



**PRIMROSE GARDENS  
NETHERTON  
DUDLEY  
DY2 9LD**

**Minutes of Meeting Held on  
Friday 14 August 2015 at 9.30am**

**Present:** Arran Criddle (AN)– Ground Floor Flat, 36 Wharf Mews  
Emma Andrews (EA) – Ground Floor Flat, 39 Wharf Mews  
Andy Nuttall (AN) – KWB Property Management Ltd

AN explained that KWB began management of this block and external area just over a year ago from the developer, Taylor Wimpey. However various issues have caused a delay in updating tenants on maintenance issues at the block and charges being made.

AN explained that the freehold has now been sold by Taylor Wimpey to Fairthatch GR Ltd with their agent, E&M contacting residents directly for charging and receiving ground rent due from 1 January 2015. This means that KWB had not raised any ground rent charges to any residents due to all six apartments being sold in 2014 and Taylor Wimpey collecting apportionments of ground rent upon completion to 31 December 2014.

AN confirmed that the current service charge budget appeared to be too low last year taking into account any additional services of the block not in the original budget such as window cleaning and external landscaping taking into account that there was just one apartment block on this development. 2015 service charges have been raised at same level as last year with invoices covering the whole year and although now due for payment, KWB can discuss with individual residents regarding agreed payment plans. AC/EA raised concerns over this charge not including services that they couldn't see happening and AN explained that even if there are reductions to this level the majority is still owed. AN explained that service charge monies for this development are kept in a separate account by KWB on behalf of the residents with annual service charge accounts being audited and issued every year to show exact monies being spent and any balancing charges or credits due to each resident compared against any initial budget charged out at. Reconciled accounts are normally issued within three months of the year end. However, delays had unfortunately resulted in the 2014 year due to this year being a combination of Taylor Wimpey and KWB expenditure, with KWB to confirm if 2014 will be treated as a separate year or KWB's period in 2014 included in 2015's reconciliation. A new budget to be agreed later in the year with new charges to then be raised on 1 January 2016 for the whole year.

AN explained that service charge included building insurance. However, due to the sale of the freehold from Taylor Wimpey then the new freeholder decides on the policy and insurer/broker for KWB as a management company to simply recharge to

the service charge. The new premium has just been received and appears to be within the current service charge budget.

AC explained that the damaged window frame from the break-in at the start of the year had been repaired by a local window company. However, no invoice has yet been received. AN explained building insurers are willing to process a claim for this less the excess on the policy which will be charged through the service charge. AC wanting to close the matter as have not received an invoice from the contractor. However, AN advised chasing them for this before formally closing the insurance claim in case they pursue the matter for payment later on resulting in the service charge funding the whole cost rather than through an insurance claim. AN explained that although the window frame and glass are the responsibility of each resident under their long lease as well as permanent fixtures such as bathroom and kitchen suites as fixtures of the building insurance wise the contents and fixtures and fittings are the responsibility of each resident for their own separate contents policy.

AN noted that gardening needed at the block but this had not been allowed for in the current budget. KWB instructed landscapers at the end of 2014 as a one off exercise where the cost of this was already above the annual landscaping service charge budget. AN explained it was probably from an assumed low involvement in the initial budget because of no external grassed areas. However, in reality the planted areas still needed maintenance and weeding with limited bark chippings or membranes. AC/EA confirmed had already been carrying out basic gardening at the front of the block and residents would like to look at doing this for the whole site moving forward themselves rather than through the service charge. AN explained that includes a strip of planted area at side of the three visitor spaces adjacent to the canal and really needs regular weed killing at the rear on the block paving to stop weed growth. AN suggested looking at additional one-off costs to improve landscaping generally to reduce the need for ongoing maintenance.

AN explained that the managing agent cost in the service charge covers all services at the property.

AN clarified that the electricity charges are for the communal lighting. No invoice yet received following change from Taylor Wimpey's name last year. AN to chase.

AC/EA raised concerns over the cleaning and that the cleaner is only there for half an hour or so every two weeks not needing to do a lot of cleaning. AN explained deliberately set to only fortnight frequency last year to keep costs down and the cleaner also carries out emergency light testing rather than additional expenditure of an electrician attending site every month. AC/EA explained residents would also like to take over the cleaning of the common areas on a rota basis. However, AN advised that if this was agreed would need confirmation in writing that all health and safety matters dealt with and liabilities covered by the residents for this. AN advised at least a monthly visit from the cleaner to still carry out the emergency light testing and any additional one off cleaning as and when required.

AC raised concern over the small outside gap between the side wall and the adjacent road following the break in at the start of the year although generally no

security issues around the block and around the canal. AN explained that additional outside security lighting could be looked at if required in future.

AC/EA explained that the bin store at the rear car park is being mis-used by some of the adjacent householders leaving additional rubbish. Noted that a large area anyway with some small repairs needed to the gateways.

AC raised concern over people walking across the car park passed the bin store and into the road as a shortcut and causing damage to vegetation with no path there. Suggesting to deliberately block this area with planting etc. although AN explained that probably a right of access for people to walk which must still be permitted.

Noted that electrical contractors, JDP, on site at the time carrying out regular six monthly inspections. AN explained that this is the maintenance of the smoke ventilation system and JDP operative explained that the control box at ground floor level will open the top second floor window and to press the “reset” button to close if opened under false alarm. AN explained must be kept closed and only operated automatically through any smoke in the areas affecting the detectors rather than individuals treating as a window for ventilation. AN explained an updated fire evacuation procedure will be issued in the forthcoming residents manual which confirms the evacuation policy. Noted there is any smoke detectors and alarms in each flat but no alarm system in the communal areas just the smoke ventilation.

JDP operative confirmed some bulbs replaced in external areas but new fitting required for the light on the front elevation which also needs to an emergency light facility. The annual emergency light discharge test is also completed. AN suggestion of looking at new LED fittings/bulbs longer term to reduce annual maintenance costs although higher installation costs. AC/EA to confirm if electric heating in communal area can be disconnected by JDP on the next visit to save on maintenance and utility costs in which case JDP would remove the fuse rather than just leave it turned off.

JDP operative explained that tradesmen’s entrance control had been tampered with and unusual times during each week day. Now changed to 7am – 4pm Monday – Saturday.

AN confirmed can look at external window cleaning through the service charge every three months but AC/EA confirmed would not be required in order to reduce costs. AN explained residents should not be carrying out external window cleaning themselves without prior approval due to health and safety concerns.

AN explained a general residents’ manual to be issued to explain day to day matters and new noticeboards to be installed to the entrance of this site. Some general signage also required around the apartment block and all storage door locks



checked to ensure operating ok from the same key and for KWB to ensure sufficient key copies.