Westbourne
Property Management and Lettings
In Partnership with Astons London

9 Spring Street | London | W2 3RA
E: info@wb19.co.uk | T: 0203 987 5050

Ms L Fabris
Flat 21
One Warrington Gardens
London
W9 2QB

26th February 2024

Re: Flat 21, One Warrington Gardens, London, W9 2QB

Dear Ms Fabris,

Please find attached the estimated cost of services for the Year Ending 31 December 2024 and invoices for this quarter's service charge and ground rent. **Please note the bank account details have changed** from the previous invoice.

We have included in the left-hand column the expenditure for the year ended 31 December 2023 and a column showing the projections for year ending December 2024.

We have prepared the service charge estimate having reviewed past expenditure, current contracts in place, the specific compliance needs of the property and taking into account inflation and a threefold increase in our insurance premiums (from £23,000 to £62,000 p.a) due to the cladding issues. As per last year the electricity costs remain very high at approximately £48,300 for the year. We will continue to monitor energy costs and look to taking steps to reduce energy consumption where possible.

Given the current economic climate and rising costs in all areas we have increased the service charges payable by 12% which is the minimum increase in the circumstances. Estimates have been discussed and agreed with One Warrington Gardens Management Company Limited. We enclose our application for payment which we would be grateful if you would settle at your earliest opportunity

Following an independent Fire Risk Assessment and Health & Safety Inspection of the common areas we have been advised that all fire doors – both communal and flat front doors will need to be updated in order to be compliant with new regulations. This together with the West Lift refurbishment and increased insurance premiums will put significant pressure on this year's budget. We may have to raise further monies during the year therefore in order to account for these unexpected additional expenditures but will continue to try to optimise costs to minimise the need to raise additional funds.

Yours sincerely,

Oliver Sampson-Bancroft
Property Manager

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To: **Ms L Fabris**
Flat 21
One Warrington Gardens
London
W9 2QB

26th February 2024

Invoice Number: OWG-21-24-1

On behalf of One Warrington Gardens Management Company Limited

Service Charge Demand in respect of: **Flat 21, One Warrington Gardens, London W9 2QB**

Due Date	**Description**	**Period**	**Amount**
1 Jan 2024	Quarterly Service Charge	1 Jan 2024 - 31 Mar 2024	£1,776.90
1 Jan 2024	Half-Yearly Ground Rents	1 Jan 2024 - 30 Jun 2024	£50.00
		Amount now due:	£1,826.90

If the Service Charge remains unpaid for 28 days after falling due, interest will be charged at 4% over the base rate. Notice is hereby given pursuant to S.48 Landlord & Tenant Act 1987 that all notices (including notices in proceedings) may be served upon the Landlord: *One Warrington Gardens Management Company Limited, 9 Spring Street, London, W2 3RA*

Please make payment directly to the following account:

Payee One Warrington Gardens Management Company Limited
Sort Code 20-03-79 | **Account Number** 33296830

Payment Reference: OWG-21-24-1

Please include the payment reference.

✂ ....

Remittance Advice

One Warrington Gardens Management Company Limited
Westbourne Block Management
9 Spring Street
London
W2 3RA

Invoice Number OWG-21-24-1

Cheque Amount: £ ___________________
Please make your cheque payable to:
One Warrington Gardens

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Service Charges - Summary of tenants' rights and obligations

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 the First-tier 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 who should pay the service charge and who it should be paid to; the amount; the date it should be paid by; and how it should be paid.

   However, you do not have these rights where a matter has been agreed or admitted by you; 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; 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 the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.

6. The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007. The Lands Tribunal has similar powers when hearing an appeal against a decision of the First-tier Tribunal.

7. If your landlord proposes works on a building or any other premises that will cost you or any other tenant more than £250, or 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 the First-tier Tribunal has agreed that consultation is not required.

8. You have the right to apply to the First-tier 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 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 cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods. 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.

10. 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.

11. 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.

12. 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.

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S. 166 Commonhold and Leasehold Reform Act 2002
NOTICE TO LONG LEASEHOLDERS OF RENT DUE

To: Ms L Fabris
Flat 21 One Warrington Gardens London W9 2QB (**Note 1**)

This notice is given in respect of: Flat 21 One Warrington Gardens London W9 2QB

It requires you to pay rent of £50.00 on 1 Jan 2024 (**Note 2**)

This rent is payable in respect of the period: 1 Jan 2024 - 30 Jun 2024

This notice is given by: One Warrington Gardens Management Company Limited
9 Spring Street, London, W2 3RA

NOTES FOR LEASEHOLDERS

Read this notice carefully. It sets out the amount of rent due from you and the date by which you must pay it. You are advised to seek help immediately, if you cannot pay, or dispute the amount. Those who can help you include the Citizens Advice Bureau, a housing advice centre, a law centre or solicitor. Show this notice and a copy of your lease to whoever helps you.

The landlord may be able to claim additional sums from you if you do not pay by the date specified in this notice. You may have the right to challenge the reasonableness of any sums at a Leasehold Valuation Tribunal.
Section 167 of the Commonhold and Leasehold Reform Act 2002 and regulations made under it prevent your landlord from forfeiting your lease for non-payment of rent, service charges or administration charges (or a combination of them) if the amount owed is £350 or less, or none of the unpaid amount has been outstanding for more than 3 years.

NOTES FOR LANDLORDS

1. If you send this notice by post, address it to the leaseholder at the dwelling in respect of which the payment is due, unless he has notified you in writing of a different address in England or Wales at which he wishes to be given notices under section 166 of the Commonhold and Leasehold Reform Act 2002.
2. This date must not be *either* less than 30 days or more than 60 days after the day on which this notice is given *or* before that on which the leaseholder would have been liable to make the payment in accordance with the lease.
3. Include this statement only if the date for the payment is not the same as the date determined in accordance with the lease.

Ground rents are charged as part of the Service Demand, this Notice is purely for information.

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ONE WARRINGTON GARDENS

Draft Service Charge Budget for 2024

Overall Budget

	2023 Expenditure	2023 Budget	Variance	2024 Budget	Change	
Staff Costs	60,029	54,075	5,954	53,210	(865)	*(-1.6%)*
Repairs and Maintenance	49,479	41,265	8,214	41,265	-	*(0%)*
Utilities	60,698	63,500	(2,802)	63,500	-	*(0%)*
Administration	58,116	46,540	11,576	92,202	45,662	*(98.11%)*
Reserve fund	15,000	30,000	(15,000)	15,000	(15,000)	*(-50%)*
Ground Rents	4,050	4,050	-	4,050	-	*(0%)*
	247,372	**239,430**	**7,942**	**269,227**	**29,797**	***(12.44%)***

Charge Breakdown	%	Annual Charge	Quarterly Charge
Flat 1	3.840%	10,338.32	2,584.58
Flat 2	2.990%	8,049.89	2,012.47
Flat 3	3.820%	10,284.47	2,571.12
Flat 3a	3.830%	10,311.39	2,577.85
Flat 5	2.660%	7,161.44	1,790.36
Flat 6	2.320%	6,246.07	1,561.52
Flat 7	2.410%	6,488.37	1,622.09
Flat 8	3.120%	8,399.88	2,099.97
Flat 9	3.120%	8,399.88	2,099.97
Flat 10	2.410%	6,488.37	1,622.09
Flat 11	1.970%	5,303.77	1,325.94
Flat 12	2.460%	6,622.98	1,655.75
Flat 13	2.360%	6,353.76	1,588.44
Flat 15	2.640%	7,107.59	1,776.90
Flat 15a	2.640%	7,107.59	1,776.90
Flat 16	2.420%	6,515.29	1,628.82
Flat 17	2.070%	5,573.00	1,393.25
Flat 18	2.460%	6,622.98	1,655.75
Flat 19	2.360%	6,353.76	1,588.44
Flat 20	2.640%	7,107.59	1,776.90
Flat 21	2.640%	7,107.59	1,776.90
Flat 22	2.420%	6,515.29	1,628.82
Flat 23	2.070%	5,573.00	1,393.25
Flat 24	2.460%	6,622.98	1,655.75
Flat 25	2.360%	6,353.76	1,588.44
Flat 26	2.640%	7,107.59	1,776.90
Flat 27	2.640%	7,107.59	1,776.90
Flat 28	2.420%	6,515.29	1,628.82
Flat 29	2.070%	5,573.00	1,393.25
Flat 30	2.070%	5,573.00	1,393.25
Flat 31	2.310%	6,219.14	1,554.79
Flat 32	2.520%	6,784.52	1,696.13
Flat 33	2.520%	6,784.52	1,696.13
Flat 34	2.350%	6,326.83	1,581.71
Flat 35	1.710%	4,603.78	1,150.95
Flat 36	3.140%	8,453.73	2,113.43
Flat 37	4.250%	11,442.15	2,860.54
Flat 38	2.870%	7,726.81	1,931.70
	100.000%	**269,227.00**	**67,306.75**

Budget Breakdown

Staff Costs	2023 Expenditure	2023 Budget	Variance	2024 Budget	*Change*
Caretaker & Porter Wages	39,889	48,750	(8,861)	48,750	-
Temporary Wages	17,021	2,000	15,021	2,000	-
Payroll Administration	-	960	(960)	960	-
Out of Hours	-	865	(865)	-	*(865)*
Expenses	3,119	1,500	1,619	1,500	-
	60,029	**54,075**	**5,954**	**53,210**	***(865)***

Repairs and Maintenance	2023 Expenditure	2023 Budget	Variance	2024 Budget	*Change*
Lift Service and Insurance	6,090	11,000	(4,910)	11,000	-
Entrance and Security	1,895	1,000	895	1,000	-
Electrical Repairs	6,765	4,500	2,265	4,500	-
Cleaning and Refuse	3,590	3,500	90	3,500	-
Fire Alarm	2,513	1,250	1,263	1,250	-
Garden	16,543	11,520	5,023	11,520	-
Garden Income	-	(2,505)	2,505	(2,505)	-
General	12,083	11,000	1,083	11,000	-
	49,479	**41,265**	**8,214**	**41,265**	-

Utilities	2023 Expenditure	2023 Budget	Variance	2024 Budget	*Change*
Telephone	186	500	(314)	500	-
Electricity	43,231	48,500	(5,269)	48,500	-
Water	17,281	14,500	2,781	14,500	-
	60,698	**63,500**	**(2,802)**	**63,500**	-

Administration	2023 Expenditure	2023 Budget	Variance	2024 Budget	*Change*
Management Fees	20,475	16,380	4,095	20,592	*4,212*
Accountancy and Audit	810	1,000	(190)	1,000	-
Secretarial Fees	-	210	(210)	-	*(210)*
Professional Fees	14,716	3,000	11,716	3,000	-
Insurance	22,116	25,750	(3,634)	67,410	*41,660*
Tax	-	-	-	-	-
Sundries	-	200	(200)	200	-
Bank Charges	-	-	-	-	-
	58,116	**46,540**	**11,576**	**92,202**	***45,662***

	2023 Expenditure	2023 Budget	Variance	2024 Budget	*Change*
Reserve fund	15,000	30,000	15,000	15,000	*(15,000)*
Ground Rents	-	4,050	4,050	4,050	-
Totals	**243,322**	**239,430**	**41,992**	**269,227**	**29,797**