

Appendix C

SUMMARY OF OBSERVATIONS MADE IN RESPONSE TO NOTICE OF INTENTION DATED 27.09.2019:

Observations in relation to the following was received from 2 leaseholders at Craven Park Road;

- **Where is the Asbestos located?**

Response – *We cannot confirm the precise location at this point, the actual location will be confirmed to you following the results of the Asbestos Refurbishment Survey Report which will be undertaken by the contractor prior to any works commencing site.*

*If asbestos is found in relation to the works to your block this will need to be removed. **If no asbestos is found there will be no cost incurred for the removal.***

- **Electrical Installation – Where?**

Response – *Following the results of the feasibility report the testing of the existing electrical installations has been specified to the communal area of your block.*

- **Replacement of front entrance door – I have received permission from the Landlord to replace my door**

Response - *We must as the Landlord demonstrate that the fire doors have primary test data. (Fire certificate). *If the door is found to be non-compliant we need to replace it.**

- **Window Renewal - I have received permission from the Landlord to replace my door**

Response - *Where leaseholders have obtained permission to replace their windows, these may have to be inspected to determine their status. Decisions on these will be taken on a case by case basis*

- **External Estate Works – How does this vary from Brick work and concrete repairs to External Elevations?**

Response – *External and Estate Works include the installation of new bin stores, a new playground, and soft landscaping improvements*

- ***I am subletting my property, what is the maximum time for me to pay?***

Response - *As you have stated because you are subletting the property, the maximum allowable time allowed to pay will be 36 months when the invoice is processed.*

The Payment options form has been included to give leaseholders an idea of what options are available to enable them plan ahead prior to receiving the invoice.

When the billing for the works is processed you will be again provided with Payment Options for you to determine how you wish to pay. I must emphasise at this point that for the windows and doors already replaced an inspection of these will need to be carried out to determine if their current state. This will be done on a case-by-case basis with properties in this category

- **Does the work include the replacement of my windows and doors?**

Response – *The windows and doors to your flat will be replaced.*

- **Will the internal area of my flat be decorated?**

Response – *Decoration will be carried out to the communal areas only*

- **The Door Entry System was replaced a few years ago will this be done again?**

Response – *No works will be carried out to the Communal Door Entry System or main entrance door*

- **What are Walkway upstands?**

Response - *The Walkway upstands are the raised concrete barriers between the pathways and the areas of vegetation*

- **What is a Reception System?**

Response - *The reception system is in relation to the proposed upgrade of the communal television installation*

- **What is a mechanical extract fan and why do we need it? Are these for inside the properties and will we be getting one in ours?**

Response - *Mechanical extract fans are required to the kitchen and bathroom areas to improve the ventilation.*

- **Why is an Asbestos report needed?**

Response - *A sample refurbishment asbestos survey is required to be undertaken as it is a legal requirement. If asbestos is found in relation to the works this will need to be removed. If no asbestos is found there will be no cost incurred for the removal.*

- **Will my tenant need to be moved out during the works?**

Response – It will not be necessary for your tenant to move out during the works.

- **What are the proposed works for the external facia of the building?**

Response – The external works include repairing the parapet wall, renewal of defective brickwork, concrete repairs, repointing and cleaning.

- **When will the works start?**

Response – Works are scheduled to commence December 2020.

- **How long will the work take?**

Response – The contract period is 52 weeks

- **Will the costs mentioned in the service charges for this year and next year be removed as many of the mentioned appear to be charged twice?**

Response - The list of items within the Section 20 notice relate to one-off works. these are not being double charged as they don't fall under the Day to Day Service Charge – the services provided under the day to day costs include cleaning, lighting, grounds maintenance, building insurance, TV aerials, Communal entry system, communal tanks & pumps, management fee, day to day repairs and minor works

- **Will the council be using the sinking fund we pay into towards these costs and if not, why not? Can you advise how much is in the sinking fund?**

Response - Your property was purchased in 2015 and you currently pay towards a sinking fund. When the invoicing for the works are processed, the amount applicable for you to pay will take into account what you have paid into the sinking fund

- **You mention no observations were made in point 5 (summary of the observations on the proposed works). I raised the point above re the door entry system. Why was this not noted?**

Response - The first notice for the proposed works was sent to you on 27 September 2019 advising that there is a 30 day observation period to raise formal observations/queries and this expired 30 October 2019. I am unaware that you notified Leasehold Services with any written or email query

- **I rent my flat out but I cannot repay these costs over 36 months. I cannot afford to. What happens in this instance? Can I apply for the no-interest loan over 6 years instead if I am refused 2 high street bank loans? The rent I make on the flat will not cover the mortgage, service fee, sinking fund and the cost of these repairs. As a result, can I apply for the hardship capping as a leaseholder?**

Response - We are unable to offer extended payment options to leaseholders where it is not their principle home. I would suggest approaching your Mortgage Lender in the first instance to see if they are able to pay the invoice on their behalf and/or raise funds or release equity. As you have mentioned you can also try to apply for a high street bank loan. With regards to hardship capping this relates to qualifying leaseholders only. Again as you do not occupy the property as your principle home you therefore do not qualify

- **If the sinking fund and service charges were removed, the money I make on the flat could be paid towards these costs and could be paid in 3 years (profit will be GBP12 a month only). If the charges still apply at the current value I will be in serious debt?**

Response - The notice you have received is an estimate for the proposed works, when the invoicing is processed, Leasehold Services will calculate how much you have paid into the sinking fund and offset this amount against your proportion of cost

- **What is the management fee?**

Response - The management fee charged in the estimated calculation is the Leasehold Services management fee, which is charged at 7.5% of the leaseholders' proportion of block cost, with a minimum charge of £50 and a maximum charge of £500. This management fee covers the cost of issuing Section 20 Notices, dealing with consultation, calculating leaseholder apportionment, collating and raising the leaseholder charge and income recovery

- **What is the calculation of GBP1,289,797.83/141 x 3? Do 141 people own properties in the estate and how many properties are on the estate?**

Response - The Appendix sent with the Section 20 notice provides an building cost to your building which is defined as CRAVEN PARK 378-442 (EVEN) / MAPLE CLOSE 32-51, a total of 54 units. The estimated cost of works to your block is £1,289,797.83

- **Are the council contributing towards the cost of these works?**

Response - Leaseholders will be invoiced for a proportional cost of the works and the council will absorb the costs for the tenanted properties