**Y Tribiwnlys Eiddo Preswyl**

**Residential Property Tribunal Service (Wales)**

**Leasehold Valuation Tribunal (Wales)**

**DECISION AND REASONS OF RESIDENTIAL PROPERTY TRIBUNAL**
**Leasehold Reform Act 1967**

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

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| **Premises:** | **23 Arethusa Quay, Swansea, SA1 3XH**<br>**("the premises")** |
| **RPT ref:** | **LVT/0050 0222** |
| **Applicant:** | **Mr Phillip Green** |
| **Respondent:** | **Chippingstone Property Management Ltd** |
| **Tribunal:** | **Trefor Lloyd (Legal Chair)**<br>**Roger Baynham (Surveyor Member)**<br>**Carole Calvin Thomas (Lay Member)** |
| **Hearing:** | **Virtually on the CVP Platform on the 24th August 2022** |

**The Applicant appeared in person.**

**The Respondent was represented by Mrs Eironwy Phillips.**

1. The Tribunal convened on the 24th August 2022 on the CVP Platform. No property inspection was undertaken. The property comprises of two blocks of flats with in total sixty-seven apartments.

**The Application**

2. By way of an application dated the 24th January 2022 the Applicant Mr Phillip Green applied to this Tribunal in relation to issues relating to the 2021/2022 service charges. The items in issue are described in box 15 of the Application Form as being "faulty Section 20 process and contravention of lease terms in relation to the decoration of the property".

3. The Application form at Section D goes on to further explain the issues taken by the Applicant as being an alleged neglect in the internal and external painting since the summer of 2014 as against a five-year cycle. In addition, an allegation that the process was pre-empted before notification to tenants ignoring Part 2 and 3 of the Section 20 process.

4. Under the heading "Any further comments you wish to make" the Applicant states that in his view:

    i. It was impossible to assess the alternate bids, given the original bids requirements were not revealed;

    ii. The accepted bid was implemented prior to the Part 2 process being completed with observations to improve the requirements ignored and,

    iii. The required accounts for previous years have not been presented which in the Applicants view removes the management company's authority to demand fees for the decoration works.

5. At the virtual Hearing on the 24th August 2022 Mr Green appeared in person and Mrs Eironwy Phillips represented the Respondent.

6. On behalf of the Applicant we heard from Mr Green in person and on behalf of the Respondent we heard from Mrs Eironwy Phillips, Angela Leach and Paul Newell.

7. Prior to the Hearing a number of directions were made including the usual direction for the Scott Schedule to be completed by the parties to distil the issues between them.

**The Hearing**

8. In accordance with the usual practice in cases of this nature we primarily concentrated upon the Scott Schedule but confirm that we have also read all the other evidence and documentation filed and served on behalf of the respective parties.

9. The Scott Schedule identifies two items in issue one being the bids and Section 20 Process for the external painting and the other being the level of ongoing maintenance payments.

10. Dealing with these matters in turn we firstly heard from Mr Green who gave evidence in chief in relation to the matters as follows:

**Item 1 – The Section 20 Process in relation to the decoration of the building and works to the fabric of the ironworks/railings**.

i. Mr Green's evidence in chief echoed the comments in his Witness Statement and also the Scott Schedule insofar as there should be a five-year painting cycle as determined by the lease. The Section 20 Notice Part 1 as served upon him (and the other leaseholders) in his view included all works to the metal ironwork. It failed to mention any internal painting.

ii. There was neglect on the part of the management company as the painting should have been undertaken every 5 years from 1983 resulting in it being due in 2013. Instead of being painted in 2013 it was done in 2014 but in the Applicant's view there was poor workmanship at the time. He and Mrs Leach were involved at the time and it subsequently became apparent that the work undertaken at that stage was not up to standard.

iii. For some reason the interior was painted at the end of January beginning of February 2020**.** Further Mr Green submitted that the decoration was budgeted within the ongoing maintenance payments.

iv. In terms of the Section 20 Process – the Notice (pages 90, 188 and 189 in the bundle) indicated that all gates and all railings and specification dealing with the same was included in the initial specification to the tenderers.

v. The Applicant suggested the evidence of Mr Newell was that the preferred bidder was negotiated with and the specification was changed from the original Part 1 Section 20 process and there were other payments made for removing and treating the railings which suggested further amendment to the original specification subject matter of the Part 1 Section 20 notification.

vi. The preferred bidder was not VAT registered but there was a danger the company could have become VAT registered before issuing the final bill which could prejudice the Applicant and other leaseholders.

vii. The Applicant replied to the Part 2 Process and posted his response the day before the deadline. When asked by the Tribunal how it was sent, he confirmed it was by normal post and a receipt to that effect is exhibited within the trial bundle at page 109. His case being that his comments and a suggestion to contact an alternative decorator were ignored and in essence

following on from his evidence a defective Part 2 Process was undertaken. Furthermore, the Part 3 Process was not even instigated and the decision was made to issue the contract.

11. In terms of the company's approach by the Respondent we can see tenders at pages 185,186 and 187 with the successful tenderer Mr Howarth's tender at page 185.

12. When asked Mr Green accepted that the work as far as he could see which had been undertaken in January / February 2020 by Mr Howarth was carried out to a satisfactory standard but then caveated his answer by saying that it was still early days and defects may manifest themselves at a later date as was the case when he dealt with the decoration back in 2014.

**Item 2 – Ongoing Maintenance Payments**

i. The ongoing maintenance payments according to the Applicant were to be based upon the proceeding years expenditure, although the proceeding years accounts had not been forthcoming and it was thereafter difficult if not impossible to assess the expenditure to ascertain if the £800 demanded per leaseholder was reasonable. That sum being made up of £100 for a roof replacement fund and the remainder for other outstanding matters.

ii. A survey in relation to the roof had been commissioned and that revealed as far as the Applicant was aware (he himself not having seen the document) that the roof was good for a further 10 years without any significant expenditure. That being the case, in his view the £100 per apartment per annum would be greater than £100,000 by 2032.

iii. He also asserted that the sinking fund that was present currently was in the region of £150,000 - £200,000 and therefore was in his words in good shape and did not merit the £800 (total payment). The Applicant's view was that the maintenance payment should be limited to £600 per apartment per annum.

iv. Although not part of this item, in evidence in chief the Applicant also touched upon his allegation that the management company was poorly managing the apartments. In this regard he referred to increasing debts, starting at £1,670 increasing by 2021 to £9,538 which in his view indicated that the property was not being managed properly in terms of finances. The Applicant further suggested that the persons dealing with the sinking fund and the other aspects were not experienced enough and it would in his words "dangerous and naïve to leave so much money in their hands". This especially being so as once paid into the sinking fund there was no ability for the respective leaseholders to obtain refunds.

13. Mr Green was then cross-examined by Mrs Phillips. He was asked if he accepted the judgement of this Tribunal in relation to the earlier Hearing on the 11th October 2021. He answered by saying that yes he would accept the decision but subject to an appeal

and then went on to say that he had not received a copy of this Tribunal's earlier decision. In this latter regard following the lunchtime adjournment Mr Green was advised by us that the decision was forwarded by email to the address he used to correspond with the Tribunal Office on the 23rd November 2021**.** Mrs Phillips also added at that reference to that decision was also made at the shareholders meeting and in the report produced for that purpose.

14. Mrs Phillips went on to cross-examine the Applicant along the lines that the second item in relation to this Hearing was exactly the same as Item 3 in the last Hearing and as the Tribunal had at that stage found against him, based upon the fact that the maintenance payments was agreed by a majority decision he should accept that decision. The Applicant answered again making the point that he had not received the earlier decision.

15. Mrs Phillips then put to the Applicant that again the maintenance payments in relation to the period in issue was an unanimous decision and also that in any event the sole discretion for maintenance payments rested with the management company and there was no reason for withholding his individual apartment payment as that was £2,500 being a significant amount of the £9,000 odd outstanding (as referred to above).

16. In terms of the 2014 decoration works Mr Green answered questions by stating that the actual Section 20 Process and the awarding of the tender had been undertaken the year before being 2013 when he was not on the Board of Directors.

17. Mr Green in relation to the decoration and the five-year period was then taken to page 169 in the bundle and paragraph 5c of the lease. Mrs Phillips suggested to Mr Green that the proper construction of that clause was that it gave discretion due to the use of the words "as reasonably required" in relation to the exterior decoration and it was not a mandatory five-year requirement. Mr Green disagreed saying that the terms of the lease prevailed and it was a strict five-year requirement.

18. He was then cross-examined in relation to the Section 20 Part 2 Process and the letter being received (as accepted by the Respondent) on the last day. He was asked why he had left it so late when the issues raised could have been raised far earlier during the 30-day period. To this Mr Green answered that he had complied with the deadline and that was the point of a deadline, in other words he was not required to send the material any earlier.

19. It was put to Mr Green that Messrs Bevan and Buckland did not accept letters from Mr Green and as such it was sent on Friday to the Respondent's solicitors who in turn made it known to Mrs Phillips.

20. Mrs Phillips then put to Mr Green that she had contacted the alternative company Mr Green had recommended by telephone on the Saturday and that company confirmed

that it did not undertake work of the nature that was required to the premises. Unsurprisingly, Mr Green could not comment in this regard.

21. It was then put to Mr Green that replacing the roof in itself in relation to the maintenance fund would cost some £300,000 or more by 2032 to which he did not comment.

22. Mr Green was then asked questions by the Surveyor Member of the Tribunal in relation to the roof survey as to whether or not he had seen an actual copy to which he said that he had not, and had simply been told about the outcome of the survey. He was also asked questions about the accounts and the fact that they were down some £22,000 from 2021 to 2022. To that Mr Green answered that it was due to the carpets having been paid for which was budgeted for and that it was normal to have some "fat years" and some "lean years". Mr Green again confirmed to Mr Baynham that he was not disappointed with the work undertaken but in relation to his apartment he had only seen one coat of paint being applied, but then went on to add that it might have been two coats and he may not have seen the second visit by the decorator.

23. When asked by the Tribunal Chair as to the position in relation to unforeseen works emanating from further fire proofing requirements following the Grenfell Tower incident, Mr Green answered that the blocks were already within the evacuation status in terms of those matters and that a fire risk assessment was undertaken every year.

24. We then heard from Mrs Angela Leach, a director in the Respondent company. Her Witness Statement at page 175 in the bundle confirmed that they had advised the Applicant on several occasions that they would no longer accept his e-mails or letters except via their solicitor due to the high volume of the same.

25. In evidence in chief, she confirmed the same again and also said that she lived across the hall from the Applicant and regularly bumped into him. In addition, she had a mail box available and the Applicant had telephone contact details. She confirmed the Applicant had problems with e-mail and post not arriving, some being shown as signed for despite the Applicant denying receipt of the same and some having been returned to the post office due to insufficient postage. When asked by Mrs Phillips in evidence in chief if Mrs Leach considered she and her fellow directors were professional, she said that they were not professionals within that profession, i.e. professional directors but they were doing the best they can. She worked as a civil servant and they all did the best they could. Mrs Leach confirmed they co-operated with various statutory bodies and by example gave an example of dealing with Swansea Council in relation to the recycling cages which were installed on-site.

26. Mrs Leach was then cross-examined by Mr Green, the Applicant and conceded that although on her Witness Statement she had put an address of 18 and 22 Arethusa Quay she lived at 18.

27. Mrs Leach was then asked about the recycling cages to which she confirmed that she had not dealt with the matter it was Mr Newell.

28. It was then put to Mrs Leach that it was far too long a period to instruct a bookkeeper once Mr Green had given up the position. The agreement was the book-keeper should have been in place within 7 days and it had taken 4 months. To this Mrs Leach answered that it would never have been possible to instruct somebody within 7 days, they needed to research and thereafter contact parties before electing for a bookkeeper.

29. We then heard from Mrs Eironwy Phillips. She confirmed the veracity of her Witness Statement which can be found at 179 – 181 in the bundle. She confirmed that she stood down as director in 2022.

30. When asked by the Applicant about the specification for the decoration and any change she said that there was no change but that Mr Newell had dealt with the actual discussions.

31. It was put to her by the Applicant that the lease required painting every five-years to which Mrs Phillips said that it might be prudent and best use of resources if it was painted less frequently but in the interim touched up, which was exactly the arrangement they had come to with the nominated decorator Mr Howarth. When asked questions about the railings she said that it was a completely different ball game, some railings had to be treated in a different manner due to their position and exposure to the salty air in areas where they would not be frequently washed by rainwater. In Mrs Phillips' view regardless of the lease terms the leases probably required modernisation.

32. When asked about the corrosion to the railings she said that it was likely to be the fault of the earlier painting rather than anything else. When asked about why there was a delay in painting the interior and exterior, she answered that they had been as had everybody else subject to the pandemic. They considered it more prudent to sub-divide the internal and external painting and whilst once the new interior doors had been fitted it was better to paint them. In addition, they had also been advised not to paint the exterior until the autumn as summer painting would or possibly could result in flaking.

33. We then heard from Mr Newell, Witness Statement at page 182 – 184 in the bundle. Mr Newell confirmed his evidence as per the Witness Statement which confirms he took charge of the external decoration and obtained the three quotes.

34. Mr Howarth's quote was accepted as it was the lowest and he had also seen evidence of his work. The railings were taken away and shot blasted (as a separate item not within Mr Howarth's contract). The reason for removal was the poor treatment they had had in the past. Furthermore, it had been agreed at a shareholders meeting on

the 25th February 2022 that the interior and external painting should be the subject matter of two separate projects. That resulted in the interior painting being below the threshold for a Section 20 consultation.

35. In terms of the sinking fund, he confirmed that he had researched the point and a new roof would cost approximately £320,000 including scaffolding.

36. Mr Newell was than cross-examined by the Applicant and confirmed he had joined the board two years ago. He had not been involved in 2014 but had discussed the specification with Mr Howarth the decorator. He again repeated his evidence that some of the railings had to be removed and shot blasted due to the poor painting in the past.

37. He maintained his evidence that at no stage had any specification included removing railings and shot blasting them simply rust treatment but it had subsequently transpired they needed further remedial work before they could be painted and rust treated. Accordingly, the same was undertaken absent any of the specification within the tenders sent to the three decorating companies. In this regard Mr Newell made reference to the invoices which we can see at page 59 and page 60 of the bundle. He confirmed that these invoices were paid to the handyman that they used Mr E W Jones and this was additional work to what had been the subject matter of the tender.

38. He was then asked about the invoice for the cherry picker at page 62 in the bundle and confirmed that this related to the fact that Mr Howarth had hired a cherry picker to undertake the painting work. Whilst the cherry picker was on-site it transpired that some roof work could be undertaken and Mr Howarth agreed to extend the period of hire beyond the period required for the decoration as it would save the Respondent company money. As such the £648 was a refund to Mr Howarth for a period when the cherry picker was on-site under his contract of hire when he was not using it.

39. Mr Newell confirmed that the painting took about one month and at that stage the cherry picker was driven by one of Mr Howarth's team whereas once the painting had come to an end it was driven by the company's preferred contractor and was nothing to do with Mr Howarth. Accordingly, there was no double accounting in terms of payment.

40. In response to questions put to Mr Newell by the Tribunal Chair he confirmed that the painting work was concluded by the 5th November 2021.

41. Mr Newell was then asked about the recycling cages and confirmed that that he had discussions with the Council's recycling department (Mr Wayne Williams) who confirmed there was no need for planning permission.

42. We then heard closing submissions on behalf of the Respondent via Mrs Phillips who submitted as follows:

i. The pandemic brought in the need to be more flexible and whilst the Respondent understood the provision in the lease there needed to be flexibility especially due to the exceptional circumstances.

ii. The process in relation to the decoration was followed properly and the work was of good standard including the decorator touching up every time there was a requirement. There were no complaints from any of the other shareholders/leaseholders in relation to the work.

iii. The maintenance payments were reasonable given rising costs and also the rising costs of living. There was no where near £250,000 within the sinking fund and a roof would require approximately £300,000.

iv. All shareholders at the meeting had agreed to the maintenance fee at £800.

v. Mr Green only sought to challenge the Part 2 Section 20 process on the last day, that challenge was initially sent to the solicitors due to the protocol and the fact that he was sending copious amounts of correspondence to the accountants.

43. We then heard from Mr Green the Applicant who submitted as follows:

i. There was a difference between shareholders and leaseholders, not necessarily did both overlap.

ii. There was no reason why the painting could not have been done sooner, it was outside work and would not be affected by the pandemic in the same way as internal work.

iii. In relation to the the Section 20 process the specification was different to what ultimately was undertaken by the favoured contractor Mr Howarth.

iv. The pandemic and furlough had given more time for personnel to deal with the Section 20 process.

v. The lease prescribed a five-year cycle for painting which was not a discretionary period.

vi. The maintenance payment should be limited to £600 that was sufficient and £800 was unreasonable given the target of £100,000 for the roof had been attained.

vii. Mr Green also addressed us on the allegations that he was a nuisance and as asserted by Mrs Phillips in her closing submissions was vexatious. He maintained that the lease gave him the right to question these issues and it is not unreasonable to do so. He also sought to differentiate between the shareholders meeting and the tenants meeting. The latter not having occurred at the same time.

**The Law**

44. Section 19 of the Landlord & Tenant Act 1985 ("the 1985 Act") places limitations on the recoverability of service charges on the basis of reasonableness. Section 27A of the 1985 Act provides the Tribunal with power to determine the amount of service charge payable in respect of costs incurred relating to repairs and maintenance.

45. Section 20 of the 1985 Act provides a requirement of a consultation in respect of qualifying works if a leaseholder is expected to pay more than £250.

**The Detail**

46. The Consultation procedure to be followed is set out in the Service Charges (Consultation Requirements) (Wales) Regulations 2004 SI 2004/684 ("The Consultation Regulations").

47. By virtue of Regulation 6 of The Consultation Regulations, in the absence of a valid consultation, the amount that the freeholder can lawfully recover from the leaseholder for work is capped at £250.

48. Section 20ZA of the 1985 Act provides the Tribunal with power to dispense with all or any of the consultation requirements in Section 20 and The Consultation Regulations if it considers it reasonable to do so.

49. The Supreme Court in ***Daejan Investments Limited -v- Benson [2013] UKSC 14*** provides guidance as to how the discretion under Section 20ZA should be exercised, confirming that:

(i) The purpose of Sections 19 to 20ZA was to ensure a leaseholder was not required either to pay for unnecessary or defective services, or to pay more than was necessary for services to an acceptable standard.

(ii) In the circumstances when considering a Section 20ZA(1) Application the Tribunal has to focus upon the extent of prejudice as a result of any failure to comply with the consultation requirements. Further, it was hard to see why dispensation should not be granted where the failure to comply had not effected the extent, quality and cost of works.

(iii) Compliance with the requirements was not in itself an end and dispensation should not be refused simply by reason of a serious breach. The prejudice flowing from the breach was the main and usually only question for the Tribunal.

(iv) Where the Tribunal was considering prejudice, the legal burden would be on the Applicant (ie the party seeking dispensation from the consultation requirements), but the factual burden in terms of identifying a relevant prejudice would fall upon the Respondents (to the Application of Dispensation). Once the Respondent (to the Application for Dispensation) have shown a credible case for prejudice, it is for the Applicant to rebut the same.

50. In relation to the Application under Section 20C. Section 20C of the 1985 act provides:

(1) "*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 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, in the Application is made after proceedings are concluded, to any Leasehold Valuation Tribunal.*

*(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*".

51. In accordance with Section 20C of the 1985 Act, the Tribunal may make such Order as it considers just and equitable in all the circumstances and a number of cases provide guidance in this regard.

**The Decision**

52. We have considered carefully both the written and oral evidence, closing submissions and in terms of the items raised the Tribunal unanimously find as follows:

i. We accept Mrs Phillips' evidence that she contacted the decorator nominated by Mr Green on the Saturday following receipt of his comments to the Part 2 process.

ii. We also unanimously accept the evidence of Mr Newell as regards any suggestion of a change in the specification post the Section 20 tendering specification. In other words, we accept that the issue of removal of the railings and sand blasting or shot blasting or cold galvanising undertaken off site were completely separate and not included in either the specification or the tenders which were submitted by the parties.

iii. It is clear that the Respondent undertook the Section 20 process, it identified three separate contractors being namely the estimates at pages 188 and 189.

iv. Mr Howarth was the lowest price by far and also he was not VAT registered resulting in a further saving. We do not accept Mr Green's submissions that due to the fact Mr Howarth was not VAT registered could have caused difficulty for the leaseholders as he might have tipped the level for registration prior to invoicing. That did not happen and in any event as we see it Mr Howarth had tendered at a fixed price and therefore could not subsequently argue that the VAT should be charged.

v. When an analysis is made of the quotes it is abundantly clear that Mr Howarth represented the best value for money. We also accept Mr Newell's evidence that he witnessed other work undertaken by Mr Howarth and that as part of this arrangement Mr Howarth would undertake subsequent "touching up" of any defective areas.

vi. The above being the case we accept that in all the circumstances taken in the round that the Section 20 procedure was followed properly.

vii. Even if we are incorrect in our view, given the need to carry out the painting (as accepted by the Applicant by virtue of one of his issues being that it should have been undertaken sooner) and the fact that the Respondent company obtained three separate quotations and in essence elected for the cheapest quotation, we would not have had any hesitation in granting dispensation as it is abundantly clear this work was needed in order to prevent any deterioration to the building.

viii. In addition, we find as a fact that the payment for the cherry picker as invoiced separately by Mr Howarth at page 187 was nothing to do with the painting contract and as such there was no double accounting insofar as Mr Howarth was not in receipt of payment for a cherry picker when it was used on-site during the painting contract and therefore there could be no overlap.

ix. In relation to the second item being the on-going management charges we accept the Respondent's evidence that this was agreed by way of a majority vote. There is no evidence before us of Mr Green dissenting i.e. voting against the decision. We agree with the Respondent's evidence that it is sensible to build up a sinking fund. There was no evidence before us as to the order of magnitude of the existing sinking fund of being, as suggested by Mr Green being between £150,000 and £250,000. We accept the evidence of Mr Newell as to his enquiries as to re-roofing to the tune of circa £300,000. That coupled with the Respondent's written evidence in the Scott Schedule as the need for further fire proofing which in essence was unchallenged by the Applicant in our view renders the £800 maintenance fee reasonable.

x. However, as aforesaid in any event as this was a matter dealt with by majority vote it should not have been an issue raised before us. We simply set out our reasoning as above for the avoidance of doubt.

**Section 20C Costs**

53. Mrs Phillips in closing submissions confirmed that they had not essentially incurred any professional costs this time i.e. they had not engaged solicitors or counsel. However, when asked about the principle of Mr Green's Application to exclude costs from the service charge she said that the shareholders would object to such a course of action.

54. However, given the fact that there are no costs, such an application may be academic however, we will still need consider the same as part of our deliberations.

55. Mr Green on the subject of costs said that it should be excluded as he was entitled to raise issues and in essence the tenure of his entire evidence was that there was poor management on the part of the Respondent management company which had required him to raise these issues.

**Discussion as to Section 20C Application**

56. Having considered the matter in the round we are mindful of the comments of Mrs Phillips that there are no costs incurred this time by the Respondent company. However, we still need to determine this matter and whilst there was some suggestion by Mrs Phillips in her closing submissions as to Mr Green's approach being vexatious, no cost application against Mr Green was made by the Respondent company.

57. Accordingly, we simply need to deal with the Section 20C Application and bearing in mind the fact that the company is made up of shareholders all of whom have a leasehold interest in the Arethusa Quay apartments, save as for any tenants who may be paying service charge in addition to rent ( a matter out with the ambit of our Tribunal's consideration) we form a view that for the majority of the time the same parties will be footing the bill irrespective whether or not ruled that the company has to meet the cost as opposed to the leaseholders.

58. Given all the above we conclude that it is not appropriate in the circumstances to grant a Section 20 dispensation.

59. As an aside to our formal judgement above we would wish to comment as follows in relation to this matter, now having heard two separate applications by the same Applicant in relation to the Respondent's management company:

    i. It is abundantly clear to us that there is a lack of communication and co-operation between the parties.

    ii. Going forward we would strongly encourage the parties to co-operate.

    iii. Whilst the Applicant is of course entitled to challenge any service charge that is deemed payable he has now on two occasions challenged the maintenance fund when the same has been unanimously agreed by all other relevant parties by way of either voting for or dissent and as far as the evidence appears to suggest he has as never voted against. In the circumstances unless that aspect of these matters changes fundamentally in the future we would not urge the Applicant to make any further application founded upon this issue as we have essentially ruled on the same set of circumstances on two occasions.

**Dated this 12th day of September 2022**

**T Lloyd**
**CHAIRMAN**