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NEWS

FPRA
FEDERATION OF PRIVATE RESIDENTS' ASSOCIATIONS

GOVERNMENT REFORMS MAKE IT EASIER AND CHEAPER FOR LEASEHOLDERS TO BUY THEIR HOMES

Positive reform, when long awaited, is always welcomed. As we embrace the change and begin to familiarise ourselves with the forthcoming change, what will be the impact of the new Commonhold?

We would love to know your thoughts and what the reform means for you – contact the FPRA at info@fpra.org.uk or the Editor at newsletter@fpra.org.uk

- **Millions of leaseholders will be given a new right to extend their lease by 990 years**
- **Changes could save households from thousands to tens of thousands of pounds**
- **Elderly also protected by reducing ground rents to zero for all new retirement properties**

Millions of leaseholders will be given the right to extend their lease by a maximum term of 990 years at zero ground rent, the Housing Secretary Robert Jenrick has announced (7 January 2021).

The measures come as part of the biggest reforms to English property law for 40 years, fundamentally making home ownership fairer and more secure.

Under the current law many people face high ground rents, which combined with a mortgage, can make it feel like they are paying rent on a property they own. Freeholders can increase the amount of ground rent with little or no benefit seen to those faced with extra charges. It can also lengthen and lead to increased costs when buying or selling the property. The changes will mean that any leaseholder who chooses to extend their lease on their home will no longer pay any ground rent to the freeholder, enabling those who dream of fully owning their home to do so without cumbersome bureaucracy and additional, unnecessary and unfair expenses.

For some leaseholders, these changes could save them thousands, to tens of thousands of pounds.

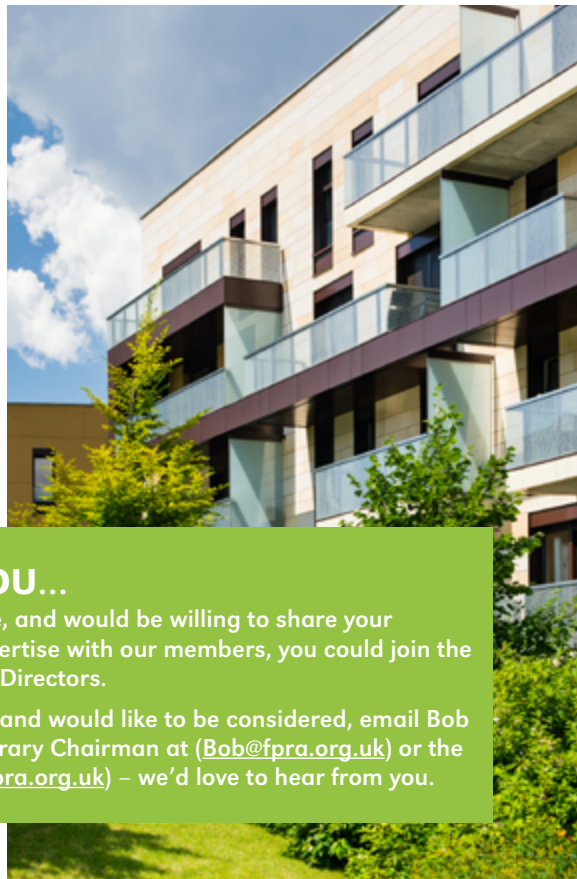
Housing Secretary Rt Hon Robert Jenrick MP said: 'Across the country people are struggling to realise the dream of owning their own home but find the reality of being a leaseholder far too bureaucratic, burdensome and expensive.

'We want to reinforce the security that home ownership brings by changing forever the way we own homes and end some of the worst practices faced by homeowners.

'These reforms provide fairness for 4.5 million leaseholders and chart a course to a new system altogether.'

The government is also now establishing a Commonhold Council – a partnership of leasehold groups, industry and government – that will prepare homeowners and the market for the widespread take-up of commonhold.

Continued on page 2



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 at (Bob@fpra.org.uk) or the FPRA office (info@fpra.org.uk) – we'd love to hear from you.

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The commonhold model is widely used around the world and allows homeowners to own their property on a freehold basis, giving them greater control over the costs of home ownership. Blocks are jointly owned and managed, meaning when someone buys a flat or a house, it is truly theirs and any decisions about its future are theirs too.

Professor Nick Hopkins, Commissioner for Property Law at the Law Commission said:
'We are pleased to see government taking its first decisive step towards the implementation of the Law Commission's recommendations to make enfranchisement cheaper and simpler. The creation of the Commonhold Council should help to reinvigorate commonhold, ensuring homeowners will be able to call their homes their own.'

Under current rules, leaseholders of houses can only extend their lease once for 50 years with a ground rent. This compares to leaseholders of flats who can extend as often as they wish at a zero 'peppercorn' ground rent for 90 years. Today's changes mean both house and flat leaseholders will now be able to extend their lease to a new standard 990 years with a ground rent at zero.

A cap will also be introduced on ground rent payable when a leaseholder chooses to either extend their lease or become the freeholder. An online calculator will be introduced to make it simpler for leaseholders to find out how much it will cost them to buy their freehold or extend their lease.

The government is abolishing prohibitive costs like 'marriage value' and set the calculation rates to ensure this is fairer, cheaper and more transparent.

Further measures will be introduced to protect the elderly. The government has previously committed to restricting ground rents to zero for new leases to make the process fairer for leaseholders. This will also now apply to retirement leasehold properties (homes built specifically for older people), so purchasers of these homes have the same rights as other homeowners and are protected from uncertain and rip-off practices.

Leaseholders will also be able to voluntarily agree to a restriction on future development of their property to avoid paying 'development value'.

Legislation will be brought forward in the upcoming session of parliament, to set future ground rents to zero. This is the first part of seminal two-part reforming legislation in this parliament. We will bring forward a response to the remaining Law Commission recommendations, including commonhold, in due course.

Notes
1 The Law Commission published their report on enfranchisement valuation *Leasehold home ownership: buying your freehold or extending your lease Report on options to reduce the price payable* in January 2020 and their reports on enfranchisement, commonhold and right to manage in July 2020. These reports are available here: https://www.lawcom.gov.uk/project/leasehold-enfranchisement/
2 A freeholder owns both the property and the land it stands on while leaseholders only own the property.
3 Marriage value assumes that the value of one party holding both the leasehold and freehold interest is greater than when those interests are held by separate parties. This announcement will remove marriage value from the premium calculation.
4 'Modern ground rent' is the rent (determined under section 15 of the 1967 Act) payable during the additional term of a lease extension of a house (under the current law). It is calculated by valuing the 'site', and then decapitalising that value. Many long leases specify an annual ground rent of a 'peppercorn.' A peppercorn rent is used in circumstances where it is deemed appropriate for there to be no substantive rent payable. Under the current law, any lease extension of a lease of a flat under the 1993 Act must be granted at a peppercorn rent. The announcement means that both house and flat leaseholders will now be able to extend their lease to 990 years with a ground rent at zero.
5 The formula used to work out the cost to leaseholders for buying the freehold or extending the lease includes a discount for any improvements the leaseholder has made and a discount where leaseholders have the right to remain in the property on an assured tenancy after the lease expires. These existing discounts will be retained, alongside a separate valuation methodology for low-value properties known as 'section 9(1)'.

SOURCE: https://www.gov.uk/government/news/government-reforms-make-it-easier-and-cheaper-for-leaseholders-to-buy-their-homes

HELLO FPRA

I'm delighted to be editing my first newsletter for you.

I would like to say a big thank you to the FPRA Committee and Admin team for appointing me, and to Amanda Gotham for her help in taking over the editorial responsibility. I look forward to building on the great work undertaken over the last 17 years and to continuing to provide you, our members, with the valuable insight you have come to rely on.

The newsletter and website, as our content hubs, will ensure you always have access to information and guidance which, in turn, enables you to support and advise your residents. In addition, topical news stories, legal advice and providing bespoke answers to your questions, can be read alongside our calendar of annual events, members reviews and the opportunity to learn about new products and services from our regular advertisers.

Your contributions are an essential part of keeping the content fresh and, most importantly relevant, so please continue to ask questions, leave your reviews and let us know what's on your mind. You can also contact me directly at newsletter@fpra.org.uk

I look forward to your ongoing support and participation in our online webinars this year and at our Annual General Meeting in November.

Here's to a prosperous 2021.

Yours,
Val Moore
Editor - FPRA Newsletter

£30M WAKING WATCH RELIEF FUND NOW OPEN FOR APPLICATIONS

Written by Honorary Consultant Jonathan Gough

In December 2020 the government announced that a fund of £30 million would be made available to give financial support to leaseholders forced to have Waking Watches in their buildings as a result of unsafe cladding. On Sunday 31 January 2021, the Housing Secretary Robert Jenrick announced the Waking Watch Relief Fund was open for applications.

Tens of thousands of residents in high-rise buildings can now access financial support to make their buildings safer while they wait for remediation work to complete.

Why do you need a Waking Watch?

The term 'Waking Watch' has become more common as the number of buildings with unsafe cladding are identified. In a purpose-built block of flats, the evacuation policy is normally to stay put. This means that in an emergency it is safer to stay in your flat as opposed to evacuating, unless the fire is in your flat or you get affected by smoke or fire.

If staying put is not safe the evacuation policy will be changed to evacuate. And to do this a team of people, or Waking Watch, needed to patrol the building 24/7 in order to raise the alarm when necessary.

Paying for a Waking Watch can quickly get expensive and should only be done to cover the installation of an appropriate fire detection and alarm system – which is much more efficient at detecting and alerting people to an emergency than the human equivalent.

What are the criteria?

The criteria for the fund have been published, setting out which buildings are eligible for funding, the evidence needed to apply and how applications will be assessed, as well as the way the funding is provided. Funds will be available to private blocks that are over 18 meters and already have a Waking Watch in place that leaseholders are paying for.

What will the fund cover?

The fund will cover the upfront costs of installing an alarm system which is generally designed in accordance with the recommendations of BS 5839-1 for a Category L5 system, which is referred to in the National Fire Chief Council's revised guidance on simultaneous evacuation.

The Responsible Person should ensure that the local fire service is consulted throughout the process and all works are completed by competent contractors. It will apply to alarm systems installed on or after the 17 December 2020.

Fund availability

The Waking Watch Relief Fund will be available to all eligible buildings in England. £22 million of the £30 million funding available has been allocated to the eight metropolitan areas estimated to have the largest number of eligible buildings across England. These areas are:

Greater London
Greater Manchester
Birmingham
Leeds
Liverpool
Bristol
Newcastle
Sheffield

Members can find further information in the links below.

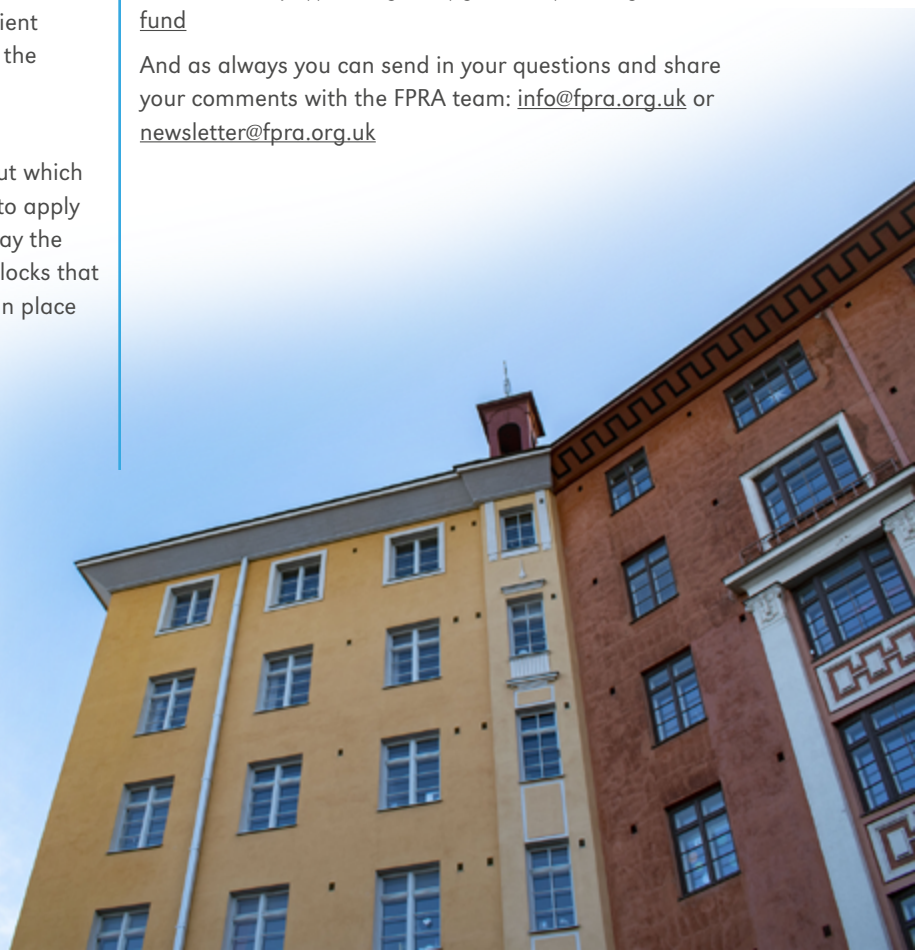
Application to the fund should be made by the 'Responsible Person' as defined in the Fire Safety Order: https://www.legislation.gov.uk/uksi/2005/1541/contents/made).

Criteria and further information can be found here: https://www.gov.uk/guidance/waking-watch-relief-fund

Press notice: https://www.gov.uk/government/news/30m-waking-watch-relief-fund-now-open-for-applications

Guidance: https://www.gov.uk/guidance/waking-watch-relief-fund

And as always you can send in your questions and share your comments with the FPRA team: info@fpra.org.uk or newsletter@fpra.org.uk



HEAT NETWORK (METERING AND BILLING) REGULATIONS 2014 – REGULATION UPDATE

Fergus McEwan, Senior Enforcement Officer at the Office for Product Safety and Standards (Department for Business, Energy & Industrial Strategy) explained the Heat Network (Metering and Billing) Regulations 2014 in our Spring 2019 Newsletter.

Now, having been laid in parliament and updated, new regulations came into force on 27 November 2020 https://www.legislation.gov.uk/uksi/2020/1221/contents/made

These amending Regulations ensure that the original Heat Network (Metering and Billing) Regulations 2014 (as amended) can be effectively enforced, and benefits can be achieved where this is currently not the case. They also introduce a number of changes to the requirements on heat suppliers.

Heat networks play an important role in the context of the wider heat decarbonisation contribution to net-zero. Metering and billing based on consumption supports fair and transparent billing for customers on heat networks and drives energy, cost, and carbon emission savings.

Following the analysis of the responses to the consultation on proposed amendments, a number of modifications were made to the proposals to address the main stakeholder concerns. This includes a longer period for implementing the requirements, amendments to the proposed building classes with regards to specific types of housing, and a number of modifications to the cost-effectiveness assessment methodology and associated tool.

The amending Regulations set out transitional arrangements for heat suppliers who already operate heat networks. This includes a 21-month period for heat suppliers to complete the installation of metering devices and comply with all other requirements. Heat suppliers must determine within the first 12 months if, and what kind of, metering devices (meters, heat cost allocators, hot water meters) must be installed to ensure necessary activities are prioritised while allowing the market and heat suppliers to respond to the scale of the installations needed. The period includes two complete summer periods to minimise disruption to existing customers on heat networks during meter installation.

More detail on the changes to the proposals set out in the consultation, the new requirements for heat suppliers, the transitional arrangements and a summary of consultation responses can be found in the government response to the consultation which is available on the gov.uk website (www.gov.uk/government/consultations/heat-network-metering-and-billing-regulations-2014-proposed-amendments). The associated Impact Assessment can also be found at the same location.

Further detailed guidance for heat suppliers is available on the website of the Office for Product Safety and Standards (OPSS) from the date the amending Regulations come into force on 27 November 2020. In addition, the amended notification template, the cost-effectiveness assessment tool and user guide can be found here: https://www.gov.uk/guidance/heat-networks

'A Member Writes'....

DAVID LEWIS
HEAT NETWORK (METERING AND BILLING) REGULATIONS – AMENDED 27 NOVEMBER 2020

With the update of the Heat Network Regulations from the Department of Business, Energy and Industrial Strategy last month, the operators of any unmetered shared heating system must try to charge customers for their measured heat use (both domestic and non-domestic). This is therefore another important piece of legislation that needs to become familiar to Resident Management Companies (RMC).

To comply, it is first important to identify what a heat network is – this is defined as either a district heating or communal heating system that provides heat to more than one final customer.

It is the heat supplier that has the obligation to comply, in most cases this will be the RMC, but this could be fully delegated to a property manager.

The main obligations on the operator of the unmetered heat system are summarised as follows:

- Notify the Office of Product Safety and Standards (OPSS) about the heat network and details of the installation. This must be repeated every four years, a new pro-forma has been provided.
- Assess the feasibility, both technical and economic, of installing metering to each dwelling in the property – a standard tool is provided for the economic test. It is strongly advocated that the 'Reduced Input Cost Effectiveness Tool' is used for all existing buildings
- Install meters in all situations in which metering is demonstrated to be feasible.
- Provide residents with consumption bills that clearly explain the charges.

The regulations contain very clear compliance deadlines:

- 27 November 2021: all unmetered Heat Networks must be re-registered with the OPSS and includes the feasibility testing described above.
- 1 September 2022: all identified meter installations are completed.

It is therefore important that managing agents consider completing assessments quickly to take advantage of both summer periods within the timescale for implementation with minimum disruption.

Installing metering for all properties in an existing building sounds like a daunting, expensive and highly disruptive major works project but using a solution specifically designed for retrofitting, called Heat Cost Allocation, this process is straightforward and normally cost effective. Whilst not currently common in the UK it is estimated that over 250 million of these devices have been successfully installed throughout Europe.

In addition to complying with the regulations, there are benefits for both the operator AND residents:

- Energy savings averaging 20 per cent have been independently verified, reducing the costs for the operator and consumer alike.
- Carbon emissions from energy use for the property are reduced – an important motivator for many owners and renters given the widespread concern about a climate emergency.
- Residents are charged fairly. At a time when the use of the home is changing at an unprecedented rate, paying only for what you use is very important to all.
- Each month the actual cost of operating the heating system is recharged to the residents, reducing the risk of a shortfall in operating budgets.
- The solution is not disruptive; in most cases installation of the required devices is completed in less than an hour.

ista is an international energy services business, specialising in the management of information for the property sector. With over 5,800 employees, the company operates in 22 countries and has installed 60m measurement devices in 13m homes.

Detailed guidance and the necessary pro-forma documents for completion are available from the OPSS: https://www.gov.uk/guidance/heat-networks

For support and assistance with completion of the documentation and to get quotes for the required work contact ista: email: hca@ista-uk.com phone: +44 (0) 1223 874974

THE REPLACEMENT OF FLAT FRONT ENTRANCE DOORS

It started with a fire safety inspection...

We were advised the 'Front Entrance Doors' (FEDs) to each flat required intumescent seals to be fitted. We aimed to re-visit the subject when decorating our hallways next.

Our development was built in 1986 and comprises of 39 flats in three buildings and three floors. It is leasehold with the freehold shared through our management company, and our terms of lease provide us with the ability to set-aside funds for large projects. We normally operate by charging a constant fee and either withdrawing or adding to our 'war chest'. However, although we had a substantial retained fund, we were engaging in a project to renew our roof fascias, and also had our internal decorating to pay for too.

The management company could not afford to pay for the entire door project and hence considered how to raise the funds. Luckily, we have shareholders who are extremely proud of the property and soon took ownership of the prospect of having new, smart, draft free doors which are not only fire safe, but more secure too. In combination with the 'trial' door, it was an easy sell for the shareholders to provide a 50 per cent contribution to the cost of the doors.

Burglary

During the process of considering the next steps, one of our residents was burgled – the front door was literally kicked in, snapping the whole door panel below the centre lock revealing the fibreboard core of the door. The burglary sent our thoughts into overdrive on the security aspects of our doors and the weakness of a single point lock and fibre cored door panels.

The burglary and fire door questions provoked further research into the combined FD30 fire doors and security standards. The PAS 24 security standard appeared to be the most common and appropriate standard which is also promoted by the police as part of the 'Secured by Design' initiative. The PAS 24 standard requires door sets to be tested for certain burglary scenarios.

Door specifications

The Local Government Group document 'Fire Safety in Purpose Built Blocks of Flats' gave some hope – it contained some information on the upgrading of existing doors and the concept of 'notional fire doors'.

We also took further advice from a specialist fire door surveyor who stated our doors would be challenging to upgrade – the hinges, closer, letter box would also need upgrading in addition to the intumescent seals. Furthermore, the provenance of the door core/panel was unclear. The surveyor concluded he would not give our doors 'notional' fire door status.

With the very recent experience of the burglary, we were keen to steer away from a fiberous cored door. Our specification, therefore, was for the new doors to be manufactured using a laminated wood core (this would be a more expensive option but we felt it worthwhile).

It's important to note that fire doors and doors to PAS 24 are supplied as 'doorsets' – meaning the door blade is designed and supplied with the door frame, hinge, handles, locksets, spyhole, letterplate, bottom draft-seals, edge smoke seals and intumescent seals.

Surveyor

We were fortunate to find a local company who specialised in the design, construction and fitting of FEDs. We also requested quotations from other companies and found varying degrees of competence and disinformation on certification.

In specifying our doors, we further employed the fire door surveyor to ensure our statement of requirements and the manufacturer's specifications were compliant. We also decided to use the fire door surveyor to inspect the fitted door sets and help with snagging and acceptance. This was extremely useful – fire door sets are precision engineering pieces and rely on minimal gaps, correctly contacting seals, correct fastenings etc.

There are approximately 30 check points for the surveyor to consider. Although our supplier was undoubtedly very experienced, it soon became apparent their idea of precision did not quite match that of the surveyor! The snag points were mostly around the gaps between the door blade and frame, which is a simple matter of hinge adjustment. However, we did have one instance of a twisted door frame which required a deeper intervention. The frame needed to be unfastened, adjusted and re-fastened.

Trial door – show and tell

We decided to proceed slowly by fitting a 'trial' door. Our original doors where sapele veneered which matched the stair banisters and we needed to remain close to the original door

appearance. A shareholder agreed to have the trial door and to do a 'show and tell' to the remaining shareholders.

The trial door was a resounding success and the 'show and tell' enabled residents to look at and 'try' the door. It was undoubtedly the best way to both demonstrate and explain the advantages of the multi-point locking system, drop-down seals, smoke seals and of course the overall feel of the door.

Our 'trial' door also served an unexpected purpose in committing the supplier to provide a door of a certain appearance.

Lessons learned

The trial doorset's frame was fastened to the buildings concrete walls using screw fastenings concealed behind the intumescent seal – the fastenings were therefore not visible. Upon fitting the 'production' series, the contractor tried to use fastenings which saved time; holes were drilled into the outside part of the frame and then plugged with plastic caps.

The resulting aesthetic was industrial to say the least! We also had concerns for the security of the arrangement. Although unlikely, it was theoretically possible for the door frame to be removed using these visible fastening points. Again, our surveyor assisted in repelling the contractor's excuses, such as 'it's the regulations'.

The combination of having a trial door and the surveyor saved us, as we had not specified the method of fastening either in our statement of requirements or in our order. There were other lessons learnt along the way too...

1. LETTER PLATES

The biggest surprise of our 'trial' door was the position of the letterplate. Our original doors had letter plates more-or-less level with the lock set.

The Secure By Design (PAS 24 standard) requires letterplates to be positioned at least 400mm from the locking point to prevent 'fishing' burglaries – hence the letterplate cannot be level with the locking point. Our letter plates are situated 700 mm above the floor level. It's also important to note there are also standards to prevent letter plates being too low or high. The postal workers union CWU is actively lobbying the adoption of a standard for letterplates to be no less than 700mm above the floor and no higher than 1700mm.

2. DOOR CLOSERS

Due to the variation of wall construction, some closers clashed with the wall and prevented full 90 degree opening. This was remedied by making alterations to the door closer cover, but it was another instance of our door surveyor proving his worth and being a stickler for the details!

3. LOCK BARRELS

Our lock barrels are of the thumb turn type on the internal side – as recommended by the fire brigade for escape purposes. We have the UAP Kinetica child safe type – it is an extremely sophisticated lock where the thumb turn needs to be pushed to unlock and will not lock if the keys remain outside! We found these locks to be needy of maintenance ie frequent lubrication and tightening of fastening screws to ensure reliability.

4. SMOKE SEALS

The unexpected benefit of precision doors, with smoke seals, was the lessening of cooking smells travelling from one flat to another!

5. THE FIRE DOOR SURVEYOR

It's very important to find an impartial surveyor with no connections to door contractors. We started one conversation with a fire safety/survey company who also tried to sell doors! They even had the temerity to ask of prices obtained elsewhere! Our chosen surveyor was independent and also a chartered building surveyor.

6. THE DOOR SUPPLIER

There are undoubtedly many companies who can supply a 'doorset' with certificates for the component parts, which are not necessarily tested/certified as a whole. It's vitally important the supplier can provide certification in their own name for the entirety of the door set. The door will also be marked or plugged with certification identifiers (BM TRADA Q Mark) – for manufacture and fitting. Other certification authorities include BWF.

7. SECURITY STANDARDS

The PAS 24 security standard is a good, basic security standard which requires the door to resist certain forms of attack with basic tools (tests can be seen on YouTube). For higher levels of security, often comprising of steel plate doors, the LPS1175 standard takes security to advanced levels – which is worth consideration in high crime areas and/or high net worth properties.

It is also worth considering how secure you need to be – very high levels of security may prevent rescue in fire situations.

Be prepared

So, in summary, if you're thinking about the prospect of changing your Flat Front Entrance Doors:

- Be cautious... some suppliers will try to sell door sets which are not certified as a whole.
- Ensure the door contractor can access as many flats as is possible, as you need to ensure they carry responsibility for any measurement variations.
- Check the certification of what you're buying before you order and ask your surveyor to review the certification trail.
- Check the continuity of product. The supplier may sub-contract the doorset to another company. Our 'trial' door was practically a one-off, whereas the remaining 38 were 'production' items, subcontracted to another company. There were subtle differences which were not immediately obvious.

You can find some additional information here: doorset_brochure_update_25.3.19.pdf (securedbydesign.com)

TENANT AND FUEL POVERTY WORKSHOP

Honorary Consultant and Legal Adviser Nick Roberts recently attended the 'Tenant and fuel poverty workshop: your feedback consultation to improve the energy performance of privately rented homes in England and Wales'. He shares his findings here.

The session was part of a series of meetings with mixed stakeholder groups – Citizens Advice, Local Government and Fuel Poverty were represented.

With the objective to improve the energy performance of privately rented homes in England and Wales, a number of key points were discussed ahead of the proposals for change:

1. The overall aim is to raise the minimum standard of energy efficiency (on the EPC) for let properties from E to C. This would take effect from 2025 for new lettings and from 2028 for all lettings. (The latter suggests a change in policy as current EPC requirements apply but only on a change of tenancy).
2. The maximum grant would be raised from £3,500 to £10,000. It was thought that the expense of the scheme would not rise commensurately as it is predicted that, even with a £10k cap, the average would still be only £4,700.
3. The emphasis on improvement is likely to be on 'Fabric First' ie insulation measures rather than things like solar panels.
4. The penalty on landlords for non-compliance is to be raised from £5,000 to £30,000. The current penalty is such that it is often cheaper to risk a fine than to comply.
5. The requirement for letting agents to provide an EPC should be more rigorously enforced with fines. The current loophole, whereby a tenancy agreement can be signed on the basis that the EPC 'is to follow' within a number of days, means that in practice the EPC is never sent. The utilisation of this loophole is most prevalent in areas where demand is strong and flats get snapped up quickly. But it is unclear how this will be applied where landlords do not use agents – increasingly properties are being let via social media.
6. Whilst a complex solution, it was suggested that rather than relying on enforcement by local authorities, there should be some incentive for tenants to enforce indirectly. Tenants could be compensated, perhaps via rent deductions, in respect of the additional cost of heating a property which does not comply.
7. There is potential that the current exemptions for listed buildings and buildings in conservation areas could be tightened. Exemptions might apply but only where planning permission/ listed building consent for the change proved impossible. FPRA members with large Georgian/Victorian houses which are now subdivided, and/or with luxury apartments whose foundations lay in historic buildings, are likely to be impacted.

The changes will certainly affect some FPRA members.

Unfortunately, the presentation and resulting discussion had not taken into account that many leaseholders will find it difficult to improve the energy efficiency of their buildings, even when there is widespread support for them to do so.

- Straightforward home insulation measures such as loft insulation or cavity wall insulation usually involve using a part of the building that does not belong to a leaseholder, but has been retained by the landlord.
- Even if the landlord is willing to install insulation, most leases do not allow the landlord to pass on the cost of improvements via the service charge.
- And even when the landlord is a Residents' Management Company, leaseholders can find the leases do not allow them to make the required improvements.

The outcome of leaseholders not being able to make improvements could prove to be a catalyst to sell up. And the resulting effect of a large tranche of flats hitting the market at the same time could well depress market values, not only for buy-to-let investors but also for owner-occupiers, resulting in a destabilisation of the market. The BEIS would appear to be aware of this concern, and are in consultation with DHCLG (but do they really have a good grasp of the issues leaseholders face!).

Overall, there is concern that there really is nothing in the proposals which will benefit owner-occupier leaseholders, and the implementation of the proposals would cause real difficulties for leaseholders who are buy-to-let landlords.

Due to the impact of COVID-19, the government extended the consultation period to 8 January 2021. We will be keeping a close eye on developments and report back when we know more. In the meantime, additional information and supporting documents can be found on the government website here www.gov.uk/government/consultations/improving-the-energy-performance-of-privately-rented-homes

If you have any thoughts and/or concerns on the proposals so far, do get in touch info@fpra.org.uk or newsletter@fpra.org.uk

Legal Jottings

Compiled by Nicholas Kissen, Senior Legal Adviser at LEASE

UPPER TRIBUNAL (LANDS CHAMBER)

The Upper Tribunal (UT) considers whether the costs of a new roof to parts of a block of flats are recoverable through the service charge from the leaseholders.

The London Borough of Lambeth v. Gniewosz [2020] UKUT 274(LC)

The facts

LBL is the owner of the freehold to 1-51 Bodley Manor Way, London SW2 comprising three blocks of purpose-built flats constructed about 40 years ago. G. held a long lease dated 12 April 2004 of flat 21, being a one-bedroomed flat which was granted for a term of 125 years from 12 February 1990.

Under clause 2.2, G was obliged to pay a rateable and proportionate part of the reasonable expenses and outgoings run up by LBL in the repair, maintenance, improvement, renewal and insurance of the building and provision of services.

By clause 3.2 G was obliged to maintain, repair, redecorate, renew, amend, clean, repoint and paint as applicable. Also and importantly LBL, as landlord, was required to repair, renew and at its discretion to improve the roof.

In June 2018 G applied to the First-tier Tribunal (Property Chamber) (the FTT) under Section 27A of the Landlord and Tenant Act 1985, to decide the reasonableness of service charges demanded by LBL for the years 2013/14 to 2018/19.

G challenged the reasonableness of dozens of items in the service charge demand. However, the only issue considered in this case was advance payment for the replacement of part of the roof in 2018/19. The original roof was zinc and LBL planned to replace it with glass-reinforced plastic(GRP).

The total cost is said to be £5,659.64 and G's share has not yet been decided but is likely to be at most 2.5% of the cost.

Before the service charge was demanded, a consultation under section 20 of the Landlord and Tenant Act 1985, was undertaken.

The decision of the First-tier Tribunal (Property Chamber)

The Tribunal decided that the reasonable leaseholder who bought a lease of a flat with a zinc roof would be entitled to take the view that a GRP roof would be a diminution of that purchase.

The replacement with GRP would be a breach of covenant because of its shorter life expectancy, its aesthetic quality and the extent to which it was in keeping with the building.

The Tribunal concluded that it could never be reasonable to incur expenditure in breach of a landlord's covenant.

LBL appealed arguing that the Tribunal had not sufficiently explained why the replacement of the roof in GRP would be a breach of covenant; its findings of fact about the aesthetic quality of GRP were arrived at on the basis of a single photograph and moreover its conclusions were not open to it on the basis of the scant evidence.

What did the Upper Tribunal (Lands Chamber) decide?

The appeal by LBL was allowed. The FTT did not give a sufficient explanation for its decision.

Whilst it did decide that it did not matter whether the roof replacement was regarded as a repair or a renewal, it did not say what was the legal test it used in order to decide whether the proposed work would be a breach of covenant.

The FTT was apparently not impressed with the GRP replacement and took the view that zinc would be better as well as lasting longer, and that the reasonable leaseholder would be unhappy with GRP.

However, the UT considered this goes nowhere near to a statement of the legal test and an explanation as to why that test was not met.

G argued apparently, at the FTT, that only replacement with like-for-like would comply with the covenant. She did not pursue this argument at the UT but the FTT was clearly attracted to it and hence found that zinc was the 'only method' that would do.

Beyond that, the FTT appears to have decided that a replacement with GRP would breach covenant because it did not like what it saw in the one photograph to which it referred in its decision, because of the lifespan of the material and because of what it thought a reasonable leaseholder would think.

The FTT did look at the contrast between zinc and GRP rather than at GRP in itself; it might well be that zinc would be more in keeping with the character and age of the building but that did not mean that GRP was not in keeping with that age and character. The FTT decision made no mention of locality.

Accordingly, it was clear that the FTT was not applying the legal test in the 1890 judgment in the case of *Proudfoot v. Hart* where the Court of Appeal decided the meaning of 'good tenantable repair' as such repair as, having regard to the age, character and locality of the house, would make it reasonably fit for the occupation of a reasonably-minded tenant of the class who would be likely to take it.

The work proposed was a type of repair and the covenant in paragraph 3.2 was a generic repairing covenant. The FTT asked itself whether the work would be a breach of covenant by virtue of the materials used and should have answered that question using the test in the *Proudfoot v. Hart* judgment. That test was a relatively low threshold and it was highly unlikely it would be failed on the basis of the material's lifespan or level of aesthetic concerns but that was not the test the FTT used.

Furthermore, the FTT made an aesthetic judgment on the basis of what was clearly inadequate evidence. The bundle of documents for the hearing contained a lot of evidence about the architectural quality of the building but it was not known what, if

Continued on page 20

ASK THE FPRA

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

Fire doors replacement

Q Recently, we received a fire risk assessment (FRA) that indicated the need to replace all internal flat front doors with new FD30 standard doors.

As a mansion block with the front doors being original substantial, thick and heavy, they would be expensive to replace with a project cost in the region of £250,000.

However, I believe, based on our lease terms, that the responsibility for maintenance of the front doors sits with the leaseholder and only the external decoration of it (for consistency) sits with the management company.

Further, I believe this would mean we have no legal mechanism to recover such cost from the leaseholders, S20 or otherwise.

A FPRA Honorary Consultant Jonathan Gough replies: If the fire doors are original and in good condition, they do not normally require replacement. When an original door needs replacing it should be done with a door manufactured to current standards, the cost of which tends to fall to the leaseholder unless otherwise stated in the lease. The member is well within their rights to challenge the risk assessor and request a further explanation as to why they have dispensed this advice.

New Share Issue Charge calculation

Q Please can you help. We are a small company and the owners of flats all have a share in the company. However, when we bought the freehold in 1997 some owners did not contribute to the cost and did not become a shareholder. We have now been requested to issue a share to a new owner of a flat but cannot decide what to charge that is fair and reasonable.

Is it possible to provide a formula for selling a new share? The block consists of 92 flats one of which the company owns used by the Caretaker. It also owns 10 garages rented out to tenants and we have a large garden, both back and front (approx 3 acres). We collect £225K in service charges and employ three staff.

A FPRA Director Shula Rich replies: There is no obligation to issue a share. If you do then the cost should depend on the benefit:

- If there is a lease extension to that flat involved then this should be formally valued.
- If you are a company limited by shares and distribute profits from the garage rents to shareholders then I think an accountant needs to provide a valuation for which the prospective purchaser should pay.
- If there are any lease extensions which may be sold with profit distributed to shareholders then again this is an accountant's job (cost to prospective purchaser).
- If you are limited by guarantee, do not distribute profits and have nothing to sell out of the freehold, then the only benefit in having a share is the value of the freehold reversion.

What is a share worth of the future value?

A valuation surveyor is needed if the leases have less than 99 years to run. (My opinion only – there may be a value in the reversion no matter how much there is left on the lease – please take a valuation surveyors' advice if in doubt).

If there are none of the above benefits apart from a vote, then it's your choice. Perhaps £250 to cover expenses in adding a shareholder?

In my own block of 109 we all own a share of the freehold but when a share changes hands we charge £250 admin and save the money for wine and coffees at our AGM!

Fire safety – who is responsible?

Q I live in a maisonette (one up and one down) and am part of a Residents' Association. Each maisonette has its own front door and is self-contained. We have 20 maisonettes within three blocks. We have no communal area inside apart from the porch area of each one up/one down property.

My question is about what we are actually responsible for regarding fire safety. Is it the Residents' Association or the owner's responsibility? We had a fire safety review and to be honest this scared us to death and it seemed over the top. Have you any documents that you can point me in the direction?

A FPRA Honorary Consultant Jonathan Gough replies: The residents' association is responsible for all internal and external communal areas. With a maisonette, this is normally only the outside of the building and plant rooms and bin stores etc.

I would be happy to review the last FRA; maybe the assessor did not understand the makeup of the blocks and has applied the wrong criteria.

ICO payment annual fee

Q We have received a demand from the ICO for payment of the annual fee for data protection! Is this normal for RMCs, as the only information we hold is contact addresses?

A FPRA Director Shula Rich replies: I am chair of our freehold company. Similarly, we just keep this information. However, we did not think that

for the sake of the small fee – we paid approx. £40.00 – that it was worth making an issue of it. Our agents who use more information than us have good reason to register. We do not believe that we do, but as there was some doubt, we registered to be on the 'safe side'.

Water leaks

Q We are leaseholders with a share of the freehold. Obviously, we have buildings insurance and all the flats have contents insurance. In the past, leaks from radiators, taps, overflows have been sorted by the residents. We now find ourselves in a grey area and would appreciate your wisdom.

One flat here has twice had a leak from the piping behind their shower in different bathrooms and they have claimed on the buildings insurance as it was the integral piping. As the management committee what are our responsibilities in this respect, and should each flat have their own insurance for leaks?

I have consulted with a friend in a similar position and he says the management responsibility ends at the front door of the flat. One insurance company I spoke to said flat owners cannot have buildings insurance as it is already covered. The insurance that I have looked at does not cover leaks – only contents.

A FPRA Honorary Consultant Belinda Thorpe replies:
Your buildings insurance should be the insurance policy that pays out for damages to the property structure (walls, ceilings etc) caused by water leaks. Buildings insurance for flats is provided for all units in the block and cannot be arranged individually or separately. The individual residents only need to purchase their own flat contents insurance – which will protect their personal possessions from any water leak.

Fire risk assessments

Q Recently we had a Fire Risk Assessment conducted, and the items requiring attention are detailed below:

1. The fixed electrical installation is to be inspected every five years. (Electricity at Work Regulations/IEE Wiring Regulations 18th. Edition 2018)

2. The lightning protection system is to be tested annually. (BS62305)

3. The Fire Alarm system is to be tested weekly and serviced every six months. (BS5389-1)

4. The Automatic Opening Vents are to be tested along with the Fire Alarms. (BS7346-8:2013)

5. The Emergency Lighting is to be tested monthly and a three-hour battery discharge test to be conducted annually. (BS5266-1)

Please would you confirm the above Statutory conditions, as bracketed, and advise us whether they are compulsory or recommended?

We have always had our Fire Alarm system, the AOVs and Emergency Lighting tested and serviced every six months. The electrical installation was given a Certificate of Clearance when the property was built in 1984. We have never been required on any previous Assessment to test our Fire Alarm system/AOVs weekly or the Emergency Lighting monthly. The weekly testing would be an expensive labour cost.

A FPRA Honorary Consultant Jonathan Channing replies:
Many thanks for your recent enquiry. Please see below.

1. **The fixed electrical installation is to be inspected every five years. (Electricity at Work Regulations/ IEE Wiring Regulations 18th. Edition 2018)**
   At least every five years. The electrician doing an EICR will indicate if the installation should be inspected more often. Most default to five years.
2. **The lightning protection system is to be tested annually. (BS62305)**

Continued on page 12

Ask the FPRA continued from page 11

Most managing agents and their clients in my experience do annual tests. That is the correct BS above, plus see Electricity at Work Act.

3. **The Fire Alarm system is to be tested weekly and serviced every six months. (BS5389-1)**
   In the past, I have asked the experts about weekly testing. British Standards and the Regulatory Reform Fire Safety Order (RRO) state that fire alarm systems have to be maintained and recorded. Frequency? I would suggest the member conducts a google search to satisfy themselves. I do remember reading once that Grade A fire alarm systems should be tested weekly. If it were my decision, I would have the cleaner trained to do the weekly check.

   Practicalities do play a part for most blocks of flats. Health and safety consultancies often recommend weekly testing of fire alarms where the block of flats has on site staff, or monthly where there are no staff.

   Six monthly servicing is entirely normal/standard.
4. **The Automatic Opening Vents are to be tested along with the Fire Alarms. (BS7346-8:2013)**
   When the main fire alarm is checked, the same firm might as well check the AOVs.
5. **The Emergency Lighting is to be tested monthly and a three-hour battery discharge test to be conducted annually. (BS5266-1)**
   Monthly so called 'flick tests' are commonplace because they are recognised as best practice. The RRO and British Standards recommend the monthly tests and annual drain down of the batteries. Deviating from that would need a good explanation.

Managing agents

Q **Since serving notice to our current managing agent, we have noticed that they are not responding to our emails or queries (as an example we had emailed six times to ask a question around available funds in our landscaping budget and still have not received a satisfactory response).**

They are ARMA members (I have requested the Charter from ARMA); can you advise what recourse we have to manage this?

We are also doing an independent audit on the 2019/2020 accounts and have requested bank statements. They have advised they are unable to provide these as all monies are held in a communal client account. We were led to believe, by them, that we had separate accounts set up. Can you advise whether this is normal practice and how can we be sure that our funds have been allocated correctly by them (we have already identified a number of errors on their part)? We are obviously very concerned about this.

A FPRA Committee Member Colin Cohen replies:
I would suggest that this member initially asks for their managing agent's complaints procedure which they have to have as members of ARMA.

Upon receipt they should follow this and if the response is not satisfactory from the agent then refer it to their Ombudsman Service.

Health and safety survey

Q **I wonder if you could comment on the following advice received from our managing agent. We are a block with 20 flats with common areas and on four floors. We employ a managing agent but have a full functioning Board of owners which meets every six weeks.**

Our last H&S survey was carried out in 2017 and included an asbestos risk survey (possible boarding to the edge of the roof) and the agent has advised we need to carry out a full survey every three years and I cannot find statutory support for this. They also state that as managing agents they are deemed liable if anything happens and case law indicates they should resign should the owners not carry this survey out as just notifying the obligations is not deemed sufficient to remove their liability. Only non-structural interior alterations and decorations have been carried over the last three years so does any statutory

obligation require a survey regardless of any changes to the property?

If you can shed light on the above that would be most useful and please let me know if you have any questions.

A FPRA Honorary Consultant Jonathan Gough replies: The text in *italics* gives examples and suggestions of how to comply with the duties.

Who is the duty holder?

The duty to manage asbestos is a legal requirement under the Control of Asbestos Regulations 2012 (Regulation 4). It applies to the owners and occupiers of commercial premises (such as shops, offices, industrial units, etc) who have responsibility for maintenance and repair activities. In addition to these responsibilities, they must assess the presence and condition of any asbestos-containing materials. If asbestos is present or is presumed to be present, then it must be managed appropriately. The duty also applies to the shared parts of some domestic premises. In this instance, it will be a shared duty between the Managing Agent and the Residents Management Company (RMC).

What do you have to do?

It requires the person who has the duty (ie the 'duty holder') to:

- Take reasonable steps to find out if there are materials containing asbestos in non-domestic premises and if so, its amount, where it is and what condition it is in. Presume materials contain asbestos unless there is strong evidence that they do not. Make, and keep up-to-date, a record of the location and condition of the asbestos-containing materials or materials which are presumed to contain asbestos. *This would take the form of an intrusive survey, sometimes called a Type 1 Management Asbestos Survey. Once the survey has been done there is no need to do it again, unless the first survey did not gain access to any of the communal areas. This normally results in the assessor making comments like 'No access. Asbestos presumed'.*
- Assess the risk of anyone being exposed to fibres from the materials identified. *The survey will contain a risk register identifying the materials and explaining how they should be managed.*
- Prepare a plan that sets out in detail how the risks from these materials will be managed. *Please refer to the answer provided in the point above.*
- Take the necessary steps to put the plan into action. *The person or organisation completing the survey can help with developing a plan. Normally this just means deciding how you will either monitor or remove the asbestos found.*
- Periodically review and monitor the plan and the arrangements to act on it so that the plan remains relevant and up-to-date. *When the Property Manager completes a visit, they should visually inspect all the accessible asbestos-containing areas to see if its condition has changed. If a problem is found they should arrange for it to be resolved (this normally means removing the asbestos) and also notify residents, to limit the possibility of any exposure.*
- Provide information on the location and condition of the materials to anyone liable to work on or disturb them. *Provide a copy of the asbestos survey to any contractors conducting intrusive work in or around the building.*

Liability

As the duty holder is two organisations, it would be unusual for only one to be deemed liable for not following the regulations unless they have not discharged their duty, or one duty holder is stopping the other. Resigning the management of the property seems to be a disproportionate response. Any comment or reference to case law is best done by legal counsel.

Sub-letting consent fee

Q Can the freeholder request a consent fee for sub-letting a residential unit and what would be a reasonable fee level?

I attach the provision of my lease which suggests a minimum fee of £50 however the lease is from 2001. What would be the legal consequences if the notice for sub-letting was not served, ie consent was not sought?

A FPRA Honorary Consultant Emily Shepcar replies: There is a provision in your lease, that following any underlet of the property, due notice should be served on the Freeholder to confirm the same and that there is a reasonable fee payable of not less than £50 plus VAT. I cannot see that there is any provision that consent is required in advance of any letting.

The fee charged should be reasonable for the work involved in dealing with the Notice and you are able to challenge any fees which you would consider to be unreasonable through an application to a First-tier Tribunal.

I would suggest that a fee of between £75-£100 plus VAT would be reasonable for the work involved here. The Freeholder will need to receive your Notice, check that it has been served correctly and record the details of the tenancy on their files. They will also need to keep these details under review and may request some additional documentation and information from you regarding the tenant and confirmation of any renewal of a tenancy.

If notice was not served this would be a breach of your covenant, as a leaseholder, to provide the Freeholder with such notice and further action could be taken to enforce this clause, though I would hope that through conversation any such action could be avoided.

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Ask the FPRA continued from page 13

Cladding and surveyor's certificate

Q **Our building has 31 flats on eight floors. There is no cladding. However, rumours are going around about high rise blocks needing to have a surveyor's certificate to confirm this if one wishes to sell a property and/or to obtain a mortgage. Is this necessary? Or if not, should we be prudent and get one anyway if this is likely to come into force in the future or possibly hold up a sale now?**

A FPRA Honorary Consultant Jonathan Gough replies: If the buildings do not have cladding, then a survey should not be needed. The definition of cladding is quite broad, it includes the following:

- Metal sections
- Spandrel windows
- Render
- Timber
- Balconies

I appreciate that the member may not know what these systems look like so if they would like to supply pictures of the front and rear of the building, I could give a more definitive response.

Client money protection scheme

Q **As we are preparing to increase service charges to cover the cost of major works now urgently required, the security of our funds held in trust by our managing agents is a matter of serious concern.**

Unfortunately, our agents are not members of ARMA, so not covered by their Client Money Protection scheme.

Although our agents have no contractual obligation to provide CMP, they have in the past promised to do so but that does not look likely to happen any time soon.

Can you suggest any alternative way we could protect or insure our funds against loss in the event of malpractice by our agents or in the event of their bankruptcy?

A FPRA Committee Member Colin Cohen replies: If the member has concerns that their managing agent are not covered by any Client Money Protection scheme, then they should apply to the agent and ask them what protection they have and advise the freeholder of their concerns. If there is appetite from 50 per cent of the leaseholders, consider forming a no fault 'Right to Manage' company and consider appointing an ARMA member.

Unpaid monthly maintenance payments

Q **Over the years, we have had several cases where residents have fallen behind with their monthly maintenance payments. These have always been resolved satisfactorily and amicably, sometimes on sale of a flat. (We have always made it clear that our Secretary will not process the necessary paperwork until outstanding debts have been cleared.)**

About six years ago, one of our flat owners fell behind with her maintenance payments. As she was suffering from the onset of dementia, we did not pursue the issue with any great zeal. Roughly five years ago she died, and we assumed that the debt would in due course be settled from her estate (including any debts accrued after her death), and that payments would resume once the flat had new owners. We were told by her son that he was the executor of the estate, and that he was the main beneficiary. He intended to sell the flat and he would indeed clear the debts once the sale was arranged.

This was over five years ago. Since then, the flat has remained vacant and we have received no maintenance payments for it. Whenever we have contacted the son, he has responded with various explanations for the delay, which include having had several periods of illness himself.

The upshot is that after all this time the will/estate has still not been resolved. In fact, the current situation is even more confused. The solicitors who were originally dealing with the will have gone out of business. The son has engaged another solicitor, but it appears that the original will cannot be traced.

Our residents are undecided how to proceed. As the Company does not have an urgent need for the funds, some of us are happy to wait until such time as the flat is sold. Others feel that accepting the current situation is unfair to those making regular payments and want us to take some kind of legal action to secure the outstanding the payments. We are, however, not clear whether or how this can be done. We are also wary of taking legal advice, in case this is costly, and cannot be reclaimed as part of any legal action.

We are surprised that the will/estate can still be unresolved after such a long time. Presumably there must come a time at which the estate has to be treated as if the deceased died intestate?

So, despite our reluctance to take any legal action, we would welcome any advice on how we might proceed. (I believe we have a scanned copy of the lease which we could send, but I'm not sure it will be any great help!)

A FPRA Honorary Consultant Mark Chick replies: I have reviewed this and the situation appears to be as follows:

Firstly, if the service charges are unpaid, then the company needs to be careful to make sure that they do not fail to demand payment and must keep up the demands in the intervening period as they will otherwise find them self time-barred from taking action to recover the sums.

The standard limitation period for contractual debt is six

years although it might be arguable that the period is 12 years as the payments are made under a deed (the lease).

In addition, it is not unusual for an estate to take some time to administer, particularly if it is complex or there is an intestacy or some of the complexity such as say, an overseas element.

We cannot comment on the other firm that have gone out of business. However, our suggested course of action would be that the board considers whether it wants to take further enforcement action to protect its position whether by issuing a County Court debt claim or otherwise.

If this were done and this then remained unpaid, then it is possible that further action could be taken for instance to forfeit the lease of the flat. This would represent a significant windfall to the freehold company as they would require the full value of the flat.

Of course, the estate would probably seek relief from forfeiture but they would need to pay off all costs owed on a full indemnity basis if they were to succeed in doing so. In other words, the board's legal costs will be covered in full and they could instruct a firm such as ours to do this work.

Utility bills charged by square footage?

Q **Our communal electricity bill for 376 apartments is approx £40,000. It is not charged equally between the apartments, eg, £40,000 divided by 376.**

Apartment sizes range from 400 square feet up to 1780 square feet. We pay service charges for the communal electricity, water, and everything else by the sq footage, so the bigger your apartment, the more you pay.

Should the communal electricity and water bill be charged equally between the apartments or charged by the sq footage?

A FPRA Honorary Consultant William Bush replies: To my knowledge there are no legal guidelines in terms of how to charge for communal supplies. We have some clients that charge equally based on the number of units and others that charge by the sq ft. I am not sure if this is down to the choice of the managing agent or if it is something that is detailed in the lease?

I believe that it is usually just split equally based on the number of units but if it's based on square foot then there's usually a reason for that, but this question is probably best aimed at the managing agent who has set this up.

Solicitors fees

Q **Can our managing agent charge solicitor's fees to our service charges for the purpose of pursuing leaseholders who are in arrears on their service charges?**

A FPRA Committee Member Colin Cohen replies: This member needs to refer to the leases of the property, which I imagine will clearly give provisions as to what can be charged as service charges. It is unlikely that legal fees are considered chargeable as many leases only provide for interest charges for late payment. However, if solicitors are instructed by the managing agent then they would be best to ask if their costs can be passed on to the defaulting lessees.

THE UK'S RESIDENTIAL PROPERTY SECTOR ADVOCATES GREATER ADOPTION OF THE UPRN

13 January 2021

Source:GeoPlace

Greater adoption of the Unique Property Reference Number (UPRN) will deliver substantial benefits to UK society.

On 12 January, a cohort of the most prominent bodies in the UK's Residential Property Sector (RPS) sent an open letter to Robert Jenrick MP, Secretary of State for Housing, Communities and Local Government (MHCLG), highlighting ways in which the government can support the appetite for greater adoption of the UPRN, right across the sector.

Ordnance Survey has created the 12 digit UPRN, and local governments in the UK have assigned each piece of land or property a unique UPRN and geographic coordinates.

A UPRN will consist of comprehensive data of a property, from the planning stages to demolition. Stored in a single database, once assigned, it can be used to accurately identify each address. It acts as a unique reference point recognising an address over and above any other datasets that might fail to provide the information.

More information is available from Bernie Wales, Friend of the FPRA here: https://berniewales.co.uk/uprn-is-coming

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:

November 2020

5* A very quick and detailed response to my questions about H&S surveys, their frequency and responsibilities.

November 2020

5* A lucid and comprehensive reply to our question, one that I will be able to refer to in my future discussions with the freeholder. And it came back from the FPRA's adviser in under two working days.

February 2021

From a new member in Wales.

Since joining the FPRA only a few months ago, we have raised questions about our Managing Agent and the contracts they provide. The FPRA office is friendly and efficient and their advisers have responded readily and comprehensively. We feel we are a more confident Residents Association with the FPRA alongside us.

October 2020

5* As always, brilliant advice. Thank you.

October 2020

An excellent organisation that gives invaluable, impartial advice. A recent legal question was answered within a couple of days in a comprehensive and most helpful manner. Highly recommended!

January 2021

5* Great service. Clear precise answers. Very prompt replies.

December 2020

A fast and relevant response providing valuable advice.

Advertisements

DATES FOR YOUR DIARY

FPRA webinars

We're continuing to run our webinars this year. Please join us for our next one – **Retirement Blocks and Communal Areas** – on Thursday 18 March at 10am.

We will also be running webinars on the following subjects:

- "A Residents Voice" in conjunction with FixFlo
- General legal
- Utilities and green energy
- Fire safety

Once details have been finalised, we will notify you via emails and updates on our website.

AGM

As with so many events last year, we were very disappointed to have to cancel our AGM but as we prepare to embrace a more positive 2021, we're very much looking forward to this year's meeting as well as 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 meet and connect with the FPRA team, Committee Members and our Honorary Consultants.

Please put Wednesday, 17 November 2021 in your diaries, and once all the details for the meeting have been finalised, we will send out a link for you to register and confirm your attendance.

Remember, you can find the details about all our events, as well as lots more information and useful insights, on our website: https://www.fpra.org.uk

NEW RESEARCH...

Informing the development of a new Building Safety Regulator and understanding key duty-holder roles

In the wake of the Grenfell Tower disaster, HSE has been tasked with establishing a new Building Safety Regulator (BSR) to oversee the safe design, construction and occupation of higher-risk residential buildings. The FPRA will be participating with Kantar, an independent research agency, who will be undertaking the research on behalf of HSE.

The research will seek to explore perspectives on and responses to the development of the new Regulator and will aim to understand what support, guidance and information different duty holders will require prior to/during the implementation of the Regulator.

Researchers will be talking to individuals who may be affected by the introduction of the Regulator in that they may be designated as Accountable Persons, e.g. Directors of Right to Manage Companies. They will want to understand their current context, the impact that the introduction of the BSR may have on them and what HSE could be doing to support them.

Following our participation in the research and once the feedback has been published, we look forward to sharing the outcomes with you. However, in the meantime, if you have any questions or concerns regarding the introduction of the Building Safety Regulator, we would love to hear from you. info@fpra.org.uk or newsletter@fpra.org.uk

SAD FAREWELL

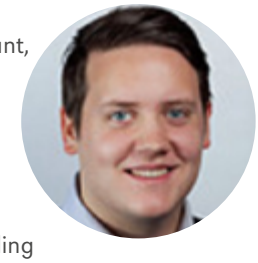
We're very sad to say goodbye to Committee Member Gerry Fox. From 1985, Gerry was involved with the RICS and in 1991 was a founder Chairman for ARMA. He joined the Federation in February 2018 and during his three years, provided valuable help to many of our members. Gerry's work for the FPRA, alongside the relationships he developed and maintained with a number of key organisations, has been invaluable. Gerry says 'I wish you and the FPRA continued success. The last three years have been a privilege, and I thank you for giving me the opportunity to be part of the Committee'. Chairman Bob Smytherman replied: 'Thank you Gerry for all you have done and the time you have given to support our members, which has been hugely appreciated. On behalf of everyone at the FPRA, I wish you well, and please do keep in touch'.

Advertisements

OUR NEW HONORARY CONSULTANTS

I hope you will all join the FPRA in welcoming two new Honorary Consultants both of whom are here to offer support, advice and guidance to you our members. There is a brief introduction to William and Adam below but you can read more about them and all our Committee and Honorary Consultants on the website. Please continue to send in your questions all of which will be answered, exclusively for our members, by this esteemed group of professionals. info@fpra.org.uk

William Bush



William has worked as a utility consultant, in and around property management clients, for the last 12 years. His expertise, as a residential managing agent, was gained whilst managing a portfolio of 6,000 sites and the procurement of energy contracts providing advice on energy management and adherence to heat network regulations.

William is the Director of Bespoke Utilities, a family run utility brokerage, set up to help property management clients reduce what they pay for their gas, electricity and water.

Adam Smales

Adam is Business Development Manager, Parking at Vehicle Controls Services Ltd, where he specialises in the area of residential and commercial parking management schemes.

Since starting with the company in 2013, Adam has developed and worked with an extensive range of both public and private sector residents' groups throughout the UK, helping to address the often confusing and sometimes confrontational issue of parking control.

As a sector specialist, Adam is versed in the current legislation surrounding parking control on private land as well as having insight into future changes being brought in by UK government.

Legal Jottings continued from page 9

anything, the FTT had in mind in reaching its decision other than the one photograph to which it referred. Although the FTT was an expert panel, an unexplained decision based on incorrect evidence could not be justified on that basis. Accordingly, the replacement of zinc with GRP had been found by the FTT to be a breach of covenant based on inadequate reasoning.

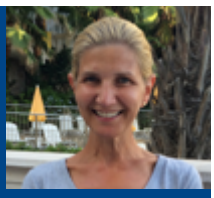
The Upper Tribunal concluded that the decision of the FTT had to be set aside and the matter sent back to the FTT for a re-hearing when all the grounds on which G objected to GRP would have to be examined.

Points to note

When considering claims relating to repair works undertaken by landlords, the legal test in *Proudfoot v. Hart* should be considered.

MEET THE FPRA

Five things about....



Val Moore

Editor of the FPRA Newsletter

- I've lived and worked in New York
- I've been trekking in Machu Pichu, the Sahara Desert and Iceland
- My favourite pudding is treacle tart
- My favourite TV show of all time is Dallas
- My life's motto is to 'regret things you've done, not things you haven't.

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