



JOHNSON FELLOWS
CHARTERED SURVEYORS

39-49 Oulton Rise

Northampton

NN3 6EW

Service Charge Expenditure Report

**25th December 2014 to 24th
December 2015**



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





Introduction

This report has been prepared by Johnson Fellows on behalf of the landlord Hawksvalley Properties Limited. It is intended to provide detail of the expenditure incurred during the service charge period 25 December 2014 to 24 December 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 Spinney Hill Road and Oulton Rise on the housing estate known as 'Parklands', situated to the north east of the town centre, off the Kettering Road (A5123). 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. A communal staircase leads to a walkway terrace, which provides access to the residential flats.

Voids and Concessions

The landlord is responsible for the service charge contribution for void units. The landlord is responsible for any service charge shortfall resulting from concessions granted to tenants. Unit 41 Oulton Rise was vacant throughout the service charge year.

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, so the gross expenditure is applied to the residential long leaseholders. 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.

Banking

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



Service Charge Objectives

The objective of Johnson Fellows as Managing Agent 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 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 RICS Practice Standards; Service Charges in Commercial Property; 3rd Edition, Code of Practice.

Residential Service Charge Obligations

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

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

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 property is shared between residential and commercial leaseholders therefore the service charge has been apportioned over three schedules.

The service charge costs are apportioned in line with the terms of the lease and provide for each tenant to pay a due proportion of the service charge which is attributable to each tenant's premises. This is shown in Appendix A.

The rationale behind our splitting the shared costs for the residential and commercial leaseholders is purely due to VAT. Residential properties are not able to recover VAT, therefore the expenditure detailed is inclusive of VAT (Gross). The commercial leaseholders are able to recover VAT, therefore the expenditure for the commercial element is as net of VAT.

Schedule 1	Residential – 100% (Gross)
Schedule 2	Residential – split 40% with commercial tenants (Gross)
Schedule 3	Commercial – split 60% with residential tenants (NET)

For expenditure that relates purely to the residential areas we have applied 100% to Schedule 1.

For expenditure that relates to the external parts, common areas and the fabric of the building the costs have been split 40:60 between Schedules 2 & 3.



Expenditure Commentary

SCHEDULE 1 – Residential – 100% Gross

This schedule details the budget headings that benefit the residential flats only.

There was no expenditure incurred under this cost heading.

SCHEDULE 2 – Residential – 40% Gross & SCHEDULE 3 - Commercial – 60% Net

This schedule details the budget headings that benefit both the residential flats and the commercial units. The expenditure is split 40:60 between the residential and commercial tenants.

	Schedule 2	Schedule 3
• Building Repairs	£1,122.10	£1,402.62

The heading provided a contingency sum for unforeseen repairs to the common areas. The main costs included the repairs to the rear staircases, the filling of potholes, patch repairs to the roof and the replacement of the fascia's and gutters. The total expenditure was under budget for both schedules.

• Landscaping	£1,241.56	£1,551.95
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The expenditure covers the monthly litter pick and weeding of the common area and the salting of the communal parts in the winter months. The total expenditure came in above budget, largely due to the salting costs not being budget for and due to increased contract rates. The contract is being re-tendered.

• Electricity Supply	£0.00	£0.00
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The cost heading allowed for the consumption of the communal lighting. No bills were received during the service charge year. Further investigation into the supply is being completed.

• Audit Fee	£120.00	£150.00
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The cost heading is the fee for having the year end accounts independently certified, in accordance with best practice.

• Management Fee	£583.68	£729.60
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The expenditure represents the costs incurred to prepare and manage the service charge budget together with arranging necessary maintenance/repairs and carrying out periodic inspections of the property. The total net fee of £1,216 is on budget.



Schedule 2

Schedule 3

Total:

£3,067.34

£3,834.17

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Facilities Manager

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Partner

Dated 12th April 2016

Dated 12th April 2016



Appendix A

39-49 Oulton Rise, Northampton, NN3 6EW

Service Charge Apportionment Schedule

25th December 2014 to 24th December 2015

Unit	Schedule	Percentage
Flat 1	1	25.00%
Flat 2	1	25.00%
Flat 3	1	25.00%
Flat 4	1	25.00%
1 Total		100.00%
Flat 1	2	25.00%
Flat 2	2	25.00%
Flat 3	2	25.00%
Flat 4	2	25.00%
2 Total		100.00%
39	3	13.00%
41	3	13.00%
43	3	13.00%
45-49	3	61.00%
3 Total		100.00%



Appendix B

39-49 Oulton Rise, Northampton, NN3 6EW

Service Charge Variance Schedule

25th December 2014 to 24th December 2015

The property is VAT registered. Figures for Schedules 1 & 2 shown inclusive of VAT. Schedule 3 figures shown net of VAT.

Service Charge Item	Schedule	Budget 2014/2015	Expenditure 2014/2015	Budget v Expenditure Variance %	Budget v Expenditure Variance £
Building Repair	1	£ -	£ -	0.0%	£ -
1 Total		£ -	£ -	0.0%	£ -
Building Repairs	2	£ 1,488.00	£ 1,122.10	-24.6%	-£ 365.90
Landscaping	2	£ 864.00	£ 1,241.56	43.7%	£ 377.56
Electricity Supply	2	£ 72.00	£ -	-100.0%	-£ 72.00
Audit Fee	2	£ 120.00	£ 120.00	0.0%	£ -
Management Fee	2	£ 583.68	£ 583.68	0.0%	£ -
2 Total		£ 3,127.68	£ 3,067.34	-1.9%	-£ 60.34
Building Repairs	3	£ 1,860.00	£ 1,402.62	-24.6%	-£ 457.38
Landscaping	3	£ 1,080.00	£ 1,551.95	43.7%	£ 471.95
Electricity Supply	3	£ 90.00	£ -	-100.0%	-£ 90.00
Audit Fee	3	£ 150.00	£ 150.00	0.0%	£ -
Management Fee	3	£ 729.60	£ 729.60	0.0%	£ -
3 Total		£ 3,909.60	£ 3,834.17	-1.9%	-£ 75.43



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.