



**Monarch Drive & Martley Road**

**Henwick Park**

**Worcester**

**WR2 6EU**

**Service Charge Expenditure Report**

**24<sup>th</sup> June 2014 to 23<sup>rd</sup> June 2015**



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## **Introduction**

This report has been produced by Johnson Fellows on behalf of the Landlord, Robin N Johnson. It is intended to provide details of the expenditure incurred during the service charge year 24<sup>th</sup> June 2014 to 23<sup>rd</sup> June 2015.

Enclosed within this report is a copy of the Service Charge Apportionment Schedule and Service Charge Variance Schedule.

## **The Property**

The property is located at the junction of Monarch Drive and Martley Road. It is situated approximately 2 miles to the west of Worcester City Centre. The premises consist of a parade of ground floor retail units, with residential flats above and associated garages. There is a customer car park to the front of the property and a private service road providing vehicular access to the rear. Communal staircases leads to a walkway terrace, which provides access to the residential flats.

## **Voids and Concessions**

Where any void units exist, the responsibility for the payment of the service charge rests with the Landlord. Presently there are no void units at the property. The Landlord is also responsible for the payment of the service charge in respect of the residential flats that are let on an Assured Shorthold Tenancy basis.

## **VAT**

The property is not elected for VAT. Therefore all expenditure stated within the report is gross of VAT.

## **Banking**

Due to the general level of service charge funds, we do not maintain a discrete bank account for the service charge at this property. The funds are held within the Johnson Fellows Client Account, which is maintained by Barclays Bank plc. As a consequence the service charge is not credited with any interest, nor are any bank charges allocated to the service charge.

Interest charged on the late payment of service charge by tenants is to be credited to the service charge.

There is no sinking fund or reserve fund.

## **Service Charge Objectives**

The objective of Johnson Fellows as Managing Agents is to provide a high quality management service. In so doing we aim to provide a well maintained environment, delivering value for money for the service charge expenditure.

The objective of this report is to provide a clear explanation of the expenditure on a not for profit/not for loss basis. It is also to promote clarity and transparency.



Should any occupier have comments on the format, or the information contained in this report which would assist in the report being improved for the benefit of all concerned, these comments would be welcomed. We would also welcome constructive feedback on the communal services provided at the property.

The service charge is administered having regard to Service Charges in Commercial Property; RICS Code of Practice 3rd Edition and the Service Charge Residential Management Code; RICS Code of Practice.

### **Residential Service Charge Obligations**

In accordance with the Landlord & Tenant Act 1987, Section 48 we can confirm that the Landlord is Robin N Johnson and their address for the service of notices is 21 Crown Road, Kings Norton Business Centre, Kings Norton, Birmingham, B30 3HY.

Please refer to the enclosed details in Appendix C for the relevant legislation of residential long leaseholder's rights and obligations which are relevant to the service charge. Any individual works required where any residential long leaseholders' contribution exceeds £250 plus VAT, we will consult the relevant leaseholders



## **Management Team**

### Facilities Manager:

Chris Monteith

Johnson Fellows, Charter House, 163 Newhall Street, Birmingham, B3 1SW

Direct Dial: 0121 234 0409

Mobile: 07786 072 755

Email: [chris.monteith@johnsonfellows.co.uk](mailto:chris.monteith@johnsonfellows.co.uk)

Chris Monteith is responsible for the repair and maintenance of the property and statutory compliance.

### Management Surveyor:

Ian Starbuck

Johnson Fellows, Charter House, 163 Newhall Street, Birmingham, B3 1SW

Direct Dial: 0121 234 0462

Mobile: 07887 745 635

Email: [ian.starbuck@johnsonfellows.co.uk](mailto:ian.starbuck@johnsonfellows.co.uk)

Ian Starbuck is responsible for the overall management of the property.

### Service Charge Accountant:

Rebecca Glover

Client Accounts

Johnson Fellows, Charter House, 163 Newhall Street, Birmingham, B3 1SW

Direct Dial: 0121 234 0405

Email: [rebecca.glover@johnsonfellows.co.uk](mailto:rebecca.glover@johnsonfellows.co.uk)

Rebecca Glover is the client accountant responsible for this property.



### **Service Charge Apportionment**

The service charge costs are apportioned under a single schedule in line with the provisions of the leases and shared amongst all leaseholders. We have adopted historical apportionments, which are based on the floor area for each premises. Should there be any changes to the floor areas then the service charge apportionments will be reviewed accordingly.

A Service Charge Apportionment Schedule is attached at Appendix A.



## **Expenditure Commentary**

### ***SCHEDULE 1***

***All figures are shown gross of VAT***

- **Electrical Supply** **£366.91**

The expenditure relates to the electricity consumption to the communal areas. The expenditure was marginally under budget.

- **Electrical Repair** **£0.00**

The budget allowed for any unforeseen electrical repairs throughout the service charge year. No expenditure was incurred.

- **Building Repair** **£6,125.48**

The cost heading allowed for a number of repairs to be completed throughout the service charge year. The main items included replacing damaged paving slabs to the front walkways, pot hole repairs and barrier repairs. The expenditure came in above budget.

- **Landscaping** **£1,450.00**

The expenditure relates to the contract for the general upkeep of the landscaped communal areas of the property, including weeding and the cutting back of plant material throughout the growing season. The expenditure was virtually on budget.

- **Audit Fees** **£300.00**

The cost is for the service charge expenditure for the year to be certified by an independent accountant.

- **Cleaning** **£5,127.00**

The expenditure relates to the contract for the weekly cleaning, sweeping and maintaining of the communal areas. The expenditure was marginally over budget.

- **Management Fee** **£2,590.00**

The figure represents the costs incurred for the preparation and management of the service charge budget and the general management of the communal areas of the property for the 12 month period. The expenditure was as budgeted.



**Total**

**Schedule 1**

**£15,959.39**

A handwritten signature in black ink, appearing to read 'G. Lantieri'.

.....  
Facilities Manager

Dated 16<sup>th</sup> December 2015

A handwritten signature in black ink, appearing to read 'Paul Starbuck'.

.....  
Partner

Dated 16<sup>th</sup> December 2015



**Appendix A**

**Monarch Drive & Martley Road, Henwick Park, Worcester, WR2 6EU**

**Service Charge Apportionment Schedule**

**24th June 2014 to 23rd June 2015**

| <b>Unit</b>    | <b>Schedule</b> | <b>Percentage</b> |
|----------------|-----------------|-------------------|
| 20 Martley     | 1               | 15.60%            |
| 22 Martley     | 1               | 11.30%            |
| 24-28 Martley  | 1               | 25.70%            |
| 138 Monarch    | 1               | 11.20%            |
| 140 Monarch    | 1               | 11.20%            |
| 142 Monarch    | 1               | 11.10%            |
| Flat 34        | 1               | 4.60%             |
| Flat 36        | 1               | 4.60%             |
| Flat 38        | 1               | 4.70%             |
| <b>1 Total</b> |                 | <b>100.00%</b>    |



## Appendix B

**Monarch Drive & Martley Road, Henwick Park, Worcester, WR2 6EU**

### **Service Charge Variance Schedule**

**24th June 2014 to 23rd June 2015**

The property is not VAT registered. All figures shown gross of VAT.

| Service Charge Item   | Schedule | Budget<br>2014/2015 | Expenditure<br>2014/2015 | Budget v<br>Expenditure<br>Variance % | Budget v<br>Expenditure<br>Variance £ |
|-----------------------|----------|---------------------|--------------------------|---------------------------------------|---------------------------------------|
| Electricity Supply    | 1        | £ 300               | £ 367                    | 22.30%                                | £ 67                                  |
| Electrical Repair     | 1        | £ 410               | £ -                      | -100.00%                              | -£ 410                                |
| Building Repair       | 1        | £ 5,000             | £ 6,125                  | 22.51%                                | £ 1,125                               |
| Landscape Maintenance | 1        | £ 1,400             | £ 1,450                  | 3.57%                                 | £ 50                                  |
| Cleaning              | 1        | £ 5,000             | £ 5,127                  | 2.54%                                 | £ 127                                 |
| Audit Fees            | 1        | £ 300               | £ 300                    | 0.00%                                 | £ -                                   |
| Management Fees       | 1        | £ 2,590             | £ 2,590                  | 0.00%                                 | £ -                                   |
| <b>Grand Total</b>    |          | <b>£ 15,000</b>     | <b>£ 15,959</b>          | <b>6.39%</b>                          | <b>£ 959</b>                          |



## **Appendix C**

### **The Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007**

- (1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- (2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask a leasehold valuation tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine:
  - a. who should pay the service charge and who it should be paid to;
  - b. the amount;
  - c. the date it should be paid by; and
  - d. how it should be paid.

However, you do not have these rights where:

- e. a matter has been agreed or admitted by you;
  - f. a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose;
  - g. or a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
- (5) Where you seek a determination from a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.
- (6) A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where:
  - a. it dismisses a matter because it is frivolous, vexatious or an abuse of process; or
  - b. it considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.

The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.

- (7) If your landlord:
  - a. proposes works on a building or any other premises that will cost you or any other tenant more than £250, or



- b. proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period,

Your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a leasehold valuation tribunal has agreed that consultation is not required.

- (8) You have the right to apply to a leasehold valuation tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.
- (9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must:
  - a. cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
  - b. cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods
- (10) The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.
- (11) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.
- (12) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.
- (13) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.