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### **What is WORA?**

WORA is the Westside One Residents' Association. The inaugural meeting of WORA took place on Thursday 30 January 2003.

### **How do I register for a Residents' Association newsletter and join the mailing list?**

**Subscribing to newsletters:** If you would like to join our mailing list and receive information about the activities of WORA, or newsletters, please reply with an email to [secretary@westsideone.co.uk](mailto:secretary@westsideone.co.uk) with '[opt-in] Newsletter' in the subject line.

### **How do I unsubscribe from the mailing list and stop receiving newsletters?**

**Privacy and Unsubscribing:** If you would prefer not to receive information about the activities of WORA, newsletters, or taken off the mailing list, please reply with an email to [secretary@westsideone.co.uk](mailto:secretary@westsideone.co.uk) with '[opt-out] Newsletter' in the subject line.

### **How can I contact the Association?**

**Contact information:** David Barrington, Secretary WORA – c/o Apartment 62 Westside One, 22 Suffolk Street, Queensway, Birmingham, B1 1LS. Mobile: 0759 504 6724.  
[secretary@westsideone.co.uk](mailto:secretary@westsideone.co.uk) The homepage website address is <http://www.westsideone.co.uk/home>

### **Am I allowed to park my car in the Lower or Upper Car Park areas?**

RESIDENTS HAVE ASKED FOR AN EXPLANATION ON WHO IS ENTITLED TO PARK INSIDE THE BUILDING.

The answer to this question is: only if you have a leasehold or tenant's entitlement to park a vehicle inside the building!

Residents who own their own car parking bays get irritated when denied access to their space because a vehicle belonging to a contractor, visitor or another apartment resident has been parked there. Just leaving a message on the dashboard saying you can be contacted at Apartment 101 is not good enough.

When illegal parking occurs, affected parties can do any one of the following:

1. Record the details and obtain a photograph of the offending vehicle showing the exact position. The details and photograph are then forwarded to the building's managing agent, County Estate Management Limited, Bristol. Persistent offenders may risk losing their tenancy.

2. Have the offending vehicle clamped. Under the terms of the leasehold, an external contractor can clamp a vehicle causing an obstruction. A hefty penalty by way of fine before releasing the vehicle often follows.

3. Have the offending vehicle removed. An alternative & drastic course of action that can be used by a resident when 'an obvious obstruction exists', or 'impedes the safe passage of another vehicle and occupants therein', is to request West Midlands Police to intervene. The effort to remove an offending vehicle is considerable and will be done in most cases using a steel cable. Birmingham City Council by arrangement will provide a flatbed transporter and transfer the offending vehicle to another part of the city. If the offending vehicle has no road tax, SWORN declaration and/or MOT in certain circumstances it can be sent to the crusher! All this will be achieved at huge public cost, which ultimately will be recouped from the owner of the offending vehicle at a later date.

However, recognizing the difficulty in finding short-term parking at times when contractors, furniture deliveries and removal firms need access to the building – within a spirit of helpfulness – the Concierge may be able to help out if the need arises. It is important to realize such a temporary relaxation in parking can only occur when the Concierge is on duty and he has been asked beforehand. When he leaves at the end of his working day, any parked vehicle parked on such a "Goodwill" gesture runs the risk of being clamped.

**As a leaseholder, am I entitled to a breakdown of service charge costs?**

Yes, a leaseholder can write to the 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.

**Have I a say in what work is carried out in the building?**

The rules are quite straightforward. If the 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 a leasehold valuation tribunal has agreed that consultation is not required.

**As a leaseholder, can I ask to see the financial records relating to the service charge costs?**

Yes, a leaseholder can, within 6 months of receiving a written summary of costs, ask the landlord to provide reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

Moreover, a leaseholder can 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 circumstances whether a leaseholder can

exercise this right alone or only with the support of others living in the premises.

**What is included in the building's service charge**

The lease sets out a leaseholder's obligations to pay service charges to the managing agent and ground rent to the freeholder. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the freeholder's costs of management, to the extent that the costs have been reasonably incurred.

**Can a landlord pay for legal proceedings out of the service charge fund?**

Even though the lease may allow the landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, a leaseholder can ask a county court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.

**How much does it cost to refer matters to the Leasehold Valuation Tribunal?**

Where you seek a determination from a Leasehold Valuation Tribunal (LVT), 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.

Where a class action is brought (ie several leaseholders bring or make a group claim), then the cost of bringing the case is dispersed in accordance with a proportional scale.

A LVT has the power to award costs, not exceeding £500, against a party to any proceedings where: it dismisses a matter because it is frivolous, vexatious or an abuse of process; or it considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.

**If I feel I am paying too much service charge what can I do?**

You can ask a Leasehold Valuation Tribunal (LVT) to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. A leaseholder may make a request before or after they 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.

**If I stop paying service charge what can happen? Can I be evicted from my property?**

The lease may give the landlord a right of re-entry or forfeiture where a leaseholder has 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 a leaseholder has admitted they 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, particularly if it is shown that a landlord or their managing agent has been negligent, unduly aggressive, owed a leaseholder a duty of care, or failed to discharge their duties within the terms of the lease.

**What are my rights in respect to the payment of Service Charges?**

A summary, which briefly sets out a leaseholders rights and obligations in relation

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to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent with a demand, a leaseholder can consider withholding their service charge. The summary, however, does not give a full interpretation of the law and if you are in any doubt about a leaseholder's rights and obligations you should seek independent advice.

### **Can the leasehold agreement be changed or modified?**

In short, yes. A leaseholder can apply to a Leasehold Valuation Tribunal (LVT) to ask it to determine whether the 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. The LVT has the power to strike out unreasonable clauses within the lease, especially those which are no longer relevant to each party.

### **How do I report a broken link?**

Please report any broken link to the Web author at [secretary@westsideone.co.uk](mailto:secretary@westsideone.co.uk) with '[observation] Broken Link' in the subject line.