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NEWS

FPRA
FEDERATION OF PRIVATE RESIDENTS' ASSOCIATIONS

CHAIRING IN THE TIME OF COVID

By Shula Rich, BA MSc, Vice Chair FPRA

Somebody cares about Chairs!

Many who read the FPRA newsletter are the Chairs of their blocks, as I am myself.

Until I got an invitation to a conference on 'Chairing in Times of Covid', I didn't actually realise how different this year has been. I also didn't realise that there was an organisation caring particularly for Chairs of organisations per se - The Association of Chairs (AoC) is devoted entirely to the support of the Board role rather than any particular organisation.

The invitation began:

'The past year has been extraordinarily challenging for Chairs as their organisations have grappled with the consequences of Covid'.

Last November the Association of Chairs carried out a survey. There were 700 replies which represented as organisations 1,000s of people. There were 5,000 individual comments.

The study showed many Chairs have given significantly more time than usual to support their organisations through the crisis. They say: "Many have found the experience motivating but, worryingly, some found it highly stressful and demotivating."

The survey found that 62 per cent of Chairs spent four or more days a month on their chairing role compared with 43 per cent before the pandemic, and almost one in five (18 per cent) reported spending more than 11 days a month on chairing after the pandemic started, compared with 10 per cent previously.

Personally as Chair of a block of 109 flats, I have found Covid chairing more difficult. I had more emails than ever and we weren't meeting, so decision making was more difficult. Our Agents were working from home and doing their best. We had vital issues to decide like the guidance to give lessees on self protection in lifts and common-ways, and continuing Covid Safe works in the corridors.

The survey said, and I'd echo this:
"The majority of Chairs... have significantly increased the amount of time spent on their role during the Covid pandemic, raising concerns about the pressures they face..."

Reasons given for the increase in time spent on their voluntary role by Chairs were:

- additional time spent in meetings
- more frequent board meetings
- communicating generally.

In some instances, the study found chairing had become almost a full-time job especially in larger organisations.

"I stepped down from my paid position to leave me more time."

"Everyone is voluntary and, quite frankly, Covid has left us exhausted, especially the co-founders."

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Shula Rich didn't read the script when threatened with a £1.5 million bill from the conglomerate freeholders presented to the leaseholders here at Kingsway Court (NC Towers). Yet with her drive and conviction she galvanised the residents into an action group. They created so much bad publicity for the freeholders that, one Christmas it was simply sold over their heads. Within a few weeks, using the 'Right of First Refusal' law, Shula and her fellow residents had it back. Now Shula runs a Leaseholders Association and attends weekly free drop in surgery that led one MP to describe them as a credit to democracy. Now that's heroic.

Credit: NC Brighton Magazine, March 2007

INSIDE THIS ISSUE

Hello FPRA

Welcome to our second newsletter of 2021.

As we reflect on the last 12 months and the impact COVID-19 has had on us all, I am encouraged by the more positive news and the milestones we're working towards in order to regain our freedom.

Whilst I think the rest of this year is going to be slow going, now is the perfect time to review what's on our 'To Do' lists and to start to plan to address the things that the pandemic has forced us to put on hold and/ or not allowed us to action.

I know that big issues such as the Cladding Crisis, The Future Buildings Standard and The Fire Safety Bill as well as debates around Residents' Parking, and whether landlords should accept residents with pets (and many others), continue to be important to you. We have created the articles, features and all the content in this issue, alongside our website and webinars with you, our members in mind, in order to inform, advise and guide you. I hope you find them relevant and of interest and of course useful in your roles within your Residents' Associations.

Please continue to send in your questions, participate in our webinars and post your reviews – we welcome and enjoy all your contributions. And as always you can contact me directly at newsletter@fpra.org.uk

I wish you a happy, healthy and safe summer.

Yours,
Val Moore
Editor – FPRA Newsletter

Chairing in the Time of Covid

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However the Association report goes on to say:

"The past year has not been entirely negative for Chairs. Forty-four per cent of respondents said their motivation for the role had increased during the pandemic compared with 13 per cent whose motivation decreased."

Interestingly a variety of factors were behind the rise in motivation which could also apply to the Chairs of blocks of flats including the Board and staff supporting each other and working more closely together.

Forty-two per cent of respondents said "Board relationships had improved since the pandemic".

But a number of the respondents said "the pressure was becoming too much and some had fears about burnout".

For my part this is the first material that I have read that looks into the role of voluntary boards and their chairs. It makes serious suggestions for our welfare.

In my own block (perhaps yours too?), we find that one or two leaseholders (who are not on the Board) don't always recognise the voluntary time given and can make things harder by demanding the Board achieves a perfection that individual freeholders never could without great good fortune.

Here are two of the survey conclusions:

1. Chairs to prioritise their own well-being and seek out support from colleagues and other Chairs and support organisations such as AoC.
2. Board members to be more proactive in finding ways to support the Chair by taking on additional tasks and working to enhance relationships within the board and beyond.

Rosalind Oakley, CEO of AoC said in her press release: "The survey underlines just how challenging this period has been for Chairs. Many are spending considerably more time on their role and are going above and beyond what is ordinarily expected of them. It is therefore imperative that we create a more supportive environment or else we risk the burden of the role becoming too much and many Chairs simply walking away. They are volunteers after all."

Fortunately in my block the pressures did not fall on the Chair alone. Our Board has always shared tasks evenly between us according to our experience and talents.

This crisis shows us how important this structure was in sharing responsibilities rather than everything landing with the Chair, which would be incorrect and even irresponsible.

The survey was sent to Sharika Sharma, Head of Business Development at CCLA, who said: "This survey gives voice to the increasing, and possibly overwhelming, demands placed on Chairs."

I would add 'and Boards' and add thanks to AoC for recognising this, documenting it at a national level, and making such constructive suggestions.

THE QUEEN'S SPEECH

The Queen's Speech took place on Tuesday 11 May 2021 as part of the State Opening of Parliament. A number of measures were announced in the speech related to the Ministry of Housing, Communities and Local Government (MHCLG).

These measures include:
Planning Reform Bill
Leasehold Reform (Ground Rent) Bill
Building Safety Bill
Measures for Renters

Planning Reform Bill

The Planning Reform Bill will bring forward measures to simplify the planning system, making it easier to build the homes people need in the places they want them.

The Bill will ensure that decisions allocating land for development at the local plan stage will give certainty on the nature and scale of development which is acceptable. By giving design and quality expectations weight alongside the local plan, communities will be able to meaningfully engage with proposals, whilst this increased certainty will allow development to be brought forward with confidence, knowing that it aligns with local people's preferences.

All of this will be enabled by modernising the planning system, moving away from long technical documents to visual representations of the effects of development, making the system more accessible to local people and supporting them to engage with plan making and planning applications. This will be underpinned by a renewed commitment, alongside the Environment Bill, to ensuring the planning system enhances the environmental and cultural assets which enrich communities, whilst supporting sustainable growth across the country.

Government will set out more details and next steps on the reforms, including a response to the Planning for the Future White Paper, later this year.

Leasehold Reform (Ground Rent) Bill

In recent years an increasing number of properties have been sold with lease agreements that resulted in significant ground rent liabilities for long leaseholders for no tangible service. Through the Leasehold Reform (Ground Rent) Bill, the government is taking action to prevent the practice of onerous and escalating ground rents from affecting future leaseholders.

For the first time, ground rents in new residential long leases will have no financial demand. These leases will be set in law at a genuine 'peppercorn' level, meaning that if demanded, nothing more than a physical peppercorn can be sought from leaseholders. We are also introducing new rights for Trading Standards to levy penalties on freeholders of up to £5,000 for breaches of the law. These reforms will ensure that leasehold becomes a fairer and more transparent system for future generations of homeowners.

Building Safety

The Queen's Speech set out that the government intends to bring forward the Building Safety Bill in this session. This Bill is a significant and comprehensive piece of legislation. Together with housing, construction products and fire safety legislation it will deliver a stronger regulatory system, to ensure the nation's homes are safer in future. It introduces the new Building Safety Regulator which will radically reform regulation of the built environment. The Bill ensures that there is a clear framework of accountability and enforcement functioning throughout the lifecycle of higher-risk buildings and that residents have a strong voice in the system.

Alongside other legislation, including the Fire Safety Act, the Bill works to deliver on the key recommendations following Dame Judith Hackitt's Independent Review of Building Regulations and Fire Safety.

Measures for Renters

The government has also reaffirmed its commitment to reform the private rented sector to deliver a better deal for renters.

A White Paper, set to be published in the Autumn, will outline the government's package of proposals to create a reformed and balanced private rented sector that works for landlords and tenants.

We will consult extensively with stakeholders to inform and shape these reforms to how the private rented sector operates in England, to build a system that works both for tenants and landlords. The White Paper is expected to include government's proposals for the abolition of Section 21 evictions – where landlords can evict tenants without giving a reason – giving tenants security and peace of mind. Reforms will also ensure landlords' rights to regain possession of their property when it is fair and reasonable for them to do so. Proposals for introducing a new 'lifetime' deposit model will also be set out, easing the burden when tenants choose to move home.

Legislation will be brought forward in due course, but it is only right that the proposed reforms are considered in light of the impact of the pandemic and through engagement with stakeholders ahead of introduction to achieve the right outcomes for the rented sector.

We will continue to deliver on the Social Housing White Paper proposals, including implementing the Charter for Social Housing Residents, delivering transformational change for social renters. We will also continue to develop reform of social housing regulations and look to legislate as soon as practicable.

You can see the full copy of the Queen's Speech and the background briefing notes here: https://www.gov.uk/government/speeches/queens-speech-2021 and here: https://www.gov.uk/government/publications/queens-speech-2021-background-briefing-notes

Summary from the Queen's Speech background briefing notes, sourced from MHCLG External Affairs.

THE CLADDING CRISIS – THE FACTS MADE AVAILABLE TO ALL MPS

By Shula Rich, BA MSc, Vice Chair FPRA

"Leasehold High Rise blocks – who pays for fire safety work?"

The MPs who ended up voting against the Lords Amendments in the debate on the Fire Safety Bill had all the facts they needed to persuade them to vote for it. Everything was there in their own briefing paper including alternative funding solutions.

House of Commons Library briefing papers are research publications produced by Houses of Parliament Libraries for Members of the House of Commons and House of Lords. They are also an authoritative and comprehensive summary of available information and open to all of us at no cost.

The final research briefing for MPs, before voting took place on the Fire safety Bill, was published on 13th February 2021: "Leasehold High Rise blocks – who pays for fire safety work?" https://commonslibrary.parliament.uk/research-briefings/cbp-8244

The author of this paper is Wendy Wilson, the Housing Policy Analyst at the House of Commons since 1991. Her research covers 19 pages of entries in the House of Commons Research Library. There is no person more qualified to have complied this immensely difficult briefing.

The briefing focuses on questions we all know the answer to, but gives us the hard facts we need to justify our conclusions. It asks:

1. Who is responsible for paying for fire safety works on blocks of flats?
2. How adequate is the 5 billion pound funding to remove flammable cladding?
3. How adequate is the funding for repair of historic defects, such as a lack of fire stops?

In its 55 pages it deals with the following major questions:

- Who owns the affected blocks?
- The government position on Building Safety
- Leaseholders' liability and payment for historic defects
- Government funding to remove ACM cladding and non-ACM cladding
- Funding and applications for funding from privately owned blocks
- A Building Safety Fund to remove non-ACM cladding exclusions and deadlines
- Blocks below 18 metres
- Paying for additional fire safety measures and interim costs
- Waking Watches
- Unsaleable flats
- External wall insulation
- Rising insurance premiums
- Local authority enforcement powers
- Views on who should pay and how?
- Options considered by the APPG on 10 December 2020:
  - developer levy
  - a new tax on the UK residential development sector
  - loan scheme
  - Funding Model – Victoria, Australia.

Wendy Wilson quotes the pre legislative scrutiny committee... "We continue to believe that residents should not bear any of the costs of remediating historical building safety defects and are deeply concerned by the government's failure to protect them from these costs. We are especially disturbed by its commitment to protecting them only from 'unaffordable costs'. It would be unacceptable and an abdication of responsibility to make them contribute a single penny towards the cost of remediating defects for which they were not responsible."

HC 466, Pre-legislative scrutiny of the Building Safety Bill, Fifth Report of 2019-21, 24 November 2020, para 31

Whilst the research papers are said to be impartial, in this situation impartiality is an impossibility. Nobody reading it could remain so.

FPRA stands with all leaseholders in opposing any attempts to force leaseholders and RMCs to pay for the faulty construction and cladding applied to their buildings.

MEMBER OF THE COMMONHOLD COUNCIL

We are pleased to announce that our Chairman, Bob Smytherman, has been appointed by RT Hon Robert Jenrick MP, as a Member of the Commonhold Council, which will prepare homeowners and the market for the widespread take-up of commonhold. On behalf of the FPRA, this will provide a conduit for us to continue to lobby government and criticise government policy always with our members best interests in mind.

Expert group to help homeowners gain more control over their homes

Homeowners are set to benefit from greater control over their home and building, as an advisory panel prepares them and the market for the widespread uptake of a collective form of homeownership, known as commonhold.

As part of the biggest reforms to English property law for 40 years, Housing Secretary Robert Jenrick launched the Commonhold Council (announced on 13 May 2021) – an advisory panel of leasehold groups and industry experts who will inform the government on the future of this type of homeownership.

The commonhold model is used widely around the world and provides a structure for homeowners to collectively own the building their flat is in, with a greater say on their building's management, shared facilities and related costs. There are no hidden costs or charges, preventing some of the egregious practices currently seen in some leaseholds.

The Commonhold Council, chaired by Building Safety Minister Lord Greenhalgh, will form a partnership of leasehold groups and industry representatives. These members – including Leasehold Knowledge Partnership, the National Leasehold Campaign, UK Finance and the British Property Federation – will bring their expertise on the consumer needs and market readiness for commonhold within the housing sector.

Commonhold gives homeowners more autonomy over the decisions that are made. They are in control of their building in what is known as the building's 'commonhold association'.

The newly formed Commonhold Council will help to make this a reality for more homeowners – as the government takes action to make home ownership fairer and more secure.

The move follows recommendations made by the Law Commission to simplify the commonhold system and expand its use for both new homes and existing leasehold buildings. The government will respond to these recommendations in due course.

Housing Secretary Robert Jenrick said:

"We want to give homeowners across the country the autonomy they deserve.

"The new Commonhold Council launched today will – together with leasehold groups and industry experts – pave the way for homeowners in England to access the benefits that come with greater control over your home.

"We are taking forward the biggest reforms to English property law for 40 years – and the widespread introduction of commonhold builds on our work to provide more security for millions of existing leaseholders across England, putting an end to rip-off charges and creating a fairer system."

Professor Nick Hopkins, Commissioner for Property Law at the Law Commission said:

"The Commonhold Council will help to reinvigorate commonhold, complementing our recommendations for a reformed legal framework.

"I am delighted to be able to support the Council's work, which will pave the way for commonhold to be used widely, ensuring homeowners will be able to call their homes their own."

This builds on the announcement in the Queen's Speech, where government set out its intention to restrict ground rents for new residential long leases to a peppercorn. Earlier this year, the government also announced changes that will mean that any leaseholder who chooses to can extend the lease on their home by 990 years, on payment of a premium, and will no longer pay any ground rent to the freeholder.

These changes will enable those who dream of fully owning their home to do so without cumbersome bureaucracy and additional, unnecessary and unfair expenses.

A Law Commission report said last year the leasehold system was not working for home owners. These changes will make the leasehold system fairer, cheaper and simpler. The launch of the Commonhold Council is a positive step to ensuring that homeowners have equal opportunity to manage their properties with fairness and dignity.

ELECTRIC VEHICLE CHARGING POINTS

By Shaun O'Sullivan,
FPRA Honorary Consultant

As the result of much lobbying, the Office for Zero Emission Vehicles (OZEV) has announced that the Electric Vehicle Home Charge Scheme (EVHS), which provide grants to install electric vehicle charge-points and which have long been available for single unit occupancy housing, will be reformed to provide more support to people living in flats and those in rented accommodation (including leasehold properties) in order to accelerate electric vehicle (EV) uptake.

It is hoped that the reforms will make it easier for leaseholders to access grants as they are planned to include a scheme to provide for owners of blocks of flats to access grants in order to retrofit the required infrastructure.

The FPRA has been consulted and we hope to be able to influence the development of a workable scheme.

THE PAST, PRESENT & FUTURE OF COMMONHOLD

By Nicholas Roberts, FPRA Legal Adviser

Bob Smytherman asked me to contribute to a collection of views and predictions on commonhold. I had to warn him that I was not a whole-hearted supporter of the current proposals. I would not say that I am against commonhold, I just think that in essence it is responding to a problem which can often be resolved equally well by having an RMC which owns its own freehold ('RMC/leasehold').

Certainly, commonhold has some advantages over RMC/leasehold, and these were outlined in the 2018 Law Commission Consultation Paper. But some of the advantages set out there are frankly illusory (a 999-year lease is only notionally a wasting asset), others (eg flexibility) could be seen as a disadvantage or an advantage, depending on one's preference, and then RMC/leasehold has some advantages over commonhold (eg in protecting the community interest in enforcing payment of contributions). It's an over-generalisation, but it is too difficult to update the leases with leasehold, and too easy to alter arrangements with commonhold.

The PhD which I completed in 2008 focussed on the differences between commonhold and RMC/leasehold, and I don't think I would greatly modify the conclusions that I reached at that time. But what I think I did appreciate more while working for the Law Commission from 2018 to 2020 is that commonhold is really a response to a situation which is now less common: the block of flats of between, say six and 100 units, where the building includes only flats, and they are all similar (so no social renting or affordable housing in the mix). Commonhold was designed to address that sort of situation. They were the only flat developments which were around when Professor Aldridge drew up the original report outlining Commonhold in 1987. He was also dealing with a situation where it was virtually certain that there would be no 'buy-to-let', and so all the flats would be owner-occupied, except perhaps for the occasional flat which was rented out while someone worked abroad, or in another part of the country.

What the Aldridge Report, and the 2002 version of commonhold did not have in mind, was developments with multiple levels of service charge: a charge for the building and another for the estate, and often further elaborations to cover (say) those units that have parking and those that don't. I have come across leases which accommodate up to five different 'schedules' of service charges – they are also sometimes described as service charges with different 'heads' of charges.

At the extreme is the sort of development which I have come across at Woolwich Arsenal (Berkeley Homes) where there are around 10,000 units. There has to be a multi-level service charge – even the townhouses pay for upkeep of estate roads, the open spaces, the flood defences (they are east of the Thames Barrier) and security (they actually pay the Metropolitan Police for additional Community Police Officers!). The Commonhold Report attempts valiantly to deal with this sort of situation, but I think the attempt to reconfigure the commonhold concept so that a small town can be within a single commonhold is just too ambitious and won't work in practice.

I think it would have been better to restrict the size of commonholds, and to deal with the sort of services mentioned above by having an estate rentcharge. Commonholds would basically comprise a single building, and the top-level services would be provided by one or more service companies, which would collect one or more rentcharges. However, the service companies would not necessarily be under the democratic control of the unit owners, so the Law Commission favoured setting up 'sections.' (I am not sure what precisely is the 'democratic' solution and how one has to do the counting when one is balancing residential and commercial interests, and housing interests and financial interests).

It would, in my view, still be possible for developers to link together a group of commonholds by having them all subject to a rentcharge. (I am assuming here the Ministry of Housing, Communities and Local Government will implement its proposals to enact provisions equivalent to section 19 of the Landlord and Tenant Act 1985 to regulate estate rentcharges. This will ensure that estate rentcharges can be challenged if not reasonably incurred). I think that developers will in practice adopt the estate rentcharge in preference to having 'multi-layered' commonholds in sections. But I think it would have been better if the Law Commission proposals had been put together on the assumption that this is how multi-layered commonholds would work in practice.

The other issue from where I part company with the Law Commission proposals is over commonholds which include commercial elements. Planning policies favour having commercial uses mixed up with residential. When it works this cuts down on the need to travel, and makes for better communities. Currently developers, to comply with planning policies, include for example shops on the ground floor, and offices on the first and second floors, and residential units on the remaining six floors. Under the Law Commission proposals, the residential commonhold unit holders are likely to have the final say in running the commercial parts, even if the developer retains ownership of the commercial parts.

If, as is more likely, the developer sells on the commercial parts to a property company, the company is surely going to pay less for them as investments than for units which either (a) the property company will control or (b) they can be sure will be managed by a commercial company, which knows what it is doing. I can't see what economic or moral justification there is for insisting that developers build commercial units which they will not be able to realise for their full value.

Some of the Law Commission's proposals on commonhold divided into 'sections' mean that those who are directors of commonholds will be ultimately responsible for the decisions of sub-boards. It is difficult enough, post-Grenfell, to get people to serve as directors of RMCs already. But who is going to be willing to take on a directorship of a commonhold when they may have to answer for the decisions of a sub-board of which they are not a member?

Another point which I think is glossed over is the Australian experience. Commonhold enthusiasts take the line that Australia allows for strata titles to be multi-tiered, and Australian developers build large, mixed-use developments, so if strata title works in Australia, why should multi-tiered commonhold not work in England and Wales?

What I think that overlooks is that although the laws of some of the Australian states allow for multi-tiered strata title corporations, in practice developers almost never use them. Individual blocks, or the residential part of a development, may be an individual strata-title scheme, but in a building which contains different uses, the various parts will be governed by an overarching 'Building Management Statement'. If there are several buildings, the equivalent will be the 'Strata Management Statement'. This is a lengthy and complex document which is drafted by the developer, and ensures that the residential strata owners will not be able to alter the way that the scheme has been set up. I have even come across the website of a Queensland strata title expert who boasts on it that he can set up the documentation so that the BMS or SMS reserves valuable management rights which the developer can then readily sell on, when the development has been completed. My observation: "It's beginning to look a lot like leasehold..."!

The ultimate irony is that New South Wales has had to amend the NSW strata legislation to allow for leasehold strata title, so that a public authority could maintain overall control of a waterside development there! Use of this provision seems to be becoming more common.

UNDERSTANDING THE PROPERTY MANAGER'S ROLE

By Bob Smytherman, FPRA Chair with comment from Andrew Bulmer, IRPM

Leaseholders and property managers don't always fully understand what their property manager can and can't do. This can cause problems when it comes to customer relations.

Recent research carried out by the IRPM with ARMA, into the wellbeing of members, highlighted some key triggers for job-related stress. These include unrealistic expectations of what property managers can achieve and a lack of awareness of what they are able to do for their fee.

The IRPM believes these issues can be improved by effective communication, greater transparency and relationship building and using your membership of the FPRA to gain a better understanding of the way the leasehold sector works and better recognise the skills of – and constraints on – property managers. "This can help promote more positive interactions and relationships which aid the smoother running of blocks and contribute to the wellbeing of both professionals and residents," says Bob.

The last year has been tough for leaseholders, especially those living with unsafe cladding and coping with potentially dangerous buildings and large service charge bills for remedial works alongside the obvious stresses of the pandemic. But it's been tough for property managers too.

Bob thinks building better relationships between leaseholders and their property agents is vital to the smooth running of blocks and he's keen to do more. "The FPRA is here to help leaseholder-run RMC and RTMCos get the best from their managing agent. I believe our independent services are the best way to support leaseholders and empower you to take responsibility for your buildings in a way that is good for your wellbeing and that of the managing agent."

IRPM's Andrew Bulmer adds a footnote to this. "The FPRA exist to support resident directors in their duties running their estates. To be clear, this also includes RMCs/RTMs that self-manage. Managing agents may not be comfortable introducing their RMC directors to the FPRA, mindful that we provide support for self-managed estates as well as agent managed. However, in the right circumstances I think this is worth trialling. Bob is clear that greater responsibilities are heading the way of RMC directors who need the services of a managing agent and it makes sense to support better working relationships between RMC directors and managing agents. In my business, I certainly found it much easier to work with resident directors who knew what they were doing, and I spent a great deal of time helping directors understand their responsibilities." The IRPM is now working on an initiative to help support property managers at work.

This article has been adapted for the FPRA Newsletter. First published in the IPRPM Update, April 2021

CHOOSING THE RIGHT ENERGY BROKER FOR YOU AND YOUR RESIDENTS – WHAT TO LOOK OUT FOR

By William Bush, FPRA Honorary Consultant

The utility markets can be frustrating, so it is essential to make sure that the right procurement strategy is in place. With cold callers promising savings on a weekly basis, and suppliers issuing incorrect invoices, it is easy for your normal working day to be disrupted with energy headaches.

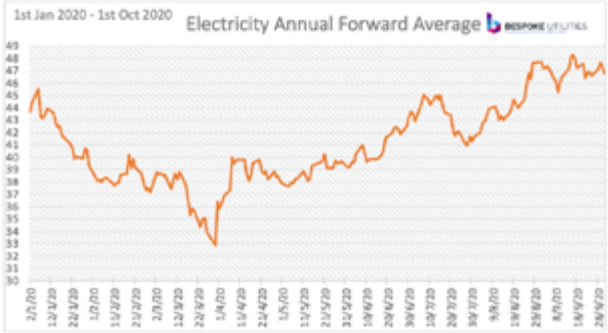
In this article we aim to explore issues that the property management industry faces with regards to energy procurement, and how choosing the right energy broker can help.

Property management is a unique type of business in many regards. Even though the consumption of gas and electric is for landlord supplies and domestic use, energy suppliers will view it in commercial terms. This is due to the contracting entity being a registered business, usually in the form of an RTM or a property management company.

Over 90 per cent of UK businesses use an energy broker to assist them with their energy requirements. These brokers acts as an intermediary between a company and the energy suppliers, and because the market for brokers is unregulated, the level of service varies; by asking the right questions and understanding the services that are being offered, the chances of partnering with a reputable brokerage and reaping the benefits are highly increased.

There are over 50 commercial energy suppliers to choose from, so working with the right broker enhances your ability to tap into these contacts and achieve real savings. The energy markets can be extremely volatile, so securing a broker who understands them and can make well-informed and strategic purchasing decisions is important.

The graph below shows the average electricity price for Jan-Oct in 2020. As you can see, the prices fluctuate dramatically, both upwards and downwards, so having a broker that can forecast the potential reasons for the peaks and troughs could be the difference between a healthy saving or a price increase for residents. Tapping into this knowledge gives you the best chance of achieving savings for your clients, rather than randomly picking a day to do your procurement, and losing out on a dip in costs.



**The year 2020 was particularly interesting because of the global pandemic. As a brokerage, we can forward buy gas and electricity a year in advance of the contract start date. By understanding the situation in Asia and how it was starting to affect the global markets, we were able to forward buy in March for contracts that finished later in the year. This knowledge secured a lot of our client's prices that would have been 30 per cent more expensive if it was done two months later.*

A good broker will have developed contacts within the industry over several years and have direct relationships with all suppliers. They should have the relevant experience of working within the property management industry in order to understand different credit terms, payment methods, and the demands of a company depending on the size of the portfolio. Credit approval can often be an issue with suppliers – especially with RTM companies that file dormant accounts – so it is important to work with a broker that understands this, and knows which suppliers are suitable for this type of client.

Most brokers offer a full range of bureau services. Some questions you should ask if you are reviewing additional services are:

- **Do they offer invoice validation?** Roughly 1 in 4 invoices that we validate are incorrect. We can check up to 10,000 invoices a minute and we review over 30 things on each invoice. For example, do the rates match the contract and is the VAT rate 5 per cent.
- **Do you have access to an online portal?** You should be able to have online access to your invoices, annual consumptions, price history and view budgeting costs for properties, so you have a personal energy touch-point and dashboard to check in on when you need to.
- **Do you have a dedicated account manager?** Our team of account managers have many years of experience, and are available to deal with any queries you have. If you manage a sizeable portfolio, weekly calls can be arranged to discuss any issues.
- **How do you manage new sites if you have a large portfolio?** We ensure all new sites are contracted and any lost sites are removed from the portfolio. We offer a guarantee to cover costs if something falls onto 'out of contract' rates.
- You could also ask whether the broker can assist with things such as tenant billing, metering costs, meter upgrades and heat network regulations. And can they offer a cost neutral renewable electricity option?

One further key thing to look out for when sourcing a new brokerage, or reviewing your existing one, is how much they charge for the service. There is a myth that brokers provide this service for free, but that is not strictly true. The most common way that brokers earn their money is by an uplift on the p/kWh unit price. Some suppliers do not have a limit on the uplift that a broker can apply, so it can increase the cost of a contract dramatically.

Brokers may also charge an up-front fee, for the services they provide. It is important to understand how much the broker is receiving and what the level of service is that they are providing for that. Transparency is key in developing a good working relationship. We have experienced savings of up to 30 per cent just because of our transparent way of working, and by significantly reducing the hidden commissions that have previously been charged. Most brokers should offer a free review of your contracts, where you can detect if better savings or services are available.

If you manage multiple sites, then the services of an experienced broker could save you a lot of time and money. When done manually, the process of validating invoices and handling queries can take a long time but a broker should have systems in place that will take minutes. Buying all your sites energy requirements at once can also increase your purchasing power and drive down costs.

As an example of the benefits a good energy broker can provide, we recently began working with a managing agent who oversees 250+ blocks in and around London. They were hesitant at the start, due to a bad experience with a previous broker, but due to their rapid expansion over the last couple of years and increased demand for the time needed to spend handling energy related issues, we had an initial conversation.

Their portfolio was made up of over 250 separate contracts, with more than 10 different suppliers. Each one had a different contract end date, and it was difficult for them to manage across the board. We spoke about a procurement strategy that could suit them, and the following plan has been put in place:

- A series of short-term contracts were introduced, to achieve a common end date for the whole portfolio.
- We went to market for the 250 blocks in one go, increasing our purchasing power with suppliers. By doing this we were able to achieve better prices than when it was done on a site-by-site basis. This also meant that procurement was only required once a year. No sites fell onto an 'out of contract' rate, and all procurement was carried out within the parameters of Section 20.
- A full validation of invoices is currently being carried out once a month. This enables us to highlight invoices that are incorrect. We then work with the supplier to resolve these issues before payment is made. The client estimated that this process saved a member of their team over six hours a week, which can now be better distributed in other areas of work.
- Sites that had previously been unable to secure credit because the RTM was filing dormant accounts have now secured credit, as they are part of a bigger group. Some of the savings for these sites were over 50 per cent.

To find out more information about the industry, or if you have questions surrounding any of the above, please feel free to contact us by telephone on 0208 787 7100 or email me on: william.bush@bespokeutilities.co.uk

Disclaimer: The FPRA Committee does not endorse any supplier. Before engaging with a new supplier, we suggest you make your own enquiries and take up references. You can also make use of the forums available from the members' area of our website and our LinkedIn page.

FPRA Webinars

We hope you are continuing to join and enjoy our webinars – we will continue to send the details ahead of each session via email. If you haven't been able to join so far or just want to listen again, you can find them all on our website.

AGM

While the details are still to be finalised, please put Wednesday 17 November 2021 in your diaries – we'll be holding our AGM and celebrating our 50th Anniversary.

Our keynote address will be delivered by Philip Rainey QC, a leading specialist in property law. We'll also have our regular speakers, presentations and financial reporting alongside the traditional round table networking, where you will have the opportunity to connect with the FPRA team, Committee Members and our Honorary Consultants.

We hope you will be able to join us – a link for you to register and confirm your attendance will be sent out in due course.

ROVER'S GIVEN THE RED CARPET TREATMENT!

Shaun O'Sullivan, FPRA Honorary Consultant, reflects on the government's pet-friendly modified model tenancy agreement

With a dearth of rented accommodation overtly advertised as pet-friendly, yet with pets being an integral component of family life, a modified model agreement for a short-hold assured tenancy was announced by the Minister for Housing in January. For many, renting accommodation has evolved as the default form of tenure yet only about 7 per cent of private landlords advertise their properties as pet-friendly. Finding a property with a landlord prepared to accept pets has consequently become a real challenge; and particularly so when landlords positively refuse pets.

Under the new model tenancy agreement landlords will no longer be able to issue a blanket ban on pets, with consent for pets being the default position. Although tenants are required to seek consent, landlords will have to respond in writing within 28 days if they wish to object and to provide good reason for doing so. Although, in his announcement, the Minister for Housing acknowledged that we are a nation of animal lovers, he equally highlighted the fact that only a tiny fraction of landlords advertise pet-friendly properties and that in some cases pet owners have been placed in the position of having to give up their beloved pets in order to find somewhere to live. Although there is no legal obligation to use the model agreement, it is the government's recommended contract for landlords; and with more than half of adults in the UK owning a pet and with many more welcoming pets into their lives during the pandemic, the model agreement should go some way towards meeting the need to accommodate owners and their pets.

The model agreement makes clear that landlords should accept a request for a pet provided that they are satisfied

that the tenant is a responsible pet owner and that the pet is of a kind that is suitable in relation to the nature of the premises at which it will be kept. The guidance makes clear that a responsible pet owner will be one who is aware of their responsibilities in making best efforts to ensure their pet does not cause a nuisance to neighbouring households or cause undue damage to the property.

Although the model agreement should be able to be operated without too much trouble in respect of houses and although it has been designed to embrace those renting flats also, the constraints placed on pet ownership in some leasehold flats might require an additional layer of approval.

Many residential leases are silent on the issue of pets and, in such circumstances, any leaseholder who lets their flat would, if using the model agreement, have to be accepting of the position that the tenant would, by default, be permitted to have a pet unless the leaseholder can cite good reason why a pet is not allowed to reside in the property. Any difficulties which might arise as the result of there being a pet in a flat where there is no specific reference to pets in the lease, would have to be pursued, with the leaseholder, under 'disturbance' covenants or regulations enshrined in the lease; and the leaseholder, whilst having to accept the default position, should bear this in mind when considering the application.

However, there are many leases which require the leaseholder to seek consent (licence) to have a pet or pets, with some leases specifically stating that any consent granted can be withdrawn should the animal cause nuisance or annoyance to any of the other occupants of the flats.

The implication for ground landlords/freeholders, in cases where leaseholders are letting their flats using the government's recommended modified model agreement and where the lease requires that consent be sought, is that they might well be placed in the position of having to react swiftly to applications for licences in order to meet the 28 day window.

It is likely that in blocks where the freehold is not owned collectively by the leaseholders, the freeholder or his managing agent will have a clear and established policy on responding to such applications. Some Residents' Management Companies (RMC) and Right to Manage (RTM) companies might also have developed their own policies. However, those that have not done so might well be advised to prepare themselves by agreeing and establishing a template licence adaptable for the specific application in question.

In so doing they might well decide, for example, to restrict the number of pets, prohibit breeding, place conditions on the exercising of dogs in any grounds and make clear that consent is conditional upon any pet not causing undue nuisance or disturbance and that the licence would be withdrawn within a predetermined timescale in cases of non-compliance.

Of course, some leases specifically forbid pets; in such cases, and notwithstanding the model agreement, any sub-tenant who introduced a pet would cause the leaseholder to be in breach of the lease.

FPRA HONORARY CONSULTANTS/ DIRECTORS

UPDATE

Ross Weddell and Jonathan Gough have joined the FPRA as Directors. They will be part of the Board taking day to day responsibility for the running of the FPRA, as well as the financial planning, decision-making and strategic thinking to ensure that the FPRA is always aligned to and working in the best interests of our members. And we're delighted that Sally Drake joins us as one of our valued Honorary Consultants.

We extend a very warm welcome to Ross, Jonathan and Sally and you can find out more about them here and on our website.

Ross Weddell

Ross started his career with an Industrial Placement at AkzoNobel N.V working in paint research. After the completion of his degree (a 2:1 in Chemical Physics) he worked for Williams Hybrid Power, monitoring Novel Electric Hybrid bus technology on buses in South London. He then spent six and half years working on Teeside for a Graphene manufacturer, Applied Graphene Materials. Ross was involved in numerous areas of the business including safety management, powder production, dispersion production, dispersion scale-up, order dispatch, equipment training and stock control.

Currently the secretary of the Zetland Management Company, which manages the Zetland Building, Saltburn-by-the Sea on behalf of leaseholders, he has been a director since 2018 and Company Secretary since 2019. The Zetland is a Grade 2 listed building and a converted railway hotel. The hotel was built in 1863 and had its own train station, the remnants of which form part of the building today. The building contains 31 leasehold flats, with 125-year leases from the conversion date of 1989.

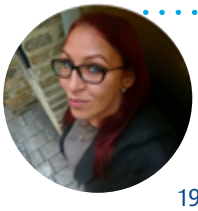
Ross has led improvements in the management of the block including improved communication with leaseholders, the institution of a formal budgeting process, the production of an Annual Report, the production of a yearly Condition Survey and Maintenance Register, Improved Emergency Maintenance Provision, the planning and execution of Fire Safety improvements, improved recording of historical issues and improved building management processes (eg. Structure for expenditure approvals).

Jonathan Gough

Jonathan brings his experience as a health and safety professional to the FPRA. He is a Chartered Member of IOSH and a specialist Fire Risk Assessor with professional qualifications in Ergonomics, Workplace Adjustments and Mental Health. We're please to say that he is therefore well-equipped to offer advice on subjects such as lifts, general/fire risk assessments, asbestos register, hardwiring tests, portable appliance testing, water testing (Legionella and general quality) health and safety and fire safety.

His 19-year career has spanned a number of different sectors and a variety of projects. He's been responsible for the development and implementation of an OHSAS 18001 compliant management system. He's created bespoke health and safety training programmes and provided consultancy services on safety and workplace health issues. And he's delivered a number of Risk Assessment and Access Audit programmes.

Jonathan's current role is with the Fexco Property Services group where he has responsibility for the delivery of health and safety, providing no-nonsense practical advice ensuring a safe environment for staff, clients and home-owners alike. He also sits on the ARMA high rise buildings safety committee, and the IRPM safety working group.



Sally Drake

Sally is a GOBER trained customer service and leasehold specialist. She started her career in property management with Southwark Council in 1999 as an assistant to the Neighbourhood Manager, and has since worked in various councils, housing associations and private managing agents.

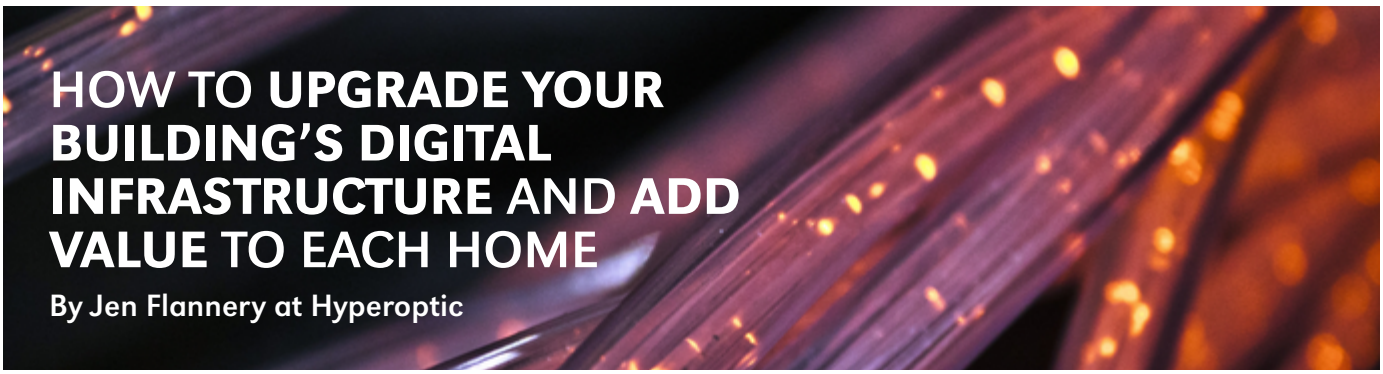
She has over 20 years' experience in leasehold and freehold tenure property management across both the public and private sectors and is currently working as Director & Senior Block Manager at the head of Benjamin Stevens Block Management incorporating Frederick George Management Services.

Sally's specialist knowledge can be found in subject areas such as major works/Section 20 Legislation, project management, right to manage and leasehold law.

Farewell to Malcolm Wolpert

Malcolm will be leaving the FPRA. He was a Director, not once but twice, for just over four years. His experience from running large customer service teams within the telecoms and utilities industries, as a Director of Human Resources and latterly as a consultant assisting with the running of large business events around the UK, has been invaluable. And with over 16 years' experience of being a Board member and a Director of Residents Management Companies as well as his insight from living in a self-managed block of flats in London, has been an important source of information.

We would like to take this opportunity to thank him for his time and support and wish him well for the future. And long may he continue with his inspiring volunteering – as a mentor to those setting up their own businesses and at The Royal London Hospital.



HOW TO **UPGRADE YOUR BUILDING'S DIGITAL INFRASTRUCTURE** AND **ADD VALUE** TO EACH HOME

By Jen Flannery at Hyperoptic

Residents today want and need a reliable broadband connection. It has become fundamental to their quality of life. It's evolved from being an enabler for entertainment and socialising, to being a critical tool for them to work, learn and communicate. Whereas a few years ago residents may have been happy to live with a flaky service, it's now become firmly cemented as a lifeline that they cannot compromise on.

Not all broadband companies are equal

However, despite its critical role in our lives, there is a huge amount of confusing information on the market, which means that many Resident Management Companies (RMCs) don't know or understand the options available to them. So, let's start by busting the jargon.

Until a few years ago, nine out of 10 homes and businesses in the UK only had access to broadband packages from Openreach's FTTC network and Virgin's DOCSIS network, which enabled 'superfast' fibre broadband speeds. However, this phrase 'superfast fibre broadband' was very misleading. In both cases the fibre stopped at the green box (cabinet) at the end of the street, and the actual connection into the home was delivered over copper, which meant that users rarely got the advertised speeds, and the performance was subject to distance attenuation and peak time slowdowns.

We (Hyperoptic) pioneered a totally different approach with 'full' fibre optic technology. This involved installing dedicated fibre infrastructure to new buildings and existing developments, which enables us to offer consumers and businesses gigabit-capable broadband with average speeds of up to 900Mbps, which is over 12x faster than the UK average. Subject to survey, we install at no cost to the building owners.

With gigabit speeds, users can download a HD movie in 40 seconds and upload 300MB of photos in two seconds. Also, because the fibre goes all the way into the building the resident has a connection they can rely upon – no matter what time of day it is, or how many people and devices are connected to the Internet.

The role of building owners to Gigabit Britain

Fast forward to today and 18 per cent of the UK now has access to this gold standard of 'full' fibre connectivity. Last year the government confirmed it will amend the Building Regulations 2010 and legislate that all new homes should have gigabit broadband as standard. The current Conservative government has an ambition to get 85 per cent of the UK connected to gigabit-capable services by 2025.

This is an audacious undertaking, which requires lots of parties to work together to 'Gigabit Britain.' This is because, in the majority of circumstances, the property owner has to sign a wayleave prior to the installation of full fibre. To sign this, they need to trust that the broadband company will safely install its digital infrastructure with maximum communication and minimum disruption.

We recognised this from our inception, which is why we have worked relentlessly to become the partner of choice for property owners, developers and professionals alike. Today, we are the trusted partner of over 50 councils and over 250 developers. We are the nationwide fibre delivery partner for the UK's biggest housebuilders, including Barratt, CALA Homes and Avant Homes.

Our relationship with Resident Management Companies

Hyperoptic is highly experienced in working in partnership with RMCs. We have learned through our relationships the unique challenges and concerns these organisations face in ensuring that they both serve and address the needs of their residents. Through listening and working collaboratively, we have developed an industry-leading approach that's rooted in ensuring that each RMC has a solution that's tailored to their needs.

We understand that RMCs must act fairly at all times, which is why we do not request exclusivity. We also understand that they are very busy, so we offer a single point of contact from Hyperoptic to ensure all communications is seamless and always up to date. This individual is also responsible for service and resident questions, which ensures a holistic viewpoint.

Our involvement is dependent on the needs and preferences of the RMC. We can manage the whole process, or just consult depending on your preferences. We are also happy to provide a free connection for concierge staff, which can be used to support essential services such as CCTV.

What will be consistent is a safe installation, with minimum disruption for residents. We understand that residents want any works to be completed ASAP – with clear communication during the process. We recognise this, which is why our Covid-safe installation team are highly trained in providing a seamless installation experience with top-class customer service.

The time is now

Now has never been a better time to arrange the installation of our award-winning full fibre broadband service. In 2020, broadband usage in the UK more than doubled. The average

British family now has 28 devices connected to the internet at any one time, and this is likely to continue increasing as smart homes and connected tech become the norm. People are increasingly checking the broadband provision before they move home; no wonder then that a 2021 government-commissioned report found that a fast and reliable broadband provision can add £3,500 to a home's value.

Last month we issued a whitepaper on the 'post-pandemic home,' which features qualitive and quantitative research of 311 property experts and a survey of 2,000 Brits. The findings showcased that the increasing shift to 'hybrid' working has prompted a further shift in the residents' relationship with their connectivity. Over half (52 per cent) said that their Wi-Fi quality is something they cannot compromise on since working from home. This has been reflected by the experience of the property experts – 54 per cent have noted an increase in complaints about internet providers, but just over a third (35 per cent) felt that the property industry had been responsive to this greater need for fast and reliable broadband.

With homes now in part becoming offices, both residents and property experts have been working out how to make homes adaptable to both purposes. Connectivity is the most fundamental component, and the easiest to fix.

Getting started

The difference at Hyperoptic, is that we recognise every RMC has its own circumstances and objectives, and one size doesn't fit all. As such, we're interested in hearing more about your unique challenges – please give Frances Barnes a call on +44 7783 643 943 or email her: Frances.Barnes@hyperoptic.com

Disclaimer: The FPRA Committee does not endorse any supplier. Before engaging with a new supplier, we suggest you make your own enquiries and take up references. You can also make use of the forums available from the members' area of our website and our LinkedIn page.

WHAT DO YOU THINK?

We publish our newsletter each quarter and supported by our website, it's our opportunity to share news and information that will benefit you and in turn the community you represent.

But what you think matters.

Click here to let us know your views about what we're doing and how we're doing it.

And in the meantime, see what some of our members are saying:

May 2021
5* Service charge/lease query
I made my initial enquiry on 8 May 2021 and was advised a reply would take up to two weeks. I received a comprehensive reply within four working days which proved very helpful and enabled me to move my query forward. Very well done and smashing service.

April 2021
5* Flat wars
I sought legal advice from the FPRA for a complicated situation in which various leaseholders were in dispute with our freeholder, whose cavalier approach to difficult issues was causing considerable upset and distress. I received clear, balanced and impartial advice from one of their consultants which already is proving extremely useful in the task of restoring peace and tranquillity on our estate. Very grateful indeed for the help.

March 2021
5* I only wish we had joined earlier!
We recently joined the FPRA, and I am so glad we did!
It's good to have someone independent and knowledgeable to turn to, especially as a first time Director of a block of flats. Very helpful and sensible advice.

January 2021
5* Hugely impressed by the legal advice service
We are a new leaseholders' association looking to get to grips with some long running issues over lack of repair and maintenance from the freeholder.
We were unsure what to expect when we submitted our fairly complex queries to the FPRA team, but were so, so impressed by the thorough and detailed responses we received back. We have saved hundreds of pounds on solicitor's fees just on this first enquiry alone.
Perhaps even better is that the detailed response was so clear, helping us to properly understand the legalities of the issues raised so we are better informed and more knowledgeable moving forward.
We are delighted to have found FPRA.

February 2021
5* **Good advice**
Very informative and helpful every time we have made an enquiry.

February 2021
5* **Expert advice promptly dispensed!** **The FPRA answered our query very promptly and clearly. It's reassuring to know that there is an organisation with a wealth of knowledge and experience for us to draw on! Thank you for your help, much appreciated.**

March 2021
4* **We needed a swift response re the s20...**
We needed a swift response re the s20 consultation process. The advice came swiftly and was to the point, practical and helpful.

April 2021
5* **The lady who responded was very polite**
I didn't expect to hear from this institution. It's an important financial move for me and having such warm and direct contact with FPRA induced trust in me: in my capacity to make the move and in the system on the whole.

NEW MODEL FOR SHARED OWNERSHIP: TECHNICAL CONSULTATION

Including comments from Shula Rich, BA MSc, Vice Chair FPRA

In the summary below, on proposed improvements for 'shared owners', there are some welcomed and sensitive government proposals for Housing Association landlords to contribute to their lessees' service charges. However (unfortunately there often is one), when will the term itself be changed to reflect the true situation?

Shared ownership is not 'shared'

A look at the Land Registry document which shows the proprietor of the flat – called the Office Copy Record (OCR) – will not show any 'shared' ownership. It shows the leaseholder as the sole proprietor:

This is why they pay their full contribution to the service charge. Leaseholders are pointing this out and now asking the Housing Associations why they pay the full contribution if their leasehold is shared?

In reality the 'shared owner' has a large second mortgage from the head lessee: the Housing Association. The interest on this is euphemistically called 'rent'

It has always been remarked on that, whilst 'shared owners' are the most financially challenged, they pay a higher service charge than the leaseholders who have purchased outright. The charge is higher as it includes an extra admin charge from the Housing Association.

Government proposals to require housing associations to help with the service charges are certainly welcomed and I hope it is a move towards a more equitable division in line with the proportion of price paid.

Shared ownership is not 'ownership'

As all leaseholders know, we have the exclusive right to occupy a flat for a number of years. We don't own the flat.

During the Census a member of the National Leasehold Campaign queried use of the word 'owner' for leaseholders. The official reply was that leaseholders should have 'ticked the section for renters not owners'.

We are all amazed and hoping this understanding goes beyond the Census Officers.

Under Commonhold we will all be owners - another reason I personally will welcome its arrival.

Government publishes response to the New model for Shared Ownership technical consultation

The government has released its response to the consultation on the implementation of a new model for shared ownership. The consultation sought views on how to best implement the new model for shared ownership to ensure it can be smoothly adopted by providers and lenders, and effectively support aspiring homeowners.

The consultation response outlined a number of changes to create a new model for shared ownership, including:

- All new homes built under the new model for shared ownership will be issued with a minimum 990-year lease term. Under the current model, shared owners can be issued with a minimum lease of 99 years.
- Current shared owners will be given the statutory right to extend their lease by 990 years where the Shared Ownership landlord is also the freeholder. The government is also exploring options on how shared owners can extend their lease by 990 years when their landlord does not have sufficient leasehold interest to issues a 990-year lease extension.
- Shared owners will be able to claim a maximum of £500 per year to cover certain repairs, and any unspent expenditure can be carried over for one year. Shared owners will be able to claim for the repair or replacement of:
    - installations in the flat or house for making use of the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), pipes and drainage
    - installations in the flat or house for space heating and heating water.
    -
- In addition to the changes outlined above, the government also announced 4 key differences under the new model for shared ownership. They are:
- Reducing the minimum initial stake for shared ownership properties from 25% to 10%.
- The introduction of a new 1% gradual staircasing process and a new valuation methodology. In addition, the government has also reduced standard minimum staircasing from 10% to 5%.
- The introduction of a new 10-year period during which the landlord will support the shared owner with the cost of repairs and maintenance in new build homes. The current situation is that shared owners, like other homeowners, are responsible for all the maintenance of their property and contribute towards the full cost of repairs from day one.
- Reducing the resale nominations period from 8 weeks to 4 weeks.

The new model will apply to all homes that receive grant funding via the Affordable Homes Programme. It will also apply to shared ownership homes funded via section 106 contributions, however the government has said there will be a transition period to ensure developments already progressing through the planning process are not adversely affected by the new rules.

For more information on the new model for shared ownership, you can read the government's full response

This article was first published in Lease Newsletter on 29 April 2021

Legal Jottings

Compiled by Nicholas Kissen, Senior Legal Adviser at LEASE

COURT OF APPEAL

Residential leases can provide different ways in which service charges may be apportioned.

Apportionment may be a fixed percentage or by rateable value or a formula based upon number of bedrooms or upon floor area or providing for a reasonable or fair proportion or requiring a determination by the landlord or the landlord's surveyor.

This is a significant judgment concerning a provision in a lease containing a fixed percentage and giving the landlord an ability to vary at their discretion this initial fixed service charge proportion.

Aviva Investors Ground Rent GP Limited and another v. Philip Williams and others [2021] EWCA Civ 27

The facts

This case involved a number of flats forming part of a mixed residential and commercial development in Southsea, Hampshire.

There is a commercial unit on the ground floor and 69 residential units above it.

Each of the flat leases set out the leaseholder's contribution towards three types of service charge: insurance, building services and estate services costs.

The amount payable by each leaseholder was stated to be a set percentage 'or such part as the landlord may otherwise reasonably determine'.

For a number of years, the freeholder had been asking for service charge contributions differing from the proportions set out in the lease relying on the second part of the clause.

The is because the development of residential and commercial units had been in common ownership but ceased to be so resulting in the fixed percentages no longer allowing the landlord to recover its costs in full.

A group of leaseholders applied to the First-tier Tribunal (Property Chamber) (the FTT) to challenge what the landlord was doing.

The law

Section 27A (1) of the Landlord and Tenant Act 1985(the 1985 Act) permits the county court, the FTT in England or the Leasehold Valuation Tribunal in Wales to make decisions about service charges payable by the leaseholders of dwellings.

Section 27A (6) provides that an agreement by the leaseholder of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination in a particular manner or on particular evidence of any question which may be the subject of an application under Section 27A (1).

Accordingly, Section 27A (6) invalidates any agreements that seek to exclude the jurisdiction of the FTT on questions that could be referred to it under Section 27A (1).

What was the issue in this case?

Was the freeholder able to demand service charges in different proportions from those stated in the lease?

What was the effect of Section 27A (6) in respect of leases which provided that the service charge contribution was either a fixed percentage or such other amount as the landlord may reasonably determine?

The leaseholders argued that the effect of Section 27A (6) was to limit the landlord to the fixed percentage spelt out in the lease and that the whole provision concerning re-apportionment and the landlord's discretion was void. In other words, the landlord had to charge the stated percentage or procure an agreed variation.

The landlord claimed that the effect of Section 27A (6) was merely to vest in the FTT a power to review the reasonableness of the landlord's apportionment of service charges.

What did the FTT decide?

The FTT came down on the side of the landlord, accepted its approach and confirmed that its apportionment was a reasonable one.

The jurisdiction of the FTT to decide the apportionment was not ousted by wording which purported to provide that this was a matter for the landlord.

The FTT accepted the argument put forward by the landlord that the second part of the clause does not purport to oust the jurisdiction of the FTT to consider and decide an application made to it under Section 27(A)(1) since the FTT could still decide whether the proportion decided upon by the landlord is reasonable.

The leaseholders appealed to the Upper Tribunal (Lands Chamber – the UT).

What did the UT decide?

The UT agreed with the leaseholders that the entire provision enabling the landlord to make amendments to the service charge percentage was void and therefore the landlord was bound by the fixed percentages in the lease.

Accordingly, the UT set aside the FTT's decision and put in its place its own decision that the words 'or such part as the landlord may otherwise reasonably determine' were void.

Consequently, the landlord could recover only the apportionments stated in the lease and could only change that apportionment by varying the leases with the leaseholders' consent.

The landlord appealed to the Court of Appeal.

The Court of Appeal judgment

The landlord succeeded in its appeal.

Section 27A (6) was concerned with no more than taking away the landlord's role (or that of another third party) from the decision-making process to ensure that the FTT was not deprived of its jurisdiction under Section 27 A (1).

The statutory objective is satisfied if the landlord's role was transferred to the FTT.

To reach a broader conclusion than that would leave the lease emasculated and unworkable.

There was no objection in principle to a degree of flexibility in apportioning a service charge so long as the decision was taken by the FTT.

The service charge provision in the lease envisaged the leaseholder

Continued on page 20

ASK THE FPRA

Members of the committee and honorary consultants respond to problems and queries sent in by members

GDPR

Q We have an email address list of members that agree to be contacted by email. However, the owner of the list is insisting this is confidential and will not release it to the other directors, so we have to send any communication to members via the said owner's email address. This is proving awkward to say the least.

Can you say if this list, properly gathered with appropriate agreement, must be kept confidential in such a way?

A FPRA Director Shula Rich replies:
This list is not confidential. However, it is possible the 'owner' is trying to prevent ad hoc communications from directors that are not agreed by all. In my own block of which I am the Chair, we don't send replies to leaseholders without approving them with the Board if they are in any sense controversial. If this is the reason, then I suggest that directors agree only to send responses agreed by the Board and these should go through the Chair. I still see no reason for the list to be kept a secret.

Service charge

Q Below is an email from one of our leaseholders regarding a nominal amount (£88.72) outstanding, since October 2020, on his service charge out of an annual sum of £3,697.68.

Our service charges algorithm was modified three years ago when the current board took over responsibility. This was formally managed and provided to all leaseholders with the statutory notice of change. No objections were received and the service charges have been paid in full for both properties on the estate (one of which is let out).

We believe the withheld sum is a form of 'protest'. We don't believe he has taken legal advice and he has not shared with us his calculation of what he deems to be a 'fair charge'.

His proposal to go to arbitration with the freehold is a bit odd. The freeholders do not set the service charges and do not collect them. He has asked to see our detailed spreadsheet showing the workings and amounts all 42 properties pay in service charges. We have refused on the grounds of privacy.

As stated above, the algorithm was shared with all leaseholders three years ago with no issues raised. It's too small an amount to consider taking any legal action, the cost of which would exceed the debt. But there is a principle here. To have paid the service charges for both properties for two years and then complain about it is unusual behaviour.

Our question is, how should we respond to this?

A FPRA Honorary Consultant Matt Lewis replies:
The writer has prepared this based upon the email thread provided. It may be there are more documents or communications available that are relevant to the enquiry.

If there are not, it appears the leaseholder concerned has not made out why he is challenging the costs to the tune of the £88.72 discount. It appears as though you are drawing an assumption that this relates to the apportionment. That may be implied by the use of the words provided by the leaseholder, 'fair charge'.

At this point, the writer strongly suggests staying in communication with the leaseholder, in a bid to seek disclosure of why and how the leaseholder has arrived at the figure provided. For the sake of explanation, it may be the leaseholder challenges an item of expenditure incurred, and so has discounted that element of the demand.

If you are correct, in that the allegation relates to a re-apportionment of the service charge payments, you ought to listen to the rationale surrounding the suggestion his should be reduced. It may be, given the wording of the lease and, S.27A(6) of the Landlord and Tenant Act 1985, a tribunal will need to make a determination on the apportionments if they are not capable of being agreed.

You should note this email response does not constitute advice. In order to be advised on the matter, you would need to instruct a solicitor yourself. That solicitor would investigate matters in a greater amount of detail. We trust, however, this email will be sufficient to assist in the circumstances for now.

Legal – flat sale

Q We are near to completing a sale of a flat. The buyer's solicitor has requested a retrospective letter from the Directors giving permission for replacement windows in the flat. The windows were replaced before our time and no documentation can be found by us.

Please could you advise if this is in order and if so the wording we should use. A quick reply would be appreciated..

A FPRA Honorary Consultant Kevin Lever replies:
I see that the member here is a lessee owned Landlord and thus I have assumed that they are also responsible for the management of the building. The question relates to a retrospective request for consent for alterations – the replacement by a leaseholder of windows serving a flat.

The following is all horribly legal as a result of a recent decision in the Supreme Court in the case of Duval -v-

11-13 Randolph Crescent (see here) and the practical view, and the client's view to risk, may be such that they disregard the somewhat pedantic legal position here. I make that point clear as what the client does next has to be a decision for them but there are considerations for them to have in mind in making that decision.

The above is not assisted either by the fact, it appears, that the window replacement works were undertaken prior to the client becoming landlord (or that is what I glean from the email) and thus, I assume, the client has little to no knowledge of what occurred in the up run to those works.

The starting point

Sensible legal advice in general on licences is that:

- is licence required for the works undertaken? One almost certainly is but that is not always the case so the client will need to be advised on the terms of the lease relating to the affected property
- if licence is required then no landlord (or their agent) should grant licence for alteration without competent legal/surveyor's advice
- no licence to alter (or any licence for that matter) should be granted other than in writing and on clear conditions having regard to the lease terms.

In relation to the window replacement project here, further advice is that prior to the grant of consent, retrospective or otherwise:

- the landlord needs to be clear as to what of the windows is demised to the leaseholder and/or the landlord. It is not a given that the whole, or even part, of windows and their frames are the property of the leaseholder and careful consideration of the lease should be undertaken
- if the replacement of the windows includes works on landlord property (almost certainly), has the landlord adequately protected itself in respect of those works and future issues that might arise from the works if it turns out that they were not undertaken to the correct standard?
- what indemnities should be given by the leaseholder, and perhaps their successors in title, should the windows cause problems with the building later on?

So what should the client do?

The straight answer is that it would be unwise to simply write the requested letter granting consent. Whilst that might seem the practical thing to do and, given the pressure of a sale pending on the flat, it might also seem the right thing to do, in light of Duval it is ill advised.

The client should appoint its solicitors to advise upon the grant of a formal licence which should include relevant conditions and, if advised, indemnities in respect of future issues (if they arise – which no doubt is unlikely but the client should protect itself). The lease will likely provide that the client's costs of producing the licence (including the advice that they need in that process) should be covered by the selling leaseholder.

As an aside it is likely that the leaseholder's replacement of the windows, at all or without licence, was a breach of the lease terms and therefore the client is, firstly, not bound to provide consent at all (notwithstanding the issues that will cause to the selling leaseholder) and, secondly, can impose any such terms as it wishes upon the selling leaseholder if licence is to be granted. In short, because the request is retrospective, the landlord is not obliged to act reasonably where works requiring licence have been undertaken 'absent licence'. Accordingly, the landlord could require the leaseholder to pay a premium or agree to other conditions that would not otherwise be available to the landlord. I actively discourage all of the latter and we always recommend that the landlord approach the matter initially from the perspective of a requirement to act reasonably but each landlord is different in its approach and thus this client should consider what is available to it and what it wishes to do.

Conclusion

Since the Duval case landlords, their agents and lawyers have become much more wary on the grant of licences and the client should ensure that it also takes steps to protect itself no matter how pedantic that might seem to be in circumstances like those described in the client's specific enquiry here. Whilst the risk of issues later is probably very low, and the client may feel that that is the case here, and being pedantic seems wrong/unnecessary in a friendly lessee run freehold block, it is still the right thing to do. So the advice is, appoint a landlord and tenant lawyer to advise on the grant of the licence before responding to the request.

I trust that the above is of assistance and answers fully the client's question.

Parking issues

Q Our management agent rent parking spaces underground for office staff that work for the management agency and the director of the management company and also for concierges, caretaker and cleaning staff.

Two of the said parking spaces have had electric charging points fitted but are only available for leaseholders to use after 6pm and before 7am weekdays and weekends.

The cost of the rent for all of the parking spaces is £125 each per month. The service charges attached to each parking space is over £400 twice yearly, and the communal electricity is charged to leaseholders via our service charges.

You have to charge your car using an app and pay for this facility. I do not know who this money is paid to.

My question is, is this allowed? If we pay for the parking spaces, the service charges and the communal electricity, how can there be restrictions on when we use them?

Our management company are treating our building as if it is a PRS. There are 376 apartments and only c65 are owner occupied.

A FPRA Honorary Consultant Shaun O'Sullivan replies: As I read your lease, the only reference to 'Parking Spaces' is that under 'Definitions' in Clause 1. Perhaps not surprisingly in a development of this nature, parking spaces do not appear to have been demised or allocated and I am assuming that this is the case in all other leases on the estate. Also the Rights Granted to the Tenant in paragraph two of the Second Schedule appear, so far as vehicles are concerned, to be limited to the right to pass and re-pass along and over the private accessways – and that does not appear to include parking spaces. Thus, I am concluding that the area comprising parking spaces is part of the estate retained by the landlord over which no rights have been granted. I imagine, therefore, that any use of the spaces will be the subject of separate rental agreements and that the conditions associated with the use of these spaces will be enshrined within such agreements.

On the assumption that my conclusion is correct and that the area comprising parking spaces does indeed form part of the estate retained by the landlord and over which he has not granted rights, he would appear to be quite within his rights to install charging points (at his cost albeit possibly subsided by a grant) and to dictate the use of such spaces. In this regard, it would seem not unreasonable (indeed it might be seen as a reasonable concession) to allow leaseholders access to the spaces when they are not otherwise in use.

Although the service charge includes, under paragraph 5 of Part II of the Seventh Schedule, the cost of electricity for the estate, I am assuming, on the basis that the cost will be met by the user via the App (and I imagine debited directly to the user's debit or credit card), that no costs would fall to be paid for from the service charge.

Health and Safety (loft insulation)

Q **We have a query about the responsibility for paying for upgrades to loft insulation.**

Our block has a mix of three and four storeys. The top-floor flats (and top-floor common areas) have lofts for which the insulation falls below current standards – it is currently 100mm or so.

The lofts, roof space and roof above the flats is included within the demise of the flats:

"(3) (As to premises on any other level(s)) the balcony where provided and (as to premises on the top floor) the roof and supporting structure situate above such premises; and..."

The question is, if the insulation is upgraded to current standards, with or without the benefit of a grant, should this cost be borne by the individual flat owners of the top-floor flats which are upgraded, or by the company from service charges?

Does the insulation form part of the 'fabric' of the building and hence the cost would be shared, or is it the sole responsibility of the owners within whose flat it is installed?

The top-floor internal common areas are also included within the demise of the flats, but in this case would the company be liable for the cost of upgrading the insulation to the landings?.

A1 FPRA Honorary Consultant Jonathan Channing replies: Lease aside, it would be a sensible and equitable approach to have the cost of new insulation borne by the entire building. After all, the cost of a new roof to the building would be shared amongst all owners, not just the top floor flat owners. The roof, and the insulation, keep the building dry and warm.

So if the lease was ambiguous, most sensible leaseholders would regard the insulation as part of the fabric of the building.

Requiring the top floor flat owners to pay for the insulation above the common parts would pose practical, legal and insurance difficulties, so unlikely the intention of the lease wording. I presume the loft areas are not habitable spaces and have not been developed by the individual top floor flat leaseholders.

I would suggest the directors pay an hour of a solicitor's time to get a firm understanding of the lease terms and if in any doubt after that, seek a determination in a tribunal for the cost to be borne by the service charge/reserve fund rather than expecting each individual top floor flat leaseholder to coordinate and cough up.

A2 FPRA Honorary Consultant Kevin Lever replies: The only other point I would raise is that the client's note seems to suggest that the roof spaces above the flats is demised to the flats – I may be re-reading that incorrectly though. If that is the case then there is a possibility that in fact the use of service charge funds to insulate what is demised to a leaseholder may be unwise. The same applies for the loft space above the common parts. The chances are that is not demised and therefore what Jonathan says above is correct.

What Jonathan advises in relation to the NEED to obtain proper advice on a full consideration of the leases is very wise (albeit his estimation of 30 mins might be a bit keen!). Before the client spends any service charge funds on the insulation, they need to understand whether the roof space is theirs or not and then work out what to do.

Fire extinguishers and government guidelines

Q I am responsible for two blocks of flats, one with 11 and one with three flats. We need to upgrade our fire extinguishers in the common areas and I understand that there is a high-pressure mist extinguisher available now which would deal with both normal fires and those involving either oil or electrical problems. Could you tell me if this is the case and that these new type of fire extinguishers meet government guidelines?

A FPRA Director Jonathan Gough replies:
Water Mist fire extinguishers are suitable for use on most types of fire, including Class A, B, C, small fat fires and even fires involving live electrical equipment. They are CE marked and LPCB certified.

If the extinguishers are being positioned in communal areas, you need to make sure that residents have been trained to operate them safely, otherwise if someone injured themselves during operation, you may face a claim.

Airbnb

Q I recall seeing in your very useful magazine some time ago a member's query similar to mine below, so I am sorry to trouble you again. I wonder whether you would ever be able to find that answer or better still I should be very grateful if you had time to reply to my specific queries below.

It has been brought to our notice that one of our leaseholders is advertising and letting out his flat on Airbnb. The tenants definitely come for short periods and recently there was a fight on the staircase between one of the Airbnb tenants and his unsavoury visitor. The neighbouring residents are unsettled by the comings and goings of strangers. Our poorly worded lease dates from 1972, but within a Schedule to the standard lease entitled 'Rules and Regulations' is a clause which reads as follows:

"The Lessee shall not throughout the said term use or occupy or permit to be used or occupied the demised premises otherwise than as a single private residence and shall not permit or suffer to be done on the demised premises any act or thing which may be or become a nuisance annoyance or inconvenience to the Lessors or the tenants or the occupiers of any other flat in the said building or in any adjoining building of the lessors."

We first recorded at an AGM that renting flats through Airbnb was not permitted under the lease. This had no effect. We then advised the leaseholder verbally that renting out a flat on Airbnb does not constitute its use as a single private residence. His reply was that he had spent a lot bringing the flat up to 'hotel' standard and that his solicitor had checked the lease before he began the venture and had confirmed that Airbnb lets were in order. There the matter stands and he continues to advertise it.

Do you think the clause above prohibits short term lets via Airbnb? Is the clause above a reasonably standard wording for its time or even today? Do you know of any case law where such a clause has been decided to prohibit short term lets?

If the answers to the above look to be yes, what should be our next course of action and assuming the leaseholder still refuses to desist what ultimate remedy do we have? .

A FPRA Honorary Consultant Shaun O'Sullivan replies:
The article you recall was almost certainly that on Page 6 of Issue 121 (Summer 2017) of the Newsletter. And the Q&A which you recall was almost certainly that on Page 10 of Issue 123 (Winter 2017) of the Newsletter.

Without seeing your lease in its entirety it is difficult, if not impossible, to give definitive advice and to determine whether sub-letting is allowed and, if so, whether it is subject to consent being granted. Although any such consent cannot unreasonably be withheld, it would provide the opportunity for you, as landlord, to impose conditions. If you were able to provide a scanned copy of the lease, I could advise further.

However, that notwithstanding, the wording of the regulation you have provided (which is fairly standard) would, by dint of the words 'permit to be used or occupied' suggest that sub-letting is contemplated. Equally the statement that the premises should not be used 'other than as a single private residence', would lead me to believe, on the basis of the determination of the Upper Tribunal (UT), that for the flat to be used as a single private residence, it would need to be occupied with a degree of permanence and that this would likely be met if the flat were let on an Assured Short-hold Tenancy (AST) for a term of six months.

Thus, subject to seeing your lease, it would appear that the leaseholder is in breach. That being the case you might want to consider writing to the leaseholder in question referencing the case and possibly suggesting that future breaches will be subject to an Administration Charge. Details of the Administration Charge Statutory Summary, which must accompany any charge, can be found on the FPRA website under the 'Publications' drop-down menu. The only other option as I see it, would be to represent the case to a First Tier Tribunal (FtT); however you will wish to note, in this regard, that the UT made it clear that each case would be 'fact specific' and that the construction of the particular covenant in the lease and its 'factual context' would be relevant to any determination.

Legal Jottings continued from page 15

might be liable to pay (as an alternative to the fixed percentage) a different percentage, which was a) to be identified by someone acting reasonably and b) with that someone being the landlord.

Only the second component is invalidated by Section 27A (6).

The 'particular manner' in which the percentage to be determined is by the landlord.

All that was necessary for compliance with Section 27A (6) was to deprive the landlord of its role in making this determination.

The effect of that conclusion was that what the lease envisaged as being a unilateral right of the landlord to propose a different percentage would be converted into a bilateral right in which the leaseholder could also propose a change.

It was open to either the landlord or the leaseholder to refer the question of a different percentage to the FTT if this could not be agreed.

What the UT had done was to notionally excise more from the lease than was necessary to achieve the statutory purpose of Section 27A (6) with the effect of depriving the FTT of all jurisdiction over the apportionment of service charges which was not what Section 27A (6) was intended to achieve.

The lease should be read as if it had provided for the fixed percentage 'or such part as may otherwise reasonably determine'. On that reading there was a vacuum to be filled, and it was filled by the FTT.

The function of making that determination is transferred from the landlord to the FTT.

Points to note

The Court of Appeal did acknowledge that it is open to either the landlord or the leaseholder to apply to the FTT to seek a different service charge proportion.

Where a residential lease contains an apportionment clause the same or similar to the one in this case, it is important for the landlord to be able to demonstrate that the way they have engaged in a decision-making process to apportion service charge contributions is fair and reasonable in case they are later challenged at the FTT. This is equally applicable to flat owners where they have the right to decide upon and levy service charge; for instance, as co-freeholders or in control of Right to Manage companies or resident management companies that are party to a lease.

THE FPRA'S VERY OWN HERO 'CAROLINE'

We're delighted to announce that Caroline Carroll, Head of FPRA's admin office, has been chosen as a winner in the 2020 Hero Property Awards.

1st Sure Flats and Midway Insurance MD Paul Robertson, who launched the awards earlier this year, wanted to seek out and reward the people in our industry who have gone the extra mile during the pandemic.

Congratulations to Caroline and the whole admin team who really do keep the FPRA running smoothly throughout the year.

PRESS RELEASE

JPC steps in to provide peace of mind to former clients of Leasehold Law LLP (now in Creditors Voluntary Liquidation)

We are delighted to announce that JPC has today reached an agreement with Leasehold Law LLP and Liquidator, Begbies Traynor, to assist it by providing its former clients with continuity of service in respect of their leasehold matters.

Unfortunately, Leasehold Law LLP was placed into a creditor's voluntary liquidation on 13 May 2021 and as such has ceased operations. The agreement we have entered into with the Leasehold Law LLP cements JPC as one of the leading advisors in leasehold matters and we hope will bring some much-needed, long awaited comfort and clarity to its former clients.

Andrew Morgan, Corporate Partner & Head of JPC's M&A's Team, says of the agreement that has been reached:

"We are delighted that we have been able to help clients of Leasehold Law LLP with the services they require moving forward and we look forward to concluding their instructions successfully in the future. We are also thrilled to welcome Belinda Walkinshaw and Joseph Lloyd-Bennett to Team JPC!

"We look forward to the contribution their experience and skills will bring to JPC in order for us to continue to deliver the best results for our clients.

"It remains for me to thank Charles Turner of Begbies Traynor for his assistance in this matter also".

Commenting on the closing of the agreement, **Yashmin Mistry, JPC's Managing Partner** said:

"I am absolutely delighted that we have been able to step in to assist here. The news of Leasehold Law LLP going into a Creditors Voluntary Liquidation would have been greatly unsettling time for the majority of their clients.

"The agreement we have reached pledges further JPC's commitment to strive to work for and assist leaseholders with all their leasehold matters. I want to assure former clients of Leasehold Law LLP that we will be in touch to progress matters swiftly and efficiently for them, leading to a successful conclusion of each of their matters".

For more information on the agreement that has been reached or if you are a former client of Leasehold Law LLP and would like to get in touch, please do email: leasehold@jpclaw.co.uk

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AN EXCLUSIVE OFFER FOR OUR MEMBERS

Tall Building Fire Safety Network has been delivering Fire Safety Management Training to UK Building Owners since 2003 and is an approved training centre with Skills for Justice.

FPRA members can benefit from a 10 per cent discount on all Tall Building Fire Safety Training Courses from the Tall Building Fire Safety Network (Skills for Justice Approved Centre).

For more details click here: Specialist Tall Building Fire Safety Management Course Enquiry or contact: russ.timpson@tallbuildingfiresafety.com

EWS ASSESSMENT: FIRE SAFETY ADVISORY AND INFORMATION VIDEO

Please click on the link below to view this short video. It has been created to advise leaseholders, housing and fire safety professionals on the methodology used by Chartered Surveyors (RICS) when investigating external wall cladding in the context of completing the EWS1 Form (External Wall System).

https://youtu.be/FhQXW8GyWM8

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HAVE YOUR SAY...

Would you like to contribute to our newsletter?

For our 'A member writes...' section, your article could be an opinion piece, something offering insight and advice or a 'pros and cons' or 'for and against' point of view – anything would be welcomed as long as it would be of interest and relevance to our members.

If you've got something to say, please get in touch at newsletter@fpra.org.uk

NEWS ON THE BLOCK

As an FPRA member, you can view your copy of News on the Block by clicking on the link below. Read all about:

- Cladding crisis 'unlikely to reduce cost of freeholds'
- Developer's £15.5m boost for ambitious growth plans
- Landlords reminded about electrical safety standards
- How to access government's £1bn Building Safety Fund
- Sub-18 meter buildings represent big challenges
- The key to access Building Safety Fund
- Going green is the goal!

Health & Safety feature, guest edited by Jonathan Channing

- The best time ever to be a property manager
- Cladding remediation: the Project Coordinator's roles
- Online training is here to stay
- Why adaptability is the name of the game!
- Wizardry that is helping fire safety
- Hi-tech maintenance sends message for change
- Building Safety Bill: what are the next steps?
- Bridging the insurance gap for cladding remediation
- Health and safety work: who foots the bill?
- Enfranchisement reform: the story so far
- Hundreds expected to join IRPM annual online seminar

https://online.flippingbook.com/view/874587735/26

WE WANT YOU...

If you have the time, and would be willing to share your knowledge and expertise with our members, you could join the FPRA as one of our Directors.

If you're interested and would like to be considered, email Bob Smytherman, Honorary Chairman (Bob@fpra.org.uk) or the FPRA office (info@fpra.org.uk) – we'd love to hear from you.

MEET THE FPRA

Five things about....

Jacqui Abbott
FPRA Admin Office

- Before joining the FPRA, I spent 20 years in the City as a Sterling Money Broker
- I've hang-glided from the Rio de Janeiro mountains to Copacabana beach and trekked for charity along the great wall of China, in Brazil, Peru (Machu Picchu) and Iceland
- My fashion statement is animal print
- I'm happiest when I'm busy – cooking, gardening, entertaining, travelling and teaching myself Spanish.
- My life's motto – *Memories live longer than dreams*

The inclusion of an insert or advertisement in the FPRA newsletter does not imply endorsement by FPRA of any product or service advertised

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