

SERVICE CHARGE year ended 30 September 2023

Case Reference: CAM/00MX/LSC/2025/0657

Property: Apartments 8 and 10, Westhorpe House, Westhorpe Park, Marlow SL7 3FJ

Item	Budgeted costs	Decision
No 8 service charges billed by Alba on 23Nov22	£1,870.19/2 =£935.09	The budgeted service charge is £53,434. The service charge billed is £965 which appears to be one of two instalments. The proper charge under the lease is 3.5% giving £1,870.19. This is a budgeted cost, to be paid on account and subject to reconciliation after the end of the service charge year.
No 10 service charges billed by Solicitor / former receiver with purchase of No 10 Oct22-30Mar23 on 24Oct22	£1,619.05/2 = £809.52	The budgeted service charge is £53,434. The service charge billed is £724.03 which appears to be one of two instalments. The proper charge under the lease is a fair and reasonable proportion. This equates to approximately 1.35%. The Service Costs include the Retained Parts, which in turn include the Estate. If apportioned equally over all 33 apartments, this would be 3.03%. The Respondent did not explain how the figure had been arrived at or justify a percentage of 1.35%. It would be reasonable in principle to apportion by apartment size, however this does not appear to have been done. Nor has it been done by equal apportionment. We consider 3.03% would be reasonable unless and until a rationale for a different apportionment is given. This gives £1,619.05. This is a budgeted cost, to be paid on account and subject to reconciliation after the end of the service charge year.
No 10 buildings insurance 24Oct22-30Sep23, billed by solicitor on 24Oct22	£1,228.43/2 = £614.21	The Insurance Rent billed is £744.59. The invoice dated 17 February 2023 for £12,284.27 shown on page 34 of the Applicant's bundle gives an indication of insurance costs from that date although we had no invoice for the preceding period. We are satisfied that the other apartments had not been constructed at this time so were likely to have been insured separately to apartments 1 to 10, as explained by the Respondent. However, the Insurance Rent payable for apartment 10 is defined by reference to the Tenant's Proportion, which is a fair and reasonable proportion determined by the Respondent. Apportioning equally between the flats to which the insurance related is in our view a reasonable approach. Therefore £1,228.43 is payable but have allocated only have of this sum to avoid duplication with £1,116.75 which covered the period 17 February 2023 to 16 February 2024 as below.
No 8 service charges 1Apr23-30Sep23 billed by Landlord Colin Deehan's	£1,870.19/2 =£935.09	The budgeted service charge is £53,434. The service charge billed is £802 which appears to be one of two instalments. The proper charge under the lease is 3.5% giving £1,870.19. This is a budgeted cost, to be paid on account and subject to reconciliation after the end of the service charge year.

<p>company Windmill Hampton Hill (sent by Caroline Ward, Landlord's sister) on 28Mar23</p>		
<p>No 10 service charges 1Apr23- 30Sep23 billed by Windmill Hampton Hill on 28Mar23</p>	<p>£1,619.05/2 = £809.52</p>	<p>The budgeted service charge is £53,434. The service charge billed is £766 which appears to be one of two instalments. The proper charge under the lease is a fair and reasonable proportion. This equates to approximately 1.35%. The Service Costs include the Retained Parts, which in turn include the Estate. If apportioned equally over all 33 apartments, this would be 3.03%. The Respondent did not explain how the figure had been arrived at or justify a percentage of 1.35%. It would be reasonable in principle to apportion by apartment size, however this does not appear to have been done. Nor has it been done by equal apportionment. We consider 3.03% would be reasonable unless and until a rationale for a different apportionment is given. This gives £1,619.05. This is a budgeted cost, to be paid on account and subject to reconciliation after the end of the service charge year.</p>
<p>No 8 buildings insurance 2023- 2024, invoice sent by Carolin Ward on 28Mar23</p>	<p>£429.95</p>	<p>The Insurance Rent billed is £1,116.75. The invoice dated 17 February 2023 for £12,284.27 shown on page 34 of the Applicant's bundle gives an indication of insurance costs from that date although we had no invoice for the preceding period. We are satisfied that the other apartments had not been constructed at this time so were likely to have been insured separately to apartments 1 to 10, as explained by the Respondent. However, the Insurance Rent payable for apartment 8 is defined by reference to the Tenant's Proportion, which is fixed at 3.5%. Therefore only £429.95 is payable.</p>
<p>No 10 buildings insurance 2023- 2024, invoice sent by Caroline Ward on 28Mar23</p>	<p>£1,116.75</p>	<p>The Insurance Rent billed is £1,116.75. The invoice dated 17 February 2023 for £12,284.27 shown on page 34 of the Applicant's bundle gives an indication of insurance costs from that date although we had no invoice for the preceding period. We are satisfied that the other apartments had not been constructed at this time so were likely to have been insured separately to apartments 1 to 10, as explained by the Respondent. However, the Insurance Rent payable for apartment 10 is defined by reference to the Tenant's Proportion, which is a fair and reasonable proportion determined by the Respondent. Apportioning equally between the flats to which the insurance related is in our view a reasonable approach. Therefore £1,116.75 is payable.</p>

Missing accounts for period 30 Sep and no certification	N/A	<p>We note that a budget was produced for the period 1 October 2022 to 30 September 2023 (or the Service Charge Year ending 31 December 2023 in accordance with the leases).</p> <p>The Respondent has attempted to re-align the Service Charge Year to 1 January to 31 December. There is a budget of £53,434 for the period 1 October 2022 to 30 September 2023. The Respondent has abridged this period to March 2023 so we take the budget for 1 October 2022 to 31 March 2023 to be £26,717. There is then a budget of £10,000 plus £26,717 for the period 1 April 2023 to 30 June 2024. The Respondent is entitled to change the Service Charge Year on notice to the leaseholders but we have seen no evidence of such notice.</p> <p>There have been no actual figures produced other than for the period 1 July 2024 to 31 December 2024 the reconciliation of which has not been challenged in these proceedings.</p> <p>We have dealt with the issue of certification and the concerns raised over handover funds in the main body of our decision.</p>
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SERVICE CHARGE year ended 30 September 2024

Case Reference: CAM/00MX/LSC/2025/0657

Property: Apartments 8 and 10, Westhorpe House, Westhorpe Park, Marlow SL7 3FJ

Item	Budgeted costs	Decision
No estimate	N/A	<p>We accepted that no budget was produced for the period 1 October 2023 to 30 September 2024 (or the Service Charge Year ending 31 December 2024 in accordance with the leases).</p> <p>The Respondent has attempted to re-align the Service Charge Year to 1 January to 31 December. There is a budget of £53,434 for the period 1 October 2022 to 30 September 2023. The Respondent has abridged this period to March 2023 so we take the budget for 1 October 2022 to 31 March 2023 to be £26,717. There is then a budget of £10,000 plus £26,717 for the period 1 April 2023 to 30 June 2024 and a budget of £28,730.50 for 1 July 2024 to 31 December 2024. The Respondent is entitled to change the Service Charge Year on notice to the leaseholders but we have seen no evidence of such notice.</p> <p>There have been no actual figures produced other than for the period 1 July 2024 to 31 December 2024 the reconciliation of which has not been challenged in these proceedings.</p>
No 8 service charges 1Oct23-30Jun24	£350	<p>The budgeted service charge is £10,000. The service charge billed is £2,296.28. The proper charge under the lease is 3.5% giving £350. This is a budgeted cost, to be paid on account and subject to reconciliation after the end of the service charge year.</p>
No 10 service charges 1 Oct23-30Jun24	£303	<p>The budgeted service charge is £10,000. The service charge billed is £1,870.19. The proper charge under the lease is a fair and reasonable proportion. This equates to approximately 18.7%. The Service Costs include the Retained Parts, which in turn include the Estate. If apportioned equally over all 33 apartments, this would be 3.03%. The Respondent did not explain how the figure had been arrived at or justify a percentage of 18.7%. It would be reasonable in principle to apportion by apartment size, however this does not appear to have been done. Nor has it been done by equal apportionment. We consider 3.03% would be reasonable unless and until a rationale for a different apportionment is given. This gives £303. This is a budgeted cost, to be paid on account and subject to reconciliation after the end of the service charge year.</p>
No 8 buildings insurance 2024-2025	£302.93	<p>The Applicant submitted there were no estimates provided for the Insurance Rent therefore they cannot be sure if the best deal was secured. Further, that apportionment was not according to the lease. We were shown that invoice dated 1 March 2024 from the broker at page 53 of the Respondent's bundle. The total sum was £8,655.08.</p>

		<p>The Respondent stated that this was split between the 10 apartments, which gives £865.55 each.</p> <p>We accept the invoice as representing the cost of the 10 apartments which had been fully completed by the time of it being issued. we noted that the invoice on page 54 was the same but had been amended to say apartments 1-10 rather than 1-4. There was also a gap of white in the top left-hand logo of the broker. There was also some font sizing larger in some areas when comparing the two copies of the invoice. We accept that the invoice was re-issued to reflect the correct apartments and that there was likely a photocopying error. We note that the invoiced amount was lower than the preceding year; invoice dated 17 February 2023 for £12,284.27 shown on page 34 of the Applicant's bundle. We are not satisfied that there is sufficient evidence of fabrication, nor indeed any motivation to do so.</p> <p>In terms of apportionment, we are satisfied that the other apartments had not been constructed at this time so were likely to have been insured separately to apartments 1 to 10, as explained by the Respondent. However, the Insurance Rent payable for apartment 8 is defined by reference to the Tenant's Proportion, which is fixed at 3.5%. Therefore only £302.93 is payable.</p>
<p>No 10 buildings insurance 2024-2025</p>	<p>£865.55</p>	<p>The Applicant submitted there were no estimates provided for the Insurance Rent therefore they cannot be sure if the best deal was secured. Further, that apportionment was not according to the lease. We were shown that invoice dated 1 March 2024 from the broker at page 53 of the Respondent's bundle. The total sum was £8,655.08. The Respondent stated that this was split between the 10 apartments, which gives £865.55 each.</p> <p>We accept the invoice as representing the cost of the 10 apartments which had been fully completed by the time of it being issued. we noted that the invoice on page 54 was the same but had been amended to say apartments 1-10 rather than 1-4. There was also a gap of white in the top left-hand logo of the broker. There was also some font sizing larger in some areas when comparing the two copies of the invoice. We accept that the invoice was re-issued to reflect the correct apartments and that there was likely a photocopying error. We note that the invoiced amount was lower than the preceding year; invoice dated 17 February 2023 for £12,284.27 shown on page 34 of the Applicant's bundle. We are not satisfied that there is sufficient evidence of fabrication, nor indeed any motivation to do so.</p> <p>In terms of apportionment, we are satisfied that the other apartments had not been constructed at this time so were likely to have been insured separately to apartments 1 to 10, as explained by the Respondent. However, the Insurance Rent payable for apartment 10 is defined by reference to the Tenant's Proportion, which is a fair and reasonable proportion determined by the</p>

		Respondent. Apportioning equally between the flats to which the insurance related is in our view a reasonable approach. Therefore £865.55 is payable.
Cleaver for July - Dec 2024 increased by 59% without consultation or accounts. Change of agent and fiscal year without consultation	£29,030.50 Service Costs	<p>The Applicant contended that there was a 59% increase on the budget.</p> <p>There is a budget of £53,434 for the period 1 October 2022 to 30 September 2023.</p> <p>There is a budget of £28,730.50 for 1 July 2024 to 31 December 2024 which equates to £57,461 over a full year.</p> <p>There is a budget of £65,608 for 1 January 2025 to 31 December 2025.</p> <p>Whilst the service charge years do not align, there was approximately a 7% increase from 2023 to 2024. We therefore reject the submission that there has been an increase at all, and by implication there was no obligation to consult. We have set out in the main body of our decision our findings regarding consultation generally and the level of management fees as a whole.</p>
No 8 service charges billed by Cleaver 1Jul24-31Dec24	£1,016.07	The budgeted service charge for this shortened period is £29,030.50. The service charge billed is £896.93. The proper charge under the lease is 3.5% giving £1,016.07. This is a budgeted cost, to be paid on account and subject to reconciliation after the end of the service charge year.
No 10 service charges billed by Cleaver 1Jul24-31Dec24	£879.62	The budgeted service charge for this shortened period is £29,030.50. The service charge billed is £798.68. The proper charge under the lease is a fair and reasonable proportion. This equates to approximately 2.75%. The Service Costs include the Retained Parts, which in turn include the Estate. If apportioned equally over all 33 apartments, this would be 3.03%. The Respondent did not explain how the figure had been arrived at or justify a percentage of 2.75%. It would be reasonable in principle to apportion by apartment size, however this does not appear to have been done. Nor has it been done by equal apportionment. We consider 3.03% would be reasonable unless and until a rationale for a different apportionment is given. This gives £879.62. This is a budgeted cost, to be paid on account and subject to reconciliation after the end of the service charge year.
Missing accounts for 1 Oct 23 to 30 June 24 and no certification	N/A	<p>We accept that no budget was produced for the period 1 October 2023 to 30 June 2024 (or the Service Charge Year ending 31 December 2023 and 31 December 2024 in accordance with the leases).</p> <p>The Respondent has attempted to re-align the Service Charge Year to 1 January to 31 December. There is a budget of £53,434 for the period 1 October 2022 to 30 September 2023. The Respondent has</p>

		<p>abridged this period to March 2023 so we take the budget for 1 October 2022 to 31 March 2023 to be £26,717. There is then a budget of £10,000 plus £26,717 for the period 1 April 2023 to 30 June 2024 and a budget of £28,730.50 for 1 July 2024 to 31 December 2024. The Respondent is entitled to change the Service Charge Year on notice to the leaseholders but we have seen no evidence of such notice.</p> <p>There have been no actual figures produced other than for the period 1 July 2024 to 31 December 2024 the reconciliation of which has not been challenged in these proceedings.</p> <p>We have dealt with the issue of certification in the main body of our decision.</p>
Supporting receipts for Accounts 1 July 31 Dec 24 to be provided	N/A	<p>Paragraph 3.4 of Schedule 7 to the leases gives a right of inspection of accounting documents. We cannot make an order compelling the Respondent to provide these except as part of a determination of payability if an application is made now the final accounts have been received.</p>

SERVICE CHARGE year ended 30 September 2025

Case Reference: CAM/00MX/LSC/2025/0657

Property: Apartments 8 and 10, Westhorpe House, Westhorpe Park, Marlow SL7 3FJ

Item	Budgeted costs	Decision
No accounts for period ended 30Sep24	N/A	<p>We accept that no accounts have been produced for the period ending 30 September 2024.</p> <p>The Respondent has attempted to re-align the Service Charge Year to 1 January to 31 December. There is a budget of £53,434 for the period 1 October 2022 to 30 September 2023. The Respondent has abridged this period to March 2023 so we take the budget for 1 October 2022 to 31 March 2023 to be £26,717. There is then a budget of £10,000 plus £26,717 for the period 1 April 2023 to 30 June 2024, a budget of £28,730.50 for 1 July 2024 to 31 December 2024 and £65,608 for 1 January 2025 to 31 December 2025.</p> <p>There have been no actual figures produced other than for the period 1 July 2024 to 31 December 2024 the reconciliation of which has not been challenged in these proceedings.</p>
No 8 service charges billed by Cleaver 1Jan25-31Dec25	£2,296.28	<p>The budgeted service charge is £65,608. The service charge billed is £2,526.99. The proper charge under the lease is 3.5% giving £2,296.28. This is a budgeted cost, to be paid on account and subject to reconciliation after the end of the service charge year.</p>
No 10 service charges billed by Cleaver 1Jan25-31Dec25	£1,987.92	<p>The budgeted service charge is £65,608. The service charge billed is £2,244.81. The proper charge under the lease is a fair and reasonable proportion. This equates to approximately 3.42%. The Service Costs include the Retained Parts, which in turn include the Estate. If apportioned equally over all 33 apartments, this would be 3.03%. The Respondent did not explain how the figure had been arrived at or justify a percentage of 3.42%. It would be reasonable in principle to apportion by apartment size, however this does not appear to have been done. Nor has it been done by equal apportionment. We consider 3.03% would be reasonable unless and until a rationale for a different apportionment is given. This gives £1,987.92. This is a budgeted cost, to be paid on account and subject to reconciliation after the end of the service charge year.</p>

<p>Cleaver budget for Jan - Dec 2025 increased by 59% without consultation or accounts</p>	<p>£65,608 overall Service Costs and Insurance Rent</p>	<p>The Applicant contended that there was a 59% increase on the budget. There is a budget of £53,434 for the period 1 October 2022 to 30 September 2023. There is a budget of £28,730.50 for 1 July 2024 to 31 December 2024 which equates to £57,461 over a full year. There is a budget of £65,608 for 1 January 2025 to 31 December 2025. Whilst the service charge years do not align, there was approximately a 7% increase from 2023 to 2024 and 17% increase from 2024 to 2025. However, £16,000, equating to 24.38% of the budget relates to building insurance which in the previous years budgets was treated separately, as it is under the lease as Insurance Rent. Therefore, in net terms, the Service Costs have reduced for the 2025 Service Charge Year. We therefore reject the submission that there has been an increase at all, and by implication there was no obligation to consult.</p>
<p>No certified accounts</p>	<p>N/A</p>	<p>We accept that no actual/reconciliation accounts have been produced for the Service Charge Year 1 January 2025 to 31 December 2025. We have had sight of the budget for 2025 which is referred to above (pages 47 to 50 of the Respondent's bundle.</p>