

**APPENDIX 1: SCOTT SCHEDULE OF ACTUAL CHARGES FOR THE YEARS IN DISPUTE**

**DISPUTED SERVICE CHARGES S/C YEAR ENDED 2018**

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Caretaking/ Cleaning/ Gardening	£14,567.00	Subject to provision of a breakdown gardening costs exceeding £5,000 would be objected to on the basis of it being unreasonable. The tenants objection to gardening costs exceeding £5000 is on the basis of unreasonable costs and unreasonable service.	The Applicants have not raised any specific allegation and instead have objected to these costs in principle. This does not come close to raising a prima facie challenge to the gardening costs.	Tribunal confirms the charges of <b>£14,567</b> are reasonable on the basis of a lack of evidence that the sums charged are unreasonable.
Accounting	£3,096.00	Accounting charges are for an audit for the entire Estate. Individually these charges if evidenced by invoices may be reasonable subject to the provisions of the Lease and subject to the inclusion of accountancy	The Applicants do not raise any specific reasonableness objections to these sums. As set out in the statement of case their evidence is that such sums are not unreasonable.	The Tribunal confirms the charges of <b>£3,096.00</b> as reasonable and payable under the lease. It agrees with the Respondent that there are no specific reasonableness objections to these sums.

		elements within the administration charges. The Respondent has only produced invoices amount to approximately 50% of the amount in each year.		
Administration charges	£15,000	Full disclosure of all invoices amounting to this sum are required. The Managing Agent for Swanside is Colin Bibra. Their invoices must be produced to establish the actual cost and any profit element and any additional sums and profit element must be fully justified. The Applicants may be willing to agree the sums payable to Conin Bibra subject to full disclosure off those elements. The Applicants' current Managing Agents indicate a charge of £8,118 for the entire Estate if they were	As above	Administration charges are limited to 3% of the service charges plus the managing agents fees and the accounts. The accounts have been charged as above. The evidence suggests that the managing agents fees are reasonable. The Respondent must therefore calculate 3% of the service charges charged for the year 2018 and add the management fees to this to work out what is payable by the Applicants.

		<p>managing the entire Estate (as at 2024) and £8,910.00 as at 2025. The tenant's objection can hardly be said to be unspecified. It is noted that the Respondent has failed to provide the requested details or details of the service provided by Colin Bibra and the distinction between the charges.</p>		
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**DISPUTED SERVICE CHARGES S/C YEAR ENDED 2019**

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Caretaking/Cleaning/Gardening	£14,147.00	Subject to provision of a breakdown gardening costs exceeding £5,000 would be objected to on the basis of it being unreasonable. The tenants objection to gardening costs exceeding £5000 is on the basis of unreasonable costs and unreasonable service.	As above	Tribunal confirms the charges of <b>£14,147.00</b> are reasonable on the basis of a lack of evidence that the sums charged are unreasonable.
Sundry	£375	Invoices are requested as this amount is not known, or should be included within the administration charge. It is noted that the landlord has not produced the requested invoices.	This allegation is vague and unspecified. The burden rests with the Applicants to raise a prima facie case.	The Tribunal determines that £0 is payable under this heading as no invoices have been provided.
Accounting	£3,180.00	Accounting charges are for an audit for the entire Estate.	As above	The Tribunal confirms the charges of <b>£3,180.00</b> as reasonable and payable under

		Individually these charges if evidenced by invoices may be reasonable subject to the provisions of the Lease and subject to the inclusion of accountancy elements within the administration charges. The Respondent has only produced invoices amount to approximately 50% of the amount in each year.		the lease. It agrees with the Respondent that there are no specific reasonableness objections to these sums.
Administration charges	£15,000	Full disclosure of all invoices amounting to this sum are required. The Managing Agent for Swanside is Colin Bibra. Their invoices must be produced to establish the actual cost and any profit element and any additional sums and profit element must be fully justified. The Applicants may be willing to agree the sums payable to Conin Bibra subject to full	The Applicants' allegations are vague and unspecified. The burden rests with the Applicants to raise a prima facie case against the Respondent.	Administration charges are limited to 3% of the service charges plus the managing agents fees and the accounts. The accounts have been charged as above. The evidence suggests that the managing agents fees are reasonable. The Respondent must therefore calculate 3% of the service charges payable in 2019 and add the management fees to this to work out what is payable by the Applicants.

		disclosure off those elements. The Applicants' current Managing Agents indicate a charge of £8,118 for the entire Estate if they were managing the entire Estate (as at 2024) and £8,910.00 as at 2025. The tenant's objection can hardly be said to be unspecified. It is noted that the Respondent has failed to provide the requested details or details of the service provided by Colin Bibra and the distinction between the charges.		
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**DISPUTED SERVICE CHARGES S/C YEAR ENDED 2020**

<b>ITEM</b>	<b>COST</b>	<b>TENANT'S COMMENTS</b>	<b>LANDLORD'S COMMENTS</b>	<b>LEAVE BLANK (FOR THE TRIBUNAL)</b>
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Caretaking/Cleaning/Gardening	£11,145.00	Subject to provision of a breakdown gardening costs exceeding £5,000 would be objected to on the basis of it being unreasonable. The tenants objection to gardening costs exceeding £5000 is on the basis of unreasonable costs and unreasonable service.	The Applicants have not raised any specific allegation and instead have objected to these costs in principle. This does not come close to raising a prima facie challenge to the gardening costs.	Tribunal confirms the charges of <b>£11,145.00</b> are reasonable on the basis of a lack of evidence that the sums charged are unreasonable.
Sundry	£853	Invoices are requested as this amount is not known, or should be included within the administration charge. It is noted that the landlord has not produced the requested invoices.	As Above	The Tribunal determines that £0 is payable under this heading as no invoices have been provided.
Accounting	£4,095.00	Accounting charges are for an audit for the entire Estate. Individually there charges if evidenced by invoices may be reasonable subject to the provisions of the Lease and subject to the	As Above	The Tribunal confirms the charges of <b>£4,095.00</b> as reasonable and payable under the lease. It agrees with the Respondent that there are no specific reasonableness objections to these sums.

		inclusion of accountancy elements within the administration charges. The Respondent has only produced invoices amount to approximately 50% of the amount in each year.		
Administration charges	£15,000	Full disclosure of all invoices amounting to this sum are required. The Managing Agent for Swanside is Colin Bibra. Their invoices must be produced to establish the actual cost and any profit element and any additional sums and profit element must be fully justified. The Applicants may be willing to agree the sums payable to Conin Bibra subject to full disclosure off those elements. The Applicants' current Managing Agents indicate a charge of £8,118 for the entire	As above	Administration charges are limited to 3% of the service charges plus the managing agents fees and the accounts. The accounts have been charged as above. The evidence suggests that the managing agents fees are reasonable. The Respondent must therefore calculate 3% of the service charges for the year 2020 and add the management fees to this to work out what is payable by the Applicants.



		Estate if they were managing the entire Estate (as at 2024) and £8,910.00 as at 2025. The tenant's objection can hardly be said to be unspecified. It is noted that the Respondent has failed to provide the requested details or details of the service provided by Colin Bibra and the distinction between the charges.		
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**DISPUTED SERVICE CHARGES S/C YEAR ENDED 2021**

<b>ITEM</b>	<b>COST</b>	<b>TENANT'S COMMENTS</b>	<b>LANDLORD'S COMMENTS</b>	<b>LEAVE BLANK (FOR THE TRIBUNAL)</b>
Caretaking/Cleaning/Gardening	£12,118.00	Subject to provision of a breakdown gardening costs exceeding £5,000 would be objected to on the basis of it being unreasonable. The tenants objection to gardening costs	As Above	Tribunal confirms the charges of <b>£12,118.00</b> are reasonable on the basis of a lack of evidence that the sums charged are unreasonable.

		exceeding £5000 is on the basis of unreasonable costs and unreasonable service.		
Accounting	£3,600.00	Accounting charges are for an audit for the entire Estate. Individually these charges if evidenced by invoices may be reasonable subject to the provisions of the Lease and subject to the inclusion of accountancy elements within the administration charges. The Respondent has only produced invoices amount to approximately 50% of the amount in each year.	As Above	The Tribunal confirms the charges of <b>£3600</b> as reasonable and payable under the lease. It agrees with the Respondent that there are no specific reasonableness objections to these sums.
Administration charges	£15,000	Full disclosure of all invoices amounting to this sum are required. The Managing Agent for Swanside is Colin Bibra. Their invoices must be produced to establish the actual cost and any profit element and any	As above	Administration charges are limited to 3% of the service charges plus the managing agents fees and the accounts. The accounts have been charged as above. The evidence suggests that the managing agents fees are reasonable. The Respondent must therefore calculate 3% of

		<p>additional sums and profit element must be fully justified. The Applicants may be willing to agree the sums payable to Conin Bibra subject to full disclosure off those elements. The Applicants' current Managing Agents indicate a charge of £8,118 for the entire Estate if they were managing the entire Estate (as at 2024) and £8,910.00 as at 2025. The tenant's objection can hardly be said to be unspecified. It is noted that the Respondent has failed to provide the requested details or details of the service provided by Colin Bibra and the distinction between the charges.</p>		<p>the service charges charged for the year 2021 and add the management fees to this to work out what is payable by the Applicants.</p>
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**DISPUTED SERVICE CHARGES S/C YEAR ENDED 2022**

ITEM	COST	TENANT'S COMMENTS	LANDLORD'S COMMENTS	LEAVE BLANK (FOR THE TRIBUNAL)
Caretaking/Cleaning/Gardening	£14,387.00	Subject to provision of a breakdown gardening costs exceeding £5,000 would be objected to on the basis of it being unreasonable. The tenants objection to gardening costs exceeding £5000 is on the basis of unreasonable costs and unreasonable service.	As Above	Tribunal confirms the charges of <b>£14,387.00</b> are reasonable on the basis of a lack of evidence that the sums charged are unreasonable.
Accounting	£3,370.00	Accounting charges are for an audit for the entire Estate. Individually these charges if evidenced by invoices may be reasonable subject to the provisions of the Lease and subject to the inclusion of accountancy elements within the administration charges. The Respondent has only produced invoices amount to approximately 50% of	As Above	The Tribunal confirms the charges of <b>£3,370.00</b> as reasonable and payable under the lease. It agrees with the Respondent that there are no specific reasonableness objections to these sums.

		the amount in each year.		
Administration charges	£15,000	<p>Full disclosure of all invoices amounting to this sum are required. The Managing Agent for Swanside is Colin Bibra. Their invoices must be produced to establish the actual cost and any profit element and any additional sums and profit element must be fully justified. The Applicants may be willing to agree the sums payable to Conin Bibra subject to full disclosure off those elements. The Applicants' current Managing Agents indicate a charge of £8,118 for the entire Estate if they were managing the entire Estate (as at 2024) and £8,910.00 as at 2025. The tenant's objection can hardly be said to be</p>	As above	<p>Administration charges are limited to 3% of the service charges plus the managing agents fees and the accounts. The accounts have been charged as above. The evidence suggests that the managing agents fees are reasonable. The Respondent must therefore calculate 3% of the service charges charged for the year 2022 and add the management fees to this to work out what is payable by the Applicants.</p>

		unspecified. It is noted that the Respondent has failed to provide the requested details or details of the service provided by Colin Bibra and the distinction between the charges.		
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**DISPUTED SERVICE CHARGES S/C YEAR ENDED 2023**

<b>ITEM</b>	<b>COST</b>	<b>TENANT'S COMMENTS</b>	<b>LANDLORD'S COMMENTS</b>	<b>LEAVE BLANK (FOR THE TRIBUNAL)</b>
Caretaking/Cleaning/Gardening (6 month charges to 30.9.2022)	£7,590.00	Subject to provision of a breakdown gardening costs exceeding £5,000 would be objected to on the basis of it being unreasonable. The tenants objection to gardening costs exceeding £5000 is on the basis of unreasonable costs and unreasonable service.	As above.	The Tribunal confirms the charges of <b>£7,590.00</b> are reasonable on the basis of a lack of evidence that the sums charged are unreasonable.
Caretaking/Cleaning/Gardening (6 month charges to 31.03.2023)	£4, 912.00	See above. Additionally ay services performed	As above. The Respondent continues to have	The Tribunal confirms that the charges of £ 4,912.00 are

		during this period were for the Garage Block only, or for the central estate services only, or for the New Block only and should not be charged to the Old Block directly as all management functions for that period were removed from Swanside. Of this sum £2,236.00 appears to have been charged for the Old Block.	responsibility for the Central Estate in addition to the Garage Block and it is therefore wrong to claim that any services relation to the Garage Block only.	reasonable on the basis of a lack of evidence that the sums charged are unreasonable. The Tribunal is not clear exactly what figure the Applicants are challenging.
Audit and Accountancy fees (6 month charges to 30.09.2022)	£3,300	Subject to provision of a breakdown, gardening costs exceeding £5000 would be objected to on the basis of it being unreasonable. The Tenants separately were charged and paid to the Landlord £1760 for relevant hand over information. The Respondent has only produced invoices amount to approximately 50% of	As above	The Tribunal confirms the charges of <b>£3,300</b> as reasonable and payable under the lease. It agrees with the Respondent that there are no specific reasonableness objections to these sums. It also notes that the Scott Schedule at this point is not clear about the Applicants argument.

		the amount in each year.		
Audit and Accountancy fees (6 month charges to 31.03.2023)	£4,012.00	See above. Additionally any services performed during this period were for the Garage Block only and should not be charged to the Old Block directly as all management functions for that period were removed from Swanside. The Tenants separately were charged and paid to the Landlord £1760 for relevant handover. Of this sum £2522.00 has been charged directly to the Old Block.	As above. Additionally as set out in the statement of Mr Grey , a full audit is required to ensure a separation of funds between the various blocks.	The Tribunal confirms the charges of <b>£4,012</b> as reasonable and payable under the lease. It agrees with the Respondent that there are no specific reasonableness objections to these sums. It also notes that the Scott Schedule at this point is not clear about the Applicants argument. The Applicants have not persuaded the Tribunal that a full audit is not a reasonable requirement.
Administration charges (6 month charges to 30.09.2022)	£7,500	Subject to provision of a breakdown, gardening costs exceeding £5000 would be objected to on the basis of it being unreasonable. The Tenants separately were charged and paid to the Landlord £1760 for relevant handover	As above	Administration charges are limited to 3% of the service charges plus the managing agents fees and the accounts. The accounts have been charged as above. The evidence suggests that the managing agents fees are reasonable. The Respondent must therefore calculate 3% of the service charges charged for



		information. The tenants objection can hardly be said to be unspecified. It is noted the Respondent has failed to provide the requested details or details of the service provided by Coline Bibra and the distinction between the charges. .		the 6 month charges to 30.09.2022 and add the management fees to this to work out what is payable by the Applicants.
Administration charges (6 month charges to 31.3.2023)	£7500	See above. Additionally any services performed during this period were for the Garage Block only, or for the central estate services only, or for the New Block only and should not be charged to the Old Block directly as all management functions for that period were removed from Swanside. The Tenants separately were charged and paid to the Landlord £1760 for relevant handover	As above. The Respondent continues to have responsibility for the Central Estate in addition to the Garage Block and it is therefore wrong to claim that any services relate to the Garage Block only.	Administration charges are limited to 3% of the service charges plus the managing agents fees and the accounts. The accounts have been charged as above. The evidence suggests that the managing agents fees are reasonable. The Respondent must therefore calculate 3% of the service charges charged for the 6 month charges to 31.03.2023 and add the management fees to this to work out what is payable by the Applicants.

		information. Of this sum £4,715 appears to have been charged directly to the Old Block for a period during which there was no management.		
Drainage Repairs (6 month charges to 31.03.2023)	£8,405.00	The Respondent has failed to comply with consultation requirements in relation to these repairs and the costs are considered to be unreasonable in the absence of any explanatory information. Further clarity is needed on whether such repairs were for the central estate services or benefitted any of the blocks individually.	The Respondent accepts that it has not complied with the full consultation requirements. This was a deliberate decision due to the minimal increase in recoverable sums following a full consultation period when weighed against the time and expense for the procedure.	The Tribunal limits the costs payable to £250 per Applicant. The Tribunal notes the content of the Drains Report of September 2022 and determines that it was reasonable to carry out the works.