Feature: Major Works and Service Charges

FlatLiving Magazine

Information, advice & guidance for RMCs and Property Managers

August 2024

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Welcome

Welcome to our August issue of Flat Living Magazine!

This month's issue focusses on Major Works and Service Charges. Our contributors have covered everything from reviewing and challenging service charges to the impact of the Leasehold Reform on service charges and the importance of internal works in residential blocks.

Be sure to visit page 6 where you can make sure that you have the necessary cover for your home.

In news - you can read more about B-hive Block Management Partners recent milestone and find the link to buy your tickets for this years TPI Annual Conference!

As always, we have included training opportunities from TPI and job vacancies from Block Recruit to help you upskill or move on to new pastures.

If you have any questions you would like us to organise an article on, or if you have any interesting articles to add – please send them directly to the team via info@flat-living.co.uk.

Happy reading!

Belinda Bagnall and The Flat Living Team

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News

The Property Institute Annual Conference Early Bird Tickets on Sale Now!

Date: 24th October 2024 Time: 8:30am to 6:00pm

The Property Institute Annual Conference 2024 (formerly ARMA) brings together key decision-makers, government representatives, influential sector stakeholders, and leading industry figures to collaboratively shape the future of the residential leasehold sector.

Attendees can participate in insightful discussions on pivotal issues, advanced block management practices, and receive the latest technical and legal updates from industry experts, gaining invaluable knowledge and strategies to navigate and influence the evolving landscape of property management.

Delegates also have the opportunity to attend breakout sessions and keynote speeches of their choice throughout the day.

Book now!

TPI Annual Conference Sponsorship Opportunities 2024

With a diverse array of creative sponsorship opportunities still available, TPI Annual Conference attracts over 550 leasehold professionals each year. Our event offers a prime platform to showcase your brand to key decision-makers. This modern, bright, and spacious venue provides the largest conference space in London, all on a single, easily accessible floor. Take a virtual tour of the venue **HERE**.

For further information about Sponsorship Opportunities for TPI Annual Conference 2024, please email: **ylynguyen@tpi.org.uk**.



Brady Solicitors Introduce Emma Wilson and Jonathan Whittle as Chief Commercial Officer and Technical Head of Arrears

Brady Solicitors are pleased to announce the arrival of Emma Wilson as the new Chief Commercial Officer and Jonathan Whittle as the new Technical Head of Arrears. Both Emma and Jonathan bring with them a wealth of experience within the property and legal industries respectively, with Emma having over 20 years' experience within the property and consultancy sectors and Jonathan over 20 years in civil litigation.

Having held the roles of CEO, Managing Director and consultancy head previously, Emma has helped to drive growth, enhance brand presence and implement innovative strategies for several organisations previously and is looking forward to doing the same at Bradys. Emma commented:

"I am excited to join Brady Solicitors as Chief Commercial Officer. Brady Solicitors' commitment to excellence, innovation, and client satisfaction, along with the firm's dynamic environment and reputation for legal excellence attracted me to the opportunity.As CCO, I look forward to collaborating with the talented team at Brady Solicitors and our client base to strengthen our market position, further enhance client relationships and drive sustainable growth, to ultimately deliver outstanding results for our clients and stakeholders."

Jonathan joins Bradys with more than 15 years management experience within the legal industry. As the Technical Head of Arrears, Jonathan will be assisting our arrears team in supporting clients to maintain a healthy and predictable service charge cash flow. Jonathan says:

"I am extremely excited to join the team and an industry leading firm, at a time when the business is embarking on growth. I am looking forward to building on the structure currently in place to assist the firm in cementing its position as the go-to solicitors within the leasehold property sector. I will bring my previous experience as a Senior Manager and my experience of mass tort litigation to help with the development of both team and processes to assist with the firm's growth, and to ensure that we continually strive to improve our excellent service to clients."



Clare Brady, Chief Executive Officer adds:

"We are delighted to welcome Emma and Jonathan to the team. Their appointments demonstrate our continued commitment to improving our offering to clients and in turn growing the business. Whilst we've established a strong reputation within the industry, we will always look for ways in which we can improve what we do, whether that be upgrading the systems we use, adapting our processes, or in this instance, bringing in further experience and expertise."

B-hive Block Management Partners Celebrates Major Milestone With Over 100 Businesses Onboard

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B-hive Block Management Partners, part of the Vegner Group, who are specialists in the block and estate sector, are delighted to now be powering over 100 businesses.

B-hive offer solutions for existing property professionals that have chosen to launch their own block management businesses.

B-hive provide training, tools and all the back-office solutions, including service charge accounting, ongoing training, support winning new business, software, a client portal and all the compliance services required. Many block management professionals are already reaping the benefits of being powered by B-hive.



"Should compliance and legislation concerns hold you back from launching your own business and becoming your own boss? Over 100 businesses, now powered by B-hive in their block management service offerings, have decisively answered no", states Chrissy Mouskis, Director at B-hive Block Management Partners.

As a credible and capable Partner, B-hive offers so much. This framework allows property managers to perform block management profitably and compliantly and deliver a first-class customer experience, whilst trading under their own brand, knowing that the complex back-office operations are taken care of by B-hive.

"I am delighted with the calibre of partners we have attracted and are providing services to, and I believe that, together, we are raising the standards in the block management space", Mouskis adds.

Looking ahead, B-hive are committed to fostering mutual success with their Partners and deliver expert block management services across the UK.

For more information on becoming a Partner, please visit B-hive's website or contact them directly.

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The Different Types of Asbestos Survey and When They Are Required

www.4siteconsulting.co.uk

Buildings built before asbestos was banned in August 1999 are very likely to contain the substance, which can be hugely detrimental to health if disturbed and inhaled.



Asbestos management is vital to a well-functioning and legally compliant building maintenance plan. For property managers, asbestos surveys should form part of their regular maintenance, as well as being top of the list if any major works are likely to take place.

Here we'll be making things clear by discussing the different types of Asbestos surveys available, when they should be utilised and why.

What is Asbestos?

Commonly used in building construction up until August 1999, asbestos is a natural, fibrous material. It was widely used due to its heat-resistant and durable qualities.

It was most commonly use in the manufacture of:

- Floor tiles (PVC and vinyl)
- Cement products used for roof tiles, gutters, and soffit boards
- Thermal insulation and fire protection
- Mastic and bitumen adhesive
- Soil and flue pipes

Incredibly, there are records of the health risks of asbestos being recorded as far back as in Roman times, then again in the Victorian era. Unfortunately these warnings went unheeded, and use of the material was very common throughout the 50s, 60s and 70s.

When is it Dangerous and What Can it Cause?

Asbestos isn't dangerous unless it deteriorates or is disturbed in some way. It's then that the fibres become airborne and, if breathed in, can cause a myriad of health problems.

Inhaling high concentrations over an extended period of time can be catastrophic. All forms of asbestos are considered carcinogens and exposure is commonly linked to lung, larynx and ovary cancers as well as mesothelioma (a cancer that forms on the protective tissue covering the lungs or abdomen).

Asbestosis is also a common ailment for those who have been exposed to large amounts of asbestos for a long period of time. This causes breathing difficulties and can lead to an enlarged heart, developing slowly over a number of decades.

For those exposed to a smaller amount over a long period, general or localised thickening of the lung lining can occur. Skin issues can also be caused when fibres become embedded, causing warts and corns to form.

In terms of deaths, the numbers are unfortunately still very high. The Health and Safety Executive (HSE) have estimated that UK asbestos deaths are still in excess of 5000 every year. Mesothelioma accounts for a large majority of these deaths with an estimated total of 2268 in 2021.



Legal Obligations for Building Managers

So it's clear why asbestos is an issue, and why it was banned from use in 1999. Now, what should property managers be doing to manage the risk of pre-existing asbestos in their buildings?

Regulation 4 of the Control of Asbestos Regulations 2012 states that those responsible for the common areas of residential buildings (built before the year 2000) are legally required to carry out asbestos surveys and to manage the material appropriately.

There are various types of survey, including:

- Asbestos Management
- Re-Inspections
- Refurbishment and Demolition

Asbestos Management Surveys

An asbestos management survey is carried out to locate(as far as is reasonably practicable) the presence and extent of any suspected Asbestos Containing Materials that could be damaged or disturbed during normal occupancy.

These surveys will probably involve minor intrusive work as samples may need to be taken for confirmation. If the surveyor can't gain access to certain areas, they will be marked as "no access" on the report and presumed to contain asbestos until access can be achieved at a later date. Property Managers should arrange for an appropriate professional to attend the survey and allow access to lift shafts and electricity cupboards.

Re-Inspection Surveys

Once your management survey has been completed, you will receive a report. It will let you know if asbestos is present and in a manageable condition- if so, an annual reinspection survey is required.

Reinspection surveys will update the register of any changes to the Asbestos Containing Materials. If the management survey finds asbestos in poor condition or in a position that's likely to be disturbed, recommendations will be made to have it removed.

Refurbishment and Demolition Surveys

If you have plans for extensive works to the building, or any works in the areas you know contain asbestos, then a refurbishment and demolition survey is required. This is a fully intrusive survey involving destructive inspection where necessary as access must be gained to all areas.

Under the 2012 regulations, all Asbestos Containing Materials must be removed (as far as is reasonably practicable) before major refurbishment or demolition takes place. This may also be the case for smaller refurbishment works if you're planning any structural or layout changes.

Where asbestos is unlikely to be disturbed and is in good, manageable condition, it may well be safer to leave it in place and to ensure regular inspections instead.

Contractor Compliance

As the duty holder of the site, it's the building manager's responsibility to ensure that the surveyors have access to the site's previous asbestos surveys and the register. The register must be viewed and acknowledged by all contractors before working on site, so it's advisable to keep a paper trail of exchanges and to ensure they have responded to confirm before proceeding.

If you would like further advice and guidance on managing the asbestos in your building, please get in touch and we'd be more than happy to discuss further.

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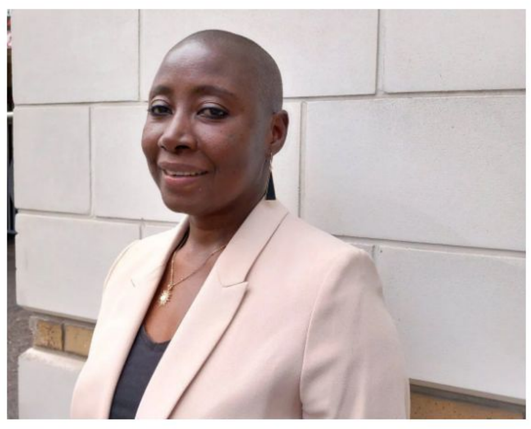
A Day in the Life of a Property Manager Supporting Resident-Led Developments

www.firstport.co.uk

Diaz Richards-Riant is a Property Manager at The FirstPort Group. A member of The Property Institute, with over 15 years of experience in property management, Diaz oversees six residential developments across London, working with a number of RMC clients.



Here, Diaz gives her insight into the key duties in the day-to-day work of a Property Manager and the value that she and her team add to resident-managed developments.

“As a Property Manager across multiple sites, it is important to ensure a personal and bespoke approach to each of the developments in my care. I make regular visits, carrying out inspections to ensure buildings are clean, tidy, and safe. It’s important to make myself available to all residents during these visits, as we appreciate how important it is to them that we are present and visible.

“It also allows Property Managers to check the progress of any ongoing maintenance works, as well as ensuring that their site teams are well-supported in their day-to-day work on-site.

“There’s always lots to do,” said Diaz. “Whether it’s meetings with Resident Directors, in-person or remotely, carrying out site inspections, or checking in on my site colleagues to ensure that, as a team, together with our Resident Directors, the development runs as smoothly as possible.

Working with Resident Directors

Like Property Managers, Resident Directors work for and with leaseholders, including managing legal and legislative responsibilities. Diaz believes it is important that an effective Property Manager works in partnership with them to share the weight of responsibility.

Diaz said, “The reality of being a Resident Director is that they take on a share of the responsibility for the development. They represent their neighbours and fellow leaseholders to ensure that their development is safe, tidy, and well-maintained.

“As a managing agent, to work in partnership with them, it is important that we understand the development as if it were our own home – as it is for the majority of Directors.

“Clear, consistent communication is everything. My team and I work closely with Directors to ensure day-to-day tasks are carried out as they should be, but also so they are receiving the relevant guidance and support from us, which they can in turn provide to their fellow residents.”

While sharing information and educating Directors with specialist knowledge can help to empower them, Diaz also recognizes how this can continually drive standards.

“Sharing information with Directors is crucial to ensure they understand their responsibilities. By empowering them with this knowledge, they can communicate more effectively with us. This mutual understanding clarifies key obligations, responsibilities, and important actions, ensuring everyone remains accountable and fulfils their duties promptly and effectively.”

Expert Care and Support

Like many property professionals, the work of a Property Manager is often heavily influenced by changing building safety legislation following the Grenfell Tower tragedy. While changes brought about by the tragedy are welcomed by those living in dangerous buildings, the work involved in making buildings and occupants safe continues to be complex and constantly evolving.

“As we know, Grenfell changed everything,” said Diaz. “Building safety is very, very complex. From understanding who is the PAP (Principal Accountable Person) – which can be very difficult when trying to interpret how this is defined in a lease – through to identifying and instructing remedial works, the landscape is constantly and rapidly changing. As a result, a big part of my role is ensuring that buildings remain compliant with evolving legislation and ensuring that any necessary actions are carried out as quickly as possible.

“We are lucky to be supported by an extensive pool of specialist professionals at FirstPort, who are there to offer expertise and guidance tailored to the unique complexities of each affected building. RMC Directors really value this level of support as they know that, with us guiding them, their residents are in safe hands.”

Acting on Behalf of Residents

Being an effective Property Manager involves a balance of working with, and on behalf of, clients and customers. While obligations and plans for the development are identified and agreed upon in collaboration with Resident Directors, Diaz, supported by FirstPort’s specialist in-house teams, then carries out the actions to ensure the smooth running of the development.

“I’m currently working on cost estimates for the coming financial year at a number of our developments. This includes gathering quotations for contractor costs for the coming year, as well as preparing for any unexpected works that may be required.

This is then presented to the Resident Directors to inform them of the projected costs of managing and maintaining the development for the year ahead.

“At FirstPort, we have access to a wide range of contractors, all of which are SafeContractor accredited, which gives assurance to our clients that they are in good hands and can be provided with specialist support when needed. We know our RMC Directors value the range and quality of the accredited contractors we have available, because we share a view that insisting on high standards is important to ensure a safe and professional service is always delivered.”



Beyond the Day-to-Day

Diaz concludes: “Working in resident-led developments is extremely rewarding and provides great opportunities for collaborative working that drives the highest standards. Delivering services to a consistently high standard while keeping up to date with regulatory changes and customer expectations requires a team effort, and we are there to support our resident directors every step of the way.”

FirstPort is the UK’s leading residential property services provider. With more than 40 years’ experience, we work with over 1,000 resident managed developments, helping RTM and RMC Directors meet their management and legal obligations, all while delivering a great service for residents too.

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What's your Emergency?

Written by Colin Stokes

MD of Adiuvo

adiuvo

www.adiuvo.org.uk

If you are responsible for a block, you need to have an out of hours resource or provision to ensure due care for both your residents and your assets but what, maybe in the worst case, could that service be dealing with? Colin Stokes, MD of adiuvo, shares a case study of a recent single emergency and what was involved in managing it;



A large site of well over 100 units generated multiple reports of no water supply on a Friday evening of a Bank Holiday weekend, our team quickly confirmed it was not a local outage and therefore had 2 possibilities of either a leak or pump outage. With no site staff out of hours and a further report of standing water in the car park we procured plumbers to attend to a likely leak.

The plumbers attended and reported a burst 2-inch copper main and with a no likelihood of sourcing a part for the long weekend, we therefore we authorised and organised the following;

- Water to be isolated.
- Sourced 4 x portaloos for delivery to site next day.
- 5 litre bottles of water per flat also for the next day.
- Tanker to pump out pit to access burst as sump pump flooded by burst along with electrician to reinstate the controls.
- Major text and email notification to all residents advising of the above whilst dealing with multiple incoming calls regarding the situation.

Once the above works were completed it was re-confirmed several parts required were not available until after the Bank Holiday, at this point we conferred with client emergency contact and further arranged;

- Another text/email update, wording for notices to be printed by contractor to be posted around development to ensure all notified.
- Further delivery of water.
- In conjunction with Loss Adjuster 5 families were provided alternate accommodation due to at risk members with our team procuring the rooms.
- Provided our client with contractors from our approved suppliers list to ensure the above was delivered.

In total we received and made over 150 calls in dealing with this one major issue and dealt with more than 30 stakeholders. Although this is an extreme, and a long way from a standard lift breakdown call, it does show that whatever process you have in place it needs, at times, to be able to deal with extreme circumstances and volume.

For more articles by Adiuvo, please click here.

Formed in 2007 by ex-London Property Managers, adiuvo (from the Latin to help or assist) to initially offer a service that had, in their opinion, been severely lacking; a professional and knowledgeable office based emergency out of hours' response for Property Managers.

Adiuvo | 0203 370 9332 | info@adiuvo.org.uk

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Feature: Major Works and Service Charges

Revitalising Communal Spaces: The Overlooked Necessity of Internal Redecorations in Residential Blocks

www.future-group.uk

In the realm of property management, the glitzy allure of external facades often overshadows the quieter, yet equally important, needs of internal redecoration.

Communal areas within residential blocks, although frequently traversed by residents and visitors, are relegated to the bottom of the refurbishment priority list. Budgets, unfortunately, often get swallowed by other more pressing jobs, not to mention the long list of compliance issues that arise, leaving the internal spaces to languish. However, regular internal redecorations, ideally every 5-7 years, are essential not just for aesthetic enhancement but for maintaining and increasing property value.

The Overlooked Value of Internal Redecorations

Internal redecoration goes beyond mere cosmetic appeal. Fresh, well-maintained interiors can significantly increase a property's market value and improve the living experience for residents. Well-decorated communal areas create a welcoming and pleasant environment, fostering a sense of pride and community among residents. This can lead to higher resident satisfaction and retention, as people are more likely to stay in a place that feels well-cared for and aesthetically pleasing. Additionally, attractive and functional common spaces can encourage social interactions, helping to build a stronger, more connected community within the building. Communal areas like lobbies, hallways, and staircases are the first touch-points for residents and visitors alike; they set the tone for the entire building. Neglecting these spaces can create an unwelcoming atmosphere, detracting from the overall perception of the property. Moreover, outdated or poorly maintained communal areas can reflect poorly on the building's management, potentially dissuading prospective buyers or tenants.



Evelyn Gardens: A Case Study in Excellence

Evelyn Gardens, a prestigious residential block in Chelsea, stands as a shining example of the transformative power of internal redecorations. This landmark property, known for its elegant architecture and sophisticated ambiance, recently underwent a comprehensive 12-week refurbishment project, encompassing new carpets, wallpaper, and decorations. The project, meticulously executed, ensured that the property continued to meet the high standards expected by its discerning residents.

Assessment and Planning

The refurbishment journey at Evelyn Gardens began with a thorough assessment phase, including consultations with the property manager and residents. This collaborative approach ensured that the residents' preferences were at the forefront of the design choices, fostering a sense of community and ownership. The scope of works, crafted by the surveyor, provided a clear roadmap for the project, which was then followed through the tender process to select the best contractor for the works.

Execution and Challenges

Open communication was pivotal throughout the project. Regular updates and addressing residents' concerns ensured smooth progress and minimal disruption. The initial phase saw the removal of existing wallpaper, followed by plastering the defected areas. Ready for the decoration of the ceilings, walls, and woodwork, before finishing off with the installation of luxurious wallpaper, creating a cohesive and upscale aesthetic.

Installing new carpets to match the chosen colour schemes further enhanced the communal areas' visual appeal. Additionally, safety was a top priority; the installation of a new fire alarm system and thorough testing of all electrical systems ensured compliance with modern regulations. The restoration of the marble flooring in the entrance lobby added a final touch of elegance, reaffirming the building's prestigious status.

Challenges and Solutions

The project was not without its challenges. Coordinating with residents to finalise colour schemes required careful communication and flexibility. Scheduling the decoration of apartment doors to accommodate multiple residents was another logistical hurdle. However, the team's proactive approach and problem-solving skills ensured these challenges were managed efficiently, keeping the project on track and within the 12-week timeline.

Conclusion

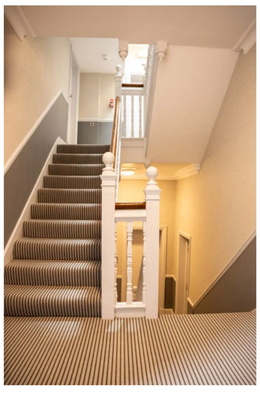
The refurbishment of Evelyn Gardens is a testament to the impact of well-planned and executed internal redecorations. The project not only met but exceeded residents' expectations, enhancing the building's overall aesthetic and functionality. This successful endeavour underscores the importance of prioritising internal redecorations in residential blocks, highlighting that such investments are crucial for maintaining property value and ensuring resident satisfaction.

Internal redecorations should not be viewed as optional or secondary. Regular updates to communal areas are essential for preserving and enhancing the value of residential properties. The Evelyn Gardens case study demonstrates that with careful planning, open communication, and attention to detail, internal redecorations can significantly elevate a property, creating welcoming and visually appealing spaces that residents can take pride in.

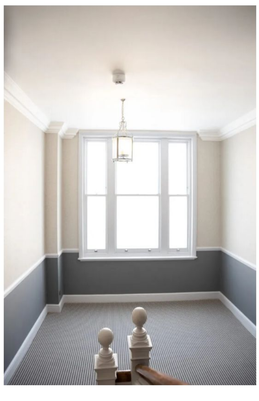
Recognising and prioritising the importance of these often-overlooked projects and becoming persisting that funds are being put aside for such works is crucial.

The constant cycle of new instructions in management often sees the budget spend change direction or "robbing Peter to pay Paul" is unfortunately one of the main causes and it's only the directors who can police this.

We really hope to see a change in the coming years where this is made higher priority.









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Feature: Major Works and Service Charges

Major Works, Service Charge and Effective Communication

Fraser Allen
— Estate Management —
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Navigating the landscape of leasehold properties can often feel like a daunting task, especially when it comes to understanding major works and the accompanying service charges. There are many factors to consider in this regard, specifically around effective communication, dealing with contractors, budgeting, and planned preventative maintenance reports.

Understanding Major Works

Major works refer to significant repairs or maintenance tasks that are necessary to maintain the integrity and functionality of a property. These can include roof repairs, external painting, or replacing communal heating systems. Unlike routine maintenance, major works require substantial investment and planning.



Service Charges: What You Need to Know

Service charges are the fees that leaseholders pay to cover the cost of maintaining and managing the building. The service charges can vary greatly depending on the property's needs and the scope of the work planned.

These charges typically include:

- Routine Maintenance: Cleaning of common areas, minor repairs, gardening, etc.
- Major Works: As discussed, these are significant repairs and maintenance tasks.
- Management Fees: Costs associated with the management of the property.

Something that should be at the forefront of any major works project is effective communication.

Effective communication is paramount when it comes to managing major works in leasehold properties. Here are some strategies for effective communication:

1. Transparency: Leaseholders should be kept informed about upcoming major works, the reasons behind them, and the expected costs. Regular updates through newsletters, emails, or meetings can help in this regard.
2. Consultation: Before commencing any major works, it's vital to consult with leaseholders. This not only creates a sense of community but also helps in addressing any concerns or suggestions they might have.
3. Feedback Mechanisms: Providing a platform for leaseholders to voice their opinions and concerns can lead to better decision making and smoother execution of major works.

Sympathetic Contractors: Minimising Noise and Disruption

Engaging sympathetic contractors who are considerate of noise and disruption is crucial. Here are some tips:

1. Scheduling: Work should be scheduled during hours that cause the least inconvenience to residents.
2. Noise Management: Contractors should use noise-reducing techniques and equipment where possible.
3. Communication: Regular updates about the progress of the work and any expected disruptions can help residents plan accordingly.

The Impact on Service Charges

Major works can significantly impact service charges. Therefore, it's essential to ensure transparency and fairness in how these charges are calculated and communicated. Adequate budgeting and financial planning can help in mitigating sudden spikes in service charges.

Leaseholders should be provided with a clear breakdown of costs and how these contribute to the overall service charge.

Adequate budgeting involves ensuring that funds are available when major works are needed. For example:

1. Reserve Funds: Setting aside a portion of service charges into a reserve fund for future major works. This can prevent the need for large, unexpected payments.
2. Cost Forecasting: Estimating the costs of future major works and incorporating these into the service charge budget.
3. Regular Reviews: Periodically reviewing the budget to ensure it aligns with the actual costs and future needs of the property.

A Planned Preventative Maintenance (PPM) report is an invaluable tool in managing leasehold properties. These reports outline the maintenance tasks required over a set period, helping in effective planning and budgeting. Key benefits of PPM reports include:

1. Predictability: They provide a clear roadmap of upcoming maintenance tasks, reducing the likelihood of unexpected repairs.
2. Cost Management: By planning maintenance tasks in advance, costs can be spread out more evenly, preventing sudden spikes in service charges.
3. Prolonged Property Life: Regular maintenance as outlined in PPM reports can extend the life of the property's components, ultimately saving money in the long run.

Managing major works and service charges in leasehold properties requires a balanced approach of effective communication, considerate contractors, and strategic financial planning. By adopting these practices, property managers can ensure smooth operations, satisfied residents, and well maintained properties. Planned Preventative Maintenance reports further enhance this by providing a structured approach to maintenance, ensuring the longevity and integrity of the property.

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Feature: Major Works and Service Charges

Major Lift Works

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Gareth Lomax offers some expert advice on how to undertake a major works project of your lift.



As with all electro/mechanical equipment, lifts reach a point when parts begin to fail, and the reliability of service is compromised. The balancing act is to pre-empt this before major component failure, resulting in a lift being out of service for a prolonged period. For example, a controller failure can leave a lift out of service from 8-12 weeks on average.

Some modern lift equipment has a design life of 15-18 years, provided the maintenance and technical support is to a good standard. Equipment from the 1970s generally had a life span of 25-30 years and lifts from the 1960s even longer.

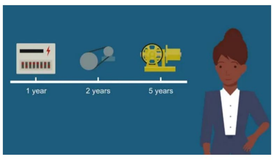
Lift replacement/refurbishment works can be costly, with the average lift replacement costing around £100,000, while a full refurbishment is an average of £75,000, (based on a four-floor traction lift) with costs rising for higher floors due to additional labour and materials required.

In many cases refurbishment is a better option than replacement: not only is it the cheaper option in most cases, but it also gives the lift a longer life expectancy. The refurbishment of a robust lift may even give you 25-30 years' service with the additional advantage of the potential to refurbish again after that time; whilst some modern equipment may not lend itself to future refurbishment, forcing another replacement scheme in years to come.

With any capital expenditure in shared accommodation (flat roof repair, boiler renewal, etc.), the correct level of planning is critical to ensuring the works will be completed to the required standard, while enabling funds to be collected over a prolonged period – particularly if there are not many flats to share the cost. There is no doubt that a lift replacement or refurbishment is a potentially complex and disruptive project, so here are some pointers on how best to plan for and carry out major works to any lift(s) you may have in your property.

Step 1 – Know your lift

It sounds obvious, but property managers and anyone involved with the maintenance of your block must get to know the lift. In most instances, it will be the same age as the property; there may be rare exceptions when it has been added later. Given that 20 years is a good rule of thumb for the lifespan of many components, check whether the lift has undergone major refurbishment. Review comments from the service provider and insurance inspector, who are required to provide reports under the Lifting Operations and Lifting Equipment Regulations 1998, to ensure it is in good condition



Some simple things for property managers and RMCs to look out for, which often indicate other underlying issues, are as follows:

- Increased number of breakdowns or lift failures
- Poor levelling of the lift or erratic movement in starting or stopping
- Unusual noises emanating from the lift shaft, motor room or lift car
- Increasing repair costs from the maintenance company
- Doors reopening or not closing correctly first time
- Problems highlighted in insurance inspector's report

It is better to plan for major works to the lift than deal with problems as components fail. Lift equipment cannot be bought off the shelf in many cases, as most manufacturers only make to order. For example, if the machine (motor or gearbox) fails, the manufacture of a replacement may take four to five weeks; then factor in delivery and installation and a lift could be out of service for eight weeks. Works could cost between £7,000–£12,000 and require Section 20 notices to be issued (adding more time to the process), only restore reliability to one component, meaning the lift could fail for another element shortly after.

Step 2 – Commission a survey

If in doubt, have the lift surveyed. An independent survey report is the most cost-effective way to check on the current condition, future life span and potential expenditure over the short, medium or long term. With constant changes in both technology and regulations, it is difficult to keep abreast of both and to ensure that the best value is always being obtained from the lift industry. This is where an independent lift consultancy can provide measured, professional advice on the "must haves" along with the specific performance of equipment and contractors alike.

A qualified lift consultant will:

- Assess the condition of a single lift or of a whole portfolio
- Analyse the lift requirements of a building
- Specify a replacement or refurbishment to give the maximum value allowed within the budgetary constraints of the client

While consultants can sometimes be viewed as an added expense, an expert in a certain field will often obtain the best value from the parameters they've been given, which will frequently outweigh the fees they would charge for their services.



Independent survey reports by a lift consultant (such as Ardent Lift Consultancy) will offer guidance on which course of action to take, possibly recommending refurbishment over replacement, but always highlighting key areas to address to ensure the lift does not fail through neglect. A survey report will look at the current condition of lift equipment and highlight operational issues, typical energy consumption values, predicted life span and recommendations with associated budget costing.

Step 3 – Consulting with residents

Due to the costs associated with major works to lifts, if it becomes clear that a lift refurbishment/replacement is needed, the project will require the Section 20 Notice (as amended by the Leasehold and Freehold Reform Act 2024) to be implemented. This is when the plans for the lift works need to be clearly identified and explained to the leaseholders, explaining why the works are to be undertaken and what they are planning to achieve, outlining the budget costs and timescales for the works.

The correct level of information to leaseholders is critical at this stage to ensure the project is well received and can be accepted by all. Often major works cost substantial sums of money, which can be an emotive subject, but well-produced evidence and plans can ensure the reason for the works is clearly demonstrated. Property managers and RMCs should ensure that meetings are held at the earliest possible stage to get buy-in from residents. Anyone who is not able to attend meetings should be informed of progress via email or leafleting to ensure the consultation process is clear, effective and carried out to meet statutory requirements. It is important to respond fully to leaseholders' written comments.

Step 4 – Getting the specification right

A correctly specified level of works has two distinct benefits. First it ensures the requirements of the client are clearly listed to provide a lift that meets and often exceeds the level of expectation. Second, it ensures that only those areas that need attention are addressed. It is easy to throw the baby out with the bath water here and replace too much, which the flat owners will need to pay for. Provided a specification is clear in intent, the correct pricing from the lift contractors can be achieved, which results in savings for the residents in the long run. Your lift consultant will draw up a full specification for your project, to ensure contractually and technically the requirements of the building, client and passengers are adhered to.

Step 5 – Find the right contractor

It is always recommended that contractors are hand-picked. The UK lift industry has many companies from multinational powerhouses to sole traders. You may get a good job from both ends of the spectrum, but it is vital they are used for projects that match their skill set so don't just choose a name from Google. A spread of four to five companies will ensure a competitive price is achieved. Your chosen independent consultant should be present at all stages to advise and guide you through the process, leading to simple decision-making based on value for money. They will work closely with the lift contractor, commentating on all the paperwork and technical documentation, by ensuring regular site visits to ensure workmanship and program are in accordance with expectation. They will also communicate with the client and contractor throughout this process to ensure all parties are aware of timescales and progress.

Step 6 – Replacement/ refurbishment

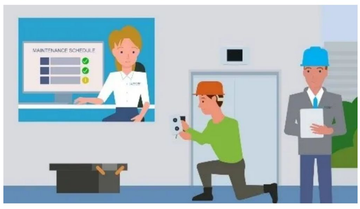
A well-planned lift replacement/ refurbishment scheme is not quick, but if it is timed correctly, you can ensure downtime is planned for and kept to a minimum. Typical timescales for a lift replacement scheme are as follows:

PROJECT PHASE	REFURBISHMENT	REPLACEMENT
Survey lift and produce report	2 weeks	2 weeks
Review survey report and plan works	4 weeks	4 weeks
Write site specific specification	4 weeks	4 weeks
Tender works to five companies	4 weeks	4 weeks
Tender analysis and post tender meetings	2 weeks	2 weeks
Place order and procure materials	10 weeks	16 weeks
Undertake lift works	8 weeks	12 weeks

From the survey stage to the start of a replacement can take 32 weeks or more, which will enable residents who rely on the lift to make alternative plans while the works are undertaken, minimising disruption. The lift service will be unavailable while the lift is replaced or refurbished, so knowing when this will take place always makes residents' lives much easier. The average refurbishment period for a lift would be approximately eight weeks, whereas replacement of a lift would be circa 12 weeks, with a greater degree of disruption associated with these works due to percussion drilling and scaffold installation.

Upon successful completion of the project, a full witness test of the installation should be undertaken by your lift consultant to ensure the lift is safe, reliable and in accordance with both the specification and to all regulatory requirements. This service should also include monitoring of the lift during the defects liability period and beyond (see below).

Step 7 – Check your warranty



Following on from the lift installation, the lift will be covered under a warranty period by both the manufacturer and installer. This is where lift performance should be monitored to rectify general teething troubles, while ensuring any more significant issues can be dealt with as part of the contract.

The lift industry standard warranty period is 12 months, but increasingly lift contractors are prepared to negotiate longer periods of cover. After all, with the expense of a lift replacement, it is important to ensure peace of mind that the lift will operate safely and reliably for many years to come.

Ardent Lift Consultancy will always work to find the best value solution whilst ensuring the highest of standards are always adhered to.

If you would like any advice, please get in touch where one of our dedicated team will be happy to help.

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Feature: Major Works and Service Charges

How Forward Planning and Expert Help Can Take the Pain Out of Major Works

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Major works can be a major headache, with frustrations for landlords, managing agents and leaseholders alike. In the worst cases, major works are expensive, disruptive and – perhaps worst of all – unpredictable. All of these problems can be mitigated, however. And the last one is the key to the others.



If major works are undertaken only reactively when problems arise, costs can spiral out of control and works can go on longer than anticipated, leading to conflict between leaseholders and managing agents. On the other hand, if the managing agent has in place a planned maintenance programme that incorporates major works, costs can be minimised and works can be scheduled for maximum efficiency and minimum disruption. In the right hands, those works will then be carried out on schedule and on budget, and – crucially – with full buy-in from leaseholders, and any conflicts quickly nipped in the bud.

What counts as major works?

With the right expert help, then, major works needn't be daunting. But what exactly is included under the label of 'major works'? They can include external and internal repairs, refurbishment, renewals and whatever redecorations are needed to maintain a building's life and enhance residents' enjoyment of it. The legal definition of major works is important because it triggers the so-called Section 20 process. This refers to Section 20 of the Landlord and Tenant Act 1985, which makes it a legislative requirement that leaseholders are consulted prior to any works being instructed when any one's leaseholder's share exceeds £250.

In practical terms, that means works involving roof repair and replacement, window repairs, brick and concrete repairs, repointing and external redecorations. Internal works to the common areas typically include wall and ceiling repairs, lighting upgrades and fire safety upgrades. Usually, there are two stages to the Section 20 process before such works can begin. The Stage 1 notice gives leaseholders the chance to make observations on the proposed works and potentially nominate contractors. The Stage 2 notice will give leaseholders the estimated costs from the tenders received. Depending on how Stages 1 and 2 go, there can also be a Stage 3, in which the landlord explains their choice of contractor.

What planned maintenance involve?

So far, so simple. But, of course, the devil is in the detail. The key to success is to have plans in place long before major works actually take place. And that means starting with financial plans. Best practice is for landlords or managing agents to have a comprehensive Capex plan in place that's fully aligned with their planned maintenance programme. This will enable them to set the right service charge to cover anticipated costs. Where the lease permits, it should also include a reserve fund to cover any unanticipated costs.

Planning proactively, with regular inspections and surveys, is the best way to avoid unpleasant surprises. It also enables managing agents to schedule works more efficiently. For example, if scaffolding is required for relatively urgent works, it's a good idea to bring forward any less urgent works that require scaffolding too, saving on unnecessary cost and disruption further down the line.

A proactive plan is also a great asset when it comes to the Section 20 process. It means landlords and managing agents can show leaseholders that their plans have been carefully considered and make long-term financial sense. This is essential to getting leaseholders' buy-in. They are also far more likely to put up with the temporary inconvenience of scaffolding or associated noise if they understand the benefits.

Where do surveyors come in?

Building surveyors should obviously be involved in undertaking the inspections and surveys that inform a landlord's planned maintenance programme. But they can also do much more. For example, at Earl Kendrick, we work collaboratively with our clients to produce scoping documents detailing recommended repair and improvement works. This includes Capex planning: calculating projected costs and ensuring sufficient funds are in place for the future upkeep of their properties.

We are also closely involved in the Section 20 process, and often attend resident sessions to help explain what's proposed and why. These sessions are often invaluable, as allowing the residents to meet with our team helps build a collaborative approach to the whole process. Sometimes it's about explaining technical details, sometimes about sharing the bigger picture about why the works matter. And sometimes surveyors are called on to bring more diplomatic skills to bear on managing and resolving any tensions!

Ultimately, major works are not just about repairing and maintaining buildings, but about looking after people's homes. That means a holistic approach is needed to ensure everyone's interests are taken into account. Undertaking major works involves an emotional investment as well as a financial one, and that's why it can be so stressful. With the right planning and the right expert help, however, both costs and stress can be kept to a minimum.

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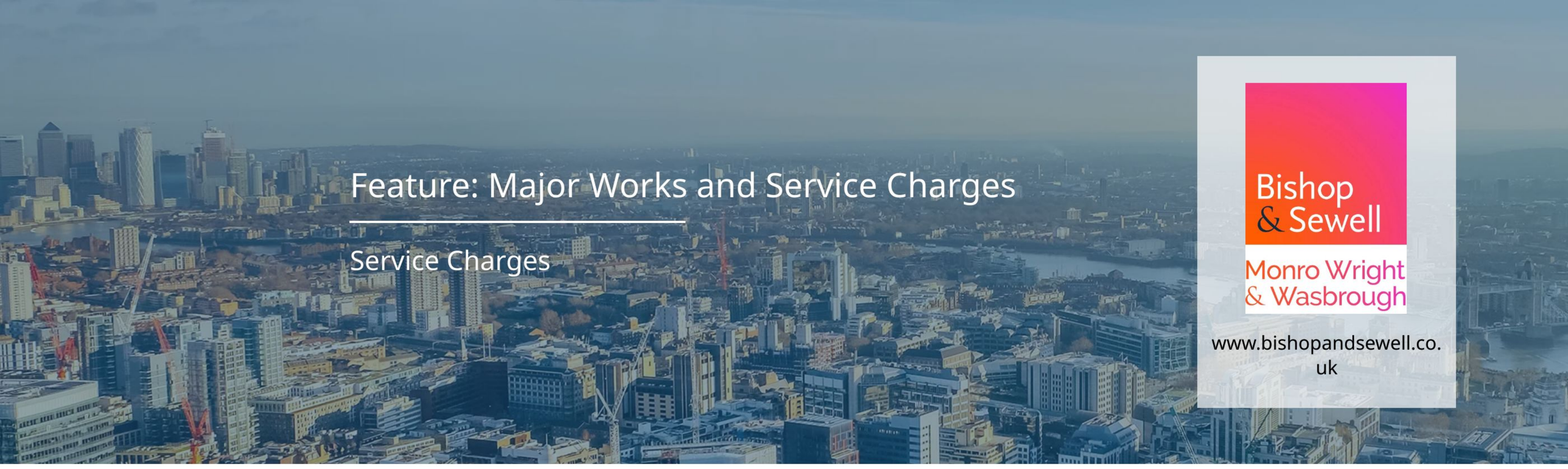

Feature: Major Works and Service Charges

Service Charges

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Service charges are sums payable by leaseholders for services, repairs, maintenance and management costs which are arranged by a landlord (freeholder) in accordance with obligations under the terms of a lease. Service charges typically vary each year and can increase or decrease without limitation.

Increasingly, many leaseholders are experiencing substantial increases in the service charges demanded by their landlord. Some are left unable to pay, and large numbers are struggling to sell properties with such high service charges attached to them.

Rising Service Charges

According to the Association of Residential Managing Agents (ARMA), the average service charge for a London property is approximately £1,800 – £2,000 per year. This is an increase of around 52% from 2018 when the average was around £943 per year.

A number of factors may be contributing to higher service charges. Inflation has led to an increase in the cost of materials and labour for repairs and maintenance. There is also an increased need for more advanced management of buildings as well as enhanced fire safety measures in some buildings following the Grenfell Tower disaster and subsequent Building Safety Act 2022. Managing agents have seen an increase in buildings insurance premiums and soaring energy costs, the costs of which are met by leaseholders.

Although there may be an explanation for these higher charges, such increases must still be 'reasonable'. Leaseholders are entitled to ask their landlord for summaries of their service charge account and invoices for the services which relate to the previous accounting year. This may provide further clarity as to how the charges have been calculated and what they relate to.

Major Works

A particular issue arises when leaseholders are notified that major works need to be carried out to the exterior, structure and/or common parts of the building, and that they are required to cover these costs in accordance with the terms of their lease. Major works will not include works required to the interior of a leaseholder's own flat, and the lease should be reviewed to check what is included within a leaseholder's responsibilities. If works are estimated to cost each flat more than £250, then a consultation process governed by Section 20 of the Landlord & Tenant Act 1985 will need to be followed by the landlord so that leaseholders are properly advised and consulted on the proposed major works. An open line of communication should be kept with leaseholders throughout the process, and they should be given the opportunity to comment on the planned works.

Leaseholders may be able to discuss payment options with their landlord to assist with charges for major works. If a 'sinking' or 'reserve' fund has been paid into by leaseholders, this may cover part or all of the works.

Challenging the Reasonableness of Service Charges

Leaseholders have the right to challenge the reasonableness of their service charges at the First-tier Tribunal (Property Chamber) to determine whether the charges are payable. Tribunal proceedings can be complicated and it is recommended that expert legal advice is sought.

It should be noted that service charges cannot be challenged if a leaseholder has already agreed to pay the charge.

Recent Changes in the Law

The Leasehold and Freehold Reform Act 2024 (the "Act") became law on 24 May 2024 and has addressed some of the issues faced by leaseholders in relation to increasing service charges. Amongst many other provisions, the Act seeks to provide leaseholders with more transparency regarding their service charges by placing an obligation on landlords and managing agents to issue bills in a standard format, allowing for scrutiny by leaseholders. Landlords will also be required to publish a schedule of administration fees, which will not be recoverable from leaseholders if not published.

Previously, the right to challenge service charges only related to variable service charges. However, the Act will afford leaseholders who pay a fixed charge some protection from seemingly excessive charges.

Further, the Act removes the preconception that a leaseholder is obliged to pay their landlord's legal costs when challenging poor management.

Many provisions of the Act will require the new government to pass detailed secondary legislation before it comes into full effect. We will be keeping a close eye on any further changes made in upcoming months.

Overall, rising service charges may lead to an increase in challenges by leaseholders. It is therefore important for management companies and managing agents to deliver a high standard of service and to ensure the service charge accounts are accurate and properly managed.



About the Author

Lauren Fernandes, Solicitor at Bishop & Sewell.

Lauren joined Bishop & Sewell in April 2023 as a Solicitor in the Litigation team. Prior to this, Lauren worked at a firm in the City and trained at a firm in the West End where she gained experience in property, company and litigation matters.

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Feature: Major Works and Service Charges

Section 20 & A Case in Point

www.jbleitch.co.uk

As readers will no doubt be aware, the main legislation relating to major works is Section 20 of the Landlord and Tenant Act 1985.



Section 20 provides that, in relation to any "qualifying works" (often referred to as major works) or "qualifying long term agreements", the relevant service charge contributions of leaseholder tenants will be limited unless the consultation requirements have either been complied with or dispensed with by the First-tier Tribunal.

Qualifying works (or major works) are defined in Section 20ZA of the Act as meaning works on a building or any other premises. Qualifying Long Term agreements are agreements entered into by or on behalf of the landlord, for a term exceeding twelve months.

The Act requires landlords to 'consult' with leaseholders before carrying out any major works that would cost any leaseholder at the development more than £250 via their service charge contribution (as set out in Regulation 6 of The Service Charges (Consultation Requirements) (England) Regulations 2003).

The consultation process is set out in The Service Charges (Consultation Requirements) (England) Regulations 2003, specifically in relation to major works, as follows:

Firstly, a landlord must give notice in writing to all leaseholders, and any recognised tenant's association, of its intention to carry out the qualifying works. This is known as a notice of intention. A notice of intention must describe the works proposed in general terms or specify the place and hours during which a description of the works may be inspected, confirm the reasons why the works are necessary to carry out and invite any leaseholder observations in relation to the proposed works. A notice of intention must also invite the leaseholders to propose, within the relevant period (30 days) the name of a contractor from whom the landlord should try to obtain a quote from.

A landlord must have due regard to any observations received and must attempt to obtain a quote from any contractors nominated by leaseholders within the relevant period.

Secondly, a landlord is to send a statement of estimates to all leaseholders and any recognised tenant's association detailing at least two of the estimates received (ensuring that at least one is a company wholly unconnected to the landlord and that any estimates received from tenant nominated contractors are included), a summary of the observations received and the landlord's responses to those observations. A statement of estimates must make all estimates obtained available for inspection and must again, invite leaseholders to make any written observations within a relevant period. A landlord must have due regard to any observations received.

Finally, if a landlord intends to enter into a contract in respect of major works it must send a final notice, unless it is proceeding with a leaseholder nominated contractor or the cheapest estimate.

A notice of award of contract must be sent within 21 days of any contract being entered into and should include the landlord's reasons for awarding the contract to the specified contractor together with a summary of any observations received in relation to the estimates and the landlord's responses to them.

It is not always possible for landlords to complete the consultation process for various reasons, in which case it should make an application to the First-tier Tribunal under section 20ZA Landlord and Tenant Act 1985 for dispensation of those requirements.

In order for the First-tier Tribunal to make an order for dispensation, it will consider whether it is reasonable to do so and primarily, whether the leaseholders have suffered relevant (financial) prejudice as a result of the landlord's failure to consult.

Below, we look at a recent Upper Tribunal case which asked that where a landlord proposed to undertake major works, did it conduct a consultation procedure sufficient to satisfy the requirements of s.20 of the Landlord and Tenant Act 1985?

The background

In *Ambercrown Ltd v Perrett and another [2024]*, the landlord undertook works to the roof of the subject property and sought to recover the costs of such works through the service charge. Each leaseholder would be liable for a sum exceeding £250, and the statutory consultation requirements of s.20 Landlord and Tenant Act 1985 applied.

The First-tier Tribunal found that the landlord had not carried out a consultation with the leaseholders as required by section 20, ordering that the landlord was only able to recover £250 from each leaseholder. The landlord appealed on the ground that it did consult, and that the FTT did not explain why its consultation was not adequate.

The question on appeal was whether a consultation carried out in 2019 and 2020 could be regarded as a consultation in respect of the roof works actually carried out in 2022.

The decision

The Upper Tribunal set aside the FTT's decision, finding that the FTT had not given reasons to support its finding that the landlord had not undertaken sufficient consultation.

The landlord had argued that it had undertaken consultation in 2019 and 2020, and the UT concluded that the FTT had not considered the landlord's case, nor explained why these consultations did not meet statutory requirements. The leaseholders had admitted the service charges in question and that the works were required to be carried out. As a result, the UT substituted its own decision that there was no jurisdiction to determine the payability of those charges as they had been "agreed or admitted by the tenant". The practical result of this was that payments already made by the leaseholders did not have to be reimbursed.

Advice and action for landlords

This decision, albeit determined in the landlord's favour, is nevertheless a timely reminder that landlords must wholly follow the statutory consultation procedure in accordance with the requirements of s.20 are met. Where the statutory consultation process cannot be followed, a landlord may seek dispensation of the consultation requirements in the First-tier Tribunal.

The *Ambercrown* decision is reassuring however, with the decision taking into consideration the FTT's reasoning in its decision, whether the leaseholders had paid the service charges in question and whether it was accepted by the leaseholders that the works were required.

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Feature: Major Works and Service Charges

The Impact of Leasehold Reform on Service Charges

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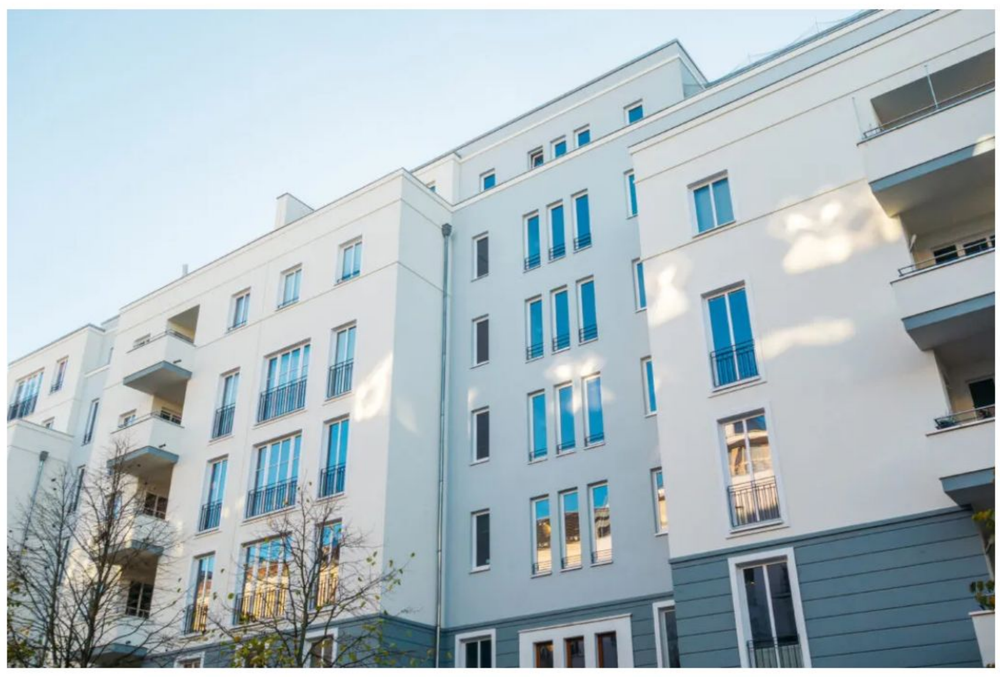
Leasehold reform has been a significant topic of discussion in recent years. One notable area of discussion has been the potential impact of the Leasehold and Freehold Reform Act 2024 on service charges for leaseholders in the UK.

The reforms aim to increase transparency and fairness in the calculation and presentation of service charge demands. Key changes include the standardisation of demand formats, mandatory detail in the breakdown of service charge costs, tighter regulations on allowable charges, and enhanced rights for leaseholders to challenge unreasonable charges.

This article explores these changes and their financial implications for both leaseholders and freeholders alike.



Service Charge Demand Format

Currently, service charge demands can be produced in any format. They must include the landlord's name and address and the "summary of leaseholders' rights and obligations", but that's where the requirements end.

Under the new regulations, all service charge demands must be provided to leaseholders in a specified format. The information included and the way it's presented to leaseholders will also be specified.

These details have yet to be laid out in the forthcoming Regulations, but any breach of the requirements will make any non or late payment provisions in the lease unenforceable. Leaseholders will also be able to apply to the First-tier Tribunal to force landlords to supply their demands correctly.

Future Demand Notices

Currently, service charges relating to a cost incurred more than 18 months previously cannot be charged to leaseholders unless the landlord provides written notice of the pending charges within the time limit.

There is no specified format for these notices- only that they must be sent to leaseholders within 18 months of either paying the fees or receiving an invoice. They must detail the charge amount and state that the charges will be collected in due course.

Under the new regulations, a prescribed "future demand notice" must be served instead. The notice will have to be provided in a standardised format and contain the required information to be enforceable. Again, the Regulations will soon lay out the terms.

Fixed vs Variable Service Charges

The Act provides equal protection for leaseholders who pay a fixed service charge amount, and those whose demands vary. Currently the protection against excessive demands is reserved for those paying variable demands. The same protection is now afforded to both.

For those paying variable charges and who are one of a certain number of leaseholders (this has not yet been specified), the Act provides further protection by obligating landlords to provide accounting information in a specified format at the end of each accounting period. This must be accompanied by a written report drawn up by a qualified accountant, detailing the expenditure. The cost this incurs can be added to the service charge bill.

Whether you're paying a variable or fixed rate service charge, the Act requires landlords to provide a service charge report at the end of each accounting period. Leaseholders can apply to the First-tier Tribunal if this is not provided.

Information Requests

While the details of this are still pending, the Act provides leaseholders with the right to request detailed information from their landlord or managing agent to support a service charge demand. Contracts, invoices, receipts and a written explanation of the decision-making behind the expenditure can all be requested to help leaseholders judge whether a demand is reasonable.

Insurance Costs

Insurance premiums will continue to be charged to leaseholders via their service charges. However, tighter rules are now in place including the abolishment of commission payments to landlords and managing agents, and strict timelines for the provision of information for leaseholders.

Additional insurance costs will no longer be recoverable via service charges. The "permitted insurance payment" will be detailed soon, but it's expected that the only cost that can be passed to leaseholders will be the necessary premium.

If landlords or managing agents charge anything other than the permitted payment, leaseholders will be able to apply to the First-tier Tribunal for the cost to be refunded. Leaseholders can also apply for damages.



The Cost of Litigation

This is probably the most impactful element of the Act. Landlords will no longer be able to charge their legal fees back to leaseholders via the service charge. The Act goes far enough to ensure that this rule will override any provision in the lease that states the contrary.

The onus will be on landlords to convince the First-tier Tribunal that their costs should be covered by leaseholders who challenge their service charge demands in court. Leaseholders will also have the right to claim their litigation costs from their landlord if they take their case to Tribunal.

When Will the Act Come into Effect?

The Act has been given Royal Assent, but the new Government elected on the 4th July will need to decide when the regulations are released and enforced. This is expected to take some time, but there is hope that all elements of the Act will be in place by the end of 2024.

Head to the Residentsline website for information on all of our products and services or, if you'd like to speak to one of our fantastic, specialist team, give us a call on 0800 281 235.

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At Residentsline, our flats insurance policies are tailored to your needs; created for all sizes and types of blocks of flats and apartments. Our insurance cover also includes the option to include directors and officer's liability insurance, terrorism insurance, lift cover or legal expenses protection as part of your policy or as a separate policy if desired.

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Feature: Major Works and Service Charges

Regulations and Compliance in Major Works for Blocks of Flats

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Major works can be expensive and disruptive, with far-reaching effects on your own investment and the desirability of the building. As leaseholders, you need the assurance that the works are necessary, being carried out by suitable professionals, and for a fair price.

Major works entail a great deal of planning and regulatory compliance, not least of which is the Section 20 process. Your landlord or managing agent must follow this process if the costs are to be covered by service charges.

Here we'll be discussing what the Section 20 process entails, under what circumstances it can be avoided, and the consequences for non-compliant landlords.

What Are Major Works?

You may hear the term "major works" or "qualifying works" when your landlord or managing agent is describing large-scale works deemed necessary for the property. Both are interchangeable terms, but the latter is used in the Landlord and Tenant Act 1985 to describe works that can be recharged to leaseholders via the service charge.

Sometime, a "reserve" or "sinking" fund is in place which can cover some or all of the costs. If you've been paying into such a fund via your service charges, you can expect that this will be used to mitigate the costs of any major works. The amount it will cover will depend on the cost of the work, the terms of your lease and the amount of money currently in the pot.

Depending on what is stated in your lease, the charges may be added to your annual service charge demand, or it may be charged as soon as necessary. More modern leases allow for the works to be paid for in advance of completion.

An Overview of the Regulations

In the UK, regulations for major works in blocks of flats ensure that landlords carry out only necessary repairs and maintenance. These rules also protect tenants from unfair costs. The key legislation that leaseholders need to be aware of is Section 20 of the Act.

Section 20 outlines a process that landlords must follow if they plan any major works to the building that will cost leaseholders more than £250 each. It requires landlords to consult with tenants, ensuring that they are informed and have a say in the work being done, by who and at what cost.

To comply with Section 20, landlords must follow a specific process:

- **Notice of Intention**

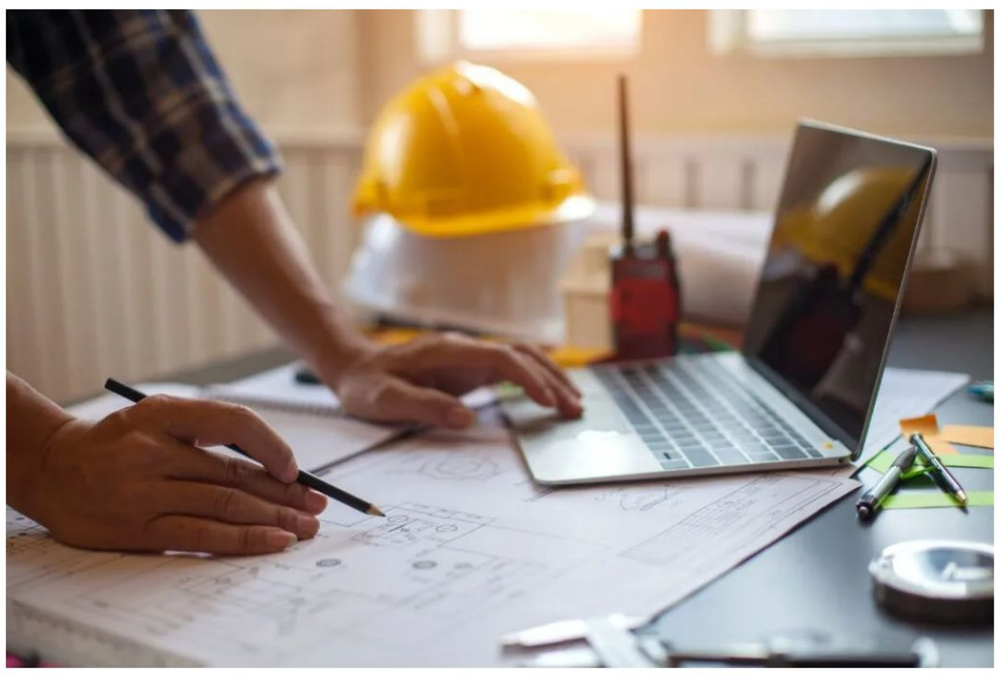
Firstly, the landlord or property management company are required to serve a "Notice of Intention" to the leaseholders. This notice must detail the proposed works and the reasons behind them, inviting leaseholders to submit their responses within a specified timeframe (usually 30 days).

- **Obtaining Estimates**

Once this timeframe has elapsed, the landlord or property management company must provide leaseholders with at least two estimates for the proposed works. These estimates should be from different contractors and should be sent to the leaseholders along with a summary of the responses received from all residents. Leaseholders should then be given another opportunity to submit their comments.

- **Notice of Reasons**

After considering the estimates and the observations of leaseholders, the landlord or property management company must send a "Notice of Reasons". This includes details of the chosen contractor, the costs involved, and any other relevant information. Leaseholders have the right to seek further information and potentially challenge the choice of contractor or the costs. If leaseholders believe that the costs are unreasonable, they can apply to the First-tier Tribunal (Property Chamber) for a determination.



It's important to note that the Section 20 procedure may vary slightly depending on the specific situation and the value of the works or agreements. In some cases, the procedure may be shorter or have certain exemptions. The goal of the procedure is to ensure that leaseholders are informed, consulted, and have the opportunity to influence decisions that impact their financial responsibilities and the quality of their living environment.

Consequences for Non-Compliance

Failure to comply with the Section 20 procedure can have legal consequences, including potentially limiting the amount that leaseholders are required to pay for the works, or even making the costs entirely unenforceable.

This can result in significant financial losses for landlords. Moreover, non-compliance can damage trust between landlords and tenants, leading to disputes and potential legal action.

Summary

The regulations and compliance requirements for major works in blocks of flats are essential for protecting both landlords and tenants. Understanding and following Section 20 of the Landlord and Tenant Act 1985 is crucial. Proper consultation ensures transparency and fairness, which helps all parties avoid disputes and financial penalties. By adhering to these regulations, landlords can maintain good relationships with tenants and ensure necessary work is completed without issue.

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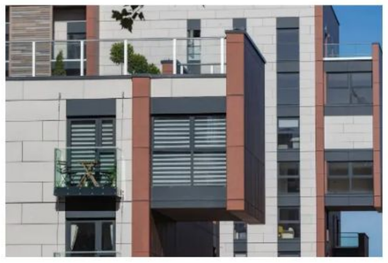

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Feature: Major Works and Service Charges

Financial and Legal Considerations of Major Works

www.blockinabox.co.uk

Tips for Flat Owners and RMCs on Planning and Budgeting for Major Works for Blocks of Flats and Apartments



Major works on blocks of flats and apartments such as structural repairs, upgrades and extensive refurbishments are crucial for maintaining the property's safety, functionality and value. For flat owners and Resident Management Companies (RMCs), effective planning and budgeting for these projects involve a combination of financial prudence, legal compliance and clear communication.

This article outlines key tips on managing these aspects focusing on the importance of a sinking fund, insurance considerations, obtaining quotes and selecting contractors, legal obligations and communication with residents.

Importance of a Sinking Fund

A sinking fund, also known as a reserve fund, is an essential financial tool for any residential block. This dedicated fund is built up over time through regular contributions and is used to cover the cost of major works and unexpected repairs. Key benefits include:

- **Financial Stability:** By spreading costs over time, the sinking fund helps avoid sudden, large financial demands on flat owners and residents.
- **Prompt Maintenance:** With a well-funded reserve, essential repairs and upgrades can be addressed without delay, which prevents further damage and higher costs.
- **Property Value:** Regular maintenance funded by a sinking fund helps to maintain and enhance the property's value.
- **Resident Assurance:** Knowing that a sinking fund exists reassures residents that future maintenance needs are planned for, reducing the potential for disputes.

Insurance Considerations

Choosing the right contractor is critical to the success of major works. The selection process should involve:

1. **Clear Project Scope:** Define the project scope in detail, specifying timelines, materials and any specific requirements.
2. **Competitive Quotes:** Obtain quotes from multiple reputable contractors to compare costs and services.
3. **Verification:** Check contractors' credentials, including licenses, insurance, past projects and references.
4. **Detailed Quotations:** Ensure that the quotations are detailed and transparent, outlining all costs to avoid hidden expenses.

Balancing cost, reputation and quality in the selection process is essential to ensure the project's success and longevity.

Legal Obligations

Adhering to legal requirements is fundamental when planning major works. RMCs and flat owners must:

- **Review Lease Agreements:** Understand the rights and obligations of both the property owners and the residents as outlined within the lease.
- **Obtain Necessary Permissions:** Secure any required planning permissions and comply with relevant building regulations.
- **Serve Proper Notices:** Legally notify residents about the planned works, providing detailed descriptions, timelines and financial implications.
- **Formal Contracts:** Ensure all contracts with contractors are legally binding and cover all aspects of the project, including dispute resolution mechanisms.

Compliance with legal requirements ensures the project proceeds smoothly and minimizes the risk of litigation.

Communication with Residents

Effective communication with residents is vital to the successful execution of major works. Key steps include:

- **Early Notification:** Inform residents about the planned works well in advance, explaining the need, scope and benefits.
- **Regular Updates:** Provide consistent updates about the project's progress, any changes in the schedule and any expected disruptions.
- **Feedback Channels:** Establish mechanisms for residents to voice concerns and ask questions, making sure that their input is considered.
- **Transparent Financial Reporting:** Clearly outline how the sinking fund and other resources are being utilised, fostering trust and cooperation.

Maintaining open and transparent communication with residents helps mitigate frustrations and promotes their support for the project.

Conclusion

Planning and budgeting for major works on blocks of flats and apartments involves a careful balance of financial planning, legal compliance and effective communication. By establishing a sinking fund, securing appropriate insurance, diligently selecting contractors, adhering to legal obligations and maintaining open lines of communication with residents, flat owners and RMCs can ensure that major works are executed smoothly, preserving and enhancing the value and safety of their properties.

Block in a Box has been created to assist self-managed Residents' Management Companies, Right to Manage Companies and Residents' Associations, their blocks of flats and the leaseholders that live in them by providing a mix-and-match toolbox supplying all the services you need.

We designed it with a steering committee of directors and association members to provide something that would truly help.

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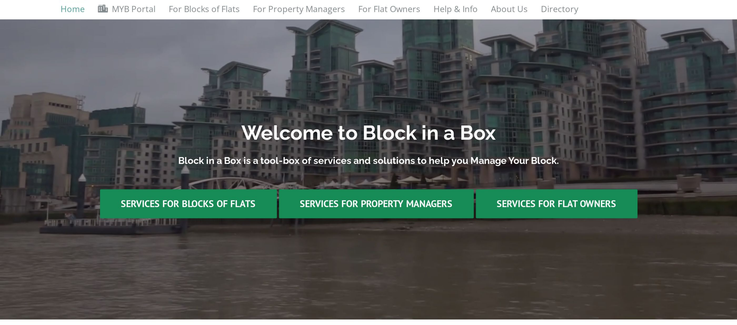

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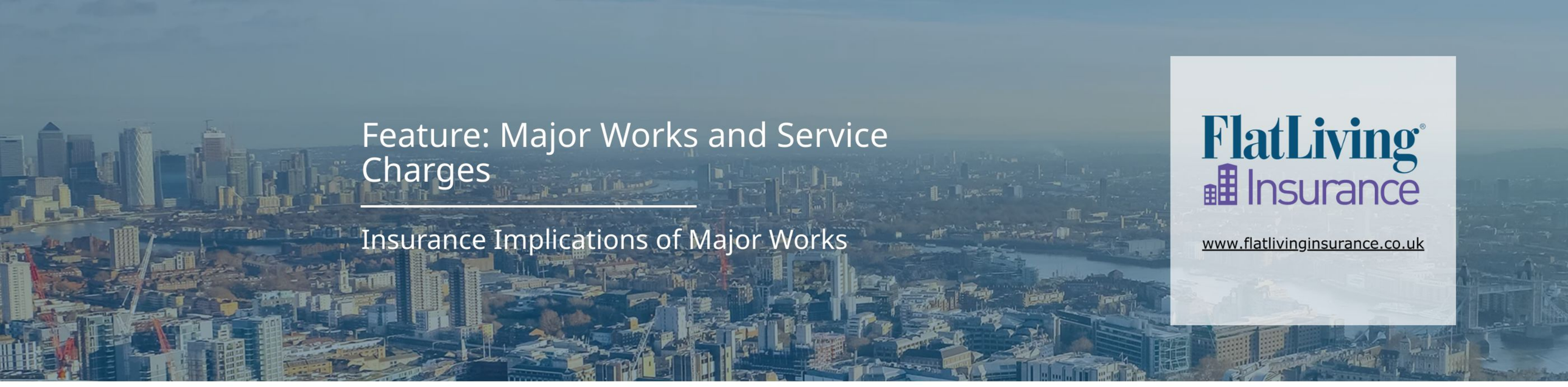

Feature: Major Works and Service Charges

Insurance Implications of Major Works

www.flatlivinginsurance.co.uk

Major works are aptly named. They often involve significant renovations or repairs such as roof replacements, structural alterations, or extensive refurbishments. They're complex and costly, but necessary for the integrity of the building.

Leaseholders must have their say in any major works via the Section 20 process. But how much do leaseholders know about the implications of major works on their insurance? Here we'll be outlining the potential impact on insurance premiums, how to make sure you're adequately covered during and after any major works, and how to handle the claims process effectively.

Insurance Coverage

For most leaseholders, the job of sourcing and arranging insurance is left to a managing agent or landlord. But making sure you're asking for information re your current and future coverage is an important part of protecting your own, personal investment.

Adequate insurance is always vital, but making sure you're adequately covered during and after major works is of the upmost importance. In addition to your usual coverage, you may need some additional policies in place during major works:



- **Contract Works Insurance**

This covers any loss or damage to the property during the renovation or repair. It's vital for safeguarding against unforeseen incidents during the construction period.

- **Public Liability Insurance**

This protects against claims for injury or damage to third parties. Contractors often have their own public liability insurance, but it's wise for property owners to have this cover too.

- **Professional Indemnity Insurance**

If professionals such as architects or surveyors are involved, this insurance covers any legal costs and claims for negligence or errors in their work.

- **Contents Insurance**

As a leaseholder living in a unit during the works, or even just storing belongings on site while work is completed, this insurance covers your personal possessions against theft, loss, or damage. It's wise to have this in place at all times, but becomes even more necessary during major works.

Potential Impact on Premiums

With additional policies comes additional cost. You can expect your service charge to increase to cover the additional premiums and you may wish to pay for your own contents insurance too.

In terms of your standard buildings insurance, this premium may also increase due to:

- **Increased risk**

During renovations, the risk of damage or accidents increases. Insurers may raise premiums to reflect this higher risk. Property managers and landlords can control this increase by evidencing their mitigating processes.

- **Temporary cover adjustments**

Insurers may need to add to an existing policy to ensure adequate coverage. This additional cover will last for the duration of the works.

- **Higher value post renovation**

Post-renovation, the value of the property may well increase. A higher-value property typically means higher insurance premiums.

Ensuring Adequate Coverage

To ensure you have adequate coverage during and after major works, your landlord or letting agent (or you, with regards to contents insurance) should follow these steps:

1. Review existing policies: Before starting any work, review your existing insurance policies to ensure they cover the scope of the planned works.
2. Communicate with your insurers: Inform your insurers about the planned renovations. They can advise on necessary adjustments to your coverage.
3. Get written agreements from your insurer: Ensure any additional cover or changes in policies are documented in writing. This prevents misunderstandings and provides clear terms for both parties.
4. Post-completion review: Once the works are completed, reassess your insurance needs. Update your policies to reflect the changes in the property's value and condition.

The Claims Process

If you or your landlord need to make a claim during major works, it's likely to be during a stressful situation. Preparing for this eventuality can reduce the amount of stress and ensure that the claims is processed smoothly.

Ensure that your managing agent or landlord is keeping detailed records of the work. This includes contracts, receipts, photos of before, during and after the works, invoices, email exchanges etc. If you receive any correspondence regarding the works, keep a diligent paper trail- and take photos of your unit before during and after the works too. Insurers may well ask to see evidence.

It's also wise to assume that insurers will need to opinion of a specialist third party before paying out. Keeping some funds in the budget for site visits and inspections by surveyors and legal professionals is a good idea to save additional expense.

If a claim becomes necessary, make the call as soon as practicable. Delayed reports make for a lengthier, more complicated process.

Summary

Major works to leasehold properties can have significant insurance implications. Having the right insurance coverage is crucial to protect your investment and manage any risks. Review your insurance policies, communicate with your insurers, and ensure you have adequate coverage before, during, and after the renovations. By understanding the insurance implications, leaseholders can better prepare for major works and protect their property effectively.

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Feature: Major Works and Service Charges

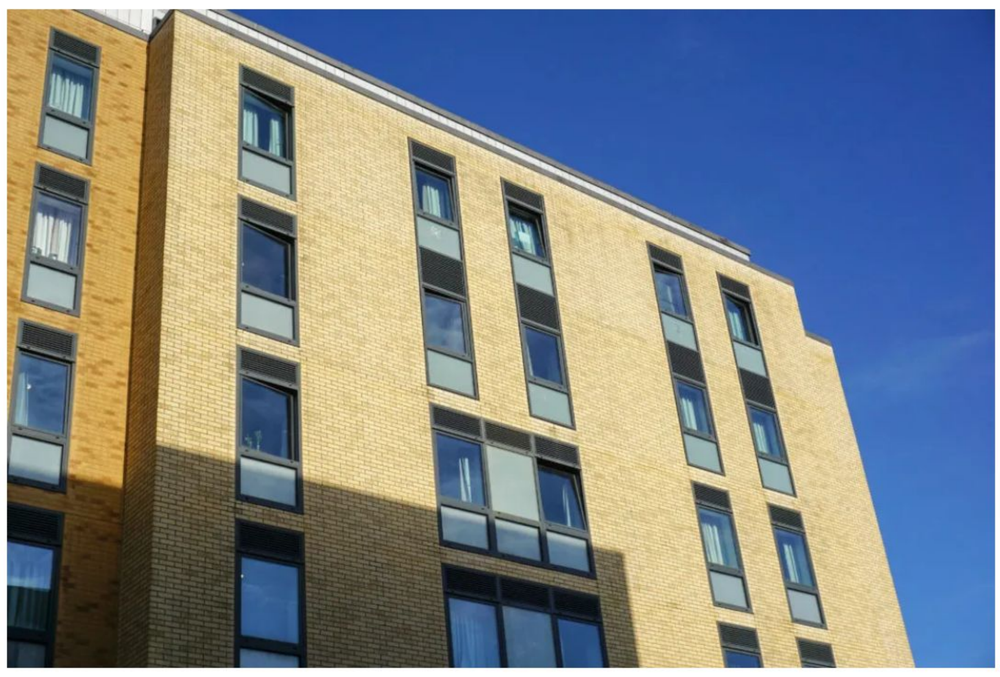
How to Review and Challenge Service Charges

ManageYourBlock™
www.manageyourblock.co.uk
tel: 0333 577 9070

Service charges are an integral element of buying a leasehold property. Becoming a leaseholder gives you ownership of your unit (flat) within a shared building for the length of the lease term. The building itself remains under the ownership on the landlord who demands a service charge from all leaseholders.

These charges cover the cost of maintenance, necessary improvements, utilities, management fees and insurance. Under new legislation, service charges will be outlined in a standardised format in the hope that this will allow leaseholders to better understand where their money is being spent, and to challenge charges that seem inappropriate.

If you receive a service charge statement that you believe to be unjust, or if you think the works you're being charged for were not carried out to the correct standard, there are steps you can take to challenge your landlord and potentially reduce the costs.



What Should a Service Charge Statement Contain?

Firstly, service charge statements are only payable if they include the following information:

- The landlord's name and address (not that of the agent, if there is one)
- A summary of "leaseholders' rights and obligations"

If the demand doesn't contain these details, leaseholders have a legal right to withhold payment until the demand is reissued correctly.

Reviewing the Basic Details

The second step is to carefully review your service charge statement. It should outline the charges you are being asked to pay. For each line item, check the following:

- Dates: Ensure the charges cover the correct period.
- Descriptions: Each charge should have a clear description of what it covers.
- Amounts: Check if the amounts seem reasonable.

Under section 20B of the Landlord and Tenant Act 1985, there is an 18-month time limit for landlords to claim back costs. This means that service charges cannot be recovered from leaseholders more than 18 months since the costs were incurred. Case law suggests that costs are deemed "incurred" when the landlord either pays them or becomes liable for payment, e.g. by receiving an invoice.

Landlords can avoid this pitfall by writing to leaseholders within the 18-month time limit to let them know that the costs have been incurred. They must detail the amounts and let leaseholders know that they will be recovered in due course.

Understanding the Breakdown of Charges

Understanding what you are being charged for is crucial. Service charges typically include fees relating to:

- Maintenance: For cleaning, gardening, and general upkeep of communal areas.
- Repairs: For completing any necessary repairs in communal areas.
- Management: Fees charged by the managing agent for their services.
- Utilities: Costs for communal electricity, water, and other utilities.
- Reserve or Sinking Fund: Contributions towards a fund for future large-scale repairs or maintenance.

If major works are required (works that will cost each leaseholder more than £250) then the Section 20 process must be followed. This is another section of the Landlord and Tenant Act 1985. The process involves inviting leaseholders to have their say in who is appointed to carry out the works and to see any estimates before a decision is made. Ultimately, the costs will be recovered as a service charge and must therefore be "reasonable".

Comparing Your Demand with the Lease Agreement

If you suspect that unfair charges are being incurred, it's best to first compare the charges listed on your statement with what is outlined in your lease agreement. Your lease should specify what can and cannot be charged. If there are discrepancies, this could be a basis for challenging the demand.

Requesting Further Information

If any charges seem unclear or unjustified, you have the right to request further information. You'll need to write to your managing agent or landlord, asking for a detailed breakdown of the charges. They should provide:

- Invoices and receipts as proof of the costs incurred
- Contracts for services being charged back to leaseholders
- A clear explanation of why the charges were necessary

Challenging Unfair Charges

If you still believe the service charges are unjust, or if you believe the works were not carried out to an acceptable standard, you have the right to challenge them.

Your first step should be to speak to your landlord or managing agent to come to an informal agreement. If that doesn't work, you can make a formal complaint via their complaints procedure- if you choose to do this, make sure you file all correspondence carefully.

If you're still unhappy, free advice can be sought via the Leasehold Advisory Service, a Government-funded organisation. They can provide advice on how best to challenge your demand. They may advise that you take the legal route. To do this, you'll need to apply to the First-tier Tribunal (if you're based in England), or the Leasehold Valuation Tribunal (if you're in Wales).

The tribunals are independent bodies who will be able to decide if the service charge demand is reasonable and chargeable, in part of in full. You may wish to seek professional advice before progressing down the legal route- an experienced leasehold or property law solicitor would be best, as they can gain a full understanding of your unique situation before advising appropriately.

Preventing Future Disputes

To help avoid future disputes, there are steps you can take. You can attend all leaseholder meetings to make sure you're in the loop with plans for the building and have an understanding of how those plans may affect your service charges. You can also request annual statements of the building's accounts so you can keep track of expenses incurred.

Maintaining open communication with other leaseholders, your managing agent and/or landlord is the best way to avoid any disputes. Early discussions around costings and fees can prevent misunderstandings and nasty surprises.

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Who is Manage Your Block For?

Manage Your Block is a nifty online portal specifically designed for anybody managing a block of flats, including:

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Set diary reminders to ensure you don't forget anything.

Documents

Securely hold all your block's documents in one place. Examples of what you may want to store include: copy leases, financial records, fire evacuation procedures, along with other day-to-day procedural documents.

Notes

Make sure you have an audit trail by adding notes for anything important.

Quotes

Request quotes from your preferred contractors or use one of our recommended specialists. You can also issue work orders to accept quotes.

Save

Our trustworthy online space lets you keep your most important documents safe, and you will have access day and night, wherever you are.

Contractors

Keep a list of your key contractors, for example, plumbers, decorators, gardeners, window cleaners in one place.

Contacts

All the owners and residents in your block can be added to your contact list, so you can keep track and update it. You'll always have all of this contact info at your fingertips.

Calendar

Record key dates and reminders, for example insurance renewal date, health & safety risk assessment due date, date to send out service charges.

Alerts

Broken down lift? Power shortage? Local crime issues? Provide instant alerts out to all residents with one simple alert.

The Importance of Directors and Officers Liability Insurance

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www.protectyourdirectors.co.uk

Belinda Bagnall, Managing Director of Residentsline explores the significance of Directors' and Officers' Liability Insurance for your Residents' Management Company.

As a member of a Residents' Management Company, you have a range of responsibilities to ensure the smooth running of your block of flats.



This may include:

- Finance and accounting
- Service charges
- Insurance needs
- Maintenance
- Inspections
- Major works and reparations

This can sometimes be an exhaustive list; it requires a great deal of planning and experience to successfully manage a block of flats or apartments. As such, it can often be easy to make mistakes.

A vital thing to remember here is that, whilst mistakes often happen, any mistakes which cause an incident such as damage or personal injury can result in legal action being taken against the Residents' Management Company.

This is because the directors and officers of the Residents' Management Company are held liable for any decisions taken when acting in their position.

This may seem unfair. After all, being a director or an officer of a Residents' Management Company is a voluntary role which requires a lot of time and effort on behalf of the residents in the block. As such, it can be difficult to understand how directors and officers can be penalised so heavily. Regardless, the fact remains that directors and officers require suitable protection in case of legal action being taken against them.



Directors' and Officers' Liability Insurance

This type of insurance cover provides protection towards members of Residents' Management Companies and their legal liability. Underwritten by AVIVA Insurance, our policy protects directors and officers against the cost of potential claims for alleged wrongful acts.

These may include:

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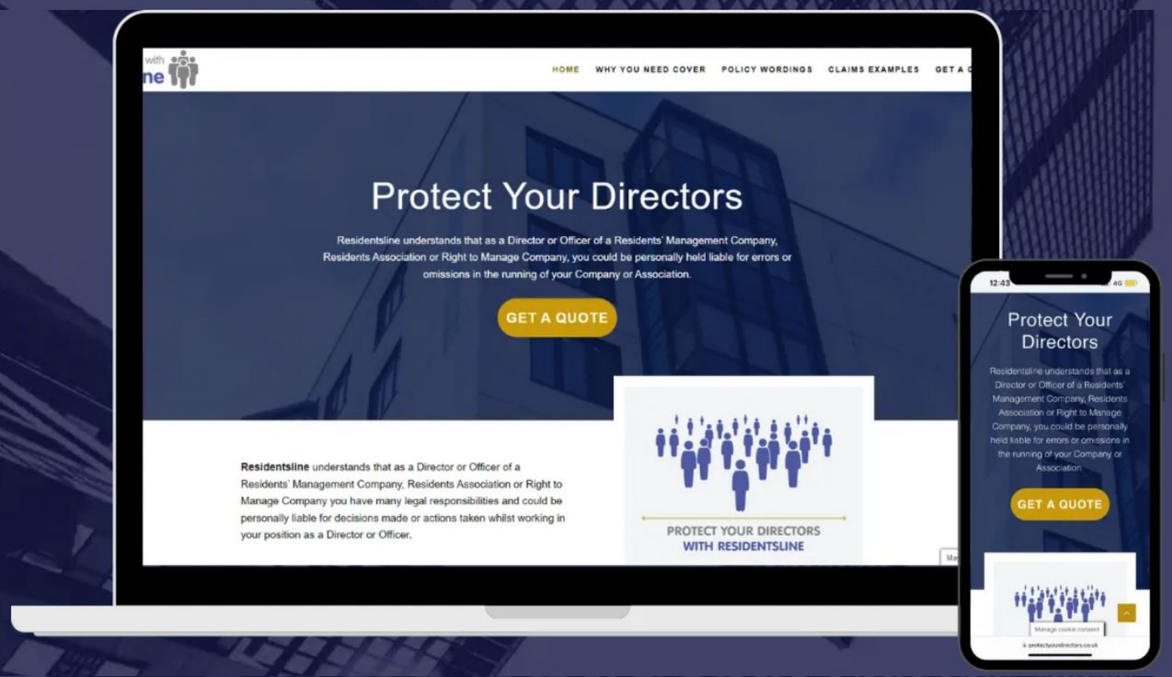

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Featured Job Vacancies

Are you looking for a new role, maybe a step up the career ladder? Take a look at a range vacancies in the block management sector from Block Recruit.

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Block Manager

Location: East Sussex

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Location: Central London

Salary: Circa £45,000

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Block Manager

Location: West Sussex

Salary: £30,000 - £37,000 + £3,000 car allowance (£40K Max)

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Block Manager

Location: Central London

Salary: £50,000

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Lettings Property Manager

Location: Essex

Salary: £24,000- £27,000 DOE

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Senior Client-Side Property Manager

Location: South East London

Salary: £60,000 - £75,000

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Assistant Block Manager / Block Manager

Location: East Sussex

Salary: £25,000 - £45,000

Tell me more

Accounts Assistant (Private Rental Sector)

Location: Hertfordshire

Salary: £24,000 - £28,000

Tell me more

Block Recruit

Block Recruit specialise in providing property professionals to all areas of the block management industry in the UK.

Visit the Block Recruit website to find out about other vacancies they have and how they can support you in finding the perfect new role.

BLOCK RECRUIT

Upcoming TPI Training Courses

TC110: Leaseholder Protections And Landlord's Certificates And Leaseholder Deeds Of Certificate



Dates

26 September 2024

Who should attend?

Those dealing with the scope of the Leaseholder Protections regulations, and involved in collating/reviewing Leaseholder Deed of Certificates and/or have been instructed to support or compile Landlord Certificates.

A half day course exploring the leaseholder protections under the Building Safety Act

Book your place

TC1: Introduction to Residential Property Management



Dates

16 - 17 September 2024

8 - 9 October 2024

3 - 4 December 2024

Who should attend?

This introductory course is ideal for those new to the sector with less than six month's experience in residential property management and those moving from letting to residential leasehold management.

Book your place

TC59: Managing Your First Portfolio – Legal Workshop



Dates

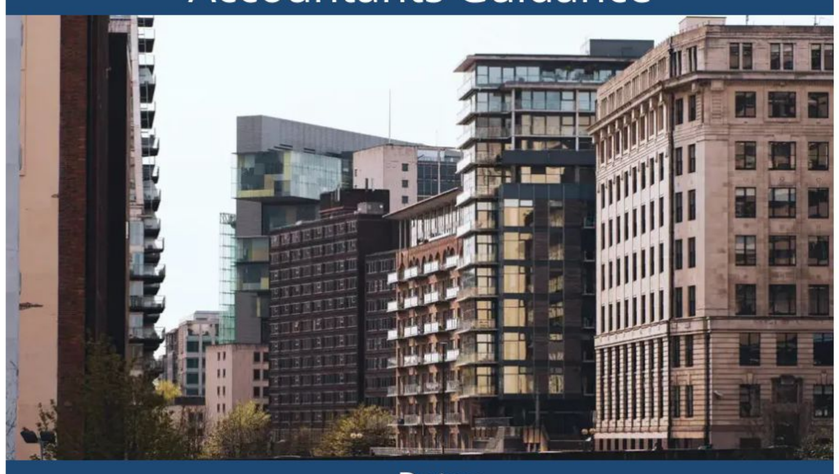
18 September 2024

Who should attend

This course is ideal for those new to block management and for property assistants moving onto portfolio management who have some knowledge of the legal framework governing residential long leasehold management but who need to become familiar with the essential information needed to safely and efficiently assist or manage a portfolio.

Book your place

TC11: Residential Service Charge Accountants Guidance



Dates

18 November 2024

Who should attend?

- Accounts staff who need to understand the requirements of lease and law in the production of accounts
- Property managers whose input is required during the service charge year from their clients
- It may also be suitable for senior managers who are responsible for the corporate strategy within their accounts department

Book your place

TC114: Introduction to Being an RMC/RTM Director



Date:

19 November 2024

Course Contents

Each flat owner is typically a member or shareholder in the RMC and members are appointed from amongst their number to become Directors. The RMCs are then run by these Directors. The duties of the company towards each Leaseholder are set out in the Leases for each flat. There is a mix of contractual duties, such as repairs, maintenance, insurance, and service charge accounting, and statutory duties, including setting reasonable levels of service charges and consulting on major works.

Book your place

TC66: Introduction to Fire Safety for Property Managers



Dates

12 - 13 November 2024

Who should attend?

The course is suitable for anyone who has a role in responding to, managing or overseeing building safety of those properties in scope of the Building Safety Act.

Course Contents

The aim of this course is to help you, your team and your clients understand who has accountability for the development of a Building Safety Case Report but also understand what is required, what support can be offered to AP/PAPs and how best to manage building safety in the long term.

Book your place

To view TPI's full list of training courses, **click here**.

Get in touch

Website: https://www.tpi.org.uk/

The Property Institute

Upcoming Events

TPI Annual Conference 2024



Date: Thursday 24th October 2024

The Property Institute Annual Conference 2024 attracts key decision-makers from TPI Company and Individuals members as well as Government representatives and key sector stakeholders.

Delegates get an in-depth look at the issues of block management and updates on the latest matters from leading industry figures as well as the opportunity to debate major topics.

Book now!

FIRE Conference 2024



Date: Thursday 24th October 2024

A one-day conference for anyone involved in fire safety to come together to discuss and debate the major challenges affecting the sector.

Organised collaboratively between the Fire Protection Association (FPA), Institution of Fire Engineers (IFE), the National Fire Chiefs Council (NFCC), and the Fire Sector Federation (FSF), this annual event will be in person or online.

Register here

TPI SAVE THE DATES - 2024



- **Southampton - 5th September**
- **Newcastle - 12th September**
- **Birmingham - 7th November**
- **Manchester - 12th November**
- **Bristol - 26th November**
- **London - 5th December**

Find the list of event here!



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Fire Risk Appraisal of External Walls, Higher-Risk Building Registration and Representative for Cladding Remediation Funding

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ALEP ASSOCIATION OF LEASEHOLD ENFRANCHISEMENT PRACTITIONERS

ALEP - the voice of the enfranchisement sector promoting best practice

Leasehold enfranchisement includes the processes of lease extension, freehold acquisition and correction of management problems within leasehold properties.

The Association of Leasehold Enfranchisement Practitioners (ALEP) serves as the leading organisation representing professionals working in this sector.

Established in 2007, ALEP was formed to bring together firms working within leasehold enfranchisement under one, all-encompassing membership organisation. Barristers, managing agents, project managers, solicitors and valuers all form part of the ALEP community.

Our Work

One of ALEP's key aims is to work with member firms within this sector to raise and maintain standards across the board. The Association holds regular seminars and networking sessions, as well as its popular annual Conference and Lecture events, all with the objective of bringing the sector together to share ideas, discuss key issues and encourage best practice.

ALEP also acts as the 'voice of the sector' and represents its members' views to the wider industry, the media and to the general public. More recently, ALEP is proud to have been invited by the government to contribute to several consultations concerning the future of leasehold enfranchisement.

Our Members

ALEP has 260 highly respected member companies and individual barristers – this equates to just under a total of 1,000 professionals – all of whom operate within the enfranchisement sector and who regularly come together to network, compare notes and agree best practice.

ALEP accreditation acts as a badge of assurance for leaseholders and freeholders alike when looking for professionals to handle their enfranchisement transactions. All members are vetted to ensure they are experienced in dealing with the various and complicated issues surrounding leasehold enfranchisement.

Areas ALEP members can help with include:

- Extending a lease
- Leaseholder vs. freeholder disputes and resolutions
- Informal lease extension implications
- Marriage value
- Collective enfranchisement
- First-tier Tribunals
- Leasehold Valuation Tribunals
- Over-inflated ground rent, service charges and insurance

For more information and to find an ALEP member in your area please visit: www.alep.org.uk



Find an ALEP Member

ALEP (Association of Leasehold Enfranchisement Practitioners) member firms are rigorously vetted so you can be confident that they have a proven track record in leasehold enfranchisement.

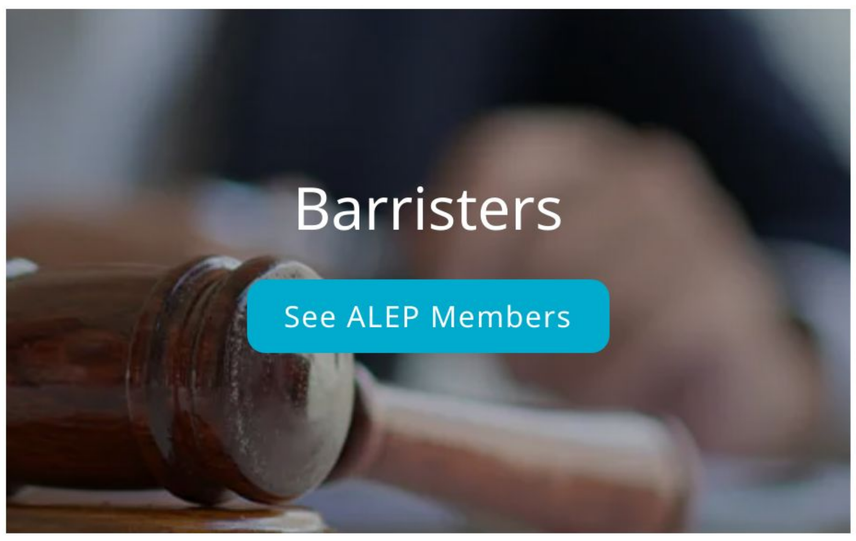


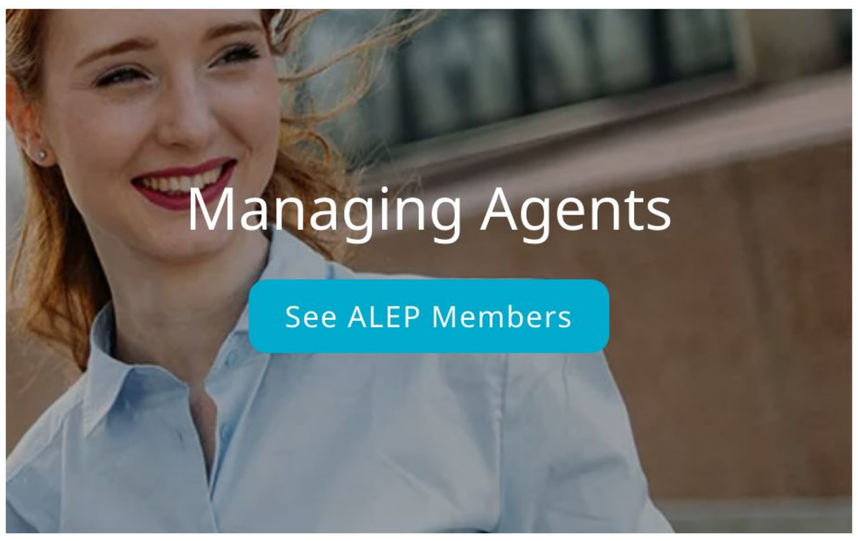
ALEP members can advise or assist with:

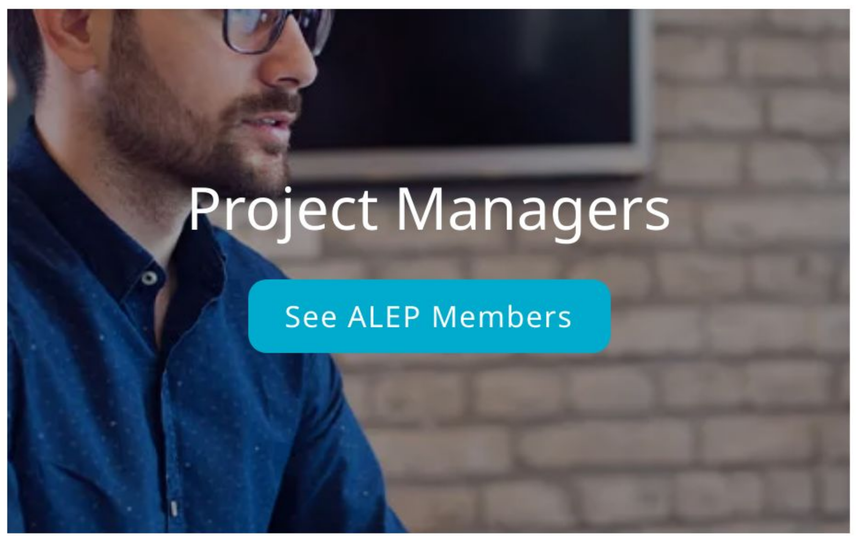
- Extending a lease;
- Buying a share or freehold of a building;
- Exercising the Right to Manage;
- Section 5 Notice;
- Dealing with freeholder or leaseholder disputes

Below are details of ALEP Professionals (alphabetically) in the following areas:

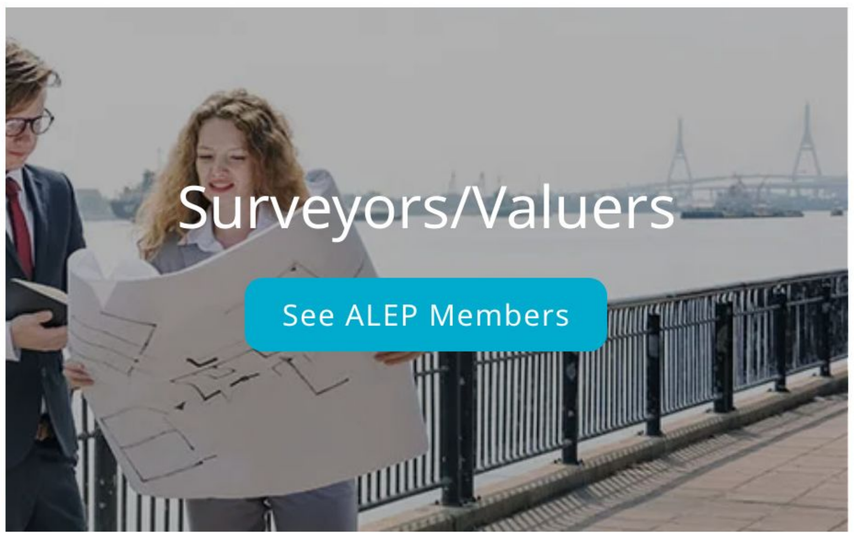
- Barristers
- Managing Agents
- Project Managers
- Solicitors/Legal
- Surveyors/Valuers



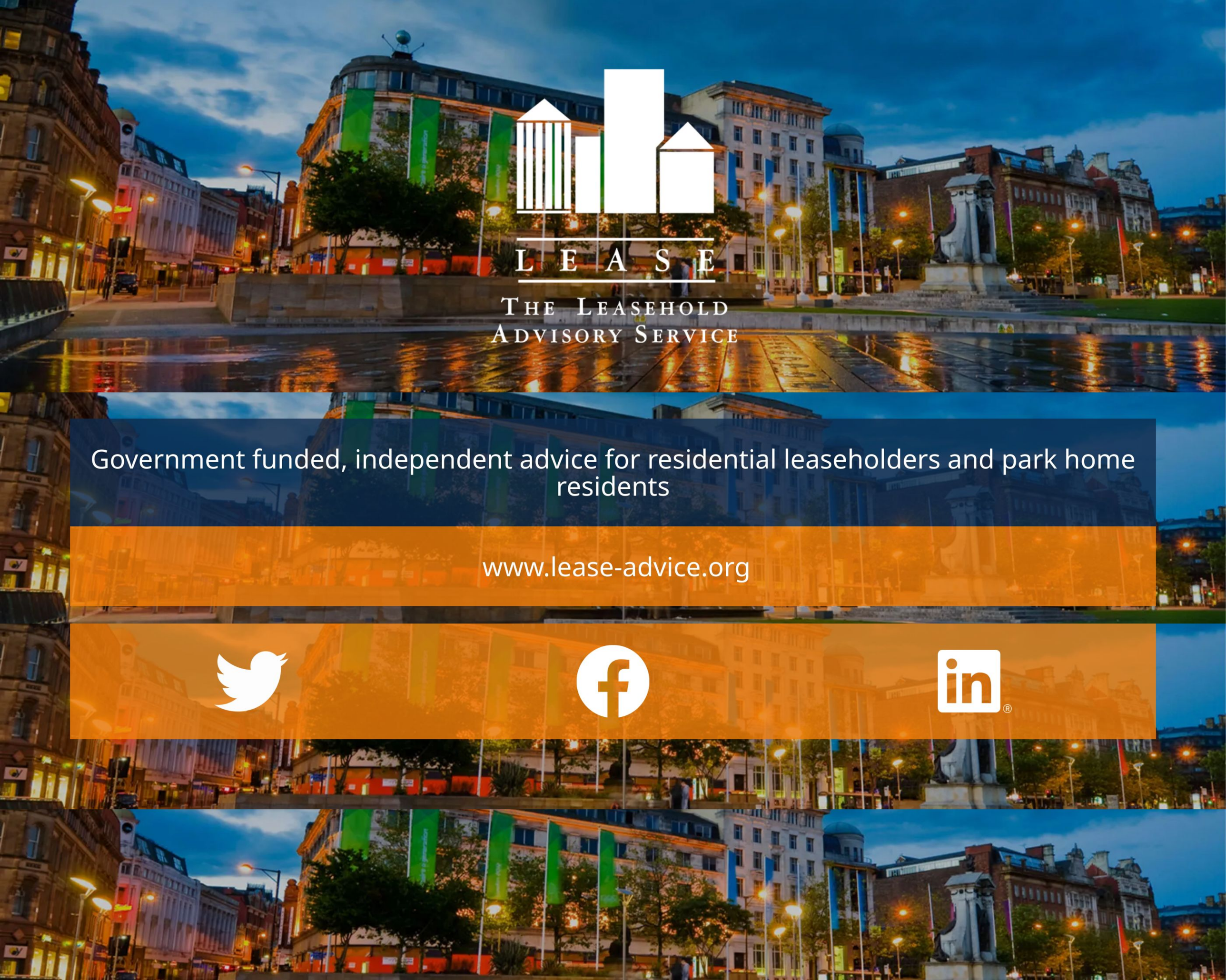








ALEP
ASSOCIATION OF LEASEHOLD ENFRANCHISEMENT PRACTITIONERS



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We hope you enjoyed this issue of Flat Living Magazine

You can read more on the Flat Living website which has over 1,500 articles for Residents Management Companies, Directors and Managing Agents.

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Help, Information, Advice and Guidance for Those that Live in, Own or Manage Blocks of Flats.

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• Ryan Bridges	MAP Chartered Surveyors	020 8300 1144
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• Paul Holford	Morgan Sloane Chartered Surveyors	0800 161 5767
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• Saul Gerrard	Saul Gerrard Surveyors	020 8203 2012
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• David R Aspey	Sussex Surveyors LLP	07703 131681
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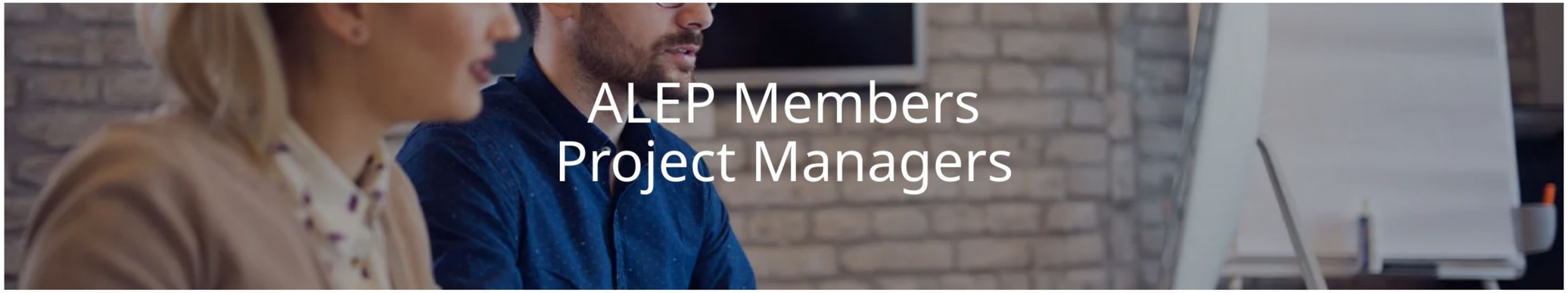

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