



Homes for Haringey

**Home Ownership Team**

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18 December 2009

**REASONS FOR MAKING AGREEMENT AND RESPONSE TO OBSERVATIONS**

**(Section 20 of the Landlord and Tenant Act 1985 (as amended) and Schedule 1 of the Service Charges (Consultation Requirements)(England) Regulations 2003).**

Dear Leaseholder(s)

**Qualifying Long Term Agreement relating to the proposed switchover from Analogue to Digital TV and upgrade of communal TV Aerials to enable access to Digital TV**

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I write further to the Council's Notice of Proposal, dated 27 July 2009 regarding the above agreement.

Please be advised that the Council has entered into an agreement with the following four contractors:

- (i) SCC International Ltd.
- (ii) Alphatrack Systems Ltd.
- (iii) Ultimate Communications systems Ltd.
- (iv) Avonline plc.

**1. Reasons for making the agreement.** The Council has entered into the agreement to meet the targets associated with the government's intention to switch over from analogue to digital TV signals by 2012.

**2. Observations received on our proposals.** Observations were received from leaseholders in respect of the Notice of Proposal, dated 27 July 2009. A summary of those observations and the landlord's responses can be found at Appendix 1 to this letter.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Thevanesan', is written over a horizontal line. A vertical red line is positioned to the right of the signature.

**T. Thevanesan**  
**Head of Home Ownership**

Enc



## APPENDIX 1

(to the Third Section 20 Notice dated the 18 December 2009)

### **Proposed Digital TV Contract - A summary of leaseholders' observations and Homes for Haringey's responses to them (on behalf of the Council) in relation to the Notification of the Proposals dated the 29 July 2009.**

This is a summary of the observations received from leaseholders regarding the Section 20 Notice (dated 29 July 2009) entitled the Notification of the Landlord's proposals. This notice was sent to leaseholders to inform them of the Council's proposals with regard to a long term agreement. The agreement is required on account of the switchover from analogue to digital TV and the upgrading of the communal TV aerials to enable access to digital TV. This summary also contains the responses made to the leaseholders by Homes for Haringey (HfH) acting on behalf of the Council.

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1. **Leaseholder observation:** leaseholders should not have to pay towards the cost of the work the Council is carrying out in respect of the installation of new communal TV aerials. Landlord's response: the lease requires the leaseholder to pay towards the cost of any work which the landlord carries out to the building. Thus under Clause 2(2) of the lease it states that the leaseholders must pay "*a proportionate part of the reasonable expenses and outgoings incurred by the Corporation in the repair, maintenance, renewal and insurance of the Building and the Estate and the provision of services therein*". This means that the leaseholder must pay towards the cost of the work with respect to the installation of the communal TV aerial.
2. **Leaseholder observation:** is it justifiable to charge leaseholders for a facility they do not want? They should have the right to opt out. Landlord's response: Under the terms of the lease (the Second Schedule, Paragraph 3) the landlord has the right to install a communal

TV aerial in the building. Under clause 4(2) of the lease the leaseholder has to pay towards all the landlord's costs for maintaining and improving the building. It does not matter whether the leaseholder uses the service or not, for instance if there is a lift in the building and they choose not to use it, they must still pay for it.

In the case of the communal TV aerial, whether or not a resident chooses to use it has little impact on the overall cost of installation. Since the landlord has to meet the cost of installing the TV reception system and also that of cabling the building irrespective of whether or not an individual leaseholder chooses to have a socket installed in their flat, the savings made if some people opt out would be minimal. The lease states that the leaseholder has to pay towards the costs of providing services to the building regardless of whether they use them or not.

3. **Leaseholder observation:** if the leaseholder has a repairs only lease, they should not have to pay towards the work. The work to install the integrated reception system is an improvement so a leaseholder with a repairs only lease should not have to pay towards this service. Landlord's response: a major part of the installation will constitute a like for like replacement of the old system. The nature of the works and the improvement element, if any will be determined when the survey is undertaken shortly prior to the work. Furthermore the Second Schedule, paragraph 3 of the lease states the landlord has "*the right at any time hereafter to install and maintain in or upon the Building television and radio receiving aerials . . . . .*".
4. **Leaseholder observation:** the communal aerial system (integrated reception system - IRS) offers too many channels for the needs of most residents. Landlord's response: the IRS has been designed to meet the majority of our residents' requirements in Haringey.

The system which has been chosen will enable all its residents to receive the main national channels free if they wish. Each resident will have two socket plates giving access to the following services for one television set in each flat:

- FM/DAB, TV (analogue & digital), Sky, Sky Plus (to allow the recording of one channel whilst viewing another).
- Another plate containing outlets for Hotbird/Turksat.

The comprehensive nature of the proposed service will ensure a wide range of choice and will satisfy most people's viewing needs, including foreign language stations. It will also ensure that most people have access to high quality services for the foreseeable future. They will therefore not be attracted to install their own satellite dishes on the

outside of the building. This can cause inconvenience to other residents, damage to the outside of the building and if they become insecure they can cause danger to passers-by.

5. **Leaseholder observation:** the Council should have chosen a less expensive IRS system. Landlord's response: Cheaper alternatives would not meet the required specification. An integrated reception system (IRS) has been chosen which includes a variety of different channels. The reason is to cater for the majority of residents' wishes, so they will not be prompted to install their own satellite dishes on the outside of the building. These can cause inconvenience to other residents, damage to the brickwork or other external surfaces and if the installations should become insecure they could cause danger to passers-by.
6. **Leaseholder observation:** what is the difference between the two proposals enclosed with the Notice? Landlord's response: the first proposal contains the estimate which applies when the cabling for the system has to be carried out internally. This option is generally chosen when the attachment of cables to the outside of the building is regarded as inadvisable on account of possible damage to the exterior cladding.

The additional cost associated with the first proposal is on account of laying the cables in the internal spaces in the building and installing the extra ducting, etc required to protect the cables in communal areas. The second proposal will apply when the cables can be attached to the outside of the building.

7. **Leaseholder observation:** leaseholders should not have to pay for the removal of satellite dishes from the outside of the building. Landlord's response: residents are generally not permitted to attach aerials, satellite dishes and so on to the outside of the building. They can cause inconvenience to other residents, damage to the building and if they become insecure they can be dangerous to passers-by.

The removal of such items is a type of repair and is a part of managing the building. The cost of removing private aerials may be charged to the individual residents who had them installed. However if this is not possible, leaseholders are required to pay towards all the landlord's costs incurred on such matters, under the terms of the lease.

8. **Leaseholder observation:** the question was raised whether the statement in the Notice which referred to "annual charges to some leaseholders of more than £100 per annum" was concerned with annual maintenance charges. Landlord's response: this relates to the one-off charge required for the cost of the installation. It is the amount

contained in the regulations above which consultation must take place. As stated in the two proposals enclosed with the Notice, the cost of installation is estimated to be more than this, which means that leaseholders must be consulted by means of a Section 20 Notice.

9. **Leaseholder observation:** "What right does a landlord have to force his leaseholders to pay for something the government is unable to? Landlord's response: The relationship between the landlord and the leaseholder is defined by the provisions of the lease which is a legal contract. Under these provisions the landlord must provide a range of services to the building and the leaseholder must pay a share of the cost, which must be calculated in accordance with the number of flats in the building and the size of the leaseholder's property (using either the number of bedrooms in the property or its rateable value).
10. **Leaseholder observation:** the Council has not followed the good practice guidelines referred to on Digital UK's website in relation to consulting residents. Landlord's response: there has been quite a lot of consultation on this subject at the Leasehold Panel, which is open to all leaseholders. In addition, Paul Bridge, Chief Executive and Councillor Bevan, the Cabinet Member for Housing have attended public meetings held by Haringey Leaseholders' Association at which the subject was discussed.
11. **Leaseholder observation:** the Council as the landlord has no legal basis for charging leaseholders for a communal aerial since currently none is provided (in a block of flats having no communal aerial). Landlord's response: the lease states that the landlord has '*the right at any time hereafter to install and maintain in or upon the Building television and radio receiving aerials*'(the Second Schedule, Paragraph 3). This covers the installation of a completely new system as well as replacing an old one.
12. **Leaseholder observation:** the Council has no proper grounds for investing in systems which give access to private, commercial operations. Landlord's response: communal TV aerials have always given access to private commercial operations such as ITV. The digital system also provides access to a number of commercially operated channels. The proposed IRS system will enable access to subscription services, thus giving people an alternative to cable.
13. **Leaseholder observation:** the question was raised as to whether residents should be able to install their own satellite dishes. Landlord's response: leaseholders should refer to Clause 4(13) of their lease, which states that the landlord's prior permission must be obtained regarding all alterations or additions either external or internal to the flat. Similar conditions apply to tenants. When the Council's contractors install the

integrated reception system, they have instructions to remove all individual aerials/satellite dishes from the outside of the building. They will be returned to their owners.

14. **Leaseholder observation:** How will the costs be divided between tenants and leaseholders? Landlord's response: tenants will pay towards the cost of the work through their rent and service charges. To calculate leaseholders' service charges the overall cost of installing the IRS system in the building will be divided amongst all the flats in the building in accordance with the formula contained in the lease.

However the lease also takes account of the size of each property. This means that we must charge larger flats a bit more than smaller flats. We have two standard types of lease, depending on when the Council sold the property:

- If it was sold by the Council before 1 April 1990, the charges will be worked out using the rateable value of the flat. (At this time, all properties had a rateable value. This was a value, based on the property's size, location and so on, which was used to work out the rates due.)
- If it was sold by the Council on or after 1 April 1990, the charges will be worked out using the number of bedrooms in the property. This is because the ratings system ended in 1990. Please note that in accordance with the lease the number of bedrooms in each flat is increased by one. This is because bed sits are classed as having no bedrooms and if we did not do this, bed-sit owners would pay no charge.

## Translation and interpreting services

This is an important letter about your home, from Homes for Haringey.  
To get a free copy in your own language, please complete and return the form.

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Kjo është një letër e rëndësishme mbi shtëpinë tuaj, nga Homes for Haringey. Për të marrë një kopje falas në gjuhën tuaj, ju lutem plotësoni dhe ktheni formularin.

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**Bengali**

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**French**

Voici une lettre importante de "Homes for Haringey" concernant votre logement. Pour en obtenir un exemplaire gratuit dans votre langue, veuillez remplir et nous renvoyer le coupon.

**Greek**

Η σημαντική αυτή επιστολή αφορά το σπίτι σας και είναι από τον οργανισμό «Homes for Haringey» (Κατοικίες για το Χάριγκεϋ). Αν θέλετε δωρεάν αντίγραφο στη δική σας γλώσσα, παρακαλούμε συμπληρώστε και επιστρέψτε τη φόρμα.

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**Romanian**

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**Somali**

Tani waa warqad muhiim ah oo ku saabsan gurigaaga, taas oo ka socota Homes for Haringey. Si aad u hesho koobbi lacag la'aan ah oo luqaddaada ku qoran, fadlan buuxi oo soo celi foomka.

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