

«Recipient Ref»

Tenancy Name

«Address\_1»

«Address\_2»

«Address\_3»

«City»«Postcode»

**NOTICE OF INTENTION TO ENTER INTO A QUALIFYING LONG TERM AGREEMENT UNDER  
REGULATION 5 (2) OF SCHEDULE 2 TO THE SERVICE CHARGES (CONSULTATION  
REQUIREMENTS) (ENGLAND) REGULATIONS 2003**

Tenancy Name

Re: **Address (Full)** (The Property)

**EAST ANGLIA REGION REPAIRS AND MAJOR WORKS CONTRACT**

This Notice is served by Metropolitan Housing Trust Ltd as agent on behalf of: Metropolitan Home Ownership Ltd, Metropolitan Support Trust Ltd, Metropolitan Living Ltd, SpiritaGen Ltd, Longsdale Ltd, one of which is your landlord ('the Landlord'). For the purpose of this notice, any reference to 'Metropolitan' or 'Landlord' will denote all the aforementioned companies.

**Please Note:**

- 1) If you are not the legal owner of The Property, please forward this Notice and the enclosures to the legal owner as soon as possible.
- 2) If you are in the process of selling your home, you should give a copy of this Notice and the enclosures to the prospective purchaser.

It is the intention of Metropolitan to enter into a long-term agreement in respect of which we are required to consult our tenants. In accordance with Section 20 of Landlord and Tenant Act 1985 as amended by the Commonhold and Leasehold Reform Act 2002 ('the Act'), landlords are required to consult tenants, leaseholders and recognised tenants associations in relation the landlord's intention to enter into agreements described in the Act as 'qualifying long term agreements'. These are agreements entered into, by or on behalf of a landlord for a term of more than 12 months. This would cover the agreement which Metropolitan intends to enter into and in respect of which the Landlord is now conducting consultation.

**Description of the relevant matters**

Metropolitan intends to enter into a qualifying long-term agreement to run for a period of up to 10 years, subject to satisfactory performance. The agreement is intended to deliver the full scope of the services and works detailed below, but please note you will only be charged for services and works that apply to your block or estate and in accordance with the terms of your lease:

- a) **Responsive Works** - The responsive inspection, repair, maintenance, servicing, renewal, replacement, redecoration and certification of the buildings and installations comprised in The Property, your block and your estate.
- b) **Planned Works** - The planned inspection, repair, maintenance, servicing, renewal, replacement, redecoration, improvement (where appropriate) and certification of the buildings and installations comprised in The Property, your block and your estate, including any major works which are required. To include but not exclusively - component replacements, replacement roofing, re-building work.
- c) **Gas Installations** - The installation, inspection, annual safety inspection, maintenance, servicing, repair, replacement, renewal and certification of all gas pipework, meters, stopcocks, installations and equipment serving The Property, your block and your estate and all ancillary works.

- d) **Electrical Works** - The inspection, repair, maintenance, servicing, renewal, replacement and certification of all electrical wiring, meters and installations serving The Property, your block and your estate (where appropriate) and all ancillary works.
- e) **Heating and Hotwater** - The inspection, repair, maintenance, servicing, renewal, replacement and certification of all boilers and systems including pipework, water tanks, control systems, stopcocks, radiators and other related installations (where appropriate) providing heating and hot water to The Property, your block and your estate and all ancillary works.
- f) **Water supply** - The inspection, repair, maintenance, servicing, renewal, replacement and certification of all pipework, water tanks, control systems, stopcocks, meters and other related installations (where appropriate) for the supply of fresh water to The Property, your block and your estate and all ancillary works.
- g) **Drainage** - The inspection, repair, maintenance, servicing, renewal, replacement and certification of all pipework, anti flood valves, flood warning alarms, manholes, inspection chambers, meters and other related installations for the draining away and removal of waste water, rain water and sewerage from The Property, your block and your estate.
- h) **Renewable Technologies** - The inspection, repair, maintenance, servicing, renewal, replacement and certification of any renewable technologies (solar panels etc) serving The Property, your block and your estate (where appropriate) and all ancillary works.
- i) **Windows and Doors** - The inspection, repair, maintenance, servicing, renewal, replacement and certification of all windows and doors in The Property, your block and your estate.
- j) **Window Cleaning** - The periodic cleaning of all windows and other glazed surfaces in The Property, your block and your estate (where appropriate)
- k) **External Works** - The inspection, repair, maintenance, servicing, renewal, replacement and certification of the all hard and soft landscaping, walls, fences, paving, roads, paths, gullies, ditches, drainage, car parking, drying areas, external bin stores and storage areas in The Property, your block and your estate (where appropriate). Include removal and disposal of items

### **Reason for intending to enter into the agreement**

The reasons your landlord considers it necessary to enter into the agreement for the services and works detailed to your block, estate and or property, are to comply with their obligations under the terms of the lease and to do so in a way that is best value for money. There are a number of ways this can be achieved and Metropolitan feel a long term agreement is the best way it can be achieved with a view to providing better value for money for leaseholders and for effective management of the estates, blocks and units.

Servicing and planned preventive maintenance to building components ensures that the buildings and their services installations can continue to meet the required standards over the long term and that Metropolitan fulfill their obligations under the lease terms and as a landlord.

Metropolitan will test the value of any service provider's offer and will consult with leaseholders about our proposals in a subsequent consultation. Information on the scope of the contract, costs and quality measures will then be available for your observations.

Metropolitan intends to commence the contract from July 2015 working together with the new service provider to seek to improve quality and contain costs year on year, during the term of the agreement. Any cost savings achieved through the contract will be passed on to leaseholders where works or services apply to their properties and are rechargeable under the terms of the lease. By entering into a partnering contract, Metropolitan will seek to improve value for money (by minimising costs but not quality) and to secure other added value services such as promoting local employment, training and community investment and ensuring high quality resident liaison and consultation is undertaken.

### **The reason for qualifying works in the contract:**

Metropolitan are responsible for maintaining various elements of your block/estate, both externally and internally, excluding any elements relating to the property/dwelling for which you are responsible. Both Metropolitan's and your obligations will be set out in your lease which you can obtain from [www.landregistry.gov.uk](http://www.landregistry.gov.uk).

In order to fulfill Metropolitan's maintenance obligations to you, it will be necessary to enter into a service contract and/or undertake cyclical maintenance and/or planned works. It is more economical and guarantees service standards and consistency across the housing stock to undertake this work within a long-term agreement in which the costs are based on pre-determined tendered rates.

The agreement may include some elements of improvement works which you would only be required to pay for should your lease allow it.

Major works will arise, which the landlord is obliged to carry out. You will be consulted separately at the time these works arise. You will be provided with the details of the works and costs. It is possible that some of the above work may mean that you would incur an individual charge of more than £250 (the consultation threshold) which is then called 'qualifying work'. If that happens you would receive a further Consultation Notice under Schedule 3 to the Service Charges (Consultation Requirements) (England) Regulations 2003 prior to any works starting. That Notice would detail what works are intended, why works are needed, and give an estimated cost. You would then have a right to make further observations.

### **Reason you are unable to nominate a contractor.**

The reason why you are not invited to propose a person from whom we should try to obtain an estimate is because the proposed works require public advertisement within the Official Journal of the European Union (OJEU).

### **Observations**

You are invited to make written observations in relation to the proposed agreement by sending them to: **Jo Hinton, Leasehold Manager, Metropolitan The Grange, 100 High Street, Southgate, N14 6PW.** Alternatively, you can email your observations to: [consultation@metropolitan.org.uk](mailto:consultation@metropolitan.org.uk). Please mark emails 'East Anglia Contract Consultation'. Observations in any other form will not be accepted. In particular oral observations or by telephone will not be accepted. A response form is included for your convenience but please note you do not have to use the form. Observations must be received within the consultation period. The date of this notice is 11 December 2014 and the consultation period will end on 20 January 2015.

### **Additional Information**

Additional information and frequently asked questions accompany this notice to provide you with further detail that may answer some of your initial queries.

Once tenders are received and analyzed, we will issue a further Notice about our Proposals to enter into an agreement. You will have the opportunity to make further observations before the agreement is entered into

Yours sincerely,



Jo Hinton  
Leasehold Manager  
On behalf of Metropolitan Housing Trust

### **Date of Notice 11 December 2014**

Enc:  
Response form,  
Language Sheet,  
Additional Information Booklet