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NEWS

FPRA
FEDERATION OF PRIVATE RESIDENTS' ASSOCIATIONS

NEW LOOK AGM

FPRA's AGM and Networking Event takes on an exciting new format this year. This time we are concentrating on individual one-to-one appointments where those attending can get expert advice face-to-face from our team of experts. The date to put in your diary is Tuesday, November 10. The event will take place at The Colonel Fawcett, 1 Randolph Street, London NW1 0SS between 5 and 9pm.

The AGM will be just for members, but the bulk of the evening will be open to non-members too. Members attend free – and receive a £5 drinks voucher! Non-members pay £5, but also receive the £5 drinks voucher!

All attenders must pre-register to obtain access to the event. Any attenders that arrive on the day without pre-registering to attend may not be granted access. In the event that access is provided by the organiser, those delegates will not be provided with a drinks voucher.

Member's ticket includes:

- Access to AGM
- Opportunity to request a One-to-One Appointment
- Networking with committee members, sponsors and industry specialists
- A £5 drinks voucher

Non-member's ticket includes:

- Opportunity to request a One-to-One Appointment
- Networking with committee members, sponsors and industry specialists
- A £5 drinks voucher

Committee members may be available to help with general discussions and questions at the event.

Please see the full agenda and information inserted into this newsletter.

One-to-One appointments

On receipt of your email booking confirmation you will be able to access the One-to-One Appointment Request Form. Please complete this form in full to request an appointment. Appointments last 20 minutes maximum.

Appointments are offered on a first come first served basis. If you have been successful in obtaining an appointment you shall be contacted closer to the event date with your time allocation and the name of your adviser. There is often a high demand for these appointments so please ensure prior to requesting the appointment that you are available on November 10, 2015 between 6.30pm – 9.00pm. We will do our best to meet the demand.

Bookings are only available online. If you have any problems with this, or have any questions please contact Charlotte at News on the Block on 0203 538 8875 or email charlotte@newsontheblock.com.

This is an event organising company that FPRA are using to help with the event.

Members' registration starts at 5pm. The AGM takes place at 5.40pm and the leasehold exhibition and advice surgeries will run from 6pm-9pm

INSIDE THIS ISSUE

Subletting Scare

Proposals to make it easier for tenants to sublet have caused concern at FPRA

Brandon Lewis, Minister for Housing and Planning, has announced a "boost for Londoners as red tape is slashed on short term lets".

But subletting is a major cause of anxiety among our members, as evidenced by our postbag.

FPRA chairman Bob Smytherman has written to Mr Lewis: "As the voice of leaseholders throughout England and Wales, we are concerned that there seems to have been a policy formed without consultation or consideration of the implications of this proposal for lessees in blocks of flats."

FPRA Hon Consultant Yashmin Mistry explains how this new change in law as a result of the Deregulation Act 2015, may affect leaseholders:

"Before 26 May 2015, a lessee in London wishing to sublet their flat for 90 consecutive nights or fewer needed planning permission from the local council. From our experiences in dealing with the Royal Borough of Kensington and Chelsea and City of Westminster, that planning permission was unlikely to be granted.

"Well, the law has changed and whilst this means more flexibility (and potentially more rental income) for landlords, it increases the risks of anti-social behaviour, damage to common parts, a high turnover of tenants and complaints to on-site staff and property managers!

"Crucially, whilst planning permission for short lets is no longer required, the terms of the individual leases still need to be adhered to, therefore if a lease for a property you manage restricts subletting in some way, ensure that you brief yourself accordingly on a property by property basis!"

Bob Smytherman asked the Minister: "Is it the intention of the Department to fully consider and take into account what these proposals will mean for leaseholders and for the management of blocks of flats, and how this will interact with the existing legislation relating to the leasehold sector including such things as:

- Lease obligations
- Houses in multiple occupation rules
- Health and safety
- Anti-social behaviour
- Insurance

And many other areas too numerous to mention?"

Mr Lewis replied: "I note your comments and concerns about the work we propose to take forward in respect of making it easier for tenants to sublet.

"We do plan to change the terms of the model tenancy agreement that we have produced for use in the private rented sector where an assured shorthold tenancy is being entered into. This would be to remove the absolute prohibition on subletting by a tenant.

"The amended term would permit a tenant to sublet part of the dwelling with the landlord's consent and that consent should not be unreasonably withheld. Landlords are not, of course, obliged to use the model agreement when granting a tenancy, but the Government believes its terms represent best practice in striking a fair balance of rights and obligations between landlords and tenants. The Government also believes it is reasonable that a tenant should be able to ask the landlord for permission to sublet part of their dwelling and that permission should not be refused without good reason. We do plan to consult on this.

"Finally, I am aware that the FPRA does have a positive, longstanding and constructive working relationship with the department, which I too hope can continue."

Mr Lewis says the Governments plans to consult on this, and we will keep our members informed.

SERVICE CHARGES: the lifeblood of block management?

Managing agent or self-manage?

This article is by Kate Boyes, a qualified chartered surveyor and a property manager, who has been letting and managing property for 11 years. She is a Board Member of ARLA (Association of Residential Letting Agents).

Self-management

When leaseholders have had a bad experience with unresponsive or expensive managing agents, it can seem like a much more appealing option. And it's true, for smaller blocks of flats, self-managing can mean a better quality of block management and better value for money. Saving money on administration and investing it back into the building to cover for the possibility of any upcoming major works is a sensible plan. It's not always the easiest option though!

Living in a flat carries with it communal responsibilities; however, as with most groups of people, the majority of residents tend to be pretty apathetic and it falls to a few conscientious souls to keep things on track. Effective property management is dependent on good cashflow and efficient credit control; having enough cash in the kitty to pay contractors when needed will keep them onside and willing to make themselves available for the next emergency.

What's the key to successful property management?

Collecting everyone's service charges on time is key to successful resident management companies, whether self-managed or not, but a lot of self-managed blocks neglect to send out service charge demands. This means that they are relying on the residents' integrity and goodwill to pay their service charge on time. Worse, from a legal point of view, without sending out a service charge demand, or if it has been served incorrectly, there is no way of recovering the debt if someone defaults or stops paying.

It's crucial, therefore, for people who self-manage properties to set up a system that works for service charge demands and collection. There are two elements that must be considered: what the lease says, and how the law says you must make these demands. If you're not an experienced block managing agent, or a solicitor or accountant who specialises in service charge legislation and accounts, you could end up in problems before you know it.

A cheaper and simpler solution for resident management companies and people who self-manage blocks of flats is to use an online block management tool. These can include key features such as automated service charge demands and help with compliance issues. Using this kind of software prompts more residents to pay their service charges on time; and if they do default, it's much easier to enforce the debt as the correct procedures have been followed from the start.

Kate Boyes created Resident Property Management Software founder (www.resident.uk.com) which she says is the first platform designed to be accessible and affordable for those who self manage. (Please note: FPRA does not recommend any particular company.)

FPRA Chairman Bob Smytherman comments: "As someone who has been a volunteer director of my own RMC for over 20 years – more than half that time self-managing – I have learnt that self-management is not ideal or suitable for every block and certainly no 'magic bullet'. Indeed, decisions to take on the management of a block of flats by volunteers must not be taken lightly. Membership of the FPRA will provide ongoing independent and impartial advice service to RMC directors as we neither endorse nor recommend any commercial company and all our advisers are volunteers and therefore have no commercial interest when providing advice to our members.

"We would, however, always recommend volunteer directors are protected by a Directors & Officers insurance policy. There a number of commercial insurers who will offer such policies and we can assist on the right policy for your own circumstances."

BEST PRACTICE

A code of best practice in the private rented sector has been brought up to date in July 2015 by RICS (the Royal Institution of Chartered Surveyors).

This is available on their website www.rics.org.uk

This cross-industry code is intended to promote best practice in the letting and management of private rented sector housing in England.

The aim of the code is to ensure:

- **good-quality homes for rent**
- **consistent and high standards of management**
- **choice for the consumer.**

The code is intended for use by landlords and lettings and management agents in the private rented sector.

Minor revisions were made to the code in July 2015 to reflect recent changes in legislation.

Although not of direct FPRA interest, members may still be interested, as so many of FPRA members have large rented elements.

EXTRA BURDEN ON VOLUNTEER

Shula Rich, chair of a block of 104 flats on the Hove Seafront and a director of FPRA, takes us through *The Small Business, Enterprise and Employment Act 2015*, which received Royal Assent on March 26 and was one of the last Acts of the last Parliament.

All flat management companies and Right to Manage companies should check with their accountants as to how the changes will impact on them The Act can be good news for lessees trying to identify a corporate freeholder and for lessees who may unfortunately be engaged in a dispute with a freehold company. It offers added privacy for volunteer directors, but new requirements will need further advice and some "getting used to" for company chairs like myself, used to the previous ways of filing and recording our information.

This Act, to be brought in, in stages until April 2016, has significant implications for all:

- Lessees Management Companies set up as part of the lease
- Resident Management Companies owning the freehold
- Right to Manage Companies.

New access to information for lessees

Corporate directors

The new Act prohibits companies (and other corporate entities) from becoming directors. The reason for this is to stop corporate structures from hiding illegal activity.

This is a bonus for lessees who have difficulty tracing a freeholder determined to hide its identity.

Accountancy Web – an excellent email bulletin for accountants writes:

"From an anti-corruption perspective, the Act is very good news. In particular, provisions that deal with corporate transparency and disqualification of directors are likely to be of great assistance to those seeking to trace ownership of companies, as well as clamp down on corrupt practices."

On the other hand, because corporate directors are no longer allowed:

"The lack of anonymity may be potentially bad news for companies, as companies have limited liability whereas individuals do not. Our advice is to examine your directors and officers insurance policies. Alternatively individual directors now forced to step up may need protection via increased indemnities for acting." Catherine Gannon (Gannons Commercial Law Ltd).

The government is providing for some exemptions to the prohibition of a corporate director and are consulting on whether a corporate director should be permitted if all of its directors are natural persons and those natural persons have their details on a public register (eg the one held at Companies House).

Although the Act is intended to increase transparency in this sector, it increases the administrative burden on volunteer directors and introduces criminal punishments for non compliance.

New duties and restrictions

In addition to the two measures below:

- Introduction of a public register of people with significant control
- Restrictions on use of corporate directors

are the following:

- Changes to procedures
- Changes to filing requirements, including replacement of the annual return by "confirmations"
- Choice for a private company to use Companies House for its register of members and directors, (chargeable)
- New procedures for rectification of the register relating to the company's registered office
- Changes to filing procedures for appointment of directors
- Changes to the disqualification of directors regime.

Persons with significant control (known as PSCs) will need to be publicly disclosed

This is one of the most controversial changes. It will be compulsory for companies to retain a Register of Persons with Significant Control – PSCs. The purpose is to make sure that individuals with controlling rights in a company are known. The record of PSCs will be public through Companies House.

An individual will be considered a PSC if they (alone or jointly):

- Control or own more than 25 per cent of the shares or voting rights;
- Are able to remove a majority of the board; or
- Are able to have significant influence or control over the company.

Government is expected to provide additional guidance on 'significant control' by October 2015. Flat management companies will in future need to maintain lists of PSCs, record it in the register and annually deliver it to Companies House. Companies will not have to file this information at Companies House until April 2016 – giving three months to obtain the information.

Up to this time, flat management companies which were non-profit have only needed to make a return of *dormant*, if the lessees' funds are held in trust in a client or trust fund. There has been no further record to monitor and record. A PSC in our context might be a lessee who owns seven or more out of 25 flats, each flat having a share of freehold. Or they might be a lessee who owns half the flats in an RTM company, for example. Whilst not common, it is not unheard of for one leaseholder or company to own more than 25 per cent of flats in a block.

Companies will have an obligation to ensure they investigate PSCs and make sure information is kept up to date,

DIRECTORS

including an obligation to serve notices on anyone who may know anything about a PSC.

Criminal penalties can be given to companies or individuals for failing to adhere to the new rules or for providing false information. Some of the information which will now be publicly disclosed may have been in a shareholders' agreement which has been a private document not available to the public, for example where prior to buying the freehold, A and B shares have been issued with different voting rights.

The register of persons with significant control over the company will include the following information:

- Name, address, date of birth
- Nationality
- The date on which the person become a beneficial owner
- The nature of their control or interest.

The Act also allows for criminal penalties for the company, its directors, secretary, and persons with significant control if they do not comply.

Annual returns replaced

The annual return will now be replaced with a Confirmation Statement to be filed at Companies House in every 12 month period from April 2016

"However, there are plans to increase the frequency of reporting to Companies House so as to bring the new rules in line with the EU Fourth Money Laundering Directive." (Accountancy Web)

Central register option for private companies

Private companies can now decide whether they want to stop keeping their own company books – records of PSCs, directors' addresses, secretaries, directors and register of members. Instead, they can ensure that the comparable information is filed at Companies House on the central register.

In cases of dispute, this could be an advantage to members of flat management companies who can now view their records if kept publicly, as well as having access to information that a volunteer secretary may wrongly be restricting.

Days of birth of directors

To combat fraud, the day that a director was born will not be made public. The public register will only display the month and year the director was born. This is expected to come into force from October 2015. However, the new rules do not allow present data to be removed, so there will be no benefit for existing directors.

Appointment of directors

On appointment, a director will no longer have to countersign the appointment forms to consent. Companies House will inform the new director that they have been appointed and this will then give the director the opportunity of objecting if the appointment has been made in error, or if it has been done fraudulently. These new rules are also expected to come into force in October 2015 and will also allow Companies House to amend the registered office of a company where the use of the address is disputed.

Timetable

(1) Corporate directors to be prohibited : October 2015, with a 12 months' transitional period for existing corporate directors.

(2) Unquoted companies to keep a public register of people with significant control:

January 2016. Details to be provided to Companies House annually from April 2016.

(3) Annual "confirmation statements" to replace annual returns from April 2016.

(4) Private companies to be able to keep their statutory registers – registers of members and directors, and the new register of people with significant control at Companies House, instead of having to keep their own registers from April 2016

Companies House changes

The three services offered by Companies House: Webfiling, Webcheck, Companies House Direct, will be replaced by one online service The Companies House Service.

Other changes include:

- Removing the subscription-based Companies House Direct service to a free-of-charge service;
- The grant of access to all document images free of charge (including mortgage charges);
- A "click and confirm" process to replace the form-based filing which will make it simpler to maintain company information; and what is said to be: *"an updated and more user-friendly interface to enable searching for information at Companies House more easier and quicker."*

A copy of the Act and relevant explanatory notes can be found at http://services.parliament.uk/bills/2014-15/smallbusinessenterpriseandemployment/documents.html.

Companies House has a number of fact sheets to give further information on certain aspects of the Act. In particular: *Companies Transparency Fact Sheet, Companies Filing Requirements Fact Sheet.*

FIRE DOORS SAVE LIVES

Fire Door Safety Week takes place again this September. The organisers say fire doors are often the first line of defence in a fire. Their correct specification, maintenance and management can be the difference between life and death for building occupants.

Sadly, however, they remain a significant area of neglect, often the first thing to be downgraded on a specification and mismanaged throughout their service life, propped open, damaged and badly maintained. Fire door breaches are still one of the most common fines implemented under the Fire Safety Order, 10 years since this law was introduced.

Details are on www.firedoorsafetyweek.co.uk

COMMUNAL HEATING IN FLATS

By FPRA director Shula Rich, who unravels for us the landlord obligations under the Heat Network Regulations, communal heating and air conditioning.

If it were possible to comply with them, the new Heat Network Regulations would be a bonus to blocks which have communal heating systems.

Many of us who live in large blocks have what is referred to as Landlords' Systems of heating. The freehold company owns the boilers which supply common parts and all flats.

The cost of heating is covered by the service charge and each flat will contribute in proportion. My flat for example pays 1.17 per cent of the service charge and so 1.17 per cent of the £80,000 gas bill for heating and hot water.

European/Government thinking is that this does not encourage energy conservation as however little I use, I still pay the same. New regulations which will be brought in by statutory instrument (2014 (SI 2014/3120) (as amended) (the Heat Network Regulations) are intended to require landlords, where possible, to meter energy use per flat, and bill actual usage rather than relate the cost to the service charge.

The requirement to change the method of billing will only apply where it is practical to meter flats individually.

Technically possible and economically justified

It is not necessary to comply with the billing standards (either all or some of them) if it is not technically possible or if it is not economically justified.

The test is, where the annual estimated reasonable cost of issuing the bills and billing information is £70 or less per final customer.

- Cost of collecting, storing, processing meter readings.
- Cost of preparing and issuing bills and information.
- Cost of processing payments.
- Cost of issuing demands for payment of unpaid bills.

VITAL QUESTION – WILL THE LEASE OVERRIDE THE STATUTORY OBLIGATION?

Can landlords argue it is "technically impossible" to bill actual consumption because the lease requires bills to be proportional?

Will the landlord try to agree with each tenant in the block that their lease should be varied to allow for subsequent billing to be based on consumption, not a fixed percentage?

Do the Heat Regulations impose any obligation on the tenant to agree to a variation?

Whether it is decided that the lease or the new regulations take precedence, it is predicted that tenants who pay more than their estimated usage through the service charge are going to favour the new system.

It is also likely that the billing provisions in the Heat Regulations will be used by prospective tenants to resist any proportional contributions in a draft lease where the building has a communal heating system.

These new regulations have far reaching implications in blocks of flats and could remove a major source of discontent with landlords' systems and proportional billing.

However in my own block it will be very expensive to measure and bill individual consumption. We believe we are excused on these grounds – reluctantly.

(These regulations are very detailed, and I have based this information on a Reuters service called Practical Law and quoted directly from their Practice Notes.)

Timetable

Notifying the communal heating system to the National Measurement and Regulation Office, NAMRO by **31 December 2015**

Issuing bills which comply with the new standards prescribed in the Heat Regulations. This obligation has applied since **31 December 2014**, but only breaches since **30 April 2015** can be prosecuted

Installing meters and other measuring devices to monitor consumption. These obligations come into force on different dates

Heat Network (Metering and Billing) Regulations 2014 (SI 2014/3120), as amended by the Heat Network (Metering and Billing) Amendment Regulations 2015 (SI 2015/855)

WINNERS

Congratulations to those FPRA experts who won awards at this year's News on the Block Enfranchisement and Right to Manage Awards. Solicitor of the year was FPRA committee member Yashmin Mistry of JPC Law, and our Hon Consultant Mark Chick (of Bishop and Sewell) was a finalist. Hon Consultant Roger Hardwick (of Brethertons) was highly commended in the Regional Professional of the Year category.

Yashmin Mistry

Mark Chick

Roger Hardwick

Fairness for all

By Roger Southam of the Leasehold Advisory Service

The housing needs continue to dominate the headlines and features prominently on the news. Each day seems to bring new challenges and highlighting new problems.

The biggest challenge is how we make sure that all parties have all the information they need to enable them to know their obligations, commitments and liabilities. There is a lot of work being done to find ways to assist and enable this. We will see some of these initiatives coming out and we will constantly monitor the impact and effects as we go forward.

One question that we review repeatedly is how much information do people need? Will all problems evaporate if our customers and clients are fully informed? Of course human nature being what it is, some will always do the right thing and others will not. Some leaseholders will be responsible and some will not.

We have come across examples where leaseholders feel all charges are unreasonable and have suspicion on anything their freeholder undertakes or charges. This can be premised from one incident or one comment that leads to have suspicion on everything. Some will not want to pay any service charge at all.

If you walk about your town and city and look at a terrace of freehold houses, you will see some that are well maintained, some that are in poor condition and everything in between. It shows that people have different priorities and responsibilities when it comes to maintenance and care of their home. Everyone is different in this regard.

The service charge is just the expenditure that you would spend if you maintained your house. Least ways it should be. So the facilities and amenities that are supplied in the leasehold property are the aspects to be paid for. If you have a community you would expect it to be maintained and looked after and all amenities provided. They have to be paid for.

When it goes wrong is the shame. When suspicion falls on all for not running fairly because a minority want to be lazy, make money from it or just being plain criminal it is unfair that should taint all. The challenge is trying to make sure the good guys stand head and shoulders above and demonstrate transparency and fairness at every opportunity.

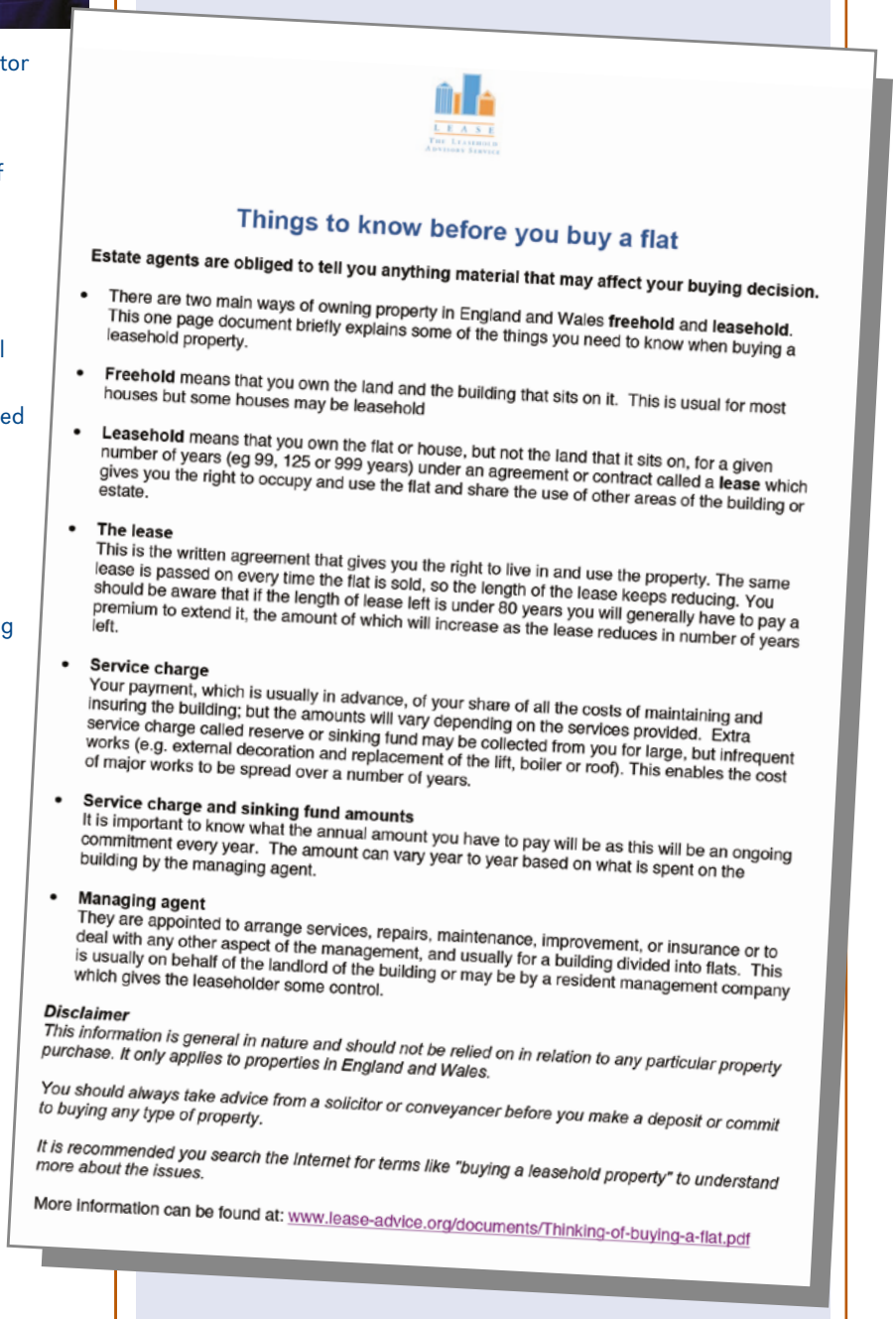
Leasehold Advisory Service will continue to play its part in educating, advising and serving all aspects of the leasehold property market to try and get fairness for all.

ADVICE FOR NEW LEASEHOLDERS

A new guidance sheet is to be given to all prospective buyers of leasehold property. The one-page document has been compiled by the Government-backed Leasehold Advisory Service (LEASE) which says: "This is a first step on improving understanding for leasehold home owners and a step along the road to making sure all leaseholders are treated fairly."

LEASE Chairman Roger Southam said: "We are committed to improving understanding and ensuring the managing agents and owners of leasehold homes are given every advantage to make sure there is fairness and reasonableness in the management of the property."

This is the document:



Things to know before you buy a flat

Estate agents are obliged to tell you anything material that may affect your buying decision.

- There are two main ways of owning property in England and Wales **freehold** and **leasehold**. This one page document briefly explains some of the things you need to know when buying a leasehold property.
- **Freehold** means that you own the land and the building that sits on it. This is usual for most houses but some houses may be leasehold
- **Leasehold** means that you own the flat or house, but not the land that it sits on, for a given number of years (eg 99, 125 or 999 years) under an agreement or contract called a **lease** which gives you the right to occupy and use the flat and share the use of other areas of the building or estate.
- **The lease**
  This is the written agreement that gives you the right to live in and use the property. The same lease is passed on every time the flat is sold, so the length of the lease keeps reducing. You should be aware that if the length of lease left is under 80 years you will generally have to pay a premium to extend it, the amount of which will increase as the lease reduces in number of years left.
- **Service charge**
  Your payment, which is usually in advance, of your share of all the costs of maintaining and insuring the building; but the amounts will vary depending on the services provided. Extra service charge called reserve or sinking fund may be collected from you for large, but infrequent works (e.g. external decoration and replacement of the lift, boiler or roof). This enables the cost of major works to be spread over a number of years.
- **Service charge and sinking fund amounts**
  It is important to know what the annual amount you have to pay will be as this will be an ongoing commitment every year. The amount can vary year to year based on what is spent on the building by the managing agent.
- **Managing agent**
  They are appointed to arrange services, repairs, maintenance, improvement, or insurance or to deal with any other aspect of the management, and usually for a building divided into flats. This is usually on behalf of the landlord of the building or may be by a resident management company which gives the leaseholder some control.

Disclaimer

This information is general in nature and should not be relied on in relation to any particular property purchase. It only applies to properties in England and Wales.

You should always take advice from a solicitor or conveyancer before you make a deposit or commit to buying any type of property.

It is recommended you search the internet for terms like "buying a leasehold property" to understand more about the issues.

More information can be found at: www.lease-advice.org/documents/Thinking-of-buying-a-flat.pdf

Legal Jottings

Compiled by Philippa Turner

FTT First Tier Tribunal (formerly the LVT)
UT Upper Tribunal
UKUT United Kingdom Upper Tribunal
UKSC United Kingdom Supreme Court

Rent Act 1977

The FTT had in *Israel Moss Children's Charity v Blandy (2015 UKUT 276)* determined that, apparently relying on the poor state of repair of the premises, the fair rent should be reduced below the previous amount and even below the tenant's own figure. In refusing leave to appeal, the FTT had given no reasons for its decision and, accordingly, the UT had remitted the case to enable reasons to be stated and for a rehearing, preferably by a differently-constituted tribunal.

Landlord & Tenant Act 1985

As readers will no doubt be aware, under Section 20 of the Act the landlord must consult with residents, prior to expending service charge monies above certain financial limits. This applies equally where the landlord's management functions are performed by the residents' own "RTM" company as in the case of *Ashleigh Court v De Nuccio (2015 UKUT 258)*. The FTT had found that the company had not complied correctly with the procedure because the proposed arrangements for inspection by the leaseholders of the estimates were not "sufficiently convenient": these had invited inspection at the company's registered office between 9am and noon on weekdays, subject to 48 hours prior notice to the managing agents; however, no address or contact details were given for the latter and furthermore the FTT found that the office address was confusing and difficult to find. The UT held that the test applied by the LTT was incorrect: it should have based its decision on whether arrangements were reasonable, striking a fair balance between landlord and tenant. However, the UT dismissed the company's appeal in finding that the time and place for inspection was not reasonable and, in any event, the documents had not actually been made available there.

Landlord & Tenant Act 1987

The management company (party to the lease along with the landlord and tenant) in *Pendra Loweth v North (2015 UKUT 91)* had demanded contributions to the service charges failing not only to observe the procedure set out in the lease for doing so but also to give the landlord's name and address as required by Section 47 of the Act. The FTT accordingly found that the demand was invalid but, on appeal, the UT referred the matter back to the FTT finding that Section 47 did not apply when the demand was made, not by the immediate landlord, but by a third party and, in addition, the payment of service charges was not conditional on a strict adherence to the procedure expressed in the lease for making the demand.

Leasehold Reform Housing & Urban Development Act 1993

In *Curzon v Wolstenholme (2015 UKUT 173)* the freeholder owned the lease of one flat and he and his wife jointly owned the lease of another in a building containing six flats. The other four leaseholders served notice under the Act of intention to purchase the freehold but did not register the existence of the notice as they were entitled, but not required, to do. The freeholder's counter notice agreed to the purchase and the premium to be paid was settled by negotiation but, eight years after the original notice, the freeholder, in an attempt to avoid entering into the transaction and relying on the lack of registration, sold ownership of the lease of his flat to his wife for a nominal sum, she, shortly after, transferring it back to him. However, the UT rejected his argument, holding that there could be no implication that the right (to acquire the freehold under the Act) could be lost by failure to register vis a vis the original freeholder or in respect of any successor in title. The only circumstances in which a notice of claim ceased to have effect were set out in Section 13(11) of the Act and none occurred here. The only consequence of non- registration would have meant that the claim was unenforceable against the freeholder's wife had she not transferred her interest back to the original recipient against whom the notice remained valid. Nor was the freeholder any more successful in arguing that he could withdraw from or alter the terms partially agreed at any time prior to exchange of contracts. The UT held that the FTT had jurisdiction to determine only those terms not agreed between the parties from which it followed that those already agreed in principle were settled at the stage of referral to the FTT.

The Landlord & Tenant Act 1987 confers the right to apply for variation of leases under Section 35 on the grounds inter alia that the computation of the service charge is unsatisfactory. The claim in *Rossman v Crown Estates (2015 UKUT 288)* concerned the same block of flats in respect of which the FTT had already refused a previous application by leaseholders on the grounds that the proposed new scheme of calculating the proportions of service charge payable was not necessarily an improvement. The leaseholder in *Rossman* was claiming under the 1993 Act on an application to extend his lease and under Section 57(6) to vary it on the grounds that the aggregate of the service charges amounted to 129% of the total due: he argued that, under the existing lease, his share was 0.8% whereas, based on floor area, it should be only 0.2873% and, accordingly, the lease was "defective". On refusal by the FTT, he appealed to the UT which remitted the matter for a further hearing since it had already been accepted on the previous Section 35 application that the lease was defective (in particular, since this was apparently recognised by the landlord which had voluntarily reduced demands for contributions to no more that an aggregate of 100%) and it was now a matter of deciding what calculation should replace the existing provisions, whether based on floor area or to reflect the existence of commercial as well as residential tenants or by some other scheme.

Commonhold & Leasehold Reform Act 2002

Following the Court of Appeal decision in *90 Broomfield Road RTM v Triplerose* (see Newsletter 113), the UT set aside the LVT's (as it then was) decision in *Sinclair Gardens v Darlaston Court (2015 UKUT 277)* that one RTM company could, in reliance on the Act, acquire the right to manage three blocks of flats.

However, the landlord in *Miltonland v Platinum House (2015 UKUT 236)* opposing an application by the leaseholders for the right to manage was unsuccessful in its appeal to the UT against a decision of the FTT. It was held by the UT that it was not fatal to the validity

of such a claim that the property in question was described by reference to its registered title which in fact included a small yard not being an appurtenant part of the premises in respect of which the right could be claimed. The landlord sought to rely on Section 80(2) requiring that the premises should be specified. The UT reasoned that this was not an "inaccuracy" which required amendment: the claim notice correctly specified that the premises consisted of a "self-contained building" and the reference to the title plan merely meant to identify its location and not to claim a right to all the land edged in red. All it did was to set out the right to exercise management *within* a designated area which was sufficient and would then enable the FTT to determine precisely the actual area to be covered.

Service charges

As in *Parissi v Blair Court (Newsletter 113)*, the leaseholders in *OHG v Wright (2015 UKUT 124)* were successful before the FTT in resisting a service charge demand for arrears from six years' previously: being expressly reserved in the lease as rent, they were statute-barred. However, on appeal, although the UT agreed with the FTT on the limitation point, it held that the landlord was able to appropriate payment of a debt to set off against the oldest amount due and therefore the appeal was allowed.

Unhappily for the leaseholders in *Arnold v Britton (2015 UKSC 36)*, the Supreme Court dismissed their appeal from the Court of Appeal *(Newsletter 107)*. The lease was clear on the manner in which the service charge was to be calculated, starting at £90pa but escalating @ 10% each year. There was insufficient ambiguity in the wording of the relevant clause to justify any departure or to introduce a subjective test of the parties' intentions. The leaseholders were therefore saddled with the prospect of increasing charges over the years, resulting in an annual payment of over £1m each by 2072.

The cost of providing the leaseholders occupying the development in *Gateway (Leeds) Management v Naghash (2015 UKUT 0333)* with a gym, a CCTV system and a concierge was found by both the FTT and the UT to be unreasonably incurred. The decision was made partly because there was no evidence supporting the calculations and partly because the lease did not require contribution towards the high rent being paid to the freeholder for a leaseback of the premises containing the gym and the concierge's office; the amounts in question far exceeded the commercial going rate and were admitted by the agent to be devised so as to defray the developer's construction costs. The charges were therefore reduced by 50%, 20% and 50% respectively.

The UT in *Caribax v Hinde House (2015 UKUT 234)* reversed the decision of the FTT. The landlord had, as the lease provided, accumulated reserves but had not, also as the lease provided, placed them in a designated trust fund in accordance with Section 42(5) of the Landlord & Tenant Act 1987. The lease expressly provided that the fund should be the first source of funding for capital expenditure on the building and the landlord was required to employ it for that purpose and not retain it for other purposes.

The inclusion in the service charge demand of £38,000 for the cost of works was disputed by one of the leaseholders who consequently withheld his contribution. The landlord's application to the FTT for a determination that the payment was due was dismissed on the grounds that no invoice for the work had been produced in evidence to the Tribunal. On appeal to the UT it was held *(Union Pension Trustees v Bliss & Slavin 2015 UKUT 103)* that, although the FTT could have reached a decision based on other information available to it, nonetheless the matter should be remitted for a rehearing and consideration of the leaseholder's argument that the cost in question was unreasonably incurred due to the inadequacy of the works. The landlord also lost its appeal on the other matter in issue, namely, whether it could include legal costs in the service charge. The UT held there was nothing to infer that they would fall within the provision in the lease for general costs in managing the building.

Like the case of *Rossman* (see above), the dispute in *Cain v Islington LBC (2015 UKUT 117)* was in respect of apportionment of the service charge contributions but arising, in this case, because the original calculation had been based on domestic rates, now abolished. However, in the end, the matter was not resolved because the UT held that the FTT had no jurisdiction to consider the point, the original referral from the County Court had been to adjudicate on the amount due to cover the cost of a door entry system. The question of apportionment, although the parties agreed needed to be settled and sought the FTT's ruling, was not, the UT held, a matter before the FTT, it not having been included in the referral from the County Court. The case was now closed, the cost of the entry system having been determined.

POOR MANAGEMENT TACKLED

Islington Council in North London is introducing a licensing scheme to improve the management and condition of shared homes and buildings including certain converted blocks.

Licensing is being introduced from September 2015 in response to evidence of poor management standards in shared homes and converted buildings in Caledonian and Holloway Roads. It also follows a public consultation exercise which confirmed that leaseholders and private tenants were experiencing poor management in communal buildings. The scheme will last for five years.

Licensing will apply to converted buildings containing flats that do not meet modern building standards (1991 or later) where less than two thirds of the flats are owner occupied (freehold or 21+ year leaseholders). In these blocks the freeholder or freehold manager will be required to apply for a licence which costs £650.

The licensing scheme is designed to address poor management of shared accommodation and, based on the evidence collected and the feedback of local residents, the council is anticipating that it will prove beneficial.

(Further information is available at: www.islington.gov.uk/hmoscheme)

ASK THE FPRA

Members of the committee and honorary consultants respond to problems and queries sent in by members

Redress – or not?

Q **Some two years ago we collectively enfranchised our eight apartments and now self-manage. Each apartment owner is a member of the company that now owns the freehold and each apartment owner is also a member of our residents' association. The freehold company appointed the residents' association to self-manage.**
I see from the FPRA summer 2015 magazine that managing agents – in our case this would be the residents' association – are obliged to register with one of the redress schemes.
Does this apply to self-managed groups like ours?

A FPRA replies:
The whole situation is a mess. The Government got itself in a pickle over this as it tacked on leaseholder to legislation that they had pre-planned to protect the rental market. From some prospective it is all the same, although those of us who deal with leasehold we know differently!
The first thing is that self-managed blocks do not have to register and, as we understand it, there is no plan to force them to register. Indeed, FPRA in its discussions with Government has repeatedly pointed out the difference between a block managed on a voluntary basis by its own residents/leaseholders, and blocks that are managed by a third party managing agent or freeholder (whether qualified or not).
FPRA actually considered, when the legislation was proposed, whether it would be necessary and/or desirable for FPRA to become a registered Redress Scheme Provider and indeed operate a scheme in conjunction with the Property Ombudsman. This was covered in previous newsletters. However, the committee and the membership who responded felt that it was unnecessary and therefore, not worth pursuing.
This does not preclude the fact that the Government may at some future time introduce legislation that may change the whole picture, particularly as we and others have been campaigning for protection for leaseholders' money to be improved, with the regulation of managing agents and third party freeholders. Some of the big freeholders and trade bodies have indicated to Government that they feel if they need to be regulated, then so should owner-run blocks, ignoring the fact that they get paid to do the job and that the vast majority of situations where leaseholders' money has been compromised has involved those same paid-for groups, and not the volunteers that run their own blocks.
As soon as the situation becomes clear you can be assured the FPRA newsletter will feature it.

Mouse infestation irritation

Q **We are a privately owned block of 17 flats, (each of us) shareholders, and manage our own business by means of a limited Company. I am the Company Secretary and I am writing to FPRA on a matter that is causing us considerable concern, and from some shareholders anger!**
We have recently had a mouse infestation problem, which is currently being dealt with by a professional company. This is not the first time that mice have been reported being seen, but on those occasions at various times going back maybe 10 years, these were isolated cases and dealt with by those who reported them.
One of the shareholders has obsessive compulsive disorder, hoards, is open about her condition, and has even held a position of director in the past. We have never known the full extent of her condition. She works, and to anyone unacquainted with her, as some residents and renters are, they would be none the wiser to her condition.
The infestation has changed everything! It was necessary to gain access to everybody's flat. Only three flats out of 17 didn't report mice. One being hers. On gaining entry, all 17 flats had mice. Her flat was found to have newspapers stashed everywhere, making it difficult to get into any room, including the bathroom and kitchen, where weevil were found feeding in an old cereal box. Also, disturbingly, there were recycling bags full of recycling from weeks and months ago. The mice had broken the polythene bags and were feeding on the food residues. The flat was uninhabitable, and we were informed by her that she was not living there, and was renting somewhere else. This obviously enraged some of the residents.
The reports from the pest control concluded the source of the outbreak came from her flat: newspapers nesting material, recycling a food source, her not living there, the mice were not disturbed. We now have two problems attached to this flat. Unless the flat is completely cleared of everything, as recommended by the pest control company, the mice will be back. The treatment has cost us £2,000. Worryingly, the flat is a fire hazard, the wiring is old, it is full of papers, and mice chew cables.
What can you suggest, how we can deal with all of this?

A FPRA Chairman Bob Smytherman replies:
In your application you state that the flats are freehold. Are you sure the flats are not leasehold and each own a share of the freehold? If each flat is freehold this will be very difficult for you. However, I suspect that the limited company is the management company with each flat owning a share in the company and the freehold but with each flat having its own lease from the landlord.
On the issue itself I would recommend contacting your local authority who may still have a pest control department within Environmental Health. This will certainly be cheaper than a private contractor and will be able to advise and/or take legal action against the owner of the offending flat.

With regards the nature of the wiring, unless there is a proven impact on the other flats in the block then there is little you can do to force the flat owner to carry out necessary upgrades as this will be a matter for them and not the management company.
If you believe that fire safety is being compromised for the whole block as a result of this flat then I would urge you to contact your local Fire Service who are the enforcing authority for fire regulations for the common parts but not the flats but they could provide advice to the flat owner if necessary.
The flats owner's health condition is something you will need to take account of and not place undue pressure on them.
I would strongly suggest checking if this flat is indeed leasehold rather than freehold as if this is the case then I am sure there is breaches of that lease here for the management company to enforce but without sight of this lease it will be difficult for us to advise further of the legal options open to you.

Persistent late payers

Q **Our problem is with a persistent late payer of service charges who only pays up once solicitors get involved, after several letters and overdue notices. These notices always include a summary of rights.**
Is there any way that we could recoup these costs from the individual concerned without having to take the forfeiture route?

A FPRA Legal Expert Nick Roberts replies:
I am afraid that the underlying problem here is that your lease is now rather out of date, and simply does not contain the provisions which give some incentive to leaseholders to pay promptly. A modern lease would certainly provide for interest – at say 4% or 5% over base rate – to be paid if payment is not made within, say, 14 days. It would probably also require the leaseholder to pay solicitors' charges incurred in connection with enforcement, whether or not it was necessary for legal proceedings to be brought. If you should consider updating your leases, perhaps by an application to the First-Tier Tribunal under S.37 of the Landlord and Tenant Act 1987, then you should consider including provisions such as these.
I am sorry that this may seem pessimistic but such are the problems posed by old leases. I can only advise on the law as I see it.

Q **One of our residents has not paid their service charge for over two years. I have written many times and have been given assurances that it will be sorted out soon. However, it never gets sorted out and at a recent residents' meeting the Directors agreed that we should take some form of legal action. I am not sure of the best way of going about this, whether I should go to our solicitor or go through the small claims court and if that is possible what is the likely cost. Please could you advise me on the best way to take this forward.**

A FPRA Hon Consultant Yashmin Mistry replies:
The best thing to do is probably instruct local solicitor to deal with the matter. From experience we usually find a solicitor's letter spurs leaseholder into action. A solicitor will also need to check the service charge has been correctly demanded and in line with the lease terms. It is important this is done before proceedings are issued to avoid unnecessary costs etc.
In addition, if the leaseholder has a lender, it may be possible for the solicitor to approach the lender with a view to obtaining settlement of the payment without the need to issue proceedings. Some lenders do this – others will however need a judgment.

Lost stock

Q **Last year one of the freehold properties was sold to a new owner. It has taken a year to receive a letter of undertaking from the previous owner's solicitors to state if the lost share certificate is found they will return it to us. We have requested a stock transfer form to issue a new share certificate. Two months have passed and we not received the stock transfer. Is this necessary for us to receive a stock transfer form? If a stock transfer form is required can we issue it? If we can issue this form what do we need?**

A FPRA Hon Consultant Yashmin Mistry replies:
A stock transfer form is the standard document required for the transfer of shares in the UK. It contains details of both the seller and buyer of the shares, the type and number of shares being transferred and the consideration paid by the buyer.
We would suggest you chase up the solicitors for the stock transfer form. Without it the new share cannot be issued to the incoming tenant.

Insurance overpayment

Q **Our residents' association is managed for the freeholder by managing agents. After lengthy correspondence they have agreed that the premium paid to insurers for the residents' association is excessively high and have agreed to reduce it, still using the same company, to match a competitive quotation we supplied to them. They have, without being asked to, sent us a refund for the last three months, to compensate for the overpayment of this period, prior to the renewal at the end of August. However, it would seem to us that there has been a lengthy period of this overpaying, and wonder how far**

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back we can now go to ask for retrospective refunding.

A Insurance Expert Robert Levene replies:

It is most unusual for any insurance company to change a premium mid-year. The norm is for the insurance to be arranged for 12 months and if there's competition for the renewal premium to be adjusted, certainly, if a premium is to be adjusted, I would expect it to be for the whole year's premium and not part of the year's premium and I would suggest you seek a refund for the whole of the last insurance year. It is doubtful you could go back to before August 2014, unless you can show that they were reckless or negligent in their handling.

Subject to your claims experience, the normal period between getting competitive quotations at your sort of level of premium is every three years, as many insurers would lose interest in providing competitive quotations if they were asked every year.

There are many good and valid reasons not to always go with the cheapest quotation. These can be for numerous reasons, including claims experience, policy wordings, reputation and service of the insurer, excess levels and many other factors. Certainly, it is worth keeping a close watch on any of your service charge deals, including insurance, to make sure that they are competitive.

What I've said above is if you like, the standard position and what I'm about to say may be inappropriate or unjustified or may in fact give a clue as to what is really going on.

Have you asked what commissions charges or other fees are being paid to the managing agents or indeed, any other party? It is not unusual for there to be a big difference between the true premium being charged by an insurance company and the actual charge made to leaseholders. Certainly in the past, many brokers, combined with managing agents, often doubling the true premium and making various extra charges, some of which were very well hidden within the arrangements between those parties and the insurer. I do not know if that is the case in your particular circumstances, but I do wonder if the mid-year refund is possible because there is such a differential between the true "risk premium" and the actual premium you are being charged.

If the managing agents are members of one of the trade bodies, such as ARMA, or RICS, they should be declaring to you annually, any extras they earn as this is part of the above organisations' Code of Practice. If they are not members, then it is more difficult, but most reputable agents and freeholders are open about any earnings they have, other than direct fees. Other agents and freeholders go to great lengths to avoid letting leaseholders about the rip-offs that happen.

That is not to say that no commissions are appropriate, as some agents and freeholders do considerable work to do with the insurance, but of course, if they are receiving payment for that via commissions etc, then that should be reflected in the management fees.

FPRA has for many years been campaigning for complete honesty and clarity in this area and FPRA believes it is immoral and fundamentally wrong that any payments for any service, should be made.

FPRA says that all charges to leaseholders, whether it is for repairs, insurance, electricity, entry phone systems or anything else, should reflect the true cost of that service and if a manager or freeholder requires payment, this should be completely transparent and charged separately.

Of course, none of these thoughts maybe appropriate to your situation or indeed to your managing agents, but they may be worth you bearing in mind in your dealings.

Asbestos

Q **I have filled in a questionnaire for the sale of a property and they have asked for an asbestos report. We have never had an asbestos report and the previous secretary informs me that there is no asbestos in the building. But is it a legal requirement?**

A FPRA Chairman Bob Smytherman replies:

The simple answer is yes, the management company does require an asbestos survey to the common parts of the block by legislation. In reality this need not be onerous, but given the age of your block I would be surprised if there is not traces of "low risk" asbestos, perhaps within floor coverings, ceilings or fire doors. If this is the case it is unlikely that full removal of the asbestos is required and a simple "do not remove/disturb" label on the area affected will be required.

I would be interested to know how the previous secretary knew that there was no asbestos present without a survey? If this information was as a result of a specialist survey then this could be used as evidence of that fact. If you have no such evidence to determine the presence or otherwise of asbestos I would strongly recommend you contact a specialist company to commission a survey as a priority.

Running Machine Torment

Q **We live in a Victorian building converted into flats in the 1970s. This means the flats aren't as soundproof as they could be. They are still quite quiet in the normal scheme of things and no one plays loud music or anything like that. But our upstairs neighbour has acquired a running machine and uses it for about 10 minutes each day. During this time the pounding vibration can be heard throughout our flat and loose objects directly beneath it visibly shake.**

I've not raised it with him, because in the normal scheme of things he's not doing anything antisocial – if we lived in a purpose built block we probably wouldn't even notice. He does it early in the evening so it doesn't keep us awake. But we wonder (a) if we have the right to ask him to stop and (b) in the event of damage being caused by the vibration, what is the legal situation? The lease has provisions against music being heard outside the flats but I'm not sure if an exercise machine comes under this. Can you advise?

A FPRA Legal Expert Nick Roberts replies:

I do not think the vibration from the running machine would

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fall within the terms of clause 3 of the First Schedule to your lease. It is, however, important to realise that, whether or not such a clause is included in a lease does not in any way affect the common law that applies between any neighbours (whether next door, upstairs , downstairs, or merely in the vicinity), including the general law of nuisance. Vibration is certainly capable of amounting to a nuisance in law (in the same way as noise, fumes, etc). For that reason it may well fall within clause 1 of the First Schedule ('nor for any purpose from which a nuisance can arise...etc."). But vibration, as a nuisance, can be actionable, regardless of whether it falls within the scope of the lease.

I say that the vibration from a running machine may amount to a nuisance: from what you say, it does not sound to me as if it is, in law, a nuisance at the moment. The mere fact that something which goes on in one property can be heard, smelt, or felt in another, does not mean that it is ipso facto a nuisance. The law of nuisance is based on the reasonable use of property, and we are expected to put up with our neighbours using their property in a way which may prefer that they did not. 10 minutes per day in the early evening does not sound unreasonable to me. But if it was early in the morning, or late at night, or he was using his running machine to train indoors to run marathons, it might well be considered a nuisance.

If the flats are not well insulated as regards sound and vibration (and conversions seldom are) then you might ask him if it would be possible to put the machine on some form of thick rubber mat.

You might also warn your neighbour that the vibration is quite perceptible and may be causing damage. As I say, nuisance is actionable in law: it is a tort, a civil wrong, and if physical damage is incurred to other property, the person responsible will be liable for monetary damages. I suspect that this would be the case even if the vibration had not been such as – because of the 'give and take' principle – would have been actionable if there was no physical damage.

(You may wonder why leases bother to include clauses such as Clause 3 in the First Schedule if nuisance is actionable anyway. I would say that this is generally done for two reasons: (1) the clause, in effect, deems it to be actionable if any musical instrument, etc., is audible outside the flat between 11 p.m. and 9 a.m.; and (2) an activity which is a breach of Clause 1 or Clause 3 is also then a breach of covenant, so it may potentially result in the lease being forfeited, though forfeiture is circumscribed by numerous legal hurdles which means that it can successfully be invoked only in fairly extreme cases).

Fire risk

Q **Is it a legal requirement that a block of flats should have a fire risk assessment certificate?**

A FPRA Chairman Bob Smytherman replies:

The short answer is no. Fire Safety Certificates were abolished some years ago when the Regulatory Reform (Fire Safety) Order was introduced in 2007 which requires blocks of flats to carry out a Fire Safety Risk Assessment for the common parts, not the flats themselves.

There is an extensive guide on our website which the FPRA contributed to and will assist you to carry out your responsibilities under the order. This need not be onerous but should not be ignored.

Water Risk

Q **We are a block of seven self-managed flats each with share of the freehold. The building has a tanks-fed water system installed when built in 1981. Due to this fact we have recently had a Risk Assessment and Water Hygiene Survey.**

This has now involved two contractors, one of which carried out the survey, which between them have quoted many thousands of pounds to upgrade the supply to "mandatory" standards required by legislation ACoP L8 (revision4) and HSG274.

As we feel both contractors have a financial interest and gain in the project, do you know where we could obtain impartial advice on this matter?

A Bob Smytherman:

My view as the FPRA specialist and someone who manages a self-managed block myself would be take seriously the

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Welcome

FPRA is delighted to welcome three new members of our team: new committee member Shaun O'Sullivan, and new Hon Consultants Claire Allen and Lubna Islam. This new blood is of the highest calibre and will ensure FPRA continues to offer the best quality advice to our members.

▶ CLAIRE ALLEN

New Hon Consultant Claire Allen is a partner at solicitors Child & Child. Her first degree was in Accountancy and Law before training to become a solicitor. Her expertise is in leasehold reform, collective enfranchisement, lease extensions, house enfranchisement, right to manage and right of first refusal.

LUBNA ISLAM ▶

New FPRA Hon Consultant Lubna Islam is a solicitor whose expertise is in leasehold reform matters.
Lubna specialises in acting for both tenants and landlords in connection with lease extension and collective enfranchisement claims under the Leasehold Reform, Housing and Urban Development Act 1993 (as amended). She acts on both contentious and non-contentious matters and also handles high value residential acquisitions and disposals and acts for banks in connection with secured lending transactions.
Lubna, who also works at Child & Child, is a member of Women in Law and the City of Westminster & Holborn Law Society. She won *Young Professional of the Year* at the annual Enfranchisement and Right to Manage Awards 2013.

▶ SHAUN O'SULLIVAN

Shaun says: "I have been a director and chairman of the right to manage company of the block in which I live – a '60s block, comprising of 24 flats – for nearly 30 years.
"We were set up when the block was built in 1967 and have run the block without any outside help. The RMC was – in addition to its management role – the Intermediate Landlord and persuaded a number of lessees to extend their leases (originally 99 years) in 2000.
"Subsequently I managed to persuade all to participate in acquisition of the freehold and we acquired the freehold interest in 2007, albeit we still have one flat still with the original lease.
Although I would not consider myself an expert in collective enfranchisement, I have, over the years, dealt with the usual range of issues which confront a RMC.
"I have been retired for 12 years, but spent 40 years as a Civil Servant in the Ministry of Defence."

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findings of the Risk Assessment survey. You are quite right to seek further quotations other than that of the company that completed the survey. I would suggest seeking a third quote from a suitable contractor. Your local authority should be able to provide some impartial advice and a legal view as to whether or not you are meeting mandatory standards and what is required to do so. This information should then be presented to at least three companies to quote for any required works to meet those standards, as necessary.
I would also recommend contacting Southern Water as your water supplier as they may do these works for you or to provide a further impartial view as to what you need to do to meet the mandatory standard.

The letters above are edited.
The FPRA only advises member associations – we cannot and do not act for them. Opinions and statements offered orally and in writing are given free of charge and in good faith, and as such are offered without legal responsibility on the part of either the maker or of FPRA Ltd.

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