

## CASE STUDY

# Undue Delay

### Key Topics

Property Management, Service Charge, Contractors Repairs

### Award

£200.00

### Case Details

- The leaseholder complained that over a long period of time they received a poor service from their managing agent including slow and inefficient handling of maintenance matters, poor workmanship and overcharging by their contractors.
- The managing agent did not agree with the leaseholder's complaint. They stated that they had been fully communicative and cooperative and any challenges to the reasonableness and suggested duplication of charges should be dealt with by the First-tier Tribunal (Property Chamber).

### Evidence

Extensive correspondence and witness statements.

### Head Of Redress Decision

- A number of the issues raised by the leaseholder would be more appropriate to be dealt with by the First-tier Tribunal (Property Chamber);
- It is not within the remit of the PRS to deal with complaints against contractors used by the managing agent. Our remit is limited to only addressing complaints against members of the PRS;
- Our remit is limited to addressing the leaseholders complaint in relation to the service provided by the Member;
- Extensive amount of correspondence submitted by the leaseholder which had generally been responded to by the management company within a reasonable period of time;
- Issues could have been resolved more efficiently by the managing agent;
- Some maintenance works were protracted and caused inconvenience to the leaseholder;
- The organisation of the works could have been dealt with more efficiently by the managing agent;
- The leaseholder suffered some unnecessary distress and inconvenience which could have been reduced or avoided by the managing agent.

### Key Point From The Case

- Whilst the Tribunal has the remit to deal with the reasonableness of the service charge, the PRS can examine the managing agent's behaviour and conduct.

