

Case Ref (LEASE)	Parties Involved	Nature of Complaint	Outcome	URL Link / LVT Reference No
4023 – The Waldrons	Applicant: Mgmt Properties Ltd BLR Temple Trust Prop Mgmt David Glass	Management Quality	<p>“At the outset the lessor conceded that everyone had been "badly let down" by the managing agents”.</p> <p>“complaints to Trust had to be chased for months before there was any action”</p> <p>“the tribunal is not impressed by the standard of management”</p> <p>“However, in year ending March 2007 (Trust's first year) its failings are such as to justify a reduction of its claimed fee by 50%”</p> <p>Para 16 - management under Trust “inadequate”</p>	http://www.lease-advice.org/decisions/other/pdf/4023_dir/4023_page1.htm
4218 – Nander Court, Southend On Sea	App: B Glass Basicland Registrars Trust Prop Mgmt Towergate – insurance broker – witness statement	Insurance commission	<p>P45 “we have no hesitation in recording that the way in which the Applicant and her respective agents and advisers have dealt with the major works project and subsequent demands for money and the failure to respond to the legitimate enquiries made by Mr Bean has been appalling and is worthy of the strongest condemnation”.</p> <p>Towergate receives a commission from the insurers of 25% of the premium. ... refused to say whether</p>	http://www.lease-advice.org/decisions/other/pdf/4218.pdf

		<p>Towergate shared any of the commission it received from the insurers with the Applicant or, indeed anyone, and if it did how much it share</p> <p>We infer from this evidence that Towergate does share some of its commission with the Applicant because if it did not Mr Cocks would have said so..</p> <p>The lease obliges the lessee to contribute to "...<i>the cost of insurance</i>". Properly construed we take that to mean the net cost, as actually incurred by the landlord and not to a gross cost.</p> <p>We accept and prefer the submissions of Mr Bean that service charges are not to intended to be a profit centre for landlords but that landlord's should be limited to recoup outlay actually incurred</p> <p><i>Jollybird Limited v Fairzone Limited</i> [1990] 2 EGLR 55 CA supports this position.</p> <p>We do not know the net cost of insurance incurred by the Applicant because the Applicant and her advisers and representatives refuse to reveal the amount of the rebates or commissions paid over by Towergate .. the Applicant forces the Tribunal to adopt the only course open to it, namely to apply the accumulated experience and expertise of the members of the Tribunal .. In doing so we find it appropriate to adjust the amount of the contributions claimed for insurance. We do so</p>	
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			both to strip out the Emergency Assistance Cover element and to allow for commission received. We adjust the sums claimed by 25 per cent.	
4261	Trust Prop Mgmt Management Properties David Glass Temple	Survey	50% of cost for survey only as no access to rear gained	http://www.lease-advice.org/decisions/other/pdf/4261.pdf
4261		Access	Desktop exercise of fire risk, not auctioned, 50% of mgmt fee due only	
4631			"bad performance"	
4665			10% reduction, no inspections, 2 asbestos reports (no need for second report)	
5337- Riversdale Road - LON/0 0AU/LS C/2009 /0759 and 0826	Applicant (Raleigh Close Investements) rep by Mires, Trust PM Towergate – Jun / Jul 2010	Asbestos, survey, insurance commissions and management fee	<p>Insurance Commission</p> <p>Mr Mires informed the Tribunal that the Applicant insured its entire property portfolio of 7500 properties through Towergate (Insurance Brokers).</p> <p>In Directions the Tribunal had ordered that the Landlord use its best endeavours to send to the tenants a statement of all commissions received in respect of insurance by the landlord or associated companies or persons.</p> <p>Mr Mires in addition relied upon the case of <i>Berrycroft Management Co-v- Sinclair Garden Investments(1997)</i> 29 HLR – differences in policy</p>	http://www.lease-advice.org/decisions/other/pdf/5337_Dir/5337_Page1.htm#7798785

			<p>The brokers stated in their letter:- " <i>I can confirm that we earn 25% commission from the current insurers Axa; we are entitled to earn commission for arranging/administering the policy. If we choose to pay away a proportion of our earnings to a third party such as a freeholder or Property Managing Agent it is a matter between those parties involved.</i>"</p> <p>Mr Mires did not provide information on whether or not commission was paid to the Applicant or managing agents and if so, the percentage.</p> <p>The Tribunal does not accept that the cost of the insurance inclusive of the commission is reasonable, and has determined that, in the absence of justification of the considerable commission and the failure to provide the evidence requested as part of the directions, that the part of the insurance which relates to commission should be reduced. The Tribunal is not satisfied on a balance of probabilities that the cost of the insurance is reasonable. The Tribunal has determined that the insurance premium cost should be reduced by 10% for each of the years in question.</p> <p>Survey</p> <p>The Tribunal was also concerned about the lack of clarity in the relationship between Trust Property</p>	
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		<p>Management and Benjamin Mires Chartered Surveyors. The Tribunal noted that although the managing agents stated that annual visits were carried out, these were, according to the evidence, delegated to Benjamin Mires Chartered Surveyors. This meant that rather than the managing agents being aware of maintenance issues and then commissioning a more detailed report, the "awareness" was coming from the surveyor who was instructed to prepare the report. This is not right.</p> <p>Asbestos</p> <p>The Survey stated that a visual inspection had been carried out and the level of identification of asbestos material was recorded as "presumed". There was a further recommendation that a follow up survey be carried out.</p> <p>The Tribunal noted that the Asbestos report came to no firm conclusions about whether or not asbestos was present and that the report noted at page 394 of the bundle "presumed asbestos". We consider that this is wholly unacceptable as a conclusion in a report which was specifically commissioned to deal with the issue of whether asbestos is present in the premises. We noted that the inspection carried out was a remote visual inspection of the roof and did not involve going up onto the roof to carry out an inspection or any</p>	
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			<p>sampling. We find that the report commissioned was wholly inadequate.</p> <p>Management Fee:</p> <p>The Tribunal finds that no more than £75.00 including VAT per property is reasonable and payable for all of the years in question.</p>	
5909-176 Casewick Road	Trust P M (Rep Defendent)	Asbestos Survey	Not reasonable, 50% of charge, quick visual visit	http://www.lease-advice.org/decisions/other/pdf/5909_dir/5909_page1.htm
1761 -	Mire & Nesbitt – August 2005	Professional Charges	17.The Tribunal considered that the costs charged by Nesbitt and Mire are excessive.. here has been a considerable amount of duplication of the preparatory work with both Mr Mire and Mr Ladani charging for the same work... The total to be disallowed in respect of Mr Mire's fees is £1900”	http://www.lease-advice.org/decisions/8587pdf/1001-2000/1761.pdf - LON/00AQ/LSC/2005/0073
4341 -	Mire representing Applicant – 8 June 2009	Objection to appointment of managing agent	6. Mr Mire on behalf of the Applicant produced copies of two LVT decisions shortly before the hearing and confirmed that he wished to rely on them at the hearing. The Respondents objected. The Tribunal considered whether or not this late evidence should be admissible”.. “Mr Mire was unable to offer a satisfactory reason as to why this evidence had been produced so late” .. In considering the matter, the Tribunal had to balance a number of factors, including the inconvenience of an	http://www.lease-advice.org/decisions/8587pdf/4001-5000/4341.pdf - LON/00AG/LSC/2009/0116

			<p>adjournment to the Respondents who had come to the hearing expecting that it would proceed, the cost to the public of adjourning, and Mr Mire's inability to provide a satisfactory reason for producing this evidence at the last moment despite the fact that the Directions contain a warning (in bold letters) that 'failure to provide evidence as directed may result in the Tribunal deciding to debar the defaulter from relying on such evidence at the full hearing'". On balance, it was the view of the Tribunal that the evidence should be excluded. Mr Mire asked for it to be specifically noted that he objected to the exclusion of this evidence.</p> <p>17. In relation to the decision to appoint the managing agents, Mr Mire conceded that — technically — the Section 20 consultation procedures had not been carried out in full, but he felt that the more informal process that the Applicant did go through was sufficient in the circumstances and was arguably actually better than following the formal process.</p> <p>(Mire) accepts that they were not strictly complied with in a technical sense. Against that background and having also heard the evidence of Mrs Young and Mr Leaman, the Tribunal is of the view that if the consultation requirements apply they have not been sufficiently complied with. The formal procedures are there for a reason and the presumption is that they must be fully complied with. If the landlord can demonstrate to</p>	
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			<p>the Tribunal's satisfaction that a breach was trivial and did not prejudice the tenants at all then this might be a basis for accepting that the procedures had been adequately complied with, but this is not the case here given the degree to which the procedure was not followed and the plausible (although not conclusive) arguments brought by Mrs Young and Mr Leaman.</p>	
4382	TPM representing Respondent	unreasonableness of service charges	<p>On the question of management fees, the Applicants' case was that they were left to do much of the chasing to deal with matters.. lack of response that they got from the managing agents and their failures to deal with the complaints, for example relating to the electricity and the gardening. ...Although the charge did not on the face of it appear excessive, the service they received did not justify the fee. ... He (the applicant) tried wherever possible to meet with the Respondent and that the application to Tribunal was a last resort. He thought that the manner in which, for example, the refund from the electricity had been obtained was typical of the Trust's response to these matters in that everything was left so late in the day. .. LVT find .. We were concerned with the service provided by the managing agents in this case and feel it appropriate to reflect that in our decision as to the appropriate management fee... Insofar as the HR Surveyor's and it is therefore disallowed....The accountancy fee claimed by Mr Mire's firm on the 26 th November 2008 seems to us to be unreasonable. .. It seems to us that whilst the Lease may well enable Trust Property Management to</p>	<p>http://www.lease-advice.org/decisions/8587pdf/4001-5000/4382.pdf CAM/OOMD/LSC/2009/0030</p>

			recover their fees of the attendance before the Tribunal, the question we need to decide whether it is just in the circumstances to stop that from happening... we find it is just to make an Order under Section 20C prohibiting the Respondent from recovering the costs of the matter before the Tribunal through the service charges.	
301	Mire rep respondent	RTM Charges	the tribunal considers it is proper to limit the costs recoverable ... The preparation of the counter notices themselves would have taken relatively little time Contractor notices should have been sent on or as soon as reasonably practicable after the determination date (7 September 2011) by virtue of section 92(2) of the Act. Though Mr Mire refers to the contracts being "shrouded in history given their long standing nature" he has not provided sufficient reason for the late preparation of these notices, one of which was apparently to Trust Property Management itself. In the circumstances the tribunal disallows the additional cost of their preparation.	http://www.lease-advice.org/decisions/other/rtmpdf/301.pdf LON/0013JILCP/2012/011
3967	Oct 2008 – Respondent represented by Mire	Disputed Surveyor's Fees – BMCS – B Mire Chartered Surveyors	The invoice dated 29th September 2006 is a demand for payment for the work carried out by BMCS, but invoice is calculated by reference to an apparently non-existent tender for the work, which was higher than the lowest tender received. As such, the invoice should not have been authorised for payment by .. TPM. .. The Tribunal considered that this calculation resulted in fees, which were too high for the work carried out by BMCS, bearing in mind the stage at which the work was completed, which did not entail the commencement of or any	http://www.lease-advice.org/decisions/8587pdf/3001-4000/3967.pdf LON/00BD/LSC/2008/0004

			<p>supervision of works. The Tribunal did not consider that it was appropriate to base charges on the long-defunct and largely historic RICS Scales for Building Sonreyirrg—Services... The first acknowledgement that the figures in the BMCS invoice were incorrect came with the statement of case prepared by Mr Mire..some 22 months after the date of the original invoice. This was despite queries ...dating from 21st December 2006. The Tribunal was surprised to note that the Respondent did not appear to have made any attempt to negotiate a compromise of this dispute. In the light of this and of its Decision, the Tribunal orders that the Respondent should reimburse the Applicant for the £500 fees paid to the Tribunal.</p>	
4838	Mire representing the applicant – Feb 2010	Final Determination	<p>the Interim Decision & Further Directions had given notice that the Tribunal was minded to dismiss the Application for being an abuse of process on grounds indicated (see para.s. 15 and 16 thereof). As directed, Mr Mire duly made submissions (dated 21 December 2009) as to why the Tribunal should not dismiss the Application ... the Tribunal observes that the reference to "the standard practice" is not supported by anything to be found in the RICS Service Charge Residential Management Code of Practice (2 nd ed). On the contrary, arbitration or mediation by agreement rather than litigation is recommended for dispute resolution (para.3.26). C ... Consideration of an application to a LVT is only advised in limited circumstances... Here the practice adopted of making precautionary applications in respect of service</p>	<p>http://www.lease-advice.org/decisions/8587pdf/4001-5000/4838.pdf-LON/00AC/LSC/2009/0252</p>

			<p>charges before any significant disputes have arisen is not considered by the Tribunal to be fair or reasonable as between landlord and tenants in the circumstances of this case.</p> <p>20. Accordingly, in the exercise of its discretion under s.20C of the 1985 Act, the Tribunal orders that the costs incurred by the Applicant in connection with the present proceedings are not to be regarded as relevant costs to be mediation by agreement rather than litigation is recommended for dispute resolution (para.3.26).</p>	
2825	Mire rep. Applicant landlord – Nov 2006	reasonableness	<p>the Tribunal finds that the cost of the damp proofing works would not be reasonable unless and until further investigations have been carried out to establish the cause of dampness... during his (Mire's) involvement with the property, the service charges have been apportioned on the basis of one-tenth and one-seventeenth rather than strictly in accordance with the lease.</p>	<p>http://www.lease-advice.org/decisions/8587pdf/2001-3000/2825.pdf LON/00AC/LSC/2006/0241</p>
4784	Mire representing Respondent - Oct 2009	Reasonable of report charges / S20 award	<p>it was unreasonable of the respondents to commission a surveyor's report. It is hard to see how they could justify this as necessary for their management of the premises when they plainly knew that the applicants had expressed their dissatisfaction with the costs and the quality of the management and later that they wished to purchase the freehold.... Mr Mire told us that he and Mr Benouaic had between them spent some 30 hours in preparing the hearing. He put their costs at a total of £3,974.79 We were also surprised at the size of the respondent's charges which exceed the total of the</p>	<p>http://www.lease-advice.org/decisions/8587pdf/4001-5000/4784.pdf LON/00AP/LSC/2009/0536</p>

			<p>disputed service charges. The respondents failed to explain convincingly why it was necessary to appoint two representatives for the hearing. We consider the respondent's management costs claimed for these applications are wholly disproportionate... Any costs incurred by the respondents in dealing with these applications are not recoverable as service charges.</p>	
5970	<p>May 2011 – Mire representing the respondent – May 2011</p>	<p>Reasonableness of charges levied</p>	<p>We are concerned that the management of this flat seems to pay little regard to the respective obligations of the lessor and lessee as set out in the lease... We do not accept that the serving of a Notice of Intention under the S.20 procedure was sufficient to deprive the lessees of their right to carry out the modest repairs referred to in the 2007 survey. We are also concerned that the recommendations made in the survey as to the most economical manner of carrying out the repairs has not been followed and that a wholly disproportionate procedure has been commenced. We therefore disallow the fees of Benjamin Mire Chartered Surveyors in the sum of £1,763.76... the respondent has acted in a somewhat cavalier fashion with regard to the rights of the applicant and that his only means of obtaining redress has been through this application. We therefore make an order that the costs of these proceedings are not to be placed on the service charge account.</p>	<p>http://www.lease-advice.org/decisions/8587pdf/5001-6000/5970.pdf - LON/00AH/LSC/2011/0072</p>
8350	<p>Mire representing respondent – Oct 2012</p>	<p>Reasonableness of service charges</p>	<p>the landlord has not demonstrated that all of the charges in question were reasonably incurred, and so those charges identified as not being reasonably incurred are</p>	<p>CHI/19UC/LSC/2012/0063 - http://www.lease-advice.org/decisions/8587pdf/80</p>

			<p>not payable.. The Tribunal was disappointed to note that although the Respondent was aware of the date of construction, this was never passed on to the surveyor... The Tribunal was disappointed to note that the fire safety audit was conducted so long after one had been legally required... We also record breaches of the landlord's covenants for decoration. The Respondent appears wrongly to have assumed that the covenants were a matter of choice rather than obligation.. The Tribunal also was concerned by Mr Mire's admission that Trust did not maintain satisfactory records until 2011, such that he was unable to give the Tribunal any meaningful assurance that the building had been the subject of regular management visits in accordance with the RICS Service Charge Residential Management Code... evidence on the issue of visits pointed strongly towards an absence of visits, with the Tribunal being satisfied only as to two visits during a six-year period. ... poor level of service provided here...</p>	<p>01-9000/8350.pdf</p>
4674	Mire representing applicant (Lakeside) – Sep 2009	Reasonableness of service charges..	<p>With regard to the tender prices the Tribunal finds these somewhat suspect... Mr Mires' fee of 12% of the overall cost appears to the Tribunal to be excessive in view of the fact that the former specification was used, so that no new work was done on that, and nothing extra had been undertaken.. With regard to management fees, the Tribunal considers that while the management charges are low, they are not low enough to reflect the standard of management delivered.. With regard to</p>	<p>http://www.lease-advice.org/decisions/8587pdf/4001-5000/4674.pdf LON/00BG/LSC/2009/0240</p>

			accountancy fees the Tribunal is concerned at the level of fees charged.. the poor accounting has already been reflected in a large reduction in accountants' and management fees.. The Lessees asked for a s 20C order in view of the reductions made, in particular in management fees, the Tribunal considers that it would be just and equitable to make such an order.	
4680	Mire representing applicant – Nov 2009	Charges levied	Given the experience of the Applicant and those preparing the case, the Tribunal was somewhat surprised that these charges were described as service charges ... These charges are administration charges.. There is no provision in the lease allowing the charges claimed.. not payable... The report produced by Benjamin Mire Associates given that it was addressing a very specific issue ... appeared to have come at a considerable cost. The Tribunal noted that the author of the report appeared not to have any relevant qualifications ... The Tribunal was further concerned that the report was complex and identified some issues that may have been the freeholder's responsibility.	http://www.lease-advice.org/decisions/8587pdf/4001-5000/4680.pdf LON/00AD/LSC/2009/0521
7291	Mire representing respondent – Oct 2011	Reasonableness of charges	... satisfied that there had been some shortcomings in the management of the Property. The most obvious example was the unacceptably late delivery of the accounts for the year ending 31 March 2006... There were also other shortcomings... telephone calls to Trust Property Management Limited had not been dealt with or returned.. a basic service had been provided that justified no more	http://www.lease-advice.org/decisions/8587pdf/7001-8000/7291.pdf

			than the basic fee of £150 plus VAT per flat per year charged for the first two years.	
7128	Mire representing respondent – Sept 2011	Reasonableness of charges	Concerns were also expressed as to the standard of the management services being provided for the fees being charged.. absence of detailed breakdown of invoices/knowledge of works/services performed and an undue reliance on a 3rd party accreditation service	MAN/00BW/LSC/2011/0031 - http://www.lease-advice.org/decisions/8587pdf/7001-8000/7128.pdf
5264	Mire representing respondent – July 2010	Reasonableness of charges	The Tribunal is satisfied that the service provided on behalf of the Respondent has fallen significantly short of what the Applicants could expect under their respective leases and the RICS Code of Management Practice.. There is no doubt that the service provided to the Applicants on behalf of the Respondents has been minimal at best and, as already mentioned, well short of what they could expect at worst. The Tribunal finds it astonishing that a property owner would be willing to put their asset entirely in the hands of others to maintain and repair, as the Respondent has effectively done by leaving it to the Applicants.. The Tribunal is satisfied that the Applicants had little choice but to bring proceedings in order to get the Respondent and their agents to engage with them. There is a consistent history of the agents failing to respond to the Applicants' correspondence.	http://www.lease-advice.org/decisions/8587pdf/5001-6000/5264.pdf - LON/00BELIS/2010/0006
4665	Mire representing	Reasonableness	Mr. Mire was unable to explain why the bad condition	http://www.lease-

	applicant – Dec 2009	of charges	of the windows had not been picked up on one of the annual routine inspections his company claimed to have made. He said that the member of staff who did this had left.. This dispute has arisen for the reason seen by this Tribunal on many occasions – lack of communication.	http://www.lease-advice.org/decisions/8587pdf/4001-5000/4665.pdf - CAM/OOKF/LSC/2009/0079
7579	Mire rep. Respondent – Feb 2012	Reasonableness	We have taken over the management .. from Trust Property Management ..following a series of mistakes and poor performance as Managing Agents.. The Tribunal determines that the management fee for 2010 in the sum of £251.92 should be reduced by 50% to £125.96	http://www.lease-advice.org/decisions/8587pdf/7001-8000/7579.pdf - LON/00AWLSC/2011 /0568
4363	Mire rep. Respondent – Mar 2009	reasonableness	the information provided to the applicants was ad hoc and insufficient. The poor management of information by the managing agents also led the Tribunal to conclude that the management and professional fees were also not claimable as the service provided was not reasonably incurred or of a reasonable standard... the terms of the lease had not been complied with regarding demands, delay in producing the accounts, and poor management. The respondent's submission that the application should not have been initiated is also not accepted by the Tribunal. The information required was not provided when requested ...	http://www.lease-advice.org/decisions/8587pdf/4001-5000/4363.pdf - LON/00AQ/LSC/2008/0525
680	Mire rep respondent landlord as Nesbitt & Mire surveyors – Jul 2004	reasonableness	Further costs were incurred,..This additional time (18 hours) was charged at £150 perhour, amounting to £2700 plus VAT. The remainder of the Valuer's costs are not allowable under the terms of Section 33,	http://www.lease-advice.org/decisions/93pdf/1-1000/680.pdf - LON/ENE/1000/03
5785	Mire rep 2 nd def –		Respondents conceded 25% of the Management fees	http://www.lease-

	April 2011		under Schedule 1 and Schedule 4 of the service charges for the year ending 2004 and 25% of interest on these amounts.	advice.org/decisions/8587pdf/5001-6000/5785.pdf - LON/00ARLSC/2010/0698
3498	M Yun – Trust P M rep applicant landlord – Sep 2007	reasonableness	The Trust Property Management Ltd administration fees of £1,450 incurred were in relation to the service of notices, the tendering process, etc. Despite the fact that he had already conceded that the notices and demands had been incorrectly served, Mr Yun submitted that the cost had reasonably been incurred... the Tribunal noted the arithmetical error on the s.20 notice and mistakes made by Trust Property Management Ltd in its misunderstanding of the lease terms and how the management charge could be collected from the Respondents.. failure by Trust Property Management Ltd to meaningfully engage or deal with the substantive complaints made by the lessees. No meeting was offered by the Applicants.	http://www.lease-advice.org/decisions/8587pdf/3001-4000/3498.pdf -
5387	B Mire Surveyors rep applicants – Sep 2010	Dispensation with S20 requirements	A history between the parties of incomplete and inadequate work, and the distrust... this ought to have lead a prudent manager to investigate the condition of the balcony at an earlier stage, rather than when the work had commenced. .. this was sufficient to alert the Applicant to the need to commission a report before commencing with the external redecoration contract.	LON/00AC/LDC/2010/0094 - http://www.lease-advice.org/decisions/8587pdf/5001-6000/5387.pdf
3478	M Yun for TPM rep, applicant as man agent – Sep 2007	Reasonableness	The Tribunal determined that the cost of the proposed works were excessive. The double-glazing of windows and the internal decorations did not fall within the terms	http://www.lease-advice.org/decisions/8587pdf/3001-4000/3478.pdf -

			<p>of the lease.. The Tribunal was concerned that the failure to provide a detailed specification, tailor made to this property, resulted in a considerable distortion of the actual costs of repair... neither was there any requirement in the leases that that this cost should be recoverable". "It was not necessary ...that there should be audited accounts and therefore this would be disallowed. Likewise the cost of cleaning would be disallowed." "With regard to maintenance the sum of £1000 was excessive" Schedule of Works and costs associated with those works were manifestly excessive. ... Applicant's costs of the application at £4641.66 ... 5 hours work by Mr Yun at £150 per hour, 5 hours work by Mrs Dabool and further work by Mr Benjamin Mire... no provision in the leases for recovery of the costs .. the sum on its face appeared to be excessive for what was a simple and straightforward application</p>	
8133	Mire rep landlord as m agent – Aug 2012	reasonableness	<p>the fees of Benjamin Mire Chartered Surveyors in respect of the said 2010 works in excess of £500.00 + VAT were not reasonably incurred and no contribution to the same is payable by the Respondent... the arrears administration fee of £58.75 and the management arrears fees totaling £130.20 added to the Respondent's service charge account were not reasonably incurred and are not payable.. £250.00 in respect of boiler repairs to Flat 2 deducted from the Respondent's service charge account was not owed to the Applicant or to Trust Property Management Limited and is not payable..the sums demanded were not payable by the Respondent at the commencement of claim number 1QT71303 in the</p>	<p>CAM/OOKA/LSC/2012/0025 - http://www.lease-advice.org/decisions/8587pdf/8001-9000/8133.pdf</p>

		<p>Northampton County Court and are not now payable.. the consultation process was flawed because the initial letter stated that nominations of alternative contractors from tenants would not be accepted unless they came from a nominee of all tenants, whereas the statutory requirement is to invite a tender from any contractor nominated by any tenant...</p> <p>no explanation as to why the fees of BMCS had increased from 12.5% to 15%.... It is difficult to escape the conclusion that the work was divided into two invoices to avoid consultation requirements...</p> <p>BMCS charged their "minimum fee" of £1,500 + VAT. By this time, it appears that they were charging TPM 15% of the contract price, with a minimum fee of £1,500 + VAT. There was, of course, no arm's length negotiation of these fees.. the BMCS fee was nearly 28% of the contract price... .</p> <p>Altogether, it was a shambles and a very disappointing piece of business on the part of a substantial organization run by a chartered surveyor.</p> <p>the objection to the scale of the professional fees on this occasion is well founded. The outcome might have been very different had all the leaseholders been aware at the outset of the consultation process of the relationship between TPM and BMCS and the scale of fees TPM proposed to pay to BMCS without (for</p>	
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			<p>obvious reasons) there being any negotiation at arm's length... the Tribunal concludes that the arrears administration fee (which seems wholly unreasonable in amount for a few computer generated letters) and the management arrears fees (which do relate to letters from a real person but seem rather high considering the content of those letters) were unreasonably incurred..</p> <p>A management company instructing a related company on a regular basis could expect to achieve preferential rates. One would not, in those circumstances, expect to find reliance on an unexplained "minimum fee". The works in this case were very simple and did not need to be dealt with by a chartered surveyor (as was not, indeed, the case)...</p> <p>the Tribunal considers that the charges rendered were unreasonably high and that this should have been apparent to TPM.</p>	
3526	BMCS – Trainee surveyor – no appearance by Mire, rep applicant	reasonableness	<p>It was clear from Mr Levy's (Surveyor trainee BMCS) evidence that the figures that he relied on were produced in consultation with more senior colleagues and that he did not understand some parts of the process of the valuation exercise described above. It became apparent during Mr Levy's evidence that his company was a part of the same family of companies as the current managing agents... The figure was then further increased to allow for professional fees of 15%...the Applicant did not have the necessary documents to show what this charge was for...no</p>	<p>http://www.lease-advice.org/decisions/8587pdf/3001-4000/3526.pdf</p> <p>LON/00AC/LSC/2007/0080</p>

			evidence before the Tribunal of a demand made to the Respondent for either insurance premiums or service charges for the period .. the Tribunal cannot say that the sums claimed .. are payable.	
3287	Mire involved for respondent	Administration charge – reasonableness – Sept 2006	<p>The sum of £200-300 suggested by the Managing Agents Trust Property plc is unreasonable in the straightforward circumstances of this case. Furthermore, it is not at all clear that the letter from Mr Benjamin Mire of the Trust to Mr David Glass of Lakeside Developments Ltd was making reference to the costs in connection with approval of plans and/or of proceedings before the LVT</p>	<p>http://www.lease-advice.org/decisions/8587pdf/3001-4000/3287.pdf - MAN/00BR/LAC/2006/0007</p>
5367	TPM & BMCS – Rep respondent (not Mire) – Aug 2010	Reasonableness of charges	<p>“There was no explanation given as to the long delay between the complaint and the works being carried out. There was no explanation of why a representative of the managing agents did not go to inspect what was clearly a very serious complaint” ...</p> <p>“The landlords have had scant regard to the law and the RICS Management Code in respect of the costs of the proposed interior decorations.</p> <p>The landlord was not able to provide the estimate on which this charge was based and it was clear that a section 20 notice had not been served” .. “we determine that no sum is reasonable at this stage in view of the lack of compliance with the law by the landlord and its agents” ..</p> <p>“It is clear from the correspondence Ms Zorzin and the</p>	<p>http://www.lease-advice.org/decisions/8587pdf/5001-6000/5367.pdf - LON/00BIULSC/2010/155</p>

			other lessees had no alternative but to make this application to the Tribunal” ...	
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