Date: 5th September 2019

Prop Ref: WEB

Contract Code: 18/002

Officer: Michael O'Sullivan

Camden

Leaseholder Services Camden Town Hall Judd Street London WC1H 9JE

capitalservices@camden.gov.uk

Tel: 020 7974 4444

NAME ADDRESS ADDRESS COUNTY POST CODE



Dear Leaseholder(s)

Landlords Proposal - External Refurbishment Works

1-21 & 61-238 Levita House

Lease Address: **LEVITA**

We have now prepared a proposal in respect of the works based on the estimates received. A Notice of Intention was sent to you on 18th July 2018 explaining that the Council intends to carry out works to your estate/block. As a leaseholder, you will be liable to contribute towards these costs.

We hereby give you notice of the Council's intention to carry out External Refurbishment Works to the block/estate known as:

1-21 & 61-238 Levita House

Enclosed is your formal Notice of Proposal and contract statement along with this letter and we ask that you take a little time to read this letter together with the enclosed documents, as they contain important information for you.

What are the works?

The specified works for your block/estate have been set out with the estimated costs in the attached notice.

A brief summary of the range of repair and replacement works include:

- Scaffold (Access)
- Renewal of flat entrance doors. A provisional sum will be included for fire testing
- Renewal of tiled pitched roof coverings, as well as overlaying flat roof areas and lining parapet gutters
- Concrete repairs

- Brickwork repairs
- Communal decorations/Renewal of existing timber windows
- Installation of emergency lighting to the block
- Asbestos works
- Mechanical ventilation

Information on the works

The attached Notice of Proposal sets out a contract statement and provides information on the proposed contractor and tenders that have been received.

Should you wish to have the opportunity to speak with Camden officers regarding the intended works and costs we will have a 'drop in meeting' at the Crowndale Centre, 218 Eversholt Street, London, NW1 1BD in Committee Room 3.1R on the 17th September 2019 from 5.30pm to 7.30pm.

On our website, you can view the following information regarding the proposal:

- Landlords Proposal
- Observations Summary
- Tender Analysis
- Mitre Construction Schedule of Works

This can be found at: https://www.camden.gov.uk/consultation-with-leaseholders - details are under the section 'Current consultation'.

Why do I have to contribute towards these works?

Under the terms of your lease, you have agreed to pay a contribution towards rechargeable repairs and replacement works that the landlord carries out to your block and estate. The costs of these works fall under these definitions.

How is my contribution calculated?

Your lease requires us to apportion the costs of works to both your block and the estate by using either the Rateable Value (RV) of your property as a percentage of your block/ estate, or by another fair means.

In this instance, we have used the Rateable Value in order to calculate your contribution. This enables us to ascertain the percentage of rechargeable works for which you are liable. For example:

Property RV: 100 Block RV: 1,000 Estate RV: 10,000

Block Charges: 100/1,000 = 10%

Estate Charges: 100/10,000 = 1%

We have set out your percentage contribution for the estate and block and your estimated service charge contribution in the attached documents.

When will the works start?

The works will not begin before the end of this consultation period, which is **Wednesday 9th October 2019.**

Your Comments

You have the right to make any comments regarding these proposals therefore; we have enclosed for your use an observation/comment form. We would ask

that you take time to complete this observation form. This will enable us to deal fully with your queries prior to the work commencing. We will pay due regard to the comments that are made and, where necessary, make changes to the specified items of work. Valid comments are of course welcome throughout the term of this contract.

Payment Options

There is a variety of payment options available to leaseholders for Major Works invoices. Should you wish to discuss these options prior to receiving your invoice you can contact one of our Collections Officers on 020 7974 4444. Enclosed you will find 'Major Works Payment options'.

If you have any further queries relating to this matter, please do not hesitate to contact me on 020 7974 4452.

Yours faithfully

Consultation and Final Accounts Officer capitalservices@camden.gov.uk

STATUTORY NOTICE UNDER SECTION 151 SCHEDULE 4 Part 1(Stage 2) COMMONHOLD AND LEASEHOLD REFORM ACT 2002 SECTION 20 UNDER THE LANDLORD AND TENANT ACT 1985 (AS AMENDED)

Notice of Landlords Proposal

Re: LEVITA HOUSE

To: All Leaseholders

To all leaseholders residing in the block known as 1-21 Levita House and 61-238 Levita House.

1. Intention to carry out works:

This notice is given pursuant to the Notice of Intention to carry out works issued on 18th July 2018. The consultation period in respect of the notice of intention ended on 28th November 2018.

2. Landlords proposal and Contract Statement

The name and address of the proposed contractor is:

Mitre Construction Company Limited Mitre House 1E Hall Lane Chingford E4 8HH

Summary of Tenders:

We have obtained estimates by means of competitive tendering by public notice in the Official Journal of the European Union, the details of which have been summarised below.

Landlords Statement of Estimated Costs

We have obtained (4) four estimates for the work to your building:

	Name of contractor	Tender type	Block Estimate
Α	Mitre Construction Company Limited	External Tender	£4,342,437.60
В	Thomas Sinden Limited	External Tender	£4,354,536.00
С	Ark Build Plc	External Tender	£4,769,090.70
D	AD Construction Group (Architectural Decorators Ltd)	External Tender	£4,997,777.20

I enclose an individual breakdown (Leasehold Summary) of what this means for you in respect of your estimated proportion of the proposed cost.

Your contribution towards these works is £

3. Awarding the contract

A contract will not be awarded until we have had due regard to all observations made in respect of this notice. We are proposing to accept tender A and award the contract to Mitre Construction Company Limited.

4. Block Tender Breakdown

Details the individual works element prices submitted by the contractors for the proposed works. Please note this does not include any fees or management costs. This is in your individual breakdown.

A - Mitre Construction Company Limited	1-21 & 61-28 Levita House
Item of Work	Cost
Preliminaries	£441,490.00
Scaffold (Access)	£640,391.00
Renewal of flat entrance doors. A provisional sum will be included for fire testing	£230,657.53
Renewal of tiled pitched roof coverings, as well as overlaying flat roof areas and lining parapet gutters	£908,093.94
Concrete repairs	£485,907.85
Brick repairs	£35,872.40
Communal decorations/Renewal of existing timber windows	£1,462,188.87
Installation of emergency lighting to the block	£100,506.00
Asbestos works	£7,596.00
Mechanical Ventilation	£29,734.00

5. Right to inspect the proposal

The proposal information will to available to inspect at Camden Council, 5 Pancras Square, London, N1C 4AG between the hours of 10am - 5.00pm throughout the observation period. Please contact me on 020 794 4452 or Michael.osullivan@camden.gov.uk to make an appointment.

You can also view the following documentation on our website.

- Landlords Proposal
- Observations Summary
- Tender Analysis
- Mitre Construction Schedule of Works

<u>https://www.camden.gov.uk/consultation-with-leaseholders</u> - details are under the section 'Current consultation'.

6. Observations

We invite you to make written observations on the estimates by sending them to:

Michael O'Sullivan London Borough of Camden Leaseholder Services Camden Town Hall Judd Street London WC1H 9JE

Email <u>capitalservices@camden.gov.uk</u> quoting "18/002" and "WEB" in the subject line.

Observations must be made within the consultation period of 30 days from the date of this notice. The consultation period will end on **Wednesday 9th October 2019** and all observations should be received by this date.

Camden's officer managing the scheme is: Mr Shamsul Alam

Signed on behalf of Camden as landlord

Consultation and Final Account Officer Leaseholder Services

STATUTORY NOTICE UNDER SECTION 151 SCHEDULE 4 Part1 (STAGE 2) COMMONHOLD AND LEASEHOLD REFORM ACT 2002

SECTION 20 UNDER THE LANDLORD AND TENANT ACT 1985 (AS AMENDED) WRITTEN OBSERVATION

Please complete this form and return it by Wednesday 9th October 2019

To: Michael O'Sullivan
Leaseholder Services
Camden Town Hall
Judd Street
London
WC1H 9JE

Email capitalservices@camden.gov.uk quoting "18/002" and "WEB" in the subject line.

Leaseholder Name:					
Please tick which box applies to you.					
I have no observationsI wish to make the following observations (please detail these below)					
NB: This form has been produced to assist you with making observations. You can alternatively submit your own letter or document					
Signed by					
Dated					

Summary of Observations in relation to Notice of Intention 18th July 2018

Summary of Observations	Response
I would like to know if you going to change our windows flat.	As part of the external works, we will be replacing the existing single glazed timber windows with new double glazed thermally efficient windows.
Because renewing the windows cost a bit, however changing to PVC will be perfect, our window are in single glassing very bad condition, in winter when the rains our bedroom get a if water through the window	The building is grade 2 listed and therefore any replacement windows will need to be on a like for like basis so timber windows will need to be replaced with timber windows and not UPVC windows.
Replacing Roof Tiles: I understand from the plan application that in the North yard all the roof tiles will be removed and replaced. It remains a mystery therefore as to why in the other yard when work to make good the roof area and insulate was carried out the original tiles were mostly stored and then replaced. If the life span is as suggested about 70/80 years why then were the old tiles reused? I have requested many times over a period of almost 2 years now to see the report created by heritage Surveys, which would provide the answer most especially because I am aware that a neighbour living in the roof area has strongly contested the need to replace all the tiles - but so far nothing has been forthcoming. I do realise having taken other technical advice from SPAB (the society for the protection of ancient buildings) that the lower rows are often affected by water hence the concerns about rows 1-21 is easily understood but given this will be a substantial cost to leaseholders I request again the situation be fully explained. If the tiles are in such need of replacement it would be extremely remiss if we are presented with a further bill in a couple of years for this to be undertaken in the south yard.	The listed building consent for the works carried out to 1-21 Levita House allowed for the existing roofing tiles to be salvaged and any broken and cracked tiles to be replaced with new clay tiles that were similar to the existing tiles. Although great care was taken by the contractors to remove the existing tiles, taking them down and saving the tiles to be re-used, In practice not all the tiles could be re-used as some had mechanical damage and others had weathered for nearly 100 years. A decision was taken to set aside all tiles that could be salvaged and re-use them on the northern section of the roof for block 1-21 and use new tiles for the other elevations of the roof. When the listed building consent for the works to section of the block 136 - 238 was submitted the proposals were to renew all the existing roofing tiles to the section of the block and replace it with new tiles to match existing. When the listed building application for the section of the block covering flats 236 - 238 was submitted the proposals was to replace the existing tiles with to match the existing because the existing tiles have reached the end of its serviceable life. The planners carefully considered the request for full replacement in a sympathetic manner and agreed all the tiles can be replaced with new tiles to prolong the life of the roof.

Lighting in the public balcony area:

I notice in the south yard the level of lighting along the balcony areas has significantly increased, to such a degree that one resident told me her living room was permanently illuminated. The proposed new door retains glazing and in my flat the bedroom will be most affected if this increased lighting is replicated in our yard. It is a small room and the door often has to be left open to help air circulate. Please can you work with residents as to the placement of lights sources along balconies, the power of any lamps fitted and the possibility of shading the side facing inwards to the flats.

(2) In addition a metal boxing has been used at ceiling level along some balconies in the south yard, which drops below the level of window frames. It doesn't appear in planning applications and I would like reassurance that it will not be used in our yard as it is clearly at odd with the heritage of the building.

We are proposing to install emergency lighting on all escape routes such as balcony corridor and staircases so in the event of a power loss and residents need to evacuate the building the escape routes are adequately lit for a safe exit. There are no street lamps within the main courtyard so in the event of a power failure we cannot rely on borrowed lights. Any emergency lighting installed will need to comply with British Standard for emergency lighting and will need to be designed to meet a minimum lux level in order to comply with the current regulations. Emergency lighting is for the benefit of all the residents and visitors to the block and it important that design meets the current requirement.

Asbestos Removal:

Can you provide clarity as to what asbestos is present please? If it is only within the utilities cupboards will it therefore not be removed? If removal is required please let us know what dates it is likely to occur.

We will only remove asbestos in areas where the contractors are working. For example: Asbestos containing materials is found inside an electrical cupboard and we are carrying out works to the cupboard. Then we will need to remove it before we can proceed with the works. In such instances residents will be notified by the Residents Liaison Officer and appropriate safety measures followed.

Windows/Security/Design:

The windows in the south yard were badly executed and proportionally incorrect. As a concerned resident I raised this to planning and conservation officers involved who as a result of their own retrospective inspection requested alterations to the planning application before works could continue on. The same applied to the doors, which were historically of much earlier design than Levita House with insensitive fittings.

I have worked with the 20th Century Society and we have tried to collaborate with Camden to fully respect the status of Levita House described as "The most important interwar estate in England" in its listings. I have also taken

The conservation officer's view was that the appearance of the windows would remain complimentary to the character and appearance of the estate and the proposed window design would be very similar to traditional box frames sash.

The approved drawings allow for the use of non-structural glazing bars (ornamental bars) to used instead of the structural glazing bars and we are not in a position to change the design of the windows to allow structural bars to be used on all windows.

Central government or local authority contracts for proposed works exceeding £4.5million are required to be publicly advertised for tender within the

advice from English Heritage, SPAB and Camden Boxframe a joinery company often requested as a required contractor by the Camden planning on applications submitted for a listed building in private use. I have also spoken with architects and manufacturers of sealed units and glazing used in sensitive heritage schemes. I am clear therefore that it is absolutely beyond contention that the application is represented to committee the need to alter the windows in any way to accommodate double-glazing and I have a sample to support this, which Nick Baxter is fully aware of. Please assure us therefore that no proportionality or design is compromised in the making of any new units. Our sample proves that like for like windows are possible with the inclusion of any new sealed units, the correct dimensions, individual glazed units in case of breakage and a simpler glazing scheme - and it comes in on price.

As the building has such an important provenance and like for like is a requirement of the listed status I respectfully suggest it is a matter of some priority to enter the tender period with a clear idea of what is being asked of the contractors and the standard required, so as not to repeat the mistakes in the south yard. I expect to meet with Nick Baxter when he is back on leave and has been requested meanwhile that Heritage Surveys also provide a sample window to be looked at alongside the one I have obtained.

I would also point out that the changed opening systems used on the tilting Hopper style windows in the south yard (and justified under the secure by design scheme) are different to open and provide very much reduced ventilation. In my flat heat is retained even in the coldest winter never dropping below 20 degrees. In this heat wave which seems like to reoccur with all windows and doors open it has been impossible to lower the temperature below 30 degrees. Many residents leave these windows open all night so security is clearly not an issue to them at all. I counted 8 nights recently had their windows open still beyond 2am. I understand despite it being rather dubious to fit sealed unit double glazing into listed property that this cannot be altered - therefore the need for proper opening systems to provide good air circulation is vital and preferably to replicate what is there currently - which have a strong aesthetic in keeping with the building and would be genuinely like for like as stipulated in the listings guidance. I know these fitting to be available still.

European Community, in the Official Journal of the European Union. This means that any contractor in the EU may tender for the contract and hence no nomination process is required.

Paintwork:	Your comments are noted.
Please can the exact same colour be used as in the south yard to paint the render, in order to provide consistency? Throughout the estate many different shades have been used, seemingly unchecked including recently a modern brilliant white in Walker House, which is very much at odds with architectural heritage of the buildings. May I also request a normal white colour is used for woodwork rather than brilliant white please? There has been no mention so far of a suggested door colour - I am aware that originally the doors at Levita House were green.	
Guarantee: Please provide leaseholders with copies of all guarantees for the work undertaken. Also may I request the OJEU reference number for this work. I have asked both Shamsul Alam and leaseholders services but have no response.	A copy of the Official Journal of the European Union reference number will be available once we have tendered the works. Once all the works are completed we will be happy to provide copies of the guarantees for works that are available.
Regarding a specific question. It is stated that all front doors (including leasehold properties) will be replaced to ensure they are fire compliant. In regards to window replacements, it is stated that windows will be replaced, but does not explicitly say this applies to leasehold properties as well. My assumption is that it does, but can you confirm that leasehold properties will also have their windows replaced. If the cost of scaffolding & contractors is to be incurred, I would like to think it makes sense to do all windows at once.	All the windows to flat xxx will be renewed including the flat entrance door.
One thing I have noticed is that scaffolding has gone up occasionally for temporary works. The scaffolding may be there for a couple of weeks, but contractors only seem to be there a couple of days. I assume the scaffolding company is charging for the 2 weeks on site, not the 2 days in use. Given reroofing & windows are likely to incur significant scaffolding requirements, can you confirm the scaffolding price is fixed, and not on a time-rate (e.g. cost per month), otherwise we are penalised and have to incur extra cost because of contractors work not being scheduled/ aligned to the scaffolding being on site. Or that the contractors will suffer the extra expense of scaffolding for works not	Scaffolding costs - The works will be divided into three phases to allow us to manage the works more easily. The contractors will be asked to price the scaffolding for each section together with a programme. We will be closely monitoring the works to ensure the contractor is delivering works in accordance with the programme. In the event of the scaffolding being there for longer period then allowed in the contract then an assessment will be made to see who was responsible for the delays. If the delays was due to the contractor then they don't usually get awarded any additional costs. However, if the delay is due to the Camden for example: access or change of

being aligned. I assume there will be a site manager that will plan this.	specification then the contractor is usually awarded additional costs for the delays. Phasing the works will allow us to plan the works better. An example could be if: the contractor is running behind on the 1st phase then we ask the contractor delay the erection of the scaffolding on the 3rd phase until such time the contractor has caught up with the works on 1st phase.
In addition, there is one item not on the schedule of works that I would like to request is added, although I understand it may need the ward housing officer's approval. There are a large set of gates on the top north east side of Levita House (by the entrance that leads to the refuse collection and low rise block directly north of Levita House, leading onto Ossulston street, directly opposite the hoardings for the land between the Crick & British Library). These gates seemingly serve no purpose, are almost permanently locked but create a very unwelcome feel and I assume additional maintenance cost. Would it be possible to have these gates removed? If the purpose was to prevent traffic using this stretch as a cut-through, I presume a lower cost and less obtrusive bollard would perform the same task. I do not believe these gates are part of the listed status of the building. Removing this gates would reduce maintenance costs and greatly improve the public realm "feeling" for the Levita House entrance onto Ossulston street	Please contact the Contract Manager Shamsul Alam on 020 7974 3349 in order to discuss this with him in more detail and he will be able to give you an answer.
Roof Tiles: These are ½ " thick eatheware tiles which is virtually indestructible and do "weather" as can be seen in virtually any country in western Europe. Such leaks as have occurred are due to rusting and failure of nails holding them in place, particularly slippage of the lowest tier when this happens, due to the lack of cement to prevent this. If this plan to remove and replace thousands of existing tiles where do the existing tiles go, presumably to be reused elsewhere to the profit of contractors? Sarking felt will interfere with the circulation of air which the redwood cedar rafters need to prevent the development of mould.	I have been informed that tile roof coverings such as these have a life expectancy of between 30 and 80 years (ref RICS BCIS) and we believe that the existing tiles have exceeded this life expectancy and renewal in the foreseeable future is recommended. Although from ground level the tiles may appear to be sound. Photographs of the tiles taken from mast aerial photographs show the up close condition of the tiles, please see the attached photographs. Works are required to the dormers, chimneys and insulation so roof tiles will be disturbed. Given the age and condition of the tiles it is likely that many would break if they are to be removed from the roof, taken down to ground level and stored while the roof is repaired and then taken back up and laid on the roof.

It is Camden's belief that if the existing tiles are re-used then it is likely that significant numbers will need replacing and repairs will come with no quarantee. There is no sarking felt under the tiles so there is no secondary line of defence for water and dust penetration. We believe the roof tiles are the original roofing tiles from the building which was built in the early 1930s on the section of roof that covers flats 136 -238. Other sections of the roof, covering the remaining roof areas of the building have already been renewed over the last 10 - 12 years. Breathable roofing membrane will be installed under the new roofing tiles which negates the need for ventilation above the insulation layer of the roof. The membrane is especially designed to allow water vapour to escape through the breathable membrane to the outside of the building. The dormers comprise timber side hung casements in a timber frame clad Zinc cladding to dormer window roofs does not need replacing as it thick and with timber boarding and zinc cheeks and capping. The windows are in a merely weathered on its surface. Neither is it necessary to insulate them as the poor condition, and the zinc work is allowing ponding rainwater on the dormer amount of heat loss is minimal in the winter. The main problem is heat in the tops (please refer to attached photos). From experience it would be difficult to summer. Renewal of windows and window frames: Nearly all window frames renew the dormer windows without disturbing the zinc dormer cladding and it on the access balconies are sound and not in need of replacing. would also be difficult to insulate the dormers without removing the zinc cladding. Zinc dormer roofs are expected to have a life of 25 - 40 years (ref RICS BCIS Life expectancy of Building Components) and we believe therefore that it has reached the end of its life. Once the scaffolding is erected we will carry out a full assessment of the zinc dormer coverings and consider all options, but until then we will proceed on the basis of a renewal. Some of the windows on the access balconies are rotting despite being well set back from the façade of the building, which in theory makes them quite well protected, so the decay must be partially due to condensation and moisture from inside. We consider the windows to have reached the end of their useful life. Repairs with a specialist timber care system may be possible but this will only provide a short-term solution and will not be cost effective in the long run. It would also not address the future continuous maintenance of the windows and any additional costs. Renewing the windows will also make them more thermally efficient. The communal area windows are single glazed, these are in much better condition than the flat windows, and we are not proposing to renew them. We

	propose repair and redecoration of these.
	propose repair and redecoration or these.
There is no sign of deterioration to the asphalt flooring (204-238) which does not leak anywhere and has a good camber to the walls. Taking it up and replacing it would be a complete waste of time and money, and might result in a surface liable to melt or become sticky in very hot weather, as might likewise occur with some unnecessary re-surfacing. it would also cause considerable unnecessary inconvenience to residents. Please reconsider this matter.	Camden has reviewed the existing asphalt communal balcony walkway coverings. We believe he is correct and that the flooring can be repaired instead of over coating with a resin system or renewing the asphalt, and therefore we will allow for the flooring to be repaired where necessary in the contract and not renew the coverings or over coat with a resin system. The Contract Manager has agreed to meet xxxx on site so that he can discuss any concerns he might have directly on site and will contact him direct to try and agree a suitable time to meet. I hope that this will help to explain the Council's position and to enable xxxxxxx to clarify any issues that are still outstanding after this letter.
I got a notice of intention for my address at xxx levita house, Nw1 xxx, but the appendix refers to 136-238 levita house, why did I get a notice and why should I be paying a contribution?	For purposes of consulting, calculating and recharging leaseholders for the cost of major works at Levita House it has been decided that 1-238 Levita House are a single block and not separate.
Why has plaster render chipped off early this year when works start in 2019 March. We have to live in flats that look like a war zone?	Following safety concerns of falling render the Council arranged for specialist company to carry out hammer tests on all external render to the section of the block 136-238. Where render was loose these have been removed to make safe until the external works are carried out.
Why does Camden not maintain continually (roof leaks and instead we wait to incur huge charges to major works?	The roof tiles have reached the end of their serviceable life and there is only so long they can be maintained for before it becomes economically unviable to keep on repairing the roof. We are proposing to renew the entire roof coverings to the section of the block 136-238 which will ensure further works would not be anticipated for any time in near future.

Will this include damage to pillars and walls make good?	Making good will be included.
Will you be fixing the cracks in the groundwork courtyard?	The proposed works are to the structure and will not include the ground.

Major Works Payment options

The Council recognises that it can be difficult for some leaseholders to meet the costs of major works bills. We therefore offer a number of different payment options, in addition to that specified in your lease.

Options include interest free periods up to 5 years and interest bearing loans up to 25 years along with a hardship scheme that allows leaseholders to defer payment in certain circumstances.

If you wish to discuss these options or enter into a payment agreement, please contact Camden on 020 7974 4444. If you are unable to pay an invoice for your major works in full straight away, you should contact us so we can advise on the best option. Your payment methods are set out below. The extended payment methods are only available to resident leaseholders who occupy their property as their principal home

Up to 60 Months Interest-Free Payments

- Interest free periods of up to 10 months for annual service charges
- Interest free periods of up to 12 months on major works bills under £5000
- Interest free periods of up to 24 months on major works bills over £5000
- Interest free periods of up to 36 months on major works bills over £10,000
- Interest free periods of up to 48 months on major works bills over £15,000
- Interest free periods of up to 60 months on major works bills over £20,000
- All interest-free payment options are only available if you occupy the property as your only or principal home.
- Payments should be made from your bank using a Standing Order Mandate.
- Once an agreement has been made you are expected to keep to the terms until the bill is fully paid within the agreed monthly periods.
- If you do not keep to the agreement the Leasehold Team will start debt recovery procedures. This may result in additional charges to you, as well as interest payable on the original bill.
- if you want to use this method of payment you must:
 - Set up an instalment plan through the Camden Account or
 - o Complete and return the instalment agreement form

• Please keep your leasehold officer updated with any payment problems that arise.

5% Prompt Payment Discount

To benefit from this option you must pay the estimated major works invoice in full within 6 weeks of receiving the works start on site notification letter requiring payments to commence. You will then be entitled to a 5% discount from the final account cost. A letter will be sent go to each leaseholder informing them of the payment date.

NB: available to resident leaseholders who occupy their property as their principal home.

Service charge loans

A service charge loan from the Council may not always be the best option. To make a comparison, you should look at the 'secured loan' rates offered by banks or building societies. If you have an existing loan it may be better for you to add the sum to your existing mortgage.

Statutory Service Charge Loan

- We are required to tell you about a Right to a Loan
- Mandatory Service Charge Loans are interest bearing loans with set criteria that are applied as set out in accordance with the Regulations
- You must be the original RTB purchaser
- o Applies during the first 10 years of a RTB lease,
- This option is available but is not as flexible as Camden's discretionary loan, which offers longer payment periods.

Discretionary Service Charge Loan

If you have difficulty in paying the full amount of the major works bill straight away or by interest-free monthly instalments, you may be able to take advantage of the Council's non-statutory service charge loan scheme. This scheme is designed to be more flexible than the statutory scheme. If you wish to pursue this option please contact us and we will send out an application form. Details of the conditions are detailed below:

• Discretionary Service charge Loans are interest bearing up to 25 years, any resident leaseholder is eligible and currently attracts an interest rate of 3.13%.

- There must be sufficient equity in the property to cover the loan
- You must supply details of your current mortgage and any other mortgage or charge on your property
- We will ask you to complete an application form
- A charge over your property is required as security for the loan
- You will be required to pay the legal and land registry costs associated with setting up the loan.
- The loan must be paid in full if the property is sold
- Please bear in mind that you may wish to approach your mortgage-company and request they extend your mortgage to cover the cost of your outstanding invoices. You may also consider approaching another financial institution for a secured or unsecured loan.

Contact your leasehold officer to discuss your options or if you can't make payment or need a longer payment plan

You can make an appointment to discuss payment options

Please contact us and we will arrange a suitable time to meet with you.

Help for those in financial hardship

The Council recognises that leaseholders may not be able to able to make full loan repayments and offers some options to help; these allow payment to be deferred. We advise that you seek independent advice from your mortgage provider and other agencies before seeking assistance from the Council.

Hardship scheme options

Discretionary Voluntary Charge

This option allows resident leaseholders where the property is the principal home to defer payment of capital and interest.

- A voluntary charge in recognition of the debt due is secured against the value of your property and redeemable when the property is sold. The charge is noted at Land Registry and therefore the property cannot be sold without the debt being cleared.
- Leaseholders must demonstrate that they are unable to sustain loan repayments or obtain alternative finance.

- This scheme involves an up-front arrangement fee and we will charge interest on the loan.
- A Voluntary Charge is available if:
 - There is sufficient equity to cover the loan.
 - o Completion of an application form with details of any current mortgages and any other mortgage or charges on the property.
 - Completion of an income and expenditure statement
- Only available where the property is the principal home.
- It's important to note that annual interest is added to the loan.

Voluntary loan

- Is part of the hardship scheme where you may be able to pay the interest or be entitled to benefits, which leaves the capital sum to pay.
- An interest only payment is charged on the debt thus keeping the charge at a fixed level. You will be expected to pay all interest on the loan but may be able to receive assistance with this through the Department for Work & Pensions (DWP). Leaseholders in receipt of some forms of benefit may be able to arrange for the DWP to pay all or part of the interest due.
- The loan can be spread over a period of up to 25 years where the interest is paid monthly and the capital re-paid once the leaseholder sells the property.

Other options to assist with hardship

Buybacks

In extreme cases, the Council will consider buying your home back from you if you are having difficulty paying your mortgage and service charges. If we buy back your home you will become a tenant of the property after the sale has been completed.

 Where a property is bought back it is at sitting tenant value with the leaseholders becoming a secure tenant and remaining in the flat.

Defer payment for a year

• Allows a resident leaseholder to defer payment for up to a year where the bill is over £10k in cases where there is financial hardship through a sudden change of circumstances like a job loss.

Contact your leasehold officer to discuss your options End Summary