

IN THE FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
B E T W E E N:

THE MAYOR AND BURGESSES OF  
LONDON BOROUGH OF LAMBETH

Applicant

- And –

VARIOUS LEASEHOLDERS OF  
STAMFORD STREET

Respondents

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APPLICANT'S SUBMISSIONS

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INTRODUCTION

1. This is an application for unconditional retrospective dispensation of part of the consultation requirements prescribed under section 20 of the Landlord and Tenant Act 1985 (**"the 1985 Act"**) pursuant to section 20ZA of the 1985 Act.
2. The Applicant (**"the Council"**) submits that it would be reasonable to dispense with the said consultation requirements because the Respondents have not suffered any relevant prejudice, by result of the Council's failure to comply with the said requirements, and/or will not suffer any relevant prejudice if an unconditional dispensation is granted.
3. It is the Council's position that the Respondent would not be: (i) contributing towards inappropriate works; or (ii) contributing more than would be appropriate – see paragraph [44] in the judgment of *Daejan Investments Limited v Benson and others* [2013] UKSC 14.

## **BACKGROUND FACTS**

4. The Council is the freeholder of various properties on Stamford Street. There are 49 mixed-tenure conversion flats of which 27 are Leasehold. The Respondents have been invoiced for a proportion of the rechargeable block cost, recoverable as service charge under their respective leases.
5. The Council is seeking retrospective dispensation from Schedule 3 of The Service Charges (Consultation Requirements) (England) 2003 regulations (“**the 2003 Regulations**”) only.
6. The Council initially adhered to the consultation process by issuing the Section 20 notice on 9<sup>th</sup> of August 2017. Please see attached sample notice at **HK1**. The notice provided the Respondents with 30 days to submit their observations regarding the proposed works outlined below:

### *“a) Description of works*

*In outline the elements of this work are as follows:*

*The council have carried out a detailed survey and inspection of the building and identified a number of components that require repairs or replacement, full details are contained in the survey. Works planned include minor slate repairs, repairs to flashing some brick and pointing repairs, general fabric repairs affecting the structure, timber window repairs to ensure they operate correctly and free from defects, cyclical decorations to all previously painted surfaces and repairs and decorations to common parts, minor repairs and decorations to external doors*

### *(b) Reasons for carrying out works*

*We consider it necessary to carry out the work because:*

*As part of the councils LHS investment programme the council have identified various works required to bring its housing stock up to minimum standard, to ensure the building is free from damp and water penetration, is in reasonable standard of repair and of reasonable thermal comfort, that roof finishes structures lintels brickwork walls chimneys are in good order, and to reduce the short medium and long maintenance costs associated with repairs.”*

7. An estimated invoice was subsequently issued on the 24<sup>th</sup> of October 2017. This invoice estimated the total block cost at £49,844.26. Please see attached sample invoice at **HK2**.
8. The Final Account invoice followed on the 16<sup>th</sup> of July 2024. This invoice confirmed that the actual total block cost was £147,006.40. Please see attached sample invoice **HK3**.

### **PRIMARY LEGISLATION: THE 1985 ACT**

9. The consultation requirements referred to above are to be found in both primary and secondary legislation; namely, s.20 and 20ZA of the 1985 Act, and the Regulations.
10. Section 20(1) limits a lessee's relevant contributions to an amount of £250 in relation to either qualifying works or works falling under a qualifying long term agreement in the event the consultation requirements have not been complied with. S.20(1)(b) provides an exception to this sanction in the event the lessor has obtained dispensation by the Appropriate Tribunal in relation to the consultation requirements.
11. The '**relevant contribution**', in relation to a tenant and any works agreement, "*is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement*": s.20(2) 1985 Act.
12. '**Relevant Costs**' are 'the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable': s18(2), 1985 Act.
13. '**Qualifying works**' are "*works on a building or any other premises*": s.20ZA(2) 1985 Act. More particularly, qualifying works are identified as severable (or ring-fenced) batches or sets of work (whether they straddle two or more service charge years): *Francis v Phillips* [2014] EWCA Civ 1395.
14. '**Qualifying long term agreement**' (QLTA) means "*an agreement entered into by, or on behalf of the landlord or a superior landlord, for a term of more than twelve months*": s.20ZA(2), 1985 Act.

### **SECONDARY LEGISLATION: THE REGULATIONS**

15. Schedules 1-4 of the Regulations provide the requirements for consultation, and the relevant Schedule for the purposes of these major works is Schedule 3, for reason that the qualifying works were carried out pursuant to the terms of a QLTA that had previously been the subject of consultation.
16. Schedule 3, when compared with Schedules 1, 2 and 4, is a much more limited consultation, and so the Tribunal ought to first take this into account when asked to determine compliance with the consultation requirements, and whether to grant dispensation.
17. The Council avers that the Section 20 notice dated 9th of August 2017 has complied with the relevant the parts of the relevant requirements.

#### **COST INCREASE BETWEEN ESTIMATE AND ACTUAL**

18. It is the Council's position that the significant increase in costs as reflected by the Final Account Invoice, in and of itself, does not have a bearing on the compliance with the consultation requirements. However, should the Tribunal disagree with the Council's position, it would respectfully request that the Tribunal dispense with the statutory consultation requirements within its determination.
19. At Table 1 below, the Council provides a comparison between the estimated costs (as stipulated within the estimated service charge demand dated 24.10.17) with the actual costs (as stipulated within the Final Account Invoice dated 16.07.24).
20. Apart from the costs originally estimated for works relating to balcony works, boundary walls and fences, communal doors, estate works, external redecoration, rainwater goods, and roof works, all other costs have increased (some significantly).
21. No costs were incurred for balcony works, boundary walls and fences, estate works, and rainwater goods.

**Table 1**

	ORIGINAL ESTIMATE DATED 13.10.17	FINAL ACCOUNT INVOICE DATED 16.07.24
Work Elements	1.Estimated Block Cost	3.Actual Block Cost
Asbestos Removal		£151.20
Balcony works	£668.88	£0.00
Boundary Walls and Fences	£1,000.00	£0.00
Communal Doors	£2,956.30	£1,577.76
Communal Area Repairs and Decorations	£8,414.00	£25,112.76
Concrete Repairs		£18,439.69
Consultant's Fees	£2,009.08	£5,925.40
Estate works	£500.00	£0.00
External Redecoration	£11,165.64	£4,950.87
External Walls	£1,269.42	£8,947.21
Fire Safety works	£1,500.00	£16,992.41
Overheads and Profits	£2,919.52	£8,298.88
Preliminaries	£6,185.25	£18,285.16
Rain Water goods	£257.16	£0.00
Roof works	£4,534.85	£1,543.00
Scaffolding	£4,039.04	£9,628.27
Surveys		£993.49
Windows	£2,425.12	£26,160.30
<b>Total</b>	<b>£49,844.26</b>	<b>£147,006.40</b>

22. In respect of those costs within the Final Invoice Account that were lower than the original estimate, this has reduced the overall block cost estimate by £10,585.16.

23. However, those costs which appear in the Final Account Invoice to be higher than they were in the original estimate have increased the overall estimated block cost by £110,173.30.

24. Below is a breakdown of the increased costs:

a. Communal Area Repairs and Decorations

Estimated block cost - £8414

Actual block cost - £25,112.76

b. Consultant's fees

Estimated block cost - £2,009.08

Actual block cost - £,5925.40

c. External walls

Estimated block cost - £1,269.42

Actual block cost - £8,947.21

d. Fire Safety works

Estimated block cost - £1,500

Actual block cost - £16,992.41

e. Overheads and Profits

Estimated block cost - £2,919.52

Actual block cost - £8,298.88

f. Preliminaries

Estimated block cost - £6,185.25

Actual block cost - £18,285.16

g. Scaffolding

Estimated block cost - £4,039.04

Actual block cost - £9,628.27

h. Windows

Estimated block cost - £2,425.12

Actual block cost - £26,160.30

25. Just because there has been a significant increase from the original estimated costs does not in and of itself deem there to have been non-compliance with the consultation requirements, no matter how great the disparity. The Council avers that one thing does not necessarily relate to the other – if consultation has been properly followed, then the fact that the original

estimated costs are significantly lower than the final costs at the project's conclusion has no bearing on the consultation.

26. As for whether the costs featured within the Final Account Invoice are recoverable in size is another question entirely and should not be considered under a s.20ZA application. A decision on this matter does not affect the Tribunal's jurisdiction upon an application to make a determination under s.27A of the Act in respect of the reasonableness of cost, scope and quality, should this be disputed by any leaseholder.

27. The Council maintains that, although the costs increased from the initial estimate to the final amount, they were both competitive and fair. The additional costs arose due to unforeseen circumstances or legitimate changes to the scope of the project.

**ADDITIONAL COSTS THAT WERE NOT CONSULTED ON FOR WHICH DISPENSATION IS REQUIRED**

28. However, the additional costs that were not consulted on do require the Council to seek dispensation from the relevant requirements. The additional costs are broken down as follows:

- a) Asbestos Removal Actual block cost - £151.20
- b) Concrete Repairs Actual block cost - £18,439.69
- c) Surveys Actual block cost - £993.49

29. The Council cannot see how either asbestos removal or surveys would cause any particular issue, notwithstanding they did not feature within the original estimate, because their costs are relatively nominal and arguably consequential to such major works. In addition, asbestos removal is something which is often required once asbestos is discovered in the course of works. The same can be said for surveys, as this is also often required during a major works project, particularly one that involves works to numerous buildings over a protracted period.

30. The Council recognises that Concrete Repairs ought to have been consulted on. Despite the failure to consult on this item of work, the works were required and has led to a significant, unexpected overall contract cost of £18,439.69.

31. The Council acknowledges that the omission of Concrete Repairs from the original consultation constitutes a breach of the consultation requirements. On this basis, the Council has submitted this application for dispensation. If granted, this allows recovery of costs that would otherwise be capped.

### **NO RELEVANT PREJUDICE**

32. Under section 20ZA(1) of the Act, the Tribunal may dispense with the statutory consultation requirements if satisfied that it is reasonable to do so. The Supreme Court provided further guidance in *Daejan Investments Ltd v Benson* [2013] UKSC 14; [2013] 1 WLR 854:

33. Sections 19 to 20ZA of the Act are directed to ensuring that lessees of flats are not required to pay for unnecessary services or services which are provided to a defective standard or to pay more than they should for services which are necessary and provided to an acceptable standard [42].

34. On that basis, the Tribunal should focus on the extent to which lessees were prejudiced by any failure of the landlord to comply with the consultation requirements [44]. Where the extent, quality and cost of the works were unaffected by the landlord's failure to comply with the consultation requirements, an unconditional dispensation should normally be granted [45].

35. Dispensation should not be refused just because a landlord has breached the consultation requirements. Adherence to the requirements is a means to an end, not an end in itself and the dispensing jurisdiction is not a punitive or exemplary exercise. The requirements leave untouched the fact that it is the landlord who decides what works need to be done, when they are to be done, who they are to be done by and what amount is to be paid for them [46].

36. The financial consequences to a landlord of not granting dispensation and the nature of the landlord are not relevant. [51]

37. Sections 20 and 20ZA were not included for the purpose of transparency or accountability. [52]

38. Whether or not to grant dispensation is not a binary choice as dispensation may be granted on terms. [54, 58, 59]



39. The only prejudice of which a lessee may legitimately complain is that which they would not have suffered if the requirements had been fully complied with but which they would suffer if unconditional dispensation were granted. [65]
40. Although the legal burden of establishing that dispensation should be granted is on the landlord, there is a factual burden on the lessees to show that prejudice has been incurred. [67]
41. The lessees' complaint will normally be that they have not had the opportunity to make representations about the works proposed by the landlord, in which case the lessees should identify what they would have said if they had had the opportunity. [69]
42. The Council reminds the Tribunal that the right to be consulted is not a free standing right, and the statutory consultation requirements are a means to an end, not an end in themselves (per paragraphs [78] and [46] in *Daejan Investments*).
43. It is submitted that, in the circumstances, it would be reasonable to dispense with any/all of the consultation requirements under section 20ZA of the 1985 Act, as neither the Council's inability to comply with the said requirements nor an unconditional dispensation caused and/or will cause the Respondents any relevant prejudice.

## **CONCLUSION**

44. Given that the purpose of the consultation requirements is to ensure that the tenants are protected from (1) paying for inappropriate works or (2) paying more than would be appropriate, the issue on which the Tribunal should focus when entertaining an application under s.20ZA must be the extent, if any, to which the tenants were prejudiced in either respect by the failure of Lambeth to comply with the consultation requirements.
45. Thus, the main, or indeed sole, question for the Tribunal when considering how to exercise its jurisdiction under s.20ZA(1) is the real prejudice to the tenants flowing from the landlord's breach of the consultation requirements.

46. One can conclude that in all the circumstances, the failure to have consulted in respect of the additional works has not given rise to any relevant prejudice suffered by the tenants. The burden is on the tenants to prove relevant prejudice, as stated by Lord Neuberger at para 67 of the Judgment. Therefore, unless prejudice can be demonstrated, the Tribunal should find for the Council and grant dispensation.
47. The Council has a fiduciary duty to both its periodic tenants and long lessees to recover sums due to it. These sums are, inter alia, applied to important public services provided by the Council. That is why the Council is making this present application.
48. Accordingly, the Council respectfully requests that the Tribunal grant this application pursuant to section 20ZA of the 1985 Act.

**STATEMENT OF TRUTH**

The Applicant believes that the facts stated in these submissions are true.

I am duly authorised by the Applicant to sign this statement.

Full name: Harsha Kara

Signed: *HKara*

Position or office held: Litigation Officer employed by Lambeth Council

Dated: 03/12/2024

**Applicant**

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HK 1

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**This is not an invoice or request for payment**



FAO: THE CURRENT LEASEHOLDER  
STAMFORD STREET  
London  
SE1 9NB

Our Ref:

9 August 2017

Your Ref: 915609\_1

Dear / THE CURRENT LEASEHOLDER

**Notice of Intention to carry out works under a long-term agreement**

**Section 20 of the Landlord & Tenant Act 1985 (as amended by section 151 of the Commonhold & Leasehold Reform Act 2002) and Schedule 3 (Regulation 7(1) & (2) of the Service Charges (Consultation Requirements) Regulations 2003**

**Description of works:** The council have carried out a detailed survey and inspection of the building and identified a number of components that require repairs or replacement, full details are contained in the survey. Works planned include minor slate repairs, repairs to flashing some brick and pointing repairs, general fabric repairs affecting the structure, timber window repairs to ensure they operate correctly and free from defects, cyclical decorations to all previously painted surfaces and repairs and decorations to common parts, minor repairs and decorations to external doors at, STAMFORD STREET 65 A-E

**Project Reference: 915609\_1**

I am writing to tell you that your landlord the London Borough of Lambeth, intends to carry out qualifying works under an existing Qualifying Long Term Agreement. We are required to consult you before we start work.

Schedule 3 of the Regulations says that this Notice must:

- a) Describe the works
- b) Say why the works are necessary
- c) Give you the estimated cost of the works
- d) Invite you to send us written observations on the proposed works and/or the total estimated expenditure during a 30 day consultation period

Schedule 3 also requires the London Borough of Lambeth to have regard to any observations you send us and to respond in writing within 21 days of receiving them.

Please note that this is **not an invoice**, it is a legal notice which estimates the costs we plan to incur for carrying out works. You should keep these documents in a safe place. If you sell your home they should be given to your solicitor.

#### **(a) Description of works**

In outline the elements of this work are as follows:

*The council have carried out a detailed survey and inspection of the building and identified a number of components that require repairs or replacement, full details are contained in the survey. Works planned include minor slate repairs, repairs to flashing some brick and pointing repairs, general fabric repairs affecting the structure, timber window repairs to ensure they operate correctly and free from defects, cyclical decorations to all previously painted surfaces and repairs and decorations to common parts, minor repairs and decorations to external doors*

#### **(b) Reasons for carrying out works**

We consider it necessary to carry out the work because:

*As part of the council's LHS investment programme the council have identified various works required to bring its housing stock up to minimum standard, to ensure the building is free from damp and water penetration, is in reasonable standard of repair and of reasonable thermal comfort, that roof finishes structures lintels brickwork walls chimneys are in good order, and to reduce the short medium and long maintenance costs associated with repairs*

#### **(c) Statement of total estimated block expenditure**

We estimate that the cost will be:

<b>Contractor Name:</b>	<b>Block Estimate:</b>	<b>Block name:</b>
Breyer Group	£49,844.25	STAMFORD STREET 65 A-E

The amount we estimate you will have to pay is based on the total cost of work to your building or estate. A breakdown of what this means for you is shown in Appendix A.

I have enclosed copy of estimates submitted by Breyer Group who are our long term contractors at Appendix B.

#### **(d) How to make observations on these works**

You are invited to make written observations regarding this consultation notice **within 30 days**. This is the relevant period set out in the regulations and will end on 08 September 2017.

You can submit your observations via the following methods:

- Online via our E-Form: <https://housingmanagement.lambeth.gov.uk/written-obs---sec-20>.
- Email your Major Works Co-ordinator: [HMhomeownership@lambeth.gov.uk](mailto:HMhomeownership@lambeth.gov.uk).
- Post Observations to the below officer and address:

**Hina Pawar**  
Housing Services  
Lambeth Town Hall  
London  
SW2 1RW

If you have any questions regarding the above process you can also contact us via our live support chat facility: <https://lambeth.vocoll.com/support/log-call>

**We have also enclosed a copy of our Frequently Asked Questions.**

## **Review of description of proposed works**

The survey report and description of works and estimates will be available for inspection during normal working hours which are 9am to 5pm Monday to Friday (excluding Bank Holidays).

If you want to see the documents, please call me to make an appointment on my direct line below.

**Please note the Project Team will be managing this programme of work. The Project Manager is Garry Dickson.**

The progress of major works projects to estates/blocks will be published and can be viewed at <https://housingmanagement.lambeth.gov.uk/lhs>.

Where your property is affected by more than one programme of work you will receive a separate section 20 notice.

## **Payment Options**

As mentioned above this is not an invoice or request for payment, however we appreciate that you may like further information on the repayment options at this early stage. Strictly speaking, you must pay major works charges in accordance with the terms of the lease. However, we do recognise that major works bills can be substantial, and for that reason, we have a number of payment plans.

For ease of reference, please follow the attached link to review our payment options: <https://housingmanagement.lambeth.gov.uk/major-works-payment-options>. Upon request, we can also send you a hard copy of the payment options

Yours sincerely

**Hina Pawar**

Major Works Co-ordinator

Direct Line: 020 7926 6521

Email: [HMhomeownership@lambeth.gov.uk](mailto:HMhomeownership@lambeth.gov.uk).

## Appendix A

### Statement of Total Estimated Block Expenditure

**Scheme:** 915609\_1

**Date:** 9 August 2017

**PROPERTY ADDRESS:** [REDACTED] STAMFORD STREET, London, SE1 9NB

Proposed cost based on Breyers Group

The total amount of estimated scheme expenditure likely to be incurred in respect of the proposed qualifying works is:-

Estimated chargeable works cost	<b>£41,649.93</b>
Plus Preliminary	£6,185.25
Plus Contract Professional Fees	£2,009.08
Total estimated chargeable cost of the works	<b>£49,844.25</b>
Rateable proportion*	19.93%
Estimated proportion of the total cost of the work	£9,935.55
Management Fee	£993.55
<b>Your estimated contribution**</b>	<b>£10,929.10</b>

\*Rateable Proportion = Flat Rateable value divide by Block Rateable value multiplied by 100 = 179 / 898 x 100.

\*\*Total Block Cost (£49,844.25) / Block Rateable Value (898) \* Property Rateable Value (179)

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Respondents

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HK 2

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Our Reference: 2017/2018EST/660952026

Your reference: [REDACTED]

[REDACTED]  
or CURRENT HOMEOWNER  
[REDACTED] Stamford Street  
London  
SE1 9NB

Date: 24 October 2017

Dear [REDACTED],

**Property Address:** [REDACTED] Stamford Street, London, SE1 9NB

**Estimated major works service charges for scheme: 915609/1**

**INVOICE: 915426318 = £10,929.10**

Please find enclosed your estimated major works service charge invoice. I have enclosed the following documents:

- (1) An **invoice** and breakdown showing the estimated major works service charge for the major works scheme: 915609/1: North Area LHS Street Property – Internal & External 2017/2018
- (2) A standing order form.
- (3) A prompt payment discount agreement form.
- (4) A major works service charge payment options leaflet.
- (5) Tenants rights and obligations leaflet.

**Payment terms**

You will be expected to agree to a major works payment plan with your collections officer within six weeks from the date of your invoice.

**Why does the invoice state a different term of payment?**

Lambeth's lease states that service charges are to be paid by equal monthly payments in advance on the first day of each month. Therefore payments should be made on 1<sup>st</sup> by

standing order over twelve months in twelve equal instalments commencing April 2017 and ending in March 2018.

However, given the re-consultation homeowners may pay the invoice over twelve months commencing the 1 December 2017.

### **Methods of payment**

Please refer to the methods of payment listed on the reverse side of your invoice and / or the major works service charge payment options leaflet.

### **Actual major works service charges**

When works have completed and the defects liability period is complete we will issue the final account. We will provide you with a detailed breakdown of your actual costs. If we have overestimated the major works service charge, you will receive a credit on your service charge account, but if the actual major works service charges are more than those estimated, you will be sent an **invoice** for the excess charge.

### **Further information**

We are making every effort to help you with your major works service charge **invoice**. For more information, or if you want to discuss this letter, have any questions, or need help or advice on how to pay your service charges, please contact the service charge collections team using one of the following methods:

- Tel: 020 7926 7132
- Email: [hhomeownership@lambeth.gov.uk](mailto:hhomeownership@lambeth.gov.uk)
- Address: Homeownership Services, London Borough of Lambeth, Lambeth Town Hall, Brixton Hill, London, SW2 1RW

Yours sincerely,



**Paul Halpin**  
London Borough of Lambeth  
Lambeth Town Hall  
Brixton Hill London  
SW2 1RW

**Homeownership Services**  
London Borough of Lambeth  
Lambeth Town Hall  
Brixton Hill  
London SW2 1RW


**Telephone:** 020 7926 7132  
**Email:** [HHomeownership@lambeth.gov.uk](mailto:HHomeownership@lambeth.gov.uk)  
**Website:** [www.lambeth.gov.uk](http://www.lambeth.gov.uk)





# Lambeth

## MAJOR WORKS SERVICE CHARGE INVOICE

 Stamford Street  
London  
SE1 9NB

Enquiries in connection with this invoice should be referred to:

Homeownership Collections Team

Tel: 020 7926 7132

Email: [hhomeownership@lambeth.gov.uk](mailto:hhomeownership@lambeth.gov.uk)

**INVOICE NUMBER: 915426318**









V.A.T REGISTRATION NO: 235 884 435

Date: 13/10/2017

Estimated major works service charge for the financial year ending 31 March 2018	
Property reference number: - Property address: Stamford Street, London, SE1 9NB  Major Works Scheme: 915609/1  Description of works: North Area LHS Street Property- Internal & External 2017/2018  Terms of payment: 12 equal monthly instalments (April to March) on the first day of each month.	10,929.10
<b>TOTAL AMOUNT DUE£</b>	<b>10,929.10</b>

## CHOOSING THE BEST WAY TO PAY

Please quote your nine digit invoice number shown on your invoice or statement when making enquiries or making payment

 <p><b>BY PHONE WITH A DEBIT OR CREDIT CARD</b></p> <p>Using the 24-hour automated debit or credit card telephone payment line service on <b>020 8290 2086</b>, You will need your <b>nine-digit invoice number</b> which you can find on your service charge invoice.</p> <p><b>Paying by credit card will incur a charge of 1.65% per transaction. There is no charge to pay by debit card.</b></p>	 <p><b>ONLINE BY DEBIT OR CREDIT CARD</b></p> <p>Over the internet at  <a href="https://www.lambeth.gov.uk/housing-and-regeneration/lambeth-housing-homeowners/pay-your-service-charge">https://www.lambeth.gov.uk/housing-and-regeneration/lambeth-housing-homeowners/pay-your-service-charge</a> and click "Pay your service charge online".</p> <p><b>Paying by credit card will incur a charge of 1.65% per transaction. There is no charge to pay by debit card.</b></p>
 <p><b>IN PERSON AT THE CASHIERS</b></p> <p>Payments can be made in the cashiers' office at:</p> <p><b>Brixton Customer Centre</b>  18 Brixton Hill  London  SW2 1RL  Opening hours: Monday to Friday, 9am to 4:15pm.</p>	 <p><b>BY STANDING ORDER</b></p> <p>A bank standing order mandate can be requested on <b>020 7926 7132</b> or by visiting your local <b>area office</b>. You will need to complete it and send it to your bank.</p> <p><b>You are responsible for informing your bank of any changes needed when they are required.</b></p>
 <p><b>BY POST</b></p> <p>Cheques and postal orders must be made payable to Lambeth Council and crossed. Write your name, address and <b>nine-digit invoice number</b> on the back and post it to:</p> <p><b>London Borough of Lambeth</b>  Lambeth Town Hall  Brixton Hill  London  SW2 1RW</p>	 <p><b>DIRECT TO BANK ACCOUNT BACS PROCESSES</b></p> <p>To use this method, please quote the Council's sort code <b>57-64-69</b> and account number <b>00000000</b>, together with the <b>nine-digit invoice number</b>.</p>
 <p><b>SERVICE CHARGE LOANS</b></p> <p>Housing Regulations 1992 SI 1078. In the Landlord's opinion the service charge demanded in this notice may entitle the leaseholder to a loan. Please apply in writing to Homeownership Services, London Borough of Lambeth, Lambeth Town Hall, Brixton Hill, London, SW2 1RW</p>	 <p><b>USE OF DATA</b></p> <p>Information provided to the Council may be shared across departments and services within the Council, and with contractors employed by the council, for the purposes of recovering any sum owed by you to the Council, updating our records, preventing and detecting fraud, and for research and statistical analysis. The Council will not disclose confidential information except to the extent that the law requires or allows.</p>
<p style="text-align: center;">The Landlord and Tenant Act 1987 Section 47 &amp;  48 The name of your landlord is:  The Mayor &amp; Burgesses of the London Borough of Lambeth  The address at which notices may be served is: Lambeth Town Hall, Brixton Hill, London SW2 1RW</p>	

## Estimated major works service charges for the financial year 1 April 2017 to 31 March 2018

<b>ADDRESS:-</b> tamford Street, London, SE1 9NB		
<b>INVOICE NUMBER:</b> 915426318		
<b>SCHEME:</b> 915609/1 <b>DESCRIPTION OF WORKS:</b> North Area LHS Street Property- Internal & External 2017/2018		
<b>ACCOUNT NUMBER:-</b>	<b>PROPERTY REFERENCE NO:-</b>	
<b>ESTATE:</b>	<b>BLOCK:</b> Stamford Street 65 A-E	
<b>ESTATE RV:</b>	<b>BLOCK RV:</b> 898	
<b>DWELLING RV:</b> 179	<b>FINANCIAL YEAR:</b> 2017/2018	
<b>Works Elements</b>	<b>Block Cost (£)</b>	<b>Property Cost (£)</b>
Asbestos Removal		
Balcony works	668.88	133.33
Bin Chambers		
Boundary Walls and Fences	1,000.00	199.33
Building Floor works		
Communal Heating works		
Communal Doors	2,956.30	589.28
Communal Area Repairs and Decorations	8,414.00	1,677.18
Concrete Repairs		
Consultant's Fees	2,009.08	400.47
Contingency		
Damp works		
Door Entry Systems and Access		
Drainage works		
Electrical Installations		
Emergency Lighting		
Estate works	500.00	99.67
External Redecoration	11,165.64	2,225.67
External Walls	1,269.42	253.04
Fire Safety works	1,500.00	299.00
Hard Landscaping		

LHS Environmental works		
Lift works		
Lightning Protection		
Other Costs		
Overheads and Profits	2,919.52	581.95
Preliminaries	6,185.25	1,232.92
Provisional sums		
Rain Water goods	257.16	51.26
Refuse and Recycling Systems		
Roof works	4,534.85	903.94
Roof Safety works		
Scaffolding	4,039.04	805.11
Service		
Structural works		
Surveys		
TV Aerial works		
Ventilation works		
Water Pumps		
Water Supply works		
Windows	2,425.12	483.40
<b>SUB-TOTAL</b>	<b>49,844.26</b>	<b>9,935.55</b>
Management Charge		993.55
<b>TOTAL AMOUNT DUE £</b>		<b>10,929.10</b>
<p style="text-align: center;">The Landlord and Tenant Act 1987 Section 47 &amp; 48</p> <p>The name of your landlord is: The Mayor and Burgesses of the London Borough of Lambeth  The address at which notices may be served is: Lambeth Town Hall, Brixton Hill, London, SW2 1RW</p>		



# Lambeth

## **STANDING ORDER MANDATE INSTRUCTION FORM**

- Please complete using capitals in black ink, sign and submit this form direct to your bank/building society
- Please set up the instruction so that your payments reach us by the first of each month - the payment should leave your account on or around the 25<sup>th</sup> of the previous month

Name and address of your bank or building society:
Name(s) of account holders:
Your bank account number:
Your sort code:

### **Instructions to your bank/building society:**

Please pay:	<b>NatWest Bank</b> , Head Office, Collection Account
Account of:	London Borough of Lambeth, Homeownership Account
Branch Sort Code:	<b>57-64-69</b>
Account No:	00000000

Please make an initial payment of . I£ on the -----

and thereafter the sum of . I£ on the I-I day of each succeeding month, until further notice.

Please quote the following nine-digit service charge <b>invoice</b> number on all payments:	<b>915426318</b>
---	------------------

\_\_\_\_\_  
Your signature(s):

\_\_\_\_\_  
Date:

**PLEASE COMPLETE AND SIGN THIS FORM AND SUBMIT IT TO YOUR BANK OR BUILDING SOCIETY**

## Prompt payment discount agreement form

ADDRESS: <span style="background-color: black; color: black;">[REDACTED]</span> Stamford Street, London, SE1 9NB
INVOICE NUMBER: 915426318
FINANCIAL YEAR: 1 April 2017 to 31 March 2018
ACCOUNT NUMBER:-
PROPERTY REFERENCE NUMBER:-
SCHEME / DESCRIPTION OF WORKS: 915609/1 / North Area LHS Street Property - Internal & External 2017/2018

**Please note: If you are a resident leaseholder and the property is your main home this option offers you a 5% discount off the total cost of the major works service charge invoice. You must settle 95% of the invoiced sum by the end of the financial year in which you received your estimated major works service charge invoice.**

To take advantage of the prompt payment discount, 95% of the invoiced amount must be paid within six weeks of receiving the invoice or in twelve equal monthly instalments from April 2017 through to March 2018. This option is only available to resident leaseholders, where the property is their main home. Upon receipt of 95% of the invoiced sum we will apply the 5% discount to the account.

To formally enter into the prompt payment discount option, you will need to complete and return this agreement form to our address below. Until we have received a signed copy of the agreement, signed by all parties on the lease, we are unable to formally confirm that the Council has allowed you to enter into this option.

Homeownership Services  
London Borough of Lambeth  
Lambeth Town Hall  
Brixton Hill  
London  
SW21RW

Email: [hhomeownership@lambeth.gov.uk](mailto:hhomeownership@lambeth.gov.uk)

**This Agreement** is made the (OO-MM-YYYY)\_\_\_ / \_\_\_ / \_\_\_ (please complete)

### **Between**

1. .... (the Tenants\*\*)
2. London Borough of Lambeth (the Council)



**THE Tenants** hereby admit that at the date of this agreement the Council has agreed that the major works invoice **915426318**. in respect of **North Area LHS Street Property - Internal & External 2017/2018 for £10,929.10.**, will be discounted by **£546.45**, which reflects 5% off the total cost of the major works service charge invoice. This discount will be applied upon receipt of **£10,382.65**, which represents 95% of the total invoiced sum.

**This agreement** relates to the property known as- **Stamford Street, London, SE1 9NB** **AND** confirms that this agreement may be used by the landlord as evidence that Section 81(1) of the Housing Act 1996 has been satisfied.

**The Tenants** hereby accept and agree that the Council intend this agreement to treat the above major works service charge invoice as one single sum.

**The Tenants** hereby accept and agree that the Council intend this agreement to replace the provisions within the lease which outline how and when the service charges (major works) are due for payment.

**The Tenants** hereby accept that this agreement is intended to operate as a parallel payment agreement **outside** the terms of the lease.

**The Tenants** hereby accept that this agreement **DOES NOT** apply to any day to day annual service charge demand or any subsequent charges, or other major works invoice (including the final account for this invoice) other than the invoice specified above.

**The Tenants** agree to repay the entire balance outstanding upon assignment of the Lease.

**IF** the Tenants do not duly perform all the provisions of this agreement the Landlord shall terminate the prompt payment discount agreement immediately and revert to the terms of the lease to recover the outstanding debt **IN FULL** without recourse to the Tenants.

EXECUTED BY THE TENANTS *(please complete)*

Name:

Signature.....

Name:

Signature.....

Name:

Signature.....

Name:

Signature.....

Until we have received a signed copy of the agreement, signed by all parties on the lease, we are unable to formally confirm that the Council has allowed you to enter into the scheme.

SIGNED ON BEHALF OF THE COUNCIL

Name:

Position:

Date:

Signature.....

**(the Tenants\*\*)**

**Why does the form refer to leaseholders as tenants?**

Under English law, anyone who occupies land or a property is either a:

- freeholder (they own the land)
- or a tenant (they own an interest in the land, but do not own the freehold title to it).

Therefore, as a council leaseholder, you are in law a tenant because the council owns the land on which your property has been built, or in some cases it owns a lease of a block. For this reason the law rarely refers to leaseholders. Instead, it usually refers to 'tenants who occupy properties let on leases'.

## **Landlord & Tenant Act 1985: Section 21B section 153 of the Commonhold and Leasehold Reform Act 2002**

### **Summary of Tenants Rights and Obligations, (England) Regulations 2007**

This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge.

The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

**1.** Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.

**2.** You have the right to ask the First Tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine

- Who should pay the service charge and
- Who it should be paid to
- The amount
- The date it should be paid by and
- How it should be paid.

**3.** However, you do not have these rights where

- A matter has been agreed or admitted by you;
- A matter has already been, or is to be, referred to arbitration or
- Has been determined by an independent arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose or
- A matter has been decided by a court.

**4.** If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.

**5.** Where you seek a determination from the First Tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.

**6.** The First Tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First Tier Tribunal) have the power to award costs in accordance with Section 29 of the Tribunals, Courts and Enforcement Act 2007.

**1. If your landlord**

- Proposes works on a building or any other premises that will cost you or any other tenant more than £250 or
- Proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period.

Your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First Tier Tribunal has agreed that consultation is not required.

**2.** You have the right to apply to the First Tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

**3.** You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must

- Cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- Cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.

**4.** The summary must be given to you within one month of your request or six months of the end of the period to which the summary relates whichever is the later.

**5.** You have the right, within six months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

**6.** You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

**7.** Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

## **Major Works Service Charge Invoice: Payment Options**

### **How to pay a major works service charge invoice**

We have a range of ways for you to pay your major works service charges. So you can choose the best option for you, the different ways to pay are explained below.

Option 1: Pay in full and get a 5% prompt payment discount

Option 2: Pay interest-free instalments over 2 years

Options 3-6: Take out a loan (with interest) for 3 -10 years, length of time depending on the size of the loan

Option 7: Deferred payment with a charge on your property

### **Option 1 - Prompt payment discount**

If you are a resident leaseholder and the property is your main home this option offers a 5% discount off the total cost of the major works service charge invoice. You must settle 95% of the invoiced sum by the end of the financial year in which you received your estimated major works service charge invoice.

To take advantage of the prompt payment discount, 95% of the invoiced amount must be paid within six weeks of receiving the invoice or in twelve equal monthly instalments from April 2017 through to March 2018. This option is only available to resident leaseholders, where the property is their main home. Upon receipt of 95% of the invoiced sum we will apply the 5% discount to the account.

### **How do I apply for this option?**

- You will need to fill out and return your prompt payment discount agreement form.

### **Option 2 - Interest Free Instalments over two years**

If you are a resident leaseholder, the property is your main home and your major works service charge invoice sum is £1,200 or more then you may pay over 24 equal monthly instalments, interestfree.

### **How do I apply for this option?**

- You will need to complete the standing order mandate instruction form sent with your major works service charge invoice.
- You must start making payment immediately.

Please note:

If any service charge which is due remains unpaid for fourteen days, the Council may apply interest at the rate of 4% above the base rate.

### **Option 3.4.5 & 6 – Loans repayable over 3 to 10 years (plus interest)**

Options 3 to 6 offer leaseholders the opportunity to access loans from the Council in order to meet the costs of the major works service charge **invoice**

There are four loan options. How long you have to repay the loan depends on the amount you need to borrow.

- Option 3: £1,200 to £4,999 = 3 years to pay
- Option 4: £5,000 and £7,499 = 5 years to pay
- Option 5: £7,500.00 and £9,999 = 7 years to pay
- Option 6: £10,000 and over = 10 years to pay

Please note:

The interest rate will be fixed at the time that you take out the loan and remain fixed for the whole life of the loan. This rate will be the Bank of England base rate plus 4%.

There is a standard administration fee of £452 (correct at April 2017) on loans of any length / amount.

To qualify, you will need to prove that your bank or building society would not lend you the money.

#### **How do I apply for this option?**

- You will need to request a service charge loan application form.
- Provide the Council with a copy of the letter from your bank or building society refusing you a loan.

**We strongly recommend that you always get independent financial advice and talk to your mortgage provider (if you have one) before you sign any financial agreement.**

### **Option 7 - Deferred payment with a charge on your property**

We may agree to defer payment if a charge is put against your property. The Council would effectively own a share of your home. This option is mainly for households where the leaseholder is over 60 or disabled and can prove their income does not meet the costs of the major works service charge **invoice**.

This means that you do not have to make payments and debt will be repaid when the property is sold or assigned.

Please note:

The interest rate will be fixed at the time that you take out the loan and remain fixed for the whole life of the loan. This rate will be the Bank of England base rate plus 4%.

There is a standard administration fee of £452 (correct at April 2017) on loans of any length / amount.

To qualify, you will need to prove that your bank or building society would not lend you the money.

**How do I apply for this option?**

- You will need to request a deferred payment application form.
- Provide the Council with a copy of the letter from your bank or building society refusing you a loan.

**We strongly recommend that you always get independent financial advice and talk to your mortgage provider (if you have one) before you sign any financial agreement.**

**Further information**

We are making every effort to help you with your major works service charge **invoice**. For more information on any of the major works payment options, please contact us directly.

Homeownership Services  
Service Charge Collections Team  
London Borough of Lambeth  
Lambeth Town Hall  
Brixton Hill  
London SW2 1RW

Telephone: 020 7926 7132

Email: [hhomeownership@lambeth.gov.uk](mailto:hhomeownership@lambeth.gov.uk)

IN THE FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
B E T W E E N:

THE MAYOR AND BURGESSES OF  
LONDON BOROUGH OF LAMBETH

Applicant

- And –

VARIOUS LEASEHOLDERS OF  
STAMFORD STREET

Respondents

---

HK 3

---



Our ref: [REDACTED]

Your ref: 915609/1

[REDACTED]  
Or CURRENT LEASEHOLDER  
- Stamford Street  
London  
SE19NB

16/07/2024

**Property Address:** **Stamford Street, London, SE1 9NB**  
**Invoice Number:** **917302326**

Dear [REDACTED] or CURRENT LEASEHOLDER

**MAJOR WORKS SERVICE CHARGE FINAL ACCOUNT**

**Stamford Street 65 A-E**

**Scheme Reference: 915609/1 Actual: 2017/18 North Area Stamford St & NL1 Externals**

You may recall that we sent you a notice on 09/08/2017 to let you know that your building was included in the scheme of works detailed below. We now enclose your final account for these works.

As you will be aware, your lease states the below sums are due within 30 days of this invoice, however within these 30 days you are also able to opt for one of our extended payment plans as detailed in the enclosed payment terms leaflet.

If you are able to make/begin payment now please follow the information in this pack, which explains the payment options.

You have an **invoice** as the total actual major works charges are more than those estimated. This amount has been added to your account and will be shown as an additional **invoice**. If these works were carried out before you bought the leasehold of the property, your solicitor will be able to let you know whether a retention of money has been held.

Scheme	Works Description	Estimated Major Works Service Charge	Actual Major Works Service Charge
915609/1	Actual: 2017/18 North Area Stamford St & NL1 Externals	£10,929.10	£32,233.36

I am enclosing the following documents – please read them all carefully.

- 1) A certified summary of the major works service charge**
- 2) A major works service charge invoice**
- 3) An actual breakdown of the major works service charges**
- 4) A major works service charge payment options leaflet, information and FAQ's**
- 5) A prompt payment discount agreement form**
- 6) An extended interest free agreement form**
- 7) A standing order mandate instruction form for you to complete and return to your bank if you elect to pay by this method**
- 8) A leaflet summarising your rights and obligations**

Further information

If you have any other questions in relation to this letter or how to make payment, please do not hesitate to contact the service charge collections team using one of the following methods:

- Tel: 020 7926 7132
- Email: [hhomeownership@lambeth.gov.uk](mailto:hhomeownership@lambeth.gov.uk)
- Address: London Borough of Lambeth, Homeownership & Rents, PO Box 80771, London, SW2 9QQ

Yours sincerely,

Homeownership & Rents  
London Borough of Lambeth  
PO Box 80771  
London  
SW2 9QQ

## Final Certified Summary of the service charge due for the financial year 1 April 2017 to 31 March 2018

<b>PROPERTY ADDRESS:-tamford Street, London, SE1 9NB</b>	
<b>ACCOUNT NUMBER:</b>	<b>PROPERTY REFERENCE NUMBER:</b>
<b>ESTATE: NI1 Non-Estate</b>	<b>BLOCK: Stamford Street 65 A-E</b>
<b>ESTATE RV: 34518</b>	<b>BLOCK RV: 898</b>
<b>DWELLING RV: 179</b>	<b>FINANCIAL YEAR: 2017/2018</b>
<b>Total estimated service charge due for year:</b> {£}	
Major works service charges	
<b>Total due for payment</b>	<b>21,304.26</b>
<p>The Landlord and Tenant Act 1987 Section 47 &amp; 48</p> <p>The name of your landlord is: The Mayor and Burgesses of the London Borough of Lambeth The address at which notices may be served is: Lambeth Town Hall, Brixton Hill, London, SW21RW</p>	

The Landlord and Tenant Act 1987 Section 47 & 48

The name of your landlord is : The Mayor and Burgesses of Lambeth, London Borough of Lambeth, Town Hall, Brixton Hill, London SW2 1RW





In accordance with Section 18-30 of the Landlord and Tenant Act 1985, this statement is certified as a fair summary of the Management and Maintenance costs for your block from our accounts. It also shows the amount due for your property.



<b>NAME:--</b>  <b>ADDRESS:</b> <b>IIIIIIstamford</b> Street London <b>SE19NB</b>	Enquiries in connection with this invoice should be referred to: Homeownership Collections Team Tel: 020 7926 7132 Email: hmhomeownership@lambeth.gov.uk	
	V.A.T REGISTRATION NO: 235 884 435	
	Date: 16/07/2024	
	<b>INVOICE NUMBER: 917302326</b>	
Actual Major Works Service Charges		
Property reference number:  <b>erty</b> address: - <b>IIIIII</b> Stamford Street London <b>SE19NB</b>  Scheme: 915609/1  Description of works: Actual: 2017/18 North Area Stamford St & NL1 Externals	21,304.26	
<b>TOTAL AMOUNT DUE</b>		<b>£21,304.26</b>

## CHOOSING THE BEST WAY TO PAY

Please quote your nine digit invoice number shown on your invoice or statement when making enquiries or making payment

<p style="text-align: center;"><b>BY PHONE WITH A DEBIT OR CREDIT CARD</b></p> <p>Using the 24-hour automated debit or credit card telephone payment line service on <b>020 8290 2086</b>, You will need your <b>nine-digit invoice number</b> which you can find on your service charge invoice.</p>	<p style="text-align: center;"> <b>ONLINE BY DEBIT OR CREDIT '5'CARD</b></p> <p>Over the internet at <a href="http://www.lambeth.gov.uk/pay-your-rent-and-service-charge">www.lambeth.gov.uk/pay-your-rent-and-service-charge</a> and follow the instructions under the heading "Pay your service charge online".</p>
<p style="text-align: center;"> <b>BY STANDING ORDER</b></p> <p>A bank standing order mandate can be requested on <b>020 7926 7132</b>. You <b>will</b> need to complete it and send it to your bank.</p> <p><b>You are responsible for informing your bank of any changes needed when they are required.</b></p>	<p style="text-align: center;"> <b>BY POST</b></p> <p>Cheques and postal orders must be made payable to Lambeth Council and crossed. Write your name, address and <b>nine-digit invoice number</b> on the back and post it to:</p> <p><b>Homeownership &amp; Rents</b> Lambeth Council PO Box 80771 London SW29QQ</p>
<p style="text-align: center;"><b>DIRECT TO BANK ACCOUNT BACS PROCESSES</b></p> <p>To use this method, please quote the Council's sort code <b>57-64-69</b> and account number <b>00000000</b>, together with the <b>nine-digit invoice number</b>.</p>	<p style="text-align: center;"><b>SERVICE CHARGE LOANS</b></p> <p>Housing Regulations 1992 SI 1078. In the Landlord's opinion the service charge demanded in this notice may entitle the leaseholder to a loan. Please apply in writing to Homeownership &amp; Rents, London Borough of Lambeth, PO Box 80771, London, SW2 9QQ</p>
<p style="text-align: center;"> <b>USE OF DATA</b></p> <p>Information provided to the Council may be shared across departments and services within the Council, and with contractors employed by the council, for the purposes of recovering any sum owed by you to the Council, updating our records, preventing and detecting fraud, and for research and statistical analysis. The Council will not disclose confidential information except to the extent that the law requires or allows.</p>	
<p style="text-align: center;">The Landlord and Tenant Act 1987 Section 47 &amp; 48 The name of your landlord is: The Mayor &amp; Burgesses of the London Borough of Lambeth The address at which notices may be served is: Lambeth Town Hall, Brixton Hill, London SW2 1RW</p>	

<b>ADDRESS:-</b> tamford Street, London, SE1 9NB		
<b>INVOICE NUMBER:</b> 917302326		
<b>SCHEME:</b> 915609/1		
<b>DESCRIPTION OF WORKS:</b> Actual: 2017/18 North Area Stamford St & NL1 Externals		
<b>ACCOUNT NUMBER:</b>	<b>PROPERTY REFERENCE NO:</b>	
<b>ESTATE:</b> NI1 Non-Estate	<b>BLOCK:</b> Stamford Street 65 A-E	
<b>ESTATE RV:</b> 34518	<b>BLOCK RV:</b> 898	
<b>DWELLING RV:</b> 179	<b>FINANCIAL YEAR:</b> 2017/2018	
<b>Works Elements</b>	<b>Block Cost (£)</b>	<b>Property Cost (£)</b>
Asbestos Removal	151.20	30.14
Balcony works	0.00	0.00
Bin Chambers	0.00	0.00
Boundary Walls and Fences	0.00	0.00
Building Floor works	0.00	0.00
Communal Heating works	0.00	0.00
Communal Doors	1,577.76	314.50
Communal Area Repairs and Decorations	25,112.76	5,005.77
Concrete Repairs	18,439.69	3,675.62
Consultant's Fees	5,925.40	1,181.12
Contingency	0.00	0.00
Damp works	0.00	0.00
Door Entry Systems and Access	0.00	0.00
Drainage works	0.00	0.00
Electrical Installations	0.00	0.00
Emergency Lighting	0.00	0.00
Estate works	0.00	0.00
External Redecoration	4,950.87	986.87
External Walls	8,947.21	1,783.46
Fire Safety works	16,992.41	3,387.13

Hard Landscaping	0.00	0.00
LHS Environmental works	0.00	0.00
Lift works	0.00	0.00
Lightning Protection	0.00	0.00
Overheads and Profits	8,298.88	1,654.23
Preliminaries	18,285.16	3,644.81
Rain Water goods	0.00	0.00
Refuse and Recycling Systems	0.00	0.00
Roof works	1,543.00	307.57
Scaffolding	9,628.27	1,919.22
Service	0.00	0.00
Structural works	0.00	0.00
Surveys	993.49	198.03
TV Aerial works	0.00	0.00
Ventilation works	0.00	0.00
Water Pumps	0.00	0.00
Water Supply works	0.00	0.00
Windows	26,160.30	5,214.58
<b>SUB-TOTAL</b>	<b>147,006.40</b>	<b>29,303.05</b>
Management Charge		<b>2,930.31</b>
<b>TOTAL AMOUNT DUE £</b>		<b>32,233.36</b>
<p style="text-align: center;">The Landlord and Tenant Act 1987 Section 47 &amp; 48</p> <p>The name of your landlord is: The Mayor and Burgesses of the London Borough of Lambeth  The address at which notices may be served is: Lambeth Town Hall, Brixton Hill, London, SW2 1RW</p>		



## Homeownership Services

Service Charge Collections Team  
London Borough of Lambeth  
Lambeth Town Hall  
Brompton Hill  
London SW2 1RW

**Phone** 020 7926 7132

**Email** [hmhomeownership@lambeth.gov.uk](mailto:hmhomeownership@lambeth.gov.uk)

LAMHURLS

**Lambeth**

# Summary of Tenants' Rights and Obligations

## Landlord & Tenant Act 1985: Section 21B section 153 of the Commonhold and Leasehold Reform Act 2002

### Summary of Tenants Rights and Obligations, (England) Regulations 2007

This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge.

The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

1. Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
2. You have the right to ask the First Tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make

a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine

- Who should pay the service charge and
- Who it should be paid to
- The amount
- The date it should be paid by and
- How it should be paid.

3. However, you do not have these rights where

- A matter has been agreed or admitted by you;
- A matter has already been, or is to be, referred to arbitration or
- Has been determined by an independent arbitration and you

agreed to go to arbitration after the disagreement about the service charge or costs arose or

- A matter has been decided by a court.
4. If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
  5. Where you seek a determination from the First Tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
  6. The First Tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First Tier Tribunal) have the power to award costs in accordance with Section 29 of the Tribunals, Courts and Enforcement Act 2007.
  7. If your landlord
    - Proposes works on a building or any other premises that will cost you or any other tenant more than £250 or
    - Proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period.

Your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First Tier Tribunal has agreed that consultation is not required.

8. You have the right to apply to the First Tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.
9. You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must
  - Cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
  - Cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.
10. The summary must be given to you within one month of your request or six months of the end of the period to which the summary relates whichever is the later.
11. You have the right, within six months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

12. You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.
13. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

## Help and advice

### Help from the Department of Work and Pensions (DWP)

If you get DWP benefits or want help to pay your service charges, you need to phone the DWP and tell them your housing costs have changed. They will ask for details of the costs and a covering letter asking for your benefit to be reassessed. The rules about what costs the DWP can help with and who is eligible are changing.

A good first step to seeking this assistance would be to make an appointment with an advice centre like the Citizens Advice Bureau – see below.

**The Citizens' Advice (Merton & Lambeth)** Providing free, independent, impartial and confidential advice. Our Lambeth Hub is situated at 91 Kennington Lane, London SE11 4HQ and is open for information support & pre-booked advice appointments Monday-Wednesday, 10am-4pm. Phone 0800 254 0298 Website: [www.caml.org.uk](http://www.caml.org.uk) or [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

### The Leasehold Advisory Service (LEASE)

LEASE provides free independent advice on residential leasehold law at Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX; phone 020 7832 2500 Monday to Friday, 9am to 5pm – call to get advice over the phone or make an appointment to speak to an adviser in person). Email: [info@lease-advice.org.uk](mailto:info@lease-advice.org.uk), fill in their online contact at <https://clients.lease-advice.org/Default.aspx>. Website: [www.lease-advice.org.uk](http://www.lease-advice.org.uk)

### London Mutual Credit Union

This organisation is supported by Lambeth Council and offers current accounts and loans, helping those who may have difficulty setting up bank accounts. They offer loans with no hidden costs, affordable rates, and free life insurance. Phone: 020 3773 1751 Website: [www.creditunion.co.uk](http://www.creditunion.co.uk)

**Money Helper** has been set up by the government to offer free, impartial advice. Phone: 0800 011 3797 Website: [www.moneyhelper.org.uk/en](http://www.moneyhelper.org.uk/en)

**National Debtline** offer free independent and confidential advice and are available to discuss options that may be available to you. Phone: 0808 808 4000. Website [www.nationaldebtline.org](http://www.nationaldebtline.org)

**Homeowner guide** provides you with useful information about your home and responsibilities as a leaseholder or freeholder. Please visit [www.lambeth.gov.uk/homeowners-handbook](http://www.lambeth.gov.uk/homeowners-handbook) and read or download and print the Homeowners handbook.

**Your Lease explained video** provides you with useful information about your home and responsibilities as a leaseholder or freeholder. Please visit <https://www.youtube.com/watch?v=wx6ZbXIDepk> .

## Frequently Asked Questions

### **What does 'registering a charge on the property' mean?**

We get our solicitors to register your loan at Land Registry. This means that the loan must be repaid if the property is sold.

### **How do I get the charge removed from the property?**

When the loan is repaid, we will instruct Land Registry to remove the charge.

### **If I have more than one major works bill, can I pay with one discretionary loan?**

We will try and put your bills together wherever possible, but every case has to be dealt with individually.

### **I am a non-resident leaseholder, why do I have less payment options?**

The Council are not obligated to offer extended payment terms to non-resident homeowners, the available options are already above and beyond the normal payment terms stipulated by your lease agreement. The Council take the view that if your property is sublet or not your primary residence then you could potentially be receiving a secondary income from the property.

### **I bought my flat under the Right to Buy scheme; is there a limit to what I can be charged for major works?**

Yes – before you bought, you were given a Section 125 notice with details of our estimated spend on major works for the next five years. For those five years, we can only charge you what is in the Section 125 notice.

When we are planning to carry out major works, we will send you an estimate of your contribution, which may be higher than the figures given in your Section 125 notice. However, when we confirm the final cost of the works and advise you of your actual costs, we will check your lease and make sure we aren't billing you more than your Section 125 notice.

You will have the same payment options available as people who are paying the full amount.

### **I've heard that major works charges can be capped, will this apply to me?**

The Social Landlords Mandatory and Discretionary Reduction of Service Charges (England) Directions 2014 came into force in August 2014 and brought in a new cap of £15,000 on some charges for major works.

- The new rules only apply to service charges for works that are also part-funded by certain Government programmes. For example, our Lambeth Housing Standard programme gets some money from the Government Decent Homes scheme.
- The cap is not retrospective. The rules only apply to funding that we applied for after August 2014; not to all bills since August 2014.
- The cap also only applies if leaseholders reside in the property as their main home. So if you rent out your property, you will have to pay any major works bills higher than the cap.

Lambeth has a discretionary power to reduce a bill where there is exceptional hardship. We have to consider each case on its own merits, and take into account factors including whether the property is your home, the amount that has already been paid and the amount still to be paid, the financial resources available to you, and your ability to raise the money needed to pay your bill if we give you longer to pay.

The payment options Lambeth make available include provision for considering these factors so the first step if you are concerned about a bill is to see if one of our existing payment options is suitable for you, and if not, to contact us to discuss your options.

### **How are the charges calculated? How can my bill be different than my neighbour's?**

The method for how we calculate your service charges is set out in your lease or transfer document. Depending on the work or service provided, the cost is shared across the building or estate (if applicable) based on the rateable value (RV) of your property compared to the rateable value of all flats benefiting from the service or work.

Rateable values were set by the independent Valuation Office Agency (VOA), not the London Borough of Lambeth, and it is not in our power to change them. Rateable values depend on many factors, including location, property size and number of rooms. Usually, the larger the property, the higher the rateable value and, in turn, the amount charged. It is possible for properties that seem very similar to have different rateable values – and if different works or services are provided, then the service charge is different.

For example where:

X = block cost of service, Y = estate cost of service

BRV = block rateable value, ERV = estate rateable value, PRV = property rateable value

#### **For block service charge the calculation is:**

$X / BRV * PRV = \text{your contribution}$

$£500 / 350 * 140 = £200$

#### **For estate service charge the calculation is:**

$Y / ERV * PRV = \text{your contribution (only applicable to properties on an estate)}$

$£3000 / 6225 * 140 = £67.47$

For more information about rateable value visit the VOA website [www.voa.gov.uk](http://www.voa.gov.uk).

## Prompt payment discount agreement form

ADDRESS: -tamford Street, London, SE1 9NB		
INVOICE NUMBER: 917302326		
ACCOUNT NUMBER: <span style="background-color: black; color: black;">XXXXXXXXXX</span>		
PROPERTY	REFERENCE	NUMBER:-
SCHEME/ DESCRIPTION OF WORKS: 915609/1 Actual: 2017/18 North Area Stamford St & NL1 Externals		

This Agreement is the entire agreement relating to the prompt payment discount for the invoice mentioned above and supersedes all and any prior discussions, negotiations or statements, written or oral.

**Please note: To benefit from the 5% discount off the total cost of the major works service charge invoice. You must settle 95% of the invoiced sum within 6 weeks from the date of your major works service charge invoice.**

To formally enter into the prompt payment discount option, you will need to complete and return this agreement form to our address below. Until we have received a signed copy of the agreement, signed by all parties on the lease, we are unable to formally confirm that the Council has allowed you to enter into this option.

London Borough of Lambeth  
Homeownership & Rents  
PO Box 80771  
London  
SW29QQ

Email: [HMhomeownership@lambeth.gov.uk](mailto:HMhomeownership@lambeth.gov.uk)

**This Agreement** is made the (D0-MM-YYYY) \_/\_/ \_ (please complete)

Between

1. the Leaseholder (s))
2. London Borough of Lambeth (the Council)

The "Lease" is defined as the agreement between \_\_\_\_\_ and London Borough of Lambeth dated \_/\_/\_\_\_\_\_. The Lease includes all deeds supplementing or varying the Lease.

**THE Leaseholders** hereby admit that at the date of this agreement the Council has agreed that the major works invoice **917302326** in respect of **915609/1 Actual: 2017/18 North Area Stamford St & NL1 Externals** for **£21,304.26**, will be discounted by **£1,065.21**, which reflects 5% off the total cost of the major works service charge invoice. This discount will be applied upon receipt of **£20,239.05**, which represents 95% of the total invoiced sum.

**This Agreement** relates to the property known as ■■■■ **Stamford Street, London, SE1 9NB** and it is agreed that the invoiced sums are recoverable as service charges pursuant to the lease; payable as service charges pursuant to the lease; and reasonable within section 19 of the Landlord and Tenant Act 1985 ("the LTA 1985").

This agreement constitutes an agreement within section 27A(4)(a) of the Landlord and Tenant Act 1985 such as to exclude any challenge to the payability of the invoiced sums and is an admission within section 81(1)(b) Housing Act 1996 that the invoiced sums are payable.

**The Leaseholders** understand and agree that this agreement means the above major works service charge invoice will be treated as payable in one single sum at the date of the receipt of cleared funds from the Leaseholders.

**The Leaseholders** hereby accept and agree that the Council intend this agreement to replace the provisions within the lease which outline how and when the service charges (major works) are due for payment.

**The Leaseholders** hereby accept that this agreement is intended to operate as a parallel payment agreement **outside** the terms of the lease.

**The Leaseholders** understand this agreement DOES NOT apply to any day to day, periodic, annual, or other service charge demand/invoice or any subsequent charges, or other major works invoice other than the work/services in the invoice specified above.

**The Leaseholders** understand this agreement shall not take effect and the discount shall not be given unless and until the discounted invoice sum £20,239.05 is paid in full, without any deduction, cross claim or set off, and payment is in full and final settlement of all claims the Leaseholder(s) and the Council may have in respect of the sums claimed in the invoice.

If payment is made by one leaseholder and there are other leaseholders, the payment shall be treated as made for and on behalf of each of the other leaseholders.

**IF** the Leaseholders do not duly perform all the provisions of this agreement the Landlord shall terminate the prompt payment discount agreement immediately. The whole outstanding amount will become due and the Landlord reserves the right to add interest to any amount outstanding from the time of invoicing. The Landlord will start the debt recovery process and may commence legal action without recourse to the Leaseholders.

This is an important agreement which may affect your legal rights. If there is anything you do not understand you should obtain legal or professional advice from a solicitor, citizens advice bureau, Law Centre, Housing Advice Centre or the Leasehold Advisory Service. You may be entitled to free legal advice.

EXECUTED BY THE LEASEHOLDERS (*please complete*)

Name:

Signature.....

Date.....

Name:

Signature.....

Date.....

Name:

Signature.....

Date.....

Name:

Signature.....

Date.....

Until we have received a signed copy of the agreement, signed by all parties on the lease, we are unable to formally confirm that the Council has allowed you to enter into the scheme.

SIGNED ON BEHALF OF THE COUNCIL

Name:

Position:

Date:

Signature.....



## Extended interest free payment agreement form

### **Major Works Service Charges**

To formally enter into an extended interest free payment scheme, you **MUST** fully complete **AND** return this agreement form to our address below, within 30 days from the date of the invoice.

Until the Council has received a fully completed copy of this agreement form, signed by all Leaseholder(s) **AND** has expressly acknowledged receipt and acceptance of the terms thereof. we are unable to accept you into the scheme and as such, payment will be expected and if necessary, demanded in line with the terms of the lease.

#### **London Borough of Lambeth ("the Council")**

Homeownership Services

Lambeth Town Hall

PO Box 80771

London

SW2 9QQ

<b>NON-RESIDENT HOMEOWNER - Please tick next to chosen option</b>			
<b>Option</b>	<b>Invoice Value</b>	<b>Repayment Terms</b>	
<b>1</b>	Under £3,000	12 months interest free	
<b>2</b>	£3,001 and above	24 months interest free (in exceptional circumstances)	

<b>RESIDENT HOMEOWNER – Please tick next to chosen option</b>			
<b>Option</b>	<b>Invoice Value</b>	<b>Repayment Terms</b>	
<b>1</b>	Under £3,000	12 months interest free (24m in exceptional circumstances)	
<b>2</b>	£3,001 to £7,500	24 months interest free (36m in exceptional circumstances)	
<b>3</b>	£7,501 to £15,000	48 months interest free discretionary loan (please send me an application form)	
<b>4</b>	£15,001 to £20,000	60 months interest free discretionary loan (please send me an application form)	
<b>5</b>	£20,001 and above	60 months interest free discretionary loan (plus 72 months interest bearing), (please send me an application form)	

**Please note: Invoices for the value of £7,500 and above can also be paid using Options 1 or 2. These options do not require a charge registered against your property.**

**This Agreement** is made the (DD-MM-YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_ (please complete)

**This Agreement** relates to the property known as: ■■■■ **Stamford Street, London, SE1 9NB**

Between

3. ■■■■ (the Leaseholder(s)\*\*)
4. London Borough of Lambeth ("the Council")

**THE Leaseholder(s)** hereby admit that for the purposes of Section 81(1) of the Housing Act 1996, that the monetary sums included hereinafter are payable in full and that at the date of this agreement the Council has agreed that the major works invoice **917302326** in respect of **915609/1 / Actual: 2017/18 North Area Stamford St & NL1 Externals for £21,304.26** can be paid over (Please insert payment option number) \_\_\_\_ interest free, by way of (please insert number of months) \_\_\_\_ monthly instalments, commencing 30 days from the date of the invoice.

**The Leaseholder(s)** hereby accept and agree that the Council intend this agreement to treat the above major works service charge invoice as one single sum and not break it down into year related or any other individual sums.

**The Leaseholder(s)** hereby accept and agree that the Council intend this agreement to replace the provisions of paragraphs 3(1) & 3(2.2) and the Fifth Schedule of the lease (in respect of the major works service charge invoice above) which outlines as to how and when the major works are accounted, demanded and paid for.

**The Leaseholder(s)** hereby accept that this agreement is intended to operate as a parallel payment agreement **outside** the terms of the lease and that by signing this agreement, the Leaseholder(s) will be availing themselves of favourable payment terms offered by the Council and will have waived their right to strict compliance with the calculation, apportionment, invoicing and payment provisions in the lease relating to the major works invoice subject to this agreement.

**The Leaseholder(s)** hereby accept that this agreement **DOES NOT** apply to any service charge demand raised for day to day service charges or any subsequent charges, or other major works invoices (including the final account for this invoice) other than the invoice specified above.

**The Leaseholder(s)** agree to repay the entire balance outstanding upon assignment of the lease or any other change and/or disposition of their interest in the property.

**IF** the Leaseholder(s) do not duly perform all the provisions of this agreement the Council shall terminate the extended interest free payment scheme agreement immediately and will revert to the terms of the lease to recover the outstanding debt **IN FULL** without further recourse to the Leaseholder(s).

EXECUTED BY THE TENANT(S) *(please complete)*

Name:

Signature.....

Date:

Name:

Signature.....

Date

## **STANDING ORDER MANDATE INSTRUCTION FORM**

- Please complete using capitals in black ink, sign and submit this form direct to your bank/building society
- Please set up the instruction so that your payments reach us by the first of each month – the payment should leave your account on or around the 25<sup>th</sup> of the previous month

Name and address of your bank or building society:
Name(s) of account holders:
Your bank account number:
Your sort code:

### **Instructions to your bank/building society:**

Please pay: NatWest Bank, Head Office, Collection Account  
Account of: London Borough of Lambeth, Homeownership Account  
Branch Sort Code: 57-64-69  
Account No: 00000000

Please make an initial payment of £  on the

and thereafter the sum of £  on the  day of each succeeding month, until further notice.

Please quote the following  
nine-digit service charge  
invoice number on all  
payments: **917302326**

Your signature(s):
Date:

**PLEASE COMPLETE AND SIGN THIS FORM AND SUBMIT IT TO YOUR BANK OR BUILDING SOCIETY.**