

020 8489 0000

26 January, 2004

**FIRST SECTION 20 NOTICE – NOTICE OF INTENTION TO ENTER INTO A LONG TERM AGREEMENT**  
**(Schedule 1 of the Commonhold & Leasehold Reform Act 2002)**

Dear Leaseholder(s)

**Leasehold Property Service Charge:**

**Leasehold address:** xxxxxxxxxxxxxxxx, xxxxxxxxxxxxxxxxxxxxxxxx, xxxxxxxxxxxxxxxx

**Long Term Agreement relating to:** borough wide contract for provision of responsive, general day to day building repairs service.

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I am writing to inform you that the Council, as your landlord, proposes to enter into the agreement/contract, details of which are given below. The Council is required to consult all leaseholders in the borough, in accordance with section 151 of the Commonhold and Leasehold Reform Act (2002). This is the first notice under the consultation procedure. The Council is required to provide you with the following information with regard to the proposed agreement.

- 1. Description of the agreement/contract.** The Council is proposing to enter into a borough-wide agreement in the form of a long term maintenance contract to assist in the delivery of the responsive repairs service. The contract will be for undertaking general, day to day building repairs, depending on the requirements as they arise.
- 2. Duration of contract.** It will be for a period of two years with an option to extend for a subsequent additional year.
- 3. Reasons why the agreement is necessary.** It is necessary to ensure sufficient capacity and specialist trades in the delivery of services to meet the Council's landlords statutory repairing obligations.
- 4. Reasons for undertaking building works (qualifying works).** Under the terms of the agreement the Council proposes to undertake building works, which will result in charges to

leaseholders in excess of £250. It will be necessary to carry out these works for the following reasons. The Council requires to have an enhanced capacity to undertake responsive, day to day repairs and the proposed contract will provide a skilled repairs service covering the following trades, carpentry and joinery, plumbing, electrical, bricklaying, plastering, tiling, fencing and labouring. The contract will also require the provision of all necessary safety equipment, plant and materials.

5. **The value of this contract** is estimated to be up to £1 million per annum.
6. **Nomination of Contractor.** Under the new legislation, you have the right to propose a person or contractor you consider to be suitably qualified to submit an estimate for the works. You must submit nominations (in writing) to this office within 30 days of the date of this letter. The Act contains rules as to the selection of a nominated contractor to tender for the works and these are given on page 2 of the enclosed *Explanatory Notes* (Appendix A). You should also note that any person or contractor who submits an estimate for the works will have to be able to meet the requirements contained in Appendix B, as part of the normal vetting procedure.
7. **Observations.** You are also entitled to make written observations regarding these works. If you wish to do this, you must submit your comments to this office in writing to be received within 30 days of this letter.
8. **Address & due date for observations and nominations.** The final date for the receipt of any observations or nominations is **25/02/04**. Where you wish to submit observations and/or nominations with regard to the proposals contained in this notice, please send them to me in writing at the address given below.

Home Ownership Team  
13 – 27 Station Road  
Wood Green  
London  
N22 6UW.

**Further consultation - Second Section 20 Notice – Notification of Estimates**

Upon receipt of the tenders/estimates, we will send you a second Section 20 Notice, which will provide you with a further opportunity to be consulted about the proposed agreement.

**Cost of the works.** As a leaseholder you will only be liable for a charge under this agreement where works are undertaken to the building or estate in which your property is situated. Under the terms of your lease you will then be liable for a proportion of the cost of the works undertaken on your building or estate.

**Explanatory Notes.** I enclose some explanatory notes on the new Section 20 procedures, which we have prepared. These cover each stage of the statutory consultation procedure and I hope you will find them helpful in understanding the background to the notices we send you.

Yours sincerely

  
Contract

**Nesan Thevanesan**  
**Home Ownership Team Finance Manager**

**Enclosures:**

1. Appendix A - Explanatory Notes on the Consultation Requirements (Schedule 1).
2. Appendix B – Evaluation criteria required for contractors.