

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL
LEASEHOLD VALUATION TRIBUNAL

Ref: LVT/0002/04/17

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

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

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

Applicants:

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

Respondents:

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

DECISION

The decision in summary

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

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

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

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

Background

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

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

The development

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

The law

13. By s.18 of the 1985 Act:

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

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

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

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

(3) For this purpose—

(a) “costs” includes overheads, and

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

14. By s.19 of the 1985 Act:

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

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

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

The leases

15. The tribunal has been provided with a sample lease and understands that the Applicants’ leases are each on similar terms.

16. Pursuant to clause 3.2 and 4.1 of the leases, the Applicants covenanted to pay the service charge to the First Respondent in accordance with the provisions of the Schedule 5 (paragraph 5 of the Schedule 5 defines payments as quarterly in advance and any balance to be paid within 21 days after service by the First Respondent on the Applicants of a certificate in accordance with paragraph 4 of Schedule 5).

17. The Applicants did not raise any challenge as to the validity of demands of whether the sums were properly recoverable under the terms of the lease. Further, there was no challenge to the size of the sums claimed per se, in the sense that no comparable quotes were provided by the Applicants in respect of any of the items in dispute. The Applicants did, however, highlight that contractors often travelled from some distance away, but insofar as no evidence was provided to the Tribunal that a local contractor would have been cheaper, the Tribunal is not able to determine that the quantum of the sums charged were not in and of themselves reasonably incurred.

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

Repairs to the roof/building

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

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

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

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

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

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

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

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

Repairs to the gates

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

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

Management fees

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

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

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

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

Section 20C

46. Section 20C of the 1985 Act provides:

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

(2)The application shall be made—

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

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

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

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

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

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

47. The Tribunal may make such order as it considers just and equitable in all the circumstances.

48. The Applicants submitted that an order should be made in any event. In their view, they spent years trying to get the issues resolved and in the end Mainstay stated that they would have to go to a Tribunal. They spent considerable time on the Tribunal proceedings which, in their view, could have been avoided by effective management of the development. This was disputed by the Respondents who submitted that there had been attempts to resolve matters with the leaseholders on multiple occasions.

49. Looking at the present proceedings, the Applicants have been partly, although not wholly, successful. However, that is, of course, only a part of the consideration under section 20C. In addition, the Tribunal accepts the Applicants' submissions that the information they were provided was in many instances limited and could only be made sense of by considerable work being undertaken by the Applicants. Further, and as set out above in

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

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

Dated this 21st day of March 2018

A handwritten signature in blue ink, consisting of several fluid, overlapping strokes that are difficult to decipher as specific letters.

CHAIRMAN

P686S565 SJ

Residential Property Tribunal Wales

File Ref:

Leasehold Valuation Tribunal

Scott Schedule

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

Service Charge

D	D	M	M	Y	Y
0	1	0	1	1	2

D	D	M	M	Y	Y
3	1	1	2	1	2

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

			expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.				
Invoice 355843 19/01/12	Fix downpipe	£114.00	<p>Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed.</p> <p>The contractor here was from Stockport, thus incurring travel costs before even undertaking the work.</p> <p>The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.</p>	<p>Supply and fit brackets to downpipe to gutters. The corner downpipe had come away from gutter. The brackets will not last forever especially in a location where the building is open to severe weather elements.</p> <p>The contractor was travelled from further afield but the price would have been for the job/works.</p> <p>This matter has to be investigated and repaired to ensure that the building was safe and secure.</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p> <p>Guttering on both apartments was held on with simply 1/2 brackets in places which should never have been allowed.</p>	The Tribunal determines that this sum is payable in full.	£114.00
Invoice 359509 16/02/12	Repair wall and re-affix roof slate	£294.00	<p>Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed.</p>	<p>Supply and fit slate to high level roof, re-set and point wall where damaged.</p> <p>These invoices were recharged to Avant Homes (previously Gladedale).</p>	<p>Resolved:</p> <p>Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of</p>	Resolved – Tribunal does not need to determine.	£0

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

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

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

			someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.				
Invoice 348724 01/01/12	Apartment Management Fees	£367.50	The apartment management fees of £1,470 represent 18% of all 'Apartment Service Charges' for the year (£8,298). However, £2,000 of this total are simply allocated to reserves, leaving the management fee (£1,470/£6,298) at 23% of all expenditure incurred. This seems unreasonable for the amount of work incurred and definitely in relation to the amount of work completed.	The management fees are based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS. The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the management agreement. Fees for the apartment service charge for 2012 were set at £122.50, per unit. (£1,470) and included, but is not limited to, the following	Outstanding: Fees may be based on standards, but Mainstay simply have not complied with what they have been contracted to do, agreed to do, and have said that they have done:	The Tribunal determines that the fees should be reduced by 25%	£1,102.50
Invoice 364154 01/04/12		£367.50					
Invoice 378773 01/07/12		£367.50					
Invoice 393073 01/10/12		£367.50					
		£1,470 Total	Of the (£6,298 - £1,470) £4,828 actual expenditure, £896 related to 'Utility Costs'. This is a single contract and has required no management since its inception. £230 related to 'Insurance', which again has required limited management. This in reality means that £1,470	<ul style="list-style-type: none"> • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. • Processing of supplier and utility invoice and payment, maintaining records 	<ul style="list-style-type: none"> • Specification and selection of contractors: Mainstay have simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily available for any rework. The 		

		<p>has been incurred to manage the 'Maintenance Costs' (£3,702).</p> <p>However, 'Grounds Maintenance' is a single contract which the residents were involved with and so limited management was required, and in reality the Applicants have had continual issues with which are not covered in this application. Likewise, with the 'Communal' and 'Window Cleaning' contracts. 'Out of hours' is a standard fee set up, along with 'Health and Safety' costs. When these contracts are removed, there is then just the 'Common Area Repairs' and 'Fire Safety Systems' which were left to be managed, totalling just £1,624.</p> <p>This means that £1,470 has been charged for managing circa £1,624 which is extremely unreasonable. A residential management company would have charged potentially £0 for his work.</p>	<p>and dealing with any related queries.</p> <ul style="list-style-type: none"> • Regular site visits by the property manager • Setting and issuing of service charge budgets • Creation and posting of quarterly service charge payment requests to all customers and issuing reminders where necessary • Processing of payments from customers and maintaining records of their accounts • Organising general repairs and actions following any statutory tests to fire alarms, lighting, gates, etc. and risk assessments • Administering insurance claims <i>(of which there has been an average of between 1 and 2 for</i> 	<p>Applicants have spent time seeking and recommending local contractors themselves, indeed Mainstay asked us to do this as they would not be pro-active in this respect.</p> <ul style="list-style-type: none"> • Processing payments and maintaining records: Mainstay have not been forthcoming with records. Their website is never updated. Applicants have had to chase for completed records and each time have had slightly different information. Applicants have been charged for invoices that are no longer in existence which does not provide financial assurance to the Applicants. • Regular site visits: These simply have not happened. They have been 	
--	--	--	---	--	--

		<p>The 'Common Area Repairs' costs of £823 are only a portion of the actual work and costs involved on the site (as shown above). However, it is the management of this work which is in question within this application. If the construction was appropriate and the work undertaken inspected and completed professionally, then this additional work would have been avoided.</p> <p>Throughout the year residents were promised many visits and improvements from Mainstay. However, site visits were not completed as promised, and at no point did Mainstay check work that they had commissioned, leading to repeated re-work.</p> <p>It is therefore the Applicants view that these "Professional Fees' have not represented value for money, and have been incurred by a company who have remained extremely absent from the site which has led to the ineffective management of it. There has not been over</p>	<p><i>years 2012-16)</i></p> <ul style="list-style-type: none"> • Attending resident's meetings (<i>of which there has been an average of at least one per year between 2012-16)</i> • Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (<i>of which there has been an average of 45 per year between 2012-2016)</i> 	<p>promised and scheduled, but rarely (until more recently – 12 months) completed. Those that have been completed have not been suitably documented so that the residents can be assured of good value for money.</p> <ul style="list-style-type: none"> • Organising general repairs: This has simply not happened, or been ineffective. Little if no quality assurance is ever completed. Residents are not notified of works. Works have been carried out unnecessarily. • Administering insurance claims: All of these claims have related to the issues outlined in this application. If the construction and maintenance was effective, then claims would have been limited. • Attending residents 	
--	--	--	---	---	--

			<p>£100 of work spent per month on this site.</p> <p>A more reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.</p>		<p>meetings: These have only been necessary because of the issues outlined in this application and the poor service received. Many have taken place in the residents own properties.</p> <ul style="list-style-type: none"> • Answering calls and dealing with general enquiries: This has not been effectively done. 		
Cheque 015091 16/04/12	Car repair re roof tiles	£75.00	<p>Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed.</p> <p>Please note that invoice number 360779 for £144 was incurred in relation to roof tiles in Feb 12. The work was completed and costs credited back to the account. This is a further example of inappropriate construction incurring costs.</p> <p>The applicants do not believe that it is reasonable to pay any expenditure in relation to</p>	Remove slates from gutter hanging down. The cost of the works was £144. It appears that this was part of an insurance claim	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p>	The Tribunal determines that this sum is payable in full.	£75.00

			these unreasonable demands.				
Invoice 380831 01/07/12	Repairs to damaged gates	£1,670.00	<p>Please note that these costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working.</p> <p>The contractor here was from Bradford, thus incurring travel costs before even undertaking the work.</p> <p>These costs have subsequently been credited back. They are included here for information to show the history of the site.</p>	New automation (motor) and hinges on main drive gates following damage from storm where one gate became completely detached. This invoice was passed onto the insurance company following a successful claim following storm damage	Resolved: Referenced as it clearly shows the inappropriateness of the gates, and the start of the issues that were then never properly maintained.	Resolved – Tribunal does not need to determine.	£0
Invoice 379907 01/07/12	Ins excess for repairs to damaged gates	£250.00	This was the start of the troubles with the gates. The repairs were not properly completed and as such it is not reasonable for the Applicants to incur these when the work undertaken, albeit via insurance, were not properly managed by Mainstay.	Insurance excess for a storm damage claim (above). Gates were repaired when necessary. However, due to location, salt air and sand, the gates are more prone to breakdown. This has been the advise from the gate contractors who are experienced individuals.	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.	The Tribunal determines that this sum is payable in full.	£250.00
Invoice 348723	Estate Management	£307.50 £307.50	The estate management fees of £1,230 represent	The estate fees for this financial year equate to	Outstanding:	The Tribunal determines that the	£922.50

<p>01/01/12 Invoice 364153 01/04/12 Invoice 378772 01/10/12 Invoice 393072 01/10/12</p>	<p>Fees</p>	<p>£307.50 £307.50 £1,230 Total</p>	<p>33% of all 'Estate Service Charges' for the year (£3,698). However, £800 of this total are simply allocated to reserves, leaving the management fee (£1,230/£2,898) at 42% of all expenditure incurred. This seems unreasonable for the amount of work incurred and definitely in relation to the amount of work completed.</p> <p>Of the (£2,898 - £1,230) £1,668 actual expenditure, £594 related to 'Accountancy, Auditors and Bank Charges'. These are simple contracts which incur no management other than agreeing the contract.</p> <p>This means that £1,230 was charged in relation to actual expenditure of £1,074 which is not reasonable, especially when £475 was a single grounds maintenance contract, which residents have had continued issues with not represented in this application.</p> <p>A further £129.60 was for a single deposit of rock salt</p>	<p>£64.73, per unit.</p> <p>The management fees are based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS and are split across the service charge levels (for houses and apartments). The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the management agreement which includes but is not limited to:</p> <ul style="list-style-type: none"> • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. • Processing of supplier and utility invoice and payment, maintaining records and dealing with any related queries. • Regular site visits by the property manager • Setting and issuing of 	<p>Fees may be based on standards, but Mainstay simply have not complied with what they have been contracted to do, agreed to do, and have said that they have done:</p> <ul style="list-style-type: none"> • Specification and selection of contractors: Mainstay have simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily available for any rework. The Applicants have spent time seeking and recommending local contractors themselves, indeed Mainstay asked us to do this as they would not be pro-active in this respect. • Processing payments 	<p>fees should be reduced by 25%.</p>	
---	-------------	--	--	---	---	---------------------------------------	--

		<p>and £144 was incurred repairing a bin door (which again the residents had issues with as no quality check of workmanship was undertaken leading to further re-work in later years). £75 was incurred due to roofing issues and £250 due to gate issues, both of which are subject to this application.</p> <p>Throughout the year residents were promised many visits and improvements from Mainstay. However, site visits were not completed as promised, and at no point did Mainstay check work that they had commissioned, leading to repeated re-work.</p> <p>The Applicants therefore believe that a minimal £100 should be reasonably incurred. This reflects actual work incurred and the stress incurred by all residents of having to continually check and challenge work which is what Mainstay have been paid to do.</p>	<p>service charge budgets</p> <ul style="list-style-type: none"> • Creation and posting of quarterly service charge payment requests to all customers and issuing reminders where necessary • Processing of payments from customers and maintaining records of their accounts • Organising general repairs and actions following any statutory tests to fire alarms, lighting, gates, etc. and risk assessments • Administering insurance claims (<i>of which there has been an average of between 1 and 2 for years 2012-16</i>) • Attending resident's meetings (<i>of which there has been an average of at least one per year between 2012-16</i>) 	<p>and maintaining records: Mainstay have not been forthcoming with records. Their website is never updated. Applicants have had to chase for completed records and each time have had slightly different information. Applicants have been charged for invoices that are no longer in existence which does not provide financial assurance to the Applicants.</p> <ul style="list-style-type: none"> • Regular site visits: These simply have not happened. They have been promised and scheduled, but rarely (until more recently – 12 months) completed. Those that have been completed have not been suitably documented so that the residents can be assured of 	
--	--	--	---	---	--

				<ul style="list-style-type: none">• Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) <i>(of which there has been an average of 45 per year between 2012-2016)</i>	good value for money.		
--	--	--	--	--	-----------------------	--	--

P686S565 SJ

Residential Property Tribunal Wales

File Ref:

Leasehold Valuation Tribunal

Scott Schedule

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

Service Charge

D	D	M	M	Y	Y
0	1	0	1	1	3

D	D	M	M	Y	Y
3	1	1	2	1	3

Item No	Description	Amount	Applicants Comments	Respondents Comments	Outstanding issue or resolved	Tribunal comments	Amount payable as determined by the Tribunal
Invoice 416585 08/02/13	Cherry picker hire, repaired and cleared	£1,020.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The contractor here was from Dewsbury, thus incurring travel costs before even undertaking the work. Please note that this	Repairs to gutter and pointing to gable. Cherry picker required and clearing of gutter. No further These invoices were recharged to Avant Homes (previously Gladedale) as the developer. The contractor was travelled from further afield but the price would have been for the job/works.	Resolved: Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework.	Resolved – Tribunal does not need to determine.	£0

			<p>appears to have been subject to a credit of £3,600 from Gladedale in recognition of the construction issues. This proves that they have already accepted responsibility for the poor construction, albeit have not resolved the outstanding issue. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.</p>	<p>Mainstay communicated with Avant/Gladedale in relation to this matter and this has been recognised by the developer and has consequently refunded the associated costs</p>			
<p>Invoice 456023 10/08/13</p>	<p>Repaired guttering</p>	<p>£52.40</p>	<p>Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed.</p> <p>The contractor here was from Colwyn Bay. This is the first contractor to be used from a local area and hence costs are more reasonable, albeit related</p>	<p>Fitting two vaporisers in block 1&2. Repair of guttering to outside bike store area. This invoice were recharged to Avant Homes (previously Gladedale).</p> <p>Mainstay always get price for job/works regardless of location of contractor.</p> <p>The works only cost £52.40. Developer were recharged for</p>	<p>Resolved:</p> <p>Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework.</p>	<p>Resolved – Tribunal does not need to determine.</p>	<p>£0</p>

			<p>to disputed works.</p> <p>Please note that this appears to have been subject to a credit of £3,600 from Gladedale in recognition of the construction issues. This proves that they have already accepted responsibility for the poor construction, albeit have not resolved the outstanding issue. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.</p>	these costs.			
Invoice 479403 17/12/13	Roof maintenance (erect and hire scaffolding)	£1,280.00	<p>Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed.</p> <p>The survey completed here confirmed that the building had not been</p>	<p>Professional fee invoice for inspecting property and preparation of defect report along with cost of scaffolding. This invoice were recharged to Avant Homes (previously Gladedale).</p> <p>This was recognised by the developer and they paid the associated costs. Developer</p>	<p>Resolved:</p> <p>Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued</p>	Resolved – Tribunal does not need to determine.	£0

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

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

<p>Invoice 408038 01/01/13</p>	<p>Apartment Management fees</p>	<p>£375.00 £375.00 £375.00</p>	<p>The apartment management fees of £1,500 represent 22% of all 'Apartment Service Charges' for the year (£6,715). However, £2,000 of this total are simply allocated to reserves, leaving the management fee (£1,500/£4,715) at 32% of all expenditure incurred. This seems unreasonable for the amount of work incurred and definitely in relation to the amount of work completed.</p>	<p>The management fees are based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS and are split across the service charge levels (for houses and apartments). The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the management agreement which includes but is not limited to:</p>	<p>Outstanding: Fees may be based on standards, but Mainstay simply have not complied with what they have been contracted to do, agreed to do, and have said that they have done:</p>	<p>The Tribunal determines that the fees should be reduced by 25%.</p>	<p>£1,125.00</p>
<p>Invoice 425325 01/04/13</p>		<p>£1,500 Total</p>	<p>Of the (£4,715 - £1,500) £3,215 actual expenditure, £1,082 related to 'Utility Costs'. This is a single contract and has required no management since its inception. £230 related to 'Insurance', which again has required limited management. This in reality means that £1,500 has been incurred to manage the 'Maintenance Costs' (£1,452).</p>	<ul style="list-style-type: none"> • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. 	<ul style="list-style-type: none"> • Specification and selection of contractors: Mainstay have simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily available for any rework. The Applicants have spent time seeking and recommending local contractors themselves, indeed Mainstay asked us to do this as they would not be proactive in this respect. 		
<p>Invoice 440851 01/07/13</p>			<p>However, 'Cleaning' was 2 simple contracts which the residents were involved with and so limited management was</p>	<ul style="list-style-type: none"> • Processing of supplier and utility invoice and payment, maintaining records and dealing with any related queries. • Regular site visits by the property manager • Setting and issuing of service charge budgets 	<ul style="list-style-type: none"> • Processing payments and maintaining 		
<p>Invoice 454079 01/10/13</p>							

		<p>required, and in reality the Applicants have had continual issues with which are not covered in this application. 'Out of hours' is a standard fee set up, along with 'Health and Safety' costs. When these contracts are removed, there is then just the 'Common Area Repairs' and 'Fire Safety Systems' which were left to be managed, totalling just -£214.</p> <p>This means that £1,500 has been charged for managing just a few contracts which is extremely unreasonable. A residential management company would have charged potentially £0 for his work.</p> <p>The 'Common Area Repairs' costs of -£168 are only a portion of the actual work and costs involved on the site (as shown above). However, it is the management of this work which is in question within this application. If the construction was appropriate and the work undertaken inspected and completed professionally,</p>	<ul style="list-style-type: none"> • Creation and posting of quarterly service charge payment requests to all customers and issuing reminders where necessary • Processing of payments from customers and maintaining records of their accounts • Organising general repairs and actions following any statutory tests to fire alarms, lighting, gates, etc. and risk assessments • Administering insurance claims (<i>of which there has been an average of between 1 and 2 for years 2012-16</i>) • Attending resident's meetings (<i>of which there has been an average of at least one per year between 2012-16</i>) • Answering calls and 	<p>records: Mainstay have not been forthcoming with records. Their website is never updated. Applicants have had to chase for completed records and each time have had slightly different information. Applicants have been charged for invoices that are no longer in existence which does not provide financial assurance to the Applicants.</p> <ul style="list-style-type: none"> • Regular site visits: These simply have not happened. They have been promised and scheduled, but rarely (until more recently – 12 months) completed. Those that have been completed have not been suitably documented so that the residents can be assured of good value for money. • Organising general 	
--	--	--	--	---	--

		<p>then this additional work would have been avoided.</p> <p>Throughout the year residents were promised many visits and improvements from Mainstay. However, site visits were not completed as promised, and at no point did Mainstay check work that they had commissioned, leading to repeated re-work.</p> <p>It is therefore the Applicants view that these "Professional Fees" have not represented value for money, and have been incurred by a company who have remained extremely absent from the site which has led to the ineffective management of it. There has not been over £100 of work spent per month on this site.</p> <p>A more reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.</p>	<p>dealing with general enquiries via email/letter from customers (leaseholders) (<i>of which there has been an average of 45 per year between 2012-2016</i>)</p>	<p>repairs: This has simply not happened, or been ineffective. Little if no quality assurance is ever completed. Residents are not notified of works. Works have been carried out unnecessarily.</p> <ul style="list-style-type: none"> • Administering insurance claims: All of these claims have related to the issues outlined in this application. If the construction and maintenance was effective, then claims would have been limited. • Attending residents meetings: These have only been necessary because of the issues outlined in this application and the poor service received. Many have taken place in the residents own properties. • Answering calls and dealing with general enquiries: This has not been 	
--	--	---	---	---	--

					effectively done.		
Invoice 418701 12/02/13	Repaired vehicle gates on site	£1,937.58	<p>These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working.</p> <p>The contractor here was from Derbyshire, thus incurring travel costs before even undertaking the work.</p> <p>There is a credit from Gladedale of £1,920.00 in account code 008 but it is not known what this relates to or whether it is for the 2013 period or 2012. Without proof, this invoice therefore remains in dispute.</p> <p>The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.</p>	<p>Vehicle gates repairs including laying loop cable, installing anti finger trap guards, two electronic safety edges, supplying and fitting one receiver unit, refitting the opening/closing limits and carrying out a European force test.</p> <p>The contractor was travelled from further afield but the price would have been for the job/works.</p> <p>Mainstay received a credit from Gladedale for £1920 to cover the majority of these costs on 12/2/13. Therefore, Gladedale addressed and paid for these costs</p> <p>Matter has been addressed retrospectively by developer.</p>	<p>Resolved (assuming invoice has been paid):</p> <p>Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework</p>	Resolved – Tribunal does not need to determine.	£0
Invoice 419852 01/03/13	Attend and repair vehicle gates on site	£636.30	These costs were incurred in relation to damaged gates which were never	Photocells had water damage and needed replacing. Also, electrical work required. Issue	Resolved: Referenced as it clearly	Resolved – Tribunal does not need to determine.	£0

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

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

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

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

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

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

			<p>the work.</p> <p>The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.</p>	<p>Ongoing maintenance is required and that is why there is a general maintenance aspect of the service charge budget</p>			
<p>Invoice 408037 01/01/13</p> <p>Invoice 425324 01/04/13</p> <p>Invoice 440850 01/07/13</p> <p>Invoice 454078 01/10/13</p>	<p>Estate Management fees</p>	<p>£315.00</p> <p>£315.00</p> <p>£315.00</p> <p>£1,260</p> <p>Total</p>	<p>The estate management fees of £1,260 represent 25% of all 'Estate Service Charges' for the year (£6,359). However, £800 of this total are simply allocated to reserves, leaving the management fee (£1,260/£5,559) at 23% of all expenditure incurred. This seems unreasonable for the amount of work incurred and definitely in relation to the amount of work completed.</p> <p>Of the (£5,559 - £1,260) £4,299 actual expenditure, £587 related to 'Accountancy, Auditors and Bank Charges'. These are simple contracts which incur no management other than agreeing the contract.</p>	<p>The management fees are based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS and are split across the service charge levels (for houses and apartments). The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the management agreement which includes but is not limited to:</p> <ul style="list-style-type: none"> • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. • Processing of supplier 	<p>Outstanding:</p> <p>Fees may be based on standards, but Mainstay simply have not complied with what they have been contracted to do, agreed to do, and have said that they have done:</p> <ul style="list-style-type: none"> • Specification and selection of contractors: Mainstay have simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily available for any rework. The 	<p>The Tribunal determines that the fees should be reduced by 25%.</p>	<p>£945.00</p>

		<p>This means that £1,260 was charged in relation to actual expenditure of £3,712 which is not reasonable, especially when £490 was a single grounds maintenance contract, which residents have had continued issues with not represented in this application.</p> <p>The majority of costs were related to issues with gates which are subject of this application. Professional construction and maintenance would have negated the need for these continued costs.</p> <p>Throughout the year residents were promised many visits and improvements from Mainstay. However, site visits were not completed as promised, and at no point did Mainstay check work that they had commissioned, leading to repeated re-work.</p> <p>The Applicants therefore believe that a minimal £100 should be reasonably incurred. This reflects actual work incurred and the stress</p>	<p>and utility invoice and payment, maintaining records and dealing with any related queries.</p> <ul style="list-style-type: none"> • Regular site visits by the property manager • Setting and issuing of service charge budgets • Creation and posting of quarterly service charge payment requests to all customers and issuing reminders where necessary • Processing of payments from customers and maintaining records of their accounts • Organising general repairs and actions following any statutory tests to fire alarms, lighting, gates, etc. and risk assessments • Administering insurance claims <i>(of</i> 	<p>Applicants have spent time seeking and recommending local contractors themselves, indeed Mainstay asked us to do this as they would not be proactive in this respect.</p> <ul style="list-style-type: none"> • Processing payments and maintaining records: Mainstay have not been forthcoming with records. Their website is never updated. Applicants have had to chase for completed records and each time have had slightly different information. Applicants have been charged for invoices that are no longer in existence which does not provide financial assurance to the Applicants. • Regular site visits: These simply have not happened. They have been promised and scheduled, but rarely (until more 		
--	--	---	---	--	--	--

			<p>incurred by all residents of having to continually check and challenge work which is what Mainstay have been paid to do.</p>	<p><i>which there has been an average of between 1 and 2 for years 2012-16)</i></p> <ul style="list-style-type: none"> • Attending resident's meetings (<i>of which there has been an average of at least one per year between 2012-16)</i> • Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (<i>of which there has been an average of 45 per year between 2012-2016)</i> 	<p>recently – 12 months) completed. Those that have been completed have not been suitably documented so that the residents can be assured of good value for money.</p>		
--	--	--	---	--	--	--	--

P686S565 SJ

Residential Property Tribunal Wales

File Ref:

Leasehold Valuation Tribunal

Scott Schedule

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

Service Charge

D	D	M	M	Y	Y
0	1	0	1	1	4

D	D	M	M	Y	Y
3	1	1	2	1	4

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

			<p>completed.</p> <p>The contractor here was from City Maintenance, thus incurring travel costs before even undertaking the work.</p> <p>Please note that this appears to have been credited. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.</p>	<p>Gladedale).</p> <p>The contractor was travelled from further afield but the price would have been for the job/works.</p> <p>Developer picked up the cost of these works following communication from Mainstay</p>	<p>maintenance/completion of any works to rectify issues has not been effective as there has been continued rework</p>		
<p>No invoice no. 1297133 03/04/14</p>	<p>Reimburse car repair costs</p>	<p>£120.00</p>	<p>Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed.</p> <p>The contractor here appears to be Mainstay, thus incurring travel costs before even undertaking the work.</p> <p>The applicants do not believe that it is reasonable to pay any expenditure in relation to these</p>	<p>Unable to trace this invoice</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p> <p>Mainstay cannot even find this invoice which is a breach of financial regs. There is no way that an unknown invoice can be charged to the Residents/Applicants.</p>	<p>The Tribunal determines that this sum is not payable – no invoice could be produced.</p>	<p>£0</p>

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

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

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

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

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

			site should have been constructed appropriately for such a location, and as described in sales brochures.				
Invoice 479403 01/01/14	Professional fees for scaffolding	£1,280.00	<p>Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed.</p> <p>Please note that this appears to have been credited. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.</p>	<p>GP Property Advisors - Professional fees, defects report and erection/hire of scaffolding for eight week period.</p> <p>This invoice was recharged to Avant Homes (previously Gladedale).</p> <p>Developer paid these costs following communication from Mainstay</p>	<p>Resolved:</p> <p>Referenced as it clearly shows construction issues which the landlord has accepted responsibility for. In addition maintenance/completion of any works to rectify issues has not been effective as there has been continued rework</p>	Resolved – Tribunal does not need to determine.	£0
Invoice 476695 09/01/14	Building defect	£294.00	<p>Building issues borne out of inappropriate construction/finishing and continued inappropriate maintenance, with no quality checks completed.</p> <p>The contractor here appears to be City Maintenance, thus incurring travel costs before even undertaking the</p>	<p>Remove balcony to apartment 53 and pointing repairs to parapet. Coat balcony in fibre glass</p> <p>The contractor was travelled from further afield but the price would have been for the job/works</p> <p>These works are maintenance</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p>	The Tribunal determines that this sum is not payable for the reasons set out in paragraph 31 of the decision.	£0

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

<p>491068 02/04/14 Invoice 504877 01/07/14 Invoice 520640 01/10/14</p>		<p>£1,530 Total</p>	<p>(£13,192). However, £2,000 of this total are simply allocated to reserves, leaving the management fee (£1,530/£11,192) at 14% of all expenditure incurred. This increase in costs is a direct result of continued poor management and growing issues in relation to apartment construction. It is unreasonable for these costs to be incurred by the residents.</p> <p>Of the (£11,192 - £1,530) £9,662 actual expenditure, £1,459 related to 'Utility Costs'. This is a single contract and has required no management since its inception. Costs here were increasing because Mainstay could not fix heating and lighting issues which resulted in heaters and lights staying on permanently. This in reality means that £1,530 has been incurred to manage the 'Maintenance Costs' (£8,300).</p> <p>However, 'Cleaning' was a simple contracts which the residents were involved with and so limited management was required, and in reality the Applicants</p>	<p>The management fees are based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS and are split across the service charge levels (for houses and apartments). The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the management agreement which includes but is not limited to:</p> <ul style="list-style-type: none"> • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. • Processing of supplier and utility invoice and payment, maintaining records and dealing with any related queries. • Regular site visits by the property manager • Setting and issuing of 	<p>simply have not complied with what they have been contracted to do, agreed to do, and have said that they have done:</p> <ul style="list-style-type: none"> • Specification and selection of contractors: Mainstay have simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily available for any rework. The Applicants have spent time seeking and recommending local contractors themselves, indeed Mainstay asked us to do this as they would not be pro-active in this respect. • Processing payments and maintaining records: Mainstay have not been forthcoming with records. Their website is never 	<p>25%</p>	
--	--	-------------------------	---	--	---	------------	--

		<p>have had continual issues with which are not covered in this application. 'Out of hours' is a standard fee set up, along with 'Health and Safety' costs. When these contracts are removed, there is then just the 'Common Area Repairs' and 'Fire Safety Systems' which were left to be managed, totalling just £6,817.</p> <p>This means that £1,530 has been charged for managing just a few contracts which is extremely unreasonable. A residential management company would have charged potentially £0 for his work.</p> <p>The 'Common Area Repairs' costs of £6,132 are only a portion of the actual work and costs involved on the site (as shown above). However, it is the management of this work which is in question within this application. If the construction was appropriate and the work undertaken inspected and completed professionally, then this additional work would have been avoided.</p> <p>Throughout the year</p>	<p>service charge budgets</p> <ul style="list-style-type: none"> • Creation and posting of quarterly service charge payment requests to all customers and issuing reminders where necessary • Processing of payments from customers and maintaining records of their accounts • Organising general repairs and actions following any statutory tests to fire alarms, lighting, gates, etc. and risk assessments • Administering insurance claims (<i>of which there has been an average of between 1 and 2 for years 2012-16</i>) • Attending resident's meetings (<i>of which there has been an average of at least one per year between 2012-16</i>) 	<p>updated. Applicants have had to chase for completed records and each time have had slightly different information. Applicants have been charged for invoices that are no longer in existence which does not provide financial assurance to the Applicants.</p> <ul style="list-style-type: none"> • Regular site visits: These simply have not happened. They have been promised and scheduled, but rarely (until more recently – 12 months) completed. Those that have been completed have not been suitably documented so that the residents can be assured of good value for money. • Organising general repairs: This has simply not happened, or been ineffective. Little if no quality assurance is ever completed. Residents are not 	
--	--	--	---	--	--

			<p>residents were promised many visits and improvements from Mainstay. However, site visits were not completed as promised, and at no point did Mainstay check work that they had commissioned, leading to repeated re-work.</p> <p>It is therefore the Applicants view that these "Professional Fees" have not represented value for money, and have been incurred by a company who have remained extremely absent from the site which has led to the ineffective management of it. There has not been over £100 of work spent per month on this site.</p> <p>A more reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.</p>	<ul style="list-style-type: none"> • Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (<i>of which there has been an average of 45 per year between 2012-2016</i>) 	<p>notified of works. Works have been carried out unnecessarily.</p> <ul style="list-style-type: none"> • Administering insurance claims: All of these claims have related to the issues outlined in this application. If the construction and maintenance was effective, then claims would have been limited. • Attending residents meetings: These have only been necessary because of the issues outlined in this application and the poor service received. Many have taken place in the residents own properties. • Answering calls and dealing with general enquiries: This has not been effectively done. 		
Invoice 494997 29/04/14	Repaired main vehicle gate	£848.40	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since,	Doorcare - supply and fit new send and receive autocell and two new relays. Car park gate opening and closing by itself	Outstanding: Construction issue that should not have happened if building	The Tribunal determines that this sum is payable in full.	£848.40

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

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

		<p>incurred and definitely in relation to the amount of work completed.</p> <p>Of the (£5,306 - £1,290) £4,016 actual expenditure, £694 related to 'Accountancy, Auditors and Bank Charges'. These are simple contracts which incur no management other than agreeing the contract.</p> <p>This means that £1,290 was charged in relation to actual expenditure of £3,322 which is not reasonable, especially when £645 was a single grounds maintenance contract, which residents have had continued issues with not represented in this application.</p> <p>The majority of costs were related to issues with gates which are subject of this application. Professional construction and maintenance would have negated the need for these continued costs.</p> <p>Throughout the year residents were promised many visits and improvements from Mainstay. However, site visits were not completed as</p>	<p>is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the management agreement which includes but is not limited to:</p> <ul style="list-style-type: none"> • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. • Processing of supplier and utility invoice and payment, maintaining records and dealing with any related queries. • Regular site visits by the property manager • Setting and issuing of service charge budgets • Creation and posting of quarterly service charge payment requests to all customers and issuing reminders 	<p>contractors: Mainstay have simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily available for any rework. The Applicants have spent time seeking and recommending local contractors themselves, indeed Mainstay asked us to do this as they would not be pro-active in this respect.</p> <ul style="list-style-type: none"> • Processing payments and maintaining records: Mainstay have not been forthcoming with records. Their website is never updated. Applicants have had to chase for completed records and each time have had slightly different information. Applicants have 		
--	--	---	---	---	--	--

			<p>promised, and at no point did Mainstay check work that they had commissioned, leading to repeated re-work.</p> <p>The Applicants therefore believe that a minimal £100 should be reasonably incurred. This reflects actual work incurred and the stress incurred by all residents of having to continually check and challenge work which is what Mainstay have been paid to do.</p>	<p>where necessary</p> <ul style="list-style-type: none"> • Processing of payments from customers and maintaining records of their accounts • Organising general repairs and actions following any statutory tests to fire alarms, lighting, gates, etc. and risk assessments • Administering insurance claims (<i>of which there has been an average of between 1 and 2 for years 2012-16</i>) • Attending resident's meetings (<i>of which there has been an average of at least one per year between 2012-16</i>) • Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (<i>of which there has been an average of 45 per year between</i> 	<p>been charged for invoices that are no longer in existence which does not provide financial assurance to the Applicants.</p> <ul style="list-style-type: none"> • Regular site visits: These simply have not happened. They have been promised and scheduled, but rarely (until more recently – 12 months) completed. Those that have been completed have not been suitably documented so that the residents can be assured of good value for money. 		
--	--	--	---	---	---	--	--

				2012-2016)			
--	--	--	--	------------	--	--	--

P686S565 SJ

Residential Property Tribunal Wales

File Ref:

Leasehold Valuation Tribunal

Scott Schedule

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

Service Charge

D	D	M	M	Y	Y
0	1	0	1	1	5

D	D	M	M	Y	Y
3	1	1	2	1	5

Item No	Description	Amount	Applicants Comments	Respondents Comments	Outstanding issue or resolved	Tribunal comments	Amount determined payable by the Tribunal
Invoice 565960 07/05/15	Roof repairs	£2,934.00	<p>Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed.</p> <p>The contractor here appears to be City Maintenance, thus incurring travel costs before even undertaking the work.</p> <p>The applicants do not believe that it is reasonable to pay any expenditure in relation to these</p>	<p>Hiring of scaffolding & roofing team for 1 day to carry out pointing repairs front elevation by City Maintenance</p> <p>The contractor was travelled from further afield but the price would have been for the job/works</p> <p>These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p>	<p>The Tribunal accepts the Applicants' evidence that this is repeat work and determines that the sum is not payable.</p>	£0

			unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.				
Invoice 565962 05/05/15	Gutter/downpipe repair	£235.20	<p>Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed.</p> <p>The contractor here appears to be City Maintenance, thus incurring travel costs before even undertaking the work.</p> <p>The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.</p>	<p>Gutter/downpipe repair. Downpipe coming away from wall</p> <p>The contractor was travelled from further afield but the price would have been for the job/works</p> <p>These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p>	The Tribunal accepts that Applicants' evidence that this is repeat work and determines that the sum is not payable.	£0
<p>Invoice 538796 02/01/15</p> <p>Invoice 557803 07/04/15</p> <p>Invoice 575152 01/07/15</p> <p>Invoice 593591</p>	Apartment Management Fees	<p>£392.50</p> <p>£392.50</p> <p>£392.50</p> <p>£1,570</p> <p>Total</p>	<p>The apartment management fees of £1,570 represent 12% of all 'Apartment Service Charges' for the year (£12,851). However, £3,000 of this total are simply allocated to reserves, leaving the management fee (£1,570/£9,851) at 16% of all expenditure incurred. This increase in costs is a direct result of continued poor management and growing issues in relation to apartment construction. It is unreasonable for these costs to be incurred by the residents.</p>	<p>The apartment fees for this financial year equate to £130.83, per unit.</p> <p>The management fees are based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS and are split across the service charge levels (for houses and apartments). The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the</p>	<p>Outstanding:</p> <p>Fees may be based on standards, but Mainstay simply have not complied with what they have been contracted to do, agreed to do, and have said that they have done:</p> <ul style="list-style-type: none"> • Specification and selection of contractors: Mainstay have 	The Tribunal determines that the fees claimed should be reduced by 25%.	£1,177.50

01/10/15			<p>Of the (£9,851 - £1,570) £8,281 actual expenditure, £2,042 related to 'Utility Costs'. This is a single contract and has required no management since its inception. Costs here were increasing because Mainstay could not fix heating and lighting issues which resulted in heaters and lights staying on permanently. This in reality means that £1,570 has been incurred to manage the 'Maintenance Costs' (£4,886).</p> <p>However, 'Cleaning' was a simple contract which the residents were involved with and so limited management was required, and in reality the Applicants have had continual issues with which are not covered in this application. 'Out of hours' is a standard fee set up, along with 'Health and Safety' costs. When these contracts are removed, there is then just the 'Common Area Repairs' and 'Fire Safety Systems' which were left to be managed, totalling just £3,671.</p> <p>This means that £1,570 has been charged for managing just a few contracts which is extremely unreasonable. A residential management company would have charged potentially £0 for his work.</p> <p>The 'Common Area Repairs' costs of £3,263 are only a portion of the</p>	<p>management agreement which includes but is not limited to:</p> <ul style="list-style-type: none"> • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. • Processing of supplier and utility invoice and payment, maintaining records and dealing with any related queries. • Regular site visits by the property manager • Setting and issuing of service charge budgets • Creation and posting of quarterly service charge payment requests to all customers and issuing reminders where necessary • Processing of payments from customers and maintaining records of their accounts • Organising general repairs and actions following any statutory tests to fire 	<p>simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily available for any rework. The Applicants have spent time seeking and recommending local contractors themselves, indeed Mainstay asked us to do this as they would not be pro-active in this respect.</p> <ul style="list-style-type: none"> • Processing payments and maintaining records: Mainstay have not been forthcoming with records. Their website is never updated. Applicants have had to chase for completed records and each 		
----------	--	--	--	--	--	--	--

		<p>actual work and costs involved on the site (as shown above). However, it is the management of this work which is in question within this application. If the construction was appropriate and the work undertaken inspected and completed professionally, then this additional work would have been avoided.</p> <p>Throughout the year residents were promised many visits and improvements from Mainstay. However, site visits were not completed as promised, and at no point did Mainstay check work that they had commissioned, leading to repeated re-work.</p> <p>It is therefore the Applicants view that these "Professional Fees" have not represented value for money, and have been incurred by a company who have remained extremely absent from the site which has led to the ineffective management of it. There has not been over £100 of work spent per month on this site.</p> <p>A more reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.</p>	<p>alarms, lighting, gates, etc. and risk assessments</p> <ul style="list-style-type: none"> • Administering insurance claims (<i>of which there has been an average of between 1 and 2 for years 2012-16</i>) • Attending resident's meetings (<i>of which there has been an average of at least one per year between 2012-16</i>) • Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (<i>of which there has been an average of 45 per year between 2012-2016</i>) 	<p>time have had slightly different information. Applicants have been charged for invoices that are no longer in existence which does not provide financial assurance to the Applicants.</p> <ul style="list-style-type: none"> • Regular site visits: These simply have not happened. They have been promised and scheduled, but rarely (until more recently – 12 months) completed. Those that have been completed have not been suitably documented so that the residents can be assured of good value for money. • Organising general repairs: This has simply not happened, or been ineffective. Little if no quality assurance is ever completed. Residents are not 	
--	--	---	---	---	--

					<p>notified of works. Works have been carried out unnecessarily.</p> <ul style="list-style-type: none"> • Administering insurance claims: All of these claims have related to the issues outlined in this application. If the construction and maintenance was effective, then claims would have been limited. • Attending residents meetings: These have only been necessary because of the issues outlined in this application and the poor service received. Many have taken place in the residents own properties. • Answering calls and dealing with general enquiries: This has not been effectively done. 		
Invoice 568460 08/05/15	Main entrance car park gate works	£3,198.00	These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when	Doorcare - Supplied and installed 2 new hydraulic gates motors and 1 new control panel. Wired new externally rated mag lock and force test	Outstanding: Construction issue that should not have happened if building checks had been completed effectively,	The Tribunal determines that this sum is payable in full.	£3,198.00

			<p>the gates have not been working.</p> <p>The contractor here was from Derbyshire, thus incurring unnecessary travel costs.</p> <p>The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.</p>	<p>The contractor was travelled from further afield but the price would have been for the job/works.</p> <p>As the gates are mechanical moving equipment, breakdowns are always likely. Therefore, repairs will be financed through general maintenance fund of service charge</p>	<p>construction was fit for purpose, and maintenance was effectively managed.</p>		
<p>Invoice 568462 08/05/15</p>	<p>Door entry access control system maintenance</p>	<p>2 * £142.20</p> <p>£284.40 Total</p>	<p>These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working.</p> <p>The contractor here was from Derbyshire, thus incurring unnecessary travel costs.</p> <p>The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.</p> <p>In addition, it appears that the same invoice has been accounted for twice which is incorrect.</p>	<p>As per the HSE regulations, it is recommended to inspect and service gates every six months, therefore these invoices relate to the servicing, and not to ad-hoc repairs.</p> <p>The contractor was travelled from further afield but the price would have been for the job/works Health & Safety requirement</p> <p>1 invoice for door entry and the other for pedestrian gates</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p> <p>If these inspections were carried out properly, then continued rework would not have occurred.</p>	<p>The Tribunal determines that this sum is payable in full.</p>	<p>£284.00</p>
<p>Invoice 569772 19/05/15</p>	<p>Vehicle gates were broken</p>	<p>£314.70</p>	<p>These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the</p>	<p>Doorcare - vehicle gates stuck in closed position. When contractor arrived gates open. 1 of the gates was open and other gate had been forced open. Isolated power and</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been</p>	<p>The Tribunal determines that this sum is payable in full.</p>	<p>£314.70</p>

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

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

			<p>the gates have not been working.</p> <p>The contractor here was from Derbyshire, thus incurring unnecessary travel costs.</p> <p>The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.</p>	<p>Service and maintenance contract</p> <p>Health & safety requirement</p>	<p>construction was fit for purpose, and maintenance was effectively managed.</p> <p>If these inspections were carried out properly, then continued rework would not have occurred.</p>		
<p>£0 Invoice 538797 02/01/15</p> <p>Invoice 557804 07/04/15</p> <p>Invoice 575153 01/07/15</p> <p>Invoice 593592 01/10/15</p>	<p>Estate Management Fees</p>	<p>£330.00</p> <p>£330.00</p> <p>£330.00</p> <p>£330.00</p> <p>£1,320</p> <p>Total</p>	<p>The estate management fees of £1,320 represent 25% of all 'Estate Service Charges' for the year (£6,639). However, £1,500 of this total are simply allocated to reserves, leaving the management fee (£1,320/£5,139) at 26% of all expenditure incurred. This seems unreasonable for the amount of work incurred and definitely in relation to the amount of work completed.</p> <p>Of the (£5,139 - £1,320) £3,819 actual expenditure, £696 related to 'Accountancy, Auditors and Bank Charges'. These are simple contracts which incur no management other than agreeing the contract.</p> <p>This means that £1,320 was charged in relation to actual expenditure of £3,123 which is not reasonable, especially when £565 was a single grounds maintenance contract, which residents have had</p>	<p>The estate fees for this financial year equate to £69.47, per unit.</p> <p>The management fees are based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS and are split across the service charge levels (for houses and apartments). The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the management agreement which includes but is not limited to:</p> <ul style="list-style-type: none"> • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. • Processing of supplier and utility invoice and payment, maintaining 	<p>Outstanding:</p> <p>Fees may be based on standards, but Mainstay simply have not complied with what they have been contracted to do, agreed to do, and have said that they have done:</p> <ul style="list-style-type: none"> • Specification and selection of contractors: Mainstay have simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily 	<p>The Tribunal determines that the fees should be reduced by 25%.</p>	<p>£990.00</p>

			<p>continued issues with not represented in this application.</p> <p>The majority of costs were related to issues with gates which are subject of this application. Professional construction and maintenance would have negated the need for these continued costs.</p> <p>Throughout the year residents were promised many visits and improvements from Mainstay. However, site visits were not completed as promised, and at no point did Mainstay check work that they had commissioned, leading to repeated re-work.</p> <p>The Applicants therefore believe that a minimal £100 should be reasonably incurred. This reflects actual work incurred and the stress incurred by all residents of having to continually check and challenge work which is what Mainstay have been paid to do.</p>	<p>records and dealing with any related queries.</p> <ul style="list-style-type: none"> • Regular site visits by the property manager • Setting and issuing of service charge budgets • Creation and posting of quarterly service charge payment requests to all customers and issuing reminders where necessary • Processing of payments from customers and maintaining records of their accounts • Organising general repairs and actions following any statutory tests to fire alarms, lighting, gates, etc. and risk assessments • Administering insurance claims (<i>of which there has been an average of between 1 and 2 for years 2012-16</i>) • Attending resident's meetings (<i>of which there has been an average of at least one per year</i>) 	<p>available for any rework. The Applicants have spent time seeking and recommending local contractors themselves, indeed Mainstay asked us to do this as they would not be pro-active in this respect.</p> <ul style="list-style-type: none"> • Processing payments and maintaining records: Mainstay have not been forthcoming with records. Their website is never updated. Applicants have had to chase for completed records and each time have had slightly different information. Applicants have been charged for invoices that are no longer in existence which does not provide financial assurance to the Applicants. • Regular site visits: 		
--	--	--	---	--	---	--	--

				<p><i>between 2012-16)</i></p> <ul style="list-style-type: none"> • Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) <i>(of which there has been an average of 45 per year between 2012-2016)</i> 	<p>These simply have not happened. They have been promised and scheduled, but rarely (until more recently – 12 months) completed. Those that have been completed have not been suitably documented so that the residents can be assured of good value for money.</p>		
--	--	--	--	---	--	--	--

P686S565 SJ

Residential Property Tribunal Wales

File Ref:

Leasehold Valuation Tribunal

Scott Schedule

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

Service Charge

D	D	M	M	Y	Y
0	1	0	1	1	6

D	D	M	M	Y	Y
3	1	1	2	1	6

Item No	Description	Amount	Applicants Comments	Respondents Comments	Outstanding issue or resolved	Tribunal comments	Amount determined payable by the Tribunal
Invoice 627967 10/03/16	Building defect of falling	£420.00	Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed. The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.	Schedule 2 fees for NHBC claim for render works Fees that can be claimed against the development for the management of projects	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed. This relates to an NHBC claim. Do the Residents have to pay for items in these cases?	The Tribunal determines that this sum is not payable for the reasons set out in the Decision.	£0
Invoice 639741	Render works	£1,478.88	Construction issues borne out of inappropriate construction/finishing to	Veritas - used existing access scaffolding and hacked off	Outstanding:	Only the insurance excess is payable	£300

11/05/16			<p>the building and continued inappropriate maintenance, with no quality checks completed.</p> <p>The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.</p>	<p>loose rendering and replaced to match existing in terms of colour etc as best as possible. Also inserted an extractor vent</p> <p>These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget</p>	<p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p>		
Invoice 651934 09/03/16	Render repairs	£1,992.12	<p>Construction issues borne out of inappropriate construction/finishing to the building and continued inappropriate maintenance, with no quality checks completed.</p> <p>The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a location, and as described in sales brochures.</p>	<p>Veritas - made safe area and removed fallen render. Erected scaffold for further inspection quoting.</p> <p>These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p>	Only the insurance excess is payable	£300
Invoice 666312 27/09/16	High level roof repairs	£1,734.00	<p>Roof issues borne out of inappropriate construction/finishing to the roof line and continued inappropriate maintenance, with no quality checks completed.</p> <p>The contractor here appears to be from Cheshire, thus incurring travel costs before even undertaking the work.</p> <p>The applicants do not believe that it is reasonable to pay any expenditure in relation to these unreasonable demands. The site should have been constructed appropriately for such a</p>	<p>Barlows - Provided high level tract cherry picker with a specialist operated and machine to lawn area. Carried out ridge repairs to the roof and replaced missing slates, re-positioned any slipped slates and cleared gutters and downspouts. Also, used high level access to re-position satellite dish</p> <p>The contractor was travelled from further afield but the price would have been for the</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p>	The Tribunal determines that this sum is payable in full.	£1,734.00

			location, and as described in sales brochures.	job/works These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget			
Invoice 658495 14/08/16	Underpayment charges	£93.60	The Applicants have no idea what this is for and therefore challenge its payment.	Invoice was Fire Risk Assessment and Health & Safety audit which was previously under charged. The Fire Risk Assessment and Health & Safety Audit is a legal requirement	Outstanding: Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed. Why was it undercharged? Was this an administration issue?	The Tribunal accepts the Respondents' evidence on this point determines that this sum is payable in full.	£93.60
Invoice 613016 01/01/16 Invoice 632562 01/04/16 Invoice 650575 01/07/16 Invoice 666357 01/10/16	Apartment Management Fees	£392.50 £392.50 £392.50 £392.50 £1,570 Total	The apartment management fees of £1,570 represent 11% of all budgeted 'Apartment Service Charges' for the year (£13,815). However, £4,000 of this total are simply allocated to reserves, leaving the management fee (£1,570/£9,815) at 16% of all expenditure incurred. This increase in costs is a direct result of continued poor management and growing issues in relation to apartment construction. It is unreasonable for these costs to be incurred by the residents. Of the (£9,815 - £1,570) £8,245 actual expenditure, £1.040 related to 'Utility Costs'. This is a single contract and has required no management since its inception, albeit challenging these costs has not been done effectively. Costs	The apartment fees for this financial year equate to £130.83, per unit. The management fees are based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS and are split across the service charge levels (for houses and apartments). The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the management agreement which includes but is not limited to:	Outstanding: Fees may be based on standards, but Mainstay simply have not complied with what they have been contracted to do, agreed to do, and have said that they have done: <ul style="list-style-type: none"> • Specification and selection of contractors: Mainstay have simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who 	The Tribunal determines that the fees should be reduced by 25%.	£1,177.50

		<p>here were increasing because Mainstay could not fix heating and lighting issues which resulted in heaters and lights staying on permanently.</p> <p>This means that £1,570 has been charged for managing just a few contracts which is extremely unreasonable. A residential management company would have charged potentially £0 for his work.</p> <p>The 'Common Area Repairs' costs are only a portion of the actual work and costs involved on the site (as shown above). However, it is the management of this work which is in question within this application. If the construction was appropriate and the work undertaken inspected and completed professionally, then this additional work would have been avoided.</p> <p>Throughout the year residents were promised many visits and improvements from Mainstay. However, site visits were not completed as promised, and at no point did Mainstay check work that they had commissioned, leading to repeated re-work.</p> <p>It is therefore the Applicants view that these "Professional Fees' have not represented value for money, and have been incurred by a company who have remained extremely absent from the site which has led to the ineffective management of it. There has not been</p>	<ul style="list-style-type: none"> • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. • Processing of supplier and utility invoice and payment, maintaining records and dealing with any related queries. • Regular site visits by the property manager • Setting and issuing of service charge budgets • Creation and posting of quarterly service charge payment requests to all customers and issuing reminders where necessary • Processing of payments from customers and 	<p>could offer a more competitive service, and who would have been more readily available for any rework. The Applicants have spent time seeking and recommending local contractors themselves, indeed Mainstay asked us to do this as they would not be pro-active in this respect.</p> <ul style="list-style-type: none"> • Processing payments and maintaining records: Mainstay have not been forthcoming with records. Their website is never updated. Applicants have had to chase for completed records and each time have had slightly different information. Applicants have been charged for invoices that are no longer in existence which does not provide financial assurance to the Applicants. • Regular site visits: These simply have not happened. They 	
--	--	--	--	---	--

		<p>over £100 of work spent per month on this site.</p> <p>A more reasonable figure would be £250 which represents the work involved, if the site had been appropriately managed, and as recompense for the stress that the residents have incurred trying to address these issues.</p>	<p>maintaining records of their accounts</p> <ul style="list-style-type: none"> • Organising general repairs and actions following any statutory tests to fire alarms, lighting, gates, etc. and risk assessments • Administering insurance claims (<i>of which there has been an average of between 1 and 2 for years 2012-16</i>) • Attending resident's meetings (<i>of which there has been an average of at least one per year between 2012-16</i>) • Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (<i>of which there has been an average of 45 per year between 2012-2016</i>) 	<p>have been promised and scheduled, but rarely (until more recently – 12 months) completed. Those that have been completed have not been suitably documented so that the residents can be assured of good value for money.</p> <ul style="list-style-type: none"> • Organising general repairs: This has simply not happened, or been ineffective. Little if no quality assurance is ever completed. Residents are not notified of works. Works have been carried out unnecessarily. • Administering insurance claims: All of these claims have related to the issues outlined in this application. If the construction and maintenance was effective, then claims would have been limited. • Attending residents meetings: These have only been 	
--	--	--	---	--	--

					<p>necessary because of the issues outlined in this application and the poor service received. Many have taken place in the residents own properties.</p> <ul style="list-style-type: none"> • Answering calls and dealing with general enquiries: This has not been effectively done. 		
<p>Invoice 622258 18/02/16</p>	<p>Gate maintenance</p>	<p>£208.33</p>	<p>These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working.</p> <p>The contractor here was Mainstay, thus incurring unnecessary travel costs.</p> <p>Notably, the residents and Mainstay agreed that the gates would remain inoperable throughout the new construction phase as heavy traffic would undoubtedly cause problems. Mainstay subsequently reneged on this decision following pressure from the management company who are directly linked to the new construction work, who undoubtedly wanted operational gates to show potential buyers how secure the site was. This is an obvious conflict of interest. All costs following this agreement should be met by the developers and not the residents or their insurers.</p>	<p>Installed a key safe next to the vehicle gates, adjusting door closer and repairing light outside bin store to block 48-53. Install box over vehicle gate panel to avoid any further water damage. Also, installing secondary lock on pedestrian gate</p> <p>The contractor was travelled from further afield but the price would have been for the job/works</p> <p>This posed a security issue and residents stated there were concerned about unauthorised individuals accessing the site</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p> <p>If these items were done at the beginning of the construction as per reasonable requirements, then the repeat work would not have been necessary.</p>	<p>The Tribunal determines that this sum is payable in full.</p>	<p>£208.33</p>

			The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.	These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget			
No invoice no. 1611942 01/01/16	Insurance claim in relation to gates	£1,003.60	<p>These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working.</p> <p>The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.</p> <p>In addition, if this is an insurance payout, it should be a credit, not a debit.</p>	Insurance Claim 19 May 2015 - Malicious damage after gates were forced open. Monies claimed back through insurance. Cost of repairs cost £1003.60 and a payment of £1522.56 was received insurance on 21/7/16	Resolved	Resolved – Tribunal does not need to determine.	£0
No invoice no. 1611944 01/01/16	Insurance excess claim	£500.00	<p>These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working.</p> <p>The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.</p>	Cost of insurance excess as per above claim	Outstanding: Why did the developer pick up some of the insurance excess but not the rest?	The Tribunal determines that this sum is payable in full.	£500.00
No invoice no. 1611980 01/01/16	Insurance claim for gate	£300.00	<p>Gate issues borne out of inappropriate construction/maintenance with no quality checks completed.</p> <p>Please note that this appears to have</p>	Part of the same insurance claim above. Another excess payment. This invoice was recharged to Avant Homes (previously Gladedale).	Resolved.	Resolved – Tribunal does not need to determine.	£0

			been credited. The applicants are not challenging this payment in this schedule as it has been paid by someone else, but are highlighting it as evidence of the inappropriate construction and maintenance of the site. This is historical evidence supporting the claim that construction and maintenance has been inappropriate.	Cost met by developer			
Invoice 621930 13/01/16	North Access Systems Contract 2016	2 * £142.20 £284.40 Total	<p>These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working.</p> <p>The contractor here was from Derbyshire, thus incurring unnecessary travel costs.</p> <p>The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.</p> <p>In addition, why has this invoice been accounted for twice?</p>	<p>6 monthly servicing - As per the HSE regulations, it is recommended to inspect and service gates every six months, therefore these invoices relate to the servicing, and not to ad-hoc repairs.</p> <p>The contractor was travelled from further afield but the price would have been for the job/works</p> <p>Health & Safety requirement</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p> <p>If these inspections were carried out properly, then continued rework would not have occurred.</p>	The Tribunal determines that this sum is payable in full.	£284.40
Invoice 639062 27/04/16	Vehicle gate repairs	£1,860.00	<p>These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working.</p> <p>The contractor here was from Redditch, thus incurring extra travel costs before even commencing with repair work.</p>	<p>D Allum - Supplied two safety edges to bottom of gate and safety to hinge end. Supplied 4 decoder cards as well as necessary installation cabling and ground works. Also, undertook a force test</p> <p>The contractor was travelled from further afield but the</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p>	The Tribunal determines that this sum is payable in full.	£1,860.00

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

			<p>thus incurring unnecessary travel costs.</p> <p>The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.</p>	<p>price would have been for the job/works</p> <p>These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget. Also, electronic equipment effected by conditions - sand and salt in air</p>		recoverable.	
Invoice 677082 13/01/16	Access Systems Contract 2016/2017	2 * £200.00 £400.00 Total	<p>These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working.</p> <p>The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.</p> <p>In addition, why has this invoice been accounted for twice?</p>	<p>As per the HSE regulations, it is recommended to inspect and service gates every six months, therefore these invoices relate to the servicing, and not to ad-hoc repairs.</p> <p>Six monthly inspection. Health & safety requirement</p> <p>1 invoice but for vehicular and pedestrian gate</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p> <p>If these inspections were carried out properly, then continued rework would not have occurred.</p> <p>Have we been charged for 2 lots of inspections?</p>	The Tribunal determines that this sum is payable in full.	£400.00
PO number 258444 31/12/16	Accrue gate repair	£1,080.00	<p>These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working.</p> <p>The Applicants do not think that it is reasonable to pay any costs incurred in relation to the gates as they have not been properly installed or maintained since inception.</p>	<p>D Allum Gate had been struck by car. Insurance claim raised and claim recorded. Insurance company approved quote</p> <p>Insurance claim made and waiting for settlement so residents will not pay the costs</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p> <p>These gates have not been fixed properly – again.</p>	The Respondent confirmed that this is the subject of an insurance claim. The Tribunal therefore determines that it cannot be recoverable at this time.	£0

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

<p>632563 01/04/16</p> <p>Invoice 650576 01/07/16</p> <p>Invoice 666358 01/10/16</p>		<p>£1,320 Total</p>	<p>management fee (£1,320/£4,670) at 28% of all expenditure incurred. This seems unreasonable for the amount of work incurred and definitely in relation to the amount of work completed.</p> <p>Of the (£4,670 - £1,320) £3,350 actual expenditure, £860 related to 'Accountancy, Auditors and Bank Charges'. These are simple contracts which incur no management other than agreeing the contract.</p> <p>This means that £1,320 was charged in relation to planned expenditure of £2,490 which is not reasonable, especially when £495 was a single grounds maintenance contract, which residents have had continued issues with not represented in this application.</p> <p>The majority of costs were related to issues with gates which are subject of this application. Professional construction and maintenance would have negated the need for these continued costs.</p> <p>Throughout the year residents were promised many visits and improvements from Mainstay. However, site visits were not completed as promised, and at no point did Mainstay check work that they had commissioned, leading to repeated re-work.</p> <p>The Applicants therefore believe that a</p>	<p>based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS and are split across the service charge levels (for houses and apartments). The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the management agreement which includes but is not limited to:</p> <ul style="list-style-type: none"> • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. • Processing of supplier and utility invoice and payment, maintaining records and dealing with any related queries. • Regular site visits by the property manager • Setting and issuing of 	<p>they have been contracted to do, agreed to do, and have said that they have done:</p> <ul style="list-style-type: none"> • Specification and selection of contractors: Mainstay have simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily available for any rework. The Applicants have spent time seeking and recommending local contractors themselves, indeed Mainstay asked us to do this as they would not be pro-active in this respect. • Processing payments and maintaining records: Mainstay have not been forthcoming with records. Their website is never updated. Applicants have had to chase 		
--	--	-------------------------	--	--	--	--	--

			<p>minimal £100 should be reasonably incurred. This reflects actual work incurred and the stress incurred by all residents of having to continually check and challenge work which is what Mainstay have been paid to do.</p>	<p>service charge budgets</p> <ul style="list-style-type: none"> • Creation and posting of quarterly service charge payment requests to all customers and issuing reminders where necessary • Processing of payments from customers and maintaining records of their accounts • Organising general repairs and actions following any statutory tests to fire alarms, lighting, gates, etc. and risk assessments • Administering insurance claims (<i>of which there has been an average of between 1 and 2 for years 2012-16</i>) • Attending resident's meetings (<i>of which there has been an average of at least one per year between 2012-16</i>) 	<p>for completed records and each time have had slightly different information. Applicants have been charged for invoices that are no longer in existence which does not provide financial assurance to the Applicants.</p> <ul style="list-style-type: none"> • Regular site visits: These simply have not happened. They have been promised and scheduled, but rarely (until more recently – 12 months) completed. Those that have been completed have not been suitably documented so that the residents can be assured of good value for money. 		
--	--	--	---	---	--	--	--

				<ul style="list-style-type: none">• Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) <i>(of which there has been an average of 45 per year between 2012-2016)</i>			
--	--	--	--	--	--	--	--

P686S565 SJ

Residential Property Tribunal Wales

File Ref:

Leasehold Valuation Tribunal

Scott Schedule

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

Service Charge

D	D	M	M	Y	Y
0	1	0	1	1	7

D	D	M	M	Y	Y
3	1	1	2	1	7

Item No	Description	Amount	Applicants Comments	Respondents Comments	Outstanding issue or resolved	Tribunal comments	Sum determined as payable by the Tribunal
Invoice 684648 01/01/17	Apartment Management Fees	£402.50	The apartment management fees of £805 already represent limited work undertaken by Mainstay. Work during 2017 to date involve a cleaning contract, a gardening contract, some minimal repairs, OOH fees, fire safety work and utilities. This increased in charge does not represent good value for money. The majority of these fees	The apartment fees for this financial year equate to £134.13, per apartment. The management fees are based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS and are split across the service charge levels (for houses and apartments). The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the	Outstanding: Fees may be based on standards, but Mainstay simply have not complied with what they have been contracted to do, agreed to do, and have said that they have done: <ul style="list-style-type: none"> • Specification and selection of contractors: Mainstay have simply used contractors already confirmed on their 	The Tribunal determines that the fees should be reduced by 25%.	£603.75
Invoice 704426 01/04/17		£402.50 £805.00 Total					

		<p>will undoubtedly be going towards managing the same problems that have occurred since 2012. The residents cannot be expected to keep incurring costs due to poor construction and management.</p> <p>A reasonable fee would be £250 for the year.</p>	<p>duties contained within the management agreement which includes but is not limited to:</p> <ul style="list-style-type: none"> • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. • Processing of supplier and utility invoice and payment, maintaining records and dealing with any related queries. • Regular site visits by the property manager • Setting and issuing of service charge budgets • Creation and posting of quarterly service charge payment requests to all customers and issuing reminders where necessary 	<p>approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily available for any rework. The Applicants have spent time seeking and recommending local contractors themselves, indeed Mainstay asked us to do this as they would not be pro-active in this respect.</p> <ul style="list-style-type: none"> • Processing payments and maintaining records: Mainstay have not been forthcoming with records. Their website is never updated. Applicants have had to chase for completed records and each time have had slightly different information. Applicants have been charged for invoices that are no longer in existence which does not provide financial assurance to the Applicants. 	
--	--	--	---	---	--

				<ul style="list-style-type: none"> • Processing of payments from customers and maintaining records of their accounts • Organising general repairs and actions following any statutory tests to fire alarms, lighting, gates, etc. and risk assessments • Administering insurance claims (<i>of which there has been an average of between 1 and 2 for years 2012-16</i>) • Attending resident's meetings (<i>of which there has been an average of at least one per year between 2012-16</i>) • Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) (<i>of which there has been an average of 45 per year between 2012-2016</i>) 	<ul style="list-style-type: none"> • Regular site visits: These simply have not happened. They have been promised and scheduled, but rarely (until more recently – 12 months) completed. Those that have been completed have not been suitably documented so that the residents can be assured of good value for money. • Organising general repairs: This has simply not happened, or been ineffective. Little if no quality assurance is ever completed. Residents are not notified of works. Works have been carried out unnecessarily. • Administering insurance claims: All of these claims have related to the issues outlined in this application. If the construction and maintenance was effective, then claims would have been limited. • Attending residents meetings: These have only been necessary because of the issues 	
--	--	--	--	---	--	--

					<p>outlined in this application and the poor service received. Many have taken place in the residents own properties.</p> <ul style="list-style-type: none"> • Answering calls and dealing with general enquiries: This has not been effectively done. 		
Invoice 695670 09/02/17	Gate maintenance	£198.00	<p>These costs were incurred in relation to damaged gates which were never properly fixed or maintained since, which has resulted in further loss to the residents, and inconvenience when the gates have not been working.</p> <p>Notably, this work was undertaken by a local firm which has reduced costs, albeit they are still incurred due to poor previous management and gates that actually shouldn't be operating due to the high level of construction vehicles entering the site.</p> <p>Notably, before construction work started again on the site, it was agreed between residents and Mainstay</p>	<p>Strobe security solutions - Maintenance service and force testing of vehicle gates. Advised that wiring is in a mess. Quoted for further works including photocells wiring etc - £475+ VAT</p> <p>The contractor was travelled from further afield but the price would have been for the job/works</p> <p>These works are maintenance items and would ordinarily be financed through the general maintenance element of the service charge budget</p> <p>As the gates are mechanical moving equipment, breakdowns are always likely. There was a security issue and that is why the gates were repaired and site was</p>	<p>Outstanding:</p> <p>Construction issue that should not have happened if building checks had been completed effectively, construction was fit for purpose, and maintenance was effectively managed.</p> <p>Despite residents and Mainstays agreement the gates have been made operational at the resident's expense, despite the site being under construction. They have been damaged by this work.</p>	The Tribunal determines that this sum is payable in full.	£198.00

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

<p>01/01/17</p> <p>Invoice 704427 01/04/17</p>	<p>Fees</p>	<p>£675.00 Total</p>	<p>represent a significant portion of expenditure to date, with actual expenditure at -£487.95. This is not reasonable.</p> <p>The Applicants believe that a minimal £100 should be reasonably incurred throughout the entire year. This reflects actual work incurred and the stress incurred by all residents of having to continually check and challenge work which is what Mainstay have been paid to do.</p>	<p>£71.05, per unit.</p> <p>The management fees are based on a per unit fee, per year - in-line with the best practice and guidance from ARMA and RICS and are split across the service charge levels (for houses and apartments). The per unit fee is based on the anticipated work to be undertaken in relation to the scope of the duties contained within the management agreement which includes but is not limited to:</p> <ul style="list-style-type: none"> • Specification and selection of contractors for service contracts for equipment, utilities and soft services, including periodic assessments such as fire risk assessments. • Processing of supplier and utility invoice and payment, maintaining records and dealing with any related queries. • Regular site visits by the property 	<p>Fees may be based on standards, but Mainstay simply have not complied with what they have been contracted to do, agreed to do, and have said that they have done:</p> <ul style="list-style-type: none"> • Specification and selection of contractors: Mainstay have simply used contractors already confirmed on their approved list from England. They have not sought local tradesman who could offer a more competitive service, and who would have been more readily available for any rework. The Applicants have spent time seeking and recommending local contractors themselves, indeed Mainstay asked us to do this as they would not be pro-active in this respect. • Processing payments and maintaining records: Mainstay have not been forthcoming with records. Their website is never updated. 	<p>the fees should be reduced by 25%.</p>	
--	-------------	--------------------------	--	---	---	---	--

				<p>manager</p> <ul style="list-style-type: none"> • Setting and issuing of service charge budgets • Creation and posting of quarterly service charge payment requests to all customers and issuing reminders where necessary • Processing of payments from customers and maintaining records of their accounts • Organising general repairs and actions following any statutory tests to fire alarms, lighting, gates, etc. and risk assessments • Administering insurance claims (<i>of which there has been an average of between 1 and 2 for years 2012-16</i>) • Attending resident's meetings (<i>of which there has been an</i> 	<p>Applicants have had to chase for completed records and each time have had slightly different information. Applicants have been charged for invoices that are no longer in existence which does not provide financial assurance to the Applicants.</p> <ul style="list-style-type: none"> • Regular site visits: These simply have not happened. They have been promised and scheduled, but rarely (until more recently – 12 months) completed. Those that have been completed have not been suitably documented so that the residents can be assured of good value for money. 		
--	--	--	--	---	---	--	--

				<p><i>average of at least one per year between 2012-16)</i></p> <ul style="list-style-type: none">• Answering calls and dealing with general enquiries via email/letter from customers (leaseholders) <i>(of which there has been an average of 45 per year between 2012-2016)</i>			
--	--	--	--	--	--	--	--