



City of Westminster

YOUR DAY-TO-DAY SERVICE CHARGE EXPLAINED





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DAY TO DAY SERVICE CHARGE EXPLAINED

What are day to day annual service charges?

Day to day annual service charges are your share of the cost of managing, maintaining, repairing, insuring and providing services to the block or estate in which you live.

Day to day annual service charges include items such as: cleaning, concierge, grounds maintenance, repairs and maintenance works, buildings insurance, pest control, heating and hot water (when supplied by the council), management costs and any other running costs to your block or estate. These charges are due to the landlord (Westminster City Council) under the terms of your lease.

Why do I have to pay in advance for this service?

The terms of your lease state that you must pay in advance, the 'reasonably estimated amount'. We provide you with a yearly estimate to enable you to pay on a monthly basis.

Estimated day to day service charge bill

Each March, we will send you a demand for the estimated day to day and major works service charge for the forthcoming year. You may pay half of the annual day to day service charge invoice on each of the payment dates of 01 April & 01 October as before, or over 12 equal monthly instalments from April of each year.

Actual expenditure and adjustments

In September each year we will send you an actual adjustment for the previous year. For example, in September 2021 we will send you the actualised adjustment for the estimated service charge that was sent to you in April 2020.

If your estimated service charge for the previous year was too low, you will receive a demand asking you to pay the additional amount. You will have six months to clear this balance in conjunction with the estimated service charges issued in the April of that same year. Alternatively, you can contact us to agree an instalment plan.

If your estimated service charge was too high, we will advise you of the credit to be put on your service charge account. If there is a credit balance on your service charge account, you can ask for this to be refunded to you. Alternatively, you can ask for the credit balance to remain on your account and be applied to the next demand issued.



HOW ARE THE CHARGES CALCULATED?

The method for how we calculate your service charges is set out in your lease or transfer document. Subject to a clause in your lease, Westminster City Council may calculate your service charges based on *'a fair and reasonable proportion (as determined by the Lessor)'*.

The estimated charge for most services is calculated by taking between a 3-5 year average of the previous expenditure of that service to your block/estate and applying an inflationary increase. We may also estimate costs where works are planned for that year such as cyclical tree maintenance. Our management costs and property services are often calculated differently to this, further details of each head of charge can be found from Page 9 onwards.

Depending on the work or service provided, the cost is shared across the building or estate (if applicable) based on the number of bedspaces in your property compared to the number of bed spaces in your block and/or estate. These are known as your block lease percentage and estate lease percentage. Usually, the larger the property, the higher the bed spaces and, in turn, the amount charged.

Bed spaces are assessed by calculating the floor area of each bedroom only, and applying the following:

Bedrooms up to 110 square feet (10.219 m²) = 1 bed space

Bedrooms measuring 110 square feet (10.219 m²) or more = 2 bed spaces

It is possible for properties that seem very similar to have different numbers of bed spaces and if different works or services are provided, then the service charge is different.

Please note that not all service charges are apportioned using your lease percentages. Some charges are specific to your property and there use a different methodology of apportionment. Further details of these charges can be found Page 14.

For example, if your property has 6 bedspaces, your apportionments would be as follows:

Location of Bedspaces	Number of Bedspaces	Calculation	Your Proportion
Your block	200	6 ÷ 200	3%
Your estate	600	6 ÷ 600	1%



GUIDE TO THE ESTIMATED DAY TO DAY SERVICE CHARGE BILL

City of Westminster

**ESTIMATED DAY TO DAY ANNUAL MANAGEMENT & MAINTENANCE
SERVICE CHARGES FOR THE FINANCIAL YEAR
1 APRIL 2022 TO 31 MARCH 2023**

Property Address: 7 Westminster House London W10 4AL		
Account No:8000123456	Village: Example	
Block: Westminster House	Estate: Example	
Block Percentage: 1.075%	Estate Percentage: 0.23%	
Block Services	Total Cost £	Your Proportion £
Additional Grounds Maintenance	£0	£0
Caretaking Services	£1,191.00	£12.80
Communal Electricity	£0	£0
Concierge	£0	£0
Contract Cleaning	£8,497.70	£91.35
Contract Supervision	£1,504.65	£16.17
Co-op Management Costs	£0	£0
Door Entry System Rental	£0	£0
Grounds Maintenance	£0	£0
Internal Common Repairs	£0	£0
Lift Electricity	£0	£0
Lift Health & Safety	£0	£0
Lift Maintenance	£0	£0
Local Management Agreement	£0	£0
Paladin Bins	£0	£0
Pest Control	£60	£0.65
Planned Preventative Maintenance	£2,296.00	£24.68
Planned Preventative Maintenance -TMO	£0	£0
Reduction For Commercial Element	£0	£0
Repairs & Maintenance	£14,826	£159.38
Security Guards For Carnival	£0	£0
Security Works For Carnival	£0	£0
Superior Landlords Costs	£0	£0
Supervision & Management	£12,969.90	£139.43
Tree Maintenance	£0	£0
Window Cleaning	£337.59	£3.63

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GUIDE TO THE ESTIMATED DAY TO DAY SERVICE CHARGE BILL

City of Westminster

**ESTIMATED DAY TO DAY ANNUAL MANAGEMENT & MAINTENANCE
SERVICE CHARGES FOR THE FINANCIAL YEAR
1 APRIL 2022 TO 31 MARCH 2023**

Property Address: 7 Westminster House London W10 4AL		
Account No:8000123456	Village: Example	
Block: Westminster House	Estate: Example	
Block Percentage: 1.075%	Estate Percentage:0.23%	
Estate Services	Total Cost £	Your Proportion £
Additional Grounds Maintenance	£0	£0
Caretaking Services	£0	£0
Contract Cleaning	£316.10	£0.73
Contract Supervision	£59.49	£0.14
Electricity	£0	£0
Freehold Costs	£0	£0
Grounds Maintenance	£33.22	£0.08
Lift Health & Safety	£0	£0
Lift Maintenance	£0	£0
Local Management Agreement	£0	£0
Paladin Bins	£2,182.00	£5.02
Pest Control	£0	£0
Planned Preventative Maintenance	£0	£0
Reduction For Commercial Element	£0	£0
Repairs & Maintenance	£150	£0.34
Security Guards for Carnival	£0	£0
Security Works for Carnival	£0	£0
Superior Landlords Costs	£0	£0
Tree Maintenance	£0	£0
Property Services		
Accountancy & Administration		£165.14
Building Insurance		£260.73
Heating & Hot Water		£0
Ground Rent		£10
TOTAL ESTIMATED AMOUNT DUE FOR PAYMENT (£)		£890.27

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GUIDE TO THE ACTUALISED DAY TO DAY SERVICE CHARGE BILL

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City of Westminster

Estimated and actual day to day management & maintenance service charges for the financial year 1 April 2018 to 31 March 2019

Property Address: 10 Westminster House, London W10 4QL			
Account No: 8000123458		Village: EXAMPLE	
Block: Westminster House		Estate: EXAMPLE	
Block Percentage: 50%		Estate Percentage: 50%	
Estate Services	Estimated Cost	Actual Cost	Variance
Additional Grounds Maintenance	£0	£0	£0
Caretaking Services	£0	£0	£0
Contract Cleaning	£100	£200	£103.90
Contract Supervision	£100	£50	£-50
Co-op Repairs	£0	£0	£0
Electricity	£0	£0	£0
Freehold Costs	£10	£10	£0
Grounds Maintenance	£0	£0	£0
Lift Health & Safety	£0	£0	£0
Lift Maintenance	£0	£0	£0
Local Management Agreement	£0	£0	£0
Paladin Bins	£0	£0	£0
Pest Control	£0	£0	£0
Planned Preventative Maintenance	£0	£0	£0
Reduction For Commercial Element	£0	£0	£0
Repairs & Maintenance	£0	£0	£0
Security Guards For Carnival	£0	£0	£0
Security Works For Carnival	£0	£0	£0
Superior Landlords Costs	£0	£0	£0
Tree Maintenance	£0	£0	£0
Property Services	Estimated Cost	Actual Cost	Variance
Accountancy & Administration	£165.14	£200	£35.86
Building Insurance	£260.73	£300	£39.27
Heating & Hot Water	£0	£0	£0
Ground Rent	£10	£10	£10
Total Amount Due/ Credit Due	£645.87	£770	£124.13

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EXPLANATION OF POINTS ON THE SERVICE CHARGE BILL

POINTS ON THE BILL	EXPLANATION
1	This is your personal and property information. When making a payment please use the account number as reference number so we can ensure payments are allocated to your account.
2	These are examples of services and repairs that are provided to your block. Please be aware the services on your statement may be different to the example shown. For further details please see pages 7-11 for detailed explanations of each heads of charge.
3	This confirms which financial year your bill relates to.
4	This information relates to your property and the location it falls under with regards to village and estate.
5	This shows your share of cost incurred for the estimated service charge bill.
6	Where the total cost and your proportion cost is £0, this means that the service does not relate to your property therefore no charge has been made. Alternatively, if the service does relate to your property, the amount £0 would confirm that no cost has been incurred during this period.
7	This is your share of the block percentage.
8	This is your share of the estate percentage.
9	These are examples of services and repairs that are provided to your estate. Please be aware the services on your statement may be different to the example shown. For further details please see pages 7-11 for detailed explanations of each heads of charge.
10	This shows the total amount of services due for payment.
11	These are examples of charges that are specific to your property, and that are not apportioned using the lease or estate percentage. For further details please see page 14 for detailed explanations of how each of these charges are apportioned.
12	These rows show you what we estimated, what the actual costs are and the difference between these costs. It will either show you a credit for example (-£500) or an additional payment due. This will also allow you to have a direct comparison for each heads of charge.



CHOOSING THE BEST WAY TO PAY

 <p>BY PHONE WITH A DEBIT OR CREDIT CARD</p> <p>Using the 24-hour automated debit or credit card telephone payment line service on 020 7823 2601.</p> <p>You will need your ten-digit account number which you can find on your service charge invoice.</p>	 <p>ONLINE BY DEBIT OR CREDIT CARD</p> <p>Over the internet at https://payments.westminster.gov.uk/housingpayments/ and follow the instructions under the heading 'view or pay your Westminster housing rent or service charges'</p>
 <p>BY DIRECT DEBIT</p> <p>This is the easiest and safest way to pay. Cover by the 'Direct Debit Guarantee' also provides additional protection and reassurance. Once you set up a Direct Debit, you don't need to take any further action, as your payments will automatically transfer from your account. The amount payable each month will be the due balance, divided by twelve. If you'd like to switch to this option, please complete and return the enclosed Direct Debit form to our Leasehold Operations team.</p>	 <p>BY STANDING ORDER</p> <p>A bank standing order mandate can be requested on 0800 358 3783 or by visiting your local area office. You will need to complete it and send it to your bank. For the day to day management and maintenance aspect of your service charges only, you can pay direct from your bank account. The amount payable each month will be the account balance divided by twelve.</p> <p>You are responsible for informing your bank of any changes needed when they are required.</p>
 <p>DIRECT TO BANK ACCOUNT (VIA BACS)</p> <p>Payments can be made to</p> <p>Account Name: City Of Westminster</p> <p>Sort Code: 30-00-00</p> <p>Account Number: 00250821.</p> <p>International Codes: BIC: LOYDGB2LCTY - IBAN: GB24 LOYD 3000 0200 3500 82</p> <p>When making a payment, please quote your account number in full, omitting any dashes, spaces or characters.</p>	 <p>BY POST</p> <p>Cheques and postal orders must be made payable to City of Westminster and sent to Westminster City Council at Income Manager Team, Finance and Resources Directorate, City Hall, 16th Floor, 64 Victoria Street, London SW1E 6QP. On the reverse of your cheque, please clearly write your account number on the top right-hand side and your name and property address on the left-hand side.</p>
 <p>SERVICE CHARGE LOANS</p> <p>Housing Regulations 1992 SI 1078. In the Landlord's opinion the service charge demanded in this notice may entitle the leaseholder to a loan. Please apply in writing to Westminster City Council, Leasehold Operations, 137 Lupus Street, London SW1V 3HE.</p>	 <p>USE OF DATA</p> <p>Information provided to the Council may be shared across departments and services within the Council, and with contractors employed by the council, for the purposes of recovering any sum owed by you to the Council, updating our records, preventing, and detecting fraud, and for research and statistical analysis. The Council will not disclose confidential information except to the extent that the law requires or allows.</p>
<p>The Landlord and Tenant Act 1987 Section 47 & 48</p> <p>The name of your landlord is: The Lord Mayor and Citizens of Westminster</p> <p>The address at which notices may be served is: Westminster City Hall, 64 Victoria Street, London, SW1E 6QP.</p>	



HEADS OF CHARGE EXPLAINED

Your service charge account provides a summary of the costs broken down by individual items, that are recharged to you at either block/ estate level.

These are called heads of charges. The following is an explanation of what is covered by each head of charge for your information:

SERVICES	WHAT DOES THIS MEAN?
ACCOUNTANCY AND ADMINISTRATION	This charge relates to costs associated with services provided exclusively to leaseholders. Housing staff complete a time analysis exercise to allocate their time to the work they carry out. This includes items such as costs of staff, issuing the service charge accounts and dealing with leaseholders' general queries.
ADDITIONAL GROUNDS MAINTENANCE	This charge relates to any grounds maintenance that is carried out which does not form part of the estate services grounds maintenance contract. For example any removal of fly tipping from the estates. (Please see Grounds Maintenance for further clarification on what items are covered).
BUILDING INSURANCE	We are responsible for your building insurance and it is recharged in your service charge account. The charge covers the cost of insuring your property in the event of structural damage. The amount due is calculated based on the number of bedrooms per property and is also dependent on the number of storeys in your building. This insurance does not cover any contents in your property.



HEADS OF CHARGE EXPLAINED

SERVICES	WHAT DOES THIS MEAN?
CARETAKING SERVICES	This is the cost of the residential caretaker carrying out various tasks such as basic repairs, reporting incidents like violence or vandalism, monitoring the use of the premises or removing litter to your block and/or estate.
COMMUNAL ELECTRICITY	This charge relates to the communal electricity supplied for the shared facilities in the block or on the estate. It includes the cost of electricity needed for the lifts, lighting in the communal areas or throughout the estate and replacing light bulbs.
CONCIERGE	This charge relates to the provision of the concierge service to your block. The concierge staff are employed to ensure additional security to your property by preventing unauthorised people from entering the building. Subject to an increase in 2022 for London Living Wage.
CONTRACT CLEANING	This includes the cost for the cleaning service to the communal areas of your block and/or estate. These include duties such as litter picking, cleaning of communal stairwells and floors. Each block or estate has its own cleaning schedule which generally includes sweeping, mopping and litter picking. This work is carried out by our cleaning contractors Pinnacle. Subject to annual increase of 2.5% contractual uplift. Subject to an increase in 2022 for London Living Wage.
CONTRACT SUPERVISION	This charge relates to the overhead costs associated with managing and supervising block/estate services contracts, such as contract cleaning and grounds maintenance. It is calculated as an on-cost and is applied to each individual contract so as only to be charged to leaseholders who benefit.
CO-OP MANAGEMENT COSTS	This relates to the overheads and management costs incurred by your Co-op for managing your block and/or estate. The Co-op employs their own staff and have their own offices and office equipment, including IT.
CO-OP REPAIRS	This relates to the costs of any repairs that have been carried out, which fall under the remit of your Co-op. These works will not have been undertaken by the council to your block and/or estate.
ELECTRICITY - CYCLO	This relates to the electricity charges incurred by the Cyclocontrol heating/hot water system. This system is an internal system within each property, it is not a communal system. Westminster City Council supply the electricity and the costs are recovered in the service charges. You are responsible for repairs to your in flat system.



HEADS OF CHARGE EXPLAINED

SERVICES	WHAT DOES THIS MEAN ?
GRAFFITI REMOVAL	This relates to the costs incurred for removing any graffiti from your block and/or estate.
GROUNDS MAINTENANCE	This cost relates to the upkeep of the communal grassed or planted areas on your estate, for example, cutting the grass, maintaining shrubs, removal of weeds, pruning, planting of plants, etc. This work is carried out as part of our qualifying long-term agreement with Continental Landscapes. Subject to annual increase of 2.5% contractual uplift. Subject to an increase in 2022 for London Living Wage.
GROUND RENT	Ground rent is set annual fee of £10 (in most cases) for renting the ground that your property is built on, from the council. The terms are defined in your lease and are fixed every year. Most leaseholders pay £10 yearly unless the lease has been extended to a peppercorn rent. Some older leases will stipulate a higher amount with regular increases during the term of the lease.
HEATING AND HOT WATER	This relates to the cost of the gas/electricity used in supplying your hot water and/or heating if you are connected to a communal hot water or heating system. This includes associated administration costs.
LOCAL MANAGEMENT AGREEMENT	This relates to an agreement between the council and residents, where an allowance is paid to residents for them to provide the same service for functions, that the council would have provided. The services include cleaning and managing grounds maintenance.
LIFT HEALTH AND SAFETY	This relates to thorough examinations which are the Council's Engineering Inspection contract they are required to comply with our statutory obligations for certain items such as Lifts and Boilers, ensuring they're certified as safe for continued service in compliance with the Health and Safety Executive (HSE) regulations. This compliance testing must be carried out by certified and qualified engineers independent to those responsible for routine maintenance and repair services at the Council.
LIFT MAINTENANCE	This relates to regular monthly maintenance service visits to each lift under an agreed contract. The monthly inclusive charges cover the callout charge to the lifts. This work is carried out as part of our qualifying long-term agreement with Precision Lifts. Subject to annual increase of CPI (January 2022)



HEADS OF CHARGE EXPLAINED

SERVICES	WHAT DOES THIS MEAN ?
PEST CONTROL	The costs of providing treatments carried out by our pest control team to your block/estate to deal with infestations such as mice, rats or bedbugs. Some of the treatments carried out are in flat, such as bedbugs, however, these are still rechargeable. Cover also includes carrying out proactive treatments such as sewer baiting and pigeon control.
PLANNED PREVENTATIVE MAINTENANCE	This is the cost of regular maintenance on a piece of equipment to lessen the likelihood of it failing. It is performed while the equipment is still working so that it does not break down unexpectedly. Items covered are communal electrical equipment, fire safety apparatus, water tanks, lightning conductors and boilers where applicable. Subject to annual increase of CPI (January 2022)
PALADIN BINS	This covers the cost of hiring, maintaining and cleaning of the Paladin bins or any other suitable containers for household waste issued by Westminster City Council. The charge is for the containers themselves, as there is no charge for collecting and disposing of household waste deposited in the bins, as this is included in all residents' Council Tax. . Subject to annual increase of CPI (January 2022)
REPAIRS AND MAINTENANCE	These are day-to-day repairs and maintenance to the communal areas/structure of the building of your block and estate. This heading will show on your estimated bill and will cover all types of responsive repairs. The statement of actual expenditure issued in September will show the actual spend in the previous financial year. Subject to annual increase of CPI (January 2022)
RTM (RENT TO MORTGAGE) REPAIR REDUCTION	This relates to a reduction for the shared ownership properties purchased under the Rent to Mortgage Scheme, who are only liable for a proportion of repairs items in accordance with the share that they own.
REDUCTION FOR COMMERCIAL	This relates to a reduction to some of the charges made to the blocks/estates where a commercial unit which forms part of the block, such as a shop/nursery. Under the terms of the lease you are not liable to pay for the full costs of these elements, such as roof and external walls.



HEADS OF CHARGE EXPLAINED

SERVICES	WHAT DOES THIS MEAN?
RUBBISH REMOVAL	This relates to costs incurred for removal of items left in the communal areas that council must remove. This can be a block or an estate charge.
SECURITY FOR CARNIVAL	This cost relates to the security that is put in place during the Notting Hill Carnival. It covers items such as the fencing and boarding up areas to your blocks or estate
SUPERIOR LANDLORDS COSTS	In the instance that the council does not own your block, the Freeholder/Superior Landlord will charge the costs they incur for maintaining the block. These costs are then added to your service charges and are in addition to any other service charges incurred by the council.
SUPERVISION AND MANAGEMENT	This relates to overheads and costs associated with services provided for the benefit of all residents, both lessees and tenants, that are not in line with any of the other heads of charge. Housing staff complete a time analysis exercise to allocate their time to the work they carry out. It includes general estate management, resident consultation and enquiry handling.
TENANT MANAGEMENT ORGANISATION (TMO) MANAGEMENT COSTS	This relates to the overheads and management costs incurred by your Tenant Management Organisation (TMO) for managing your block and/or estate. The TMO employs their own staff and have their own offices and office equipment, including IT.
TENANT MANAGEMENT ORGANISATION (TMO) REPAIRS	This relates to the costs incurred by your Tenant Management Organisation (TMO) in carrying out repairs to your block and/or estate. Your TMO is responsible for carrying out some of the day to day repairs to you block/ estate.
TREE MAINTENANCE	This relates to the cost that covers the maintenance of the trees on your block and/or estate, where it has been established that these trees are within the boundary of the blocks/estates. Pruning of the trees is usually carried out on a cyclical basis of every 2 or 3 years, however this charge can also include any other tree works that may become necessary.
WINDOW CLEANING	This relates to the cost to cover the cleaning of windows in the communal areas only. The windows are usually situated by the main entrance door and/or on communal landings or stairwells. Subject to annual 2.5% contractual uplift increase.



PROPERTY SERVICES EXPLAINED

Some charges are specific to each individual property and therefore, cannot be apportioned based on your block or estate percentage.

These are listed as property services in your bill. The following is an explanation of how each of these is calculated and apportioned to you:

SERVICES	HOW THIS IS CALCULATED
ACCOUNTANCY & ADMINISTRATION	The chargeable amount for Accountancy and Administration is calculated first by establishing the staff costs. All staff within Housing complete a Time Analysis regularly. We can therefore see how much time is spent on Leasehold only activities and, therefore, using salary information for everyone we have a monetary cost of that time. This monetary cost is then added to the total support costs, such as all IT requirements, to give us a total cost. This cost is then distributed evenly between all leaseholders at a unitary level as this service is provided to the same extent regardless of property size.
BUILDINGS INSURANCE	Your buildings insurance is calculated based on your block size and the number of bedrooms in your flat. The block size criteria range from block with less than 10 storeys, blocks with 10 to 20 storeys and blocks with over 20 storeys. The bedroom criteria range from a studio flat to a 5-bedroom flat.
HEATING & HOT WATER	Heating and Hot Water can be calculated in two ways. Some properties have individual meters, and their heating and hot water charges will be calculated based on their individual consumption metering. Generally, for those with communal heating and hot water charges, this will be apportioned based on habitable rooms. A habitable room is either a living room or a bedroom, with no account for size. Therefore, a property with two double bedrooms and a living room would have 4 bedspaces, but only 3 habitable rooms. A property with one double bedroom, two single bedrooms and a living room would also have 4 bedspaces, but 4 habitable rooms also.
GROUND RENT	Your annual ground rent will be stated within the terms of your lease. If you have extended your lease then you will not be liable for ground rent payments.



GAS SAFETY REQUIREMENTS & FIRE SAFETY INFORMATION

Gas safety requirement

This is a reminder of how important it is that you arrange for a yearly safety check of all gas appliances to be carried out by a Gas Safe approved installer. Unless gas appliances are serviced regularly, they may become dangerous and can kill.

Failure to arrange a yearly safety check may put you in breach of your lease. In addition, if you sublet your home you are legally required to arrange a yearly check to meet your statutory obligations as a landlord under the Gas Safety (Installation & Use) Regulations 1998.

You can find a Gas Safe registered engineer by phoning 0800 408 5500 or online at www.GasSafeRegister.co.uk.

We are sure you appreciate the importance of this yearly gas check both for your own safety and that of your neighbours.

Fire safety information

We are committed to keeping you, your families and your home safe.

The current fire risk assessment procedure is regularly reviewed and updated in partnership with the London Fire Brigade to ensure it follows their most up-to-date good practice.

As a Westminster City Council homeowner, you can find out what your responsibilities for fire safety are in the fire safety guide for leaseholders which can be found here:

<https://www.westminster.gov.uk/housing/tenants/about-your-home/fire-safety>



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.



SUMMARY OF TENANTS' RIGHTS AND OBLIGATIONS

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.



IMPORTANT CONTACT DETAILS

<p>Westminster City Council Housing</p>	<p>In the first instance if you have any queries about your property or lease, contact us on: Telephone: 0800 358 3783 Email: housing.enquiries@westminster.gov.uk Website: https://www.westminster.gov.uk/housing/leaseholders</p>
<p>Leasehold Operations Team</p>	<p>The Leasehold Operations team can be contacted using the above-mentioned contact details. Alternatively, you can write to the team at the following address: Leasehold Operations South Area Service Centre 137 Lupus Street, London, SW1V 3HE</p>
<p>Compliments, Comments, or Complaints</p>	<p>If you have any comments or complaints about our service, please contact Westminster City Council’s Complaints Team. W: www.westminster.gov.uk/complaints</p>
<p>Cost of Living Support Hub</p>	<p>For information on the different types of support available, take a look at our cost of living support hub below. W: https://www.westminster.gov.uk/housing/help-and-support-rising-energy-costs</p>
<p>MyWestminster Online Portals</p>	<p>Westminster tenants and leaseholders can request repairs and view the status of their requests, report antisocial behaviour, make payments and update personal details. W: https://www.westminster.gov.uk/portals</p>
<p>The Leasehold Advisory Service</p>	<p>W: https://www.lease-advice.org/ T: 020 7832 2500</p>
<p>First-tier Tribunal (Property Chamber)</p>	<p>W: https://www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber</p>
<p>Gas leaks</p>	<p>T: 0800 111 999</p>
<p>Thames Water</p>	<p>Customer services: 0844 448 8694 24 hour emergency phone: 0845 9200 800</p>
<p>Citizens Advice Westminster</p>	<p>T: 0808 278 7834 W: www.westminstercab.org.uk</p>
<p>National Debtline</p>	<p>T: 0808 808 4000 W: www.nationaldebtline.org</p>