



Jacey Buildings

40/48 Birmingham Road

Sutton Coldfield

West Midlands B72 1QQ

Service Charge Expenditure Report

1st April 2015 to 31st March 2016



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



Regulated by RICS



Introduction

This report has been produced by Johnson Fellows on behalf of the Landlord, Hawksvalley Properties Limited. It is intended to provide details of the expenditure incurred during the service charge year 1st April 2015 to 31st March 2016.

The Property

The subject property is located within Sutton Coldfield and consists of a three storey parade, comprising of four ground floor retail units and eleven residential long leasehold flats above. The front of the parade consists of a forecourt for access and loading / unloading to the retail units. The rear benefits from a communal landscaped area and designated fire exit routes. Internal common areas include corridors and stairs leading to the residential flats.

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 expenditure report is to provide a clear explanation of the service charge 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 3rd Edition.

Residential Service Charge Obligations

In accordance with the Landlord & Tenant Act 1987, Section 48, it is confirmed that the Landlord is Hawksvalley Properties Limited and their address for the service of notices is 6 South Bar, Banbury, Oxfordshire OX16 9AA.

For the residential long leaseholders, please refer to the enclosed details at Appendix C for the legislation relevant to the service charge. For any individual works required where any residential long leaseholders' contribution exceeds £250 plus VAT, we will consult with the relevant leaseholders.



VAT

The Landlord has elected the property for VAT.

The VAT on the service charge expenditure attributable to the residential part of the property cannot be recovered by the landlord; therefore the gross expenditure is charged to the residential leaseholders only. The VAT on the commercial expenditure can be recovered, consequently the net costs plus VAT are applied, enabling the commercial leaseholders to recover the VAT charged to them.

Voids and Concessions

Where any void units exist, the responsibility for the service charge rests with the Landlord. 46-48 Birmingham Road was vacant during the year.

Banking

Due to the general level of service charge funds, we do not maintain the funds within a discrete bank account. As a consequence the service charge is not credited with any interest, neither are any bank charges allocated to the service charge. The funds are held within the Johnson Fellows Clients Account, which is maintained with Barclays Bank plc.

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

There is a reserve fund in place in order to accrue funds for the resurfacing of the rear walkways. The reserve fund is held in a separate interest earning account.



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

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

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

Rebecca Glover is the client accountant responsible for this property.



Service Charge Apportionment

The service charge is shared between residential and commercial leaseholders. The service charge apportionment for each schedule is noted within the Service Charge Apportionment Schedule at Appendix A.

Schedule 1:	Residential Leaseholders
Schedule 2:	All Leaseholders (No longer used)
Schedule 3:	Commercial Leaseholders
Schedule 4:	Residential Leaseholders (excluding Flat 1)

The service charge apportionment percentages are based on the Gross Internal Areas (GIA's) of the individual units as a percentage of the total GIA. Shared expenditure is split 66% for the residential leaseholders and 34% for the commercial leaseholders, based on the total residential and commercial GIA's against the overall total GIA. This marks a change back to the original shared expenditure split following a brief departure to a 50/50 split under which the budget was set. As a consequence, the Service Charge Variance Schedule at Appendix B does not represent a true comparison.

Apportioning based on floor area is regarded as best practice in accordance with the Service Charges in Commercial Property; RICS Code of Practice.



Expenditure Commentary

SCHEDULE 1 – Residential Leaseholders

All figures are shown inclusive of VAT

- **Pest Control** **£348.48**

The expenditure is for the quarterly pest control contract. The cost is shared between the residential and commercial tenants.

- **External Cleaning** **£0.00**

A provision was made for any external cleaning or fly tipping removal that may be required during the year. No costs were incurred under this heading.

- **Window Cleaning** **£300.00**

This figure represents the cost of cleaning the external windows of the residential parts of the building once per year.

- **Building Repair** **£810.83**

The budget allowed for any repairs required to the external parts of the building. The main item of expenditure was repairs to the lead flashings. The costs have been split between the residential and commercial tenants.

- **External Decoration** **£0.00**

A provision was made for any external decoration works. No expenditure was incurred.

- **Drain Maintenance** **£320.76**

The expenditure relates to the unblocking of the foul drains to the rear of the property and a repair to a mains water leak. The cost is shared between the residential and commercial tenants.

- **Landscaping** **£1,159.87**

The expenditure relates to the landscaping contract together with any additional non contract pruning works. The cost is shared between the residential and commercial tenants.

- **Reserve Fund** **£500.00**

The figure represents the annual contribution from the residential tenants into the reserve fund. Funds are being accrued to allow for the resurfacing of the walkway to the rear of the property.



- **Buildings Insurance** **£1,736.67**

The cost is for the total buildings insurance premium for the residential units. The insurance premium is not subject to VAT.

- **Audit Fee** **£247.00**

The RICS Service Charge Code of Practice states that service charge accounts for residential & commercial properties are to be independently certified on an annual basis. The cost covers the fee raised by the Accountants for certifying the year end service charge accounts; the fee is shared among the residential and commercial tenants.

- **Management Fee** **£3,876.04**

This figure represents the cost incurred to prepare and manage the service charge at the property for a 12 month period. The overall fee this year is £4,894.00 + VAT and is shared between both commercial and residential leaseholders.

- **Professional Fee** **£0.00**

The budget provided for an independent Building Surveyor to inspect and prepare a planned maintenance report. The expenditure was not incurred.

Total

Schedule 1 (Gross) £9,299.65

SCHEDULE 3 – Commercial Leaseholders

All figures are shown net of VAT

- **Pest Control** **£149.60**

The expenditure is for the quarterly pest control contract. The cost is shared between the residential and commercial tenants.

- **External Cleaning** **£0.00**

A provision was made for any external cleaning or fly tipping removal that may be required during the year. No costs were incurred under this heading.

- **Building Repair** **£766.00**

The budget allowed for any repairs required to the external parts of the building. The main item of expenditure was repairs to the lead flashings. The costs have been split between the residential and commercial tenants.

- **External Decoration** **£200.00**

The expenditure relates to an accrual for the redecoration of certain window frames and doors to the rear of the property.



- **Drain Maintenance** **£159.80**

The expenditure relates to the unblocking of the foul drains to the rear of the property and a repair to a mains water leak. The cost is shared between the residential and commercial tenants.

- **Landscaping** **£584.85**

The expenditure relates to the landscaping contract together with any additional non contract pruning works. The cost is shared between the residential and commercial tenants.

- **Reserve Fund** **£500.00**

The figure represents the annual contribution from the residential tenants into the reserve fund. Funds are being accrued to allow for the resurfacing of the walkway to the rear of the property.

- **Building Insurance** **£2,547.01**

The cost provides the total buildings insurance premium for the commercial units.

- **Audit Fee** **£127.50**

The RICS Service Charge Code of Practice states that service charge accounts for residential & commercial properties are to be independently certified on an annual basis. This cost covers the fee raised by the Accountants for certifying the year end service charge accounts; the fee is shared among the residential and commercial tenants.

- **Management Fee** **£1,663.96**

This figure represents the cost incurred to prepare and manage the service charge at the property for a 12 month period. The overall fee this year is £4,894.00 + VAT and is shared between both commercial and residential leaseholders. This is in line with the budget figure.

- **Professional Fee** **£0.00**

The budget provided for an independent Building Surveyor to inspect and prepare a planned maintenance report. The expenditure was not incurred.

Total

Schedule 3 (Net) **£6,698.72**



SCHEDULE 4 – Residential Leaseholders Excluding Flat 1

All figures are shown inclusive of VAT

- **Cleaning** **£2,013.78**

The expenditure relates to the cost of the weekly cleaning of the internal common areas to the residential flats.

- **Building Repairs** **£200.00**

The budget heading provided a contingency sum for any unforeseen items of repair. The cost relates to repairs to the communal entrance doors.

- **Decoration** **£100.00**

The budget provided for the redecoration of the communal areas, but it was decided that we would put these works on hold. The expenditure relates to the redecoration of a communal wall following a leak.

- **Electrical Repair** **£0.00**

The budget heading provided a contingency sum for any unforeseen electrical repairs. No expenditure was incurred.

- **Electricity Supply** **£570.95**

The expenditure is for the electricity supply to the common areas of the residential flats.

Total

Schedule 4 (Gross) £2,884.73

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Management Surveyor

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Facilities Manager

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Dated 17th August 2016

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Dated 17th August 2016



Appendix A

Jacey Buildings, 40/48 Birmingham Road, Sutton Coldfield, West Midlands B72 1QQ

Service Charge Apportionment Schedule

1st April 2015 to 31st March 2016

Unit	GIA Floor Area Sq Ft	Schedule	Percentage
Flat 1	1,215	1	15.80%
Flat 2	645	1	8.42%
Flat 3	645	1	8.42%
Flat 4	645	1	8.42%
Flat 5	645	1	8.42%
Flat 6	645	1	8.42%
Flat 7	645	1	8.42%
Flat 8	645	1	8.42%
Flat 9	645	1	8.42%
Flat 10	645	1	8.42%
Flat 11	645	1	8.42%
	7,665	1 Total	100.00%
40	602	3	15.23%
42	633	3	16.01%
44	727	3	18.39%
46/48	1991	3	50.37%
	3,953	3 Total	100.00%
Flat 2	645	4	10.00%
Flat 3	645	4	10.00%
Flat 4	645	4	10.00%
Flat 5	645	4	10.00%
Flat 6	645	4	10.00%
Flat 7	645	4	10.00%
Flat 8	645	4	10.00%
Flat 9	645	4	10.00%
Flat 10	645	4	10.00%
Flat 11	645	4	10.00%
	6,450	4 Total	100.00%

Schedule 1 – Residential
Schedule 3 – Commercial Only
Schedule 4 – Residential Excl Flat 1

Shared costs are to be split between Residential and
Commercial 34% / 66% based on total GIA's



Appendix B

Jacey Buildings, 40/48 Birmingham Road, Sutton Coldfield, West Midlands B72 1QQ

Service Charge Variance Schedule

1st April 2015 to 31st March 2016

The property is VAT registered. Figures for Schedules 1 & 4 shown inclusive of VAT. Schedule 3 figures shown net of VAT.

Service Charge Item	Schedule	Budget 2015/2016	Expenditure 2015/2016	Budget v Expenditure Variance %	Budget v Expenditure Variance £
Cleaning	1	£ 180.00	£ -	-100.00%	-£ 180.00
Window Cleaning	1	£ 300.00	£ 300.00	0.00%	£ -
Pest Control	1	£ 210.00	£ 348.48	65.94%	£ 138.48
Building Repair	1	£ 950.00	£ 810.83	-14.65%	-£ 139.17
External Decoration	1	£ 240.00	£ -	-100.00%	-£ 240.00
Drain Maintenance	1	£ 360.00	£ 320.76	-10.90%	-£ 39.24
Landscape	1	£ 1,250.00	£ 1,159.87	-7.21%	-£ 90.13
Reserve Fund	1	£ 500.00	£ 500.00	0.00%	£ -
Buildings Insurance	1	£ 1,698.00	£ 1,736.67	2.28%	£ 38.67
Audit Fees	1	£ 240.00	£ 247.00	2.92%	£ 7.00
Management Fees	1	£ 2,936.00	£ 3,876.04	32.02%	£ 940.04
Professional Fees	1	£ 1,200.00	£ -	-100.00%	-£ 1,200.00
1 Total		£ 10,064.00	£ 9,299.65	-7.59%	-£ 764.35
Cleaning	3	£ 150.00	£ -	-100.00%	-£ 150.00
Pest Control	3	£ 175.00	£ 149.60	-14.51%	-£ 25.40
Building Repair	3	£ 800.00	£ 766.00	-4.25%	-£ 34.00
External Decoration	3	£ 200.00	£ 200.00	0.00%	£ -
Drain Maintenance	3	£ 300.00	£ 159.80	-46.73%	-£ 140.20
Landscape	3	£ 1,000.00	£ 584.85	-41.52%	-£ 415.15
Reserve Fund	3	£ 500.00	£ 500.00	0.00%	£ -
Buildings Insurance	3	£ 1,340.00	£ 2,547.01	90.08%	£ 1,207.01
Audit Fees	3	£ 200.00	£ 127.50	-36.25%	-£ 72.50
Management Fees	3	£ 2,447.00	£ 1,663.96	-32.00%	-£ 783.04
Professional Fees	3	£ 1,000.00	£ -	-100.00%	-£ 1,000.00
3 Total		£ 8,112.00	£ 6,698.72	-17.42%	-£ 1,413.28
Cleaning	4	£ 1,860.00	£ 2,013.78	8.27%	£ 153.78
Building Repair	4	£ 310.00	£ 200.00	-35.48%	-£ 110.00
Decoration	4	£ 1,500.00	£ 100.00	-93.33%	-£ 1,400.00
Electrical Repair	4	£ 240.00	£ -	-100.00%	-£ 240.00
Electricity Supply	4	£ 480.00	£ 570.95	18.95%	£ 90.95
4 Total		£ 4,390.00	£ 2,884.73	-34.29%	-£ 1,505.27



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.