

**IN THE FIRST-TIER TRIBUNAL PROPERTY  
CHAMBER**

**(RESIDENTIAL PROPERTY)**

**Tribunal Ref: LON/00BJ/LDC/2024/0174**

**BETWEEN**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH**

**Applicant**

**And**

**VARIOUS LEASEHOLDERS AFFECTED BY ELECTRICITY CONTRACT LONDON BOROUGH OF  
WANDSWORTH**

**Respondents**

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# 1.1 Application Form

# Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

**It is important that you read the notes below carefully before you complete this form.**

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

**A fee is payable for this application (see section 13 for Help with Fees).**

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

**If you want to be sent online banking payment details by email, please tick this box**

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

**Please do not send any other documents.** When further evidence is needed, you will be asked to send it in separately.

**If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.**

If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

**1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)**

Name:

Capacity:

Address (including postcode):

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any)

Address (including postcode):

Telephone:

Day:  Mobile:

Email address:  Fax:

**2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)**

13,9656 leaseholders are affected by the electricity contract; and

668 leaseholders are affected by the gas contract.

A list of the relevant addresses is attached. Included with the application are five sample leases which are a variation of each of the different lease types for the leaseholders affected by this application.

#### **4. BRIEF DESCRIPTION OF BUILDING (e.g.2 bedroom flat in purpose built block of 12 flats)**

Various types of properties across the Borough including flats and maisonettes in tower blocks and low rise blocks and some houses. The properties range in size from studio flats to 5 bedroom units.

**3. DETAILS OF RESPONDENT (S) the person against whom an applicant seeks determination from the tribunal – this will only be the landlord’s managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.**

Name:

Capacity:

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**Note:** If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

**5. DETAILS OF LANDLORD (if not already given)**

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

## 6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)

Name of Secretary

There are no RTAs complying with Section 29 of the Landlord and Tenant Act 1985

Address (including postcode):

Telephone:

Day:

Evening:

Mobile:

Email address:

Fax:

## 7. DISPENSATION SOUGHT

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?

Yes  No

If Yes, have the works started/been carried out?

Yes  No

Does the application concern a qualifying long-term agreement?

Yes  No

If Yes, has the agreement already been entered into?

Yes  No

For each set of qualifying works and/or qualifying long-term agreements please

complete one of the sheets of paper entitled ' **GROUNDS FOR SEEKING DISPENSATION** '

## 8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

Yes  No

If Yes, please give details

In 2009/2010, 2012, 2016 and 2020 the Applicant made dispensation applications when they entered into the Framework Agreement which is the subject of this application. Copies of the Tribunal's decisions relating to these applications - LON/00BJ/LOC/2009/0021, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0081 LON/00BJ/LDC/2016/0051 -LON/00AH/LVT/2020/0001

## 9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.  Yes  No

**Note:** Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

## 10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.  Fast Track  Standard Track

Is there any special reason for urgency in this case?  Yes  No

If Yes, please explain how urgent it is and why:

The contracts, which are the subject of this Application, must be renewed by 1 October 2024. The Application must be determined as soon as possible to allow the Council to place the contracts in time.

In view of the number of leaseholders the Council requests a period of no less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Council's website providers to make the necessary arrangements and for all of the letters to be printed and posted.

### Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

## 11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

N/A

## 12. VENUE REQUIREMENTS



Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

NONE

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

### 13. CHECKLIST

**Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:**

A copy of the lease(s).

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

#### **EITHER**

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

#### **OR**

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

**DO NOT send cash under any circumstances. Cash payment will not be accepted.**

**Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.**

#### **Help with Fees**

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at [www.gov.uk/help-with-court-fees](http://www.gov.uk/help-with-court-fees) or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at [www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees](http://www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees) or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

The 'Apply for help with fees' form will not be copied to other parties

## 14. STATEMENT OF TRUTH

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed:

*John Scarborough*

Dated: 14 June 2024

## GROUND FOR SEEKING DISPENSATION

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The Applicant is seeking further dispensation from the consultation requirements of Section 20 of the Landlord and Tenant Act 1985 which apply to the procurement of energy contracts for gas and electricity. The Council is already part of a Framework Agreement to supply gas and electricity. The gas and electricity contracts are due to be renewed in October 2024 and the dispensations already given by the Tribunal in June 2009, June 2010, August 2012, August 2016 and July 2020 would need to be extended to allow the same to continue. The Applicant will continue to be a partner in the Framework Agreement which has been developed by Local Authority South East Region (LASER). In its latest determination (LON/00AH/LVT/2020/0001) the FTT concluded that it was not practical to require the Applicant to strictly comply with the consultation requirements and that the framework represented sufficient value to service users to make dispensation reasonable.

2. Describe the consultation that has been carried out or is proposed to be carried out.

As with previous dispensation applications, the Applicant will endeavour to address any questions or concerns raised by Respondents within the FTT process and will continue to respond thereafter as part of its tenant engagement processes in any event.

3. Explain why you seek dispensation of all or any of the consultation requirements.

The Applicant seeks a total dispensation of the consultation requirements imposed by Section 20 of the Landlord and Tenant Act 1985 (as amended). Given that the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only.

In order to obtain the best electricity and gas prices for its residents, the Applicant needs to be able to act within three hours. In the circumstances, it is impracticable and impossible for the Applicant to comply with the consultation requirements imposed by the Act, which would have the perverse effect of preventing residents from getting the best possible deal for energy supply.

Please see the attached Witness Statement of herein.

## ANNEX: Addresses of Tribunal Regional Offices

### NORTHERN REGION

HM Courts & Tribunals Service

**Telephone:** 01612 379491

**Fax:** 01264 785 128

First-tier Tribunal (Property Chamber) Residential  
Property, 1<sup>st</sup> Floor, Piccadilly Exchange,  
Piccadilly Plaza, Manchester M1 4AH

**Email address:** [RPNorthern@justice.gov.uk](mailto:RPNorthern@justice.gov.uk)

**This office covers the following Metropolitan districts:** Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

**It also covers the following unitary authorities:** Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

**It also covers the following Counties:** Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

### MIDLAND REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Centre City Tower, 5-7 Hill Street,  
Birmingham, B5 4UU

**Telephone:** 0121 600 7888

**Fax:** 01264 785 122

**Email address:** [RPMidland@justice.gov.uk](mailto:RPMidland@justice.gov.uk)

**This office covers the following Metropolitan districts:** Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

**It also covers the following unitary authorities:** Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

**It also covers the following Counties:** Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

### EASTERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Cambridge County Court, 197 East Road  
Cambridge, CB1 1BA

**Telephone:** 01223 841 524

**Fax:** 01264 785 129

**Email address:** [RPEastern@justice.gov.uk](mailto:RPEastern@justice.gov.uk)

DX 97650 Cambridge 3

**This office covers the following unitary authorities:** Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

**It also covers the following Counties:** Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

### SOUTHERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Havant Justice Centre, The Court House,  
Elmleigh Road, Havant, Hants, PO9 2AL

**Telephone:** 01243 779 394

**Fax:** 0870 7395 900

**Email address:** [RPSouthern@justice.gov.uk](mailto:RPSouthern@justice.gov.uk)

**This office covers the following unitary authorities:** Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

**It also covers the following Counties:** Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

## **LONDON REGION**

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, 10 Alfred Place, London WC1E 7LR

DX 134205 Tottenham Court Road 2

**This office covers all the London boroughs.**

**Telephone:** 020 7446 7700

**Fax:** 01264 785 060

**Email address:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>


To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.

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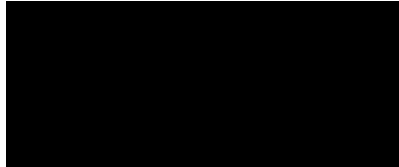
Land Registration Acts 1925 to 1971

London Borough of Wandsworth

Title Number: 404065 and 397406

Property: 

The following expressions shall have the following meanings ascribed to them and shall be deemed to be incorporated in and form part of the within written Lease

<u>Expression</u>	<u>Meaning</u>
"Date of the Lease"	26 <sup>th</sup> November 1985
"the Council"	THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH of Town Hall London SW18 2PU
"the Lessee"	
"Plan No. 1"	the Plan No. 1 annexed hereto
"Plan No. 2"	the Plan No. 2 annexed hereto
"Block"	the block or blocks of flats together

with the entrance ways and common parts shown edged in blue on Plan No. 1



"Estate" the Block together with the gardens and other communal areas and blocks of flats and houses shown edged in black on Plan No. 1

"Act" the Housing Act 1957 ~~or 1980~~

"Discount" the discount of £11,100 allowed to the Lessee on the grant of this Lease under the provisions of [Section 104] ~~Section 104~~ of the Act

"Purchase Price" £ 25,900 (Twenty five thousand nine hundred pounds)

"Statutory Power of Sale" [Section 104] ~~Section 104~~ of the Acts

"Flat" ALL THAT the Flat shown edged in red on Plan No. 2 known as   
 and being on the 2nd floor of the Block including for the purpose of obligation as well as grant:-

(i) the interior part of the window frames and the glass in the windows

of the Flat and the interior of the front door and door frame of the Flat (subject to the Council's duty to maintain the same as provided in paragraphs 2 and 3 of the Fourth Schedule hereto)

(ii) the interior faces of such part of the external or internal walls floors and ceilings as bound the Flat or the rooms therein and the interior non-structural walls of the Flat

(iii) all the drains channels watercourses gas and water pipes electric cables wires and supply lines and other conduction media in under upon or installed in or affixed to and exclusively serving the Flat

(iv) the Council's fixtures and fittings sanitary apparatus and appurtenances installed in or fixed to the Flat EXCEPT AND RESERVING from the Flat the exterior of the front door and door frame of the Flat and the main structural parts of the Block including the roof foundations and any part or parts of the Block lying above or below the aforementioned faces of



the ceilings or the floor  
and the external and common  
thereof

XXXXXX

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XXXXXXXXXX

"Fourth Schedule  
Percentage"

3.44 %

"Fifth Schedule  
Percentage"

0.70 %

"Discount Expiry Date"

25<sup>TH</sup> NOVEMBER 1990

"Service Charge"

the contributions referred to  
Clauses 3 and 5 and the Fourth  
Fifth Schedules hereto

velv  
XXXX  
XXXX  
XXXX  
XXXX  
XXXX  
XX

"Certificate of Value

Consideration"

£30,000

"the Facilities"

[(a) car park]

(if available)

[(b) children's playground]

[(c) communal gardens]

[(d) communal clubroom]

[(e) laundry]

[(f) driving rooms]

[(g) refuse facilities]

CONTENTS OF LEASE

Arbitration	Clause 5 (iii)
Certificate of Value	Clause 6
Councils Covenants:	
enforcement of covenants in other	
Leases	Clauses 4(e) and 4(f)
grant of leases of other flats on	
similar terms	Clauses 4(c) and 4(d)
quiet enjoyment	Clause 4(a)
repair structure	Clauses 4(b) and 4th and 5th Schedules
Demise	Clause 1
Easements	Clause 1 and First Schedule
Insurance	Clause 4(b) and Fourth Schedule
Lessees covenants:-	
abatement of nuisance	Clause 3(k)
covenants affecting freehold	Clause 3(n)
covenants for benefit of other lessees	Clause 5(ix)
discount	Recital 4 Clauses 3(m) and 5(iv) and Sixth Schedule
floor covering	Clause 3(q)
notices, affecting Flat	Clause 3(e)
assignment	Clauses 3(f)
Section 146	Clauses 3(d)
not to hinder access to Block	Clause 3(o)
install aerial	Clause 3(p)
keep combustibles	Clause 3(l)
make structural alterations	Clause 3(c)

pay rates	Clause 3(a)
permit viewing	Clause 3(g)
remedy defects	Clause 3(j)
repair	Clause 3(i)
restrictions and regulations	Clauses 2 and 5(viii) and 3rd Schedule
yield up	Clause 3(h)
Re-entry	Clause 5(i)
Rent	Clause 1
Reservations out of Lease	Clause 1 and 2nd Schedule
Service Charge	Clauses 3(b) 4(g) 5(v) 5(vi) and 4th and 5th Schedules
Variation of Services	Clause 5(x)

These notes are intended as a guide only and do not constitute part of the Lease

THIS LEASE is made on the date of the Lease BETWEEN THE COUNCIL and THE LESSEE

WHEREAS:

1. The Council is registered/<sup>or entitled to be registered</sup> at H.M. Land Registry as proprietor with Absolute Title of the freehold of the Estate Under the Title Number referred to above
2. The other flats in the Block and on the Estate are let by the Council to tenants of the Council in pursuance of the Council's obligations as a housing authority and the Council has:-
  - (i) in the case of the other flats in the Block either previously sold the same by granting leases thereof or will in cases where it agrees or is required hereafter to sell the same only do so by granting leases thereof and in these cases the leases are or shall be (respectively) in substantially the same form as this lease or as near the same form so far as the circumstances may admit or require containing the restructions and regulations set out in Parts I and II of the Third Schedule hereto and the other restrictions regulations covenants and conditions as hereinafter set out to the intent that any lessee for the time being of any flat in the Block may be able to enforce the observance of all of the said restrictions regulations covenants and conditions by the lessees or occupiers for the time being of the other flats in the Block and to the intent that any lessee for the time being of any flat in the Block may be able to enforce the observance of the restrictions and regulations set out in Part II of the Third Schedule hereto and the restrictions regulations covenants and conditions relating to the use maintenance and enjoyment of the Estate by the lessees or occupiers for the time being of the other flats on the Estate

(ii) in the case of the flats on the Estate either previously sold the same by way of granting leases thereof or will in cases where it agrees or is required hereafter to sell the same only do so by granting leases thereof and in these cases the leases are or shall be (respectively) in substantially the same or as near the same form as the circumstances may admit or require containing inter alia the restrictions and regulations set out in Part II of the Third Schedule hereto and other restrictions and regulations covenants and conditions relating to the use maintenance and enjoyment of the Estate to the intent that any lessee for the time being of any flat on the Estate may be able to enforce the observance of the restrictions and regulations set out in Part II of the Third Schedule hereto and the said restrictions regulations covenants and conditions by the lessees or occupiers of the flats on the Estate and in the Block and the Council has agreed that at any time before the grant of a lease of a flat in the Block or on the Estate has been completed or otherwise the Council retains or has possession or the right to possession of a flat in the Block or on the Estate the Council shall assume all the responsibilities and obligations of a lessee as if the Council was the lessee of such flat in the Block or on the Estate

3. The Council has agreed with the Lessee for the grant to the Lessee of a lease of the Flat for the consideration and on the terms and conditions hereinafter appearing

4. The Council has allowed to the Lessee the Discount

NOW THIS DEED WITNESSETH as follows:-

1. IN PURSUANCE of the said agreement and in consideration of the Purchase Price paid to the Council by the Lessee (the receipt whereof the Council hereby acknowledges) and of the covenants hereinafter contained and on the part of the Lessee to be performed and observed

THE COUNCIL pursuant to the Statutory Power of Sale HEREBY DEMISES unto THE LESSEE ALL THAT the Flat TOGETHER with the easements rights and privileges mentioned in the First Schedule hereto EXCEPT AND RESERVING as mentioned in the Second Schedule hereto TO HOLD the same unto the Lessee for the term of 125 years from the date hereof YIELDING AND PAYING therefor the yearly rent of a peppercorn (if demanded)

2. WITH THE OBJECT AND INTENT and so as to bind the Flat into whosoever hands the same may come and for the benefit of the Estate and every part thereof THE LESSEE HEREBY COVENANTS with the Council and with the Lessees and occupants of the other flats in the Block that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions and regulations set forth in Part I and Part II of the Third Schedule hereto and such other restrictions and regulations as the Council may from time to time impose in writing and with the Council and with the Lessees and occupiers of the other flats on the Estate that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions set forth in Part II of the Third Schedule hereto and such other restrictions and regulations as the Council may from time to time impose in writing

3. THE LESSEE HEREBY COVENANTS with the Council and as separate covenants severally with the lessees of the other flats in the Block as follows:

(a) To pay all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Flat or the owner or occupier thereof and in the event of any such matters being assessed charged or imposed in respect of premises of which the Flat forms part to pay the proper proportion of them attributable to the Flat

(b) Subject to the provisions of Clause 5 to pay the Fourth Schedule percentage of the costs expenses and outgoings of the Council in complying with its obligations contained in the Fourth Schedule hereto and the Fifth Schedule percentage of the costs expenses and outgoings of the Council in complying with its obligations contained in the Fifth Schedule hereto

(c) Not to make any structural alterations or structural additions to the Flat nor to remove any of the Landlord's fixtures and fittings without the previous consent in writing of the Council such consent not to be unreasonably withheld and to pay the Council's reasonable costs in connection with any licence issued in connection with this sub-clause

(d) To pay all costs charges and expenses (including solicitors costs and surveyors' fees) reasonably incurred by the Council for the purpose of or incidental to the preparation and service of a notice under section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

(e) Forthwith after service upon the lessee of any notice affecting the Flat served by any competent authority (other than the Council) to deliver a true copy thereof to the Council and if so required by the Council to join the Council in making such representations to any such authority concerning such proposals as the Council may consider desirable and to join with the Council in any appeal against any order or direction affecting the Flat as the Council may consider desirable

(f) Within one calendar month after the date of any assignment mortgage legal charge or permitted underlease or other instrument effecting a devolution of title to this Lease or the Flat or any part thereof to give notice thereof to the Council's Solicitor for the



purpose of registration and for such registration to pay a fee of £10 to the Council's Solicitor for the time being in respect of each notice of such document or instrument so given

(g) To permit the Council by its agents officers servants workmen and others at all reasonable times in the day to enter upon the Flat upon giving prior notice in writing to examine the state and condition thereof

(h) At the expiration or sooner determination of the said term quietly to yield up to the Council the Flat together with any additions and improvements and all fixtures of every kind in the Flat except tenants fixtures

(i) To keep the Flat in good and tenantable repair and condition and to make good all damage occasioned whether to the Flat or to any other part of the Block caused by a stopping up bursting leakage or overflow of water or any other substance in or from the Flat or any part thereof

(j) Make good all defects decays and wants of repair of which notice in writing shall be given by the Council to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice

(k) To pay all reasonable costs charges and expenses incurred by the Council in abating a nuisance which may exist or emanate from the Flat and executing all such works as may be necessary for abating such nuisance and for complying with any notice served by a competent authority

(l) Not to store nor bring upon the Flat any articles whatsoever of a specially combustible or inflammable nature and not to do nor permit to be done in the Block or any part thereof any act or omission by reason of or in consequence of which any increased or extra premium may become payable or by virtue of which the insurance of the Block may

become void or voidable

(m) To pay on demand the amount specified in the Sixth Schedule hereto if there is a disposal as defined in the Sixth Schedule before the Discount Expiry Date but if there is more than one disposal then only on the first of them

(n) To observe and perform the restrictions covenants and stipulations mentioned in any of the Entries of the Charges Register of the Title above referred to so far as the same relate to the Flat and are still subsisting and capable of taking effect and to indemnify and keep indemnified the Council from and against all actions claims costs and demands arising from any future breach or non-observance thereof

(o) Not to do nor suffer to be done anything which might hinder or prevent free access with or without vehicles to the entrance of the Block and not to obstruct any passages footpaths or common parts of the Estate

(p) Not to erect nor cause nor permit to be erected upon any exterior part of the Block any apparatus for receiving wireless telegraphic or other signals and not to cause nor permit any such apparatus to project wholly or in part from the interior of the Flat

(q) To keep all the floors of the Flat including the passages thereof substantially covered with material suitable for substantially reducing the transmission of noise

4. THE COUNCIL HEREBY COVENANTS with the Lessee as follows:-

(a) That the Lessee paying the rents hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said term without any lawful interruption or

disburbance from or by the Council or any person or persons rightfully claiming under or in trust for it

(b) To carry out and effect its obligations under the Fourth and Fifth Schedules hereto

(c) To require every person to whom it shall hereafter grant a lease of a Flat in the Block and on the Estate to covenant with the Council to observe the restrictions and regulations set out in Part II of the Third Schedule hereto and other substantially the same restrictions regulations covenants and conditions as set out herein in so far as they relate to the use maintenance and enjoyment of the Estate and at any time before the lease of any flat in the Block or on the Estate has been executed or otherwise the Council retains or has possession or the right to possession of any flat in the Block or on the Estate (whether or not the same shall have been let to a Council tenant) to make such payments and observe and perform such obligations in respect of the Block and the Estate as a lessee thereof would be liable to perform and observe if such flat were so let in the form of this lease

(d) To require every person to whom they shall hereafter grant a lease of a flat in the Block to covenant with the Council to observe substantially the same restrictions regulations covenants and conditions as set out herein and at any time before the lease of any flat in the Block has been executed or otherwise the Council retains or has possession or the right to possession of any flat in the Block (whether or not the same shall have been let to a Council tenant) to make such payments and observe and perform such obligations in respect of such flat as a lessee thereof would be liable to observe and perform if such flat had been so let in the form of this lease

(e) If so required by the Lessee to enforce the restrictions regulations covenants and conditions on the part of the lessee of any

other flat in the Block on the Lessees' indemnifying the Council against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council may reasonably require

(f) If so required by the Lessee to enforce the covenants restrictions and regulations set out in Part II of the Third Schedule hereto and other restrictions regulations covenants and conditions on the part of the lessee of any flat on the Estate relating to the use maintenance and enjoyment of the Estate on the lessee indemnifying the Council against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council may reasonably require

(g) To implement the provisions of paragraph 15 16 and 17 of Part III of the Second Schedule to the Housing Act 1980 insofar as the collection of Service Charge is concerned

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED BETWEEN the parties hereto

(i) that if any covenant on the part of the Lessee herein contained shall not be performed or observed then in such case it shall be lawful for the Council at any time thereafter to re-enter upon the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein contained

(ii) that the expression "the Lessee" shall where the context so admits include his her or their successors in title and that where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally

(iii) that in the event of any disputes or differences arising

as between the Council and the Lessee as to their respective rights duties or obligations or as to any other matter or thing in anyway arising out of or connected with the subject matter of this Lease they shall be referred in accordance with the provisions of the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force to the determination of a single arbitrator to be agreed upon by the parties hereto or failing their agreement to a person nominated by the President for the time being of the Law Society of London

(iv) that the liability arising under the covenant in Clause 3 (m) hereof shall be a charge on the Flat in accordance with the Act

(v) that the payment of the Service Charge shall be subject to the following terms and conditions and for the purposes of this sub-clause the following expressions shall have the following meanings ascribed to them

<u>Expression</u>	<u>Meaning</u>
"Financial Year"	The period from the first day of April in one year to the thirty first day of March in the following year or such other annual period as the Council may in its absolute discretion from time to time determine
"Expenses Outgoings and Other Heads of Expenditure"	The expenses and outgoings disbursed incurred or made as a result of the Council's obligations under the provisions of Clause 4 (b) hereof and more particularly described in the Fourth and Fifth Schedules hereto and also such reasonable part of these

expenses and outgoings which are of a periodically recurring nature (whether or not recurring by regular periods) whenever disbursed incurred or made including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council or their Agents may in their absolute discretion allocate to the Financial Year in question as being both fair and reasonable in the circumstances

"Certificate"

A certificate signed by a person who is either a member of the Chartered Institute of Public Finance and Accountancy or the Institute of Chartered Accountants and who is duly authorised to sign the Certificate by the Council certifying the amount of the Service Charge for the Financial Year to which it relates containing a fair summary and details of the Expenses Outgoings and other Heads of Expenditure for that Financial Year specifying under which Schedule hereof the Council purports to recharge each item which makes up the Expenses Outgoings and Other Heads of Expenditure

"Estimated Charge"

An estimate of the amount of the Expenses Outgoings and other Heads of Expenditure for the Financial Year in question which the Council or their Agents may in their absolute discretion determine as being a fair and reasonable projection for that Financial Year

(a) The Certificate shall be conclusive evidence for the purposes hereof of the matters which it purports to certify

(b) On the first day of October next following the date of this lease the Council shall send to the Lessee a written statement setting out therein the amount of the Estimated Charge for the then current Financial Year and shall (if completion of this lease shall have occurred more than six months before that date) send also to the Lessee the Certificate for the Financial Year during which completion of this lease takes place with the Service Charge apportioned for the period from the date of this lease to the end of that Financial Year and the Council shall on each succeeding first day of October send to the Lessee a written statement setting out therein the amount of the Estimated Charge for the then current Financial Year together with the Certificate for the preceding Financial Year

(c) The Certificate shall give credit for the amount of the Estimated Charge in respect of the Financial Year to which the Certificate refers which may have been previously paid by the Lessee and if the amount of this Estimated Charge shall exceed the amount referred to in the Certificate then due credit for the amount by which it so exceeds shall be given to the lessee in respect of the Estimated Charge for the following Financial Year contained in the written statement referred to in (b) above and the Lessee shall pay to the

Council the amount of the Estimated Charge as contained in the written statement together with the amount shown in the Certificate as being due (if any) within 14 days of receipt by the Lessee of the Certificate and the written statement

(d) If the Lessee shall not have paid to the Council any sums of money due under Clause 3 within 14 days of the same having been demanded then the Council shall be entitled to charge interest thereon at the rate of 6% above the Base Rate for the time being of Barclays Bank PLC until the sum of money shall actually be paid to the Council and this interest shall then become due and payable by the Lessee forthwith

(e) If in the reasonable opinion of the Council it should become equitable to do so by virtue of any of the flats in the Block or on the Estate ceasing to exist then the Council shall be entitled to recalculate the percentage contributions appropriate to the flats in the Block or on the Estate (as appropriate) including the Flat on an equitable basis and shall notify the Lessee in writing accordingly and in that event then from the date of that notice the new percentage so notified shall be substituted for the figure or figures referred to in Clause 3 hereof and all references herein to the percentage of the Service Charge payable by the Lessee shall be construed as references to that new percentage PROVIDED THAT the Council shall take into account any insurance monies received in respect of any insurance against loss of Service Charge when considering whether to vary the percentages hereunder

(vi) (a) If the whole or any part of the Flat is destroyed or damaged by fire or other risks covered by the Council's insurance of the Block so as to be unfit for residential occupation then (unless the insurance monies are irrecoverable by reason of any act or omission of



the Lessee) the Service Charge payable under this Lease or a fair proportion of it according to the nature of the destruction or damage sustained shall cease to be payable until the Flat or the part of the Flat which was destroyed or damaged is again fit for use such abatement to be in full satisfaction of all claims for damage by the Lessee against the Council arising out of such destruction or damage

(b) Any dispute as to the amount of any abatement under this sub-clause shall be referred to a person appointed by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert and not as an arbitrator

(vii) Nothing herein contained and no consent given hereunder shall be deemed to be a consent or approval of the Council in any capacity other than as landlord of the Flat.

(viii) The Council may at any time or times during the term hereby granted in the interest of good estate management impose such reasonable additional restrictions and regulations of general application relating to the Block or the Estate generally as they may in their absolute discretion think fit in addition to or in place of the restrictions and regulations set out in the Third Schedule hereto and the said additional restrictions and regulations shall take effect from the date that written notice of the same shall be served upon the lessee by the Council

(ix) That it is the intention and the Lessee accepts the grant of this lease upon the express understanding that each lessee of a flat in the Block or on the Estate is to have the benefit of the restrictions regulations covenants and conditions binding on all other lessees of flats in the Block or the Estate whether such flats were let before or after the date of the lease to any such lessee by the Council

(x) That nothing in this Lease shall prevent the Council:-

(i) removing from or adding to the area comprised in the Estate

(ii) terminating varying amending or altering any of the services or facilities which may from time to time be available to residents on the Estate

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the Certificate of Value Consideration

IN WITNESS whereof the Council has set its Common Seal and the Lessee has hereunto set his hand and Seal the day and year first before written

THE FIRST SCHEDULE

Easements rights and privileges included in the Lease

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night and for all purposes in connection with the use and enjoyment of the Flat to go pass and repass over and along the forecourt and through and along the main entrances of the Block and the Estate and the passages landings staircases and lifts (if any) leading to the Flat
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Block
3. The free and uninterrupted passage and running of water soil gas electricity or other piped fuel from and to the Flat through the drains watercourses cables pipes wires or other conduction media which now are or may at any time hereafter be in under or passing through the Estate or any part thereof
4. The right to the use and maintenance of cables or other installations for the supply of electricity for telephone or for the

receipt directly or by landline of visual or other wireless transmissions which are now or may at any time hereafter be in under or passing through the Estate or any part thereof

5. The right for the Lessee with servants workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter into and upon other parts of the Estate for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires in place thereof causing as little disturbance as possible and making good any damage so caused

6. The right for the Lessee with servants workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter into and upon other parts of the Block for the purpose of repairing maintaining renewing altering or rebuilding the Flat or any part of the Block giving subjacent or lateral support shelter or protection to the Flat

7. The benefit of the restrictions contained in the leases of the other flats comprised in the Estate granted or to be granted

8. The right to the access of light and air to the Flat

9. The right to the use of the Facilities

#### THE SECOND SCHEDULE

There is reserved out of this lease to the Council and to the owners and occupiers of the other flats in the Block and on the Estate

1. To the owners and occupiers of the other flats comprised in the Block easements rights and privileges over along and through the Flat equivalent to those set forth in paragraphs 2 and 6 of the First

Schedule to this Lease

2. To the owners and occupiers of the other dwellings comprised in the Estate easements rights and privileges over along and through the Flat equivalent to those set forth in paragraphs 3 4 and 5 of the First Schedule to this Lease

3. Power for the Council their lessees and their surveyors or agents with or without workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter upon the Flat for the purposes of carrying out all their covenants conditions and obligations under the terms of the leases of their respective flats

THE THIRD SCHEDULE

Part 1

Restrictions imposed in respect of the Flat

as part of the Block

1. Not to use the Flat nor permit the same to be used for any purpose other than as a private dwellinghouse in the occupation of the Lessee or of his family only
2. Not to use the Flat nor permit the same to be used for any purpose from which a nuisance can arise to the owners and occupiers of the other flats comprised in the Block or for any illegal or immoral purpose
3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Flat
4. Not to play any gramophone wireless loudspeaker or mechanical or other musical instrument of any kind nor to practice any singing in the Flat so as to cause annoyance to the owners and occupiers of the other

flats comprised in the Block

5. Not to keep any animal in the Flat without the written consent of the Council which consent may be revoked at the reasonable discretion of the Council
6. To clean the stairways passageways balconies and other areas in the vicinity of the Flat used in common with the owners and occupiers of other flats in the Block if and so often as they may be directed in writing so to do by the Council
7. Not to store nor permit to be stored in the Flat any quantities of inflammable materials liquids gasses or other harmful noxious or offensive substances other than may be reasonably required for domestic use
8. Not to obstruct nor permit to be obstructed any of the entrances halls stairways passages balconies lifts or fire escapes used in common with the owners or occupiers of any of the dwellings in the Block
9. If the Flat has a balcony or roof garden not to place any excessive weight on the balcony or roof garden so as to cause damage to the structure of the Block and not to allow any water to percolate from the balcony or roof garden to any parts of the Block underneath
10. Not to alter the external appearance of the Flat in any way
11. If the Flat has a Garden to use it only for the purposes of a garden and to keep the same in a neat and tidy condition free from weeds
12. If the Flat has a Store Area to use it only for storage purposes but not to use the same for the storage of noxious or offensive substances
13. If the Flat has a Bin Store to use it only for keeping household refuse in one closed receptacle
14. If the Flat has a Garage to use it only for the purpose of

parking therein a private vehicle

Part II

Restrictions imposed in respect of the Flat

as part of the Estate

15. Not to use the Flat nor permit the same to be used for any purpose from which a nuisance can arise to the owners and occupiers of the other dwellings comprised in the Estate

16. Not to park any vehicle on any part of the Estate other than a private motor or similar sized vehicle except on a parking area approved by the Council and not to obstruct nor permit to be obstructed any of the common access ways roadways on the Estate

17. To use the common amenity areas on the Estate for the purposes of recreation only

THE FOURTH SCHEDULE

Council's Obligations in respect of the Block

1. To insure and keep insured the Block against loss or damage by fire and such other risks as are usually covered by a comprehensive policy of insurance in the full reinstatement value thereof (including Architects and Surveyors fees) in the name of the Council with the interest of the Lessee the lessees of the other flats in the Block and their mortgagees noted thereon in an insurance office of repute and whenever required produce to the Lessee a copy of or a suitable extract from the policy or policies of such insurance and written confirmation that the last premium has been paid and in the event of any part of the Block (including any common parts) being destroyed or damaged by fire or other calamity as soon as reasonably practicable lay out the insurance monies in the repair rebuilding or reinstatement of the Block

2. Subject to the terms of paragraph 6 of the Third Schedule hereto at all times during the term well and substantially to repair cleanse uphold support and maintain the exterior of the Block and the communal television aerials entry phone systems fences walls and the entrance ways paths lifts staircases main walls party walls roof foundations and all structural parts thereof respectively including but without prejudice to the generality of the foregoing all those parts used in common with lessees of other flats in the Block and all drains watercourses sewers pipes water pipes gas pipes electric wiring gutters down pipes and other conduction media belonging thereto respectively with all necessary reparations and amendments whatsoever and to light the passages landings lifts balconies staircases and other communal parts of the Block

3. To repair cleanse and maintain the exterior of the windows window frames window sashes and the glass therein to the Flat and as often as may be necessary to replace the whole or part of the window window frame window sashes and window furniture (as appropriate)

4. As often as may reasonably be required to paint with two coats of good quality paint suitable for outside use and to decorate all the outside wood iron and other parts of the Block which are usually or ought to be painted or decorated and also to decorate those parts of the interior of the Block which are used in common with the lessees or occupiers of the other flats together with the front door of the Flat in a workmanlike manner

5. To do such things as the Council may decide are necessary to ensure the efficient maintenance administration or security of the Block including but without prejudice to the generality of the

foregoing installing entryphone systems employing caretakers porters and other staff and providing for pensions annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependents and providing accommodation for the use of staff employed by the Council to carry out its obligations under this Schedule and to repair maintain and decorate any such accommodation and to pay any outgoings in respect thereof

THE FIFTH SCHEDULE

Council's Obligations in respect of the Estate

1. To repair cleanse and maintain the landscaped areas driveways car parking spaces and play areas used in common with the owners and occupiers of the other dwellings on the Estate
2. To provide throughout the term such other facilities and services that were available to the Lessee at the date hereof including where appropriate but without prejudice to the generality of the foregoing insofar as they are available caretaking services lighting of the common parts of the Estate the provision of laundry rooms drying rooms and tenants clubrooms and to carry out any necessary maintenance thereto
3. To do such things as the Council may decide are necessary to ensure the efficient maintenance administration or security of the Estate including but without prejudice to the generality of the foregoing employing staff and providing for pensions annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependents and providing accommodation for the use of staff employed by the Council to carry out its obligations under this Schedule and to repair maintain and decorate any such accommodation and to pay any outgoings in respect thereof



THE SIXTH SCHEDULE

Discount

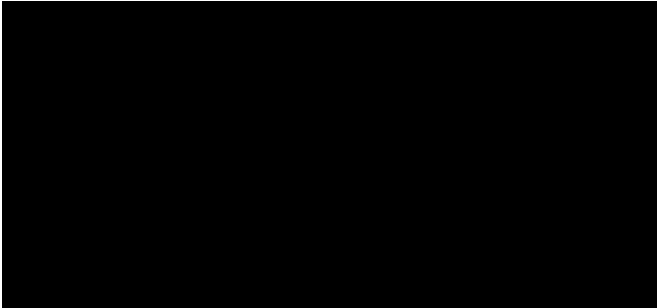
1. The amount payable under Clause 3 (m) hereof shall be an amount equal to the Discount reduced by twenty per cent of the Discount for each complete year which elapses from the date hereof

2. A disposal shall mean any transfer or grant of an underlease for more than twenty-one years otherwise than at a rack rent and not being this Schedule and to repair maintain and decorate any such accommodation and to pay any outgoings in respect thereof

~~THE COMMON SEAL OF THE MAYOR AND~~ )  
~~BURGESSES OF THE LONDON BOROUGH~~ )  
~~OF HANDBORN~~ )  
~~Witnessed~~ )

~~Director of Administration~~

SIGNED SEALED AND DELIVERED by )  
the Lessee in the presence of:- )



THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF WANDSWORTH

-to-



Lease of



Term: 125 years from the  
date hereof

Rent: A peppercorn together with  
insurance rent

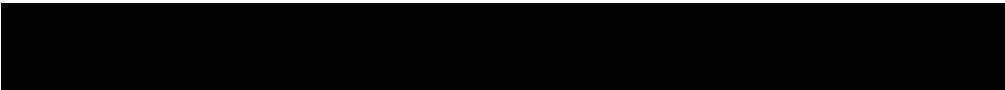
T4

H.M. LAND REGISTRY

Land Registration Acts 1925 to 1971

London Borough of Wandsworth

Title Number: SGL 143699

Property: 

The following expressions shall have the following meanings ascribed to them and shall be deemed to be incorporated in and form part of the within written Lease

Expression

Meaning

"Date of the Lease"

11<sup>th</sup> July 1988

"the Council"

THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF WANDSWORTH of Town Hall  
London SW18 2PU

"the Lessee"



"Plan No. 1"

the Plan No. 1 annexed hereto

"Plan No. 2"

the Plan No. 2 annexed hereto

"Block"

the block or blocks of flats together

with the entrance ways and common parts shown edged in blue on Plan No.1.

"Estate" the Block together with the gardens and other communal areas and blocks of flats and houses shown edged in black on Plan No. 1

"First Act" the Housing Act 1985

"Second Act" the Housing and Planning Act 1986

"Discount" the discount of £32,000 allowed to the Lessee on the grant of this Lease under the provisions of Section 129 of the Act

"Purchase Price" £13,800

"Statutory Power of Sale" Section 118 of the First Act

"Flat" ALL THAT the Flat shown edged in red on Plan No. 2 known as [REDACTED] and being on the second/third floor of the Block including for the purpose of obligation as well as grant:-

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(i) the interior part of the window frames and the glass in the windows of the Flat and the interior of the front door and door frame of the Flat (subject to the Council's duty to maintain the same as provided in paragraphs 2 and 3 of the Fourth Schedule hereto)

(ii) the interior faces of such part of the external or internal walls floors and ceilings as bound the Flat or the rooms therein and the interior non-structural walls of the Flat

(iii) all the drains channels watercourses gas and water pipes electric cables wires and supply lines and other conduction media in under upon or installed in or affixed to and exclusively serving the Flat

(iv) the Council's fixtures and fittings sanitary apparatus and appurtenances installed in or fixed to the Flat EXCEPT AND RESERVING from the Flat the exterior of the front door and door frame of the Flat and the main structural parts of the Block including the roof foundations and any

part or parts of the Block lying above or below the aforementioned faces of the ceilings or the floor respectively and the external and common parts thereof

"Initial Period" the period defined for payment of itemised estimates in respect of repairs and improvements as defined by Section 4 of the Second Act

"Fourth Schedule  
Percentage" 4.49%

Fifth Schedule  
Percentage" 0.03%

"Discount Expiry Date" 1991

"Service Charge" the contributions referred to in Clauses 3 and 5 and the Fourth and Fifth Schedules hereto

"Certificate of Value  
Consideration" £30,000

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"the Facilities"  
(if available)

- (a) car park
- (b) children's playground
- (c) communal gardens
- (d) communal clubroom
- (e) laundry
- (f) drying rooms
- (g) refuse facilities

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th and

CONTENTS OF LEASE

Arbitration	Clause 5 (iii)
Certificate of Value	Clause 6
Councils Covenants:	
enforcement of covenants in other Leases	Clauses 4(e) and 4(f)
grant of leases of other flats on similar terms	Clauses 4(c) and 4(d)
quiet enjoyment	Clause 4(a)
repair structure	Clauses 4(b) and 4th and 5th Schedules
Demise	Clause 1
Easements	Clause 1 and First Schedule
Insurance	Clause 4(b) and Fourth Schedule
Lessees covenants:-	
abatement of nuisance	Clause 3(k)
covenants affecting freehold	Clause 3(n)
covenants for benefit of other lessees	Clause 5(ix)
discount	Recital 4 Clauses 3(m) and 5(iv) and Sixth Schedule
floor covering	Clause 3(q)
notices, affecting Flat	Clause 3(e)
assignment	Clause 3(f)
Section 146	Clause 3(d)
not to hinder access to Block	Clause 3(o)
install aerial	Clause 3(p)
keep combustibles	Clause 3(l)
make structural alterations	Clause 3(c)



pay rates	Clause 3(a)
permit viewing	Clause 3(g)
remedy defects	Clause 3(j)
repair	Clause 3(i)
restrictions and regulations	Clauses 2 and 5(viii) and 3rd Schedule
yield up	Clause 3(h)
Re-entry	Clause 5(i)
Rent	Clause 1
Reservations out of Lease	Clause 1 and 2nd Schedule
Service Charge	Clauses 3(b) 4(g) 5(v) 5(vi) and 4th and 5th Schedules
Variation of Services	Clause 5(x)

These notes are intended as a guide only and do not constitute part of the Lease.

THIS LEASE is made on the date of the Lease BETWEEN THE COUNCIL and THE LESSEE

WHEREAS:

1. The Council is registered at H.M. Land Registry as proprietor with Absolute Title of the freehold of the Estate Under the Title Number referred to above
2. The other flats in the Block and on the Estate are let by the Council to tenants of the Council in pursuance of the Council's obligations as a housing authority and the Council has:-
  - (i) in the case of the other flats in the Block either previously sold the same by granting leases thereof or will in cases where it agrees or is required hereafter to sell the same only do so by granting leases thereof and in these cases the leases are or shall be (respectively) in substantially the same form as this lease or as near the same form so far as the circumstances may admit or require containing the restrictions and regulations set out in Parts I and II of the Third Schedule hereto and the other restrictions regulations covenants and conditions as hereinafter set out to the intent that any lessee for the time being of any flat in the Block may be able to enforce the observance of all of the said restrictions regulations covenants and conditions by the lessees or occupiers for the time being of the other flats in the Block and to the intent that any lessee for the time being of any flat in the Block may be able to enforce the observance of the restrictions and regulations set out in Part I of the Third Schedule hereto and the restrictions regulations covenants and conditions relating to the use maintenance and enjoyment of the Estate by the lessees or occupiers for the time being of the other flats on the Estate

(ii) in the case of the flats on the Estate either previously sold the same by way of granting leases thereof or will in cases where it agrees or is required hereafter to sell the same only do so by granting leases thereof and in these cases the leases are or shall be (respectively) in substantially the same or as near the same form as the circumstances may admit or require containing inter alia the restrictions and regulations set out in Part II of the Third Schedule hereto and other restrictions and regulations covenants and conditions relating to the use maintenance and enjoyment of the Estate to the intent that any lessee for the time being of any flat on the Estate may be able to enforce the observance of the restrictions and regulations set out in Part II of the Third Schedule hereto and the said restrictions regulations covenants and conditions by the lessees or occupiers of the flats on the Estate and in the Block and the Council has agreed that at any time before the grant of a lease of a flat in the Block or on the Estate has been completed or otherwise the Council retains or has possession or the right to possession of any flat in the Block or on the Estate the Council shall assume all the responsibilities and obligations of a lessee as if the Council was the lessee of such flat in the Block or on the Estate

3. The Council has agreed with the Lessee for the grant to the Lessee of a lease of the Flat for the consideration and on the terms and conditions hereinafter appearing

4. The Council has allowed to the Lessee the Discount

NOW THIS DEED WITNESSETH as follows:-

1. IN PURSUANCE of the said agreement and in consideration of the Purchase Price paid to the Council by the Lessee (the receipt whereof the Council hereby acknowledges) and of the covenants hereinafter contained and on the part of the Lessee to be performed and observed

THE COUNCIL pursuant to the Statutory Power of Sale HEREBY DEMISES unto THE LESSEE ALL THAT the Flat TOGETHER with the easements rights and privileges mentioned in the First Schedule hereto EXCEPT AND RESERVING as mentioned in the Second Schedule hereto TO HOLD the same unto the Lessee for the term of 125 years from the date hereof YIELDING AND PAYING therefor the yearly rent of a peppercorn (if demanded)

2. WITH THE OBJECT AND INTENT and so as to bind the Flat into whosoever hands the same may come and for the benefit of the Estate and every part thereof THE LESSEE HEREBY COVENANTS with the Council and with the Lessees and occupants of the other flats in the Block that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions and regulations set forth in Part I of the Third Schedule hereto and such other restrictions and regulations as the Council may from time to time impose in writing and with the Council and with the Lessees and occupiers of the other flats on the Estate that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions set forth in Part II of the Third Schedule hereto and such other restrictions and regulations as the Council may from time to time impose in writing

3. THE LESSEE HEREBY COVENANTS with the Council and as separate covenants severally with the lessees of the other flats in the Block as follows:

(a) To pay all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Flat or the owner or occupier thereof and in the event of any such matters being assessed charged or imposed in respect of premises of which the Flat forms part to pay the proper proportion of them attributable to the Flat

(b) Subject to the provisions of Clause 5 to pay the Fourth Schedule percentage of the costs expenses and outgoings of the Council in complying with its obligations contained in the Fourth Schedule hereto and the Fifth Schedule percentage of the costs expenses and outgoings of the Council in complying with its obligations contained in the Fifth Schedule hereto

(c) Not to make any structural alterations or structural additions to the Flat nor to remove any of the Landlord's fixtures and fittings without the previous consent in writing of the Council such consent not to be unreasonably withheld and to pay the Council's reasonable costs in connection with any licence issued in connection with this sub-clause

(d) To pay all costs charges and expenses (including solicitors' costs and surveyors fees) reasonably incurred by the Council for the purpose of or incidental to the preparation and service of a notice under section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

(e) Forthwith after service upon the lessee of any notice affecting the Flat served by any competent authority (other than the Council) to deliver a true copy thereof to the Council and if so required by the Council to join the Council in making such representations to any such authority concerning such proposals as the Council may consider desirable and to join with the Council in any appeal against any order or direction affecting the Flat as the Council may consider desirable

(f) Within one calendar month after the date of any assignment mortgage legal charge or permitted underlease or other instrument effecting a devolution of title to this Lease or the Flat or any part thereof to give notice thereof to the Council's Solicitor for the

purpose of registration and for such registration to pay a fee of £10 to the Council's Solicitor for the time being in respect of each notice of such document or instrument so given

(g) To permit the Council by its agents officers servants workmen and others at all reasonable times in the day to enter upon the Flat upon giving prior notice in writing to examine the state and condition thereof

(h) At the expiration or sooner determination of the said term quietly to yield up to the Council the Flat together with any additions and improvements and all fixtures of every kind in the Flat except tenants fixtures

(i) To keep the Flat in good and tenantable repair and condition and to make good all damage occasioned whether to the Flat or to any other part of the Block caused by a stopping up bursting leakage or overflow of water or any other substance in or from the Flat or any part thereof

(j) To make good all defects decays and wants of repair of which notice in writing shall be given by the Council to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice

(k) To pay all reasonable costs charges and expenses incurred by the Council in abating a nuisance which may exist or emanate from the Flat and executing all such works as may be necessary for abating such nuisance and for complying with any notice served by a competent authority

(l) Not to store nor bring upon the Flat any articles whatsoever of a specially combustible or inflammable nature and not to do nor permit to be done in the Block or any part thereof any act or omission by reason of or in consequence of which any increased or extra premium may become payable or by virtue of which the insurance of the Block may

become void or voidable

(m) To pay on demand the amount specified in the Sixth Schedule hereto if there is a disposal as defined in the Sixth Schedule before the Discount Expiry Date but if there is more than one disposal then only on the first of them

(n) To observe and perform the restrictions covenants and stipulations mentioned in any of the Entries of the Charges Register of the Title above referred to so far as the same relate to the Flat and are still subsisting and capable of taking effect and to indemnify and keep indemnified the Council from and against all actions claims costs and demands arising from any future breach or non-observance thereof

(o) Not to do nor suffer to be done anything which might hinder or prevent free access with or without vehicles to the entrance of the Block and not to obstruct any passages footpaths or common parts of the Estate

(p) Not to erect nor cause nor permit to be erected upon any exterior part of the Block any apparatus for receiving wireless telegraphic or other signals and not to cause nor permit any such apparatus to project wholly or in part from the interior of the Flat

(q) To keep all the floors of the Flat including the passages thereof substantially covered with material suitable for substantially reducing the transmission of noise

4. THE COUNCIL HEREBY COVENANTS with the Lessee as follows:-

(a) That the Lessee paying the rents hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said term without any lawful interruption or

disturbance from or by the Council or any person or persons rightfully claiming under or in trust for it

(b) To carry out and effect its obligations under the Fourth and Fifth Schedules hereto

(c) To require every person to whom it shall hereafter grant a lease of a Flat on the Estate to covenant with the Council to observe the restrictions and regulations set out in Part II of the Third Schedule hereto and other substantially the same restrictions regulations covenants and conditions as set out herein in so far as they relate to the use maintenance and enjoyment of the Estate and at any time before the lease of any flat on the Estate has been executed or otherwise the Council retains or has possession or the right to possession of any flat on the Estate (whether or not the same shall have been let to a Council tenant) to make such payments and observe and perform such obligations in respect of the Estate as a lessee thereof would be liable to perform and observe if such flat were so let in the form of this lease

(d) To require every person to whom it shall hereafter grant a lease of a flat in the Block to covenant with the Council to observe substantially the same restrictions regulations covenants and conditions as set out herein and at any time before the lease of any flat in the Block has been executed or otherwise the Council retains or has possession or the right to possession of any flat in the Block (whether or not the same shall have been let to a Council tenant) to make such payments and observe and perform such obligations in respect of such flat as a lessee thereof would be liable to observe and perform if such flat had been so let in the form of this lease

(e) If so required by the Lessee to enforce the restrictions regulations covenants and conditions on the part of the lessee of any



other flat in the Block on the Lessees' indemnifying the Council against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council may reasonably require

(f) If so required by the Lessee to enforce the covenants restrictions and regulations set out in Part II of the Third Schedule hereto and other restrictions regulations covenants and conditions on the part of the lessee of any flat on the Estate relating to the use maintenance and enjoyment of the Estate on the lessee indemnifying the Council against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council may reasonably require

(g) To implement the provisions of paragraph 18 and 19 of Part III of the Sixth Schedule to the First Act (as amended by Section 4 of the Second Act) insofar as the collection of Service Charge is concerned

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED BETWEEN the parties hereto

(i) that if any covenant on the part of the Lessee herein contained shall not be performed or observed then in such case it shall be lawful for the Council at any time thereafter to re-enter upon the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein contained

(ii) that the expression "the Lessee" shall where the context so admits include his her or their successors in title and that where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally

(iii) that in the event of any disputes or differences arising

as between the Council and the Lessee as to their respective rights duties or obligations or as to any other matter or thing in anyway arising out of or connected with the subject matter of this Lease they shall be referred in accordance with the provisions of the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force to the determination of a single arbitrator to be agreed upon by the parties hereto or failing their agreement to a person nominated by the President for the time being of the Law Society of London

(iv) that the liability arising under the covenant in Clause 3 (m) hereof shall be a charge on the Flat in accordance with the First Act

(v) that the payment of the Service Charge shall be subject to the following terms and conditions and for the purposes of this sub-clause the following expressions shall have the following meanings ascribed to them

Expression  
"Financial Year"

Meaning  
The period from the first day of April in one year to the thirty first day of March in the following year or such other annual period as the Council may in its absolute discretion from time to time determine

"Expenses Outgoings and Other Heads of Expenditure"

The expenses and outgoings disbursed incurred or made as a result of the Council's obligations under the provisions of Clause 4 (b) hereof and more particularly described in the Fourth and Fifth Schedules hereto and

also such reasonable part of these expenses and outgoings which are of a periodically recurring nature (whether or not recurring by regular periods) whenever disbursed incurred or made including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council or its Agents may in its or absolute discretion allocate to the Financial Year in question as being both fair and reasonable in the circumstances

"Certificate"

A certificate signed by a person who is either a member of the Chartered Institute of Public Finance and Accountancy or the Institute of Chartered Accountants and who is duly authorised to sign the Certificate by the Council certifying the amount of the Service Charge for the Financial Year to which it relates containing a fair summary and details of the Expenses Outgoings and other Heads of Expenditure for that Financial Year specifying under which Schedule hereto the Council purports to recharge each item which makes up the Expenses Outgoings and Other Heads of Expenditure

"Estimated Charge"

(1) For the Initial Period of this demise the estimate will be an itemised sum (containing provision for an inflation allowance) as detailed in the Council's notice under Section 125 of the First Act of the amount payable in respect of repairs and improvements carried out by the Council in respect of its obligations under the Fourth Schedule hereafter and as defined in Section 4 of the Second Act (excluding the provision hereafter contained for reimbursement of the Council's cost of discharging its insurance obligation), and,

(2) For the remaining period of this demise the estimate will be the amount of the Expense Outgoings and other Heads of Expenditure for the Financial Year in question which the Council or its Agents may in its or their absolute discretion determine as being a fair and reasonable projection for the Financial Year

(a) The Certificate shall be conclusive evidence for the purposes hereof of the matters which it purports to certify

(b) On the first day of October next following the date of this ~~year~~ the Council shall send to the Lessee a written statement setting

out therein the amount of the Estimated Charge for the then current Financial Year and shall (if completion of this lease shall have occurred more than six months before that date) send also to the Lessee the Certificate for the Financial Year during which completion of this lease takes place with the Service Charge apportioned for the period from the date of this lease to the end of that Financial Year and the Council shall on each succeeding first day of October send to the Lessee a written statement setting out therein the amount of the Estimated Charge for the then current Financial Year together with the Certificate for the preceding Financial Year

(c) The Certificate shall give credit for the amount of the Estimated Charge in respect of the Financial Year to which the Certificate refers which may have been previously paid by the Lessee and if the amount of this Estimated Charge shall exceed the amount referred to in the Certificate then due credit for the amount by which it so exceeds shall be given to the lessee in respect of the Estimated Charge for the following Financial Year contained in the written statement referred to in (b) above and the Lessee shall pay to the Council the amount of the Estimated Charge as contained in the written statement together with the amount shown in the Certificate as being due (if any) within 14 days of receipt by the Lessee of the Certificate and the written statement

(d) If the Lessee shall not have paid to the Council any sums of money due under Clause 3 within 14 days of the same having been demanded then the Council shall be entitled to charge interest thereon at the rate of 6% above the Base Rate for the time being of Barclays Bank PLC until the sum of money shall actually be paid to the Council and this interest shall then become due and payable by the Lessee forthwith

(e) If in the reasonable opinion of the Council it should become equitable to do so by virtue of any of the flats in the Block or on the Estate ceasing to exist then the Council shall be entitled to recalculate the percentage contributions appropriate to the flats in the Block or on the Estate (as appropriate) including the Flat on an equitable basis and shall notify the Lessee in writing accordingly and in that event then from the date of that notice the new percentage so notified shall be substituted for the figure or figures referred to in Clause 3 hereof and all references herein to the percentage of the Service Charge payable by the Lessee shall be construed as references to that new percentage PROVIDED THAT the Council shall take into account any insurance monies received in respect of any insurance against loss of Service Charge when considering whether to vary the percentages hereunder

(vi) (a) If the whole or any part of the Flat is destroyed or damaged by fire or other risks covered by the Council's insurance of the Block so as to be unfit for residential occupation then (unless the insurance monies are irrecoverable by reason of any act or omission of the Lessee) the Service Charge payable under this Lease or a fair proportion of it according to the nature of the destruction or damage sustained shall cease to be payable until the Flat or the part of the Flat which was destroyed or damaged is again fit for use such abatement to be in full satisfaction of all claims for damage by the Lessee against the Council arising out of such destruction or damage

(b) Any dispute as to the amount of any abatement under this sub-clause shall be referred to a person appointed by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert and not as an arbitrator

(vii) Nothing herein contained and no consent given hereunder shall be deemed to be a consent or approval of the Council in any

capacity other than as landlord of the Flat

(viii) The Council may at any time or times during the term hereby granted in the interest of good estate management impose such reasonable additional restrictions and regulations of general application relating to the Block or the Estate generally as it may in their absolute discretion think fit in addition to or in place of the restrictions and regulations set out in the Third Schedule hereto and the said additional restrictions and regulations shall take effect from the date that written notice of the same shall be served upon the lessee by the Council

(ix) That it is the intention and the Lessee accepts the grant of this lease upon the express understanding that each lessee of a flat in the Block or on the Estate is to have the benefit of the restrictions regulations covenants and conditions binding on all other lessees of flats in the Block or the Estate whether such flats were let before or after the date of the lease to any such lessee by the Council

(x) That nothing in this Lease shall prevent the Council:-

- (i) removing from or adding to the area comprised in the Estate
- (ii) terminating varying amending or altering any of the services or facilities which may from time to time be available to residents on the Estate

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the Certificate of Value Consideration

IN WITNESS whereof the Council has set its Common Seal and the Lessee has hereunto set his hand and Seal the day and year first before written

THE FIRST SCHEDULE

Easements rights and privileges included in the Lease

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night and for all purposes in connection with the use and enjoyment of the Flat to go pass and repass over and along the forecourt and through and along the main entrances of the Block and the Estate and the passages landings staircases and lifts (if any) leading to the Flat

2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Block

3. The free and uninterrupted passage and running of water soil gas electricity or other piped fuel from and to the Flat through the drains watercourses cables pipes wires or other conduction media which now are or may at any time hereafter be in under or passing through the Estate or any part thereof

4. The right to the use and maintenance of cables or other installations for the supply of electricity for telephone or for the receipt directly or by landline of visual or other wireless transmissions which are now or may at any time hereafter be in under or passing through the Estate or any part thereof

5. The right for the Lessee with servants workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter into and upon other parts of the Estate for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires in place thereof causing as little disturbance as possible and making good any damage so caused



6. The right for the Lessee with servants workmen and others at a reasonable times on reasonable written notice (except in case of emergency) to enter into and upon other parts of the Block for the purpose of repairing maintaining renewing altering or rebuilding the Flat or any part of the Block giving subjacent or lateral support shelter or protection to the Flat

7. The benefit of the restrictions contained in the leases of the other flats comprised in the Estate granted or to be granted

8. The right to the access of light and air to the Flat

9. The right to the use of the Facilities

THE SECOND SCHEDULE

There is reserved out of this lease to the Council and to the owners and occupiers of the other flats in the Block

and on the Estate

1. To the owners and occupiers of the other flats comprised in the Block easements rights and privileges over along and through the Flat equivalent to those set forth in paragraphs 2 and 6 of the First Schedule to this Lease

2. To the owners and occupiers of the other dwellings comprised in the Estate easements rights and privileges over along and through the Flat equivalent to those set forth in paragraphs 3 4 and 5 of the First Schedule to this Lease

3. Power for the Council its lessees and their surveyors or agents with or without workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter upon the Flat for the purposes of carrying out all their covenants conditions and obligations under the terms of the leases of their respective flats

THE THIRD SCHEDULE

Part 1

Restrictions imposed in respect of the Flat  
as part of the Block

1. Not to use the Flat nor permit the same to be used for any purpose other than as a private dwellinghouse
2. Not to use the Flat nor permit the same to be used for any purpose from which a nuisance can arise to the owners and occupiers of the other flats comprised in the Block or for any illegal or immoral purpose
3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Flat
4. Not to play any gramophone wireless loudspeaker or mechanical or other musical instrument of any kind nor to practise any singing in the Flat so as to cause annoyance to the owners and occupiers of the other flats comprised in the Block
5. Not to keep any animal in the Flat without the written consent of the Council which consent may be revoked at the reasonable discretion of the Council
6. To clean the stairways passageways balconies and other areas in the vicinity of the Flat used in common with the owners and occupiers of other flats in the Block if and so often as he may be directed in writing so to do by the Council
7. Not to store nor permit to be stored in the Flat any quantities of inflammable materials liquids gases or other harmful noxious or offensive substances other than may be reasonably required for domestic use
8. Not to obstruct nor permit to be obstructed any of the entrances halls stairways passages balconies lifts or fire escapes used in common

with the owners or occupiers of any of the dwellings in the Block

9. If the Flat has a balcony or roof garden not to place any excessive weight on the balcony or roof garden so as to cause damage to the structure of the Block and not to allow any water to percolate

from the balcony or roof garden to any parts of the Block underneath

10. Not to alter the external appearance of the Flat in any way

11. If the Flat has a Garden to use it only for the purposes of a garden and to keep the same in a neat and tidy condition free from weeds

12. If the Flat has a Store Area to use it only for storage purposes but not to use the same for the storage of noxious or offensive substances

13. If the Flat has a Bin Store to use it only for keeping household refuse in one closed receptacle

14. If the Flat has a Garage to use it only for the purpose of parking therein a private vehicle

## Part II

### Restrictions imposed in respect of the Flat

#### as part of the Estate

15. Not to use the Flat nor permit the same to be used for any purpose from which a nuisance can arise to the owners and occupiers of the other dwellings comprised in the Estate

16. Not to park any vehicle on any part of the Estate other than a private motor or similar sized vehicle except on a parking area approved by the Council and not to obstruct nor permit to be obstructed any of the common access ways roadways on the Estate

17. To use the common amenity areas on the Estate for the purpose of recreation only

THE FOURTH SCHEDULE

Council's Obligations in respect of the Block

1. To insure and keep insured the Block against loss or damage by fire and such other risks as are usually covered by a comprehensive policy of insurance in the full reinstatement value thereof (including Architects and Surveyors fees) in the name of the Council with the interest of the Lessee the lessees of the other flats in the Block and their mortgagees noted thereon in an insurance office of repute and whenever required to produce to the Lessee a copy of or a suitable extract from the policy or policies of such insurance and written confirmation that the last premium has been paid and in the event of any part of the Block (including any common parts) being destroyed or damaged by fire or other calamity as soon as reasonably practicable to lay out the insurance monies in the repair rebuilding or reinstatement of the Block
2. Subject to the terms of paragraph 6 of the Third Schedule hereto at all times during the term well and substantially to repair cleanse uphold support and maintain the exterior of the Block and the communal television aerials entry phone systems fences walls and the entrance ways paths lifts staircases main walls party walls roof foundations and all structural parts thereof respectively including but without prejudice to the generality of the foregoing all those parts used in common with lessees of other flats in the Block and all drains watercourses sewers pipes water pipes gas pipes electric wiring gutters down pipes and other conduction media belonging thereto respectively with all necessary reparations and amendments whatsoever and to light the passages landings lifts balconies staircases and other communal parts of the Block
3. To repair and maintain the exterior of the windows window frames and window sashes to the Flat and as often as may be necessary to

replace the whole or part of the window frame window sashes and window furniture (as appropriate)

4. As often as may reasonably be required to paint with two coats of good quality paint suitable for outside use and to decorate all the outside wood iron and other parts of the Block which are usually or ought to be painted or decorated and also to decorate those parts of the interior of the Block which are used in common with the lessees or occupiers of the other flats together with the front door of the Flat in a workmanlike manner

5. To do such things as the Council may decide are necessary to ensure the efficient maintenance administration or security of the Block including but without prejudice to the generality of the foregoing installing entryphone systems employing caretakers porters and other staff and providing for pensions annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependents and providing accommodation for the use of staff employed by the Council to carry out its obligations under this Schedule and to repair maintain and decorate any such accommodation and to pay any outgoings in respect thereof

#### THE FIFTH SCHEDULE

##### Council's Obligations in respect of the Estate

1. To repair cleanse and maintain the landscaped areas driveways car parking spaces and play areas used in common with the owners and occupiers of the other dwellings on the Estate

2. To provide throughout the term such other facilities and services that were available to the Lessee at the date hereof including where appropriate but without prejudice to the generality of the foregoing insofar as they are available caretaking services lighting of the common parts of the Estate the provision of laundry rooms drying rooms and tenants clubrooms and to carry out any necessary maintenance thereto

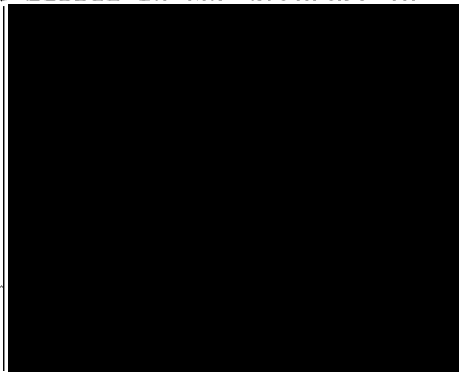
3. To do such things as the Council may decide are necessary to ensure the efficient maintenance administration and security of the Estate including but without prejudice to the generality of the foregoing employing staff and providing for pensions annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependents and providing accommodation for the use of staff employed by the Council to carry out its obligations under this Schedule and to repair maintain and decorate any such accommodation and to pay any outgoings in respect thereof

THE SIXTH SCHEDULE

Discount

1. The amount payable under Clause 3 (m) hereof shall be an amount equal to the Discount reduced by one third of the Discount for each complete year which elapses from the date hereof
2. A disposal shall mean any transfer or grant of an underlease for more than twenty-one years otherwise than at a rack rent and not being a mortgage term or any option enabling any person to call for such a disposal and not being an exempted disposal as defined in the First Act

SIGNED SEALED AND DELIVERED by )  
the Lessee in the presence of:- )



*Witnessed by*

DATED

11<sup>th</sup> July

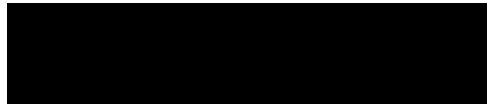
1988

THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF WANDSWORTH

-to-



Lease of:



Term: 125 years from the  
date hereof

Rent: A peppercorn together with  
insurance rent

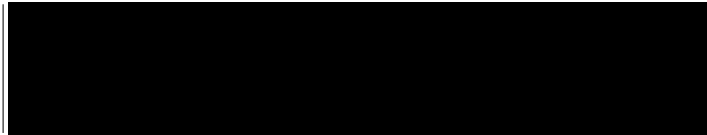


DATED

2nd October 2000

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF WANDSWORTH

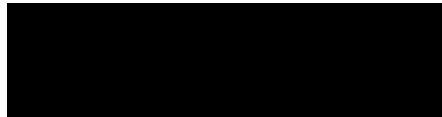
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C o u n t e r p a r t

L E A S E

relating to



\*\*\*\*\*

Gotelee & Goldsmith  
35 & 37 Elm Street Ipswich  
Suffolk IP1 2AY

(46860-02029-4)

[910\_120 - VTT]



H M LAND REGISTRY

Land Registration Acts 1925 to 1986

LEASE OF PART

LONDON BOROUGH OF WANDSWORTH

TITLE NUMBER: SGL105882

PROPERTY :

DATED:

2nd October 2000

PARTICULARS

LESSEE:

of -

PURCHASE PRICE:

SIXTY THREE THOUSAND POUNDS  
(£63000.00)

RENT:

One peppercorn

LOCATION:

Third Floor

FLAT:

ESTATE:

Ashburton

STATUTORY POWER OF SALE:

Section 32 Housing Act 1985

DISCOUNT:

£27000.00

DISCOUNT EXPIRY DATE:

The third anniversary of the date  
hereof

FOURTH SCHEDULE PERCENTAGE: 3.241%

FIFTH SCHEDULE PERCENTAGE: 0.081%

CERTIFICATE OF VALUE  
CONSIDERATION:

£250000.00

HEATING AGREEMENT:

Clause 6 shall not have effect

HEATING SUPPLY:

Not Applicable

INITIAL CHARGE FOR  
HEATING SUPPLY:

Not Applicable

- 1 -

The following expressions shall have the following meanings ascribed to them and shall be deemed to be incorporated in and form part of the within written Lease

Expression Meaning -

Expression	Meaning
"the Particulars"	The details hereinbefore appearing in the section so headed
"the Council"	THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH of Town Hall London SW18 2PU
"the Lessee"	The Lessee specified in the Particulars
"Plan No. 1"	the Plan No 1 annexed hereto
"Plan No. 2"	the Plan No 2 annexed hereto
"Block"	the block or blocks of flats together with the entrance ways and common parts shown edged in blue on Plan No 1
"Estate"	the Block together with the gardens roads not being public highways and other communal areas and blocks of flats and houses shown edged in black on Plan No 1
"Act"	the Housing Act 1985 (as amended)
"Discount"	the sum specified as such in the Particulars allowed to the Lessee on the grant of this Lease under the provisions of the Act
"Purchase Price"	the sum specified in the Particulars
"Statutory Power of Sale"	The Section of the Act specified in the Particulars

"The Heating Equipment" as defined in Clause 6 hereof

"Heating Supply" as defined in Clause 6 hereof

"Flat" The Flat shown edged in red on Plan No.2 and located on the Third Floor of the Block as specified in the Particulars including for the purpose of obligation as well as grant:-

(i) the interior part of the window frames and of the balcony or patio doors (if any) and the glass in the windows and in the balcony or patio doors (if any) of the Flat (subject to the Council's duty to maintain the same as provided in paragraph 3 of the Fourth Schedule hereto)

(ii) the front door internal doors internal door frames and internal staircases (if any) of the Flat

(iii) the interior non-structural walls of the Flat and the interior faces of the external walls and of the floors and ceilings within the Flat

(iv) all the drains channels watercourses gas and water pipes electric cables wires and supply lines and other conduction media in under upon or installed in or affixed to and exclusively serving the Flat

(v) the Council's fixtures and fittings sanitary apparatus and appurtenances installed in or fixed to

the Flat EXCEPT AND RESERVING from the Flat the Heating Equipment and any heating equipment of the Council serving other parts of the Estate (if any) and the main structural parts of the Block including the roof foundations and any part or parts of the Block lying above or below the afore-mentioned faces of the ceilings or the floors respectively and the external and common parts thereof

*JJ*  
*NT*

~~\*[TOGETHER WITH the land shown edged in green on Plan No 2 ("the Garden")]  
\*[AND TOGETHER WITH the land shown edged in brown on Plan No 2 ("the Store Area")]  
\*[AND ALSO TOGETHER WITH the land shown coloured brown on Plan No 2 ("the Bin Store")]  
\* [AND ALSO TOGETHER WITH the land shown coloured purple on Plan No 2 ("the Garage")]~~

"Initial Period"                      The period which would be the initial period as defined by paragraph 16B(4) of Schedule 6 to the Act if this Lease had been granted under Section 138 of the Act

"Service Charge"                      As defined in Clause 3(b) hereof

"Certificate of Value  
Consideration":                      As specified in the Particulars

"the Facilities"  
(if available)                      (a) car parking areas  
  (b) children's playground  
  (c) communal gardens  
  (d) communal clubroom  
  (e) laundry

- (f) drying rooms
  - (g) refuse facilities
  - (h) communal aerials
  - (i) store sheds
-

CONTENTS OF LEASE

COUNCIL'S COVENANTS:

enforcement of covenants in other Leases	Clauses 4(e) and 4(f)
grant of leases of other flats on similar terms	Clauses 4(c) and 4(d)
quiet enjoyment	Clause 4(a)
repair structure	Clauses 4(b) and Fourth and Fifth Schedules
Demise	Clause 1
Easements	Clause 2 and First Schedule
Heating	Clause 6
Insurance	Clause 4(b) and Fourth Schedule

LESSEES COVENANTS:

abatement of nuisance	Clause 3(k)
covenants affecting freehold	Clause 3(n)
covenants for benefit of other lessees	Clause 5(ix)
discount	Clauses 3(m) and 5(iv) Sixth Schedule
floor covering	Clause 3(q)

notices -

affecting Flat assignment	Clause 3(e)
Section 146	Clause 3(f)
access to Block	Clause 3(d)
install aerial	Clause 3(o)
keep combustibles	Clause 3(p)
make structural alterations	Clause 3(l)
pay rates	Clause 3(c)
permit viewing	Clause 3(a)
remedy defects	Clause 3(g)
repair	Clause 3(j)
restrictions and regulations	Clause 3(i)
yield up	Clauses 2 and 5(viii) and Third Schedule
Notice of Estimates	Clause 3(h)
Re-entry	Clause 5(i)
	Clause 5(ii)
Rent	Clause 1
Reservations out of Lease	Clause 1 and Second Schedule
Service Charge	Clauses 3(b) 5(i) 5(v) 5(vi) and Fourth and Fifth Schedules
Variation	Clause 5(x)

These notes are intended as a guide only and do not constitute part of the Lease-

W H E R E A S:

1. THE Council is registered at HM Land Registry as proprietor with Absolute Title of the freehold of the Estate under the Title Number referred to above-

2. THE other flats in the Block and on the Estate are let by the Council to tenants of the Council in pursuance of the Council's obligations as a housing authority and the Council has:-

- (i) in the case of the other flats in the Block either previously sold the same by granting leases thereof or will in cases where it agrees or is required hereafter to sell the same only do so by granting leases thereof and in these cases the leases are or shall be (respectively) in substantially the same form as this lease or as near the same form so far as the circumstances may admit or require containing the restrictions and regulations set out in Parts I and II of the Third Schedule hereto and the other restrictions regulations covenants and conditions as hereinafter set out to the intent that any lessee for the time being of any flat in the Block may be able to enforce the observance of all the said restrictions regulations covenants and conditions by the lessees or occupiers for the time being of the other flats in the Block and to the intent that any lessee for the time being of any flat in the Block may be able to enforce the observance of the restrictions and regulations set out in Part II of the Third Schedule hereto and the restrictions regulations covenants and conditions relating to the use maintenance and enjoyment of the Estate by the lessees or occupiers for the time being of the other flats on the Estate-



(ii) in the case of the flats on the Estate (other than those in the Block) either previously sold the same by way of granting leases thereof or will in cases where it agrees or is required hereafter to sell the same only do so by granting leases thereof and in these cases the leases are or shall be (respectively) in substantially the same or as near the same form as the circumstances may admit or require containing inter alia the restrictions and regulations set out in Part II of the Third Schedule hereto and other restrictions and regulations covenants and conditions relating to the use maintenance and enjoyment of the Estate to the intent that any lessee for the time being of any flat on the Estate may be able to enforce the observance of the restrictions and regulations set out in Part II of the Third Schedule hereto and the said restrictions regulations covenants and conditions by the lessees or occupiers of the flats on the Estate and in the Block

and the Council has agreed that at any time before the grant of a lease of a flat in the Block or on the Estate has been completed or otherwise during which the Council retains or has possession or the right to possession of any flat in the Block or on the Estate the Council shall assume all the responsibilities and obligations of a lessee as if the Council was the lessee of such flat in the Block or on the Estate-

3. THE Council has agreed with the Lessee for the grant to the Lessee of a lease of the Flat for the consideration and on the terms and conditions hereinafter appearing-

NOW THIS DEED WITNESSETH as follows:-

1. IN PURSUANCE of the said agreement and in consideration of the Purchase Price paid to the Council by the Lessee (the

receipt whereof the Council hereby acknowledges) and of the covenants hereinafter contained and on the part of the Lessee to be performed and observed THE COUNCIL pursuant to the Statutory Power of Sale HEREBY DEMISES with Full Title Guarantee unto THE LESSEE ALL THAT the Flat TOGETHER with the easements rights and privileges mentioned in the First Schedule hereto EXCEPT AND RESERVING as mentioned in the Second Schedule hereto TO HOLD the same unto the Lessee for the term of 125 years from the date hereof YIELDING AND PAYING therefor the yearly rent of a peppercorn (if demanded) -

2. WITH THE OBJECT AND INTENT and so as to bind the Flat into whosoever hands the same may come and for the benefit of the Estate and every part thereof THE LESSEE HEREBY COVENANTS with the Council and with the Lessees and occupants of the other flats in the Block that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions and regulations set forth in Part I and Part II of the Third Schedule hereto and such other restrictions and regulations as the Council may from time to time impose in writing and with the Council and with the Lessees and occupiers of the other flats on the Estate that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions set forth in Part II of the Third Schedule hereto and such other restrictions and regulations as the Council may from time to time impose in writing -

3. THE LESSEE HEREBY COVENANTS with the Council and as separate covenants severally with the lessees of the other flats in the Block as follows:

(a) To pay to the Council or to such person as the Council shall direct in writing all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Flat or the owner or occupier thereof and in the event of any such matters being assessed charged or imposed in respect of premises of which the Flat forms part to pay the proper proportion of them

attributable to the Flat-

- (b) Subject to the provisions of Clause 5 to pay a service charge ("Service Charge") consisting of:
- (i) the Fourth Schedule percentage of the costs expenses and outgoings of the Council from the date of the Notice of Estimates given by the Council in complying with its obligations under paragraphs 2, 3, 4 and 5 of the Fourth Schedule hereto and
  - (ii) the Fourth Schedule percentage of the costs expenses and outgoings of the Council from the date hereof in complying with its obligations under paragraph 1 of the Fourth Schedule hereto
  - (iii) The Fifth Schedule percentage of the costs expenses and outgoings of the Council from the date of the Notice of Estimates in complying with its obligations under the Fifth Schedule hereto
- (c) Not to make any structural alterations or structural additions to the Flat nor to remove any of the Landlord's fixtures and fittings-
- (d) To pay all costs charges and expenses (including solicitors' costs and surveyors' fees) reasonably incurred by the Council for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court-
- (e) Forthwith after service upon the Lessee of any notice affecting the Flat served by any competent authority (other than the Council) to deliver a true copy thereof to the Council and if so required by the Council to join the Council in making such representations to any such authority concerning such proposals as the Council may consider desirable and to join with the Council in any appeal against any order or direction affecting the Flat as the Council may consider desirable-
- (f) Within one calendar month after the date of any assignment mortgage legal charge or permitted underlease

or other instrument effecting a devolution of title to this Lease or the Flat or any part thereof to give notice thereof to the Council's Solicitor for the purpose of registration and for such registration to pay the Council's Solicitor's reasonable charges in respect of each notice of such document or instrument so given such charges being not less than £30 for each such notice-

(g) To permit the Council by its agents officers servants workmen and others at all reasonable times in the day to enter upon the Flat upon giving prior notice in writing to examine the state and condition thereof-

(h) At the expiration or sooner determination of the said term quietly to yield up to the Council the Flat together with any additions and improvements and all fixtures of every kind in the Flat except tenants fixtures-

(i) To keep the Flat in good and tenantable repair and condition and to make good all damage occasioned whether to the Flat or to any other part of the Block caused by a stopping up bursting leakage or overflow of water or any other substance in or from the Flat or any part thereof-

(j) To make good all defects decays and wants of repair of which notice in writing shall be given by the Council to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice-

(k) To pay all reasonable costs charges and expenses incurred by the Council in abating a nuisance which may exist or emanate from the Flat and executing all such works as may be necessary for abating such nuisance and for complying with any notice served by a competent authority-

(l) Not to store nor bring upon the Flat or into the Block any articles whatsoever of a specially combustible or inflammable nature and not to do nor permit to be done in the Block or any part thereof any act or omission by reason of or in consequence of which any increased or

extra premium may become payable or by virtue of which the insurance of the Block may become void or voidable-

- (m) To pay on demand the amount specified in the Sixth Schedule hereto if there is a disposal as defined in the Sixth Schedule before the Discount Expiry Date but if there is more than one disposal then only on the first of them-
- (n) To observe and perform the restrictions covenants and stipulations mentioned in any of the Entries of the Charges Register of the Title above referred to so far as the same relate to the Flat and are still subsisting and capable of taking effect and to indemnify and keep indemnified the Council from and against all actions claims costs and demands arising from any future breach or non-observance thereof-
- (o) Not to do nor suffer to be done anything which might hinder or prevent free access with or without vehicles to the entrance of the Block and not to obstruct any passages footpaths or common parts of the Estate-
- (p) Not to erect nor cause nor permit to be erected upon any exterior part of the Block any satellite dish or other apparatus for receiving wireless telegraphic or other signals and not to cause nor permit any such apparatus to project wholly or in part from the interior of the Flat-
- (q) To keep all the floors of the Flat including the passages thereof substantially covered with material suitable for substantially reducing the transmission of noise-
- (r) To permit the Council its lessees and its or their surveyors or duly authorised agents with or without workmen to enter upon the Flat in exercise of the rights contained in the Second Schedule hereto the person entering making good all damage occasioned thereby-
- (s) (i) The Lessee confirms that he intends to occupy the Flat as his only or principal home from the

date hereof-

- (ii) The Lessee shall repay to the Council on demand an amount equal to the Discount in the event that the Lessee (not having made a disposal as defined in paragraph 2 of the Sixth Schedule hereto) ceases to occupy the Flat as his only or principal home at any time before the Discount Expiry Date-

4. THE COUNCIL HEREBY COVENANTS with the Lessee as follows:-

- (a) That the Lessee paying the rents hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said term without any lawful interruption or disturbance from or by the Council or any person or persons rightfully claiming under or in trust for it-
- (b) To carry out and effect its obligations under the Fourth and Fifth Schedules hereto-
- (c) To require every person to whom it shall hereafter grant a lease of a Flat in the Block or on the Estate to covenant with the Council to observe the restrictions and regulations set out in Part II of the Third Schedule hereto and other substantially the same restrictions regulations covenants and conditions as those set out herein insofar as they relate to the use maintenance and enjoyment of the Estate and at any time before the lease of any flat in the Block or on the Estate has been executed or otherwise during which the Council retains or has possession or the right to possession of any flat in the Block or on the Estate (whether or not the same shall have been let to a Council tenant) to make such payments and observe and perform such obligations in respect of the Block and the Estate as a lessee thereof would be liable to perform and observe if such flat were so let in the form of this lease-
- (d) To require every person to whom they shall hereafter

grant a lease of a flat in the Block to covenant with the Council to observe substantially the same restrictions regulations covenants and conditions as set out herein and at any time before the lease of any flat in the Block has been executed or otherwise during which the Council retains or has possession or the right to possession of any flat in the Block (whether or not the same shall have been let to a Council tenant) to make such payments and observe and perform such obligations in respect of such flat as a lessee thereof would be able to observe and perform if such flat had been so let in the form of this lease-

- (e) If so required by the Lessee to enforce the restrictions regulations covenants and conditions on the part of the lessee of any other flat in the Block on the Lessee's indemnifying the Council against all reasonable costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council may reasonably require-
- (f) If so required by the Lessee to enforce the covenants restrictions and regulations set out in Part II of the Third Schedule hereto and other restrictions regulations covenants and conditions on the part of the lessee of any flat on the Estate relating to the use maintenance and enjoyment of the Estate on the lessee indemnifying the Council against all reasonable costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council may reasonably require-

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED BETWEEN the parties hereto -

- (i) (a) Prior to the date hereof the Council has served upon the Lessee a notice headed "Notice of Estimates Service Charges and Improvement Contributions - Flats and Maisonettes" containing inter alia certain estimates in respect of service charges ("Notice of Estimates")-
- (b) For the purposes of determining the Lessee's

liability to pay Service Charge during the Initial Period the said Notice of Estimates shall have effect as if it had been a notice served under Section 125 of the Act and as if this Lease had been a lease granted under Section 138 of the Act-

(ii) that if the covenants on the part of the Lessee herein contained shall not be performed or observed then in such case it shall be lawful for the Council at any time thereafter to re-enter upon the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein contained-

(iii) (a) that the expression "the Council" shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term granted by this lease-

(b) that the expression "the Lessee" shall where the context so admits include his her or their successors in title and that where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally-

(iv) that the liability arising under the covenant in Clause 3(m) hereof shall be a charge on the Flat in accordance with the Act-

(v) that the payment of the Service Charge shall be subject to the following terms and conditions and for the purposes of this sub-clause the following expressions shall have the following meanings ascribed to them-

Expression	Meaning
------------	---------



"Financial Year"

The period from the first day of April in one year to the thirty first day of March in the following year or such other annual period as the Council may in its absolute discretion from time to time determine-

"Expenses Outgoings and Other Heads of Expenditure"

The expenses and outgoings disbursed incurred or made as a result of the Council's obligations under the provisions of Clause 4(b) hereof and more particularly described in the Fourth and Fifth Schedules hereto and also such reasonable part of these expenses and outgoings which are of a periodically recurring nature (whether or not recurring by regular periods) whenever disbursed incurred or made including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council or their Agents may in their absolute discretion allocate to the Financial Year in question as being both fair and reasonable in the circumstances-

"Certificate"

A certificate signed by a person who is either a member of the Chartered Institute of Public Finance and Accountancy or the Institute of Chartered Accountants and who is duly authorised to sign the Certificate by the Council certifying the amount of the Service Charge for the Financial Year to which it relates containing a fair summary and details of the Expenses Outgoings and Other Heads of Expenditure for that Financial Year specifying under which Schedule hereto the Council purports to recharge each item which makes up the Expenses Outgoings and Other Heads of Expenditure

"Estimated Charge"

An estimate of the amount of the Expenses Outgoings and Other Heads of Expenditure for the Financial Year in question which the Council or their Agents may in their absolute discretion determine as being a fair and reasonable projection for that Financial Year-

- (a) The Certificate shall be conclusive evidence for the purposes hereof of the matters which it

purports to certify-

(b) On the first day of October next following the date of this lease the Council shall send to the Lessee a written statement setting out therein the amount of the Estimated Charge for the then current Financial Year and shall (if the Council's Notice of Estimates was given more than six months before that date) send also to the Lessee the Certificate for the Financial Year during which the said Notice of Estimates was given with the Service Charge apportioned for the period from the date on which the Notice of Estimates was given to the end of that Financial Year and the Council shall on each succeeding first day of October send to the Lessee a written statement setting out therein the amount of the Estimated Charge for the then current Financial Year together with the Certificate for the preceding Financial Year-

(c) The Certificate shall give credit for the amount of the Estimated Charge in respect of the Financial Year to which the Certificate refers which may have been previously paid by the Lessee and if the amount of this Estimated Charge shall exceed the amount referred to in the Certificate then due credit for the amount by which it so exceeds shall be given to the Lessee in respect of the Estimated Charge for the following Financial Year contained in the written statement referred to in (b) above and the Lessee shall pay to the Council the amount of the Estimated Charge as contained in the written statement together with the amount shown in the Certificate as being due (if any) within fourteen days of receipt by the Lessee of the Certificate and the written statement-

(d) If the Lessee shall not have paid to the Council any sums of money due under Clause 3 and/or Clause 6 within fourteen days of the same

having been demanded then the Council shall be entitled to charge interest thereon at the rate of 6% above the Base Rate for the time being of Barclays Bank PLC from the date of demand until the sum of money shall actually be paid to the Council and this interest shall then become due and payable by the Lessee forthwith-

- (e) If in the reasonable opinion of the Council it should become equitable to do so by virtue of any of the flats in the Block or on the Estate ceasing to exist or additional flats coming into existence then the Council shall be entitled to recalculate the percentage contributions appropriate to the flats in the Block or on the Estate (as appropriate) including the Flat on an equitable basis and shall notify the Lessee in writing accordingly and in that event then from the date of that notice the new percentage so notified shall be substituted for the figure or figures referred to in Clause 3 hereof and all references herein to the percentage of the Service Charge payable by the Lessee shall be construed as references to that new percentage PROVIDED THAT the Council shall take into account any insurance monies received in respect of any insurance against loss of Service Charge when considering whether to vary the percentages hereunder-

- (vi) (a) If the whole or any part of the Flat is destroyed or damaged by fire or other risks covered by the Council's insurance of the Block so as to be unfit for residential occupation then (unless the insurance monies are irrecoverable by reason of any act or omission of the Lessee) the Service Charge payable under this Lease or a fair proportion of it according to the nature of the destruction or damage sustained shall cease to be payable until the Flat or

the part of the Flat which was destroyed or damaged is again fit for use such abatement to be in full satisfaction of all claims for damage by the Lessee against the Council arising out of such destruction or damage-

(b) Any dispute as to the amount of any abatement under this sub-clause shall be referred to a person appointed by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert and not as an arbitrator-

(vii) Nothing herein contained and no consent given hereunder shall be deemed to be a consent or approval of the Council in any capacity other than as landlord of the Flat-

(viii) The Council may at any time or times during the term hereby granted in the interest of good estate management impose such reasonable additional restrictions and regulations of general application relating to the Block or the Estate generally as they may in their absolute discretion think fit in addition to or in place of the restrictions and regulations set out in the Third Schedule hereto and the said additional restrictions and regulations shall take effect from the date that written notice of the same shall be served upon the lessee by the Council-

(ix) That it is the intention and the Lessee accepts the grant of this lease upon the express understanding that each lessee of a flat in the Block or on the Estate is to have the benefit of the restrictions regulations covenants and conditions binding on all other lessees of flats in the Block or the Estate whether such flats were let before or after the date of the Lease to any such lessee by the Council-

(x) That nothing in this Lease shall prevent the Council:-

(i) removing from or adding to the area comprised in

the Estate-

- (ii) removing terminating varying amending or altering the Facilities or any other areas services or facilities which may from time to time be available to residents on the Estate-
- (iii) removing adding or altering the position of any estate roads on the Estate-

6. IT IS HEREBY AGREED BETWEEN THE PARTIES:

(1) This clause shall not have effect unless it is stated in the Particulars that this clause shall have effect-

(2)(a) (i) In this clause the term "Heating Supply" shall mean either:

(aa) a good sufficient and constant supply of hot water to the Flat; or

(bb) adequate space heating to the Flat between 1st October and 1st April in each year (or such other dates as shall be exclusively determined by the Council at its sole discretion, or-

(cc) both (aa) and (bb) above as specified in the Particulars-

(ii) In this clause the term "Heating Equipment" shall mean the pipes wires cables thermostats conduits radiators valves taps conductive media and other equipment and apparatus (including those parts inside the Flat) and the boilers and boiler houses (if appropriate) installed by the Council for the purpose of providing a Heating Supply to the Flat-

(b) In pursuance of the statutory powers conferred on the Council the Council will provide (subject as hereinafter provided) and the Lessee will accept from the date hereof a Heating Supply on the terms and conditions as set out in this clause-

(c) The Lessee hereby covenants to pay to the Council the charges for the Heating Supply which shall initially be the sum specified in the Particulars and which shall be payable by the Lessee in advance weekly every Monday

PROVIDED THAT this charge may be increased or decreased to a figure specified in a written notice given by the Council to the Lessee one month prior to the date on which the increase or decrease shall take effect-

(d) The Lessee hereby covenants with the Council:-

(i) to ensure that there is no waste of the Heating Supply whether due to the act neglect or default of the Lessee or his servants agents contractors or otherwise-

(ii) to comply with all Acts of Parliament and rules orders regulations and byelaws whether made or enacted by the Council or by the National Rivers Authority or by the relevant water undertaker or sewerage undertaker and whether governing the supply of water or heat or preventing the waste undue consumption misuse or contamination of water-

(iii) not to interfere with the Heating Equipment or any part or parts thereof-

(e) The Lessee acknowledges that the Heating Supply may be cut off interrupted or suspended by the Council in the event of:

(i) mechanical breakdown-

(ii) failure of the supply of fuel-

(iii) failure of the water undertaker in supplying water required for the transmission or distribution of heat-

(iv) any interruption to the Heating Equipment from drought frost or otherwise-

(v) any repairs or alterations being made to the Heating Equipment-

(vi) any interference by the Lessee with the Heating Equipment-

(vii) any other cause (whether ejusdem generis or not) beyond the control of the Council-

(f) The times of day and the temperature and pressure at which the system providing the Heating Supply is operated shall be at the sole discretion of the Council and the Council may vary such times of day and

temperature and pressure or any of them from time to time without individual notice to the Lessee-

- (g) The Council shall not be responsible for any damage or loss which the Lessee may sustain directly or indirectly by reason of any cutting off interruption or suspension of the Heating Supply or any excess or deficiency of pressure or temperature or any breakdown of or accident to or failure of the Heating Equipment or by reason of any repairs being carried out thereto or by reason of any act or default of any servant or agent of the Council the Lessee or his servants or agents or any third party-
- (h) The Heating Equipment (which shall at all times be and remain the property of the Council) shall be fixed and maintained by the Council at the sole risk of the Lessee. The Lessee shall not remove alter or in any way interfere with the same or any part or parts thereof and shall keep the Council indemnified against all claims for or in respect of any injury suffered in the Flat or any neighbouring or adjoining premises the Council making good all damage occasioned thereby-
- (i) Without prejudice to the Council's other rights or remedies in the event of a breach of this clause by the Lessee, the obligations of the parties under this Clause shall remain in full force and effect until such time as they are terminated:
  - (a) forthwith by notice by the Council following any breach by the Lessee of the provisions of this Clause or this lease; or
  - (b) upon the Council giving to the Lessee one month's written notice at any time-
- (j) Without prejudice to any of the Council's other rights or remedies at law or at equity in the event of breach by the Lessee of this lease, if the obligations of the parties under this clause are terminated the Lessee shall forthwith pay to the Council the charges due for the Heating Supply provided up to the date of such termination and shall on demand notwithstanding the

termination pay to the Council all costs incurred by the Council in making good any damage caused by the Lessee to the Heating Equipment-

7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the Certificate of Value Consideration- TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000)

I N W I T N E S S whereof the Council has set its Common Seal and the Lessee has hereunto set his hand the day and year first before written-

THE FIRST SCHEDULE

Easements, rights and privileges included in the Lease

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night and for all purposes in connection with the use and enjoyment of the Flat to go pass and repass over and along the forecourt and through and along the main entrances of the Block and the Estate and the passages landings staircases and lifts (if any) leading to the Flat including those areas (if any) edged in blue on Plan No 2-
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Block-
3. The free and uninterrupted passage and running of water soil gas electricity or other piped fuel from and to the Flat through the drains watercourses cables pipes wires or other conduction media which now are or may at any time hereafter be in under or passing through the Estate or any part thereof-



4. The right to the use and maintenance of cables or other installations for the supply of electricity for telephone or for the receipt directly or by landline of visual or other wireless transmissions which are now or may at any time hereafter be in under or passing through the Estate or any part thereof-
5. The right for the Lessee with servants workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter into and upon other parts of the Estate for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires in place thereof causing as little disturbance as possible and making good any damage so caused-
6. The right for the Lessee with servants workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter into and upon other parts of the Block for the purpose of repairing maintaining renewing ~~re~~ altering or rebuilding the Flat or any part of the Block giving subjacent or lateral support shelter or protection to the Flat-
7. The benefit of the restrictions contained in the leases of the other flats comprised in the Estate granted or to be granted-
8. The right to the access of light and air to the Flat-
9. The right to the use of such of the Facilities (if any) as are from time to time made available by the Council to the Lessee-
10. A right of way at all times over such of the roads forming part of the Estate giving access to the

Flat as are made available from time to time by the Council to the Lessee-

THE SECOND SCHEDULE

There is reserved out of this lease to the Council and to the owners and occupiers of the other flats in the Block and on the Estate:-

1. To the owners and occupiers of the other flats comprised in the Block easements rights and privileges over along and through the Flat equivalent to those set forth in paragraphs 2 and 6 of the First Schedule to this Lease-
2. To the owners and occupiers of the other dwellings comprised in the Estate easements rights and privileges over along and through the Flat equivalent to those set forth in paragraphs 3 4 and 5 of the First Schedule to this Lease-
3. Full right and liberty for the Council their lessees and their surveyors or agents with or without workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter upon the Flat for the purposes of carrying out all their covenants conditions and obligations under the terms hereof or of the leases of their respective flats-

THE THIRD SCHEDULE

PART 1

Restrictions imposed in respect of the Flat as part of the Block

1. Not to use the Flat nor permit the same to be used for any purpose other than as a private dwellinghouse-
2. At all times before the Discount Expiry Date to use the Flat as a single private dwellinghouse in the occupation of a single family and for no other purpose-

3. (a) Not to use the Flat for any illegal or immoral purpose
- (b) Not to commit nor suffer to be committed in the Flat or in other areas which comprise part of the Block or the Estate any acts or omissions which cause or could cause a nuisance, annoyance, inconvenience or disturbance to other owners and occupiers of other flats in the Block or on the Estate or which amount to racial, religious, ethnic, cultural, sexual or other form of harassment of such other owners and occupiers-

"Harassment" includes but is not limited to:-

- (a) violence or threat of violence towards any person;
- (b) abusive or insulting words or behaviour;
- (c) damage or threats of damage to property belonging to another person including damage to any part of a person's home;
- (d) writing threatening, abusive or insulting graffiti;
- (e) any act or omission calculated to interfere with the peace, or comfort of any other person or to inconvenience such person-

4. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Flat-

5. Not to play any gramophone wireless loudspeaker or mechanical or other musical instrument of any kind nor to practice any singing in the Flat so as to cause annoyance to the owners and occupiers of the other flats in the Block-

6. Not to keep any animal in the Flat without the written consent of the Council which consent may be revoked at the reasonable discretion of the Council-

7. To clean the stairways passageways balconies and other areas in the vicinity of the Flat used in common with the owners and occupiers of other flats in the Block if and so often as they may be directed in writing so to do by the Council-

8. (a) Not to bring into the flat or into the block liquid petroleum gas or use or keep or permit to be used or kept in the flat or in the block liquid petroleum gas other than in disposable cylinders (including aerosols) which comply with the current British Standard for disposable cylinders and which have a maximum capacity of one litre and in any event limited to such number of cylinders as is reasonably required for domestic use-

(b) Not to store nor permit to be stored in the Flat or on the Estate any quantities of inflammable materials liquids gases or other harmful noxious or offensive substances other than may be reasonably required for domestic use-

9. Not to obstruct nor permit to be obstructed any of the entrances halls stairways passages balconies rubbish chutes lifts or fire escapes used in common with the owners or occupiers of any of the dwellings in the Block-

10. If the Flat has a balcony or roof garden not to place any excessive weight on the balcony or roof garden so as to cause damage to the structure of the Block and not to allow any water to percolate from the balcony or roof garden to any parts of the Block underneath-

11. Not to alter the external appearance of the Flat in any way-

12. Not to erect any security grille over or across the front door or any other external door of the Flat without the prior written consent of the Council-

13. If the Flat has a Garden to use it only for the purposes of a garden and to keep the same in a neat and tidy condition free from weeds-
14. If the Flat has a Store Area to use it only for storage purposes but not to use the same for the storage of noxious or offensive substances-
15. If the Flat has a Bin Store to use it only for keeping household refuse in one closed receptacle-
16. If the Flat has a Garage to use it only for the purpose of parking therein a private vehicle-

#### PART II

#### Restrictions imposed in respect of the Flat as part of the Estate

17. Not to use the Flat nor permit the same to be used for any purpose from which a nuisance can arise to the owners and occupiers of the other dwellings comprised in the Estate-
18. Not to park any vehicle on any part of the Estate other than a private motorcar or similar sized vehicle except on a parking area approved by the Council and not to obstruct nor permit to be obstructed any of the common access ways or roadways on the estate-
19. To use the common amenity areas on the Estate for the purposes of recreation only-

#### THE FOURTH SCHEDULE

#### Council's Obligations in respect of the Block

1. To insure and keep insured the Block against loss or damage by fire and such other risks as are usually covered by a comprehensive policy of insurance in the full reinstatement value thereof (including Architects and Surveyors fees) in the name of the Council with the interest of the Lessee the lessees of the other flats in

the Block and their mortgagees noted thereon in an insurance office of repute and whenever required to produce to the Lessee a copy of or a suitable extract from the policy or policies of such insurance and written confirmation that the last premium has been paid and in the event of any part of the Block (including any common parts) being destroyed or damaged by fire or other insured risk as soon as reasonably practicable lay out the insurance monies in the repair rebuilding or reinstatement of the Block-

2. Subject to the terms of paragraph 7 of the Third Schedule hereto at all times during the term well and substantially to repair cleanse uphold support and maintain the exterior of the Block and the communal television aerials door entry systems fences walls and the entrance ways paths lifts staircases main walls party walls roof foundations and all structural parts thereof respectively including but without prejudice to the generality of the foregoing all those parts used in common with lessees of other flats in the Block and all drains watercourses sewers pipes water pipes gas pipes electric wiring gutters down pipes and other conduction media belonging thereto respectively with all necessary reparations and amendments whatsoever and to light the passages landings lifts balconies staircases and other communal parts of the Block-

3. To repair and maintain the exterior of the window frames window sashes and balcony or patio doors and of the frames thereof (if any) of the Flat and as often as may be necessary to replace the whole or part of the window frames window sashes window furniture and balcony or patio doors and frames and furniture thereof (if any)-

4. As often as may reasonably be required to paint with two coats of good quality paint suitable for outside use and to decorate all the outside wood iron

other parts of the Block which are usually or ought to be painted or decorated and also to decorate those parts of the interior of the Block which are used in common with the lessees or occupiers of the other flats in a workmanlike manner-

5. To do such things as the Council may decide are necessary to ensure the efficient maintenance administration or security of the Block including but without prejudice to the generality of the foregoing installing door entry systems employing caretakers porters and other staff and providing for pensions annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependents and providing accommodation for the use of staff employed by the Council to carry out its obligations under this Schedule and to repair maintain and decorate any such accommodation and to pay any outgoings in respect thereof-

#### THE FIFTH SCHEDULE

##### Council's Obligations in respect of the Estate

1. To repair ~~cleanse and maintain the~~ landscaped areas driveways car parking spaces and play areas used in common with the owners and occupiers of the other dwellings on the Estate
2. To do such things as the Council may decide are necessary to ensure the efficient maintenance administration and security of the Estate including but without prejudice to the generality of the foregoing employing staff and providing for pensions annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependants and providing accommodation for the use of staff employed by the Council and to carry out its obligations under this Schedule and to repair maintain and decorate any such accommodation and to pay





H.M. LAND REGISTRY

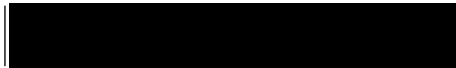
LAND REGISTRATION ACTS 1925 TO 1971

LEASE OF PART

LONDON BOROUGH OF WANDSWORTH

TITLE NUMBER: SGL 414405

PROPERTY:



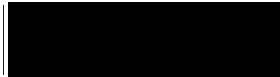
DATE:

*17th August 1992*

PARTICULARS

LESSEE

:



PURCHASE PRICE

:

£38,500

RENT

:

One peppercorn

LOCATION

:

Ground Floor

FLAT

:



STATUTORY POWER OF SALE

:

Section 32 Housing Act 1985

DISCOUNT

:

£16,500

DISCOUNT EXPIRY DATE

:

The third anniversary of the date  
hereof

FOURTH SCHEDULE PERCENTAGE

:

3.614%

FIFTH SCHEDULE PERCENTAGE

:

0.686%

CERTIFICATE OF VALUE

CONSIDERATION

:

£250.000

HEATING AGREEMENT

:

Clause 6 shall not have effect

The following expressions shall have the following meanings ascribed to them and shall be deemed to be incorporated in and form part of the within written Lease

<u>Expression</u>	<u>Meaning</u>
"the Particulars"	The details hereinbefore appearing in the section so headed
"the Council"	THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH of Town Hall London SW18 2PU
"the Lessee"	The Lessee specified in the Particulars
"Plan No. 1"	the Plan No. 1 annexed hereto
"Plan No. 2"	the Plan No. 2 annexed hereto
"Block"	the block or blocks of flats together with the entrance ways and common parts shown edged in blue on Plan No. 1.
"Estate"	the Block together with the gardens roads not being public highways and other communal areas and blocks of

flats and houses shown edged in black  
on Plan No. 1

"Act" the Housing Act 1985 (as amended)

"Discount" the sum specified as such in the  
Particulars allowed to the Lessee  
on the grant of this Lease under  
the provisions of the Act

"Purchase Price" the sum specified in the Particulars

"Statutory Power of Sale" The Section of the Act specified in  
the Particulars

"The Heating Equipment" as defined in Clause 6 hereof

"Heating Supply" as defined in Clause 6 hereof

"Flat" The Flat shown edged in red on Plan  
No.2 and located on the ground  
floor of the Block as is specified  
in the Particulars including for the  
purpose of obligation as well as  
grant:-

(i) the interior part of the window frames and of the balcony or patio doors (if any) and the glass in the windows and in the balcony or patio doors (if any) of the Flat (subject to the Council's duty to maintain the same as provided in paragraph 3 of the Fourth Schedule hereto)

(ii) the front door internal doors internal door frames and internal staircases (if any) of the Flat

(iii) the interior non-structural walls of the Flat and the interior faces of the external walls and of the floors and ceilings within the Flat

(iv) all the drains channels watercourses gas and water pipes electric cables wires and supply lines and other conduction media in under upon or installed in or affixed to and exclusively serving the Flat

(v) the Council's fixtures and fittings sanitary apparatus and appurtenances

installed in or fixed to the Flat EXCEPT AND RESERVING from the Flat the Heating Equipment and any heating equipment of the Council serving other parts of the Estate (if any) and the main structural parts of the Block including the roof foundations and any part or parts of the Block lying above or below the aforementioned faces of the ceilings or the floors respectively and the external and common parts thereof

"Certificate of Value Consideration": As specified in the Particulars

"the Facilities" (if available)

- (a) car parking areas
- (b) children's playground
- (c) communal gardens
- (d) communal clubroom
- (e) laundry
- (f) drying rooms
- (g) refuse facilities
- (h) communal aerials
- (i) store sheds

CONTENTS OF LEASE

Council's Covenants:

enforcement of covenants in other Leases	Clauses 4(e) and 4(f)
grant of leases of other flats on similar terms	Clauses 4(c) and 4(d)
quiet enjoyment	Clause 4(a)
repair structure	Clauses 4(b) and 4th and 5th Schedules

Demise

Clause 1

Easements

Clause 2 and First  
Schedule

Heating

Clause 6

Insurance

Clause 4(b) and  
Fourth Schedule

Lessees covenants:

abatement of nuisance	Clause 3(k)
covenants affecting freehold	Clause 3(n)
covenants for benefit of other lessees	Clause 5(viii)
discount	Clauses 3(m) and 5(iii) Sixth Schedule
floor covering	Clause 3(q)
notices, affecting Flat	Clause 3(e)
assignment	Clause 3(f)
Section 146	Clause 3(d)

access to Block	Clause 3(o)
install aerial	Clause 3(p)
keep combustibles	Clause 3(l)
make structural alterations	Clause 3(c)
pay rates	Clause 3(a)
permit viewing	Clause 3(g)
remedy defects	Clause 3(j)
repair	Clause 3(i)
restrictions and regulations	Clauses 2 and 5(vii) and 3rd Schedule
yield up	Clause 3(h)
Re-entry	Clause 5(i)
Rent	Clause 1
Reservations out of Lease	Clause 1 and 2nd Schedule
Service Charge	Clauses 3(b) 4(g) 5(iv) 5(v) and 4th and 5th Schedules
Variation	Clause 5(ix)

These notes are intended as a guide only and do not constitute part of the Lease

W H E R E A S:

1. The Council is registered at H.M.Land Registry as proprietor with Absolute Title of the freehold of the Estate under the Title Number referred to above
2. The other flats in the Block and on the Estate are let by the Council to tenants of the Council in pursuance of the Council's obligations as a housing authority and the Council has:-

(i) in the case of the other flats in the Block either previously sold the same by granting leases thereof or will in cases where it agrees or is required hereafter to sell the same only do so by granting leases thereof and in these cases the leases are or shall be (respectively) in substantially the same form as this lease or as near the same form so far as the circumstances may admit or require containing the restrictions and regulations set out in Parts I and II of the Third Schedule hereto and the other restrictions regulations covenants and conditions as hereinafter set out to the intent that any lessee for the time being of any flat in the Block may be able to enforce the observance of all the said restrictions regulations covenants and conditions by the lessees or occupiers for the time being of the other flats in the Block and to the intent that any lessee for the time being of any flat in the Block may be able to enforce the observance of the restrictions and regulations set out in Part II of the Third Schedule hereto and the restrictions regulations



covenants and conditions relating to the use maintenance and enjoyment of the Estate by the lessees or occupiers for the time being of the other flats on the Estate

(ii) in the case of the flats on the Estate (other than those in the Block) either previously sold the same by way of granting leases thereof or will in cases where it agrees or is required hereafter to sell the same only do so by granting leases thereof and in these cases the leases are or shall be (respectively) in substantially the same or as near the same form as the circumstances may admit or require containing inter alia the restrictions and regulations set out in Part II of the Third Schedule hereto and other restrictions and regulations covenants and conditions relating to the use maintenance and enjoyment of the Estate to the intent that any lessee for the time being of any flat on the Estate may be able to enforce the observance of the restrictions and regulations set out in Part II of the Third Schedule hereto and the said restrictions regulations covenants and conditions by the lessees or occupiers of the flats on the Estate and in the Block

and the Council has agreed that at any time before the grant of a lease of a flat in the Block or on the Estate has been completed or otherwise during which the Council retains or has possession or the right to possession of any flat in the Block or on the Estate the Council shall assume all the responsibilities and obligations of a lessee as if the Council was the lessee of such flat in the Block or on the Estate

3. The Council has agreed with the Lessee for the grant to the Lessee of a lease of the Flat for the consideration and on the terms and conditions hereinafter appearing

N O W T H I S DEED WITNESSETH as follows:-

1. IN PURSUANCE of the said agreement and in consideration of the Purchase Price paid to the Council by the Lessee (the receipt whereof the Council hereby acknowledges) and of the covenants hereinafter contained and on the part of the Lessee to be performed and observed THE COUNCIL pursuant to the Statutory Power of Sale HEREBY DEMISES unto THE LESSEE ALL THAT the Flat TOGETHER with the easements rights and privileges mentioned in the First Schedule hereto EXCEPT AND RESERVING as mentioned in the Second Schedule hereto TO HOLD the same unto the Lessee for the term of 125 years from the date hereof YIELDING AND PAYING therefor the yearly rent of a peppercorn (if demanded)

2. WITH THE OBJECT AND INTENT and so as to bind the Flat into whosoever hands the same may come and for the benefit of the Estate and every part thereof THE LESSEE HEREBY COVENANTS with the Council and with the Lessees and occupants of the other flats in the Block that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions and regulations set forth in Part I and Part II of the Third Schedule hereto and such other restrictions and regulations as the Council may from time to time impose in writing and with the Council and with the Lessees and occupiers of the other flats on the Estate that the Lessee and the persons deriving title under him will at

all times hereafter observe the restrictions set forth in Part II of the Third Schedule hereto and such other restrictions and regulations as the Council may from time to time impose in writing

3. THE LESSEE HEREBY COVENANTS with the Council and as separate covenants severally with the lessees of the other flats in the Block as follows:

(a) To pay all rates taxes assessments charges community charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Flat or the owner or occupier thereof and in the event of any such matters being assessed charged or imposed in respect of premises of which the Flat forms part to pay the proper proportion of them attributable to the Flat

(b) Subject to the provisions of Clause 5 to pay the Fourth Schedule percentage of the costs expenses and outgoings of the Council in complying with its obligations contained in the Fourth Schedule hereto and the Fifth Schedule percentage of the costs expenses and outgoings of the Council in complying with its obligations contained in the Fifth Schedule hereto

(c) Not to make any structural alterations or structural additions to the Flat nor to remove any of the Landlord's fixtures and fittings

(d) To pay all costs charges and expenses (including solicitors' costs and surveyors' fees) reasonably incurred by the Council for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act

1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

(e) Forthwith after service upon the Lessee of any notice affecting the Flat served by any competent authority (other than the Council) to deliver a true copy thereof to the Council and if so required by the Council to join the Council in making such representations to any such authority concerning such proposals as the Council may consider desirable and to join with the Council in any appeal against any order or direction affecting the Flat as the Council may consider desirable

(f) Within one calendar month after the date of any assignment mortgage legal charge or permitted underlease or other instrument effecting a devolution of title to this Lease or the Flat or any part thereof to give notice thereof to the Council's Solicitor for the purpose of registration and for such registration to pay a fee of £30 to the Council's Solicitor for the time being in respect of each notice of such document or instrument so given

(g) To permit the Council by its agents officers servants workmen and others at all reasonable times in the day to enter upon the Flat upon giving prior notice in writing to examine the state and condition thereof

(h) At the expiration or sooner determination of the said term quietly to yield up to the Council the Flat together with any additions and improvements and all fixtures of every kind in the Flat except tenants fixtures

(i) To keep the Flat in good and tenantable repair and

condition and to make good all damage occasioned whether to the Flat or to any other part of the Block caused by a stopping up bursting leakage or overflow of water or any other substance in or from the Flat or any part thereof

(j) Make good all defects decays and wants of repair of which notice in writing shall be given by the Council to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice

(k) To pay all reasonable costs charges and expenses incurred by the Council in abating a nuisance which may exist or emanate from the Flat and executing all such works as may be necessary for abating such nuisance and for complying with any notice served by a competent authority

(l) Not to store nor bring upon the Flat or into the Block any articles whatsoever of a specially combustible or inflammable nature and not to do nor permit to be done in the Block or any part thereof any act or omission by reason of or in consequence of which any increased or extra premium may become payable or by virtue of which the insurance of the Block may become void or voidable

(m) To pay on demand the amount specified in the Sixth Schedule hereto if there is a disposal as defined in the Sixth Schedule before the Discount Expiry Date but if there is more than one disposal then only on the first of them

(n) To observe and perform the restrictions covenants and stipulations mentioned in any of the Entries of the Charges Register of the Title above referred to so far as the same relate

to the Flat and are still subsisting and capable of taking effect and to indemnify and keep indemnified the Council from and against all actions claims costs and demands arising from any future breach or non-observance thereof

(o) Not to do nor suffer to be done anything which might hinder or prevent free access with or without vehicles to the entrance of the Block and not to obstruct any passages footpaths or common parts of the Estate

(p) Not to erect nor cause nor permit to be erected upon any exterior part of the Block any satellite dish or other apparatus for receiving wireless telegraphic or other signals and not to cause nor permit any such apparatus to project wholly or in part from the interior of the Flat

(q) To keep all the floors of the Flat including the passages thereof substantially covered with material suitable for substantially reducing the transmission of noise

(r) To permit the Council its lessees and its or their surveyors or duly authorised agents with or without workmen to enter upon the Flat in exercise of the rights contained in the Second Schedule hereto the person entering making good all damage occasioned thereby

[(s) (i) The Lessee confirms that he intends to occupy the Flat as his only or principal home from the date hereof

(ii) The Lessee shall repay to the Council on demand an amount equal to the Discount in the event that the Lessee (not having made a disposal as defined in paragraph 2 of the Sixth Schedule hereto) ceases to occupy the Flat as his only or

principal home at any time before the Discount Expiry Date]

4. THE COUNCIL HEREBY COVENANTS with the Lessee as follows:-

(a) That the Lessee paying the rents hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said term without any lawful interruption or disturbance from or by the Council or any person or persons rightfully claiming under or in trust for it

(b) To carry out and effect its obligations under the Fourth and Fifth Schedules hereto

(c) To require every person to whom it shall hereafter grant a lease of a Flat in the Block or on the Estate to covenant with the Council to observe the restrictions and regulations set out in Part II of the Third Schedule hereto and other substantially the same restrictions regulations covenants and conditions as those set out herein insofar as they relate to the use maintenance and enjoyment of the Estate and at any time before the lease of any flat in the Block or on the Estate has been executed or otherwise during which the Council retains or has possession or the right to possession of any flat in the Block or on the Estate (whether or not the same shall have been let to a Council tenant) to make such payments and observe and perform such obligations in respect of the Block and the Estate as a lessee thereof would be liable to perform and observe if such flat were so let in the form of this lease

(d) To require every person to whom they shall hereafter

grant a lease of a flat in the Block to covenant with the Council to observe substantially the same restrictions regulations covenants and conditions as set out herein and at any time before the lease of any flat in the Block has been executed or otherwise during which the Council retains or has possession or the right to possession of any flat in the Block (whether or not the same shall have been let to a Council tenant) to make such payments and observe and perform such obligations in respect of such flat as a lessee thereof would be able to observe and perform if such flat had been so let in the form of this lease

(e) If so required by the Lessee to enforce the restrictions regulations covenants and conditions on the part of the lessee of any other flat in the Block on the Lessee's indemnifying the Council against all reasonable costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council may reasonably require

(f) If so required by the Lessee to enforce the covenants restrictions and regulations set out in Part II of the Third Schedule hereto and other restrictions regulations covenants and conditions on the part of the lessee of any flat on the Estate relating to the use maintenance and enjoyment of the Estate on the lessee indemnifying the Council against all reasonable costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council may reasonably require



5. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED  
BETWEEN the parties hereto

(i) that if the covenants on the part of the Lessee herein contained shall not be performed or observed then in such case it shall be lawful for the Council at any time thereafter to re-enter upon the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein contained

(ii)(a) that the expression "the Council" shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term granted by this lease

(b) that the expression "the Lessee" shall where the context so admits include his her or their successors in title and that where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally

(iii) that the liability arising under the covenant in Clause 3(m) hereof shall be a charge on the Flat in accordance with the Act

(iv) that the payment of the Service Charge shall be subject to the following terms and conditions and for the purposes of this sub-clause the following expressions shall have the following meanings ascribed to them

<u>Expression</u>	<u>Meaning</u>
"Financial Year"	The period from the first day of April in one year to the thirty first day of March in the following year or such other annual period as the Council may in its absolute discretion from time to time determine
"Expenses Outgoings and Other Heads of Expenditure"	The expenses and outgoings disbursed incurred or made as a result of the Council's obligations under the provisions of Clause 4(b) hereof and more particularly described in the Fourth and Fifth Schedules hereto and also such reasonable part of these expenses and outgoings which are of a periodically recurring nature (whether or not recurring by regular periods) whenever disbursed incurred or made including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council or their Agents may in their absolute discretion allocate to the Financial Year in question as being both fair and reasonable in the circumstances
"Certificate"	A certificate signed by a person who is either a member of the Chartered Institute of Public Finance and Accountancy or the Institute of Chartered Accountants and who is duly authorised to sign the Certificate by the Council certifying the amount of the Service Charge for the Financial Year to which it relates containing a fair summary and details of the Expenses Outgoings and Other Heads of Expenditure for that Financial Year specifying under which Schedule hereto the Council purports to recharge each item which makes up the Expenses Outgoings and Other Heads of Expenditure
"Estimated Charge"	An estimate of the amount of the Expenses Outgoings and Other Heads of Expenditure for the Financial Year in question which the Council or their Agents may in their absolute discretion determine as being a fair and reasonable projection for that Financial Year.

(a) The Certificate shall be conclusive evidence for the purposes hereof of the matters which it purports to certify

(b) On the first day of October next following the date of this lease the Council shall send to the Lessee a written statement setting out therein the amount of the Estimated Charge for the then current Financial Year and shall (if completion of this lease shall have occurred more than six months before that date) send also to the Lessee the Certificate for the Financial Year during which completion of this lease takes place with the Service Charge apportioned for the period from the date of this lease to the end of that Financial Year and the Council shall on each succeeding first day of October send to the Lessee a written statement setting out therein the amount of the Estimated Charge for the then current Financial Year together with the Certificate for the preceding Financial Year

(c) The Certificate shall give credit for the amount of the Estimated Charge in respect of the Financial Year to which the Certificate refers which may have been previously paid by the Lessee and if the amount of this Estimated Charge shall exceed the amount referred to in the Certificate then due credit for the amount by which it so exceeds shall be given to the Lessee in respect of the Estimated Charge for the following Financial Year contained in the written statement referred to in (b) above and the Lessee shall pay to the Council the amount of the Estimated Charge as contained in the written statement together with the amount shown in the Certificate as being due

(if any) within 14 days of receipt by the Lessee of the Certificate and the written statement

(d) If the Lessee shall not have paid to the Council any sums of money due under Clause 3 and/or Clause 6 within 14 days of the same having been demanded then the Council shall be entitled to charge interest thereon at the rate of 6% above the Base Rate for the time being of Barclays Bank PLC from the date of demand until the sum of money shall actually be paid to the Council and this interest shall then become due and payable by the Lessee forthwith

(e) If in the reasonable opinion of the Council it should become equitable to do so by virtue of any of the flats in the Block or on the Estate ceasing to exist or additional flats coming into existence then the Council shall be entitled to recalculate the percentage contributions appropriate to the flats in the Block or on the Estate (as appropriate) including the Flat on an equitable basis and shall notify the Lessee in writing accordingly and in that event then from the date of that notice the new percentage so notified shall be substituted for the figure or figures referred to in Clause 3 hereof and all references herein to the percentage of the Service Charge payable by the Lessee shall be construed as references to that new percentage PROVIDED THAT the Council shall take into account any insurance monies received in respect of any insurance against loss of Service Charge when considering whether to vary the percentages hereunder

(v) (a) If the whole or any part of the Flat is destroyed or damaged by fire or other risks covered by the Council's insurance of the Block so as to be unfit for residential occupation then (unless the insurance monies are irrecoverable by reason of any act or omission of the Lessee) the Service Charge payable under this Lease or a fair proportion of it according to the nature of the destruction or damage sustained shall cease to be payable until the Flat or the part of the Flat which was destroyed or damaged is again fit for use such abatement to be in full satisfaction of all claims for damage by the Lessee against the Council arising out of such destruction or damage

(b) Any dispute as to the amount of any abatement under this sub-clause shall be referred to a person appointed by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert and not as an arbitrator

(vi) Nothing herein contained and no consent given hereunder shall be deemed to be a consent or approval of the Council in any capacity other than as landlord of the Flat

(vii) The Council may at any time or times during the term hereby granted in the interest of good estate management impose such reasonable additional restrictions and regulations of general application relating to the Block or the Estate generally as they may in their absolute discretion think fit in addition to or in place of the restrictions and regulations set out in the Third Schedule hereto and the said additional restrictions and

regulations shall take effect from the date that written notice of the same shall be served upon the lessee by the Council

(viii) That it is the intention and the Lessee accepts the grant of this lease upon the express understanding that each lessee of a flat in the Block or on the Estate is to have the benefit of the restrictions regulations covenants and conditions binding on all other lessees of flats in the Block or the Estate whether such flats were let before or after the date of the lease to any such lessee by the Council

(ix) That nothing in this Lease shall prevent the Council:-

(i) removing from or adding to the area comprised in the Estate

(ii) removing terminating varying amending or altering the Facilities or any other areas services or facilities which may from time to time be available to residents on the Estate

(iii) removing adding or altering the position of any estate roads on the Estate

[6. IT IS HEREBY AGREED BETWEEN THE PARTIES:

(1) This clause shall not have effect unless it is stated in the Particulars that this clause shall have effect

(2)(a)(i) In this clause the term "Heating Supply" shall mean either:

(aa) a good sufficient and constant supply of hot water to the Flat; or

(bb) adequate space heating to the Flat between 1st October and 1st April in each year (or such other dates as shall be exclusively determined by the Council at its sole discretion); or

(cc) both (aa) and (bb) above as specified in the Particulars

(ii) In this clause the term "Heating Equipment" shall mean the pipes wires cables thermostats conduits radiators valves taps conductive media and other equipment and apparatus (including those parts inside the Flat) and the boilers and boiler houses (if appropriate) installed by the Council for the purpose of providing a Heating Supply to the Flat

(b) In pursuance of the statutory powers conferred on the Council the Council will provide (subject as hereinafter provided) and the Lessee will accept from the date hereof a Heating Supply on the terms and conditions as set out in this clause

(c) The Lessee hereby covenants to pay to the Council the charges for the Heating Supply which shall initially be the sum specified in the Particulars and which shall be payable by the Lessee in advance weekly every Monday PROVIDED THAT this charge may be increased or decreased to a figure specified in a written notice given by the Council to the Lessee one month prior to the date on which the increase or decrease shall take effect

(d) The Lessee hereby covenants with the Council:-

(i) to ensure that there is no waste of the Heating Supply whether due to the act neglect or default of the Lessee or his servants agents contractors or otherwise

(ii) to comply with all Acts of Parliament and rules orders regulations and byelaws whether made or enacted by the Council or by the National Rivers Authority or by the relevant water undertaker or sewerage undertaker and whether governing the supply of water or heat or preventing the waste undue consumption misuse or contamination of water

(iii) not to interfere with the Heating Equipment or any part or parts thereof

(e) The Lessee acknowledges that the Heating Supply may be cut off interrupted or suspended by the Council in the event of:

- (i) mechanical breakdown
- (ii) failure of the supply of fuel
- (iii) failure of the water undertaker in supplying water required for the transmission or distribution of heat
- (iv) any interruption to the Heating Equipment from drought frost or otherwise
- (v) any repairs or alterations being made to the Heating Equipment
- (vi) any interference by the Lessee with the Heating Equipment
- (vii) any other cause (whether ejusdem generis or not) beyond the control of the Council

(f) The times of day and the temperature and pressure at which the system providing the Heating Supply is operated shall be at the sole discretion of the Council and the Council may vary such times of day and temperature and pressure or any of them



from time to time without individual notice to the Lessee

(g) The Council shall not be responsible for any damage or loss which the Lessee may sustain directly or indirectly by reason of any cutting off interruption or suspension of the Heating Supply or any excess or deficiency of pressure or temperature or any breakdown of or accident to or failure of the Heating Equipment or by reason of any repairs being carried out thereto or by reason of any act or default of any servant or agent of the Council the Lessee or his servants or agents or any third party

(h) The Heating Equipment (which shall at all times be and remain the property of the Council) shall be fixed and maintained by the Council at the sole risk of the Lessee. The Lessee shall not remove alter or in any way interfere with the same or any part or parts thereof and shall keep the Council indemnified against all claims for or in respect of any injury suffered in the Flat or any neighbouring or adjoining premises the Council making good all damage occasioned thereby

(i) Without prejudice to the Council's other rights or remedies in the event of a breach of this clause by the Lessee, the obligations of the parties under this Clause shall remain in full force and effect until such time as they are terminated:

(a) forthwith by notice by the Council following any breach by the Lessee of the provisions of this Clause or this lease; or

(b) upon the Council giving to the Lessee one month's written notice at any time

(j) Without prejudice to any of the Council's other rights or remedies at law or at equity in the event of breach by the Lessee of this lease, if the obligations of the parties under this clause are terminated the Lessee shall forthwith pay to the Council the charges due for the Heating Supply provided up to the date of such termination and shall on demand notwithstanding the termination pay to the Council all costs incurred by the Council in making good any damage caused by the Lessee to the Heating Equipment]

7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the Certificate of Value Consideration

I N W I T N E S S whereof the Council has set its Common Seal and the Lessee has hereunto set his hand the day and year first before written

THE FIRST SCHEDULE

Easements rights and privileges included in the Lease

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night and for all purposes in connection with the use and enjoyment of the Flat to go pass and repass over and along the forecourt and through and along the main entrances of the Block and the Estate and the

passages landings staircases and lifts (if any) leading to the Flat

2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Block
3. The free and uninterrupted passage and running of water soil gas electricity or other piped fuel from and to the Flat through the drains watercourses cables pipes wires or other conduction media which now are or may at any time hereafter be in under or passing through the Estate or any part thereof
4. The right to the use and maintenance of cables or other installations for the supply of electricity for telephone or for the receipt directly or by landline of visual or other wireless transmissions which are now or may at any time hereafter be in under or passing through the Estate or any part thereof
5. The right for the Lessee with servants workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter into and upon other parts of the Estate for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires in place thereof causing as little disturbance as possible and making good any damage so caused
6. The right for the Lessee with servants workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter into and upon other parts of the Block for the purpose of repairing maintaining renewing altering

or rebuilding the Flat or any part of the Block giving subjacent or lateral support shelter or protection to the Flat

7. The benefit of the restrictions contained in the leases of the other flats comprised in the Estate granted or to be granted

8. The right to the access of light and air to the Flat

9. The right to the use of such of the Facilities (if any) as are from time to time made available by the Council to the Lessee

10. A right of way at all times over such of the roads forming part of the Estate giving access to the Flat as are made available from time to time by the Council to the Lessee

#### THE SECOND SCHEDULE

There is reserved out of this lease to the Council and to the owners and occupiers of the other flats in the Block and on the Estate

1. To the owners and occupiers of the other flats comprised in the Block easements rights and privileges over along and through the Flat equivalent to those set forth in paragraphs 2 and 6 of the First Schedule to this Lease

2. To the owners and occupiers of the other dwellings comprised in the Estate easements rights and privileges over along and through the Flat equivalent to those set forth in paragraphs 3 4 and 5 of the First Schedule to this Lease

3. Full right and liberty for the Council their lessees and their surveyors or agents with or without workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter upon the Flat for the purposes of carrying

out all their covenants conditions and obligations under the terms hereof or of the leases of their respective flats

THE THIRD SCHEDULE

Part 1

Restrictions imposed in respect of the Flat

as part of the Block

1. Not to use the Flat nor permit the same to be used for any purpose other than as a private dwellinghouse
2. At all times before the Discount Expiry Date to use the Flat as a single private dwellinghouse in the occupation of a single family and for no other purpose
3. (a) Not to use the Flat for any illegal or immoral purpose
- (b) Not to commit nor suffer to be committed in the Flat or in other areas which comprise part of the Block or the Estate any acts or omissions which cause or could cause a nuisance, annoyance, inconvenience or disturbance to other owners and occupiers of other flats in the Block or on the Estate or which amount to racial, religious, ethnic, cultural, sexual or other form of harassment of such other owners and occupiers. "Harassment" includes but is not limited to
  - (a) violence or threat of violence towards any person;
  - (b) abusive or insulting words or behaviour;
  - (c) damage or threats of damage to property belonging to another person including damage to any part of a person's home;

(d) writing threatening, abusive or insulting graffiti;

(e) any act or omission calculated to interfere with the peace or comfort of any other person or to inconvenience such person

4. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Flat

5. Not to play any gramophone wireless loudspeaker or mechanical or other musical instrument of any kind nor to practice any singing in the Flat so as to cause annoyance to the owners and occupiers of the other flats in the Block

6. Not to keep any animal in the Flat without the written consent of the Council which consent may be revoked at the reasonable discretion of the Council

7. To clean the stairways passageways balconies and other areas in the vicinity of the Flat used in common with the owners and occupiers of other flats in the Block if and so often as they may be directed in writing so to do by the Council

8. Not to store nor permit to be stored in the Flat or on the Estate any quantities of inflammable materials liquids gases or other harmful noxious or offensive substances other than may be reasonably required for domestic use

9. Not to obstruct nor permit to be obstructed any of the entrances halls stairways passages balconies rubbish chutes lifts or fire escapes used in common with the owners or occupiers of any of the dwellings in the Block

10. If the Flat has a balcony or roof garden not to place any

excessive weight on the balcony or roof garden so as to cause damage to the structure of the Block and not to allow any water to percolate from the balcony or roof garden to any parts of the Block underneath

11. Not to alter the external appearance of the Flat in any way
12. Not to erect any security grille over or across the front door or any other external door of the Flat without the prior written consent of the Council
13. If the Flat has a Garden to use it only for the purposes of a garden and to keep the same in a neat and tidy condition free from weeds
14. If the Flat has a Store Area to use it only for storage purposes but not to use the same for the storage of noxious or offensive substances
15. If the Flat has a Bin Store to use it only for keeping household refuse in one closed receptacle
16. If the Flat has a Garage to use it only for the purpose of parking therein a private vehicle

## Part II

### Restrictions imposed in respect of the Flat as part of the Estate

17. Not to use the Flat nor permit the same to be used for any purpose from which a nuisance can arise to the owners and occupiers of the other dwellings comprised in the Estate
18. Not to park any vehicle on any part of the Estate other than a private motorcar or similar sized vehicle except on a

parking area approved by the Council and not to obstruct nor permit to be obstructed any of the common access ways or roadways on the Estate

19. To use the common amenity areas on the Estate for the purposes of recreation only

#### THE FOURTH SCHEDULE

##### Council's Obligations in respect of the Block

1. To insure and keep insured the Block against loss or damage by fire and such other risks as are usually covered by a comprehensive policy of insurance in the full reinstatement value thereof (including Architects and Surveyors fees) in the name of the Council with the interest of the Lessee the lessees of the other flats in the Block and their mortgagees noted thereon in an insurance office of repute and whenever required to produce to the Lessee a copy of or a suitable extract from the policy or policies of such insurance and written confirmation that the last premium has been paid and in the event of any part of the Block (including any common parts) being destroyed or damaged by fire or other insured risk as soon as reasonably practicable lay out the insurance monies in the repair rebuilding or reinstatement of the Block

2. Subject to the terms of paragraph 7 of the Third Schedule hereto at all times during the term well and substantially to repair cleanse uphold support and maintain the exterior of the Block and the communal television aerials door entry systems fences walls and the entrance ways paths lifts staircases main walls party walls roof foundations and all structural parts



thereof respectively including but without prejudice to the generality of the foregoing all those parts used in common with lessees of other flats in the Block and all drains watercourses sewers pipes water pipes gas pipes electric wiring gutters down pipes and other conduction media belonging thereto respectively with all necessary reparations and amendments whatsoever and to light the passages landings lifts balconies staircases and other communal parts of the Block

3. To repair and maintain the exterior of the window frames window sashes and balcony or patio doors and of the frames thereof (if any) of the Flat and as often as may be necessary to replace the whole or part of the window frames window sashes window furniture and balcony or patio doors and frames and furniture thereof (if any)

4. As often as may reasonably be required to paint with two coats of good quality paint suitable for outside use and to decorate all the outside wood iron and other parts of the Block which are usually or ought to be painted or decorated and also to decorate those parts of the interior of the Block which are used in common with the lessees or occupiers of the other flats in a workmanlike manner

5. To do such things as the Council may decide are necessary to ensure the efficient maintenance administration or security of the Block including but without prejudice to the generality of the foregoing installing door entry systems employing caretakers porters and other staff and providing for pensions annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependents and

providing accommodation for the use of staff employed by the Council to carry out its obligations under this Schedule and to repair maintain and decorate any such accommodation and to pay any outgoings in respect thereof

#### THE FIFTH SCHEDULE

##### Council's Obligations in respect of the Estate

1. To repair cleanse and maintain the landscaped areas driveways car parking spaces and play areas used in common with the owners and occupiers of the other dwellings on the Estate
2. To do such things as the Council may decide are necessary to ensure the efficient maintenance administration and security of the Estate including but without prejudice to the generality of the foregoing employing staff and providing for pensions annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependants and providing accommodation for the use of staff employed by the Council and to carry out its obligations under this Schedule and to repair maintain and decorate any such accommodation and to pay any outgoings in respect thereof

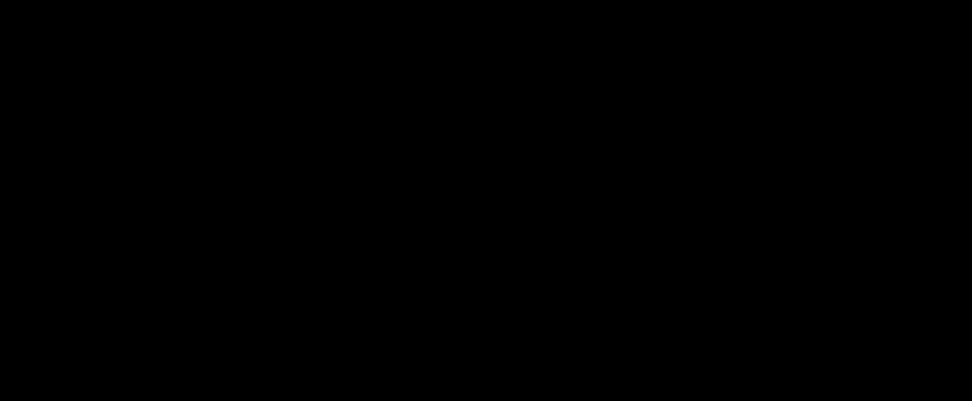
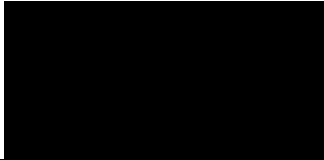
#### THE SIXTH SCHEDULE

##### Discount

1. The amount payable under Clause 3(m) hereof shall be an amount equal to the Discount reduced by one third of the Discount for each complete year which elapses from the date hereof
2. A disposal shall mean any transfer or grant of an underlease for more than twenty-one years otherwise than at a

rack rent and not being a mortgage term or any option enabling any person to carry out such a disposal and not being an exempted disposal as defined in Section 39 of the Act

EXECUTED AS A DEED by the )  
LESSEE in the presence )  
of: )

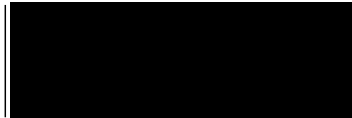


1992

DATED

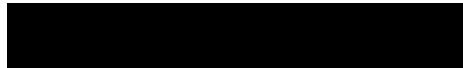
THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF WANDSWORTH

- to -



L E A S E

- of -



Term: 125 years from the date hereof  
Rent: A peppercorn together with  
insurance rent

Ref: LEG/CCH/17019

2T.PGSS-July90

16.7pgss2.ch

DATED

9th April 2007

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF WANDSWORTH

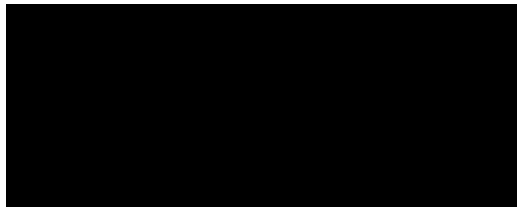
- to -



C o u n t e r p a r t

**L E A S E**

relating to



**Gotelee & Goldsmith**  
31 - 41 Elm Street Ipswich  
Suffolk IP1 2AY

(46860-02427-2)

[910\_100] - RTB 2T

H M LAND REGISTRY

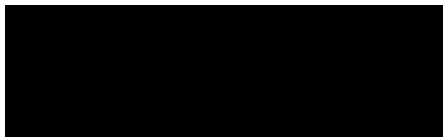
Land Registration Acts 1925 to 1986

LEASE OF PART

LONDON BOROUGH OF WANDSWORTH

TITLE NUMBER: SGL296294

PROPERTY :

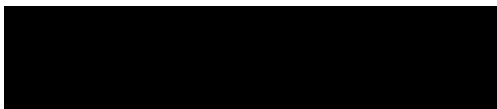


DATED:

9th April 2007

PARTICULARS

LESSEE:



of -



PURCHASE PRICE:

SIXTY FOUR THOUSAND POUNDS  
(£64000.00)

RENT:

One peppercorn

LOCATION:

Fifteenth Floor

FLAT:



ESTATE:

Somerset

STATUTORY POWER OF SALE:

Section 138 Housing Act 1985

DISCOUNT:

£38000.00

DISCOUNT EXPIRY DATE:

The third anniversary of the date  
hereof

FOURTH SCHEDULE PERCENTAGE: 1.276%

FIFTH SCHEDULE PERCENTAGE: 0.335%

CERTIFICATE OF VALUE  
CONSIDERATION:

£250000.00

HEATING AGREEMENT:

Clause 6 shall not have effect

HEATING SUPPLY:

Not applicable

INITIAL CHARGE FOR  
HEATING SUPPLY:

Not applicable

- 1 -

The following expressions shall have the following meanings ascribed to them and shall be deemed to be incorporated in and form part of the within written Lease-

<b>Expression</b>	<b>Meaning</b>
"the Particulars"	The details hereinbefore appearing in the section so headed
"the Council"	THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH of Town Hall London SW18 2PU
"the Lessee"	The Lessee specified in the Particulars
"Plan No 1"	the Plan No 1 annexed hereto
"Plan No 2"	the Plan No 2 annexed hereto
"Block"	the block or blocks of flats together with the entrance ways and common parts shown edged in blue on Plan No 1
"Estate"	the Block together with the gardens roads not being public highways and other communal areas and blocks of flats and houses shown edged in black on Plan No 1
"Act"	the Housing Act 1985 (as amended)
"Discount"	the sum specified as such in the Particulars allowed to the Lessee on the grant of this Lease under the provisions of the Act
"Purchase Price"	the sum specified in the Particulars
"Statutory Power of Sale"	The Section of the Act specified in the Particulars

"The Heating Equipment" as defined in Clause 6 hereof

"Heating Supply" as defined in Clause 6 hereof

"Flat" The Flat shown edged in red on Plan No 2 and located on the **Fifteenth Floor** of the Block as specified in the Particulars including for the purpose of obligation as well as grant:-

(i) the interior part of the window frames and of the balcony or patio doors (if any) and the glass in the windows and in the balcony or patio doors (if any) of the Flat (subject to the Council's duty to maintain the same as provided in paragraph 3 of the Fourth Schedule hereto)

(ii) the front door internal doors internal door frames and internal staircases (if any) of the Flat

(iii) the interior non-structural walls of the Flat and the interior faces of the external walls and of the floors and ceilings within the Flat

(iv) all the drains channels watercourses gas and water pipes electric cables wires and supply lines and other conduction media in under upon or installed in or affixed to and exclusively serving the Flat

(v) the Council's fixtures and fittings sanitary apparatus and appurtenances installed in or fixed to



9 w/a x

the Flat EXCEPT AND RESERVING from the Flat the Heating Equipment and any heating equipment of the Council serving other parts of the Estate (if any) and the main structural parts of the Block including the roof foundations and any part or parts of the Block lying above or below the afore-mentioned faces of the ceilings or the floor respectively and the external and common parts thereof

"Initial Period" the period defined for payment of itemised estimates in respect of repairs and improvements as defined by the Act

"Service Charge" As defined in Clause 3 (b) hereof

"Certificate of Value Consideration": As specified in the Particulars

- "the Facilities" (if available)
- (a) car parking areas
  - (b) children's playground
  - (c) communal gardens
  - (d) communal clubroom
  - (e) laundry
  - (f) drying rooms
  - (g) refuse facilities
  - (h) communal aerials
  - (i) store sheds

CONTENTS OF LEASE

COUNCIL'S COVENANTS:

enforcement of covenants in other Leases	Clauses 4(e) and 4(f)
grant of leases of other flats on similar terms	Clauses 4(c) and 4(d)
quiet enjoyment	Clause 4(a)
repair structure	Clauses 4(b) and 4th and 5th Schedules
Demise	Clause 1
Easements	Clause 2 and First Schedule
Heating	Clause 6
Insurance	Clause 4(b) and Fourth Schedule

LESSEES COVENANTS:

abatement of nuisance	Clause 3(k)
covenants affecting freehold	Clause 3(n)
covenants for benefit of other lessees	Clause 5(viii)
discount	Recital 4 Clauses 3(m) and 5(iii) and Sixth Schedule

floor covering	Clause 3 (q)
notices -	
affecting Flat	Clause 3 (e)
assignment	Clause 3 (f)
Section 146	Clause 3 (d)
access to Block	Clause 3 (o)
install aerial	Clause 3 (p)
keep combustibles	Clause 3 (l)
make structural alterations	Clause 3 (c)
pay rates	Clause 3 (a)
permit viewing	Clause 3 (g)
remedy defects	Clause 3 (j)
repair	Clause 3 (i)
restrictions and regulations	Clauses 2 and 5(vii) and Third Schedule
yield up	Clause 3 (h)
Re-entry	Clause 5 (i)
Rent	Clause 1
Reservations out of Lease	Clause 1 and Second Schedule
Service Charge	Clauses 3 (b) 4 (e) 5 (iv) 5 (v) and Fourth and Fifth Schedules
Variation	Clause 5 (ix)

These notes are intended as a guide only and do not constitute part of the Lease-

W H E R E A S:

1. THE Council is registered at HM Land Registry as proprietor with Absolute Title of the freehold of the Estate under the Title Number referred to above-

2. THE other flats in the Block and on the Estate are let by the Council to tenants of the Council in pursuance of the Council's obligations as a housing authority and the Council has:-

- (i) in the case of the other flats in the Block either previously sold the same by granting leases thereof or will in cases where it agrees or is required hereafter to sell the same only do so by granting leases thereof and in these cases the leases are or shall be (respectively) in substantially the same form as this lease or as near the same form so far as the circumstances may admit or require containing the restrictions and regulations set out in Parts I and II of the Third Schedule hereto and the other restrictions regulations covenants and conditions as hereinafter set out to the intent that any lessee for the time being of any flat in the Block may be able to enforce the observance of all the said restrictions regulations covenants and conditions by the lessees or occupiers for the time being of the other flats in the Block and to the intent that any lessee for the time being of any flat in the Block may be able to enforce the observance of the restrictions and regulations set out in Part II of the Third Schedule hereto and the restrictions regulations covenants and conditions relating to the use maintenance and enjoyment of the Estate by the lessees or occupiers for the time being of the other flats on the Estate-
- (ii) in the case of the flats on the Estate (other than those in the Block) either previously sold the same by way of granting leases thereof or will in cases where it agrees or is required hereafter to sell the same only do so by granting leases thereof and in these cases

the leases are or shall be (respectively) in substantially the same or as near the same form as the circumstances may admit or require containing inter alia the restrictions and regulations set out in Part II of the Third Schedule hereto and other restrictions and regulations covenants and conditions relating to the use maintenance and enjoyment of the Estate to the intent that any lessee for the time being of any flat on the Estate may be able to enforce the observance of the restrictions and regulations set out in Part II of the Third Schedule hereto and the said restrictions regulations covenants and conditions by the lessees or occupiers of the flats on the Estate and in the Block and the Council has agreed that at any time before the grant of a lease of a flat in the Block or on the Estate has been completed or otherwise during which the Council retains or has possession or the right to possession of any flat in the Block or on the Estate the Council shall assume all the responsibilities and obligations of a lessee as if the Council was the lessee of such flat in the Block or on the Estate-

3. THE Council has agreed with the Lessee for the grant to the Lessee of a lease of the Flat for the consideration and on the terms and conditions hereinafter appearing-

NOW THIS DEED W I T N E S S E T H as follows:-

1. IN PURSUANCE of the said agreement and in consideration of the Purchase Price paid to the Council by the Lessee (the receipt whereof the Council hereby acknowledges) and of the covenants hereinafter contained and on the part of the Lessee to be performed and observed THE COUNCIL pursuant to the Statutory Power of Sale HEREBY DEMISES with Full Title Guarantee unto THE LESSEE ALL THAT the Flat TOGETHER with the easements rights and privileges mentioned in the First Schedule hereto EXCEPT AND RESERVING as mentioned in the Second Schedule hereto TO HOLD the same unto the Lessee for the term of 125 years from the date hereof YIELDING AND PAYING therefor the yearly rent of a peppercorn (if demanded) -

2. WITH THE OBJECT AND INTENT and so as to bind the Flat into whosoever hands the same may come and for the benefit of the Estate and every part thereof THE LESSEE HEREBY COVENANTS with the Council and with the Lessees and occupants of the other flats in the Block that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions and regulations set forth in Part I and Part II of the Third Schedule hereto and such other restrictions and regulations as the Council may from time to time impose in writing and with the Council and with the Lessees and occupiers of the other flats on the Estate that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions set forth in Part II of the Third Schedule hereto and such other restrictions and regulations as the Council may from time to time impose in writing-

3. THE LESSEE HEREBY COVENANTS with the Council and as separate covenants severally with the lessees of the other flats in the Block as follows:

(a) To pay to the Council or to such person as the Council shall direct in writing all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Flat or the owner or occupier thereof and in the event of any such matters being assessed charged or imposed in respect of premises of which the Flat forms part to pay the proper proportion of them attributable to the Flat-

(b) Subject to the provisions of Clause 5 to pay a service charge ("Service Charge") consisting of:

(i) the Fourth Schedule percentage of the costs and expenses and outgoings of the Council from the date of the Notice given by the Council under Section 125 of the Act in complying with its obligations under paragraphs 2, 3, 4 and 5 of the Fourth Schedule hereto and

(ii) the Fourth Schedule percentage of the costs, expenses and outgoings of the Council from the

date hereof in complying with its obligations under paragraphs 1 of the Fourth Schedule hereto (iii) the Fifth Schedule percentage of the costs, expenses and outgoings of the Council from the date of the Notice given by the Council under Section 125 of the Act in complying with its obligations under the Fifth Schedule hereto-

- (c) Not to make any structural alterations or structural additions to the Flat nor to remove any of the Landlord's fixtures and fittings-
- (d) To pay all costs charges and expenses (including solicitors' costs and surveyors' fees) reasonably incurred by the Council for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court
- (e) Forthwith after service upon the Lessee of any notice affecting the Flat served by any competent authority (other than the Council) to deliver a true copy thereof to the Council and if so required by the Council to join the Council in making such representations to any such authority concerning such proposals as the Council may consider desirable and to join with the Council in any appeal against any order or direction affecting the Flat as the Council may consider desirable
- (f) Within one calendar month after the date of any assignment mortgage legal charge or permitted underlease or other instrument effecting a devolution of title to this Lease or the Flat or any part thereof to give notice thereof to the Council's Solicitor for the purpose of registration and for such registration to pay the Council's Solicitor's reasonable charges in respect of each notice of such document or instrument so given such charges being not less than £30 for each such notice
- (g) To permit the Council by its agents officers servants workmen and others at all reasonable times in the day to enter upon the Flat upon giving prior notice in writing

to examine the state and condition thereof

- (h) At the expiration or sooner determination of the said term quietly to yield up to the Council the Flat together with any additions and improvements and all fixtures of every kind in the Flat except tenants fixtures
- (i) To keep the Flat in good and tenantable repair and condition and to make good all damage occasioned whether to the Flat or to any other part of the Block caused by a stopping up bursting leakage or overflow of water or any other substance in or from the Flat or any part thereof-
- (j) To make good all defects decays and wants of repair of which notice in writing shall be given by the Council to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice-
- (k) To pay all reasonable costs charges and expenses incurred by the Council in abating a nuisance which may exist or emanate from the Flat and executing all such works as may be necessary for abating such nuisance and for complying with any notice served by a competent authority-
- (l) Not to store nor bring upon the Flat or into the Block any articles whatsoever of a specially combustible or inflammable nature and not to do nor permit to be done in the Block or any part thereof any act or omission by reason of or in consequence of which any increased or extra premium may become payable or by virtue of which the insurance of the Block may become void or voidable-
- (m) To pay on demand the amount specified in the Sixth Schedule hereto if there is a disposal as defined in the Sixth Schedule before the Discount Expiry Date but if there is more than one disposal then only on the first of them-
- (n) To observe and perform the restrictions covenants and stipulations mentioned in any of the Entries of the Charges Register of the Title above referred to so far as the same relate to the Flat and are still subsisting and



capable of taking effect and to indemnify and keep indemnified the Council from and against all actions claims costs and demands arising from any future breach or non-observance-

- (o) Not to do nor suffer to be done anything which might hinder or prevent free access with or without vehicles to the entrance of the Block and not to obstruct any passages footpaths or common parts of the Estate-
- (p) Not to erect nor cause nor permit to be erected upon any exterior part of the Block any satellite dish or other apparatus for receiving wireless telegraphic or other signals and not to cause nor permit any such apparatus to project wholly or in part from the interior of the flat-
- (q) To keep all the floors of the Flat including the passages thereof substantially covered with material suitable for substantially reducing the transmission of noise-
- (r) To permit the Council its lessees and its or their surveyors or duly authorised agents with or without workmen to enter upon the Flat in exercise of the rights contained in the Second Schedule hereto the person entering making good all damage occasioned thereby-

4. THE COUNCIL HEREBY COVENANTS with the Lessee as follows:-

- (a) That the Lessee paying the rents hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said term without any lawful interruption or disturbance from or by the Council or any person or persons rightfully claiming under or in trust for it-
- (b) To carry out and effect its obligations under the Fourth and Fifth Schedules-
- (c) To require every person to whom it shall hereafter grant a lease of a Flat in the Block or on the Estate to covenant with the Council to observe the restrictions

and regulations set out in Part II of the Third Schedule hereto and other substantially the same restrictions regulations covenants and conditions as those set out herein insofar as they relate to the use maintenance and enjoyment of the Estate and at any time before the lease of any flat in the Block or on the Estate has been executed or otherwise during which the Council retains or has possession or the right to possession of any flat in the Block or on the Estate (whether or not the same shall have been let to a Council tenant) to make such payments and observe and perform such obligations in respect of the Block and the Estate as a lessee thereof would be liable to perform and observe if such flat were so let in the form of this lease-

- (d) To require every person to whom they shall hereafter grant a lease of a flat in the Block to covenant with the Council to observe substantially the same restrictions regulations covenants and conditions as set out herein and at any time before the lease of any flat in the Block has been executed or otherwise during which the Council retains or has possession or the right to possession of any flat in the Block (whether or not the same shall have been let to a Council tenant) to make such payments and observe and perform such obligations in respect of such flat as a lessee thereof would be liable to observe and perform if such flat had been so let in the form of this lease-
- (e) If so required by the Lessee to enforce the restrictions regulations covenants and conditions on the part of the lessee of any other flat in the Block on the Lessee's indemnifying the Council against all reasonable costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council may reasonably require-
- (f) If so required by the Lessee to enforce the covenants restrictions and regulations set out in Part II of the Third Schedule hereto and other restrictions

regulations covenants and conditions on the part of the lessee of any flat on the Estate relating to the use maintenance and enjoyment of the Estate on the lessee indemnifying the Council against all reasonable costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council may reasonably require-

- (g) To implement the provisions of paragraphs 18 and 19 of Part III of the Sixth Schedule to the Act insofar as the collection of Service Charges is concerned-

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED BETWEEN the parties hereto:

- (i) that if the covenants on the part of the Lessee herein contained shall not be performed or observed then in such case it shall be lawful for the Council at any time thereafter to re-enter upon the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein -
- (ii) (a) that the expression "the Council" shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term granted by this lease-
- (b) that the expression "the Lessee" shall where the context so admits include his her or their successors in title and that where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally-
- (iii) that the liability arising under the covenant in Clause 3(m) hereof shall be a charge on the Flat in accordance with the Act-
- (iv) that the payment of the Service Charge shall be subject to the following terms and conditions and for the purposes of this sub-clause the following expressions

shall have the following meanings ascribed to them-

Expression	Meaning
"Financial Year"	The period from the first day of April in one year to the thirty first day of March in the following year or such other annual period as the Council may in its absolute discretion from time to time determine-
"Expenses Outgoings Other Heads of Expenditure"	The expenses and outgoings disbursed incurred and or made as a result of the Council's obligations under the provisions of Clause 4(b) hereof and more particularly described in the Fourth and Fifth Schedules hereto and also such reasonable part of these expenses and outgoings which are of a periodically recurring nature (whether or not recurring by regular periods) whenever disbursed incurred or made including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council or their Agents may in their absolute discretion allocate to the Financial Year in question as being both fair and reasonable in the circumstances-
"Certificate"	A certificate signed by a person who is either a member of the Chartered Institute of Public Finance and Accountancy or the Institute of Chartered Accountants and who is duly authorised to sign the Certificate by the Council certifying the amount of the Service Charge for the Financial Year to which it relates containing a fair Summary and details of the Expenses Outgoings and Other Heads of Expenditure for that Financial Year specifying under which Schedule hereto the Council purports to recharge each item which makes up the Expenses Outgoings and Other Heads of Expenditure-
"Estimated Charge"	An estimate of the amount of the Expenses Outgoings and other Heads of Expenditure for the Financial Year in question which the Council or its Agents may in its or their absolute discretion determine as being a fair and reasonable projection for the Financial Year-
(a)	The Certificate shall be conclusive

evidence for the purposes hereof of the matters which it purports to certify-

(b) On the first day of October next following the date of this lease the Council shall send to the Lessee a written statement setting out therein the amount of the Estimated Charge for the then current Financial Year and shall (if the Council's Notice under Section 125 of the Act was given more than six months before that date) send also to the Lessee the Certificate for the Financial Year during which the said Notice was given with the Service Charge apportioned for the period from the date on which the Notice was given to the end of that Financial Year and the Certificate for any intervening Financial Year and the Council shall on each succeeding first day of October send to the Lessee a written statement setting out therein the amount of the Estimated Charge for the then current financial Year together with the Certificate for the preceding Financial year-

(c) The Certificate shall give credit for the amount of the Estimated Charge in respect of the Financial Year to which the Certificate refers which may have been previously paid by the Lessee and if the amount of this Estimated Charge shall exceed the amount referred to in the Certificate then due credit for the amount by which it so exceeds shall be given to the Lessee in respect of the Estimated Charge for the following Financial Year contained in the written statement referred to in (b) above and the Lessee shall pay to the Council the amount

of the Estimated Charge as contained in the written statement together with the amount shown in the Certificate as being due (if any) within 14 days of receipt by the Lessee of the Certificate and the written statement-

(d) If the Lessee shall not have paid to the Council any sums of money due under Clause 3 and/or Clause 6 within 14 days of the same having been demanded then the Council shall be entitled to charge interest thereon at the rate of 6% above the Base Rate for the time being of Barclays Bank PLC from the date of demand until the sum of money shall actually be paid to the Council and this interest shall then become due and payable by the Lessee forthwith-

(e) If in the reasonable opinion of the Council it should become equitable to do so by virtue of any of the flats in the Block or on the Estate ceasing to exist or additional flats coming into existence then the Council shall be entitled to recalculate the percentage contributions appropriate to the flats in the Block or on the Estate (as appropriate) including the Flat on an equitable basis and shall notify the Lessee in writing accordingly and in that event then from the date of that notice the new percentage so notified shall be substituted for the figure or figures referred to in Clause 3 hereof and all references herein to the percentage of the Service Charge payable by the Lessee shall be construed as references to that new percentage PROVIDED THAT the Council shall take into account any insurance monies

received in respect of any insurance against loss of Service Charge when considering whether to vary the percentages-

- (v) (a) If the whole or any part of the Flat is destroyed or damaged by fire or other risks covered by the Council's insurance of the Block so as to be unfit for residential occupation then (unless the insurance monies are irrecoverable by reason of any act or omission of the Lessee) the Service Charge payable under this Lease or a fair proportion of it according to the nature of the destruction or damage sustained shall cease to be payable until the Flat or the part of the Flat which was destroyed or damaged is again fit for use such abatement to be in full satisfaction of all claims for damage by the Lessee against the Council arising out of such destruction or damage-
- (b) Any dispute as to the amount of any abatement under this sub-clause shall be referred to a person appointed by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert and not as an arbitrator-
- (vi) Nothing herein contained and no consent given hereunder shall be deemed to be a consent or approval of the Council in any capacity other than as landlord of the Flat-
- (vii) The Council may at any time or times during the term hereby granted in the interest of good estate management impose such reasonable additional restrictions and regulations of general application relating to the Block or the Estate generally as they may in their absolute discretion think fit in addition to or in place of the restrictions and regulations set out in the Third Schedule hereto and the said additional restrictions and regulations shall take effect from the date that written notice of the same shall be served

upon the lessee by the Council-

- (viii) That it is the intention and the Lessee accepts the grant of this lease upon the express understanding that each lessee of a flat in the Block or on the Estate is to have the benefit of the restrictions regulations covenants and conditions binding on all other lessees of flats in the Block or the Estate whether such flats were let before or after the date of the lease to any such lessee by the Council-
- (ix) That nothing in this Lease shall prevent the Council:-
  - (i) removing from or adding to the area comprised in the Estate-
  - (ii) removing terminating varying amending or altering the Facilities or any other areas services or facilities which may from time to time be available to residents on the Estate-
  - (iii) removing adding or altering the position of any estate roads on the Estate-

6. IT IS HEREBY AGREED BETWEEN THE PARTIES:

- (1) This clause shall not have effect unless it is stated in the Particulars that this clause shall have effect-
- (2) (a) (i) In this clause the term "Heating Supply" shall mean either:
  - (aa) a good sufficient and constant supply of hot water to the Flat; or
  - (bb) adequate space heating to the Flat between 1st October and 1st April in each year (or such other dates as shall be exclusively determined by the Council at its sole discretion); or
  - (cc) both (aa) and (bb) above as specified in the Particulars-
- (ii) In this clause the term "Heating Equipment" shall mean the pipes wires cables thermostats conduits radiators valves taps conductive media and other equipment and apparatus (including those parts inside the Flat) and the boilers



and boiler houses (if appropriate) installed by the Council for the purpose of providing a Heating Supply to the Flat-

- (b) In pursuance of the statutory powers conferred on the Council the Council will provide (subject as hereinafter provided) and the Lessee will accept from the date hereof a Heating Supply on the terms and conditions as set out in this clause-
- (c) The Lessee hereby covenants to pay to the Council the charges for the Heating Supply which shall initially be the sum specified in the Particulars and which shall be payable by the Lessee in advance weekly every Monday PROVIDED THAT this charge may be increased or decreased to a figure specified in a written notice given by the Council to the Lessee one month prior to the date on which the increase or decrease shall take effect-
- (d) The Lessee hereby covenants with the Council:-
- (i) to ensure that there is no waste of the Heating Supply whether due to the act neglect or default of the Lessee or his servants agents contractors or otherwise-
  - (ii) to comply with all Acts of Parliament and rules orders regulations and byelaws whether made or enacted by the Council or by the National Rivers Authority or by the relevant water undertaker or sewerage undertaker and whether governing the supply of water or heat or preventing the waste undue consumption misuse or contamination of water-
  - (iii) not to interfere with the Heating Equipment or any part or parts thereof-
- (e) The Lessee acknowledges that the Heating Supply may be cut off interrupted or suspended by the Council in the event of:
- (i) mechanical breakdown-
  - (ii) failure of the supply of fuel-
  - (iii) failure of the water undertaker in supplying water required for the transmission or distribution of heat-

- (iv) any interruption to the Heating Equipment from drought frost or otherwise-
  - (v) any repairs or alterations being made to the Heating Equipment-
  - (vi) any interference by the Lessee with the Heating Equipment-
  - (vii) any other cause (whether ejusdem generis or not) beyond the control of the Council-
- (f) The times of day and the temperature and pressure at which the system providing the Heating Supply is operated shall be at the sole discretion of the Council and the Council may vary such times of day and temperature and pressure or any of them from time to time without individual notice to the Lessee-
- (g) The Council shall not be responsible for any damage or loss which the Lessee may sustain directly or indirectly by reason of any cutting off interruption or suspension of the Heating Supply or any excess or deficiency of pressure or temperature or any breakdown of or accident to or failure of the Heating Equipment or by reason of any repairs being carried out thereto or by reason of any act or default of any servant or agent of the Council the Lessee or his servants or agents or any third party-
- (h) The Heating Equipment (which shall at all times be and remain the property of the Council) shall be fixed and maintained by the Council at the sole risk of the Lessee. The Lessee shall not remove alter or in any way interfere with the same or any part or parts thereof and shall keep the Council indemnified against all claims for or in respect of any injury suffered in the Flat or any neighbouring or adjoining premises the Council making good all damage occasioned thereby-
- (i) Without prejudice to the Council's other rights or remedies in the event of a breach of this clause by the Lessee, the obligations of the parties under this Clause shall remain in full force and effect until such time as they are terminated:
- (a) forthwith by notice by the Council following

any breach by the Lessee of the provisions of this Clause or this lease; or

- (b) upon the Council giving to the Lessee one month's written notice at any time-
- (j) Without prejudice to any of the Council's other rights or remedies at law or at equity in the event of breach by the Lessee of this lease, if the obligations of the parties under this clause are terminated the Lessee shall forthwith pay to the Council the charges due for the Heating Supply provided up to the date of such termination and shall on demand notwithstanding the termination pay to the Council all costs incurred by the Council in making good any damage caused by the Lessee to the Heating Equipment-

7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the Certificate of Value Consideration Two Hundred and Fifty Thousand Pounds (£250,000) -

8. IT IS CERTIFIED that there is no Agreement for Lease to which this Lease gives effect-

IN WITNESS whereof the Council has set its Common Seal and the Lessee has hereunto set his hand the day and year first before written-

#### THE FIRST SCHEDULE

##### Easements rights and privileges included in the Lease

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night and for all purposes in connection with the use and enjoyment of the Flat to go pass and repass over and along the forecourt and through and along the main entrances of the Block and the Estate

and the passages landings staircases and lifts (if any) leading to the Flat including those areas (if any) edged in blue on Plan No 2-

2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Block-
3. The free and uninterrupted passage and running of water soil gas electricity or other piped fuel from and to the Flat through the drains watercourses cables pipes wires or other conduction media which now are or may at any time hereafter be in under or passing through the Estate or any part thereof-
4. The right to the use and maintenance of cables or other installations for the supply of electricity for telephone or for the receipt directly or by landline of visual or other wireless transmissions which are now or may at any time hereafter be in under or passing through the Estate or any part thereof-
5. The right for the Lessee with servants workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter into and upon other parts of the Estate for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires in place thereof causing as little disturbance as possible and making good any damage so caused-
6. The right for the Lessee with servants workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter into and upon other parts of the Block for the purpose of repairing maintaining renewing altering or rebuilding the Flat or any part of the Block giving subjacent or lateral support shelter or protection to the Flat-

7. The benefit of the restrictions contained in the leases of the other flats comprised in the Estate granted or to be granted-
8. The right to the access of light and air to the Flat-
9. The right to the use of such of the Facilities (if any) as are from time to time made available by the Council to the Lessee-
10. A right of way at all times over such of the roads forming part of the Estate giving access to the Flat as are made available from time to time by the Council to the Lessee-

THE SECOND SCHEDULE

There is reserved out of this lease to the Council and to the owners and occupiers of the other flats in the Block and on the Estate -

1. To the owners and occupiers of the other flats comprised in the Block easements rights and privileges over along and through the Flat equivalent to those set forth in paragraphs 2 and 6 of the First Schedule to this Lease-
2. To the owners and occupiers of the other dwellings comprised in the Estate easements rights and privileges over along and through the Flat equivalent to those set forth in paragraphs 3 4 and 5 of the First Schedule to this Lease-
3. Full right and liberty for the Council their lessees and their surveyors or agents with or without workmen and others at all reasonable times on reasonable written notice (except in case of emergency) to enter upon the Flat for the purposes of carrying out all their covenants conditions and obligations under the terms hereof or of the leases of their respective flats-

THE THIRD SCHEDULE

PART I

Restrictions imposed in respect of the Flat  
as part of the Block

1. Not to use the Flat nor permit the same to be used for any purpose other than as a private dwellinghouse-
2. (a) Not to use the Flat for any illegal or immoral purpose-
- (b) Not to commit nor suffer to be committed in the Flat or in other areas which comprise part of the Block or the Estate any acts or omissions which cause or could cause a nuisance, annoyance, inconvenience or disturbance to other owners and occupiers of other flats in the Block or on the Estate or which amount to racial, religious, ethnic, cultural, sexual or other form of harassment of such other owners and occupiers-  
"Harassment" includes but is not limited to:
  - (a) violence or threat of violence towards any person;
  - (b) abusive or insulting words or behaviour;
  - (c) damage or threats of damage to property belonging to another person including damage to any part of a person's home;
  - (d) writing threatening, abusive or insulting graffiti;
  - (e) any act or omission calculated to interfere with the peace or comfort of any other person or to inconvenience such person-
3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Flat-

4. Not to play any gramophone wireless loudspeaker or mechanical or other musical instrument of any kind nor to practice any singing in the Flat so as to cause annoyance to the owners and occupiers of the other flats in the Block-
5. Not to keep any animal in the Flat without the written consent of the Council which consent may be revoked at the reasonable discretion of the Council-
6. To clean the stairways passageways balconies and other areas in the vicinity of the Flat used in common with the owners and occupiers of other flats in the Block if and so often as they may be directed in writing so to do by the Council-
7. (a) Not to bring into the flat or into the block liquid petroleum gas or use or keep or permit to be used or kept in the flat or in the block liquid petroleum gas other than in disposable cylinders (including aerosols) which comply with the current British Standard for disposable cylinders and which have a maximum capacity of one litre and in any event limited to such number of cylinders as is reasonably required for domestic use-  
  
(b) Not to store nor permit to be stored in the Flat or on the Estate any quantities of inflammable materials liquids gases or other harmful noxious or offensive substances other than may be reasonably required for domestic use-
8. Not to obstruct nor permit to be obstructed any of the entrances halls stairways passages balconies rubbish chutes lifts or fire escapes used in common with the owners or occupiers of any of the dwellings in the Block-
9. If the Flat has a balcony or roof garden not to place any excessive weight on the balcony or roof garden so

as to cause damage to the structure of the Block and not to allow any water to percolate from the balcony or roof garden to any parts of the Block underneath-

10. Not to alter the external appearance of the Flat in any way-
11. Not to erect any security grille over or across the front door or any other external door of the Flat without the prior written consent of the Council-
12. If the Flat has a Garden to use it only for the purposes of a garden and to keep the same in a neat and tidy condition free from weed-
13. If the Flat has a Store Area to use it only for storage purposes but not to use the same for the storage of noxious or offensive substances-
14. If the Flat has a Bin Store to use it only for keeping household refuse in one closed receptacle-
15. If the Flat has a Garage to use it only for the purpose of parking therein a private vehicle-

#### PART II

#### Restrictions imposed in respect of the Flat as part of the Estate

16. Not to use the Flat nor permit the same to be used for any purpose from which a nuisance can arise to the owners and occupiers of the other dwellings comprised in the Estate-
17. Not to park any vehicle on any part of the Estate other than a private motorcar or similar sized vehicle except on a parking area approved by the Council and



not to obstruct nor permit to be obstructed any of the common access ways or roadways on the Estate-

18. To use the common amenity areas on the Estate for the purposes of recreation only-

THE FOURTH SCHEDULE

Council's Obligations in respect of the Block

1. To insure and keep insured the Block against loss or damage by fire and such other risks as are usually covered by a comprehensive policy of insurance in the full reinstatement value thereof (including Architects and Surveyors fees) in the name of the Council with the interest of the Lessee the lessees of the other flats in the Block and their mortgagees noted thereon in an insurance office of repute and whenever required to produce to the Lessee a copy of or a suitable extract from the policy or policies of such insurance and written confirmation that the last premium has been paid and in the event of any part of the Block (including any common parts) being destroyed or damaged by fire or other insured risk as soon as reasonably practicable lay out the insurance monies in the repair rebuilding or reinstatement of the Block-
  
2. Subject to the terms of paragraph 6 of the Third Schedule hereto at all times during the term well and substantially to repair cleanse uphold support and maintain the exterior of the Block and the communal television aerials door entry systems fences walls and the entrance ways paths lifts staircases main walls party walls roof foundations and all structural parts thereof respectively including but without prejudice to the generality of the foregoing all those parts used in common with lessees of other flats in the Block and all drains watercourses sewers pipes water pipes gas pipes electric wiring gutters down pipes and other conduction media belonging thereto respectively

with all necessary reparations and amendments whatsoever and to light the passages landings lifts balconies staircases and other communal parts of the Block-

3. To repair and maintain the exterior of the window frames window sashes and balcony or patio doors and of the frames thereof (if any) of the Flat and as often as may be necessary to replace the whole or part of the window frames window sashes window furniture and balcony or patio doors and frames and furniture thereof (if any)-
4. As often as may reasonably be required to paint with two coats of good quality paint suitable for outside use and to decorate all the outside wood iron and other parts of the Block which are usually or ought to be painted or decorated and also to decorate those parts of the interior of the Block which are used in common with the lessees or occupiers of the other flats in a workmanlike manner-
5. To do such things as the Council may decide are necessary to ensure the efficient maintenance administration or security of the Block including but without prejudice to the generality of the foregoing installing door entry systems employing caretakers porters and other staff and providing for pensions annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependents and providing accommodation for the use of staff employed by the Council to carry out its obligations under this Schedule and to repair maintain and decorate any such accommodation and to pay any outgoings in respect thereof-

#### THE FIFTH SCHEDULE

#### Obligations in respect of the Estate

1. To repair cleanse and maintain the landscaped

areas driveways car parking spaces and play areas used in common with the owners and occupiers of the other dwellings on the Estate-

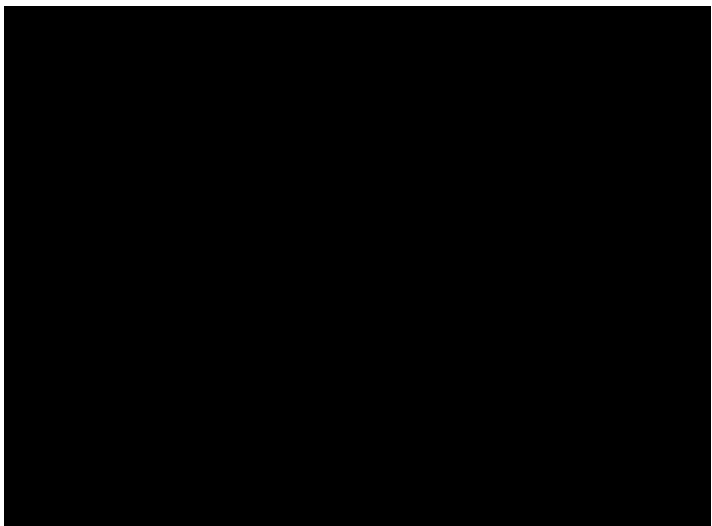
2. To do such things as the Council may decide are necessary to ensure the efficient maintenance administration and security of the Estate including but without prejudice to the generality of the foregoing employing staff and providing for pensions annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependants and providing accommodation for the use of staff employed by the Council and to carry out its obligations under this Schedule and to repair maintain and decorate any such accommodation and to pay any outgoings in respect thereof-

THE SIXTH SCHEDULE

Discount

1. The amount payable under Clause 3(m) hereof shall be an amount equal to the Discount reduced by one third of the Discount for each complete year which elapses from the date hereof-
2. A disposal shall mean any transfer or grant of an underlease for more than twenty-one years otherwise than at a rack rent and not being a mortgage term or any option enabling any person to carry out such a disposal and not being an exempted disposal as defined in Section 160 of the Act-

SIGNED AND DELIVERED AS A DEED  
by the LESSEE  
in the presence of:



# 1.2 Directions



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : LON/00BJ/LDC/2024/0174

**Properties** : **Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth**

**Applicant** : **The Mayor and Burgesses of the London Borough of Wandsworth**

**Representative** : **The South London Legal Partnership (Ref: L/AGB/2616/25688)**

**Respondents** : **Various Leaseholders affected by electricity contract, London Borough of Wandsworth**

**Type of application** : **To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services**

**Legal Officer** : **Emmanuel Okolo**

**Date of directions** : **17 July 2024**

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**

### **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:

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<sup>1</sup> See the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)

- Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 29 November 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.
2. Those leaseholders who oppose the application must by **18 September 2024**:
- Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **09 October 2024**:
- Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;

- Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
- Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read:” "BUNDLE FOR PAPER DETERMINATION: [case reference number]”.

## Decision

4. The tribunal will decide the application during the seven days commencing **21 October 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on **a date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a “skeleton argument”) **three days** before the date of the listed hearing.
  - A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
  - Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
  - Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
  - **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
    - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal’s case officer**.
    - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:



- (a) the matters set out in paragraph 7 of the Guidance Note, **and**
- (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

- 7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
- 8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

### **Applications**

- 9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

### **Non-Compliance with Directions**

- 10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").
- 11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)

**Date:** 17 July 2024

### **Attached: Reply Form for Leaseholders**

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

## **1.3 Amended Directions**



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

<b>Case reference</b>	:	<b>LON/00BJ/LDC/2024/0174</b>
<b>Properties</b>	:	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>
<b>Applicant</b>	:	<b>The Mayor and Burgesses of the London Borough of Wandsworth</b>
<b>Representative</b>	:	<b>The South London Legal Partnership (Ref: L/AGB/2616/25688)</b>
<b>Respondents</b>	:	<b>Various Leaseholders affected by electricity contract, London Borough of Wandsworth</b>
<b>Type of application</b>	:	<b>To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services</b>
<b>Legal Officer</b>	:	<b>Emmanuel Okolo</b>
<b>Date of directions</b>	:	<b>17 July 2024</b>
<b>Amended directions</b>	:	<b>Judge B MacQueen 1 August 2024</b>

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the

same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**
- (F) The Tribunal made directions on 17 July 2024 listing the matter for determination during the seven days commencing 21 October 2024, based on the documents submitted to the Tribunal, unless any party requested an oral hearing. On 29 July 2024, the Tribunal received a request from the Applicant for the date the Tribunal makes its determination to be before 30

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<sup>1</sup> See the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)

September 2024. This is because they say that the current framework agreement comes to an end on 30 September 2024 and so unless the decision is made before that date the Applicant will have to seek retrospective dispensation.

- (G) The Tribunal has considered this request and whilst it is not prepared to amend the directions to shorten the time that leaseholders who oppose the application have to reply, the Tribunal is prepared to shorten the time that the Applicant has to prepare its final bundle and so enabling the date of determination to be brought forward to the week of 23 September 2024.
- (H) In making these amended directions (shown below in red), the Tribunal is satisfied that there is no prejudice to the Respondents as the amended directions have no impact on the time afforded to them to make representations to the Tribunal.

## **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:
  - Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions **and amended directions of 1 August 2024** will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions **and amended directions dated 1 August 2024** they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after ~~29 November 2024~~ **23 October 2024**.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.

2. Those leaseholders who oppose the application must by **18 September 2024**:
  - Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **20 September 2024** ~~09 October 2024~~:
  - Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;
  - Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
  - Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read:” "BUNDLE FOR PAPER DETERMINATION: [case reference number]”.

## Decision

4. The tribunal will decide the application during the seven days commencing ~~21 October 2024~~ **23 September 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on **a date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a “skeleton argument”) **three days** before the date of the listed hearing.

- A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
- Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
- Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
- **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
  - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal's case officer.**
  - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:
    - (a) the matters set out in paragraph 7 of the Guidance Note, **and**
    - (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

## Applications

9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>



## **Non-Compliance with Directions**

10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”).
11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)  
Judge Bernadette MacQueen

**Date:** 17 July 2024  
1 August 2024

**Attached: Reply Form for Leaseholders**

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord's representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

## **1.4 Correspondence with Tribunal**



Court Manager  
First Tier Tribunal Property Chamber  
(Residential Property)  
10 Alfred Place  
London  
WC1E 7LR

South London Legal Partnership  
Merton Civic Centre  
London Road,  
Morden  
SM4 5DX  
DX 161030 Morden 3

Direct Line: 020 8274 5246  
My Ref: L/AGB/2616/25688  
Your Ref:

Date 14 June 2024

Dear Sir/Madam

### **Gas & Electricity Renewal - Dispensation Application 2024 (HMT5)**

Please find enclosed an application for the dispensation of consultation requirements provided for by Section 20 of the Landlord and Tenant Act 1985.

The Applicant is aware that the rules require the application to contain the names and addresses of every leaseholder who is affected by the application. Due to the large number of Leaseholders affected, when previous applications of this nature have been made by the applicant the Tribunal have required the applicant to publish a copy of the application on their website in addition to making hard copies available to any Leaseholders affected.

In the event that such publication is directed in this matter, the applicant proposes to publicise a redacted version of the list of affected Leaseholders, which contains addresses only, thereby not contravening any of the provisions of the GDPR, or compromising the safety of any of the Local Authority officers who live and work in the Borough. The applicant would be most grateful if the Tribunal could confirm that it will be satisfied with this proposed course of action within the directions which will follow.

Please quote our reference given at the head of this letter in all correspondence

**John Scarborough**

Managing Director of South London Legal Partnership

SLLP is a legal service provided by the London Boroughs of  
MERTON KINGSTON RICHMOND SUTTON WANDSWORTH

Yours faithfully

A handwritten signature in black ink, appearing to read 'Audrey Graham-Bolt', written in a cursive style.

Audrey Graham-Bolt  
for Managing Director of South London Legal Partnership

E-mail: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

**John Scarborough**

Managing Director of South London Legal Partnership

SLLP is a legal service provided by the London Boroughs of  
MERTON KINGSTON RICHMOND SUTTON WANDSWORTH

ISO 9001:2015

**Page 189 of 611**



HM Courts  
& Tribunals  
Service

**Property Chamber  
London Residential Property  
First-tier Tribunal**

10 Alfred Place, London, WC1E 7LR  
Telephone: 020 7446 7700  
Facsimile: 01264785060  
E-mail: London.RAP@justice.gov.uk  
DX: 134205 Tottenham Court Road 2

Direct Line: 020 7445 7727

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The South London Legal Partnership

Your ref: L/AGB/2616/25688

Our ref: LON/00BJ/LDC/2024/0174

Date: 26 June 2024

**By email only**

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Dear Sirs

**RE: Landlord & Tenant Act 1985 - Section 20ZA)**

**PREMISES: Leaseholders affected by electricity contract, London, SW18**

I am writing to acknowledge receipt of your recent application in respect of the above address. The application was received on 14 June 2024. This will in due course be copied to all other parties to the proceedings and possibly to others likely to be affected by the application.

The Tribunal is now requesting payment of the application fee in the sum of £110.00.

If you are a legal or property professional applying to the tribunal on behalf of a client, you can pay the application fee with your Payment by Account (PBA) number. To do so email the tribunal with your PBA number quoting our case reference given above.

If you intend to pay by online bank transfer, please refer to the below banking details. You **must** use the **precise banking reference** given below when you make your payment: if you do not do so, your payment cannot be traced by the Tribunal.

**Reference:** T236LONLDC240174A

**Bank details are**

Bank - Natwest  
Sort Code 60-70-80  
Account Number 10018832  
Account Name HMCTS Centralised.

**If payment is not received 14 days from receipt of this letter your application may be treated as having been withdrawn. This is in accordance with the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 – Rule 11.**

I would be grateful if you could email me to confirm that payment has been made within 14 days from the date of this letter, providing the Tribunal with your online payment reference number.

Attached is a copy of our service standards. Our guidance on procedure booklet can be viewed on our website: <https://www.gov.uk/housing-tribunals>. If you would prefer a hard copy, please let me know.

I will write to you again shortly.

Yours faithfully

**Stuart Tancred  
Case Officer**

## **PROPERTY CHAMBER SERVICE AND STANDARDS**

### **You are entitled**

- to courtesy and helpfulness from tribunal judges and members, and from HMCTS staff;
- to be treated without discrimination;
- to expect your case to be treated impartially and with fairness to both sides;
- to state your case in writing or at a hearing;
- to have the same documents as the other party;
- to a decision and the reasons for the decision, which will be sent to you in writing.

### **General standards**

- We aim to provide clear, straightforward information about our service, including where to go and what to do if you need help.
- If you telephone to request forms we will respond within two days.
- If you wish to inspect the register of members' interests, we will make an appointment for you to look at it at the relevant office.
- If your hearing is delayed we will keep you regularly informed.
- We will tell you about your rights to appeal.

### **Telephone standards**

- We aim to answer the telephone between the hours of 9am and 5pm, Monday to Thursday and 9am and 4.30pm on Friday.
- We will deal with the query if we can; if we cannot, we will pass you on to the appropriate person or section.
- We will tell you whom we are transferring you to.
- If we need to find papers or files, we will offer to ring you back.
- We will offer to take a message if the correct person is unavailable and ask them to call you back.

### **To help you**

- user-friendly guidance is available on our procedures and jurisdictions; these are available on our website: <https://www.gov.uk/housing-tribunals>; please note that HMCTS staff can only offer information, not legal advice, about your case;
- pro bono legal advice schemes are available in some areas, and in some types of case, we offer a mediation service.



## **Special requirements**

If you, or anyone coming to a tribunal with you, have a disability or a particular need, we can make reasonable adjustments to help you use our service. You should contact the office dealing with your case as soon as possible to discuss your requirements with them.

We can provide the following:

- Foreign language and sign language interpreters at the tribunal hearing;
- Accessible offices for people with disabilities. If necessary, we will move the location of a case in order to provide these.

If written material is required in a language other than English, or in a more accessible format (eg large print, or Braille) then a request should be made to the HMCTS office administering your case.

## **In return, we ask you**

- to give us accurate information;
- to be courteous to our staff, judges and members; please note that we do not tolerate offensive or discriminatory behaviour or language;
- to quote your case reference number on all correspondence, once your application has been made;
- if you change your address or representative, to inform us in writing immediately;
- to attend the tribunal on the day fixed for your hearing.

## **Complaints**

The leaflet [Unhappy with our service – what can you do?](#) sets out how you can complain about any aspect of our administration, and is available from the HMCTS office that is administering your case.

Any complaint concerning a judge or tribunal member will be dealt with under The Judicial Conduct (Tribunals) Rules 2014 and should be sent to the Regional Judge for the region in which your case is being dealt with, within three months of the latest event or matter complained of.

Please note that we cannot consider any complaint about a decision made by the Tribunal, since this can only be dealt with by way of a formal appeal to the Upper Tribunal.





HM Courts  
& Tribunals  
Service

**Property Chamber  
London Residential Property  
First-tier Tribunal**

10 Alfred Place, London, WC1E 7LR

Telephone: 020 7446 7700

Facsimile: 01264785060

E-mail: London.RAP@justice.gov.uk

DX: 134205 Tottenham Court Road 2

Direct Line: 020 7445 7727

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The South London Legal Partnership

Your ref: L/AGB/2616/25688

Our ref: LON/00BJ/LDC/2024/0174

Date: 17 July 2024

**By email only**

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Dear Sirs

**RE: Landlord & Tenant Act 1985 - Section 20ZA)**

**PREMISES: Leaseholders affected by electricity contract, London, SW18**

Further to previous correspondence, I am writing to confirm that the above application will be dealt with on consideration of the documents and without an oral hearing.

The Tribunal has issued the enclosed Directions which detail the procedures and timetable to be adopted by all parties before the case is determined.

Yours faithfully

**Mr Stuart Tancred  
Case Officer**



Court Manager  
First Tier Tribunal Property Chamber  
(Residential Property)  
10 Alfred Place  
London  
WC1E 7LR

South London Legal Partnership  
Merton Civic Centre  
London Road,  
Morden  
SM4 5DX  
DX 161030 Morden 3

Direct Line: 020 8274 5246  
My Ref: L/AGB/2616/25688  
Your Ref: LON/00BJ/LDC/2024/0174

Date: 29th July 2024

Dear Sir/Madam

**Dispensation Application**  
**LON/00BJ/LDC/2024/0174**

I write further to receipt of the directions of the tribunal in this matter and note that the decision of the Tribunal is not due to be delivered until during the seven days commencing 21 October 2024.

I am writing to request that the tribunal vary the directions in order to bring the date of decision forward. The Local Authority's position is that if a decision is not made before 30<sup>th</sup> September 2024 which is when the current framework agreement comes to an end, a further application will have to be made to seek retrospective dispensation. This will result in an increase in costs and will of course involve further use of Tribunal time and resources.

The Local Authority understands that the onus is upon them to make the requisite application in good time, but it would be obliged if it could consider the above request as soon as possible.

Please quote our reference given at the head of this letter in all correspondence

Yours faithfully

A handwritten signature in black ink, appearing to read 'Audrey Graham-Bolt', written in a cursive style.

Audrey Graham-Bolt

John Scarborough  
Managing Director of South London Legal Partnership

SLLP is a legal service provided by the London Boroughs of  
MERTON KINGSTON RICHMOND SUTTON WANDSWORTH

for Managing Director of South London Legal Partnership

E-mail: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

**John Scarborough**

Managing Director of South London Legal Partnership

SLLP is a legal service provided by the London Boroughs of  
MERTON KINGSTON RICHMOND SUTTON WANDSWORTH

# **1.5 Correspondence with Leaseholders**



## Wandsworth Council

Housing & Regeneration Department  
Town Hall  
Wandsworth High Street  
London SW18 2PU

Please ask for/reply to:  
Telephone: 020 8871 6000  
Direct Line: 020 8871 8497/8465/8498/8499  
Email:  
James.Clarke@richmondandwandsworth.gov.uk  
Web: [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)  
Our ref: HRD/LS/JC/Dispensation2024  
Date: 12<sup>th</sup> August 2024

### The Leaseholder(s)

Add 1

Add 2

Add 3

Post Code

Dear Leaseholder,

### **Notice of Application by Wandsworth Borough Council to the First Tier Tribunal Property Chamber (Residential Property) for Dispensation of all or any of the Consultation Requirements contained in S.20 of the Landlord and Tenant Act 1985, in respect of the renewal of procurement contracts for the supply of Gas and Electricity.**

**Case Reference: - LON/00BJ/LDC/2024/0174**

Wandsworth Council have applied to the First Tier Tribunal Property Chamber (Residential Property) for permission to dispense with the consultation requirements under Section 20 Landlord and Tenant Act 1985 concerning the renewal of the procurement contract for the supply of and electricity that power communal facilities.

As directed by the Tribunal a copy of the Application, supporting documents, Directions and amended directions issued in this matter have been published on the Council website at <http://www.wandsworth.gov.uk/housing/dispensation2024>. Should you wish to respond to the application **please do so by 4<sup>th</sup> September 2024**.

Alternatively, an electronic or 'hard' copy of the Application, supporting documents, Directions and amended directions are available and a copy can be sent to you by email or via the Royal Mail postal service should you require. If you would like to receive a copy, please contact me by email or telephone at the address set out above.

As the application progresses, additional documents will be added to the Council website. The Tribunal's final decision is likely to be uploaded on the website on/or after 23 October 2024.

Any leaseholder wishing to oppose this application must complete the reply form attached to the Directions and send by email to the Tribunal at [LondonRAP@justice.co.uk](mailto:LondonRAP@justice.co.uk) by **18<sup>th</sup> September 2024**. In addition, a statement in response to the application with any supporting documents and a copy of the reply form must also be sent to the Council/its representative in this matter by email to [audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk) or by post to South London Legal Partnership, Gifford House, 67c St Helier Avenue, Morden, SM4 6HY (DX161030 Morden 3).

The Tribunal will determine this application during the seven days commencing **23<sup>rd</sup> September 2024**. However, any party may make a request to the Tribunal that a hearing should be held, and any such request must be made as soon as possible.

## Information on the contract and application

As you are aware the council is responsible for providing lighting in the communal areas of the block/estate grounds and your block may benefit from a lift or door entry system. A percentage of the cost of the electricity used to power these services is recovered from leaseholders by way of the annual service charge.

In addition, your property might benefit from a communal heating system and you pay the Council for the cost of the gas used to provide that heating as part of the heating and hot water charge.

The council needs to renew the contract under which it buys the electricity used to power these services but because the agreement is for more than one year, the consultation regulations state that we must serve two consultation notices allowing a 30-day consultation period at each stage with details of the anticipated cost.

The Tribunal has previously granted the Council dispensation and the Council entered into a framework agreement for the supply of gas and electricity. The current framework term for both Gas and Electricity flexible arrangements ends on the 30<sup>th</sup> September 2024 and must be renewed for the period 1<sup>st</sup> October 2024 to 30 September 2028.

The price of electricity is volatile, and prices change on a daily basis so any notice that the council serves would be invalid as the prices would have changed after the letter has been sent.

Therefore, this application has been made asking the tribunal for permission to dispense with the consultation requirements in respect of only this contract which would enable the council to renew the agreement that it is already party to and continue purchasing electricity (and gas for only properties in the Borough which benefit from a communal boiler system) as it does now.

Please Note:

- If you have a general query not related to this application, please contact the council switchboard on 0208 8871 6000 or by email to [hms@richmondandwandsworth.gov.uk](mailto:hms@richmondandwandsworth.gov.uk)

Yours sincerely



**Mr James Clarke**  
Consultation Officer





## Wandsworth Council

Housing & Regeneration Department  
Town Hall  
Wandsworth High Street  
London SW18 2PU

### The Leaseholder(s)

Add 1

Add 2

Add 3

Post Code

Please ask for/reply to: Mr J Clarke  
Telephone: 020 8871 6000  
Direct Line: 020 8871 8497/8465/8498/8499  
Email:  
James.Clarke@richmondandwandsworth.gov.uk  
Web: www.wandsworth.gov.uk

Our ref: H/LP/JC/Dispensation2024

Your ref:

Date: 16 August 2024

Dear Leaseholder(s),

**Notice of Application by Wandsworth Borough Council to the First Tier Tribunal Property Chamber (Residential Property) for Dispensation of all or any of the Consultation Requirements contained in S.20 of the Landlord and Tenant Act 1985, in respect of the renewal of procurement contracts for the supply of Gas and Electricity.**

**Case Reference: - LON/00BJ/LDC/2024/0174**

Following the identification of an error in the email addresses provided in my previous letter dated 12<sup>th</sup> August 2024 concerning the above, we are writing to all leaseholders to clarify the correct email addresses to be used in the case of objections.

Any leaseholder objecting to this application must complete the form attached to the Directions and send by email to the Tribunal at [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) by **18th September 2024**.

In addition, a copy of the completed objection form together with any supporting statement and documents must also be sent to the Council's representative in this matter by email to [audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk) or by post to South London Legal Partnership, Gifford House, 67c St Helier Avenue, Morden, SM4 6HY (DX161030 Morden 3).

Yours sincerely

**James Clarke**  
Consultation Officer

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Executive Director of Housing and Regeneration: Brian Reilly

# **1.6 Witness Statement of Jamila Atta**

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**

**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,966 PROPERTIES

Respondents

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WITNESS STATEMENT OF JAMILA ATTA

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1. My name is Jamila Atta. I am employed by the Applicant, the London Borough of Wandsworth. My business address is the Town Hall, Wandsworth High Street, Wandsworth, London, SW18 2PU
2. I am the Energy and Sustainability Manager within the Property Services Team which is part of the Applicant's Housing and Regeneration Directorate. I report to Adele Casey who is the Head of the Facilities Management. My responsibilities include managing the Applicant's energy contracts. I am authorised to make this witness statement on behalf of the Applicant.
3. There is now produced and shown to me marked **JA1** a paginated bundle of documents to which I shall refer in this witness statement. This statement has been prepared based on information provided by email correspondence and over the telephone. I have read the contents, made necessary amendments and confirm the content is accurate.
4. I make this witness statement in support of the Applicant's application for a further dispensation with consultation requirements in relation to electricity and gas contracts which the Applicant wishes to place. The applications relating to gas are for dispensation of the consultation requirements contained in Section 20 of the Landlord and Tenant Act 1985. In the context of the Respondents' properties, gas is used for communal heating and hot water supplies. The application in respect of electricity is also for dispensation of the consultation requirements in Section 20 of the Landlord and Tenant Act 1985, in relation to electricity supplied as part of service charges and re-charged to leaseholders. The basis for the application is substantially the same as those that have been made previously by the Applicant.
5. The Applicant has made five previous applications to the Tribunal for dispensation relating to these contracts as follows:-
  - Application dated 16<sup>th</sup> March 2009 (for gas) decision 2<sup>nd</sup> June 2009
  - Application dated 9<sup>th</sup> February 2010 (for electricity) decision 16<sup>th</sup> June 2010
  - Application dated 31<sup>st</sup> May 2012 (for electricity and gas) decision 22<sup>nd</sup> August 2012
  - Application dated 7<sup>th</sup> September 2016 (for electricity and gas) decision 7<sup>th</sup> September 2016

- Application dated 1<sup>st</sup> April 2020 (for electricity and gas) decision 30<sup>th</sup> July 2020
6. Having considered reasonableness afresh on every occasion, the Tribunal granted the Applicant dispensation in each case and the Applicant entered into a Framework Agreement for the supply of gas and electricity as a result of the same. Copies of the decisions in these applications under references LON/00BJ/LDC/2009-2012, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0061 LON/00BJ/LDC/2016/0051 and LON/00AH/LVT/2020/001 are exhibited at **pages 1 to 42 of “JA1”**.
  7. The 1985 Act requires landlords to consult with leaseholders before entering into a qualifying long-term agreement of more than 12 months. If the consultation requirements are not satisfied, then the landlord’s ability to recover contributions from the leaseholders will be restricted unless the Tribunal makes an order dispensing with the consultation requirements.
  8. Fuel contracts fall under the definition of a “*qualifying long term agreement*” within the 1985 Act where they exceed 1 year and the contribution from any one leaseholder might exceed £100 per year. As the Tribunal will be aware, given the increasing cost of energy, any contract into which the Applicant entered would exceed this threshold.
  9. In 2015, the Office of Government Commerce, (which later became part of the Efficiency and Reform Group within the Cabinet Office), recommended that all Public Sector bodies buy energy through a central purchasing body (CPB) which would offer a flexible, risk managed framework, managed by experts to improve the way the Public Sector purchases energy.
  10. The Applicant has selected LASER (owned by Kent County Council) as the preferred CPB for the 2024-28 contract. LASER work with over 200 public bodies in the UK, collectively purchasing on average £1.5 billion of gas, electricity and water annually on behalf of around 85,000 end users. As energy markets and customer requirements evolve, LASER continues to develop and introduce services that help the public sector to manage costs, reduce carbon and meet evolving legislative requirements. LASER provides the aggregated, flexible, and risk-managed approach recommended by Government, and expertise in energy-buying for local authorities.
  11. The current Framework Agreement for both the gas and electricity contracts expires on 30 September 2024 and must be renewed for the period from 1 October 2024 to 30 September 2028. As such, the Applicant is required to make a further application for dispensation from the requirements of Section 20 of the Landlord and Tenant Act 1985 (“the 1985 Act”). The renewal consists of an Access Agreement with the Central Purchasing Body and Call-Off contracts with the Suppliers. The Applicant has considered the costs incurred under LASER and remains firmly of the view that the purchasing power under the framework agreement provides the best value for the thousands of clients that the Applicant serves.
  12. Since the last contract renewal was agreed in 2020, wholesale utilities market prices have increased significantly. Prices have peaked over 150% higher than they were before 2020, with the combination of strong natural gas and carbon prices continuing to support these unprecedented increases. Whilst the short-term view from our analysis is for electricity and gas prices to continue softening in April 2023, a recent report from KPMG’s Chief Economist released a warning about energy costs remaining elevated for the next 5 to 10 years due to the added costs of transitioning to net zero. This will be due to factors such as grid balancing and storage risks, declining North Sea production, demand/competition from/with EU/China around

LNG and the continued reliance on Combined Cycle Gas Turbine / CCGT generation for UK's power.

13. Under the current contracts with the Applicant, LASER uses a "Purchase in Advance" model to procure gas and electricity meaning that energy is purchased in large blocks up to 12 months in advance; this increases certainty in energy pricing and reduces the risk and impact of recent extreme volatility of the energy markets on consumers. As a result of procuring energy through the Applicant's chosen framework, the Applicant expects to pay lower unit costs for gas and electricity than compared with national average energy costs.
14. Under the purchase in advance framework agreement, energy is bought over a period of time, before the start of the annual period. As such, the price is fixed for the year and not subject to percentage increases at minimal notice as applicable to the domestic market. The Applicant takes the view that price certainty is in the interests of all of the Respondents and is a significant factor in the reasonableness of the grant of dispensation.
15. To keep the forward purchasing window of aggregated quantities intact, participating organisations have been required to commit to the next four-year term, to enable energy to be procured into future years. The requirement to purchase aggregated volumes immediately, when the market is seen as offering value, means that it is not possible to comply with statutory requirements within the time scale. Accordingly, the applicant is making this application to the Tribunal to dispense with the consultation requirements in relation to particular energy contracts. The Tribunal has the power to dispense with all or any of the consultation requirements, if satisfied that it is reasonable to do so. The Applicant respectfully maintains that it remains reasonable to dispense with the consultation requirements under s.20.

#### **Gas Supply for Communal Heating and Hot Water Supplies**

15. There are 668 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of heating and hot water from a communal boiler system. The cost of gas used by these bodies/parties forms part of the heating and hot water charge.
16. Procurement of the Applicant's gas supplies was assigned to Purchase In Advance flexible framework contracts on 1st October 2009. The current flexible supplier is Total Gas and Power who is also the proposed supplier from October 2024.

#### **Electricity**

17. There are 13,968 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of electricity through their service charges.
18. Similar to the provision of gas, all electricity contracts aligned with the 1 October 2009 flexible framework entry date were assigned to Purchase in Advance agreements at that time. The current flexible supplier is NPower who it is proposed will continue to be the supplier from October 2024.

#### **Performance**

19. The Applicant has been a part of the framework agreement since 1 October 2009 and the agreement has been found to be very effective in mitigating the effects of a changeable energy market. Historically, price benchmarking has proved very difficult due to commercial confidentiality, but the table below demonstrates the contract performance against market average prices. While I am unable to comment as an independent expert in the field, I am of the view from my experience and the information set out, below, that the framework agreement

has been a significant benefit to persons in the Respondents' position. Further the dispensation with consultation requirements on such a huge scale has itself resulted in savings to tenants.

**Electricity Prices**

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	14.9847	18.73259929	-20%
Oct 22-Sep 23	28.5106	54.86605505	-48%
Oct 23-Sep 24	29.7435	27.73107031	7%

In terms of electricity, over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 20% lower than the market average.

**Gas Prices**

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	2.0719	5.427383388	-62%
Oct 22-Sep 23	8.6120	18.03816877	-52%
Oct 23-Sep 24	7.4316	8.412954327	-12%

When looking into gas prices, we see significant benefits through LASER's framework. Over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 42% lower than the market average.

- 20. Between 2020 – 2024 LASER's flexible frameworks have reduced the applicant's total energy spend by £5.3m per annum on an expenditure of approx. £7.8m for electricity and £3.9m for gas.

This confirms:

<b>LASER's current flexible frameworks have achieved significant cost avoidance for London Borough of Wandsworth:</b>	<b>Avoided Cost £/pa</b>
LASER's purchasing performance - the prices achieved by LASER since the commencement of the framework are lower than the average market prices over this period.	£4.8m
Lower Supplier Management Fees - reduced fees from your gas and electricity suppliers compared to buying as a stand-alone customer.	£387.2k
Shaping Benefits - aggregating the volumes of multiple customers flattens the overall usage profile, allowing our traders to purchase at a lower price.	£39.3k
Entire Market Pricing - when LASER submits a bid to buy a block of energy, our suppliers are compelled to put this bid into the open market. This means we receive the lowest price anyone in the entire market is prepared to offer.	£19.3k
Flexibility of Trading - our large energy purchase volumes mean we can buy larger blocks of energy over the market, which come at a discount to buying smaller blocks of energy.	£7.5k

Volume Tolerance - LASER's volume tolerances apply at the aggregated customer level (rather than individual customer level) minimising the risk of load variance penalties. As an example, no penalties were incurred for reduced usage during Covid.	£3.3k
Transparency of pricing – LASER validates supplier's flexible prices and corrects any errors prior to opening bills being issued for each pricing period.	£72.6k

**Consultation**

22. The Applicant is aware that it is required to give notice of its intention to make such an application to the Tribunal, to affected leaseholders.
23. 13,968 leaseholders will be affected by this application, and the Applicant requests the consultation for the current application to be by way of a single page letter as the previous dispensation sought in 2020 which is sent to all leaseholders
  - setting out details of the application; and
  - informing them that a copy of the application with all the relevant documents is available on the Applicant's website; and
  - informing the leaseholders that directions have been made by the Tribunal that have been published on the Applicant's website; and
  - providing that any leaseholder may respond to the application with copies of their response also being sent to the Applicant; and
  - advising leaseholders that copies of the application documents can be provided to them on request either in electronic format or as hard copies; and
  - providing contact details (telephone and email) in the event that any leaseholder wishes to speak to an officer of the Applicant or make any comments.

In the event that the Tribunal continues its previously-approved practice and gives directions for the conduct of this application without the need for a hearing, I would respectfully request that the Applicant is given a period of not less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Applicant's website providers to make the necessary arrangements.

27. Under the framework agreement with LASER for the pricing period 1 October 2020 to 30 September 2024, the average unit rate cost p/kWh for gas to the Applicant's entire estate is 4.8643 p/kWh. During this pricing period, the customer rebate is between 0.034 p/kWh and 0.085 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is either £139.52 or £239.67 per supply annually. These charges differ because different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

The cost for electricity over the same pricing period -1 October 2020 to 30 September 2024- averages at 20.1924 p/kWh. During this pricing period, the customer rebate is between 0.085 and 0.115 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is between £71.71 and £576.55 per supply annually. These charges differ because

different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

28. The average unit rate costs set out above have been provided by LASER's energy bureau services. The customer rebate payable to the Applicant have been obtained from yearly pricing documents sent to the Applicant by LASER during the start of each contractual year, i.e. October of each year. The fee payable by the applicant is obtained from the access agreement set between the Applicant and LASER during the 2020 – 2024 pricing period. For reasons of confidentiality and data protection, copies of the spreadsheets are not exhibited to this witness statement but will be made available for the Tribunal's inspection, if required. The Tribunal may, in any event, consider that the relative cost of energy supply to non-comparable service-users is not relevant to the exercise of its discretion in this application.
29. The fees paid by the Applicant or payments received by the Applicant in respect of the energy supplies are as in paragraphs 27 and 28.
30. The London Public Sector Centre of Expertise, the London Energy Project ("LEP"), which was a public sector shared intelligent service of authorities that manage energy category development and supplier relationships previously carried out a value for money assessment of LASER in a report prepared for the authorities in December 2015. In this report LASER is rated as "good" for electricity and "effective" for gas prices. One of the report's key findings is that *"aggregated, flexible, risk managed (Flex) procurement was effective in controlling commodity costs and continues to be the most appropriate price risk management strategy currently available"*. The LEP also went on to state that fixed term, fixed price contracts (which were used by the Applicant prior to entering into the purchase in advance flexible framework with LASER) were not effective in controlling costs and present a medium financial risk.

Statement of Truth

I believe that the facts stated in this Witness Statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed *Jamia Atta*

Dated 12<sup>th</sup> June 2024

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**



**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,968 PROPERTIES

Respondents

\_\_\_\_\_

EXHIBIT JA1 TO WITNESS STATEMENT OF JAMILA ATTA

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**RESIDENTIAL PROPERTY TRIBUNAL SERVICE  
LONDON RENT ASSESSMENT PANEL**

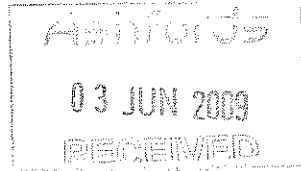
10 Alfred Place, London, WC1E 7LR  
Telephone: 020 7446 7700  
Facsimile: 020 7637 1250  
E-mail: london.rap@communities.gsi.gov.uk  
DX: 134205 Tottenham Court Road 2

Direct Line: 020 7446 7731

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Ashfords LLP  
DX: 150000 Exeter 24

Your ref: SG.rac.080337-01631  
Our ref: LON/00BJ/LDC/2009/0021



Date: 02-Jun-2009

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Dear Sirs

**RE: LANDLORD & TENANT ACT 1985 - SECTION 20ZA)**

**PREMISES: 1415 RESIDENTIAL PROPERTIES IN THE LB WANDSWORTH, 17/27  
GARRATT LANE, LONDON, SW18 4AE**

The Tribunal has made its determination in respect of the above application and a copy of the document recording its decision is enclosed. A copy of the document is being sent to all other parties to the proceedings.

Any application from a party for leave to appeal to the Lands Tribunal must normally be made to the Leasehold Valuation Tribunal within 21 days of the date of this letter. If the Leasehold Valuation Tribunal refuses leave to appeal you have the right to seek leave from the Lands Tribunal itself.

If you are considering appealing, you are advised to read the note attached to this letter.

Yours faithfully

**Ms Pauline Wilson  
Case Officer**

## GUIDANCE NOTE ON APPEAL FROM THE LVT

### Introduction

1. The decision of the Leasehold Valuation Tribunal (LVT) is final and there is no power for the LVT to revisit or reconsider that decision. If a party to a decision is dissatisfied with the decision of an LVT the statutory remedy is to appeal to the Lands Tribunal<sup>1</sup>. This guidance explains how a party may appeal.
2. A decision and reasons may be issued together. Alternatively, a decision may be issued and reasons sent at a later stage. Appeal rights run from the date the written reasons are sent to a party.

### Permission to appeal

3. In order to appeal, a party must obtain permission to do so. Application for permission must first be made to the LVT. If the LVT refuses permission the application may be renewed to the Lands Tribunal.
4. An application for permission from the LVT must be made within the period of 21 days starting with the date on which the reasons for the decision were sent to the party seeking to appeal.<sup>2</sup> The LVT has power to extend the time for seeking permission to appeal but no extension will be granted unless there is good and sufficient reason for it. **The LVT can only give an extension of time if the request is made before the expiry of the initial 21 days.**<sup>3</sup>
5. An application for permission to appeal and/or for an extension of time to seek permission should be made in writing should and clearly identify the decision concerned (including any reference number). An application for permission should also contain:
  - (a) the name and address of the applicant;
  - (b) the name and address of every respondent;
  - (c) the grounds of appeal against the decision in respect of which leave to appeal is sought;
  - (d) where the applicant is represented, the name, address and profession of the representative; and
  - (e) the signature of the applicant or his representative and the date the application was signed.
6. On receipt of an application for permission the LVT will serve a copy on every other party. To facilitate the process it would assist if sufficient copies were provided with the application for this purpose.

P.T.O.

1 Commonhold and Leasehold Reform Act 2002, s.175

2 Leasehold Valuation Tribunals (Procedure)(England) Regulations 2003 (SI 2003/2099), reg.20.

3 SI 2003/2099, reg.24.

7. The LVT will give the parties written notification of its decision. If permission to appeal to the Lands Tribunal is granted by the LVT the applicant's notice of intention to appeal must be sent to the registrar of the Lands Tribunal so that it is received by the registrar within 28 days of the grant of permission by the LVT.<sup>4</sup> If the LVT refuses to give permission to appeal, a renewed application for permission may be made to the Lands Tribunal within 14 days of that refusal.<sup>5</sup> (Details as to the power of the Lands Tribunal to permit a notice of appeal or application for permission to appeal to be made outside the relevant time limit are given on the appropriate Lands Tribunal notice obtainable from the Lands Tribunal).

## **Costs**

8. The Lands Tribunal may not order a party to the appeal to pay costs incurred by another party in connection with the appeal unless that party has, in the opinion of the Lands Tribunal, acted frivolously, vexatiously, abusively, disruptively or otherwise unreasonably in connection with the appeal. In such a case the Lands Tribunal may not award costs in excess of £500

*The Lands Tribunal may be contacted at:*

*43-45 Bedford Square  
London  
WC1B 3AS*

*Tel: 0207 612 9710  
Fax: 0207 612 9723*

*E-mail: [lands@tribunals.gsi.gov.uk](mailto:lands@tribunals.gsi.gov.uk)  
[www.landstribunal.gov.uk](http://www.landstribunal.gov.uk)*

March 2007

<sup>4</sup> In cases of urgency the Lands Tribunal may reduce this period by direction. An urgency direction may also permit the application to the LVT for permission to appeal to stand as notice to the Registrar of the Lands Tribunal of an intention to appeal. The Lands Tribunal Rules 1996 (S.I. 1996 1022) rule 6 as amended.

<sup>5</sup> The Lands Tribunal Rules 1996 (above) rule 5C as amended.



Residential  
Property  
TRIBUNAL SERVICE

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE**

**LEASEHOLD VALUATION TRIBUNAL**

**LANDLORD AND TENANT ACT 1985 SECTION 20ZA**

**LON/00BJ/LDC/2009/0021**

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**Applicant:** London Borough of Wandsworth

**Respondents:** The leasehold owners of 1,415 properties required to pay for heating and hot water from a district heating system.

**Properties:** 1,415 leasehold properties referred to above.

**Appearances:** Mr E Peters (of Counsel)  
Mr R Holt (Business Manager,  
London Borough of Wandsworth)  
Mrs E Parette (Leasehold Services Manager,  
London Borough of Wandsworth)

No respondents attended nor were they represented.

**Date of Hearing:** 28 May 2009

**Date of Decision:** 2<sup>nd</sup> June 2009

**Members of Tribunal:** Mr S. Shaw LLB (Hons) MCI Arb  
Mr R. Humphrys FRICS

## DECISION

### INTRODUCTION

1. This case involves an application dated 16 March 2009 (“the Application”) made by the London Borough of Wandsworth (“the Applicant”). The Application is for an Order dispensing with the consultation requirements contained within Section 20 of the Landlord and Tenant Act 1985 (“the Act”) pursuant to Section 20ZA of the Act. The Respondents are a total of 1,415 residential leaseholders within the Applicant Local Authority whose names are listed in a schedule appended to the Application.
2. On 19 March 2009 the Tribunal issued directions to be complied with by the Applicant in respect of this Application. Those Directions were, in short, that the Applicant was required to supply a copy of the Directions and various other documents to each of the Respondents and moreover to supply two separate dates available for the viewing of further or other documents as may be requested. In addition, as soon as possible but not later than 17 April 2009, the Respondents were required to write to the Tribunal (with a copy for the Applicant) indicating whether they consented to the Application, or opposed it, and if the latter, their reasons for doing so.
3. In the event, none of the Respondents wrote at that stage directly to the Tribunal expressing any opposition to the Dispensation Orders requested. Moreover, as well as complying strictly with the Tribunal’s Directions, the Applicant took the opportunity of using the meetings which had been directed as occasions to discuss any queries relating to the Application with the Applicant’s officers. The Tribunal was informed that a total of 12 leaseholders attended these meetings. None of the leaseholders expressly objected to the Dispensation Order but there were requests for further clarification and details, which were supplied by the Applicant. In the event, and subsequent to one of these meetings, one leaseholder did indeed write to the Tribunal (by letter dated 15 April 2009) which letter will be referred to below. It should also be mentioned that the request for clarification took the form of approximately 70 telephone calls to the Applicant, each of which the Applicant dealt with. All of these

matters are set out in a witness statement made by Mrs E Parette dated 16 April 2009, who is the leasehold services manager of the Applicant.

### **THE HEARING**

4. A hearing of this Application took place on 28 May 2009. The hearing was attended by Mr E Peters of Counsel for the Applicant and also Mr R Holt and Mrs E Parette of the Applicant. Both Mr Holt and Mrs Parette had prepared witness statements which were included in the hearing bundle.
5. The nature and reasons for the Applicant's application are set out very fully and helpfully in the witness statement of Mr Holt (Business Manager of the Applicant) dated 26 March 2009.
6. The gist of his evidence was to explain how, since 1990, the UK fuel market has changed in the manner in which competition between large business users takes place. As is well known, there has been great volatility in recent years in energy prices, which volatility has been accentuated during the current economic recession. The result of all this has been that best prices are often obtained, when tendering, by entering into an arrangement which effectively minimises and mitigates the risk of price fluctuation. Mr Holt explained to the Tribunal that the Applicant has been in negotiation with an organisation which is termed "a professional buying organisation" called LASER. LASER is one of six different professional buying organisation commended to Local Authorities and other large institutions by the Office of Government Commerce (an independent advisory body set up by the Government).
7. Historically, the Applicant has conducted its own negotiations when purchasing gas and electricity which has generally worked well until recent years. More recently, and because of the volatility in the market, it has become necessary in order to make appropriate savings, to adopt a more sophisticated approach. This is where the services of LASER and other professional buying organisations come into play. Those organisations, acting for very large institutions, have very substantial buying power, and are able to negotiate far more competitive prices with the energy suppliers than individual customers (however large)

would be able to achieve. Mr Holt explained to the Tribunal that this is because LASER will often buy energy in advance (based on estimated demand from its own customers) or will have a more short term but flexible arrangement with the energy supplier. These different methods are explained more fully by Mr Holt at paragraph 10 of his witness statement.

8. The nature of the arrangement required to be entered into however with LASER is usually in the form of a 4 year contract. Those contracts run in cycles from a particular date and the current cycle being pursued by LASER in fact started a year ago on 1 October 2008. However the Tribunal was informed that LASER will permit entry by the Applicant into such an arrangement to commence a year later on 1 October 2009, provided a decision is made promptly and provided the arrangement or agreement lasts until the end of the cycle in October 2012. This is one of the ways in which Laser can keep prices down by “forward purchasing”.
9. For the reasons to be set out more fully below, the entry into such an arrangement presents difficulties in terms of complying with the consultation requirements set out in Section 20 of the Act, and the regulations made pursuant thereto. Before looking at those provisions however it should be pointed out that data has been compiled by the Office of Government Commerce to the effect that those who have entered into this type of arrangement have been able to achieve in some cases savings of up to 42% on fuel charges.
10. The manner on which the system operates is that LASER, effectively on behalf of its customer, (in this case the Applicant) is required, on a round-the-clock basis, to make decisions sometimes on very short notice indeed, as to whether to avail itself of fluctuations in the market price in order to achieve best value for its customers. The organisation monitors fuel prices constantly and, by being available in this way, and moreover by buying in such very significant bulk, highly competitive rates can be achieved. Of course this process would be quite impossible for the ordinary (even institutional) consumer.



11. Mr Holt informed at the Tribunal that LASER represents approximately 115 other Local Authorities and other public bodies. It deals with 3,700,000 kilowatt hours of gas and has a purchasing capacity of some £350million - £500million per annum. The track record of LASER as well as the other professional buying organisations is monitored and scrutinized by independently appointed Government panels.

## **THE LAW**

12. The entry into an agreement of this kind with LASER and/or its supplier British Gas, would constitute a “qualifying long term agreement” for the purposes of the Act, in that it would be an agreement for a term of more than 12 months for the type of service referred to in the Act. As such it is in principle subject to the consultation requirements set out in Section 20 of the Act, and expanded upon in Schedule 2 to the Services Charges (Consultation Requirements) (England) Regulations 2003. As is well known, those regulations provide for service of a Notice of Intention, coupled with a process of consultation and a subsequent further notice of the landlord’s proposals with a yet further period for taking into account observations. Without going into the express timetable for this process, it will be apparent from the foregoing that it would be quite impossible to comply with these regulations, if entry into this type of arrangement with LASER were to proceed. This is because LASER receives quotations from its supplier of rates, which will apply sometimes for minutes rather than weeks. Accordingly, decisions have to be taken within a very narrow window of opportunity, within which it is impossible to comply with the regulations. In many respects, the regulations were never drafted to deal with a situation of this kind, but more for a situation in which contractors providing more conventional services are bidding for a contract.

## **ANALYSIS OF TRIBUNAL AND CONCLUSION**

13. Having heard the representations made on behalf of the Applicant and considered with some care the material provided, the Tribunal is satisfied that this is a case in which it is reasonable to dispense with all the consultation provisions of Section 20 of the Act. It was mentioned above that of all the

leaseholders posted with notice of this Application there were no formal objectors at the meetings held (which were attended by some 12 people). There were some 70 telephone enquiries but, as understood by the Tribunal none of those materialised into any formal objection to the Application. There was, as noted above, one letter, dated 15 April 2009 to the Tribunal and the Applicant from one of the leaseholders mentioned in the Schedule to the Application. That leaseholder in essence was concerned that the granting of an Order of this kind would have the effect of releasing the Applicant from its consultation obligations not only in respect of the supply of gas, but in all other respects and in relation to all other services provided to leaseholders. In this respect, this leaseholder can be reassured that the Dispensation Order made by this Tribunal relates to the supply of gas only. It does not release the Applicant from its consultation obligations in respect of any other services supplied to leaseholders. Moreover, and this should be stressed, the Order made is in relation to the obligation to consult pursuant to Section 20 of the Act. If, after charges are levied in respect of the supply of gas, any leaseholder wishes to bring an Application under 27A of the Act, contending that for whatever reason, the charges made are unreasonable or excessive or otherwise offend against the Act, there is no barrier presented to them by this Order and precluding any such Application (save in respect of the consultation provisions). Of course, such an Application would have to be supported by appropriate evidence and would, in due course be considered on its merits by the Tribunal.

14. Furthermore, that leaseholder was concerned that the cost of bringing this Application to the Tribunal might be recouped from leaseholders by the Applicant. The Applicant confirmed to the Tribunal at the hearing that there was no provision for so doing in the relevant leases and that in any event it had no intention of raising such a charge.
15. For the reasons indicated above, the Tribunal is satisfied that it is reasonable to make an Order dispensing with the consultation requirements of Section 20 of the Act and of the Service Charges (Consultation Requirements) (England) Regulations 2003 for the purpose of entering into an agreement or agreements for the purchase or supply of gas as referred to at paragraph 1 of Part 7 of the Application made to the Tribunal. This dispensation will apply until the expiry of the remaining 3 year cycle which, as understood by the Tribunal occurs on 1

October 2012. Any further dispensation in respect of any new agreement will then need to be the subject of a fresh Application to the Tribunal. In anticipation of the fact that this may indeed be the case, the Tribunal would observe that it may be helpful in any subsequent consideration of such an Application to have available a comparative study of data demonstrating the greater benefits of an arrangement of this kind as compared with the more conventional arrangement. Mr Holt was kind enough to indicate to the Tribunal that there would be a monitoring exercise carried out by the Applicant in any event during the course of the agreement.



**Legal Chairman:** .....

S. Shaw

**Dated:** 2<sup>nd</sup> June 2009

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE  
LONDON RENT ASSESSMENT PANEL**

10 Alfred Place, London, WC1E 7LR  
Telephone: 020 7446 7700  
Facsimile: 020 7637 1250  
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Ashfords Solicitors  
DX 150000 Exeter 24

Your ref: SG.cd.080337-01805  
Our ref: LON/00BJ/LDC/2010/0017

Date: 16-Jun-2010

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Dear Sirs

**RE: LANDLORD & TENANT ACT 1985 - SECTION 20ZA)**

**PREMISES: 13, 792 RESIDENTIAL PROPERTIES IN LB OF WANDSWORTH, LONDON, SW18 4AE**

The Tribunal has made its determination in respect of the above application and a copy of the document recording its decision is enclosed. A copy of the document is being sent to all other parties to the proceedings.

Any application from a party for leave to appeal to the Lands Tribunal must normally be made to the Leasehold Valuation Tribunal within 21 days of the date of this letter. If the Leasehold Valuation Tribunal refuses leave to appeal you have the right to seek leave from the Lands Tribunal itself.

If you are considering appealing, you are advised to read the note attached to this letter.

Yours faithfully

**Ms Pauline Wilson  
Case Officer**

## GUIDANCE NOTE ON APPEAL FROM THE LVT

### Introduction

1. The decision of the Leasehold Valuation Tribunal (LVT) is final and there is no power for the LVT to revisit or reconsider that decision. If a party to a decision is dissatisfied with the decision of an LVT the statutory remedy is to appeal to the Lands Tribunal<sup>1</sup>. This guidance explains how a party may appeal.
2. A decision and reasons may be issued together. Alternatively, a decision may be issued and reasons sent at a later stage. Appeal rights run from the date the written reasons are sent to a party.

### Permission to appeal

3. In order to appeal, a party must obtain permission to do so. Application for permission must first be made to the LVT. If the LVT refuses permission the application may be renewed to the Lands Tribunal.
4. An application for permission from the LVT must be made within the period of 21 days starting with the date on which the reasons for the decision were sent to the party seeking to appeal.<sup>2</sup> The LVT has power to extend the time for seeking permission to appeal but no extension will be granted unless there is good and sufficient reason for it. **The LVT can only give an extension of time if the request is made before the expiry of the initial 21 days.**<sup>3</sup>
5. An application for permission to appeal and/or for an extension of time to seek permission should be made in writing should and clearly identify the decision concerned (including any reference number). An application for permission should also contain:
  - (a) the name and address of the applicant;
  - (b) the name and address of every respondent;
  - (c) the grounds of appeal against the decision in respect of which leave to appeal is sought;
  - (d) where the applicant is represented, the name, address and profession of the representative; and
  - (e) the signature of the applicant or his representative and the date the application was signed.
6. On receipt of an application for permission the LVT will serve a copy on every other party. To facilitate the process it would assist if sufficient copies were provided with the application for this purpose.

P.T.O.

1 Commonhold and Leasehold Reform Act 2002, s.175

2 Leasehold Valuation Tribunals (Procedure)(England) Regulations 2003 (SI 2003/2099), reg.20.

3 SI 2003/2099, reg.24.

7. The LVT will give the parties written notification of its decision. If permission to appeal to the Lands Tribunal is granted by the LVT the applicant's notice of intention to appeal must be sent to the registrar of the Lands Tribunal so that it is received by the registrar within 28 days of the grant of permission by the LVT.<sup>4</sup> If the LVT refuses to give permission to appeal, a renewed application for permission may be made to the Lands Tribunal within 14 days of that refusal.<sup>5</sup> (Details as to the power of the Lands Tribunal to permit a notice of appeal or application for permission to appeal to be made outside the relevant time limit are given on the appropriate Lands Tribunal notice obtainable from the Lands Tribunal).

### **Costs**

8. The Lands Tribunal may not order a party to the appeal to pay costs incurred by another party in connection with the appeal unless that party has, in the opinion of the Lands Tribunal, acted frivolously, vexatiously, abusively, disruptively or otherwise unreasonably in connection with the appeal. In such a case the Lands Tribunal may not award costs in excess of £500

*The Lands Tribunal may be contacted at:*

*43-45 Bedford Square  
London  
WC1B 3AS*

*Tel: 0207 612 9710*

*Fax: 0207 612 9723*

*E-mail: [lands@tribunals.gsi.gov.uk](mailto:lands@tribunals.gsi.gov.uk)  
[www.landstribunal.gov.uk](http://www.landstribunal.gov.uk)*

March 2007

<sup>4</sup> In cases of urgency the Lands Tribunal may reduce this period by direction. An urgency direction may also permit the application to the LVT for permission to appeal to stand as notice to the Registrar of the Lands Tribunal of an intention to appeal. The Lands Tribunal Rules 1996 (S.I. 1996 1022) rule 6 as amended.

<sup>5</sup> The Lands Tribunal Rules 1996 (above) rule 5C as amended.

**LON/00BJ/LDC/2010/0017**

**DECISION OF THE LEASEHOLD VALUATION  
TRIBUNAL ON APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD & TENANT ACT 1985**

Address: 13,792 Residential Properties in the London  
Borough of Wandsworth

Applicant: London Borough of Wandsworth

Respondent: 13,792 leasehold of the properties referred to  
above

Application: 9 February 2010

Inspection: Not applicable

Hearing: 29 April 2010

Appearances:

**Landlord**

Mr E. Peters  
Mrs E. Parrette  
Mr B. Holt

Counsel  
Leasehold Services Manager  
Business Manager

For the Applicant

**Tenant**

Did not attend and were not represented

For the Respondent

Members of the Tribunal

Mr I Mohabir LLB (Hons)  
Mr J. Avery FRICS  
Mr A. Ring

**IN THE LEASEHOLD VALUATION TRIBUNAL**

**LON/00BJ/LDC/2010/0017**

**IN THE MATTER OF SECTION 20ZA OF THE LANDLORD & TENANT  
ACT 1985**

**AND IN THE MATTER OF 13,792 RESIDENTIAL PROPERTIES IN THE  
LONDON BOROUGH OF WANDSWORTH**

**BETWEEN:**

**LONDON BOROUGH OF WANDSWORTH**

**Applicant**

**-and-**

**13,792 RESIDENTIAL LESSEES IN THE LONDON BOROUGH OF  
WANDSWORTH**

**Respondents**

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**THE TRIBUNAL'S DECISION**

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***Introduction***

1. This is an application made by the Applicant under section 20ZA of the Landlord and Tenant Act 1985 (as amended) ("the Act") to dispense with the statutory consultation requirements imposed by section 20 of the Act in relation to the procurement of three groups of electricity contracts ("the electricity contracts"). The first electricity contract is for the supply of energy to monthly billed communal establishments services. The second contract is for the supply of energy to housing estate street lighting. The third contract relates to small quarterly billed communal services. The Respondents to this application are a total of 13,792 residential leaseholders within the borough whose names are listed in the schedule annexed to the application.



2. On 16 February 2010, the Tribunal issue Directions in this matter. Direction 2 required the Applicant to place an advertisement in the Wandsworth Guardian and on their website informing potential Respondents of the application. In both instances, the Respondents could inspect the application, the Directions and, if necessary, take copies. Furthermore, the Applicant was required to provide dates and venues of at least four open days/evenings where further information could be made available to the Respondents. The Applicant has fully complied with this direction. Direction 3 required any of the Respondents to inform the Tribunal and the Applicants if they either consented or opposed the application. The Applicant has received no telephone calls relating to the application or any objection.

#### *The Law*

3. It was common ground that the electricity contracts are qualifying long-term agreements within the meaning of section 20(1) of the Act and upon which the Applicant was obliged to carry out statutory consultation in accordance with Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003. Section 20ZA of the Act provides the Tribunal with a discretion to dispense with the consultation requirements under section 20 of the Act in relation to qualifying long-term agreements, such as these, where it is satisfied that it is reasonable to dispense with those requirements. The Tribunal, therefore, is granted a wide discretion under this section.

#### *Decision*

4. The hearing in this matter took place on 29 April 2010. The Applicant was represented by Mr Peters of Counsel. None of the Respondents attended nor were they represented.
5. The evidence relied on in support of this application is set out in the witness statement of Mr Holt dated 16 February 2010 who is a Business Manager employed by the Applicant within the Engineering and Design Service and responsible for directing and managing professional staff engaged in the delivery of engineering services, which includes the Energy Management

Unit. His witness statement sets out at length the current method used by the Applicant for the procurement of electricity to maintain best value.

6. Mr Peters pointed out to the Tribunal that the Applicant had made a virtually identical application in relation to the supply of gas to 1,415 residential leaseholders and that application had been granted in an earlier decision dated 2 June 2009 (LON/00BJ/LDC/2009/0021) ("the earlier decision").
7. In the previous application, Mr Holt's evidence regarding the procurement of gas under a long-term qualifying agreement with "a professional buying organisation" called LASER was substantially identical to his evidence in this application. His evidence was succinctly and clearly set out in paragraph 6 to 11 of the earlier decision. It is not intended, nor does it serve any useful purpose, to repeat Mr Holt's evidence again here in any detail and the earlier decision should be read together with this decision in this respect.
8. In short, Mr Holt set out the fluctuations that have taken place in the UK fuel market together with possible reasons for this occurrence. The consequence of this volatility in the energy market is that energy suppliers have adopted the practice of submitting prices on the basis that they can be withdrawn at short notice thereby avoiding the risk of incurring financial loss. In reality, the window of opportunity could be only a few hours. Therefore, it was necessary for the Applicant to maintain as flexible a procurement practice is possible with competitive tenders being sought on a fixed-price basis. The Director of Technical Services currently has delegated authority to accept energy tenders within one day of receipt of prices to enable a rapid decision to be made. Invariably, the lowest priced tender is accepted.
9. Mr Holt stated that, with the increasingly volatile energy market, the window of opportunity for securing the most advantageous price from the period between the fixing of a new contract and the renewal date may diminish. Flexible procurement allows for varying amounts of energy to be bought in "clips" over a longer time period than would otherwise be normally available and because the process is managed by a major energy consortium dealing in

bulk quantity purchases for a large number of other local authorities, the potential for savings and best value are maximised. It was intended that the purchasing body should, again, be LASER in this instance by entering into an agreement with it for a term of two years commencing from 1 October 2010. However, this date is subject to the proviso that the Applicant enters into the agreement in a timely way during the six months preceding the intended start date. It is primarily for this reason that the Applicant seeks dispensation from the requirement to carry out statutory consultation in relation to the proposed agreement with LASER.

10. At the hearing, the Tribunal informed the Applicant that the application was granted. The purpose of this Decision is to confirm the position. The Tribunal's primary reasons for granting the application are:
  - (a) that the Applicant had sufficiently publicised the application prior to the hearing and it was unopposed.
  - (b) the virtually identical application regarding the contract for the purchase of gas supplies had been granted in the earlier decision on virtually identical grounds. The Tribunal saw no material distinction between that application and this one. To this extent, the reasons for granting the previous application at paragraph 13 of the earlier decision, are repeated and relied on here.
  - (c) the Tribunal accepted the evidence of Mr Holt that, by entering into the agreement with LASER, savings of approximately 4% can be achieved for the electricity contracts.
11. Accordingly, the Tribunal makes an order dispensing with the consultation requirements of section 20 of the Act for the purpose of entering into an agreement with LASER for the purchase and supply of electricity under the electricity contracts. This dispensation will apply until 1 October 2012.

Dated the                    day of June 2010

CHAIRMAN.....

Mr I Mohabir LLB (Hons)

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE  
LEASEHOLD VALUATION TRIBUNAL for the  
LONDON RENT ASSESSMENT PANEL**

**LANDLORD AND TENANT ACT 1985, AS AMENDED – SECTION 20ZA**

**REFERENCE: LON/OOBJ/LDC/2010/0017**

**Properties:** Various leasehold properties in London Borough of Wandsworth

**Applicant:** The London Borough of Wandsworth

**Respondents:** The Leasehold Owners of 13,792 Properties in the London Borough of Wandsworth

**Appearances:** Miss J Oscroft of Counsel  
Miss C Swinton, Trainee Solicitor, of Sharpe Pritchard, Solicitors  
Mrs E Parrette, Leasehold Services Manager  
Mr R Holt, Deputy Head of Design Service  
Miss J Andrew, Energy Manager (observer)

**For the Applicant**

**No appearances**

**For the Respondents**

**Date of hearing:** 22 August 2012

**Date of Tribunal's Decision:** 22 August 2012

**Members of the Tribunal:** Mrs J S L Goulden JP  
Mr T N Johnson FRICS

**REFERENCE: LON/00BJ/LDC/2010/0017**

**PROPERTY: VARIOUS PROPERTIES IN LONDON BOROUGH OF WANDSWORTH**

**Background**

1. The Tribunal was dealing with an application by the Applicant landlord, The London Borough of Wandsworth dated 31 May 2012 and received by the Tribunal on 1 June 2012 under S20ZA of the Landlord and Tenant Act 1985, as amended ("the Act") for dispensation of all or any of the consultation requirements provided for by S20 of the Act.

2. The properties are described in the application as "*various types of properties across the borough including flats in tower blocks and low rise blocks, maisonettes in low rise blocks and some houses. Studio to five bedroom units*". It was also stated that 13,792 leaseholders in the London Borough of Wandsworth were affected by the electricity contract and, of that number, 1,021 leaseholders were also affected by the gas contract. A list of individual addresses and affected leaseholders was attached to the application. The Respondents are the affected leaseholders. There were 5 specimen forms of lease, all containing similar clauses. The lease did not provide for landlord's costs of proceedings before the Tribunal to be included on the service charge account.

3. The application described the qualifying works as follows: "*The Council is seeking a rolling dispensation from the consultation requirements of S20 of the Landlord and Tenant Act 1985 which apply to the procurement of energy contracts for gas and electricity. The Council is already part of the framework agreement to supply gas and electricity. The contracts are due to be renewed in October 2012 and the dispensation already given by the Tribunal in June 2009 and June 2010 must also be extended. The Council will continue to be a partner in a framework agreement which has been developed by Local Authority South East Region (LASER) which is part of Kent County Council.*"

4. Dispensation of all or any of the consultation requirements was requested in the application because "*...given that the fuel procurement process in an increasingly volatile market is such that suppliers submit prices upon the basis that they can be withdrawn at short notice, offers may be available for a few hours only. In order to obtain the best electricity and gas prices the Applicant needs to be able to act within 3 hours. In the circumstances, it is impractical and impossible for the Applicant to comply with the consultation requirements*".

5. As to consultation, it was stated in the application "*No consultation has yet been carried out. The Applicant will arrange four consultation meetings (two in the working day and two in the early evening), one of each will be arranged in two locations in the Borough when the documents will be available for inspection and Council staff will attend to answer any queries. These meetings will be advertised on the Council's website, and a letter will be sent to all affected leaseholders advising them of the meetings and that all documents are available on request*".

### Inspection

6. No request was made from any party for the Tribunal to inspect the property and, in view of the issues raised, the Tribunal did not consider that an inspection at this stage would be of assistance, and would be a disproportionate burden on the public purse.

### Hearing

7. The hearing took place on 22 August 2012. The Applicant was represented by Miss J Oscroft of Counsel and Miss C Swinton, Trainee Solicitor, of Sharpe Pritchard Solicitors. Evidence on behalf of the Applicant was provided by Mrs E Parrette, Leasehold Services Manager and Mr R Holt, Deputy Head of Design Service. Miss J Andrew, Energy Manager, observed. Miss Oscroft provided a skeleton argument. None of the Respondents appeared or were represented, although a witness statement from one of the leaseholders was provided and is referred to below in the body of this Decision.

8. There were no appearances for or on behalf of any of the Respondents.

9. The salient points of the evidence under the S20ZA application and the Tribunal's determination are set out below.

### The Applicant's case

10. Evidence on behalf of the Applicant was provided by Mrs E Parrette, Leasehold Services Manager, Housing Management Services Team. She referred to her witness statement dated 24 July 2012 and confirmed that she did not wish to amend the same.

11. Mrs Perrette went through the steps which she had taken to ensure that the leaseholders were fully aware of what the Council proposed. This included sending a letter, dated 26 June 2012 to all 13,792 leaseholders who would be affected, detailing the proposals and setting out arrangements for "drop in" meetings to be held either in the daytime or in the early evening to discuss the application with Council officers and view the relevant documentation. The dates on which these meetings were to be held were 3, 6, 9 and 10 July 2012 at either Battersea Library or Wandsworth Town Library. Mrs Perrette said that some 61 leaseholders in total had attended the meetings and many leaseholders had telephoned her for further information. The letter of 26 June 2012 also gave information as to hearing of this matter before the Tribunal.

12. Mrs Perrette said in her witness statement inter alia *"At all the meetings, attendees were offered a 'pack' containing copies of the application and supporting documents to take home and the majority of the residents who attended took this. I was present at all of the meetings to answer any queries that leaseholders might have had, together with Mr Holt or his colleague, Ian Almeida. A verbal explanation was provided to each leaseholder who attended and any specific questions were responded to.....overall the residents were happy with the application, and several completed the form attached (sic) the directions.....several leaseholders requested electronic*

*copies of the application which were subsequently sent to them by email*". A list of telephone calls (about 85) was provided within the bundle.

13. Evidence on behalf of the Applicant was also given by Mr R Holt, Deputy Head of the Design Service of the Council, being part of its Finance Directorate. Mr Holt was responsible for directing and managing professional staff engaged in the delivery of engineering services including the Energy Management Unit. He referred to his witness statement dated 18 May 2012 and confirmed that he did not wish to amend the same.

14. Mr Holt said that the Applicant had made two applications to the Tribunal in March 2009 and February 2012 seeking dispensation under S20ZA of the Act in respect of gas for communal heating and hot water supplies and electricity supplies, and in both cases dispensation had been granted. Copies of those decisions were supplied. Gas and electricity are now part of the same agreement and therefore only one application to the Tribunal was now required.

15. Mr Holt said that within the current framework term for both gas and electricity, flexible agreements as referred to above would end on 30 September 2012 and were due to be renewed for the period October 2012 to September 2016.

16. In his witness statement, Mr Holt stated, inter alia, *"energy markets are both complex and volatile, making them liable to sudden price fluctuations which are often linked to real or perceived threats to supply that can significantly vary prices on a daily basis. The majority of the energy price payable is market related. Therefore the key variant and influencing factor is the wholesale price. Because of its volatility, the energy market cannot be index linked and true cost savings accrue directly from a lower absolute outlay. Given the nature of the energy market and influencing factors such as the increasing move to renewables, carbon reduction measures, taxation, reduction in generating capacity and increased reliance on energy imports it is very unlikely that the opportunity for any absolute cost reduction will occur on a consistent basis. Currently it may be feasible to achieve "one offs" from a single year move from a high price to a lower rate but this would be short term and unsustainable"*. Mr Holt said that the savings made to date had been substantial.

17. Mr Holt gave further information in respect of the gas supply for communal heating and water supplies and also electricity and also as to the framework agreement.

18. Mr Holt acknowledged that the Council was required to give notice of its intention to make an application to the Tribunal to the leaseholders affected, and confirmed Mrs Perrette's evidence in this respect.

### **The Respondents' case**

19. As stated above, none of the Respondents appeared or were represented. A witness statement from Ms J Poczynajilo, one of the affected leaseholders, was provided and was dated 13 August 2012.



20. Ms Poczynajilo objected to the application for dispensation. She said, inter alia that the Council had delegated its authority to enter into contract for supply to LASER CPB (Local Authority South East Region Central Purchasing Body) and had no control over the choice of supplier. She said that LASER CPB had limited energy suppliers for contracts commencing 1 October 2012 and if the Council signed up for another 4 year contract *“it means that it agrees to take supply from Total Gas and Power for gas and from Npower for electricity because this (sic) are the only two suppliers that LASER CPB deals with.....In 2011 Total Gas and Power than (sic) had more (sic) 24% of the supply of gas market. And Npower in 2011 had more than 18% of the supply of electricity market. Maybe a supply of gas and electricity from a supplier with a less market share would be more beneficial because of more personalised service better tailored to the Council needs. Once a reference price has been agreed for a one year supply of chunk of energy on PIA (Purchase in Advance) it cannot be changed even if the price falls afterwards. It is a flexible locked in contract. Therefore it will be a best price available on a day of purchase same like on a fixed contract”*.

### **The Tribunal's determination**

21. S 18(1) of the Act provides that a service charge is an amount payable by a tenant of a dwelling as part of or in addition to the rent, which is payable for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and the whole or part of which varies or may vary according to the costs incurred by the landlord. S20 provides for the limitation of service charges in the event that the statutory consultation requirements are not met. The consultation requirements apply where the works are qualifying works (as in this case) and only £250 can be recovered from a tenant in respect of such works unless the consultation requirements have either been complied with or dispensed with. Dispensation is dealt with by S 20ZA of the Act which provides:-

**“Where an application is made to a leasehold valuation tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works or qualifying long term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements”**

22. The consultation requirements for qualifying works under qualifying long term agreements are set out in Schedule 3 of the Service Charges (Consultation Requirements) (England) Regulations 2003 as follows:-

**1(1) The landlord shall give notice in writing of his intention to carry out qualifying works –**

- (a) to each tenant; and**
- (b) where a recognised tenants' association represents some or all of the tenants, to the association.**

**(2) The notice shall –**

- (a) describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected;**

- (b) state the landlord's reasons for considering it necessary to carry out the proposed works;
  - (c) contain a statement of the total amount of the expenditure estimated by the landlord as likely to be incurred by him on and in connection with the proposed works;
  - (d) invite the making, in writing, of observations in relation to the proposed works or the landlord's estimated expenditure
  - (e) specify-
    - (i) the address to which such observations may be sent;
    - (ii) that they must be delivered within the relevant period; and
    - (iii) the period on which the relevant period ends.
- 2(1) where a notice under paragraph 1 specifies a place and hours for inspection-
- (a) the place and hours so specified must be reasonable; and
  - (b) a description of the proposed works must be available for inspection, free of charge, at that place and during those hours.
- (2) If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any tenant, on request and free of charge, a copy of the description.
3. Where, within the relevant period, observations are made in relation to the proposed works or the landlord's estimated expenditure by any tenant or the recognised tenants' association, the landlord shall have regard to those observations.
4. Where the landlord receives observations to which (in accordance with paragraph 3) he is required to have regard, he shall, within 21 days of their receipt, by notice in writing to the person by whom the observations were made state his response to the observations.

23. The scheme of the consultation requirements are designed to protect the interests of tenants, and whether it is reasonable to dispense with any particular requirements in an individual case must be considered in relation to the scheme of the provisions and their purpose.

24. The Tribunal has considered the issues with care and found the evidence of Mrs Perrette and Mr Holt, supported by the documentary evidence within the bundle and handed in at the hearing, to be persuasive.


25. The Tribunal must have a cogent reason for dispensing with the consultation requirements, the purpose of which is that leaseholders who may ultimately foot the bill are fully aware of what works are being proposed. The leaseholders had been clearly notified of the proposals and the reasons for the proposals in the Applicant's letter to each leaseholder of 26 June 2012. The leaseholders had been given every opportunity to discuss the proposals at meetings held in different venues and at different times. The leaseholders who had attended those meetings were given information packs (which could also be sent by electronic means, if preferred). It is noted that, notwithstanding the fact that all 13,792 leaseholders had been formally notified of the meetings, only 61 leaseholders in total had attended.

26. The financial burden on the leaseholders is potentially onerous but in this particular case, the Tribunal determines that the leaseholders would not be substantially prejudiced by the Applicant's failure to consult fully or at all. In

particular, the Tribunal notes that only one objection has been received from or on behalf of any of the Respondents. It is noted from the bundle that twelve leaseholders had completed forms supporting the landlord's application, and Mrs Perrette confirmed in oral evidence that she had received no objections from other leaseholders.

27. On that basis, the Tribunal is satisfied that it is reasonable to dispense with consultation requirements and determines that those parts of the consultation process under the Act as set out in The Service Charges (Consultation Requirements) (England) Regulations 2003 which have not been complied with may be dispensed with.

**It should be noted that in making its determination, and as stated in paragraph 5 of the Tribunal's Directions of 13 June 2012, this application does not concern the issue of whether any service charge costs are reasonable or indeed payable by the leaseholders. The Tribunal's determination is limited to this application for dispensation of consultation requirements under S20ZA of the Act.**

CHAIRMAN.....

DATE.....22 August .2012.....



**FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/OOBJ/LDC/2016/0051**

**Applicant** : **London Borough of Wandsworth**

**Representative** : **Ms E Dring of Counsel  
Instructed by Sharp Pritchard,  
Solicitors and Parliamentary Agents**

**Respondents** : **Leaseholder owners of 14,082 properties**

**Representative** : **None**

**Type of application** : **for the dispensation of all or any of the  
consultation requirements provided for by  
section 20 of the Landlord and Tenant Act  
1985**

**Tribunal members** : **Judge J E Guest  
Mr F Coffey FRICS  
Mr A Ring**

**Date of hearing** : **25/08/2016**

**Place of hearing** : **10 Alfred Place, London WC1E 7LR**

**Date of decision** : **07/09/2016**

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**DECISION**

**The Tribunal dispenses with the requirement to consult under section 20ZA of the Landlord and Tenant Act 1985 in relation to the renewal of the agreement with LASER for a four year period with effect from 01/10/2016.**

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### **The application**

1. On 24/05/2016, the Applicant made an application under section 20ZA of the Landlord and Tenant Act 1985 for dispensation from the consultation requirements in relation to an intended renewal of an agreement with an organisation called LASER (Local Authority South East Region) for the supply gas and electricity for 4 year period from 01/10/2016. A witness statement dated 24/05/2016 by the Applicant's Head of the Design Service, Hussein El Bahrawy, was filed in support of the application.
2. The Applicant had previously made applications under section 20ZA in relation to earlier agreements with LASER that were granted by the Tribunal on 02/06/2009 (in relation to gas only), in June 2010 (electricity only) and on 22/08/2012 (gas and electricity).
3. The current application was first considered by the Tribunal on 14/06/2016 when directions were made. In compliance with those directions, the Applicant: (a) notified all leaseholders of the application by way of a letter dated 17/06/2016 (with a further letter dated 27/06/2016 stating that copies of the application and supporting documents would be provided on request); (b) produced the documents on its website and (c) held four separate public meetings (during the day and in the evenings at Battersea Library and the Town Hall). A witness statement dated 18/07/2016 by the Applicant's Leasehold Services Manager, Elizabeth Parrette, set out the steps taken by the Applicant to notify leaseholders of the application and the responses received.

### **The leaseholders' responses**

4. A relatively small number of leaseholders objected to the application. Mr A Mil wrote a statement on 06/07/2016 stating that the dispensation was "not a democratic means of addressing the matter". Ms H Shroot wrote a statement on 08/07/2016 in which she said, amongst other things, that the consultation requirements were "safer for the tenants and show best value for money". Ms J Poczna jlo signed a statement on 07/07/2016 exhibiting her service charge statements for the period from 2010/11 to 2015/16 and expressing concern that electricity costs were increasing (£25.09 for 2010/11 to an estimated £49.00 for 2015/16).
5. Mr M Tyler attended one of the public meetings and he completed a response form on 08/07/2016 indicating that he opposed the application. He later provided a statement in a telephone call with the Applicant's solicitor on 24/08/2016, which he subsequently amended in a further telephone call on the day of the hearing.
6. A total of 13 response forms were completed at the meetings and exhibited to the witness statement of Ms Parrette. Another two forms were received directly by the Tribunal. Other than Mr Tyler, no leaseholder requested an oral hearing.

7. On 27/07/2016, the Tribunal made further directions. Directions were made for an oral hearing as Mr Tyler requested this. The Tribunal also directed that the Applicant provide evidence to compare the cost of gas and electricity under the LASER agreement to the costs if purchased directly from the energy suppliers. This was because the Applicant's Mr R Holt indicated that a monitoring exercise would be carried out when the Tribunal granted the first application in 2009. A witness statement dated 08/08/2016 by Ian Almeida, the Applicant's Project Officer (Energy Management) was submitted in response to this direction. This stated that Mr Holt had retired in March 2016 and, for various reasons, the Applicant was unable to provide details of any monitoring exercise, although some comparative evidence was provided.

### **The hearing**

8. An oral hearing was held on 25/08/2016. Counsel, Ms E Dring, represented the Applicant. Mr El Bahrawy and Mr Almeida both gave oral evidence. Ms Parrette did not attend (the Tribunal having listed the hearing on a date that the Applicant had specifically requested be avoided) so Mr P Dwyer, the Applicant's Leasehold and Procurement Manager, also gave oral evidence.
9. The Tribunal heard that the agreement enables the Applicant - in conjunction with 39 other local authorities - to bulk buy gas and electricity through LASER. The Applicant prefers this method of procurement as it considers that this results in a saving. The Tribunal was informed that LASER is an expert body that in essence 'plays the market' to obtain what is, on the available evidence, the best wholesale price. LASER bulk buys energy when it appears that the market is offering the best deal and, as offers can change very quickly (even hourly), it is not possible for the Applicant to consult with leaseholders.
10. The Applicant produced documentary evidence that the gas costs obtained by the Applicant during the period October 2009 to January 2012 were cheaper when compared with 'Big Six' domestic energy suppliers. The Applicant's Finance report for 2010/11 stated that there was a 10-15% saving for gas and electricity, the Finance Report for 2011/12 stated that there was a saving of 6-7% against the benchmark price and the Report for 2012/13 referred to a saving of 3-4.8% against the average market price. Information provided to the Applicant by LASER showed an average saving of 29% for gas and 13% for electricity against the rates published by the former Department of Energy and Climate Change (DECC). The Applicant also produced evidence regarding the actual charges for the period October 2015 to October 2016 against DECC's published rates, which showed a saving of 41.8% for gas and 19.4% for electricity. Although required by the directions made on 27/07/2016, the Tribunal accepted that comparisons with the domestic market were not appropriate, as the Applicant is unable to purchase gas and electricity on anything other than a commercial basis.
11. Mr Almeida told the Tribunal that he was present at the meetings when forms were completed by 13 leaseholders. Mr Almeida explained that the

leaseholders thought that they were consenting to the application, rather than opposing it.

12. The Applicant did not address Ms Poczynajlo's concerns in its written evidence, but Mr Dwyer said in his oral evidence that the increases in her electricity charges may be for reasons unrelated to the method of procurement. Mr Dwyer gave examples, such as a service charge year including only 3 quarterly bills and another including 5 quarterly bills, an increase in usage and an increase in facilities.
13. Mr Tyler attended the hearing at the conclusion of the Applicant's oral evidence. Mr Tyler made oral submissions to the Tribunal. Mr Tyler appeared to accept that it was very difficult for the Applicant to consult on arrangement with LASER.

### **The law**

14. Section 20ZA(2) of the 1985 defines a 'qualifying long term agreement' as an agreement entered into by a landlord for a term of more than 12 months.
15. Under section 20(1), the service charge a landlord can recover under such an agreement is limited unless the landlord has complied with the consultation requirements set out in Schedule 2 of the Service Charges (Consultation Requirements)(England) Regulations 2003.
16. A landlord may make an application under section 20ZA(1) to dispense with some or all of the consultation requirements and the Tribunal may make the determination if satisfied that it is reasonable.
17. The Supreme Court decision in *Daejan Investments Ltd v Benson and others [2013] UKSC 14* is the leading authority on dispensation and further guidance was given by the Upper Tribunal in the case of *OM Property Management Limited [2014] UKUT 0009*. In summary, the burden rests on a leaseholder to establish the existence of real prejudice resulting from the landlord's failure to comply with the consultation requirements and, if such a prejudice has been suffered, the landlord may be required to effectively compensate by reducing the amount of service charges claimed.

### **Reasons of the Tribunal's decision**

18. The renewal of the agreement with LASER constitutes a 'qualifying long term agreement' as it is for a period of 4 years.
18. The Applicant – like many other local authorities – wishes to purchase energy through a conglomerate that is then able to obtain deals through the wholesale market. It is a matter for the Applicant as to whether it wishes to procure services in such a way. The likely alternative would be for the Applicant to purchase gas and electricity annually at a fixed price, which would not require consultation in any event, as the agreement would be for a period of less than 12 months.

19. All leaseholders were notified of the application. The application and evidence in support was made available, including on the Applicant's website. Four separate public meetings were held. Despite all this publicity, very few leaseholders responded and even fewer objected to the application (less than 0.03% objected). Of that small number, no actual evidence was produced to suggest that the procurement of gas and electricity through a central purchasing body was not appropriate.
20. The Tribunal was somewhat surprised to find that, given that this method of energy procurement has been adopted by the Applicant since 2009, the Applicant had difficulty in producing any analysis of its own to demonstrate the savings achieved over this period by comparison with other procurement options. At the very least, such an analysis may be helpful in addressing the perfectly valid point raised by Ms Pocznyajlo that, from a leaseholder's perspective, electricity costs had increased year on year to the point that they had almost doubled in 5 years. In any future application under section 20ZA, the Tribunal would expect to see some evidence that the Applicant has monitored the benefits of the arrangement with LASER. Also, any leaseholder's specific concerns raised in objections should be addressed.
21. The grant of dispensation does not affect a leaseholder's right to challenge the gas and electricity charges sought through their service charges. The dispensation only relates to the consultation requirements. A leaseholder who considers that the charges have not reasonably been incurred may still make an application to the Tribunal for a determination under section 27A of the 1985 Act.

Dated: 07/09/2016

Judge J E Guest





## First-tier Tribunal, Property Chamber Residential Property

### GUIDANCE ON APPEAL

- 1) An appeal to the Upper Tribunal against a decision of a First-tier Tribunal (Property Chamber) can be pursued only if **permission to appeal** has been given. Permission must initially be sought from the First-tier Tribunal. If you are refused permission to appeal by the First-tier Tribunal then you may go on to ask for permission from the Upper Tribunal (Lands Chamber).
- 2) An application to the First-Tier Tribunal for permission to appeal must be made **so that it is received by the Tribunal within 28 days after the date on which the Tribunal sends its reasons for the decision.**
- 3) If made after the 28 days, the application for permission may include a request for an extension of time with the reason why it was not made within time. Unless the application is made in time or within granted extended time, the tribunal must reject the application and refuse permission.
- 4) You must apply for the permission **in writing**, and you must:
  - identify the case by giving the address of the property concerned and the Tribunal's reference number;
  - give the name and address of the applicant and any representative;
  - give the name and address of every respondent and any representative
  - identify the decision or the part of the decision that you want to appeal;
  - state the grounds of appeal and state the result that you are seeking;
  - sign and date the application
  - send a copy of the application to the other party/parties and in the application record that this has been done

The tribunal may give permission on limited grounds.

- 5) When the tribunal receives the application for permission, the tribunal will first consider whether to review the decision. In doing so, it will take into account the overriding objective of dealing with cases fairly and justly; but it cannot review the decision unless it is satisfied that a ground of appeal is likely to be successful.
- 6) On a review the tribunal can
  - correct accidental errors in the decision or in a record of the decision;
  - amend the reasons given for the decision;
  - set aside and re-decide the decision or refer the matter to the Upper Tribunal;
  - decide to take no action in relation to the decision.

If it decides not to review the decision or, upon review, to take no action, the tribunal will then decide whether to give permission to appeal.

- 7) The Tribunal will give the parties written notification of its decision. **If permission to appeal to the Upper Tribunal (Lands Chamber) is granted**, the applicant's notice of intention to appeal must be sent to the registrar of the Upper Tribunal (Lands Chamber) so that it is received by the registrar within **28 days** of the date on which notice of the grant of permission was sent to the parties.
- 8) **If the application to the Property Chamber for permission to appeal is refused**, an application for permission to appeal may be made to the Upper Tribunal. An application to the Upper Tribunal (Lands Chamber) for permission must be made within **14 days** of the date on which you were sent the refusal of permission by the First-tier Tribunal.
- 9) The tribunal can **suspend the effect of its own decision**. If you want to apply for a stay of the implementation of the whole or part of a decision pending the outcome of an appeal, you must make the application for the stay at the same time as applying for permission to appeal and must include reasons for the stay. You must give notice of the application to stay to the other parties.

**These notes are for guidance only. Full details of the relevant procedural provisions are mainly in:**

- the Tribunals, Courts and Enforcement Act 2007;
  - the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013;
  - The Tribunal Procedure (Upper Tribunal)(Lands Chamber) Rules 2010.
- You can get these from the Property Chamber or Lands Chamber web pages or from the Government's official website for legislation or you can buy them from HMSO.

*The Upper Tribunal (Lands Chamber) may be contacted at:*

*5<sup>th</sup> Floor, Rolls Building, 7 Rolls Buildings  
Fetter Lane, London EC4A 1NL*

*Tel: 0207 612 9710  
Goldfax: 0870 761 7751*

*Email: [lands@hmcts.gsi.gov.uk](mailto:lands@hmcts.gsi.gov.uk)*

The Upper Tribunal (Lands Chamber) form (T601 or T602), Explanatory leaflet and information regarding fees can be found on [www.justice.gov.uk/tribunals/lands](http://www.justice.gov.uk/tribunals/lands).



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/00AH/LVT/2020/0001**

**HMCTS code (paper, video, audio)** : **P: PAPER REMOTE**

**Property** : **Various leasehold properties in the London Borough of Wandsworth**

**Applicant** : **The London Borough of Wandsworth**

**Representative** : **Ashfords LLP, Solicitors**

**Respondent** : **13,966 leaseholders in Wandsworth who benefit from the communal supply of electricity and/or gas**

**Representative** : **In person**

**Type of application** : **Dispensation with Consultation Requirements under section 20ZA Landlord and Tenant Act 1985**

**Tribunal member** : **Judge Robert Latham**

**Venue** : **10 Alfred Place, London WC1E 7LR**

**Date of decision** : **30 July 2020**

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**DECISION**

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The Tribunal grants this application to dispense with the consultation requirements imposed by section 20 of the Landlord and Tenant Act 1985 in respect of the proposed renewal of its Framework Agreement with LASAR for the electricity and gas contracts for the period 1 October 2020 to 30 September 2024.

## **Covid-19 pandemic: description of hearing**

This has been a remote hearing on the papers which has not been objected to by the parties. The form of remote hearing was P:PAPERREMOTE. The Directions provided for the application to be determined on the papers unless any party requested a hearing. No party has requested a hearing. The applicant has filed a bundle of documents which extends to 111 pages. This includes the written representations which have been received from the leaseholders.

### **The Application**

1. By an application, dated 1 April 2020, the London Borough of Wandsworth (“Wandsworth”) seeks a rolling dispensation from the consultation requirements of Section 20 of the Landlord and Tenant Act 1985 (“the Act”) in respect of qualifying long term agreements for the procurement of energy contracts for gas and electricity for the period 1 October 2020 to 30 September 2024. The application relates to 13,966 Wandsworth leaseholders who are required to pay for the provision of electricity and 668 leaseholders who are required to pay for the provision of gas through their service charge. The application is accompanied by a witness statement by Ian Almeida, a Project Officer in Wandsworth’s Energy Management Team
2. Wandsworth is already part of a Framework Agreement with LASER to supply gas and electricity. The gas and electricity contracts are due to renewed in October 2020 and need to be extended. Dispensations have already given by the Tribunal:
  - (i) June 2009 (LON/00BJ/LDC/2009/0021) for gas;
  - (ii) February 2010 (LON/00BJ/LDC/2010/0017) for electricity;
  - (iii) August 2012 (LON/00BJ/LDC/2012/0061) for electricity and gas; and
  - (iv) August 2016 (LON/00BJ/LDC/2016/0051) for electricity and gas.
3. On 12 May 2020, the Tribunal issued Directions. Pursuant to these Directions,
  - (i) By 1 June, Wandsworth had placed on its website a copy of the application form with all supporting documentation including a list of all leaseholders (but excluding any personal data) and the Directions. The website link is <https://www.wandsworth.gov.uk/housing/leasehold-consultation-on-supply-of-gas-and-electricity-contract/>.
  - (ii) By 1 June 2020 Wandsworth had sent the leaseholders, by email, hand delivery or first class post a letter providing details

of the website where all the documents relating to the application could be accessed. The letter also stated that if the leaseholder so requested by 15 June, Wandsworth would send them a copy of the application form together with the supporting documents.

4. By 10 July, any leaseholder who opposed the application was directed to complete a Reply Form which was attached to the Directions and to send Wandsworth a statement in response to the application, together with and documents upon which they wish to rely. They were also asked to specify whether they required an oral hearing.
5. Wandsworth have produced a Bundle of Documents in support of this application. This includes the ten responses which they have received (at p.66 to 111). Wandsworth state that they have also received 183 emails and 180 telephone calls seeking clarification or amending their contact details.

### **The Responses**

6. The following leaseholders have responded:
  - (i) Aile Darilag (p.66-8): On 1 June, Aile Darilag completed a Reply Form. No grounds for opposing the application are specified.
  - (ii) Nida Khayrallah (p.69-71): On 2 June, Ms Khayrallah requested a word version of the documents. These were provided. On 14 June, Ms Khayrallah completed a Reply Form. No grounds for opposing the application are specified.
  - (iii) Battersea High Street Residents Association (Paddy Keane) (p.72-79): On 6 June, Mr Keane completed a Reply Form. He stated that he was completing it in a personal capacity. He raised a number of queries and questioned how Wandsworth would ensure that the arrangement would secure best value for the leaseholders. On 16 June, Wandsworth responded to these queries. Mrs Ennafii, a Senior Consultation Officer in Wandsworth Housing & Regeneration Department, highlighted the passages in Mr Almeida's statement which sought to illustrate the savings which had been made since 2009 through the arrangement. Wandsworth would continue to carry out price monitoring exercises. Whilst the agreements between Wandsworth and LASER could not be disclosed as these contained commercially sensitive information, the authority would be willing to make these available to the tribunal. On 14 July, Mr Keane confirmed that he was not requesting an oral hearing. However, a number of members of the Association had raised concerns with him and they would be keeping an eye on costs,
  - (iv) Andrew Paul Healey (p.80-87): On 16 June, Mr Healey completed a Reply Form. He queried why the communal electricity charges in his

block were so high. Mrs Ennafii responded providing details of the block electricity charges.

(v) Glorinda De Bellis (p.88-89): On 16 June, Ms De Bellis completed a Reply Form. No grounds for opposing the application are specified.

(vi) Tom de Castella (p.90-100): On 15 June, Mr de Castella complained about the costs charged for the communal supply to his two-storey maisonette in Tooting. He lives in the first floor flat whilst a housing association hold the lease of the ground floor. Between them, the two lessees have to pay £150 a year for one hallway light which is on a 20 second timer switch. On 9 July, Cheryl Jordan, the Estate Manager, responded providing a breakdown of the meter and a summary of the costs for 2018/9. On 22 July, she provided further information.

(vii) C Brisco (p.101-104): On 3 July, Ms Brisco wrote to Wandsworth objecting to any attempt to dispensing with the consultation requirements. She complained about the proposed secrecy which she suggested breeds corruption. She also complained that she had not been provided with full details of the proposal. She did not complete a Reply Form. On the same day, Mrs Ennafii responded clarifying the nature of the application and pointing out where details of the proposal could be found on Wandsworth's website. She was reminded that if she objected to the proposal, she should complete the Reply Form and return it by 10 July. Ms Brisco did not do so.

(viii) Tanasak Wannarat (p.105-7): On 3 July, Mr Wannarat completed a Reply Form. Although this stated that he had sent a statement to Wandsworth, no statement was enclosed. On 6 July, Mrs Parrette, Leasehold Services Manager, responded clarifying the nature of the application.

(ix) Phil New (p.108): On 8 July, Mr New sent Wandsworth an email stating that he opposed the proposal due to cost. No Reply Form has been completed.

(x) Carol Campbell (p.109-111): On 9 July, Miss Campbell completed a Reply Form. She stated that she had sent a statement to Wandsworth. No statement was enclosed.

### **The Law**

7. The only issue which this Tribunal is required to determine is whether or not it is reasonable to dispense with the statutory consultation requirements, and if so, whether to impose any conditions. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.** However, the statutory consultation procedures are part of the statutory armoury to protect leaseholders from paying excessive service charges.

8. Section 20ZA (2) of the Act defines a 'qualifying long term agreement' as an agreement entered into by a landlord for a term of more than 12 months.
9. Section 20(1), limits the service charge which a landlord can recover under such an agreement unless it has complied with the consultation requirements set out in Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003.
10. A landlord may make an application under section 20ZA (1) to dispense with some or all of the consultation requirements and the Tribunal may make the determination if satisfied that it is reasonable. The Supreme Court decision in *Daejan Investments Ltd v Benson and others* [2013] UKSC 14; [2013] 1 WLR 854 is the leading authority on dispensation. In summary, the burden rests on a leaseholder to establish that real prejudice would arise from the landlord's failure to comply with the statutory consultation requirements. If such prejudice is established, dispensation may be refused or conditions may be imposed.

### **The Background**

11. In his witness statement (at p.13-47), Mr Almeida describes the background to the current Framework Agreement for the supply of both the gas and electricity. Energy markets are complex and volatile, making them liable to sudden price fluctuations, which are often linked to real or perceived threats to supply and demand that can significantly change prices, on a daily basis. The key variant is the wholesale price.
12. Because of its volatility, the energy market cannot be index linked and the true cost savings accrue directly from the lower absolute outlay. Given the nature of the energy market and the influencing factors such as the increasing move to renewables, carbon reduction measures, taxation and increased reliance on energy imports, it is very unlikely that the opportunity for any absolute cost reduction will occur.
13. For many years, central government has recommended that all public sector bodies buy energy through an aggregated, flexible, risk managed framework, managed by experts: a central purchasing body ("CPB"). The effectiveness of the access agreement/call-off contract, is derived from the ability of public sector authorities to work together and collectively buy energy on the wholesale market, through a CPB that aggregates and purchases gas and electricity commodities where market conditions are favourable. The ability to purchase "chunks" of energy over longer periods of time avoids the high risk strategy of single day purchasing, typically associated with fixed price, fixed period, tendering.



14. Wandsworth's CPB is LASER (Local Authority South East Region) who are active in planned government initiatives and have been assessed and approved as a best practice energy procurement service provided by the OGC led collaborative energy category and London Energy Project. The contract arrangement has been let in compliance with EU Regulations.
15. Wandsworth has been a part of the framework agreement since 1 October 2009 and considers that the agreement has been very effective in mitigating the effects of a changeable energy market. LASER report an annual saving to the London Borough of Wandsworth of £564k, on an expenditure of approx. £9.7m a year, on their flexible energy procurement framework
16. Two external organisations have benchmarked LASER prices:
  - (i) The Major Energy Users Council: for the year 2018/19, against their average market prices, LASER's were 15% less for electricity and 12.5% less for gas. This equates to a cost avoidance of £693k.
  - (ii) The Department for Business, Energy and Industrial Strategy published figures which show that, for the year ending September 2019, LASER's prices were 7.5% lower than average consumer prices.

### **The Tribunal's Decision**

17. The renewal of the agreement with LASER constitutes a 'qualifying long term agreement' as it is for a period of 4 years. The Tribunal is satisfied that it is reasonable to grant dispensation. Wandsworth consider that the current Framework Agreement with LASER secures best value for its leaseholders. The tribunal accepts that it is not practical for Wandsworth to comply with the full statutory consultation procedures. In particular, leaseholders cannot nominate a contractor in response to the Stage 1 notice which the Act would require the authority to serve. The alternative would be for Wandsworth to purchase gas and electricity annually at a fixed price. This would not require consultation as the agreement would be for a period of less than 12 months.
18. The tribunal have considered the objections raised by the leaseholders. Wandsworth has responded to these. It is apparent that some leaseholders have been unclear about what is proposed. Wandsworth has sought to provide clarification. Others suggest that the sums charged to their blocks have been unreasonably high. Wandsworth has sought to address their concerns.
19. The only issue which this tribunal has been required to determine is whether or not it is reasonable to dispense with the statutory

consultation requirements. The grant of dispensation does not affect a leaseholder's right to challenge the gas and electricity charges sought through their service charges. A leaseholder who considers that the charges have not reasonably been incurred may still make an application to the Tribunal for a determination under section 27A of the Act.

20. No leaseholder has established that that they will suffer any prejudice as a result of Wandsworth not complying with the statutory consultation procedures. In the circumstances, it is appropriate to grant dispensation without any conditions.

#### **Notification of this Decision**

21. The tribunal will send a copy of its decision to the leaseholders specified in paragraph 6 above.
22. Wandsworth shall, by 7 August, send a copy of the tribunal's decision to all leaseholders, by email, hand delivery by first class post.
23. Further, Wandsworth shall, by 7 August, place a copy of the tribunal's decision on its website and shall maintain it there for at least 3 months, with a sufficiently prominent link on its home page.

**Judge Robert Latham**  
**30 July 2020**

#### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made **by e-mail** to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).



# Summary Document

**LVT Gas & Electricity Dispensation Aug/Sept 2024 – Record of Responses**

**Responses (Email and Phone Calls) Total – 223**

**Emails (Requesting further information) - 44**

**Emails (Further information and updating records) – 77**

**Phone Calls – 96**

**Objections (Email) – 6**

## **2.1 Objections and Replies**

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 19 September 2024 16:48  
**To:** James Clarke  
**Subject:** [REDACTED] - Objection  
**Attachments:** Reply form - [REDACTED] - Leaseholder - 13 August 2024.pdf; Statement pursuant to First Tier Tribunal direction of 17 July 2024, ref. LON%2F.pdf

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**From:** James Clarke  
**Sent:** Thursday, September 19, 2024 4:33 PM  
**To:** [REDACTED]  
**Subject:** [REDACTED] - LON/00BJ/LDC/2024/0174

Dear [REDACTED],

I write further to your email dated 13 August 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. Furthermore, please accept my apologies for the delay in responding. I can advise any objections and responses will be provided to the Tribunal at the end of this process for their review and whilst they consider the council's application.

Overall, the application to the tribunal is to dispense with consultation requirements in respect to the renewal of the energy procurement contracts, and as you may be aware we undertook this same process in previous years. As you may have experienced during past consultation processes, these can span many months in total and the practicalities of doing so in this case would prove challenging, not least because it involves approximately 14,000 leaseholders. Furthermore, if the council were to write to all leaseholders with a Notice including estimated prices for their respective block or building, by the time the consultation period of 30 days had passed, the initial prices provided would effectively be null and void as prices would have changed during the consultation period. The fuel procurement process involves an increasingly volatile market and prices change on a daily if not hourly basis, and by dispensing with consultation requirements the council's supplier is able to react immediately throughout the term of the contract to secure the lowest rates. In the circumstances, it is impracticable for the council to comply with consultation requirements and these would have the negative effect in preventing residents from getting the best possible deal for energy supply. This is no reflection as to the process moving forward, whereby the council will continue to consult with leaseholders on all major schemes, and ultimately the above is all carried out with the intention to provide security and keep electricity costs as low as possible and in turn keep leaseholder contributions to this as low as possible over the long-term.

In regards to the continuing approach the council is taking in regards to 4-year contracts with LASER, the preferred central purchasing body, the Energy and Sustainability team have reaffirmed that the previous value for money assessment undertaken by the London Energy Project, a public sector shared intelligence service of authorities that manage energy category development and supplier relations, ultimately continues to be the case. The report's key finding that 'aggregated, flexible, risk managed (Flex) procurement was effective in controlling commodity costs and continues to be the most appropriate price risk management strategy currently available', remains applicable in the current circumstances. The LEP also went on to state that fixed term, fixed price contracts (which were used by the Applicant prior to entering into the purchase in advance flexible framework with LASER) were not effective in controlling costs and present a medium financial risk. The flexible procurement framework is renewed every four years to align with public procurement guidelines and to ensure a fair and competitive process each four years to reassess the market, access the best supplier,

product and pricing options available. In terms of 4 years, to gain the greatest benefit of flexible procurement and the Council's chosen strategy, Laser recommend committing as far in advance as the Council can prior to a pricing anniversary to ensure Laser have ample time to purchase the Council's energy supply. By doing so, this provides the Council with a long-term hedging strategy that manages risk and opportunity, meaning the Council can take advantage of opportunistic markets and not having to buy large proportions at peak times or over a small window. By exercising this strategy the Council can significantly increase chances of lower rates and budgets whilst also allowing Laser to provide the Council with improved forecast insights.

In addition, I would advise that the Energy and Sustainability team are currently engaging an independent expert in the field to gain a further independent analysis of the procurement process. As such, please be advised that a further response will shortly be provided directly by the Energy and Sustainability team as soon as possible and once this information becomes available.

In the meantime, thank you for submitting the attached objection and I hope the above proves constructive.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** James Clarke  
**Sent:** Thursday, August 22, 2024 1:43 PM  
**To:** [REDACTED]  
**Subject:** RE: LON/00BJ/LDC/2024/0174

Dear [REDACTED]

Thank you for your email which was passed for my attention. I will endeavour to respond within 10 working days.

Kind regards

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)





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**From:** [REDACTED]  
**Sent:** Tuesday, August 13, 2024 10:39 PM  
**To:** [london.rap@justice.gov.uk](mailto:london.rap@justice.gov.uk)  
**Cc:** Audrey Graham-Bolt <[Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)>  
**Subject:** LON/00BJ/LDC/2024/0174

Dear Sir/Madam

I attach my reply form, pursuant to the directions, together with my accompanying statement.

Regards.

[REDACTED]  
Leaseholder

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 13 August 2024 21:28  
**To:** LondonRAP@justice.co.uk  
**Cc:** Audrey Graham-Bolt  
**Subject:** LON/00BJ/LDC/2024/0174  
**Attachments:** Reply form - [REDACTED] - Leaseholder - 13 August 2024.pdf; Statement pursuant to First Tier Tribunal direction of 17 July 2024, ref. LON%2F.pdf

|-----|  
This Message Is From an Untrusted Sender  
You have not previously corresponded with this sender.  
|-----|

Dear Sir/Madam

I attach my reply form, pursuant to the directions, together with my accompanying statement.

Regards.

[REDACTED]  
Leaseholder

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**Statement pursuant to First Tier Tribunal direction of 17 July 2024, ref. LON/00BJ/LDC/2024/0174**

1. I am a respondent in this matter, being the leaseholder of a property relevant to the applicant's application.
2. I object to the application for the following reasons.
3. Paragraph (D) of your judgment holds, or at least characterises the contention as being, that the applicant 'needs to be able to act within three hours'. There is no evidence submitted by the applicant in support of this claim, for instance in the witness statement of Jamila Atta, or otherwise.
4. The witness statement of Jamila Atta upon which the applicant's case is apparently founded sets out the contention that volatility and fluctuations in the energy sector have in recent years been mitigated by the measures taken by the applicant in respect of its procurement practices. I take no issue with, and do not dispute, the historical evidence set out by that witness in their witness statement in that regard. However, as the witness fairly concedes, they are '*not an independent expert in the field*', and their evidence relates to historic fluctuations in real-world fluctuations in energy prices that have been experienced. The applicant does not appear to have adduced evidence of what the future trends may be, and therefore what potential benefit if any would arise for respondents from a waiving of the extant consultation requirements. There is no explicit commitment in the submissions of the applicant that their desire for a waiving of the extant statutory consultation provisions is motivated, in part or in whole, by any desire to secure the best value for leaseholders.
5. The current trends in energy prices, insofar as they can be defined or divined, would appear to be in consumer's favour, and it is therefore even more unsatisfactory that the applicant offers no, or no sufficient, evidence in support of its application to waive the extant statutory requirements. For instance, it is difficult to see how the applicant's case for securing long-term deals, based on outdated trends arising from periods during which the energy market was at a peak, can now be properly sustained given that energy prices have fallen, and are expected to continue to fall.
6. The tenor of the applicant's submission is that they wish to keep leaseholders' liabilities at a minimum. I of course support that, and I make this statement pursuant to my desire to ensure that costs are appropriate and the applicant continues to be held accountable. I do not wish to slow the hand of the applicant if their concern is to be able to move apace to secure the most appropriate and desirable energy deals for consumers. My concern is that, if the extant statutory mechanisms were to be waived as sought, the interests of leaseholders would be obviated because the applicant has not properly set out its case.
7. I respectfully submit that the application as set out should be resisted. If in the alternative the Tribunal in exercising its own independent judgement comes to a different view, I would invite the Tribunal to make directions to secure an alternative means of ensuring that any contracts that are entered into or extended

are subject to appropriate scrutiny and consultation, or at least specifically directed to be in the best interests of leaseholders, with specific regard to value for money considerations. In attempting to be pragmatic I recognise that that suggestion may be rather vague and difficult to enforce.

8. I respectfully invite the Tribunal to have regard to this statement. I confirm that a copy of the same will be served on the representatives acting for the applicants, as directed by the Tribunal.

[REDACTED]

**Leaseholder**

**William Harvey House**

[REDACTED]

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 14 August 2024 11:11  
**To:** London.RAP@justice.gov.uk; Audrey Graham-Bolt  
**Subject:** Leaseholders affected by electricity contract, London Borough of Wandsworth  
**Attachments:** LBW Scan .pdf

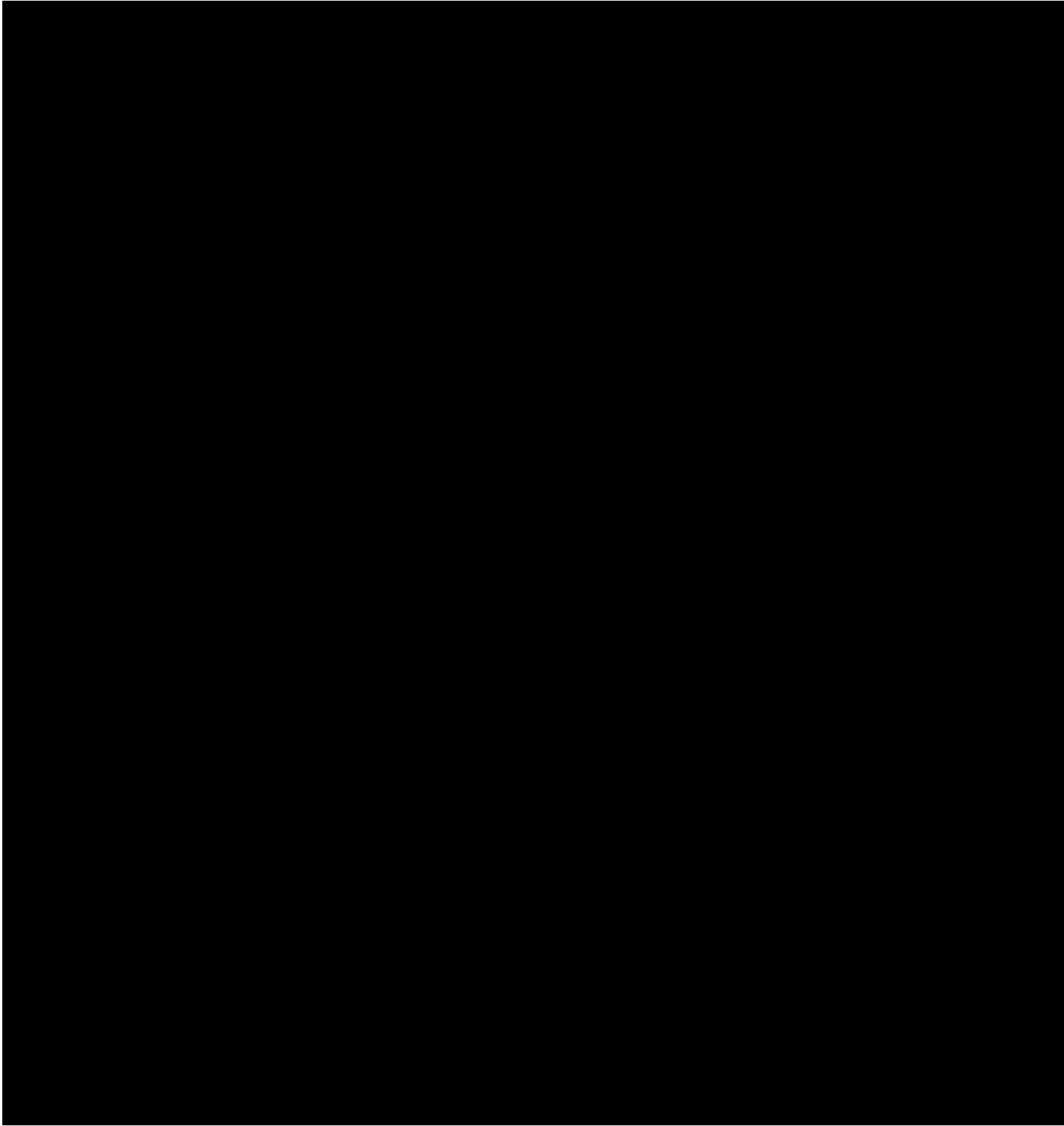
**This Message Is From an Untrusted Sender**

You have not previously corresponded with this sender.

Statement:

Please find attached my objection to dispensation of all consolation requirements, the council has to follow all regulations as is currently directed.

[REDACTED]



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**From:** [REDACTED]

**Sent:** 27 August 2024 11:28

**To:** London RAP <London.RAP@justice.gov.uk>; Audrey Graham-Bolt <audrey.graham-bolt@merton.gov.uk>

**Subject:** FW: Leaseholders affected by electricity contract, London Borough of Wandsworth

**This Message Is From an Untrusted Sender**

You have not previously corresponded with this sender.

As per your letter dated 16<sup>th</sup> Aug 24.

[REDACTED]

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**From:** James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>

**Date:** Thursday, 22 August 2024 at 13:44

**To:** [REDACTED]

**Subject:** RE: Leaseholders affected by electricity contract, London Borough of Wandsworth

Official

Dear [REDACTED]

Thank you for your email which is receiving my attention. I will endeavour to respond within 10 working days.

Kind regards

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



---

**From:** [REDACTED]

**Sent:** Wednesday, August 14, 2024 11:11 AM

**To:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk); Audrey Graham-Bolt <[Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)>

**Subject:** Leaseholders affected by electricity contract, London Borough of Wandsworth

Statement:

Please find attached my objection to dispensation of all consolation requirements, the council has to follow all regulations as is currently directed.

[REDACTED]

IMPORTANT:

This email and any of its attachments are intended solely for the use of the individual or entity to whom they are addressed. If you have received this message in error you must not print, copy, use or disclose the contents to anyone. Please also delete it from your system and inform the sender of the error immediately. Emails sent and received by Richmond and Wandsworth Councils are monitored and may be subsequently disclosed to authorised third parties, in accordance with relevant legislation.





<b>Case Reference:</b>	LON/00 BJ/LDC/2024/0174
<b>Property:</b>	Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord's representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	AS below	

**Please also complete the details below:**

<b>Date:</b>	14/8/24
<b>Signature (can be digital):</b>	[Redacted]
<b>Print Name:</b>	[Redacted]
<b>Address of affected property:</b>	[Redacted]
<b>Your correspondence address (if different):</b>	[Redacted]
<b>Telephone:</b>	[Redacted]
<b>Email:</b>	[Redacted]

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email to:**  
[London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord's representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	AS below	

**Please also complete the details below:**

<b>Date:</b>	11/8/24
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 04 September 2024 15:16  
**To:** James Clarke  
**Subject:** 24 Anderson House - Objection  
**Attachments:** LBW Scan .pdf

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**From:** James Clarke  
**Sent:** Wednesday, September 4, 2024 3:01 PM  
**To:** [REDACTED]  
**Subject:** [REDACTED] - Leaseholders affected by electricity contract, London Borough of Wandsworth

Dear [REDACTED],

I write further to your email dated 14 August 2024 and thank you for submitting the attached objection in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. I wish to advise that any objections and responses will be provided to the Tribunal at the end of this process for their review and whilst they consider the council's application, although in the meantime I am just writing to provide an overview of the council's application and the reasons for doing so.

Overall, this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders. The purpose of the original letter was to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only. For background, this application was also made 4 years ago and 4 years prior to that and so on, with the council's procurement contracts with suppliers for energy to serve the communal areas of blocks spanning 4-year periods. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry systems, of which you already pay a contribution via your annual service charge.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. To provide further clarification, the idea in dispensing with consultation requirements on this occasion only would be to ensure the renewal of the procurement contracts for communal energy is as smooth a transition as possible. By entering into a long-term agreement our supplier can provide access to the most competitive prices available whilst also offering long-term security by purchasing in bulk, and as this relates to all housing stock across the entire borough the capacity required is obviously significant.

As you may be aware from past major works schemes, the consultation process can span many months in total and the practicalities of doing so in this case would prove challenging, not least because it involves approximately 14,000 leaseholders. Furthermore, if the council were to write to all leaseholders with a Notice including estimated prices for their respective block or building, by the time the consultation period of 30 days had passed, the initial prices provided would effectively be null and void as prices would have changed in that time, this is a volatile market and rates change on a daily basis and there is no guarantee as to the future outlook of the energy market. This is no reflection as to the process moving forward, whereby the council will continue to consult with leaseholders on all major schemes, although the above is all with the intention to

provide security and keep electricity costs as low as possible and in turn keep leaseholder contributions to this as low as possible over the long-term.

As noted above, your objection will of course still be noted by the Tribunal although I hope the above response proves constructive, and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



---

**From:** James Clarke  
**Sent:** Thursday, August 22, 2024 1:44 PM  
**To:** [REDACTED]  
**Subject:** RE: Leaseholders affected by electricity contract, London Borough of Wandsworth

Dear [REDACTED]

Thank you for your email which is receiving my attention. I will endeavour to respond within 10 working days.

Kind regards

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]

**Sent:** Wednesday, August 14, 2024 11:11 AM

**To:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk); Audrey Graham-Bolt <[Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)>

**Subject:** Leaseholders affected by electricity contract, London Borough of Wandsworth

Statement:

Please find attached my objection to dispensation of all consolation requirements, the council has to follow all regulations as is currently directed.

[REDACTED]

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 15 August 2024 10:15  
**To:** Audrey Graham-Bolt  
**Subject:** Case Reference: - LON/00BJ/LDC/2024/0174  
**Attachments:** Objection Form.pdf; Notice of Application .pdf

**This Message Is From an Untrusted Sender**

You have not previously corresponded with this sender.

Dear Audrey,

I have been allocated as spokesperson on behalf of the [REDACTED] [REDACTED] and [REDACTED]. We **OPPOSE** the plans to dispense of the consultation aspect as we believe the procurement process is very important and will prevent potential deals being done that are not in the best interest of leaseholders.

Please see attached completed objection form.

Many thanks,

[REDACTED]

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	[REDACTED]	

**Please also complete the details below:**

<b>Date:</b>	15 August 2024
<b>Signature (can be digital):</b>	[REDACTED]
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	






## Wandsworth Council

Housing & Regeneration Department  
Town Hall  
Wandsworth High Street  
London SW18 2PU

Please ask for/reply to:  
Telephone: 020 8871 6000  
Direct Line: 020 8871 8497/8465/8498/8499  
Email:  
James.Clarke@richmondandwandsworth.gov.uk  
Web: [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)  
Our ref: HRD/LS/JC/Dispensation2024  
Date: 12<sup>th</sup> August 2024



Dear Leaseholder,

I understand that you are the leaseholder(s) of 

**Notice of Application by Wandsworth Borough Council to the First Tier Tribunal Property Chamber (Residential Property) for Dispensation of all or any of the Consultation Requirements contained in S.20 of the Landlord and Tenant Act 1985, in respect of the renewal of procurement contracts for the supply of Gas and Electricity.**

**Case Reference: - LON/00BJ/LDC/2024/0174**

Wandsworth Council have applied to the First Tier Tribunal Property Chamber (Residential Property) for permission to dispense with the consultation requirements under Section 20 Landlord and Tenant Act 1985 concerning the renewal of the procurement contract for the supply of and electricity that power communal facilities.

As directed by the Tribunal a copy of the Application, supporting documents, Directions and amended directions issued in this matter have been published on the Council website at <http://www.wandsworth.gov.uk/housing/dispensation2024>. Should you wish to respond to the application **please do so by 4<sup>th</sup> September 2024**.

Alternatively, an electronic or 'hard' copy of the Application, supporting documents, Directions and amended directions are available and a copy can be sent to you by email or via the Royal Mail postal service should you require. If you would like to receive a copy, please contact me by email or telephone at the address set out above.

As the application progresses, additional documents will be added to the Council website. The Tribunal's final decision is likely to be uploaded on the website on/or after 23 October 2024.

Any leaseholder wishing to oppose this application must complete the reply form attached to the Directions and send by email to the Tribunal at [LondonRAP@justice.co.uk](mailto:LondonRAP@justice.co.uk) by **18<sup>th</sup> September 2024**. In addition, a statement in response to the application with any supporting documents and a copy of the reply form must also be sent to the Council/its representative in this matter by email to [audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk) or by post to South London Legal Partnership, Gifford House, 67c St Helier Avenue, Morden, SM4 6HY (DX161030 Morden 3).

The Tribunal will determine this application during the seven days commencing **23<sup>rd</sup> September 2024**. However, any party may make a request to the Tribunal that a hearing should be held, and any such request must be made as soon as possible.

### Information on the contract and application

As you are aware the council is responsible for providing lighting in the communal areas of the block/estate grounds and your block may benefit from a lift or door entry system. A percentage of the cost of the electricity used to power these services is recovered from leaseholders by way of the annual service charge.

In addition, your property might benefit from a communal heating system and you pay the Council for the cost of the gas used to provide that heating as part of the heating and hot water charge.

The council needs to renew the contract under which it buys the electricity used to power these services but because the agreement is for more than one year, the consultation regulations state that we must serve two consultation notices allowing a 30-day consultation period at each stage with details of the anticipated cost.

The Tribunal has previously granted the Council dispensation and the Council entered into a framework agreement for the supply of gas and electricity. The current framework term for both Gas and Electricity flexible arrangements ends on the 30<sup>th</sup> September 2024 and must be renewed for the period 1<sup>st</sup> October 2024 to 30 September 2028.

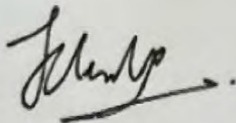
The price of electricity is volatile, and prices change on a daily basis so any notice that the council serves would be invalid as the prices would have changed after the letter has been sent.

Therefore, this application has been made asking the tribunal for permission to dispense with the consultation requirements in respect of only this contract which would enable the council to renew the agreement that it is already party to and continue purchasing electricity (and gas for only properties in the Borough which benefit from a communal boiler system) as it does now.

Please Note:

- If you have a general query not related to this application, please contact the council switchboard on 0208 8871 6000 or by email to [hms@richmondandwandsworth.gov.uk](mailto:hms@richmondandwandsworth.gov.uk)

Yours sincerely

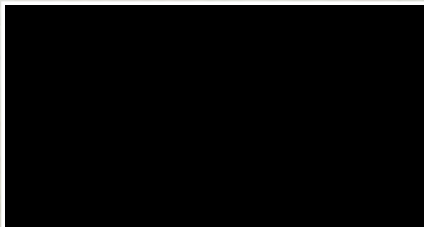


**Mr James Clarke**  
Consultation Officer



**Wandsworth Council**  
Housing & Regeneration Department  
Town Hall  
Wandsworth High Street  
London SW18 2PU

Please ask for/reply to:  
Telephone: 020 8871 6000  
Direct Line: 020 8871 8497/8465/8498/8499  
Email:  
James.Clarke@richmondandwandsworth.gov.uk  
Web: [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)  
Our ref: HRD/LS/JC/Dispensation2024  
Date: 12<sup>th</sup> August 2024



Dear Leaseholder,

[Redacted] that you are the leaseholder(s) of [Redacted]

**Notice of Application by Wandsworth Borough Council to the First Tier Tribunal Property Chamber (Residential Property) for Dispensation of all or any of the Consultation Requirements contained in S.20 of the Landlord and Tenant Act 1985, in respect of the renewal of procurement contracts for the supply of Gas and Electricity.**

**Case Reference: - LON/00BJ/LDC/2024/0174**

Wandsworth Council have applied to the First Tier Tribunal Property Chamber (Residential Property) for permission to dispense with the consultation requirements under Section 20 Landlord and Tenant Act 1985 concerning the renewal of the procurement contract for the supply of and electricity that power communal facilities.

As directed by the Tribunal a copy of the Application, supporting documents, Directions and amended directions issued in this matter have been published on the Council website at <http://www.wandsworth.gov.uk/housing/dispensation2024>. Should you wish to respond to the application **please do so by 4<sup>th</sup> September 2024**.

Alternatively, an electronic or 'hard' copy of the Application, supporting documents, Directions and amended directions are available and a copy can be sent to you by email or via the Royal Mail postal service should you require. If you would like to receive a copy, please contact me by email or telephone at the address set out above.

As the application progresses, additional documents will be added to the Council website. The Tribunal's final decision is likely to be uploaded on the website on/or after 23 October 2024.

Any leaseholder wishing to oppose this application must complete the reply form attached to the Directions and send by email to the Tribunal at [LondonRAP@justice.co.uk](mailto:LondonRAP@justice.co.uk) by **18<sup>th</sup> September 2024**. In addition, a statement in response to the application with any supporting documents and a copy of the reply form must also be sent to the Council/its representative in this matter by email to [audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk) or by post to South London Legal Partnership, Gifford House, 67c St Helier Avenue, Morden, SM4 6HY (DX161030 Morden 3).

The Tribunal will determine this application during the seven days commencing **23<sup>rd</sup> September 2024**. However, any party may make a request to the Tribunal that a hearing should be held, and any such request must be made as soon as possible.

### Information on the contract and application

As you are aware the council is responsible for providing lighting in the communal areas of the block/estate grounds and your block may benefit from a lift or door entry system. A percentage of the cost of the electricity used to power these services is recovered from leaseholders by way of the annual service charge.

In addition, your property might benefit from a communal heating system and you pay the Council for the cost of the gas used to provide that heating as part of the heating and hot water charge.

The council needs to renew the contract under which it buys the electricity used to power these services but because the agreement is for more than one year, the consultation regulations state that we must serve two consultation notices allowing a 30-day consultation period at each stage with details of the anticipated cost.

The Tribunal has previously granted the Council dispensation and the Council entered into a framework agreement for the supply of gas and electricity. The current framework term for both Gas and Electricity flexible arrangements ends on the 30<sup>th</sup> September 2024 and must be renewed for the period 1<sup>st</sup> October 2024 to 30 September 2028.

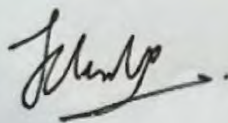
The price of electricity is volatile, and prices change on a daily basis so any notice that the council serves would be invalid as the prices would have changed after the letter has been sent.

Therefore, this application has been made asking the tribunal for permission to dispense with the consultation requirements in respect of only this contract which would enable the council to renew the agreement that it is already party to and continue purchasing electricity (and gas for only properties in the Borough which benefit from a communal boiler system) as it does now.

Please Note:

- If you have a general query not related to this application, please contact the council switchboard on 0208 8871 6000 or by email to [hms@richmondandwandsworth.gov.uk](mailto:hms@richmondandwandsworth.gov.uk)

Yours sincerely



**Mr James Clarke**  
Consultation Officer

[REDACTED]

---

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 04 September 2024 15:16  
**To:** James Clarke  
**Subject:** [REDACTED]  
**Attachments:** Objection Form.pdf; Notice of Application .pdf

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**From:** James Clarke  
**Sent:** Wednesday, September 4, 2024 2:59 PM  
**To:** [REDACTED]  
**Subject:** [REDACTED] - Case Reference: - LON/00BJ/LDC/2024/0174

Dear [REDACTED],

I write further to your email dated 14 August 2024 and thank you for submitting the attached objection in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. I wish to advise that any objections and responses will be provided to the Tribunal at the end of this process for their review and whilst they consider the council's application, although in the meantime I am just writing to provide an overview of the council's application and the reasons for doing so.

Overall, this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders. The purpose of the original letter was to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only. For background, this application was also made 4 years ago and 4 years prior to that and so on, with the council's procurement contracts with suppliers for energy to serve the communal areas of blocks spanning 4-year periods. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry systems, of which you already pay a contribution via your annual service charge.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. To provide further clarification, the idea in dispensing with consultation requirements on this occasion only would be to ensure the renewal of the procurement contracts for communal energy is as smooth a transition as possible. By entering into a long-term agreement our supplier can provide access to the most competitive prices available whilst also offering long-term security by purchasing in bulk, and as this relates to all housing stock across the entire borough the capacity required is obviously significant.

As you may be aware from past major works schemes, the consultation process can span many months in total and the practicalities of doing so in this case would prove challenging, not least because it involves approximately 14,000 leaseholders. Furthermore, if the council were to write to all leaseholders with a Notice including estimated prices for their respective block or building, by the time the consultation period of 30 days had passed, the initial prices provided would effectively be null and void as prices would have changed in that time, this is a volatile market and rates change on a daily basis and there is no guarantee as to the future outlook of the energy market. This is no reflection as to the process moving forward, whereby the council will continue to consult with leaseholders on all major schemes, although the above is all with the intention to

provide security and keep electricity costs as low as possible and in turn keep leaseholder contributions to this as low as possible over the long-term.

As noted above, your objection will of course still be noted by the Tribunal although I hope the above response proves constructive, and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** James Clarke  
**Sent:** Thursday, August 22, 2024 1:44 PM  
**To:** [REDACTED]  
**Subject:** Case Reference: - LON/00BJ/LDC/2024/0174

Dear [REDACTED]

Thank you for your email which was passed for my attention. I will endeavour to respond within 10 working days.

Kind regards

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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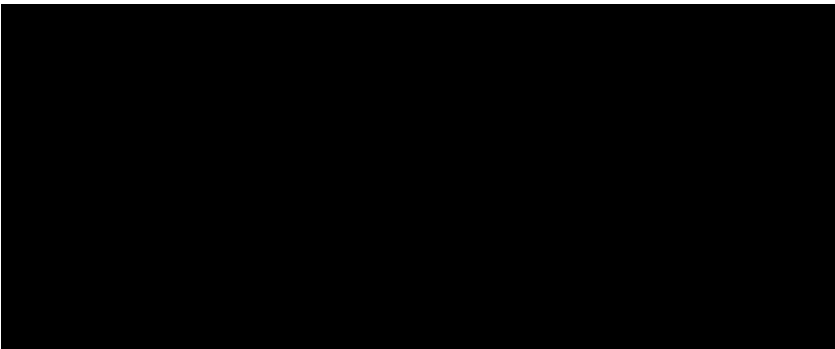
**From:** [REDACTED]  
**Sent:** Thursday, August 15, 2024 10:15 AM  
**To:** Audrey Graham-Bolt <[Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)>  
**Subject:** Case Reference: - LON/00BJ/LDC/2024/0174

Dear Audrey,

I have been allocated as spokesperson on behalf of the [REDACTED], leaseholder of [REDACTED]. We **OPPOSE** the plans to dispense of the consultation aspect as we believe the procurement process is very important and will prevent potential deals being done that are not in the best interest of leaseholders.

Please see attached completed objection form.

Many thanks,



[REDACTED]

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**From:** [REDACTED]  
**Sent:** 13 August 2024 17:33  
**To:** LondonRAP@justice.co.uk; Audrey Graham-Bolt  
**Subject:** [REDACTED]  
**Attachments:** Screenshot\_20240813\_172101\_Drive.jpg

**This Message Is From an Untrusted Sender**

You have not previously corresponded with this sender.

I Do not want a communal water heating system.

Kind Regards

[REDACTED]





Official

Case Reference:	LON/00 BJ/LDC/2024/0174
Property:	Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) by email to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

And send a copy to the landlord's representative The South London Legal Partnership (Ref: L/AGB/2516/25688), Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	N/A	

Please also complete the details below:

Date: 13.09.24

Signature (can be digital): [Redacted]

Print Name: [Redacted]

Address of affected property: [Redacted]

Your correspondent address (if different): [Redacted]

Telephone: [Redacted]

Email: [Redacted]

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 15 August 2024 14:06  
**To:** [REDACTED]  
**Subject:** [REDACTED]  
**Attachments:** Screenshot\_20240813\_172101\_Drive.jpg; Screenshot\_20240813\_172101\_Drive.jpg

Dear [REDACTED],

Thank you for your email dated 13 August 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to enter into a further long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available. Some residents in the borough will still benefit from a communal heating system and as such, we were required to include this within the letter, however as your block does not have this system it is only the electricity supply that applies to your particular block.

If you wish to oppose the council's application to the Tribunal you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



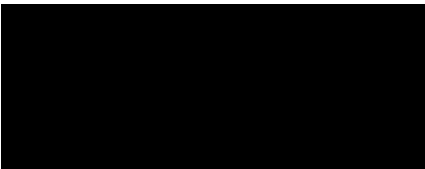
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**From:** [REDACTED]  
**Sent:** Tuesday, August 13, 2024 9:23 PM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** [REDACTED]

You don't often get email from [adrianpuscasu@yahoo.com](mailto:adrianpuscasu@yahoo.com). [Learn why this is important](#)

I do not want to have communal heating and water for my flat .

Kind Regards



----- Forwarded Message -----

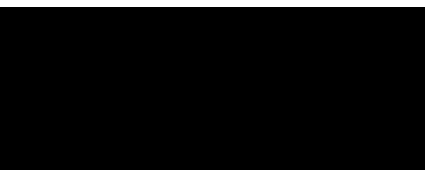
**From:** [REDACTED]  
[REDACTED]  
**Sent:** Tuesday, August 13, 2024 at 09:15:27 PM GMT+1  
**Subject:** Failure Notice

Sorry, we were unable to deliver your message to the following address.

<[londonrap@justice.co.uk](mailto:londonrap@justice.co.uk)>:  
550: 5.1.1 <[londonrap@justice.co.uk](mailto:londonrap@justice.co.uk)> Recipient not found. <[https://www.secureserver.net/help/fix-rejected-email-with-a-bounce-error-40685?pl\\_id=1592&prog\\_id=domainspricedright#irbpl\\_id=1592&prog\\_id=domainspricedright#irb](https://www.secureserver.net/help/fix-rejected-email-with-a-bounce-error-40685?pl_id=1592&prog_id=domainspricedright#irbpl_id=1592&prog_id=domainspricedright#irb)>

----- Forwarded message -----

Kind Regards



----- Forwarded Message -----



**Sent:** Tuesday, August 13, 2024 at 09:09:36 PM GMT+1  
**Subject:** Failure Notice

Sorry, we were unable to deliver your message to the following address.

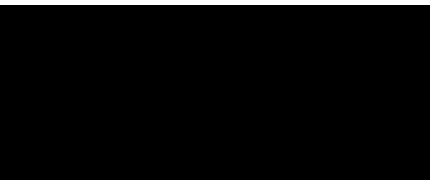
<[londonRAP@justice.co.uk](mailto:londonRAP@justice.co.uk)>:

550: 5.1.1 <[londonrap@justice.co.uk](mailto:londonrap@justice.co.uk)> Recipient not found. <[https://www.secureserver.net/help/fix-rejected-email-with-a-bounce-error-40685?pl\\_id=1592&prog\\_id=domainspricedright#irbpl\\_id=1592&prog\\_id=domainspricedright#irb](https://www.secureserver.net/help/fix-rejected-email-with-a-bounce-error-40685?pl_id=1592&prog_id=domainspricedright#irbpl_id=1592&prog_id=domainspricedright#irb)>

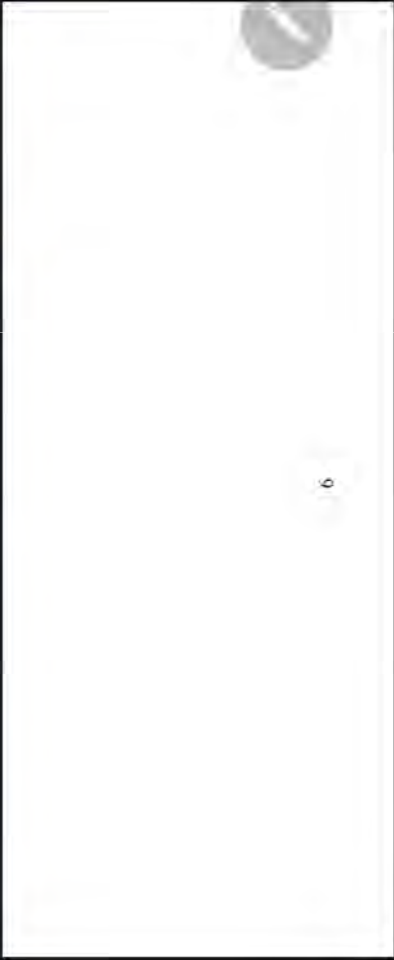
----- Forwarded message -----

I do not want to have communal heating and Hot Water.

Kind Regards







Official

Case Reference:	LON/00 BJ/LDC/2024/0174
Property:	Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) by email to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord's representative The South London Legal Partnership (Ref: L./AGB/2016/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Andrey.Graham-Bolt@merton.gov.uk](mailto:Andrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	N/A	

Please also complete the details below:

Date: \_\_\_\_\_

Signature (can be digital): 

Print Name: \_\_\_\_\_

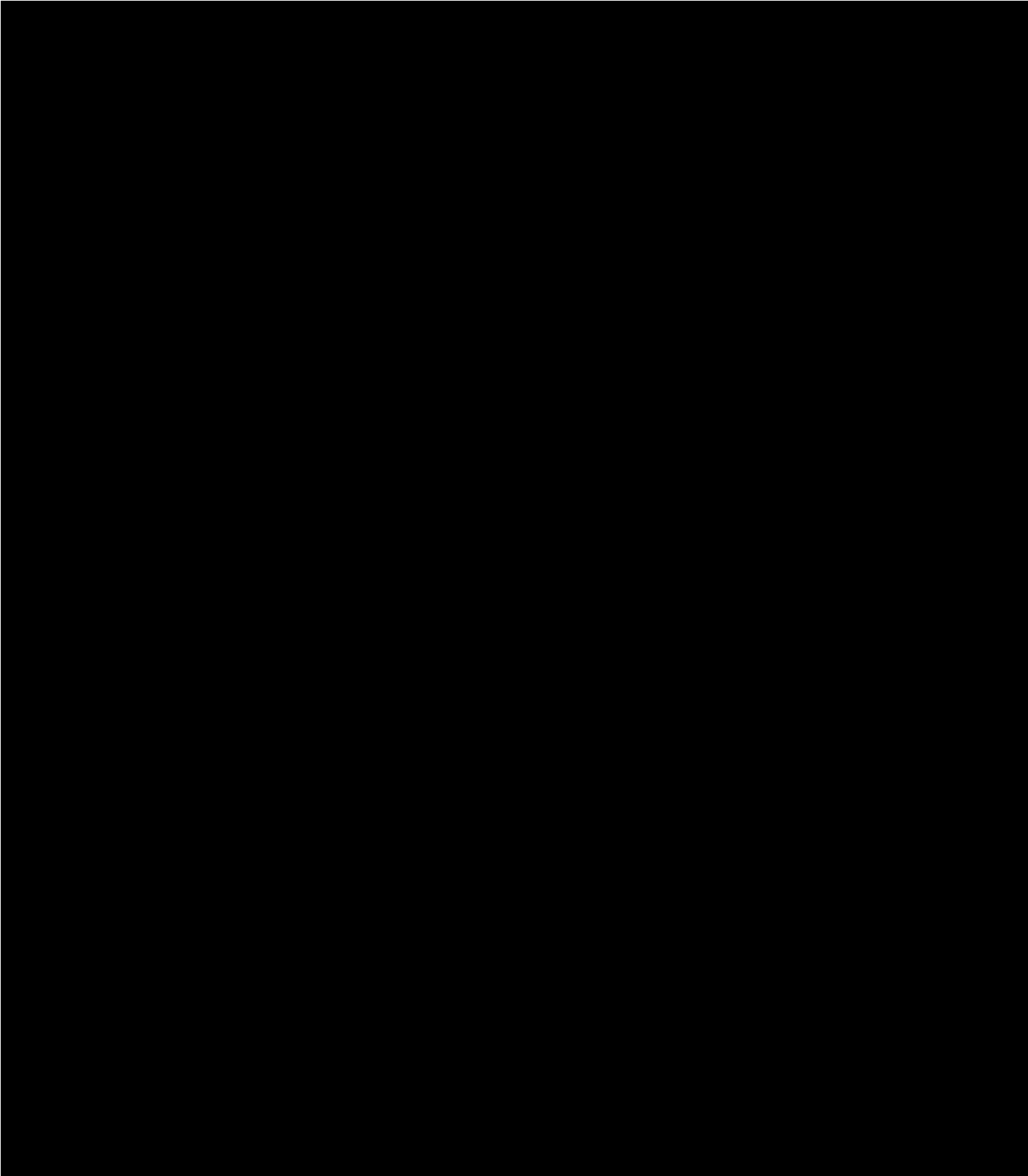
Address of affected property: \_\_\_\_\_

Your correspondent address (if different): \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_





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**From:** [REDACTED]  
**Sent:** 27 August 2024 10:49  
**To:** london.RAP@justice.gov.uk; Audrey Graham-Bolt <audrey.graham-bolt@merton.gov.uk>  
**Cc:** [REDACTED]  
**Subject:** Case Reference: LON/00BJ/LDC/2024/0174

**This Message Is From an Untrusted Sender**

You have not previously corresponded with this sender.

Your ref: H/LP/JC/Dispensation2024

I am uncomfortable with this proposal as it removes the element of competition and could presumably lead to higher prices for the consumers. I feel this is at variance with the spirit of improving our green credentials, a matter which I would hope be at the heart of the council's heart.

This leads me on to a question as to why the council have not explored the provision of solar panels on our expansive south east and west facing flat rooves which are surely eminently suitable for providing power to the public areas and possibly for selling back to the grid.

Regards

██████████



**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 04 September 2024 15:33  
**To:** James Clarke  
**Subject:** [REDACTED]

---

**From:** James Clarke  
**Sent:** Wednesday, September 4, 2024 3:33 PM  
**To:** [REDACTED]  
**Subject:** [REDACTED] - Case Reference: LON/00BJ/LDC/2024/0174

Dear [REDACTED],

Thank you for your email dated 27 August 2024 which was passed for my attention, in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough a full consultation would prove challenging and as such, we have asked that the usual consultation process is put to one side. This would allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available and also providing security in this regard over the long-term.

Moving to the point raised in regards to solar panels, this is certainly a valid point and I would add that this is a matter that has been raised by a number of leaseholders during recent major works schemes. Whilst the benefits are certainly evident, as well as solar panels forming part of wider long-term green strategy planning across housing stock, at this time and within the context of much of the borough's housing stock, I have been advised recently that unfortunately the significant additional costs involved would not necessarily reap the benefits we would require from such works, in turn it would not necessarily offer an improved position on the current one. This is primarily due to the fact that if solar panels were fitted to the roof, the energy sourced from these would not be sufficient in providing the power that is required for the communal services. If it were feasible and if internal dwellings were to be powered in this way too it would require significant additional works within each property to convert the existing system. However, this is not to say that greener initiatives are not being considered moving forward and I am aware that this matter is actively being worked upon with feasibility studies being undertaken in some cases, although there are still practical implications to consider in regards to solar panels in particular, although this is not to say they will not be considered in the near future.

Reverting to the council's application to the Tribunal to dispense with consultation requirements in this case, if you did wish to object you can do so by following the instructions provided on the original letter and as detailed on the

council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, you contacting me directly represents a 'response' to the application which we will compile for the Tribunal to review.

I am sorry if the above position in regards to solar panels is not what you may have hoped for at this stage, although I hope the response proves constructive nevertheless. Should you have any further queries please feel welcome to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** 27 August 2024 10:49  
**To:** [london.RAP@justice.gov.uk](mailto:london.RAP@justice.gov.uk); Audrey Graham-Bolt <[audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk)>  
**Cc:** [REDACTED]  
**Subject:** Case Reference: LON/00BJ/LDC/2024/0174

Your ref: H/LP/JC/Dispensation2024

I am uncomfortable with this proposal as it removes the element of competition and could presumably lead to higher prices for the consumers. I feel this is at variance with the spirit of improving our green credentials, a matter which I would hope be at the heart of the council's heart.

This leads me on to a question as to why the council have not explored the provision of solar panels on our expansive south east and west facing flat rooves which are surely eminently suitable for providing power to the public areas and possibly for selling back to the grid.

Regards

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Please help to reduce waste and do not print this message unless you really need to. This message, including any attached files, is intended just for the use of the individual or organisation to whom it is addressed. Unauthorised use (for example disclosure, storage or copying) is not permitted. If you are not the intended recipient please destroy all copies and inform the sender by return email. Any views or opinions expressed in email are solely those of the author and do not necessarily represent those of Merton Council. Merton Council reserves the right to monitor, record

Page 290 of 611

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Please view the council's privacy notice at <https://www.merton.gov.uk/legal/privacy-and-cookies>

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[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 19 September 2024 16:46  
**To:** James Clarke  
**Subject:** [REDACTED] - Objection  
**Attachments:** LON-00BJ-LDC-2024-0174 objection v1.pdf

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**From:** James Clarke  
**Sent:** Thursday, September 19, 2024 4:44 PM  
**To:** [REDACTED]  
**Subject:** RE: 240831a - LON/00 BJ/LDC/2024/0174

Dear [REDACTED]

Thank you for your email dated 31 August 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. Furthermore, please accept my apologies for the delay in responding.

I can advise that any objections and responses will be provided to the Tribunal at the end of this process for their review and whilst they consider the council's application. The purpose of the letter was to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, with leaseholders able to object to the council applying to dispense with the usual consultation requirements should they wish to. For background, this application was also made on previous occasions, with the council's procurement contracts with suppliers for energy to serve the communal areas of blocks spanning 4-year periods.

As you may be aware from past two-stage consultation processes in respect of major works projects, these can span many months and the practicalities of doing so in this case would prove challenging, not least because it involves approximately 14,000 leaseholders. Furthermore, if the council were to write to all leaseholders with a Notice providing estimated prices for their respective block or building, by the time the consultation period of 30 days had passed, the initial prices provided would effectively be null and void as prices would have altered within the consultation period. The fuel procurement process is set within the context of an increasingly volatile market and prices change on a daily if not hourly basis, and by dispensing with consultation requirements the council's supplier is able to react immediately throughout the term of the contract to secure the lowest rates. In the circumstances, it is impracticable for the council to comply with consultation requirements and these would likely have the negative impact in preventing residents from getting the best possible deal for energy supply. This is no reflection as to the process moving forward, whereby the council will continue to consult with leaseholders on all major schemes.

In regards to the continuing approach the council is taking in regards to 4-year contracts with LASER, the preferred central purchasing body, the Energy and Sustainability team have reaffirmed that the previous value for money assessment undertaken by the London Energy Project, a public sector shared intelligence service of authorities that manage energy category development and supplier relations, ultimately continues to be the case. The report's key finding that 'aggregated, flexible, risk managed (Flex) procurement was effective in controlling commodity costs and continues to be the most appropriate price risk management strategy currently available', remains applicable in the current circumstances. The LEP also went on to state that fixed term, fixed price contracts (which were used by the Applicant prior to entering into the purchase in advance flexible framework with LASER) were not effective in controlling costs and present a medium financial risk. The flexible procurement framework is renewed every four years to align with public procurement guidelines and to

ensure a fair and competitive process each four years to reassess the market, access the best supplier, product and pricing options available. In terms of 4 years, to gain the greatest benefit of flexible procurement and the Council's chosen strategy, Laser recommend committing as far in advance as the Council can prior to a pricing anniversary to ensure Laser have ample time to purchase the Council's energy supply. By doing so, this provides the Council with a long-term hedging strategy that manages risk and opportunity, meaning the Council can take advantage of opportunistic markets and not having to buy large proportions at peak times or over a small window. By exercising this strategy the Council can significantly increase chances of lower rates and budgets whilst also allowing Laser to provide the Council with improved forecast insights. Ultimately, this is all done with the express intention to mitigate increased costs as far as possible, in turn ensuring leaseholder contributions via the annual service charges are kept as low as reasonably possible.

In addition, the Energy and Sustainability team have provided some insights into the factors driving these changes. The team works closely with an energy broker to secure electricity prices 1-2 years in advance and as detailed above, this approach is intended to achieve the most favourable rates and to provide some stability in pricing over time. However, despite these efforts there have been significant increases in wholesale energy prices since 2021, which have regrettably contributed to the rise in overall electricity costs.

Several key factors have led to the increase in wholesale energy prices:

- **Wholesale Market Volatility:** The wholesale price of energy has experienced unprecedented rises due to various factors, including a surge in global demand as economies recover from the COVID-19 pandemic, supply chain disruptions, and geopolitical tensions affecting the availability and cost of energy resources. For example, reduced natural gas supplies in Europe and high demand from Asia have driven prices up significantly.
- **Increase in Gas Prices:** A significant proportion of electricity in the UK is generated from natural gas. Over the past year, the price of gas has soared due to increased global demand and lower-than-expected supply. This has a direct impact on electricity prices, as gas is a major input cost in electricity generation.
- **Network and Distribution Costs:** Another contributing factor to the increased cost is the rise in network and distribution charges, which are necessary to maintain and upgrade the infrastructure required for energy supply. These costs are determined by regulatory bodies and are passed on to end consumers, including leaseholders.
- **Regulatory Changes and Levies:** There have been increases in the cost of environmental and social obligations levied on energy suppliers, such as the costs associated with supporting renewable energy initiatives. These charges are also reflected in the final electricity prices paid by consumers.

In addition, I have been in contact with the Housing Finance team to gain their input on further points raised within your email attachment, particularly in regards to how electricity charges are applied to leasehold properties. Unfortunately, as I am not yet in receipt of the full information in order to respond, please be advised a further response will be provided as soon as possible and once this information has been received.

In regards to the list of affected leaseholders and addresses, our legal representative in this matter has advised that this information was not to be published on the webpage as per the directions received, although I can advise that this application applies to 13,966 Wandsworth leaseholders, all of which received the same correspondence regarding the council's application to the Tribunal.

In the meantime, thank you for submitting the attached objection and I hope the above response proves constructive.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** James Clarke  
**Sent:** Tuesday, September 3, 2024 11:25 AM  
**To:** [REDACTED]  
**Subject:** RE: 240831a - LON/00 BJ/LDC/2024/0174

Dear [REDACTED],

Thank you for your email which is receiving my attention. I will endeavour to respond within 10 working days.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



---

**From:** [REDACTED]  
**Sent:** 31 August 2024 17:19  
**To:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)  
**Cc:** Audrey Graham-Bolt <[audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk)>; Councillor Matt Tiller <[cllr.m.tiller@wandsworth.gov.uk](mailto:cllr.m.tiller@wandsworth.gov.uk)>; Councillor Jenny Yates <[cllr.j.yates@wandsworth.gov.uk](mailto:cllr.j.yates@wandsworth.gov.uk)>; Councillor Graeme Henderson <[cllr.g.henderson@wandsworth.gov.uk](mailto:cllr.g.henderson@wandsworth.gov.uk)>  
**Subject:** 240831a - LON/00 BJ/LDC/2024/0174

Dear First Tier Property Tribunal,

objection attached.

Regards,

[REDACTED]

Attached - LON-00BJ-LDC-2024-0174 objection v1

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**From:** [REDACTED]  
**To:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) <[london.rap@justice.gov.uk](mailto:london.rap@justice.gov.uk)>  
**Cc:** [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk) <[audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk)>  
**Sent:** Saturday 31 August 2024 at 17:15:46 BST  
**Subject:** 240831a - LON/00 BJ/LDC/2024/0174

Dear First Tier Property Tribunal,  
  
please find attached my objection.

Regards,

[REDACTED]

Attached - Reply form v1

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**From:** [REDACTED]

**Sent:** 31 August 2024 17:19

**To:** London.RAP@justice.gov.uk

**Cc:** Audrey Graham-Bolt <audrey.graham-bolt@merton.gov.uk>; Councillor Matt Tiller <cllr.m.tiller@wandsworth.gov.uk>; Councillor Jenny Yates <cllr.j.yates@wandsworth.gov.uk>; Councillor Graeme Henderson <cllr.g.henderson@wandsworth.gov.uk>

**Subject:** 240831a - LON/00 BJ/LDC/2024/0174



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Dear First Tier Property Tribunal,

objection attached.

Regards,

[REDACTED]  
Attached - LON-00BJ-LDC-2024-0174 objection v1

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**From:** [REDACTED]  
**To:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) <[london.rap@justice.gov.uk](mailto:london.rap@justice.gov.uk)>  
**Cc:** [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk) <[audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk)>  
**Sent:** Saturday 31 August 2024 at 17:15:46 BST  
**Subject:** 240831a - LON/00 BJ/LDC/2024/0174

Dear First Tier Property Tribunal,

please find attached my objection.

Regards,

[REDACTED]  
Attached - Reply form v1

To: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

CC: [audrey.graham@merton.gov.uk](mailto:audrey.graham@merton.gov.uk), [cllr.i.yates@wandsworth.gov.uk](mailto:cllr.i.yates@wandsworth.gov.uk),  
[cllr.m.tiller@wandsworth.gov.uk](mailto:cllr.m.tiller@wandsworth.gov.uk), [cllr.g.henderson@wandsworth.gov.uk](mailto:cllr.g.henderson@wandsworth.gov.uk)

Dear FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY),

Case reference: LON/00BJ/LDC/2024/0174

I am objecting to the application as it is not clear to me how the Council is deriving good value for leaseholders from the proposed process for purchasing electricity. This is also why the ward Councillors have been copied into the objection so that they have an opportunity to provide some supporting evidence from the Council to explain how this is value for money.

Citing three examples the cost of electricity seems to going well in excess of any possible savings the LASER proposal can offer?

Various queries have been raised with the Council to understand th details of how electricity charges are being applied to leasehold properties though the responses have not provided any clarity.

Energy saving lightbulbs have been installed across the Alton Estate yet estate costs are doubling year on year?

Example 1 – building with 48 flats

Estate Costs	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Lighting - Actual (£)	1.31	1.42	10.91	7.41	7.96	8.57	9.76	6.92	14.12	27.45
Lighting - Actual difference (£)	-4.96	0.11	9.49	-3.50	0.55	0.61	1.19	-2.84	7.20	13.33
Lighting - Actual difference (%)	-79%	9%	667%	-32%	7%	8%	14%	-29%	104%	94%

Block Costs	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Electricity - Actual (£)	37.22	31.59	49.92	39.93	56.77	69.38	88.50	155.58	150.10	168.95
Electricity - Actual difference (£)	4.26	-5.63	18.33	-9.99	16.84	12.61	19.12	67.08	-5.48	18.85
Electricity - Actual difference (%)	11%	-18%	37%	-25%	30%	18%	22%	43%	-4%	11%

Example 2 – building with 12 maisonettes

Estate Costs	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Lighting - Actual (£)	0.98	1.07	8.18	5.56	5.97	6.43	7.32	5.19	10.59	20.59
Lighting - Actual difference (£)	#VALUE!	0.08	7.12	-2.62	0.41	0.46	0.89	-2.13	5.40	10.00
Lighting - Actual difference (%)	#VALUE!	9%	668%	-32%	7%	8%	14%	-29%	104%	94%

Block Costs	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Electricity - Actual (£)	14.44	19.03	31.83	15.92	20.47	22.39	25.41	26.51	29.27	35.40
Electricity - Actual difference (£)	#VALUE!	4.59	12.80	-15.91	4.55	1.91	3.02	1.10	2.76	6.13
Electricity - Actual difference (%)	#VALUE!	32%	67%	-50%	29%	9%	14%	4%	10%	21%

Example 3 – building with 12 maisonettes

Estate Costs	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Lighting - Actual (£)	0.98	1.07	8.18	5.56	5.97	6.43	7.32	5.19	10.59	20.59
Lighting - Actual difference (£)	-3.72	0.08	7.12	-2.62	0.41	0.46	0.89	-2.13	5.40	10.00
Lighting - Actual difference (%)	-79%	9%	668%	-32%	7%	8%	14%	-29%	104%	94%

Block Costs	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2020/21	2022/23
Electricity - Actual (£)	18.72	30.15	12.31	34.45	31.19	42.98	31.98	34.34	35.73	43.93
Electricity - Actual difference (£)	0.28	11.43	-17.84	22.14	-3.26	11.79	-11.00	2.36	1.39	8.20
Electricity - Actual difference (%)	2%	61%	-59%	180%	-9%	38%	-26%	7%	4%	23%

Additionally, the 2020 application provided a list of leaseholders impacted yet, unless I have missed it, this application does not appear to have done so?

Regards,

██████████

[REDACTED]

---

**From:** [REDACTED]

**Sent:** 29 August 2024 08:31

**To:** james.clarke@richmondandwandsworth.gov.uk; Audrey Graham-Bolt <audrey.graham-bolt@merton.gov.uk>

**Subject:** Case ref: LON/00BJ/LDC/2024/0174

**This Message Is From an External Sender**

This message came from outside your organisation.

Good Morning James & Audrey,

I am a resident at [REDACTED] and I object to the development proposed for this estate (case ref: LON/00BJ/LDC/2024/0174)

Firstly, I am very concerned and saddened of the notification from a letter sent by post to all leaseholders that email addresses to oppose this development was incorrect. The development proposed will destroy the tranquil nature of this estate forever. As part of the residence association on this estate we have been told many times of the years that [REDACTED] is one if not the best estate in the borough. That will come to an end should this development take place.

Please could I therefore ask you to advise where I can obtain the "directions" form that was advised in the letter sent to all leaseholders

Many thanks indeed

[REDACTED]

[REDACTED]

---

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 29 August 2024 12:12  
**To:** [REDACTED]  
**Subject:** [REDACTED] - Case ref: LON/00BJ/LDC/2024/0174

Dear [REDACTED],

Thank you for your email dated 29 August following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works or development that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a lengthy consultation process with leaseholders as per our legal requirements. However, in this case in respect to the renewal of the procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available whilst this also provides security over the long-term. Some residents in the borough will still benefit from a communal heating system and as such, we were required to include this information within the letter.

If you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



**From:** [REDACTED]  
**Sent:** Thursday, August 29, 2024 8:31 AM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>; audrey.graham-bolt@merton.gov.uk  
**Subject:** Case ref: LON/00BJ/LDC/2024/0174

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Good Morning James & Audrey,

I am a resident at [REDACTED] and I object to the development proposed for this estate (case ref: LON/00BJ/LDC/2024/0174)

Firstly, I am very concerned and saddened of the notification from a letter sent by post to all leaseholders that email addresses to oppose this development was incorrect. The development proposed will destroy the tranquil nature of this estate forever. As part of the residence association on this estate we have been told many times of the years that [REDACTED] is one if not the best estate in the borough. That will come to an end should this development take place.

Please could I therefore ask you to advise where I can obtain the "directions" form that was advised in the letter sent to all leaseholders

Many thanks indeed

[REDACTED]  
[REDACTED]

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 12 September 2024 10:05  
**To:** James Clarke  
**Subject:** [REDACTED]

---

**From:** James Clarke  
**Sent:** Thursday, September 12, 2024 10:03 AM  
**To:** [REDACTED]  
**Subject:** [REDACTED] - Case reference : LON/00BJ/LDC/2024/0174

Dear [REDACTED],

I write further to your email dated 3 September 2024 and thank you for submitting the attached objection in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. I wish to advise that any objections and responses will be provided to the Tribunal at the end of this process for their review and whilst they consider the council's application, although in the meantime I am just writing to provide an overview of the council's application and the reasons for doing so.

Overall, this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders. The purpose of the original letter was to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only. For background, this application was also made 4 years ago and 4 years prior to that and so on, with the council's procurement contracts with suppliers for energy to serve the communal areas of blocks spanning 4-year periods. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry systems, of which you already pay a contribution via your annual service charge.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. To provide further clarification, the idea in dispensing with consultation requirements on this occasion only would be to ensure the renewal of the procurement contracts for communal energy is as smooth a transition as possible. By entering into a long-term agreement our supplier can provide access to the most competitive prices available whilst also offering long-term security by purchasing in bulk, and as this relates to all housing stock across the entire borough the capacity required is obviously significant.

As you may be aware from past major works schemes, the consultation process can span many months in total and the practicalities of doing so in this case would prove challenging, not least because it involves approximately 14,000 leaseholders. Furthermore, if the council were to write to all leaseholders with a Notice including estimated prices for their respective block or building, by the time the consultation period of 30 days had passed, the initial prices provided would effectively be

null and void as prices would have changed in that time, this is a volatile market and rates change on a daily basis and there is no guarantee as to the future outlook of the energy market. This is no reflection as to the process moving forward, whereby the council will continue to consult with leaseholders on all major schemes, although the above is all with the intention to provide security and keep electricity costs as low as possible and in turn keep leaseholder contributions to this as low as possible over the long-term.

As noted above, your objection will of course still be noted by the Tribunal although I hope the above response proves constructive, and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** 03 September 2024 20:33  
**To:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk); Audrey Graham-Bolt <[Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)>  
**Cc:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)  
**Subject:** Case reference : LON/00BJ/LDC/2024/0174

Dear Audrey,

I am the owner of [REDACTED].

I reject this application and contest it moving forward as there is not sufficient information to illustrate how the council has operated to ensure best value and transparent and reasonable procurement.

I look forward to hearing back.

Regards

[REDACTED]

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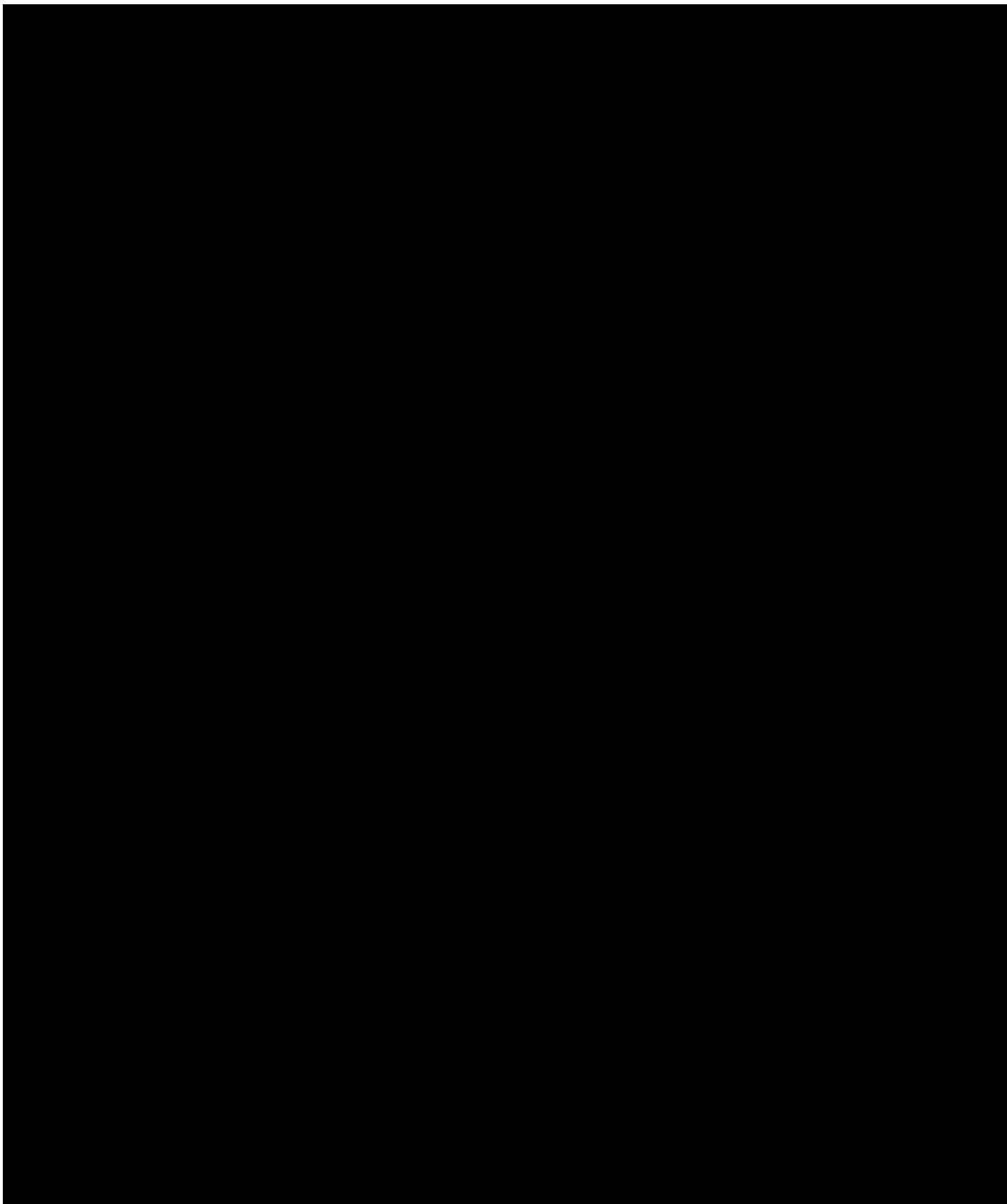
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**From:** [REDACTED]

**Sent:** 04 September 2024 08:46

**To:** james.clarke@richmondandwandsworth.gov.uk; Audrey Graham-Bolt <audrey.graham-bolt@merton.gov.uk>; london.rap@justice.gov.uk

**Subject:** regarding LON/00BJ/LDC/2024/0174

**This Message Is From an Untrusted Sender**

You have not previously corresponded with this sender.

Dear [REDACTED],

I'm emailing you regarding your letters written on the 16<sup>th</sup> of August and 12<sup>th</sup> of August. Firstly, I would like to make you aware that the original letter contains quite technical and formal language and residents in [REDACTED] are having difficulty understanding the letter, its implications for us as leaseholders and our rights.

Your second letter corrects the email address from the first letter and refers to an application forms which is allegedly attached to the letter. Unfortunately, this was not the case. As you understand a 3<sup>rd</sup> letter from you will now further confuse and concerns residents.

I request that you send a new letter to all residents in which you offer us the opportunity to meet on the estate to explain to us what your aims are as set out in the original letter in further detail in understandable language. I appreciate if you include in the letter and bring with you forms that residents can fill out in case they wish to object. I also request that you restart a full month period to allow residents time to send in any objections or concerns they might have.

As you might understand from the above, I will choose to object given the track record of poor Estate and Service Management I've endured since moving to [REDACTED] I'm now being asked to make a decision and sign rights over to Wandsworth Council without having the relevant information to base my decision on. I would at the least expect to receive the current and proposed framework agreements for me to be able to make an informed decision in this matter. I expect Wandsworth Council to make a better effort in informing its leaseholders ahead of requesting our approval.

I look forward to your response,

Kind Regards,

[REDACTED]

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 04 September 2024 15:15  
**To:** James Clarke  
**Subject:** [REDACTED]  
**Attachments:** Previous Directions.pdf; Amended Directions.pdf; Witness Statement.pdf; Dispensation Application.pdf

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**From:** James Clarke  
**Sent:** Wednesday, September 4, 2024 3:08 PM  
**To:** [REDACTED]  
**Subject:** [REDACTED] - regarding LON/00BJ/LDC/2024/0174

Dear [REDACTED],

Thank you for your email dated 4 September 2024, following receipt of the letters in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, with the letter intended for information purposes and there is no further action required from leaseholders if they are satisfied with the action being taken . The purpose of the original letter was to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only. For background, this application was also made 4 years ago and 4 years prior to that and so on, with the council's procurement contracts with suppliers for energy to serve the communal areas of blocks spanning 4-year periods. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry systems, of which all leaseholders already pay a contribution via the annual service charge.

For context and to use an example, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. To provide further clarification, the idea in dispensing with consultation requirements on this occasion only would be to ensure the renewal of the procurement contracts for communal energy is as smooth a transition as possible and keep additional costs to a minimum, and by entering into a long-term agreement our supplier can provide access to the most competitive prices available whilst also offering long-term security by purchasing in bulk, and as this relates to all housing stock across the entire borough the capacity required is obviously significant.

As you may be aware from past major works schemes, the consultation process can span many months in total and the practicalities of doing so in this case would prove challenging, not least because it involves approximately 14,000 leaseholders. Furthermore, if the council were to write to all leaseholders with a Notice including estimated prices for their respective block or building, by the

time the consultation period of 30 days had passed, the initial prices provided would effectively be null and void as prices would have changed in that time, this is a volatile market and rates change on a daily basis and there is no guarantee as to the future outlook of the energy market. This is no reflection as to the process moving forward, whereby the council will continue to consult with leaseholders on all major schemes, although the above is all with the intention to provide security and keep communal energy costs as low as possible and in turn keep leaseholder contributions to this as low as possible over the long-term.

In regards to your request for a further letter to be sent to all leaseholders and to arrange a meeting with myself, unfortunately this will not be possible although I hope the overview provided above may bring some clarity on the matter. I have also provided a link to the council's webpage (<http://www.wandsworth.gov.uk/housing/dispensation2024>) where further information and documents are available to view, this includes instructions on how to oppose the application if you wish to, as advised in the original letter. I have also attached the documents to this email in case they may be useful.

If you do decide to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by following the instructions provided on the council's website via the same link provided above. Alternatively, you contacting me directly represents a 'response' to the application, with all correspondence provided by to the Tribunal for review in due course.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me and I would be happy to address any further questions you may have.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Wednesday, September 4, 2024 8:46 AM  
**To:** James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>; [audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk);  
[london.rap@justice.gov.uk](mailto:london.rap@justice.gov.uk)  
**Subject:** regarding LON/00BJ/LDC/2024/0174

You don't often get email from [REDACTED] [Learn why this is important](#)

Dear Mr. Clarke,

I'm emailing you regarding your letters written on the 16<sup>th</sup> of August and 12<sup>th</sup> of August. Firstly, I would like to make you aware that the original letter contains quite technical and formal language and residents in [REDACTED] are having difficulty understanding the letter, its implications for us as leaseholders and our rights.

Your second letter corrects the email address from the first letter and refers to an application forms which is allegedly attached to the letter. Unfortunately, this was not the case. As you understand a 3<sup>rd</sup> letter from you will now further confuse and concerns residents.

I request that you send a new letter to all residents in which you offer us the opportunity to meet on the estate to explain to us what your aims are as set out in the original letter in further detail in understandable language. I appreciate if you include in the letter and bring with you forms that residents can fill out in case they wish to object. I also request that you restart a full month period to allow residents time to send in any objections or concerns they might have.

As you might understand from the above, I will choose to object given the track record of poor Estate and Service Management I've endured since moving to [REDACTED]. I'm now being asked to make a decision and sign rights over to Wandsworth Council without having the relevant information to base my decision on. I would at the least expect to receive the current and proposed framework agreements for me to be able to make an informed decision in this matter. I expect Wandsworth Council to make a better effort in informing its leaseholders ahead of requesting our approval.

I look forward to your response,

Kind Regards,

[REDACTED]



EMAIL CONFIDENTIALITY NOTICE

This email and any files transmitted with it are confidential and intended for the exclusive use of the recipient(s) to whom they are addressed. It may contain confidential or privileged information and should not be read, copied or otherwise used by any person for whom it was not intended. If you have received this email in error please notify the sender and delete it from your system.



**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 05 September 2024 16:01  
**To:** James Clarke  
**Subject:** [REDACTED]

---

**From:** James Clarke  
**Sent:** Thursday, September 5, 2024 2:26 PM  
**To:** [REDACTED]  
**Subject:** RE: LON/00BJ/LDC/2024/0174

Dear [REDACTED],

Thank you for your email following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough a full consultation would prove challenging and as such, we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available and also providing security in this regard over the long-term. To reiterate, this only relates to communal services, with electricity supply applicable to the majority of blocks. Some residents in the borough will still benefit from a communal heating system and as such, we were required to include details of this within the letter.

I would be grateful if you could also provide details as to your leasehold address in order that I can keep a record of our correspondence as part of this process.

Once again, I can confirm the letters from myself in no way relate to an additional charge to leaseholders and is more for information purposes. I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497

[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Wednesday, September 4, 2024 12:38 PM  
**To:** [londonrap@justice.co.uk](mailto:londonrap@justice.co.uk); James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>; [audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk)  
**Subject:** LON/00BJ/LDC/2024/0174

You don't often get email from [REDACTED] [Learn why this is important](#)

Hi,

I simply oppose this as leaseholders will have to pay the extra charge.

I paid £7000 in 2017 and then another £6000 in 2022.

The property was being let out for £1200 p/m, what do you think I was left with after paying service or major works and paying council tax and tax?

Thought it was one off and I didn't argue. But In 2022 I argued why they asking me to pay £6000 again.

Again this work will only result in leaseholders paying thousands of pounds.

Kind regards  
[REDACTED]

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 02 September 2024 10:50  
**To:** [REDACTED]  
**Subject:** [REDACTED] - Case ref Lon/oob/ldc/2024/0174

Dear [REDACTED]

Thank you for your email dated 29 August 2024, following receipt of the letter in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only. This relates only to the energy to power communal areas and you should notice no change in your circumstances.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available and also providing security in this regard over the long-term. Some residents in the borough will still benefit from a communal heating system and as such, we were required to include details as to this within the letter, although this does not apply to the majority of residents.

If you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by following the instructions provided on the original letter and as detailed on the council's website via [https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing/dispensation2024\\_\\_;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmlNilyYvxYUASughqgxSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6GOsM7YmY1m-hYo7STOkv156gh7KUCaW1x17TCGx6k\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing/dispensation2024__;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmlNilyYvxYUASughqgxSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6GOsM7YmY1m-hYo7STOkv156gh7KUCaW1x17TCGx6k$) . Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

Separately, in regards to the issues with the lift within your particular block, I would always advise contacting the area housing team in the first instance who will be best placed to arrange a response via our lift section. The western area team can be contacted at [housingwesternteam@richmondandwandsworth.gov.uk](mailto:housingwesternteam@richmondandwandsworth.gov.uk) or on 0208 871 5530.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)

[https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing\\_\\_;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmINilYvYvYUASughqgXSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6G0sM7YmY1m-hYo7STOkv156gh7KUCaW1x1fmPkG4E\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing__;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmINilYvYvYUASughqgXSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6G0sM7YmY1m-hYo7STOkv156gh7KUCaW1x1fmPkG4E$)

-----Original Message-----

From: [REDACTED]  
Sent: Thursday, August 29, 2024 10:08 PM  
To: James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
Cc: London.RAP@justice.gov.uk  
Subject: Case ref Lon/oob/ldc/2024/0174

[You don't often get email from [REDACTED]. Learn why this is important at [https://urldefense.com/v3/\\_\\_https://aka.ms/LearnAboutSenderIdentification\\_\\_;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmINilYvYvYUASughqgXSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6G0sM7YmY1m-hYo7STOkv156gh7KUCaW1x1sqGn4V8\\$](https://urldefense.com/v3/__https://aka.ms/LearnAboutSenderIdentification__;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmINilYvYvYUASughqgXSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6G0sM7YmY1m-hYo7STOkv156gh7KUCaW1x1sqGn4V8$) ]

Dear James

I hope this email finds you well.  
I received notification of wishes for dispensation for consulting requirements regarding supply of electricity and gas . I assume this applies to council tenants only ?  
As a leaseholder I would like to be actively involved in which company I pay to supply my electricity and gas . If you can clarify that would be helpful . Furthermore I did not receive a form to fill in hence please accept this email as proof of objection . If this is not accepted please email me the form to allow me the opportunity to fill it in. Thank you .

On a separate note , the lift in [REDACTED] keeps getting stuck on floor 2 . We are constantly having to rescue delivery people .  
We have already raised this . Are you able to assist or provide some feedbacks ?

Best wishes

[REDACTED]

## **2.2 Enquiries and Replies**

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 04 September 2024 15:12  
**To:** [REDACTED]  
**Subject:** [REDACTED]

Dear [REDACTED]

Following a conversation with your partner, Michelle over the phone, I am just writing to summarise what was discussed in regards to a recent letter sent to the above address, which I understand was owned by your late father.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to the block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985 in respect of renewing the procurement contracts for gas and electricity across the borough.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within the block, this powers elements such as the communal lighting and door entry system, of which leaseholders already pay a contribution via the annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available and also providing security in this regard over the long-term.

I wish to reiterate that no further action is required is on your part and I hope the above response proves constructive. However, should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



[REDACTED]

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**From:** [REDACTED]  
**Sent:** 20 August 2024 17:39  
**To:** londonRAP@justice.co.uk; Audrey Graham-Bolt;  
hms@richmondandwandsworth.gov.uk  
**Cc:** [REDACTED]  
**Subject:** Query re Case Ref: LON/00BJ/LDC/2024/0174

**This Message Is From an Untrusted Sender**

You have not previously corresponded with this sender.

Hi,

Thank you for your letter of 12<sup>th</sup> August. We have a question relating to the second page, second paragraph: 'In addition, your property might benefit from a communal heating system and you pay the Council for the cost of the gas used to provide that heating as part of the heating and hot water charge'. This seems quite different to the communal lighting, etc. that you talk about in the rest of the letter and it is not clear whether it is a mandatory thing. Can you please clarify that this is an optional service. I.e. are you proposing a mandatory heating system for our property or can we opt out?

Kind regards,

Julie Woods  
9 Weekley Square  
SW11 2HJ

[REDACTED]

---

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 23 August 2024 13:12  
**To:** [REDACTED]  
**Subject:** RE: Query re Case Ref: LON/00BJ/LDC/2024/0174

Dear [REDACTED]

Thank you for your email following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available. Some residents in the borough will still benefit from a communal heating system and as such, we were required to include this within the letter, however as your block does not have this system it is only the electricity supply that applies to your particular block.

If you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)





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**From:** [REDACTED]  
**Sent:** Tuesday, August 20, 2024 5:39 PM  
**To:** [londonRAP@justice.co.uk](mailto:londonRAP@justice.co.uk); Audrey Graham-Bolt <[Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)>; HMS <[HMS@richmondandwandsworth.gov.uk](mailto:HMS@richmondandwandsworth.gov.uk)>  
**Cc:** [REDACTED]  
**Subject:** Query re Case Ref: LON/00BJ/LDC/2024/0174

Hi,

Thank you for your letter of 12<sup>th</sup> August. We have a question relating to the second page, second paragraph: 'In addition, your property might benefit from a communal heating system and you pay the Council for the cost of the gas used to provide that heating as part of the heating and hot water charge'. This seems quite different to the communal lighting, etc. that you talk about in the rest of the letter and it is not clear whether it is a mandatory thing. Can you please clarify that this is an optional service. I.e. are you proposing a mandatory heating system for our property or can we opt out?

Kind regards,

[REDACTED]

[REDACTED]

---

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 18 September 2024 14:58  
**To:** James Clarke  
**Subject:** [REDACTED]

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**From:** James Clarke  
**Sent:** Wednesday, September 18, 2024 1:51 PM  
**To:** [REDACTED]  
**Subject:** RE: First Tier Tribunal Dispensation - supply of gas and electricity - [REDACTED]  
[REDACTED]

Dear [REDACTED],

Thank you for your email dated 21 August 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. Furthermore, please accept my apologies for the delay in returning to you.

Firstly, in regards to the points raised numbered 1-6, I have now received the relevant feedback from the Energy and Sustainability team. For ease of reference I have maintained the numbered format and provided comments to each point as below.

- 1. Who were the suppliers for the previous dispensations?** Npower (Electricity) and Total Energies (Gas). In regards to previous dispensations I would advise that applications were made to the Tribunal in 2009 (Gas) and 2010 (Electricity), following which Gas and Electric dispensation applications were made in 2013, 2016 and 2019.
- 2. How did you select Laser, please?** A summary of the selection process is outlined on section 18 of the paper via the following link - [Overview and Scrutiny Committee Executive Report Template \(wandsworth.gov.uk\)](#)
- 3. Was this selection process made public, and if so, please would you send a link to this?** Yes, the paper was taken to the Finance Committee on 16 July 2023 and details can be viewed by the following link - [Overview and Scrutiny Committee Executive Report Template \(wandsworth.gov.uk\)](#).
- 4. Why have Laser insisted on a 4 year contract?** The flexible procurement framework is renewed every four years to align with public procurement guidelines and to ensure a fair and competitive process each four years to reassess the market, access the best supplier, product and pricing options available. In terms of 4 years, to gain the greatest benefit of flexible procurement and the Council's chosen strategy, Laser recommend committing as far in advance as the Council can prior to a pricing anniversary to ensure Laser have ample time to purchase the Council's energy supply. By doing so, this provides the Council with a long-term hedging strategy that manages risk and opportunity, meaning the Council can take advantage of opportunistic markets and not having to buy large proportions at peak times or over a small window. By exercising this strategy the Council can significantly increase chances of lower rates and budgets whilst also allowing Laser to provide the Council with improved forecast insights.
- 5. Do other wholesale suppliers insist on the same?** The contract term is often dependent upon the terms and conditions of the contract or framework being employed. In general, suppliers can offer terms ranging between 12 months to 8 years.
- 6. In point 30 of the pdf address above, the value for money assessment of LASER was from December 2015. Is this still relevant?** The report's key finding that 'aggregated, flexible, risk managed (Flex) procurement was effective in controlling commodity costs and continues to be the most appropriate

price risk management strategy currently available', remains applicable in the current circumstances. The LEP also went on to state that fixed term, fixed price contracts (which were used by the Applicant prior to entering into the purchase in advance flexible framework with LASER) were not effective in controlling costs and present a medium financial risk.

In regards to points 1-3, the Property Accounts and Housing Finance teams have provided some clarification on these matters, which I have included below. Unfortunately, I am unable to advise as to the exact number of lights in situ across the entire estate, although as you can imagine this will be considerable. In regards to individual charges for leaseholders, due to confidentiality reasons I am not permitted to share these details, although can provide an overview of the charges and usage for the estate, as requested.

Below is the download from the General Ledger of electricity charged for Putney Vale estate for the period from 1 April 2022 to 31 March 2023. For information, I would advise that on the Ledger the charge is £4,593.24, although the actual charge applicable for leaseholders is £3,835.84. This is due to the total figure of £4,593.24 also including charges for electricity which include shops and houses, of which leaseholders do not contribute towards.

On the estate there are 314 flats, 6 shops/offices and 56 Houses, which totals 376 units. As such, the total figure of £4,593.24 is divided by 376, which is then multiplied by 314, to reach the figure of £3,835.84 ( $£4,593.24/376 \times 314 = £3,835.84$ ).

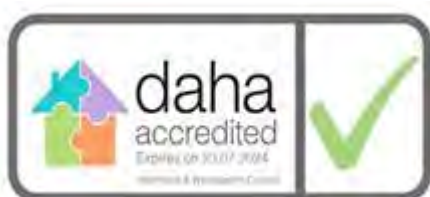
Electricity Breakdown												
ID	Year	Period	Cost centre	Cost centre desc	Account Code	Account code desc	Line Description	Total Actuals	Analysis type 1	Analysis code 1	AC1 Description	Analysis type 2
570177	2223	12	WH4071	Estate Budgets For Distrib	21011	Energy - Column Lighting	Colmn Lghtg recharge 2022/23	4593.24	HP	4YRV	PUTNEY VALE	

In addition, for records purposes I would be grateful if you could kindly provide details as to your registered leasehold address.

I hope the above proves useful and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
 Consultation Officer  
 Housing & Regeneration Department  
 0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** James Clarke  
**Sent:** Wednesday, August 21, 2024 3:25 PM  
**To:** [REDACTED]  
**Subject:** RE: First Tier Tribunal Dispensation - supply of gas and electricity - [REDACTED]  
[REDACTED]

Dear [REDACTED],

Thank you for your recent emails and I will endeavour to respond as soon as possible and within 10 working days.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Wednesday, August 21, 2024 10:56 AM  
**To:** James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>; [audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk)  
**Subject:** First Tier Tribunal Dispensation - supply of gas and electricity - [REDACTED]  
[REDACTED]

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear James,

I originally send this FAO Jamila or Adela, but Liz has replied below to say I should send this to you first.

Dear Jamila, sorry if I've missed this in the docs you've sent out, and thank you for your hard work on this. Most of these questions are relating to [https://wandsworth.gov.uk/media/5zhlhnn3/witness\\_statement\\_of\\_jamila\\_atta.pdf](https://wandsworth.gov.uk/media/5zhlhnn3/witness_statement_of_jamila_atta.pdf)

1. Who were the suppliers for the previous dispensations?
2. How did you select Laser, please?

3. Was this selection process made public, and if so, please would you send a link to this?
4. Why have Laser insisted on a 4 year contract?
5. Do other wholesale suppliers insist on the same?
6. In point 30 of the pdf address above, the value for money assessment of LASER was from December 2015. Is this still relevant?

And these for my Estate Mangers:

For Tammy or Sarah, not sure if this is something you can provide, but if not, would you point me in the right direction?

1. Can you please confirm on the Putney Vale estate, is this just lighting for the communal areas, and if so, how many lights please?
2. How much was 2023 or similar period Electricity and Gas cost for the PV estate, please?
3. How much was each leaseholder charged, please for the latest period.

Kind regards,

[REDACTED]

----- Forwarded message -----

From: **Liz Parrette** <[Liz.Parrette@richmondandwandsworth.gov.uk](mailto:Liz.Parrette@richmondandwandsworth.gov.uk)>

Date: Tue, 20 Aug 2024 at 08:51

Subject: RE: First Tier Tribunal Dispensation - supply of gas and electricity - [REDACTED]

To: [REDACTED], Jamila Atta <[Jamila.Atta@richmondandwandsworth.gov.uk](mailto:Jamila.Atta@richmondandwandsworth.gov.uk)>

Cc: Adele Casey <[Adele.Casey@richmondandwandsworth.gov.uk](mailto:Adele.Casey@richmondandwandsworth.gov.uk)>, Sarah Stevens

<[Sarah.Stevens@richmondandwandsworth.gov.uk](mailto:Sarah.Stevens@richmondandwandsworth.gov.uk)>, Tammy Taylor

<[Tammy.Taylor@richmondandwandsworth.gov.uk](mailto:Tammy.Taylor@richmondandwandsworth.gov.uk)>, James Clarke

<[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>, Mouna Ennafii

<[Mouna.Ennafii@richmondandwandsworth.gov.uk](mailto:Mouna.Ennafii@richmondandwandsworth.gov.uk)>

Official

Dear [REDACTED]

This application for dispensation to the tribunal is being conducted by the Consultation Officer in Housing, Mr James Clarke. All enquiries should be addressed to him in the first instance.

Mr Clarke will collate the answers to the questions that you have asked, liaising with Ms Atta as necessary and will provide one response on behalf of the council.

Yours sincerely

Mrs E Parrette  
Leasehold and Procurement Manager  
Housing and Regeneration Department  
020 8871 8466  
[liz.parrette@richmondandwandsworth.gov.uk](mailto:liz.parrette@richmondandwandsworth.gov.uk)

Visit us at: <http://www.wandsworth.gov.uk>



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**From:** [REDACTED]  
**Sent:** Tuesday, August 20, 2024 6:03 AM  
**To:** Jamila Atta <[Jamila.Atta@richmondandwandsworth.gov.uk](mailto:Jamila.Atta@richmondandwandsworth.gov.uk)>  
**Cc:** Adele Casey <[Adele.Casey@richmondandwandsworth.gov.uk](mailto:Adele.Casey@richmondandwandsworth.gov.uk)>; Sarah Stevens <[Sarah.Stevens@richmondandwandsworth.gov.uk](mailto:Sarah.Stevens@richmondandwandsworth.gov.uk)>; Tammy Taylor <[Tammy.Taylor@richmondandwandsworth.gov.uk](mailto:Tammy.Taylor@richmondandwandsworth.gov.uk)>; James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>; Liz Parrette <[Liz.Parrette@richmondandwandsworth.gov.uk](mailto:Liz.Parrette@richmondandwandsworth.gov.uk)>; Mouna Ennafii <[Mouna.Ennafii@richmondandwandsworth.gov.uk](mailto:Mouna.Ennafii@richmondandwandsworth.gov.uk)>  
**Subject:** Re: First Tier Tribunal Dispensation - supply of gas and electricity - [REDACTED]

Thanks, Jamila.

Are you able to answer the 2nd set of questions , please?

Kind regards,

[REDACTED]

On Mon, 19 Aug 2024, 15:07 Jamila Atta, <[Jamila.Atta@richmondandwandsworth.gov.uk](mailto:Jamila.Atta@richmondandwandsworth.gov.uk)> wrote:

Official

Good afternoon [REDACTED]

Thank you for your email.

I have copied in colleagues in Housing who will coordinate a response. You will receive a response within 10 working days.

Kind regards

Jamila Atta (She/Her)

Energy and Sustainability Manager MSc Sustainability

Serving Richmond and Wandsworth Councils

T: 020 8871 8864

M: 07584 641 729

[Jamila.Atta@Richmondandwandsworth.gov.uk](mailto:Jamila.Atta@Richmondandwandsworth.gov.uk)

[www.richmond.gov.uk](http://www.richmond.gov.uk) and [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)

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**From:** [REDACTED]

**Sent:** Wednesday, August 14, 2024 12:22 PM

**To:** Jamila Atta <[Jamila.Atta@richmondandwandsworth.gov.uk](mailto:Jamila.Atta@richmondandwandsworth.gov.uk)>; Adele Casey <[Adele.Casey@richmondandwandsworth.gov.uk](mailto:Adele.Casey@richmondandwandsworth.gov.uk)>; Sarah Stevens <[Sarah.Stevens@richmondandwandsworth.gov.uk](mailto:Sarah.Stevens@richmondandwandsworth.gov.uk)>; Tammy Taylor <[Tammy.Taylor@richmondandwandsworth.gov.uk](mailto:Tammy.Taylor@richmondandwandsworth.gov.uk)>

**Subject:** First Tier Tribunal Dispensation - supply of gas and electricity - [REDACTED]

Hi Jamila, Adele, Sarah and Tammy,

Hope you're all well.

I've had a letter about the above and have a few quick questions.

in <https://wandsworth.gov.uk/housing/dispensation2024> it says: "Council leaseholders benefit from lighting provided in communal areas, and may have heating supplied by a communal boiler system. It is likely that you pay towards the cost of the electricity for these lights in your routine annual service charge. You may also pay a weekly or monthly charge for the heating and hot water by the communal boiler."

For Tammy or Sarah, not sure if this is something you can provide, but if not, would you point me in the right direction?

1. Can you please confirm on the Putney Vale estate, is this just lighting for the communal areas, and if so, how many lights please?
2. How much was 2023 or similar period Electricity and Gas cost for the PV estate, please?
3. How much was each leaseholder charged, please for the latest period.

For Jamila or Adela, sorry if I've missed this in the docs you've sent out, and thank you for your hard work on this. Most of these questions are relating

to [https://wandsworth.gov.uk/media/5zhlhnn3/witness\\_statement\\_of\\_jamila\\_atta.pdf](https://wandsworth.gov.uk/media/5zhlhnn3/witness_statement_of_jamila_atta.pdf)

1. Who were the suppliers for the previous dispensations?
2. How did you select Laser, please?
3. Was this selection process made public, and if so, please would you send a link to this?
4. Why have Laser insisted on a 4 year contract?
5. Do other wholesale suppliers insist on the same?
6. In point 30 of the pdf address above, the value for money assessment of LASER was from December 2015. Is this still relevant?

Kind regards,

[REDACTED]

**IMPORTANT:**

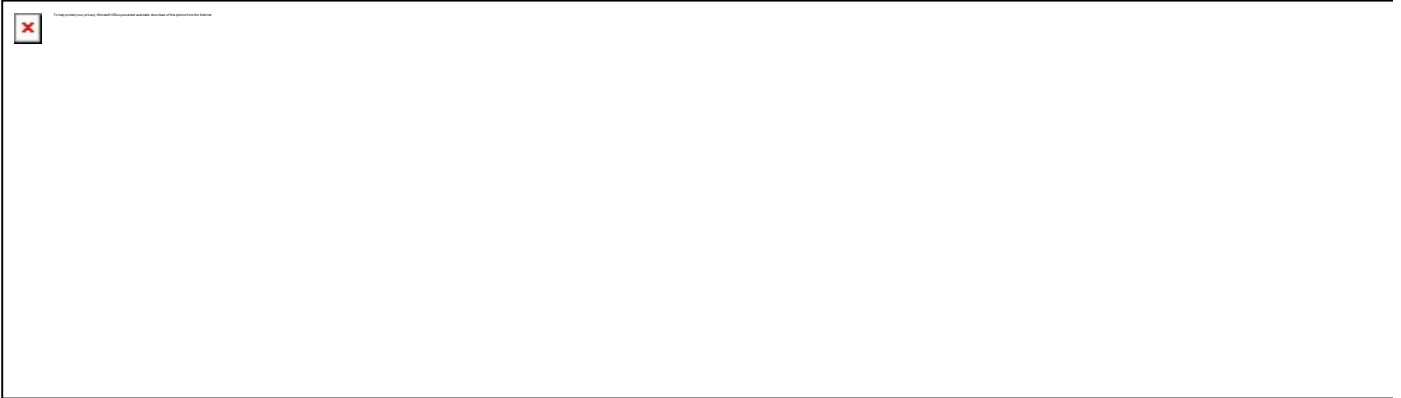
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[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 15 August 2024 14:09  
**To:** [REDACTED]  
**Cc:** Audrey Graham-Bolt; HMS  
**Subject:** RE: Case ref letter LON/00BJ/LDC/2024/0174

Dear [REDACTED]

Thank you for your email dated 13 August 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available. Some residents in the borough will still benefit from a communal heating system and as such, we were required to include this within the letter, however as your block does not have this system it is only the electricity supply that applies to your particular block.

If you wish to oppose the council's application to the Tribunal you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



**From:** [REDACTED]  
**Sent:** Tuesday, August 13, 2024 9:00 PM  
**To:** HMS <HMS@richmondandwandsworth.gov.uk>; audrey.graham-bolt@merton.gov.uk; James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** Re: Case ref letter LON/00BJ/LDC/2024/0174

Including Mr Clarke - found address in the online link in the letter.

On Tue, 13 Aug 2024 at 20:45, [REDACTED] wrote:

Whoever it concerns,

I live in the odd blocks numbered [REDACTED]. I received a letter from Mr James Clarke in the post when I came from work today. It does not give any contact email to ask a question - only the generic one for items not related to this letter and only emails for if I wished to oppose - I simply want clarification and it is not clear how I respond to the application (it says ino on a website so assume in there somewhere?).

The letter has a lot of legal jargon, so I feel uninformed about what exactly is going on to make a decision on whether I oppose whatever it is I have the option to oppose.

My questions:

Please help clarify paragraph 2 on page 2 under 'information on the contract and application'. This block has three floors, and already has a door entry system. 4 residents live on the ground floor including myself. The council stopped supplying heat and gas well before I moved in.

- Why would you want to put a lift into a small block that was built in the 1950s and subject us to building convenience if there is no-one that is less abled to get to the two upper floors?
- Why do you think the block may benefit from a communal heating system when we all have our own plumbing (at very expensive costs oi install ourselves in our homes already) - what exactly are you referring to as communal heat - have you seen this block - if it is not heating inside the flats, are you proposing heat in the wide open 'communal space' in the stairwell that is exposed outside - that wouldn't be very wise?
- why would ground floor leaseholders that have no access (or need for access to upper floors) be expected to pay for the lift?

Kind Regards

[REDACTED]

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 12 September 2024 17:00  
**To:** James Clarke  
**Subject:** [REDACTED]

---

**From:** James Clarke  
**Sent:** Thursday, September 12, 2024 5:00 PM  
**To:** [REDACTED]  
**Subject:** RE: IN reference to your unclear letter

Dear [REDACTED]

I write further to your email dated 23 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. Furthermore, please accept my apologies for the delay in returning to you.

Overall, this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders and there is no further action for you take if you satisfied with the action being taken by the council. The purpose of the original letter was to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only. For background, this application was also made 4 years ago and 4 years prior to that and so on, with the council's procurement contracts with suppliers for energy to serve the communal areas of blocks spanning 4-year periods. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry systems, of which you already pay a contribution via your annual service charge.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. To provide further clarification, the idea in dispensing with consultation requirements on this occasion only would be to ensure the renewal of the procurement contracts for communal energy is as smooth a transition as possible. By entering into a long-term agreement our supplier can provide access to the most competitive prices available whilst also offering long-term security by purchasing in bulk, and as this relates to all housing stock across the entire borough the capacity required is obviously significant.

As you may be aware from past major works schemes, the consultation process can span many months in total and the practicalities of doing so in this case would prove challenging, not least because it involves approximately 14,000 leaseholders. Furthermore, if the council were to write to all leaseholders with a Notice including estimated prices for their respective block or building, by the time the consultation period of 30 days had passed, the initial prices provided would effectively be null and void as prices would have changed in that time, this is a volatile market and rates change on a daily basis and there is no guarantee as to the future outlook of the energy market. This is no reflection as to the process moving forward, whereby the council will continue to consult with leaseholders on all major schemes, although the above is all with the intention to provide security and keep electricity costs as low as possible and in turn keep leaseholder contributions to this as low as possible over the long-term.

In addition, for records purposes I would be grateful if you could kindly advise as to the details of your leasehold address.

I hope the above response proves constructive, and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** 23 August 2024 15:21  
**To:** Audrey Graham-Bolt <[audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk)>; [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)  
**Subject:** IN reference to your unclear letter

Hi there,

You have sent a letter regarding ' Notice of application by wandworth borough council to the first tier tribunal property chamber for dispensation of all or any of the consultation requirements contained in S.20 of the landlord and tenant act 1985 in respect of renewal of procurement contracts for the supply of gas and electricity case ref LON/00BJ/LDC/2024/0174

You have suggested if I wish to make a complaint I need to contact. you. What is this regarding? You reference 'the form attached' but you have not included anything further.

Thanks,

[REDACTED]

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[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 27 August 2024 11:37  
**To:** [REDACTED]  
**Subject:** [REDACTED]

Dear [REDACTED]

Thank you for your email dated 23 August 2023, in response to my earlier email and I appreciate the points raised.

To provide further clarification, I can advise that the idea in dispensing with consultation requirements on this occasion only would be to ensure the renewal of the procurement contracts for communal energy is as smooth a transition as possible. For background, this process also took place 4 years ago and 4 years prior, although we are required to apply again to the Tribunal on each occasion. By entering into a long-term agreement our provider can provide access to the most competitive prices available while also offering long-term security by purchasing in bulk, whilst this also relates to the entire borough so the capacity required is significant.

The consultation process can span many months in total and the practicalities of doing so in this case would prove challenging, not least because it involves approximately 14,000 leaseholders. Furthermore, if the council were to write to all leaseholders with a Notice including estimated prices, by the time the consultation period of 30 days had passed, the initial prices provided would effectively be null and void as prices would have changed in that time, this is a volatile market and rates change on a daily basis and there is no guarantee as to the future outlook of the energy market. This is no reflection as to the process moving forward, whereby the council will continue to consult with leaseholders on all major works schemes, although the above is all with the intention to keep electricity costs as low as possible and in turn keep leaseholder contributions to this as low as possible over the long-term.

I hope the above proves constructive and should you have any further queries please do not hesitate to contact me. If you do wish to object to the council's application to the Tribunal you are of course welcome to do so via the instructions provided in my previous email and the information held on the council's webpage, accessible via the link provided.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Friday, August 23, 2024 1:45 PM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** Re: [REDACTED]

You don't often get email from [REDACTED] [Learn why this is important](#)

Dear James,

Many thanks for your email and clarification.

Would you mind please providing further information on why eliminating consultation period would preclude the council from entering into a long-term agreement at the best available rate? Would these rates not be available at a later date? I would prefer to maintain the two-stage consultation process as I believe it ensures greater transparency.

Many thanks again,

[REDACTED]

Sent from my iPhone

On 23 Aug 2024, at 13:51, James Clarke  
<[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)> wrote:

Official

Dear [REDACTED]

Thank you for your email following receipt of the letter dated 12 August 2024 in relation to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. As requested, please find the relevant documentation attached to this email.

Overall, I can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available.



If you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)

<image001.jpg>

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**From:** [REDACTED]  
**Sent:** Thursday, August 22, 2024 11:38 AM  
**To:** James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>  
**Subject:** Objection documentation - 64 Cortis Road

[You don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Dear Mr Clarke,

I would be grateful if you could kindly provide a copy of all documentation relating to case reference LON/00BJ/LDC/2024/0174 could be emailed to me at [REDACTED]

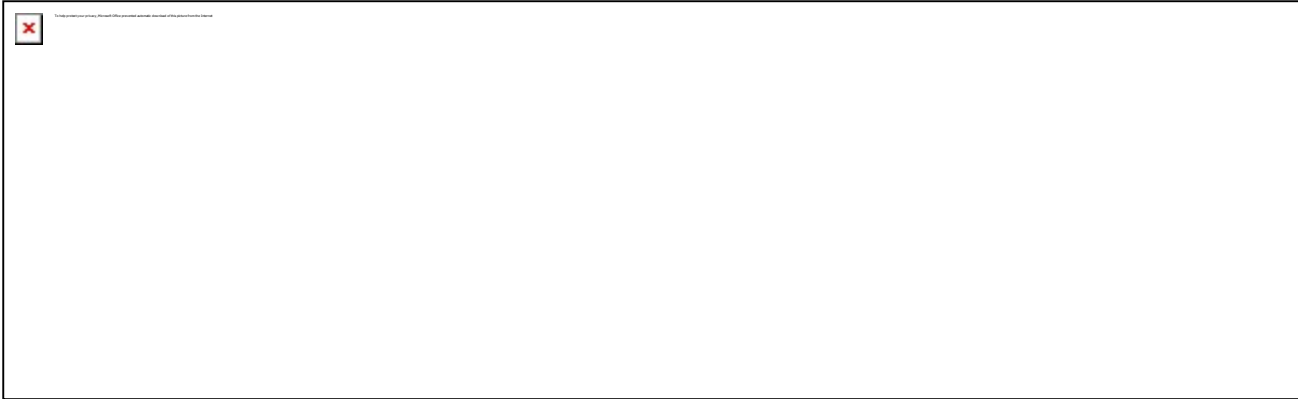
Thanking you in advance,

[REDACTED]

Sent from my iPhone

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<Dispensation Application.pdf>

<Previous Directions.pdf>

<Amended Directions.pdf>

<Witness Statement.pdf>

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 22 August 2024 10:01  
**To:** James Clarke  
**Subject:** [REDACTED]

Official

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**From:** James Clarke  
**Sent:** Thursday, August 22, 2024 10:00 AM  
**To:** [REDACTED]  
**Subject:** [REDACTED] - Case Reference: LON/00BJ/LDC2024/0174

Dear Ms [REDACTED]

Thank you for your email following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

In regards to your change in forwarding address, I can advise that your email has been passed to colleagues within the Leasehold and Procurement Team to check our records and we will ensure any details are updated as necessary.

Moving to the contents of the letter, I can advise that you are correct in your understanding and I can confirm that this action by the council does not represent any works that will be taking place nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, in respect of renewing the procurement contracts for gas and electricity that will continue to serve communal areas of blocks and which leaseholders already contribute via annual service charges.

I hope the above proves useful although should you have any further queries please feel welcome to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



**From:** [REDACTED]  
**Sent:** Thursday, August 15, 2024 5:31 PM  
**To:** James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>  
**Subject:** Case Reference: LON/00BJ/LDC2024/0174

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Mr Clarke,

[REDACTED]

I have received a letter re the above consultation via Royal Mail redirection, which I set up a few weeks ago. I have very recently moved overseas and have my post redirected to my mother-in-law's. I had thought I had already notified the council that I no longer live at my correspondence address: [REDACTED].

Please could I ask you amend your records and send any further Leaseholder letters to the address below:

[REDACTED]

Finally, I am slightly unclear as to the purpose of the letter but reading between the lines, I hope I am right in thinking this letter is related to the council wanting to terminate a contract with a gas/electricity provider for the communal areas and leaseholders have a right to comment on this? I will get my mother-in-law to discard this letter if this is the case, as I have no comment to make. If I am wrong, please could you explain the purpose of this letter?

Yours sincerely,

[REDACTED]

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 27 August 2024 10:45  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Case Reference: LON/00BJ/LDC/2024/0174

Dear [REDACTED]

Thank you for your email following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available and also providing security in this regard over the long-term.

If you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Tuesday, August 27, 2024 9:27 AM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Cc:** [REDACTED]  
[REDACTED] 4  
**Importance:** High

You don't often get email from [REDACTED]. [Learn why this is important](#)

Hi James,

I hope you're well.

Please see attached letter we received. Can you kindly explain what this is about? Or what action is required?

Thanks,

[REDACTED]

[REDACTED]

---

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 22 August 2024 10:18  
**To:** James Clarke  
**Subject:** [REDACTED]  
**Attachments:** Witness Statement.pdf; Amended Directions.pdf; Dispensation Application.pdf; Previous Directions.pdf

Official

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**From:** James Clarke  
**Sent:** Thursday, August 22, 2024 10:16 AM  
**To:** [REDACTED]  
**Subject:** RE: Request for copy of the application for dispensation of consultation requirements

Dear [REDACTED]

Thank you for your email dated 16 August 2024, following receipt of the letter dated 12 August 2024 in relation to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

As requested, please find the relevant documentation attached to this email.

Should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



---

**From:** [REDACTED]  
**Sent:** Friday, August 16, 2024 8:20 PM  
**To:** James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>  
**Subject:** Request for copy of the application for dispensation of consultation requirements



Dear Mr Clarke,

RE.: [REDACTED]

Could I please have a hard copy of the application and supporting documents for dispensation of consultation requirements as detailed in your letter of 12th August 2024?  
Case reference: LON/00BJ/ LDC/2024/0174

Thank you.

Yours sincerely,

[REDACTED]

Sent from [Outlook for iOS](#)



**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**

**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,966 PROPERTIES

Respondents

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WITNESS STATEMENT OF JAMILA ATTA

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1. My name is Jamila Atta. I am employed by the Applicant, the London Borough of Wandsworth. My business address is the Town Hall, Wandsworth High Street, Wandsworth, London, SW18 2PU
2. I am the Energy and Sustainability Manager within the Property Services Team which is part of the Applicant's Housing and Regeneration Directorate. I report to Adele Casey who is the Head of the Facilities Management. My responsibilities include managing the Applicant's energy contracts. I am authorised to make this witness statement on behalf of the Applicant.
3. There is now produced and shown to me marked **JA1** a paginated bundle of documents to which I shall refer in this witness statement. This statement has been prepared based on information provided by email correspondence and over the telephone. I have read the contents, made necessary amendments and confirm the content is accurate.
4. I make this witness statement in support of the Applicant's application for a further dispensation with consultation requirements in relation to electricity and gas contracts which the Applicant wishes to place. The applications relating to gas are for dispensation of the consultation requirements contained in Section 20 of the Landlord and Tenant Act 1985. In the context of the Respondents' properties, gas is used for communal heating and hot water supplies. The application in respect of electricity is also for dispensation of the consultation requirements in Section 20 of the Landlord and Tenant Act 1985, in relation to electricity supplied as part of service charges and re-charged to leaseholders. The basis for the application is substantially the same as those that have been made previously by the Applicant.
5. The Applicant has made five previous applications to the Tribunal for dispensation relating to these contracts as follows:-
  - Application dated 16<sup>th</sup> March 2009 (for gas) decision 2<sup>nd</sup> June 2009
  - Application dated 9<sup>th</sup> February 2010 (for electricity) decision 16<sup>th</sup> June 2010
  - Application dated 31<sup>st</sup> May 2012 (for electricity and gas) decision 22<sup>nd</sup> August 2012
  - Application dated 7<sup>th</sup> September 2016 (for electricity and gas) decision 7<sup>th</sup> September 2016

- Application dated 1<sup>st</sup> April 2020 (for electricity and gas) decision 30<sup>th</sup> July 2020
6. Having considered reasonableness afresh on every occasion, the Tribunal granted the Applicant dispensation in each case and the Applicant entered into a Framework Agreement for the supply of gas and electricity as a result of the same. Copies of the decisions in these applications under references LON/00BJ/LDC/2009-2012, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0061 LON/00BJ/LDC/2016/0051 and LON/00AH/LVT/2020/001 are exhibited at **pages 1 to 42 of “JA1”**.
  7. The 1985 Act requires landlords to consult with leaseholders before entering into a qualifying long-term agreement of more than 12 months. If the consultation requirements are not satisfied, then the landlord’s ability to recover contributions from the leaseholders will be restricted unless the Tribunal makes an order dispensing with the consultation requirements.
  8. Fuel contracts fall under the definition of a “*qualifying long term agreement*” within the 1985 Act where they exceed 1 year and the contribution from any one leaseholder might exceed £100 per year. As the Tribunal will be aware, given the increasing cost of energy, any contract into which the Applicant entered would exceed this threshold.
  9. In 2015, the Office of Government Commerce, (which later became part of the Efficiency and Reform Group within the Cabinet Office), recommended that all Public Sector bodies buy energy through a central purchasing body (CPB) which would offer a flexible, risk managed framework, managed by experts to improve the way the Public Sector purchases energy.
  10. The Applicant has selected LASER (owned by Kent County Council) as the preferred CPB for the 2024-28 contract. LASER work with over 200 public bodies in the UK, collectively purchasing on average £1.5 billion of gas, electricity and water annually on behalf of around 85,000 end users. As energy markets and customer requirements evolve, LASER continues to develop and introduce services that help the public sector to manage costs, reduce carbon and meet evolving legislative requirements. LASER provides the aggregated, flexible, and risk-managed approach recommended by Government, and expertise in energy-buying for local authorities.
  11. The current Framework Agreement for both the gas and electricity contracts expires on 30 September 2024 and must be renewed for the period from 1 October 2024 to 30 September 2028. As such, the Applicant is required to make a further application for dispensation from the requirements of Section 20 of the Landlord and Tenant Act 1985 (“the 1985 Act”). The renewal consists of an Access Agreement with the Central Purchasing Body and Call-Off contracts with the Suppliers. The Applicant has considered the costs incurred under LASER and remains firmly of the view that the purchasing power under the framework agreement provides the best value for the thousands of clients that the Applicant serves.
  12. Since the last contract renewal was agreed in 2020, wholesale utilities market prices have increased significantly. Prices have peaked over 150% higher than they were before 2020, with the combination of strong natural gas and carbon prices continuing to support these unprecedented increases. Whilst the short-term view from our analysis is for electricity and gas prices to continue softening in April 2023, a recent report from KPMG’s Chief Economist released a warning about energy costs remaining elevated for the next 5 to 10 years due to the added costs of transitioning to net zero. This will be due to factors such as grid balancing and storage risks, declining North Sea production, demand/competition from/with EU/China around

LNG and the continued reliance on Combined Cycle Gas Turbine / CCGT generation for UK's power.

13. Under the current contracts with the Applicant, LASER uses a "Purchase in Advance" model to procure gas and electricity meaning that energy is purchased in large blocks up to 12 months in advance; this increases certainty in energy pricing and reduces the risk and impact of recent extreme volatility of the energy markets on consumers. As a result of procuring energy through the Applicant's chosen framework, the Applicant expects to pay lower unit costs for gas and electricity than compared with national average energy costs.
14. Under the purchase in advance framework agreement, energy is bought over a period of time, before the start of the annual period. As such, the price is fixed for the year and not subject to percentage increases at minimal notice as applicable to the domestic market. The Applicant takes the view that price certainty is in the interests of all of the Respondents and is a significant factor in the reasonableness of the grant of dispensation.
15. To keep the forward purchasing window of aggregated quantities intact, participating organisations have been required to commit to the next four-year term, to enable energy to be procured into future years. The requirement to purchase aggregated volumes immediately, when the market is seen as offering value, means that it is not possible to comply with statutory requirements within the time scale. Accordingly, the applicant is making this application to the Tribunal to dispense with the consultation requirements in relation to particular energy contracts. The Tribunal has the power to dispense with all or any of the consultation requirements, if satisfied that it is reasonable to do so. The Applicant respectfully maintains that it remains reasonable to dispense with the consultation requirements under s.20.

#### **Gas Supply for Communal Heating and Hot Water Supplies**

15. There are 668 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of heating and hot water from a communal boiler system. The cost of gas used by these bodies/parties forms part of the heating and hot water charge.
16. Procurement of the Applicant's gas supplies was assigned to Purchase In Advance flexible framework contracts on 1st October 2009. The current flexible supplier is Total Gas and Power who is also the proposed supplier from October 2024.

#### **Electricity**

17. There are 13,968 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of electricity through their service charges.
18. Similar to the provision of gas, all electricity contracts aligned with the 1 October 2009 flexible framework entry date were assigned to Purchase in Advance agreements at that time. The current flexible supplier is NPower who it is proposed will continue to be the supplier from October 2024.

#### **Performance**

19. The Applicant has been a part of the framework agreement since 1 October 2009 and the agreement has been found to be very effective in mitigating the effects of a changeable energy market. Historically, price benchmarking has proved very difficult due to commercial confidentiality, but the table below demonstrates the contract performance against market average prices. While I am unable to comment as an independent expert in the field, I am of the view from my experience and the information set out, below, that the framework agreement

has been a significant benefit to persons in the Respondents' position. Further the dispensation with consultation requirements on such a huge scale has itself resulted in savings to tenants.

### Electricity Prices

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	14.9847	18.73259929	-20%
Oct 22-Sep 23	28.5106	54.86605505	-48%
Oct 23-Sep 24	29.7435	27.73107031	7%

In terms of electricity, over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 20% lower than the market average.

### Gas Prices

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	2.0719	5.427383388	-62%
Oct 22-Sep 23	8.6120	18.03816877	-52%
Oct 23-Sep 24	7.4316	8.412954327	-12%

When looking into gas prices, we see significant benefits through LASER's framework. Over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 42% lower than the market average.

20. Between 2020 – 2024 LASER's flexible frameworks have reduced the applicant's total energy spend by £5.3m per annum on an expenditure of approx. £7.8m for electricity and £3.9m for gas.

This confirms:

<b>LASER's current flexible frameworks have achieved significant cost avoidance for London Borough of Wandsworth:</b>	<b>Avoided Cost £/pa</b>
LASER's purchasing performance - the prices achieved by LASER since the commencement of the framework are lower than the average market prices over this period.	£4.8m
Lower Supplier Management Fees - reduced fees from your gas and electricity suppliers compared to buying as a stand-alone customer.	£387.2k
Shaping Benefits - aggregating the volumes of multiple customers flattens the overall usage profile, allowing our traders to purchase at a lower price.	£39.3k
Entire Market Pricing - when LASER submits a bid to buy a block of energy, our suppliers are compelled to put this bid into the open market. This means we receive the lowest price anyone in the entire market is prepared to offer.	£19.3k
Flexibility of Trading - our large energy purchase volumes mean we can buy larger blocks of energy over the market, which come at a discount to buying smaller blocks of energy.	£7.5k

Volume Tolerance - LASER's volume tolerances apply at the aggregated customer level (rather than individual customer level) minimising the risk of load variance penalties. As an example, no penalties were incurred for reduced usage during Covid.	£3.3k
Transparency of pricing – LASER validates supplier’s flexible prices and corrects any errors prior to opening bills being issued for each pricing period.	£72.6k

**Consultation**

22. The Applicant is aware that it is required to give notice of its intention to make such an application to the Tribunal, to affected leaseholders.
23. 13,968 leaseholders will be affected by this application, and the Applicant requests the consultation for the current application to be by way of a single page letter as the previous dispensation sought in 2020 which is sent to all leaseholders
  - setting out details of the application; and
  - informing them that a copy of the application with all the relevant documents is available on the Applicant’s website; and
  - informing the leaseholders that directions have been made by the Tribunal that have been published on the Applicant’s website; and
  - providing that any leaseholder may respond to the application with copies of their response also being sent to the Applicant; and
  - advising leaseholders that copies of the application documents can be provided to them on request either in electronic format or as hard copies; and
  - providing contact details (telephone and email) in the event that any leaseholder wishes to speak to an officer of the Applicant or make any comments.

In the event that the Tribunal continues its previously-approved practice and gives directions for the conduct of this application without the need for a hearing, I would respectfully request that the Applicant is given a period of not less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Applicant’s website providers to make the necessary arrangements.

27. Under the framework agreement with LASER for the pricing period 1 October 2020 to 30 September 2024, the average unit rate cost p/kWh for gas to the Applicant’s entire estate is 4.8643 p/kWh. During this pricing period, the customer rebate is between 0.034 p/kWh and 0.085 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is either £139.52 or £239.67 per supply annually. These charges differ because different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

The cost for electricity over the same pricing period -1 October 2020 to 30 September 2024- averages at 20.1924 p/kWh. During this pricing period, the customer rebate is between 0.085 and 0.115 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is between £71.71 and £576.55 per supply annually. These charges differ because

different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

28. The average unit rate costs set out above have been provided by LASER's energy bureau services. The customer rebate payable to the Applicant have been obtained from yearly pricing documents sent to the Applicant by LASER during the start of each contractual year, i.e. October of each year. The fee payable by the applicant is obtained from the access agreement set between the Applicant and LASER during the 2020 – 2024 pricing period. For reasons of confidentiality and data protection, copies of the spreadsheets are not exhibited to this witness statement but will be made available for the Tribunal's inspection, if required. The Tribunal may, in any event, consider that the relative cost of energy supply to non-comparable service-users is not relevant to the exercise of its discretion in this application.
29. The fees paid by the Applicant or payments received by the Applicant in respect of the energy supplies are as in paragraphs 27 and 28.
30. The London Public Sector Centre of Expertise, the London Energy Project ("LEP"), which was a public sector shared intelligent service of authorities that manage energy category development and supplier relationships previously carried out a value for money assessment of LASER in a report prepared for the authorities in December 2015. In this report LASER is rated as "good" for electricity and "effective" for gas prices. One of the report's key findings is that *"aggregated, flexible, risk managed (Flex) procurement was effective in controlling commodity costs and continues to be the most appropriate price risk management strategy currently available"*. The LEP also went on to state that fixed term, fixed price contracts (which were used by the Applicant prior to entering into the purchase in advance flexible framework with LASER) were not effective in controlling costs and present a medium financial risk.

Statement of Truth

I believe that the facts stated in this Witness Statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed j ' Ń ģ' ê '

Dated 12<sup>th</sup> June 2024

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**

**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,968 PROPERTIES

Respondents

\_\_\_\_\_

EXHIBIT JA1 TO WITNESS STATEMENT OF JAMILA ATTA

\_\_\_\_\_



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/00BJ/LDC/2024/0174**

**Properties** : **Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth**

**Applicant** : **The Mayor and Burgesses of the London Borough of Wandsworth**

**Representative** : **The South London Legal Partnership (Ref: L/AGB/2616/25688)**

**Respondents** : **Various Leaseholders affected by electricity contract, London Borough of Wandsworth**

**Type of application** : **To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services**

**Legal Officer** : **Emmanuel Okolo**

**Date of directions** : **17 July 2024**

**Amended directions** : **Judge B MacQueen  
1 August 2024**

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the



same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**
- (F) The Tribunal made directions on 17 July 2024 listing the matter for determination during the seven days commencing 21 October 2024, based on the documents submitted to the Tribunal, unless any party requested an oral hearing. On 29 July 2024, the Tribunal received a request from the Applicant for the date the Tribunal makes its determination to be before 30

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<sup>1</sup> See the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)

September 2024. This is because they say that the current framework agreement comes to an end on 30 September 2024 and so unless the decision is made before that date the Applicant will have to seek retrospective dispensation.

- (G) The Tribunal has considered this request and whilst it is not prepared to amend the directions to shorten the time that leaseholders who oppose the application have to reply, the Tribunal is prepared to shorten the time that the Applicant has to prepare its final bundle and so enabling the date of determination to be brought forward to the week of 23 September 2024.
- (H) In making these amended directions (shown below in red), the Tribunal is satisfied that there is no prejudice to the Respondents as the amended directions have no impact on the time afforded to them to make representations to the Tribunal.

## **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:
  - Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions and amended directions of 1 August 2024 will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions and amended directions dated 1 August 2024 they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 23 October 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.

2. Those leaseholders who oppose the application must by **18 September 2024**:
  - Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **20 September 2024**:
  - Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;
  - Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
  - Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

### **Decision**

4. The tribunal will decide the application during the seven days commencing **23 September 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on a **date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.

- A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
- Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
- Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
- **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
  - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal's case officer.**
  - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:
    - (a) the matters set out in paragraph 7 of the Guidance Note, **and**
    - (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

## Applications

9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

### **Non-Compliance with Directions**

10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”).
11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)  
Judge Bernadette MacQueen

**Date:** 17 July 2024  
1 August 2024

**Attached: Reply Form for Leaseholders**

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

First-tier Tribunal Property Chamber  
(Residential Property)

Ref no. (for office use only)

## Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

**It is important that you read the notes below carefully before you complete this form.**

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

**A fee is payable for this application (see section 13 for Help with Fees).**

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

**If you want to be sent online banking payment details by email, please tick this box**

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

**Please do not send any other documents.** When further evidence is needed, you will be asked to send it in separately.

**If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.**

If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

**1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)**

Name:

Capacity:

Address (including postcode):

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:

Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any)

Address (including postcode):

Telephone:

Day:  Mobile:

Email address:

Fax:

**2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)**



13,9656 leaseholders are affected by the electricity contract; and

668 leaseholders are affected by the gas contract.

A list of the relevant addresses is attached. Included with the application are five sample leases which are a variation of each of the different lease types for the leaseholders affected by this application.

#### 4. BRIEF DESCRIPTION OF BUILDING (*e.g.2 bedroom flat in purpose built block of 12 flats*)

Various types of properties across the Borough including flats and maisonettes in tower blocks and low rise blocks and some houses. The properties range in size from studio flats to 5 bedroom units.

3. **DETAILS OF RESPONDENT (S)** the person against whom an applicant seeks determination from the tribunal – this will only be the landlord’s managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name:

Capacity:

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**Note:** If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

5. **DETAILS OF LANDLORD** (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)**

Name of Secretary

There are no RTAs complying with Section 29 of the Landlord and Tenant Act 1985

Address (including postcode):

[Empty address box]

Telephone:

Day:

[Empty day telephone box]

Evening:

[Empty evening telephone box]

Mobile:

[Empty mobile telephone box]

Email address:

[Empty email address box]

Fax:

[Empty fax number box]

**7. DISPENSATION SOUGHT**

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?

Yes  No

If Yes, have the works started/been carried out?

Yes  No

Does the application concern a qualifying long-term agreement?

Yes  No

If Yes, has the agreement already been entered into?

Yes  No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled ' **GROUNDS FOR SEEKING DISPENSATION** '

**8. OTHER APPLICATIONS**

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

Yes  No

If Yes, please give details

In 2009/2010, 2012,2016 and 2020 the Applicant made dispensation applications when they entered into the Framework Agreement which is the subject of this application. Copies of the Tribunal's decisions relating to these applications - LON/00BJ/LOC/2009/0021, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0081 LON/00BJ/LDC/2016/0051 -LON/00AH/LVT/2020/0001

**9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?**

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.  Yes  No

**Note:** Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

## 10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.  Fast Track  Standard Track

Is there any special reason for urgency in this case?  Yes  No

If Yes, please explain how urgent it is and why:

The contracts, which are the subject of this Application, must be renewed by 1 October 2024. The Application must be determined as soon as possible to allow the Council to place the contracts in time.

In view of the number of leaseholders the Council requests a period of no less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Council's website providers to make the necessary arrangements and for all of the letters to be printed and posted.

### Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

## 11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

N/A

## 12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

NONE

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

### 13. CHECKLIST

**Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:**

A copy of the lease(s).

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

**EITHER**

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

**OR**

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

**DO NOT send cash under any circumstances. Cash payment will not be accepted.**

**Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.**

**Help with Fees**

If you think you may be entitled to a reduced fee, the guide EX160A ‘Apply for help with court, tribunal and probate fees’ outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at [www.gov.uk/help-with-court-fees](http://www.gov.uk/help-with-court-fees) or by completing the form EX160 ‘Apply for help with fees’. You can get a copy of the ‘Apply for help with fees’ form online at [www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees](http://www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees) or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 “Apply for Help with Fees” it must be included with your application.

The ‘Apply for help with fees’ form will not be copied to other parties

**14. STATEMENT OF TRUTH**

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed:

*John Scarborough*

Dated: 14 June 2024

**GROUNDS FOR SEEKING DISPENSATION**

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The Applicant is seeking further dispensation from the consultation requirements of Section 20 of the Landlord and Tenant Act 1985 which apply to the procurement of energy contracts for gas and electricity. The Council is already part of a Framework Agreement to supply gas and electricity. The gas and electricity contracts are due to renewed in October 2024 and the dispenstations already given by the Tribunal in June 2009, June 2010, August 2012 August 2016 and July 2020 would need to be extended to allow the same to continue. The Applicant will continue to be a partner in the Framework Agreement which has been developed by Local Authority South East Region (LASER). In its latest determination (LON/00AH/LVT/2020/0001) the FTT concluded that it was not practical to require the Applicant to strictly comply with the consultation requirements and that the framework represented sufficient value to service users to make dispensation reasonable.

2. Describe the consultation that has been carried out or is proposed to be carried out.

As with previous dispensation applications, the Applicant will endeavour to address any questions or concerns raised by Respondents within the FTT process and will continue to respond thereafter as part of its tenant engagement processes in any event.

3. Explain why you seek dispensation of all or any of the consultation requirements.

The Applicant seeks a total dispensation of the consultation requirements imposed by Section 20 of the Landlord and Tenant Act 1985 (as amended). Given that the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only.

In order to obtain the best electricity and gas prices for its residents, the Applicant needs to be able to act within three hours. In the circumstances, it is impracticable and impossible for the Applicant to comply with the consultation requirements imposed by the Act, which would have the perverse effect of preventing residents from getting the best possible deal for energy supply.

Please see the attached Witness Statement of herein.

## ANNEX: Addresses of Tribunal Regional Offices

### NORTHERN REGION

HM Courts & Tribunals Service

**Telephone:** 01612 379491

**Fax:** 01264 785 128

First-tier Tribunal (Property Chamber) Residential  
Property, 1<sup>st</sup> Floor, Piccadilly Exchange,  
Piccadilly Plaza, Manchester M1 4AH

**Email address:** [RPNorthern@justice.gov.uk](mailto:RPNorthern@justice.gov.uk)

**This office covers the following Metropolitan districts:** Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

**It also covers the following unitary authorities:** Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

**It also covers the following Counties:** Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

### MIDLAND REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Centre City Tower, 5-7 Hill Street,  
Birmingham, B5 4UU

**Telephone:** 0121 600 7888

**Fax:** 01264 785 122

**Email address:** [RPMidland@justice.gov.uk](mailto:RPMidland@justice.gov.uk)

**This office covers the following Metropolitan districts:** Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

**It also covers the following unitary authorities:** Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

**It also covers the following Counties:** Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

### EASTERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Cambridge County Court, 197 East Road  
Cambridge, CB1 1BA

**Telephone:** 01223 841 524

**Fax:** 01264 785 129

**Email address:** [RPEastern@justice.gov.uk](mailto:RPEastern@justice.gov.uk)

DX 97650 Cambridge 3

**This office covers the following unitary authorities:** Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

**It also covers the following Counties:** Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

### SOUTHERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Havant Justice Centre, The Court House,  
Elmleigh Road, Havant, Hants, PO9 2AL

**Telephone:** 01243 779 394

**Fax:** 0870 7395 900

**Email address:** [RPSouthern@justice.gov.uk](mailto:RPSouthern@justice.gov.uk)

**This office covers the following unitary authorities:** Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

**It also covers the following Counties:** Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.



**LONDON REGION**

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, 10 Alfred Place, London WC1E 7LR

DX 134205 Tottenham Court Road 2

**This office covers all the London boroughs.**

**Telephone:** 020 7446 7700

**Fax:** 01264 785 060

**Email address:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/00BJ/LDC/2024/0174**

**Properties** : **Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth**

**Applicant** : **The Mayor and Burgesses of the London Borough of Wandsworth**

**Representative** : **The South London Legal Partnership (Ref: L/AGB/2616/25688)**

**Respondents** : **Various Leaseholders affected by electricity contract, London Borough of Wandsworth**

**Type of application** : **To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services**

**Legal Officer** : **Emmanuel Okolo**

**Date of directions** : **17 July 2024**

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**

### **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:

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<sup>1</sup> See the **Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)**

- Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 29 November 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.
2. Those leaseholders who oppose the application must by **18 September 2024**:
- Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **09 October 2024**:
- Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;

- Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
- Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

## Decision

4. The tribunal will decide the application during the seven days commencing **21 October 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on **a date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.
  - A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
  - Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
  - Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
  - **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
    - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal's case officer**.
    - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:

- (a) the matters set out in paragraph 7 of the Guidance Note, **and**
- (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

- 7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
- 8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

### **Applications**

- 9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

### **Non-Compliance with Directions**

- 10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").
- 11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)

**Date:** 17 July 2024

### **Attached: Reply Form for Leaseholders**

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 23 August 2024 12:03  
**To:** [REDACTED]  
**Subject:** RE: LON/00BJ/LDC/2024/0174

Dear Dr [REDACTED],

Thank you for your email dated 22 August 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available.

If you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case only, you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via the following link <http://www.wandsworth.gov.uk/housing/dispensation2024>, where you can also view all documentation associated with this application. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)





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**From:** [REDACTED]  
**Sent:** Thursday, August 22, 2024 3:27 PM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** LON/00BJ/LDC/2024/0174

You don't often get email from [REDACTED] [Learn why this is important](#)

Hi Mr Clarke,

Case ref: LON/00BJ/LDC/2024/0174

I am one of the leaseholders who has received a letter through the door today for dispensation of consultation requirements. You mentioned that there was a form 'attached to the Directions'. I do not see anything attached to this brief letter. Can you email and post that to me?

Regards,

[REDACTED]  
**ACMA, CGMA, FHEA, MRes, PhD.**

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 28 August 2024 16:07  
**To:** [REDACTED]  
**Subject:** RE: Case Reference: -LON/00BJ/LDC/2024/0174

Dear [REDACTED]

Thank you for your email following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, in respect to the renewal of procurement contracts for communal electricity, of which you already pay a contribution via your annual service charge. I would advise that this only relates to communal areas such as communal lighting and does not involve your individual energy contract with your chosen provider for your particular property.

I hope the above response proves useful and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Wednesday, August 28, 2024 1:18 PM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** Case Reference: -LON/00BJ/LDC/2024/0174

You don't often get email from [REDACTED] [Learn why this is important](#)

Dear Mr Clarke,

Received your letter to Lease Holders. My address is [REDACTED]. This is the first time I got any communication.

I get my electricity from EDF and Gas from British Gas directly charged on the meters. Please let me know whether this procurement contract applies to me.

I am unable to contact any officer on the telephone numbers provided.

I await your reply

[REDACTED]

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 23 August 2024 12:48  
**To:** James Clarke  
**Subject:** [REDACTED]  
**Attachments:** Dispensation Application.pdf; Previous Directions.pdf; Amended Directions.pdf; Witness Statement.pdf

Official

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**From:** James Clarke  
**Sent:** Friday, August 23, 2024 12:47 PM  
**To:** [REDACTED]  
**Subject:** RE: LON/00BJ/LDC/2024/0174

Dear [REDACTED]

Thank you for your email following receipt of the letter dated 12 August 2024 in relation to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. As requested, please find the relevant documentation attached to this email and I will also forward hard copies in the post.

Overall, I can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available.

If you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer

Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Sunday, August 18, 2024 11:07 AM  
**To:** James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>  
**Subject:** LON/00BJ/LDC/2024/0174

You don't often get email from [REDACTED]. [Learn why this is important](#)

Good morning,

Please could you send an electronic copy of the application, supporting documents, directions and amended directions to this email address?

Please could you also send a hard copy to:

[REDACTED]

Many thanks,  
[REDACTED]

# Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

**It is important that you read the notes below carefully before you complete this form.**

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

**A fee is payable for this application (see section 13 for Help with Fees).**

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

**If you want to be sent online banking payment details by email, please tick this box**

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

**Please do not send any other documents.** When further evidence is needed, you will be asked to send it in separately.

**If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.**

If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

**1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)**

Name:

Capacity:

Address (including postcode):

Address for correspondence (if different from above):

DX: 161030 Morden 3

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any)

Address (including postcode):

DX: 161030 Morden 3

Telephone:

Day:  Mobile:

Email address:  Fax:

**2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)**

13,9656 leaseholders are affected by the electricity contract; and

668 leaseholders are affected by the gas contract.

A list of the relevant addresses is attached. Included with the application are five sample leases which are a variation of each of the different lease types for the leaseholders affected by this application.

#### 4. BRIEF DESCRIPTION OF BUILDING (*e.g.2 bedroom flat in purpose built block of 12 flats*)

Various types of properties across the Borough including flats and maisonettes in tower blocks and low rise blocks and some houses. The properties range in size from studio flats to 5 bedroom units.



**3. DETAILS OF RESPONDENT (S) the person against whom an applicant seeks determination from the tribunal – this will only be the landlord’s managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.**

Name:

Capacity:

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**Note:** If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

**5. DETAILS OF LANDLORD (if not already given)**

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

## 6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)

Name of Secretary

There are no RTAs complying with Section 29 of the Landlord and Tenant Act 1985

Address (including postcode):

Telephone:

Day:

Evening:

Mobile:

Email address:

Fax:

## 7. DISPENSATION SOUGHT

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?

Yes  No

If Yes, have the works started/been carried out?

Yes  No

Does the application concern a qualifying long-term agreement?

Yes  No

If Yes, has the agreement already been entered into?

Yes  No

For each set of qualifying works and/or qualifying long-term agreements please

complete one of the sheets of paper entitled ' **GROUNDS FOR SEEKING DISPENSATION** '

## 8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

Yes  No

If Yes, please give details

In 2009/2010, 2012,2016 and 2020 the Applicant made dispensation applications when they entered into the Framework Agreement which is the subject of this application. Copies of the Tribunal's decisions relating to these applications - LON/00BJ/LOC/2009/0021, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0081 LON/00BJ/LDC/2016/0051 -LON/00AH/LVT/2020/0001

## 9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.  Yes  No

**Note:** Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

## 10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.  Fast Track  Standard Track

Is there any special reason for urgency in this case?  Yes  No

If Yes, please explain how urgent it is and why:

The contracts, which are the subject of this Application, must be renewed by 1 October 2024. The Application must be determined as soon as possible to allow the Council to place the contracts in time.

In view of the number of leaseholders the Council requests a period of no less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Council's website providers to make the necessary arrangements and for all of the letters to be printed and posted.

### Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

## 11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

N/A

## 12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

NONE

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

### 13. CHECKLIST

**Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:**

A copy of the lease(s).

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

**EITHER**

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

**OR**

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

**DO NOT send cash under any circumstances. Cash payment will not be accepted.**

**Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.**

**Help with Fees**

If you think you may be entitled to a reduced fee, the guide EX160A ‘Apply for help with court, tribunal and probate fees’ outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at [www.gov.uk/help-with-court-fees](http://www.gov.uk/help-with-court-fees) or by completing the form EX160 ‘Apply for help with fees’. You can get a copy of the ‘Apply for help with fees’ form online at [www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees](http://www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees) or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 “Apply for Help with Fees” it must be included with your application.

The ‘Apply for help with fees’ form will not be copied to other parties

**14. STATEMENT OF TRUTH**

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed:

*John Scarborough*

Dated: 14 June 2024

**GROUNDS FOR SEEKING DISPENSATION**

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The Applicant is seeking further dispensation from the consultation requirements of Section 20 of the Landlord and Tenant Act 1985 which apply to the procurement of energy contracts for gas and electricity. The Council is already part of a Framework Agreement to supply gas and electricity. The gas and electricity contracts are due to renewed in October 2024 and the dispenstations already given by the Tribunal in June 2009, June 2010, August 2012 August 2016 and July 2020 would need to be extended to allow the same to continue. The Applicant will continue to be a partner in the Framework Agreement which has been developed by Local Authority South East Region (LASER). In its latest determination (LON/00AH/LVT/2020/0001) the FTT concluded that it was not practical to require the Applicant to strictly comply with the consultation requirements and that the framework represented sufficient value to service users to make dispensation reasonable.

2. Describe the consultation that has been carried out or is proposed to be carried out.

As with previous dispensation applications, the Applicant will endeavour to address any questions or concerns raised by Respondents within the FTT process and will continue to respond thereafter as part of its tenant engagement processes in any event.

3. Explain why you seek dispensation of all or any of the consultation requirements.

The Applicant seeks a total dispensation of the consultation requirements imposed by Section 20 of the Landlord and Tenant Act 1985 (as amended). Given that the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only.

In order to obtain the best electricity and gas prices for its residents, the Applicant needs to be able to act within three hours. In the circumstances, it is impracticable and impossible for the Applicant to comply with the consultation requirements imposed by the Act, which would have the perverse effect of preventing residents from getting the best possible deal for energy supply.

Please see the attached Witness Statement of herein.

## ANNEX: Addresses of Tribunal Regional Offices

### NORTHERN REGION

HM Courts & Tribunals Service

**Telephone:** 01612 379491

**Fax:** 01264 785 128

First-tier Tribunal (Property Chamber) Residential  
Property, 1<sup>st</sup> Floor, Piccadilly Exchange,  
Piccadilly Plaza, Manchester M1 4AH

**Email address:** [RPNorthern@justice.gov.uk](mailto:RPNorthern@justice.gov.uk)

**This office covers the following Metropolitan districts:** Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

**It also covers the following unitary authorities:** Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

**It also covers the following Counties:** Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

### MIDLAND REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Centre City Tower, 5-7 Hill Street,  
Birmingham, B5 4UU

**Telephone:** 0121 600 7888

**Fax:** 01264 785 122

**Email address:** [RPMidland@justice.gov.uk](mailto:RPMidland@justice.gov.uk)

**This office covers the following Metropolitan districts:** Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

**It also covers the following unitary authorities:** Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

**It also covers the following Counties:** Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

### EASTERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Cambridge County Court, 197 East Road  
Cambridge, CB1 1BA

**Telephone:** 01223 841 524

**Fax:** 01264 785 129

**Email address:** [RPEastern@justice.gov.uk](mailto:RPEastern@justice.gov.uk)

DX 97650 Cambridge 3

**This office covers the following unitary authorities:** Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

**It also covers the following Counties:** Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

### SOUTHERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Havant Justice Centre, The Court House,  
Elmleigh Road, Havant, Hants, PO9 2AL

**Telephone:** 01243 779 394

**Fax:** 0870 7395 900

**Email address:** [RPSouthern@justice.gov.uk](mailto:RPSouthern@justice.gov.uk)

**This office covers the following unitary authorities:** Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

**It also covers the following Counties:** Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

**LONDON REGION**

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, 10 Alfred Place, London WC1E 7LR

DX 134205 Tottenham Court Road 2

**This office covers all the London boroughs.**

**Telephone:** 020 7446 7700

**Fax:** 01264 785 060

**Email address:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.





**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/00BJ/LDC/2024/0174**

**Properties** : **Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth**

**Applicant** : **The Mayor and Burgesses of the London Borough of Wandsworth**

**Representative** : **The South London Legal Partnership (Ref: L/AGB/2616/25688)**

**Respondents** : **Various Leaseholders affected by electricity contract, London Borough of Wandsworth**

**Type of application** : **To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services**

**Legal Officer** : **Emmanuel Okolo**

**Date of directions** : **17 July 2024**

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**

### **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:

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<sup>1</sup> See the **Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)**

- Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 29 November 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.
2. Those leaseholders who oppose the application must by **18 September 2024**:
- Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **09 October 2024**:
- Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;

- Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
- Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

## Decision

4. The tribunal will decide the application during the seven days commencing **21 October 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on **a date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.
  - A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
  - Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
  - Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
  - **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
    - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal's case officer**.
    - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:

- (a) the matters set out in paragraph 7 of the Guidance Note, **and**
- (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

- 7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
- 8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

### **Applications**

- 9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

### **Non-Compliance with Directions**

- 10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").
- 11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)

**Date:** 17 July 2024

### **Attached: Reply Form for Leaseholders**

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

<b>Case reference</b>	:	<b>LON/00BJ/LDC/2024/0174</b>
<b>Properties</b>	:	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>
<b>Applicant</b>	:	<b>The Mayor and Burgesses of the London Borough of Wandsworth</b>
<b>Representative</b>	:	<b>The South London Legal Partnership (Ref: L/AGB/2616/25688)</b>
<b>Respondents</b>	:	<b>Various Leaseholders affected by electricity contract, London Borough of Wandsworth</b>
<b>Type of application</b>	:	<b>To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services</b>
<b>Legal Officer</b>	:	<b>Emmanuel Okolo</b>
<b>Date of directions</b>	:	<b>17 July 2024</b>
<b>Amended directions</b>	:	<b>Judge B MacQueen 1 August 2024</b>

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the

same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**
- (F) The Tribunal made directions on 17 July 2024 listing the matter for determination during the seven days commencing 21 October 2024, based on the documents submitted to the Tribunal, unless any party requested an oral hearing. On 29 July 2024, the Tribunal received a request from the Applicant for the date the Tribunal makes its determination to be before 30

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<sup>1</sup> See the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)



September 2024. This is because they say that the current framework agreement comes to an end on 30 September 2024 and so unless the decision is made before that date the Applicant will have to seek retrospective dispensation.

- (G) The Tribunal has considered this request and whilst it is not prepared to amend the directions to shorten the time that leaseholders who oppose the application have to reply, the Tribunal is prepared to shorten the time that the Applicant has to prepare its final bundle and so enabling the date of determination to be brought forward to the week of 23 September 2024.
- (H) In making these amended directions (shown below in red), the Tribunal is satisfied that there is no prejudice to the Respondents as the amended directions have no impact on the time afforded to them to make representations to the Tribunal.

## **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:
  - Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions and amended directions of 1 August 2024 will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions and amended directions dated 1 August 2024 they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 23 October 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.

2. Those leaseholders who oppose the application must by **18 September 2024**:
  - Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **20 September 2024**:
  - Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;
  - Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
  - Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

### **Decision**

4. The tribunal will decide the application during the seven days commencing **23 September 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on a **date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.

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8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

## Applications

9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

### **Non-Compliance with Directions**

10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”).
11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)  
Judge Bernadette MacQueen

**Date:** 17 July 2024  
1 August 2024

**Attached: Reply Form for Leaseholders**

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**

**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,966 PROPERTIES

Respondents

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WITNESS STATEMENT OF JAMILA ATTA

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1. My name is Jamila Atta. I am employed by the Applicant, the London Borough of Wandsworth. My business address is the Town Hall, Wandsworth High Street, Wandsworth, London, SW18 2PU
2. I am the Energy and Sustainability Manager within the Property Services Team which is part of the Applicant's Housing and Regeneration Directorate. I report to Adele Casey who is the Head of the Facilities Management. My responsibilities include managing the Applicant's energy contracts. I am authorised to make this witness statement on behalf of the Applicant.
3. There is now produced and shown to me marked **JA1** a paginated bundle of documents to which I shall refer in this witness statement. This statement has been prepared based on information provided by email correspondence and over the telephone. I have read the contents, made necessary amendments and confirm the content is accurate.
4. I make this witness statement in support of the Applicant's application for a further dispensation with consultation requirements in relation to electricity and gas contracts which the Applicant wishes to place. The applications relating to gas are for dispensation of the consultation requirements contained in Section 20 of the Landlord and Tenant Act 1985. In the context of the Respondents' properties, gas is used for communal heating and hot water supplies. The application in respect of electricity is also for dispensation of the consultation requirements in Section 20 of the Landlord and Tenant Act 1985, in relation to electricity supplied as part of service charges and re-charged to leaseholders. The basis for the application is substantially the same as those that have been made previously by the Applicant.
5. The Applicant has made five previous applications to the Tribunal for dispensation relating to these contracts as follows:-
  - Application dated 16<sup>th</sup> March 2009 (for gas) decision 2<sup>nd</sup> June 2009
  - Application dated 9<sup>th</sup> February 2010 (for electricity) decision 16<sup>th</sup> June 2010
  - Application dated 31<sup>st</sup> May 2012 (for electricity and gas) decision 22<sup>nd</sup> August 2012
  - Application dated 7<sup>th</sup> September 2016 (for electricity and gas) decision 7<sup>th</sup> September 2016

- Application dated 1<sup>st</sup> April 2020 (for electricity and gas) decision 30<sup>th</sup> July 2020
6. Having considered reasonableness afresh on every occasion, the Tribunal granted the Applicant dispensation in each case and the Applicant entered into a Framework Agreement for the supply of gas and electricity as a result of the same. Copies of the decisions in these applications under references LON/00BJ/LDC/2009-2012, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0061 LON/00BJ/LDC/2016/0051 and LON/00AH/LVT/2020/001 are exhibited at **pages 1 to 42 of “JA1”**.
  7. The 1985 Act requires landlords to consult with leaseholders before entering into a qualifying long-term agreement of more than 12 months. If the consultation requirements are not satisfied, then the landlord’s ability to recover contributions from the leaseholders will be restricted unless the Tribunal makes an order dispensing with the consultation requirements.
  8. Fuel contracts fall under the definition of a “*qualifying long term agreement*” within the 1985 Act where they exceed 1 year and the contribution from any one leaseholder might exceed £100 per year. As the Tribunal will be aware, given the increasing cost of energy, any contract into which the Applicant entered would exceed this threshold.
  9. In 2015, the Office of Government Commerce, (which later became part of the Efficiency and Reform Group within the Cabinet Office), recommended that all Public Sector bodies buy energy through a central purchasing body (CPB) which would offer a flexible, risk managed framework, managed by experts to improve the way the Public Sector purchases energy.
  10. The Applicant has selected LASER (owned by Kent County Council) as the preferred CPB for the 2024-28 contract. LASER work with over 200 public bodies in the UK, collectively purchasing on average £1.5 billion of gas, electricity and water annually on behalf of around 85,000 end users. As energy markets and customer requirements evolve, LASER continues to develop and introduce services that help the public sector to manage costs, reduce carbon and meet evolving legislative requirements. LASER provides the aggregated, flexible, and risk-managed approach recommended by Government, and expertise in energy-buying for local authorities.
  11. The current Framework Agreement for both the gas and electricity contracts expires on 30 September 2024 and must be renewed for the period from 1 October 2024 to 30 September 2028. As such, the Applicant is required to make a further application for dispensation from the requirements of Section 20 of the Landlord and Tenant Act 1985 (“the 1985 Act”). The renewal consists of an Access Agreement with the Central Purchasing Body and Call-Off contracts with the Suppliers. The Applicant has considered the costs incurred under LASER and remains firmly of the view that the purchasing power under the framework agreement provides the best value for the thousands of clients that the Applicant serves.
  12. Since the last contract renewal was agreed in 2020, wholesale utilities market prices have increased significantly. Prices have peaked over 150% higher than they were before 2020, with the combination of strong natural gas and carbon prices continuing to support these unprecedented increases. Whilst the short-term view from our analysis is for electricity and gas prices to continue softening in April 2023, a recent report from KPMG’s Chief Economist released a warning about energy costs remaining elevated for the next 5 to 10 years due to the added costs of transitioning to net zero. This will be due to factors such as grid balancing and storage risks, declining North Sea production, demand/competition from/with EU/China around

LNG and the continued reliance on Combined Cycle Gas Turbine / CCGT generation for UK's power.

13. Under the current contracts with the Applicant, LASER uses a "Purchase in Advance" model to procure gas and electricity meaning that energy is purchased in large blocks up to 12 months in advance; this increases certainty in energy pricing and reduces the risk and impact of recent extreme volatility of the energy markets on consumers. As a result of procuring energy through the Applicant's chosen framework, the Applicant expects to pay lower unit costs for gas and electricity than compared with national average energy costs.
14. Under the purchase in advance framework agreement, energy is bought over a period of time, before the start of the annual period. As such, the price is fixed for the year and not subject to percentage increases at minimal notice as applicable to the domestic market. The Applicant takes the view that price certainty is in the interests of all of the Respondents and is a significant factor in the reasonableness of the grant of dispensation.
15. To keep the forward purchasing window of aggregated quantities intact, participating organisations have been required to commit to the next four-year term, to enable energy to be procured into future years. The requirement to purchase aggregated volumes immediately, when the market is seen as offering value, means that it is not possible to comply with statutory requirements within the time scale. Accordingly, the applicant is making this application to the Tribunal to dispense with the consultation requirements in relation to particular energy contracts. The Tribunal has the power to dispense with all or any of the consultation requirements, if satisfied that it is reasonable to do so. The Applicant respectfully maintains that it remains reasonable to dispense with the consultation requirements under s.20.

#### **Gas Supply for Communal Heating and Hot Water Supplies**

15. There are 668 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of heating and hot water from a communal boiler system. The cost of gas used by these bodies/parties forms part of the heating and hot water charge.
16. Procurement of the Applicant's gas supplies was assigned to Purchase In Advance flexible framework contracts on 1st October 2009. The current flexible supplier is Total Gas and Power who is also the proposed supplier from October 2024.

#### **Electricity**

17. There are 13,968 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of electricity through their service charges.
18. Similar to the provision of gas, all electricity contracts aligned with the 1 October 2009 flexible framework entry date were assigned to Purchase in Advance agreements at that time. The current flexible supplier is NPower who it is proposed will continue to be the supplier from October 2024.

#### **Performance**

19. The Applicant has been a part of the framework agreement since 1 October 2009 and the agreement has been found to be very effective in mitigating the effects of a changeable energy market. Historically, price benchmarking has proved very difficult due to commercial confidentiality, but the table below demonstrates the contract performance against market average prices. While I am unable to comment as an independent expert in the field, I am of the view from my experience and the information set out, below, that the framework agreement



has been a significant benefit to persons in the Respondents' position. Further the dispensation with consultation requirements on such a huge scale has itself resulted in savings to tenants.

### Electricity Prices

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	14.9847	18.73259929	-20%
Oct 22-Sep 23	28.5106	54.86605505	-48%
Oct 23-Sep 24	29.7435	27.73107031	7%

In terms of electricity, over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 20% lower than the market average.

### Gas Prices

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	2.0719	5.427383388	-62%
Oct 22-Sep 23	8.6120	18.03816877	-52%
Oct 23-Sep 24	7.4316	8.412954327	-12%

When looking into gas prices, we see significant benefits through LASER's framework. Over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 42% lower than the market average.

20. Between 2020 – 2024 LASER's flexible frameworks have reduced the applicant's total energy spend by £5.3m per annum on an expenditure of approx. £7.8m for electricity and £3.9m for gas.

This confirms:

<b>LASER's current flexible frameworks have achieved significant cost avoidance for London Borough of Wandsworth:</b>	<b>Avoided Cost £/pa</b>
LASER's purchasing performance - the prices achieved by LASER since the commencement of the framework are lower than the average market prices over this period.	£4.8m
Lower Supplier Management Fees - reduced fees from your gas and electricity suppliers compared to buying as a stand-alone customer.	£387.2k
Shaping Benefits - aggregating the volumes of multiple customers flattens the overall usage profile, allowing our traders to purchase at a lower price.	£39.3k
Entire Market Pricing - when LASER submits a bid to buy a block of energy, our suppliers are compelled to put this bid into the open market. This means we receive the lowest price anyone in the entire market is prepared to offer.	£19.3k
Flexibility of Trading - our large energy purchase volumes mean we can buy larger blocks of energy over the market, which come at a discount to buying smaller blocks of energy.	£7.5k

Volume Tolerance - LASER's volume tolerances apply at the aggregated customer level (rather than individual customer level) minimising the risk of load variance penalties. As an example, no penalties were incurred for reduced usage during Covid.	£3.3k
Transparency of pricing – LASER validates supplier’s flexible prices and corrects any errors prior to opening bills being issued for each pricing period.	£72.6k

**Consultation**

22. The Applicant is aware that it is required to give notice of its intention to make such an application to the Tribunal, to affected leaseholders.
23. 13,968 leaseholders will be affected by this application, and the Applicant requests the consultation for the current application to be by way of a single page letter as the previous dispensation sought in 2020 which is sent to all leaseholders
  - setting out details of the application; and
  - informing them that a copy of the application with all the relevant documents is available on the Applicant’s website; and
  - informing the leaseholders that directions have been made by the Tribunal that have been published on the Applicant’s website; and
  - providing that any leaseholder may respond to the application with copies of their response also being sent to the Applicant; and
  - advising leaseholders that copies of the application documents can be provided to them on request either in electronic format or as hard copies; and
  - providing contact details (telephone and email) in the event that any leaseholder wishes to speak to an officer of the Applicant or make any comments.

In the event that the Tribunal continues its previously-approved practice and gives directions for the conduct of this application without the need for a hearing, I would respectfully request that the Applicant is given a period of not less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Applicant’s website providers to make the necessary arrangements.

27. Under the framework agreement with LASER for the pricing period 1 October 2020 to 30 September 2024, the average unit rate cost p/kWh for gas to the Applicant’s entire estate is 4.8643 p/kWh. During this pricing period, the customer rebate is between 0.034 p/kWh and 0.085 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is either £139.52 or £239.67 per supply annually. These charges differ because different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

The cost for electricity over the same pricing period -1 October 2020 to 30 September 2024- averages at 20.1924 p/kWh. During this pricing period, the customer rebate is between 0.085 and 0.115 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is between £71.71 and £576.55 per supply annually. These charges differ because

different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

28. The average unit rate costs set out above have been provided by LASER's energy bureau services. The customer rebate payable to the Applicant have been obtained from yearly pricing documents sent to the Applicant by LASER during the start of each contractual year, i.e. October of each year. The fee payable by the applicant is obtained from the access agreement set between the Applicant and LASER during the 2020 – 2024 pricing period. For reasons of confidentiality and data protection, copies of the spreadsheets are not exhibited to this witness statement but will be made available for the Tribunal's inspection, if required. The Tribunal may, in any event, consider that the relative cost of energy supply to non-comparable service-users is not relevant to the exercise of its discretion in this application.
29. The fees paid by the Applicant or payments received by the Applicant in respect of the energy supplies are as in paragraphs 27 and 28.
30. The London Public Sector Centre of Expertise, the London Energy Project ("LEP"), which was a public sector shared intelligent service of authorities that manage energy category development and supplier relationships previously carried out a value for money assessment of LASER in a report prepared for the authorities in December 2015. In this report LASER is rated as "good" for electricity and "effective" for gas prices. One of the report's key findings is that *"aggregated, flexible, risk managed (Flex) procurement was effective in controlling commodity costs and continues to be the most appropriate price risk management strategy currently available"*. The LEP also went on to state that fixed term, fixed price contracts (which were used by the Applicant prior to entering into the purchase in advance flexible framework with LASER) were not effective in controlling costs and present a medium financial risk.

Statement of Truth

I believe that the facts stated in this Witness Statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed j ‘ Ń ğ ‘ ĉ ‘

Dated 12<sup>th</sup> June 2024

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**

**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,968 PROPERTIES

Respondents

\_\_\_\_\_

EXHIBIT JA1 TO WITNESS STATEMENT OF JAMILA ATTA

\_\_\_\_\_

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 27 August 2024 10:50  
**To:** James Clarke  
**Subject:** [REDACTED]

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**From:** James Clarke  
**Sent:** Tuesday, August 27, 2024 10:41 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Case Reference : - LON /00BJ/ LDC/2024/ 0174 - [REDACTED]

Dear [REDACTED]

Thank you for your email following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available and also providing security in this regard over the long-term.

If you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497



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**From:** [REDACTED]  
**Sent:** Monday, August 26, 2024 11:37 AM  
**To:** James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>  
**Cc:** [REDACTED]  
**Subject:** Case Reference : - LON /00BJ/ LDC/2024/ 0174 - [REDACTED]

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear [REDACTED],

Thank you for your letter, which we received on Friday, 23rd August 2024. I am writing on behalf of my wife, [REDACTED], who is the leaseholder of the property [REDACTED].

We are unclear about the reason for your notice, as my wife, [REDACTED], has not received any prior communication, either by email or letter, apart from the attached notice. Could you please contact her directly at the numbers provided below to clarify the matter?

[REDACTED] would appreciate receiving the details regarding this notice either via email at [REDACTED] or by letter to our home address:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

Dear [REDACTED],

For your consideration and action, please.

We trust this will address the issue for now and look forward to your prompt response.

Kind regards,

[REDACTED]  
[REDACTED]

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 23 August 2024 16:44  
**To:** [REDACTED]  
**Subject:** [REDACTED]

Dear [REDACTED],

Thank you for your phone call this afternoon following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available.

If you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queires please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 23 August 2024 11:57  
**To:** [REDACTED]  
**Subject:** RE: LON/00B/JLDC/2024/0174

Dear [REDACTED],

Thank you for your email dated 23 August 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is simply to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available.

If you wish to oppose the council's application to the Tribunal you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

In regards to communication and correspondence, unfortunately as this letter was being sent to approximately 14,000 leaseholders, it was not viable to also email individual leaseholders with the letter, however I can advise letters were sent to an registered away address including airmail to addresses abroad. However, with your consent we can add your email address to the property record for use in future instances.

Moving separately to your query regarding surveyors, if I could please ask whether this is in relation to a possible future sale of the property and I can then advise further where possible.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me. Furthermore, if you wish to also speak over the phone please do let me know and I would be happy to discuss further.



Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Friday, August 23, 2024 12:14 AM  
**To:** James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>  
**Subject:** Re: LON/00B/JLDC/2024/0174

You don't often get email from [REDACTED] [Learn why this is important](#)

Dear [REDACTED],

Thank you for your communications dated 12&16th Aug, 2024, which I received today from my sister.

Can you kindly call me to discuss the letters dated: 12&16th Aug 2024.

As you can appreciate, those tenants that live abroad, may get communication later esp if the council has not emailed them to the leaseholder, and esp when the CEO and his team are communicating with them (myself- via email), and you're not.

So I'm most concerned no communication from yourself was forthcoming to my email address

My cell number is [REDACTED] and you can call for free using WhatsApp.

If you'd be kind enough to call so I may know my rights as so far no communication on this compulsory purchase has been forthcoming other than offers been made and no one keeping in touch with me.

I look forward to perhaps you calling on me Friday 23rd Aug 3-5pm uk time.

Or asap, esp as wrong emails were sent out and a further 5-6 days were delayed in my receiving the notification and no extension provided.

I need to have my property surveyed and do not have the latest list of what my entitlements are or current surveyors.

Can you help me there.

I look forward to hearing from you.

Kindly

[REDACTED]

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 22 August 2024 16:11  
**To:** [REDACTED]  
**Subject:** [REDACTED]  
**Attachments:** Gas and Electricity Dispensation - Copy.doc

Dear [REDACTED],

Thank you for your time over the phone this afternoon and as discussed, please find a copy of the initial letter that you should you have received.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available. Some residents in the borough will still benefit from a communal heating system and as such, we were required to include this within the letter, however as your block does not have this system it is only the electricity supply that applies to your particular block.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)





## Wandsworth Council

Housing & Regeneration Department  
Town Hall  
Wandsworth High Street  
London SW18 2PU

Please ask for/reply to:  
Telephone: 020 8871 6000  
Direct Line: 020 8871 8497/8465/8498/8499  
Email:  
James.Clarke@richmondandwandsworth.gov.uk  
Web: [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)  
Our ref: HRD/LS/JC/Dispensation2024  
Date: 12<sup>th</sup> August 2024

### The Leaseholder(s)

Add 1

Add 2

Add 3

Post Code

Dear Leaseholder,

### Notice of Application by Wandsworth Borough Council to the First Tier Tribunal Property Chamber (Residential Property) for Dispensation of all or any of the Consultation Requirements contained in S.20 of the Landlord and Tenant Act 1985, in respect of the renewal of procurement contracts for the supply of Gas and Electricity.

**Case Reference: - LON/00BJ/LDC/2024/0174**

Wandsworth Council have applied to the First Tier Tribunal Property Chamber (Residential Property) for permission to dispense with the consultation requirements under Section 20 Landlord and Tenant Act 1985 concerning the renewal of the procurement contract for the supply of and electricity that power communal facilities.

As directed by the Tribunal a copy of the Application, supporting documents, Directions and amended directions issued in this matter have been published on the Council website at <http://www.wandsworth.gov.uk/housing/dispensation2024>. Should you wish to respond to the application **please do so by 4<sup>th</sup> September 2024**.

Alternatively, an electronic or 'hard' copy of the Application, supporting documents, Directions and amended directions are available and a copy can be sent to you by email or via the Royal Mail postal service should you require. If you would like to receive a copy, please contact me by email or telephone at the address set out above.

As the application progresses, additional documents will be added to the Council website. The Tribunal's final decision is likely to be uploaded on the website on/or after 23 October 2024.

Any leaseholder wishing to oppose this application must complete the reply form attached to the Directions and send by email to the Tribunal at [LondonRAP@justice.co.uk](mailto:LondonRAP@justice.co.uk) by **18<sup>th</sup> September 2024**. In addition, a statement in response to the application with any supporting documents and a copy of the reply form must also be sent to the Council/its representative in this matter by email to [audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk) or by post to South London Legal Partnership, Gifford House, 67c St Helier Avenue, Morden, SM4 6HY (DX161030 Morden 3).

The Tribunal will determine this application during the seven days commencing **23<sup>rd</sup> September 2024**. However, any party may make a request to the Tribunal that a hearing should be held, and any such request must be made as soon as possible.

## Information on the contract and application

As you are aware the council is responsible for providing lighting in the communal areas of the block/estate grounds and your block may benefit from a lift or door entry system. A percentage of the cost of the electricity used to power these services is recovered from leaseholders by way of the annual service charge.

In addition, your property might benefit from a communal heating system and you pay the Council for the cost of the gas used to provide that heating as part of the heating and hot water charge.

The council needs to renew the contract under which it buys the electricity used to power these services but because the agreement is for more than one year, the consultation regulations state that we must serve two consultation notices allowing a 30-day consultation period at each stage with details of the anticipated cost.

The Tribunal has previously granted the Council dispensation and the Council entered into a framework agreement for the supply of gas and electricity. The current framework term for both Gas and Electricity flexible arrangements ends on the 30<sup>th</sup> September 2024 and must be renewed for the period 1<sup>st</sup> October 2024 to 30 September 2028.

The price of electricity is volatile, and prices change on a daily basis so any notice that the council serves would be invalid as the prices would have changed after the letter has been sent.

Therefore, this application has been made asking the tribunal for permission to dispense with the consultation requirements in respect of only this contract which would enable the council to renew the agreement that it is already party to and continue purchasing electricity (and gas for only properties in the Borough which benefit from a communal boiler system) as it does now.

Please Note:

- If you have a general query not related to this application, please contact the council switchboard on 0208 8871 6000 or by email to [hms@richmondandwandsworth.gov.uk](mailto:hms@richmondandwandsworth.gov.uk)

Yours sincerely



**Mr James Clarke**  
Consultation Officer

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 15 August 2024 10:35  
**To:** James Clarke  
**Subject:** -  
**Attachments:** dispensation\_application\_form.pdf; directions\_gas\_and\_electricity.pdf; previous\_directions\_gas\_and\_electricity.pdf; witness\_statement\_of\_jamila\_atta.pdf

Official

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**From:** James Clarke  
**Sent:** Thursday, August 15, 2024 10:34 AM  
**To:** [REDACTED]  
**Subject:** RE: Application to First Tier Tribunal Property Chamber for Dispensation of s20 consultation requirements

Dear [REDACTED]

Thank you for your email dated 13 August 2024, following receipt of the letter dated 12 August 2024 in relation to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

As requested, please find the relevant documentation attached to this email.

Should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Tuesday, August 13, 2024 6:05 PM  
**To:** James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>  
**Subject:** Application to First Tier Tribunal Property Chamber for Dispensation of s20 consultation requirements

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear [REDACTED]

I have received your letter dated 12th August in respect of above and cordially request that an electronic copy of the Application, supporting documents, Directions and amended directions be emailed to me at this address.

I look forward to receiving these from you at your earliest convenience to enable me to fully absorb details relating to this prior to the deadline to respond to the application which i believe is 4th September 2024

Kind regards

[REDACTED]

# Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

**It is important that you read the notes below carefully before you complete this form.**

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

**A fee is payable for this application (see section 13 for Help with Fees).**

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

**If you want to be sent online banking payment details by email, please tick this box**

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

**Please do not send any other documents.** When further evidence is needed, you will be asked to send it in separately.

**If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.**



If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

**1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)**

Name:

Capacity:

Address (including postcode):

Address for correspondence (if different from above):

DX: 161030 Morden 3

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any)

Address (including postcode):

DX: 161030 Morden 3

Telephone:

Day:  Mobile:

Email address:  Fax:

**2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)**

13,9656 leaseholders are affected by the electricity contract; and

668 leaseholders are affected by the gas contract.

A list of the relevant addresses is attached. Included with the application are five sample leases which are a variation of each of the different lease types for the leaseholders affected by this application.

#### 4. BRIEF DESCRIPTION OF BUILDING (*e.g.2 bedroom flat in purpose built block of 12 flats*)

Various types of properties across the Borough including flats and maisonettes in tower blocks and low rise blocks and some houses. The properties range in size from studio flats to 5 bedroom units.

3. **DETAILS OF RESPONDENT (S)** the person against whom an applicant seeks determination from the tribunal – this will only be the landlord’s managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name:

Capacity:

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**Note:** If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

5. **DETAILS OF LANDLORD** (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)**

Name of Secretary

There are no RTAs complying with Section 29 of the Landlord and Tenant Act 1985

Address (including postcode):

Telephone:

Day:

Evening:

Mobile:

Email address:

Fax:

**7. DISPENSATION SOUGHT**

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?

 Yes  No

If Yes, have the works started/been carried out?

 Yes  No

Does the application concern a qualifying long-term agreement?

 Yes  No

If Yes, has the agreement already been entered into?

 Yes  No

For each set of qualifying works and/or qualifying long-term agreements please

complete one of the sheets of paper entitled ' **GROUNDS FOR SEEKING DISPENSATION** '**8. OTHER APPLICATIONS**

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

 Yes  No

If Yes, please give details

In 2009/2010, 2012, 2016 and 2020 the Applicant made dispensation applications when they entered into the Framework Agreement which is the subject of this application. Copies of the Tribunal's decisions relating to these applications - LON/00BJ/LOC/2009/0021, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0081 LON/00BJ/LDC/2016/0051 -LON/00AH/LVT/2020/0001

**9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?**

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.  Yes  No

**Note:** Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

### 10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.  Fast Track  Standard Track

Is there any special reason for urgency in this case?  Yes  No

If Yes, please explain how urgent it is and why:

The contracts, which are the subject of this Application, must be renewed by 1 October 2024. The Application must be determined as soon as possible to allow the Council to place the contracts in time.

In view of the number of leaseholders the Council requests a period of no less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Council's website providers to make the necessary arrangements and for all of the letters to be printed and posted.

**Note**

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

### 11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

N/A

### 12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

NONE

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

### 13. CHECKLIST

**Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:**

A copy of the lease(s).

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

**EITHER**

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

**OR**

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

**DO NOT send cash under any circumstances. Cash payment will not be accepted.**

**Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.**

**Help with Fees**

If you think you may be entitled to a reduced fee, the guide EX160A ‘Apply for help with court, tribunal and probate fees’ outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at [www.gov.uk/help-with-court-fees](http://www.gov.uk/help-with-court-fees) or by completing the form EX160 ‘Apply for help with fees’. You can get a copy of the ‘Apply for help with fees’ form online at [www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees](http://www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees) or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 “Apply for Help with Fees” it must be included with your application.

The ‘Apply for help with fees’ form will not be copied to other parties

**14. STATEMENT OF TRUTH**

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed:

*John Scarborough*

Dated: 14 June 2024

**GROUNDS FOR SEEKING DISPENSATION**

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The Applicant is seeking further dispensation from the consultation requirements of Section 20 of the Landlord and Tenant Act 1985 which apply to the procurement of energy contracts for gas and electricity. The Council is already part of a Framework Agreement to supply gas and electricity. The gas and electricity contracts are due to renewed in October 2024 and the dispenstations already given by the Tribunal in June 2009, June 2010, August 2012 August 2016 and July 2020 would need to be extended to allow the same to continue. The Applicant will continue to be a partner in the Framework Agreement which has been developed by Local Authority South East Region (LASER). In its latest determination (LON/00AH/LVT/2020/0001) the FTT concluded that it was not practical to require the Applicant to strictly comply with the consultation requirements and that the framework represented sufficient value to service users to make dispensation reasonable.

2. Describe the consultation that has been carried out or is proposed to be carried out.

As with previous dispensation applications, the Applicant will endeavour to address any questions or concerns raised by Respondents within the FTT process and will continue to respond thereafter as part of its tenant engagement processes in any event.

3. Explain why you seek dispensation of all or any of the consultation requirements.

The Applicant seeks a total dispensation of the consultation requirements imposed by Section 20 of the Landlord and Tenant Act 1985 (as amended). Given that the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only.

In order to obtain the best electricity and gas prices for its residents, the Applicant needs to be able to act within three hours. In the circumstances, it is impracticable and impossible for the Applicant to comply with the consultation requirements imposed by the Act, which would have the perverse effect of preventing residents from getting the best possible deal for energy supply.

Please see the attached Witness Statement of herein.

## ANNEX: Addresses of Tribunal Regional Offices

### NORTHERN REGION

HM Courts & Tribunals Service

**Telephone:** 01612 379491

**Fax:** 01264 785 128



First-tier Tribunal (Property Chamber) Residential  
Property, 1<sup>st</sup> Floor, Piccadilly Exchange,  
Piccadilly Plaza, Manchester M1 4AH

**Email address:** [RPNorthern@justice.gov.uk](mailto:RPNorthern@justice.gov.uk)

**This office covers the following Metropolitan districts:** Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

**It also covers the following unitary authorities:** Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

**It also covers the following Counties:** Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

### MIDLAND REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Centre City Tower, 5-7 Hill Street,  
Birmingham, B5 4UU

**Telephone:** 0121 600 7888

**Fax:** 01264 785 122

**Email address:** [RPMidland@justice.gov.uk](mailto:RPMidland@justice.gov.uk)

**This office covers the following Metropolitan districts:** Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

**It also covers the following unitary authorities:** Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

**It also covers the following Counties:** Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

### EASTERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Cambridge County Court, 197 East Road  
Cambridge, CB1 1BA

**Telephone:** 01223 841 524

**Fax:** 01264 785 129

**Email address:** [RPEastern@justice.gov.uk](mailto:RPEastern@justice.gov.uk)

DX 97650 Cambridge 3

**This office covers the following unitary authorities:** Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

**It also covers the following Counties:** Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

### SOUTHERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Havant Justice Centre, The Court House,  
Elmleigh Road, Havant, Hants, PO9 2AL

**Telephone:** 01243 779 394

**Fax:** 0870 7395 900

**Email address:** [RPSouthern@justice.gov.uk](mailto:RPSouthern@justice.gov.uk)

**This office covers the following unitary authorities:** Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

**It also covers the following Counties:** Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

**LONDON REGION**

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, 10 Alfred Place, London WC1E 7LR

DX 134205 Tottenham Court Road 2

**This office covers all the London boroughs.**

**Telephone:** 020 7446 7700

**Fax:** 01264 785 060

**Email address:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/00BJ/LDC/2024/0174**

**Properties** : **Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth**

**Applicant** : **The Mayor and Burgesses of the London Borough of Wandsworth**

**Representative** : **The South London Legal Partnership (Ref: L/AGB/2616/25688)**

**Respondents** : **Various Leaseholders affected by electricity contract, London Borough of Wandsworth**

**Type of application** : **To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services**

**Legal Officer** : **Emmanuel Okolo**

**Date of directions** : **17 July 2024**

**Amended directions** : **Judge B MacQueen  
1 August 2024**

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the

same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**
- (F) The Tribunal made directions on 17 July 2024 listing the matter for determination during the seven days commencing 21 October 2024, based on the documents submitted to the Tribunal, unless any party requested an oral hearing. On 29 July 2024, the Tribunal received a request from the Applicant for the date the Tribunal makes its determination to be before 30

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<sup>1</sup> See the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)

September 2024. This is because they say that the current framework agreement comes to an end on 30 September 2024 and so unless the decision is made before that date the Applicant will have to seek retrospective dispensation.

- (G) The Tribunal has considered this request and whilst it is not prepared to amend the directions to shorten the time that leaseholders who oppose the application have to reply, the Tribunal is prepared to shorten the time that the Applicant has to prepare its final bundle and so enabling the date of determination to be brought forward to the week of 23 September 2024.
- (H) In making these amended directions (shown below in red), the Tribunal is satisfied that there is no prejudice to the Respondents as the amended directions have no impact on the time afforded to them to make representations to the Tribunal.

### **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:
  - Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions and amended directions of 1 August 2024 will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions and amended directions dated 1 August 2024 they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 23 October 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.

2. Those leaseholders who oppose the application must by **18 September 2024**:
  - Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **20 September 2024**:
  - Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;
  - Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
  - Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

### **Decision**

4. The tribunal will decide the application during the seven days commencing **23 September 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on a **date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.

- A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
- Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
- Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
- **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
  - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal's case officer.**
  - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:
    - (a) the matters set out in paragraph 7 of the Guidance Note, **and**
    - (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

## Applications

9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

### **Non-Compliance with Directions**

10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”).
11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)  
Judge Bernadette MacQueen

**Date:** 17 July 2024  
1 August 2024

**Attached: Reply Form for Leaseholders**



<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/00BJ/LDC/2024/0174**

**Properties** : **Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth**

**Applicant** : **The Mayor and Burgesses of the London Borough of Wandsworth**

**Representative** : **The South London Legal Partnership (Ref: L/AGB/2616/25688)**

**Respondents** : **Various Leaseholders affected by electricity contract, London Borough of Wandsworth**

**Type of application** : **To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services**

**Legal Officer** : **Emmanuel Okolo**

**Date of directions** : **17 July 2024**

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**

### **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:

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<sup>1</sup> See the **Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)**

- Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 29 November 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.
2. Those leaseholders who oppose the application must by **18 September 2024**:
- Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **09 October 2024**:
- Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;

- Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
- Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

## Decision

4. The tribunal will decide the application during the seven days commencing **21 October 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on **a date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.
  - A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
  - Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
  - Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
  - **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
    - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal's case officer**.
    - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:

- (a) the matters set out in paragraph 7 of the Guidance Note, **and**
- (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

- 7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
- 8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

### **Applications**

- 9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

### **Non-Compliance with Directions**

- 10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").
- 11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)

**Date:** 17 July 2024

### **Attached: Reply Form for Leaseholders**

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**

**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,966 PROPERTIES

Respondents

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WITNESS STATEMENT OF JAMILA ATTA

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1. My name is Jamila Atta. I am employed by the Applicant, the London Borough of Wandsworth. My business address is the Town Hall, Wandsworth High Street, Wandsworth, London, SW18 2PU
2. I am the Energy and Sustainability Manager within the Property Services Team which is part of the Applicant's Housing and Regeneration Directorate. I report to Adele Casey who is the Head of the Facilities Management. My responsibilities include managing the Applicant's energy contracts. I am authorised to make this witness statement on behalf of the Applicant.
3. There is now produced and shown to me marked **JA1** a paginated bundle of documents to which I shall refer in this witness statement. This statement has been prepared based on information provided by email correspondence and over the telephone. I have read the contents, made necessary amendments and confirm the content is accurate.
4. I make this witness statement in support of the Applicant's application for a further dispensation with consultation requirements in relation to electricity and gas contracts which the Applicant wishes to place. The applications relating to gas are for dispensation of the consultation requirements contained in Section 20 of the Landlord and Tenant Act 1985. In the context of the Respondents' properties, gas is used for communal heating and hot water supplies. The application in respect of electricity is also for dispensation of the consultation requirements in Section 20 of the Landlord and Tenant Act 1985, in relation to electricity supplied as part of service charges and re-charged to leaseholders. The basis for the application is substantially the same as those that have been made previously by the Applicant.
5. The Applicant has made five previous applications to the Tribunal for dispensation relating to these contracts as follows:-
  - Application dated 16<sup>th</sup> March 2009 (for gas) decision 2<sup>nd</sup> June 2009
  - Application dated 9<sup>th</sup> February 2010 (for electricity) decision 16<sup>th</sup> June 2010
  - Application dated 31<sup>st</sup> May 2012 (for electricity and gas) decision 22<sup>nd</sup> August 2012
  - Application dated 7<sup>th</sup> September 2016 (for electricity and gas) decision 7<sup>th</sup> September 2016



- Application dated 1<sup>st</sup> April 2020 (for electricity and gas) decision 30<sup>th</sup> July 2020
6. Having considered reasonableness afresh on every occasion, the Tribunal granted the Applicant dispensation in each case and the Applicant entered into a Framework Agreement for the supply of gas and electricity as a result of the same. Copies of the decisions in these applications under references LON/00BJ/LDC/2009-2012, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0061 LON/00BJ/LDC/2016/0051 and LON/00AH/LVT/2020/001 are exhibited at **pages 1 to 42 of “JA1”**.
  7. The 1985 Act requires landlords to consult with leaseholders before entering into a qualifying long-term agreement of more than 12 months. If the consultation requirements are not satisfied, then the landlord’s ability to recover contributions from the leaseholders will be restricted unless the Tribunal makes an order dispensing with the consultation requirements.
  8. Fuel contracts fall under the definition of a “*qualifying long term agreement*” within the 1985 Act where they exceed 1 year and the contribution from any one leaseholder might exceed £100 per year. As the Tribunal will be aware, given the increasing cost of energy, any contract into which the Applicant entered would exceed this threshold.
  9. In 2015, the Office of Government Commerce, (which later became part of the Efficiency and Reform Group within the Cabinet Office), recommended that all Public Sector bodies buy energy through a central purchasing body (CPB) which would offer a flexible, risk managed framework, managed by experts to improve the way the Public Sector purchases energy.
  10. The Applicant has selected LASER (owned by Kent County Council) as the preferred CPB for the 2024-28 contract. LASER work with over 200 public bodies in the UK, collectively purchasing on average £1.5 billion of gas, electricity and water annually on behalf of around 85,000 end users. As energy markets and customer requirements evolve, LASER continues to develop and introduce services that help the public sector to manage costs, reduce carbon and meet evolving legislative requirements. LASER provides the aggregated, flexible, and risk-managed approach recommended by Government, and expertise in energy-buying for local authorities.
  11. The current Framework Agreement for both the gas and electricity contracts expires on 30 September 2024 and must be renewed for the period from 1 October 2024 to 30 September 2028. As such, the Applicant is required to make a further application for dispensation from the requirements of Section 20 of the Landlord and Tenant Act 1985 (“the 1985 Act”). The renewal consists of an Access Agreement with the Central Purchasing Body and Call-Off contracts with the Suppliers. The Applicant has considered the costs incurred under LASER and remains firmly of the view that the purchasing power under the framework agreement provides the best value for the thousands of clients that the Applicant serves.
  12. Since the last contract renewal was agreed in 2020, wholesale utilities market prices have increased significantly. Prices have peaked over 150% higher than they were before 2020, with the combination of strong natural gas and carbon prices continuing to support these unprecedented increases. Whilst the short-term view from our analysis is for electricity and gas prices to continue softening in April 2023, a recent report from KPMG’s Chief Economist released a warning about energy costs remaining elevated for the next 5 to 10 years due to the added costs of transitioning to net zero. This will be due to factors such as grid balancing and storage risks, declining North Sea production, demand/competition from/with EU/China around

LNG and the continued reliance on Combined Cycle Gas Turbine / CCGT generation for UK's power.

13. Under the current contracts with the Applicant, LASER uses a "Purchase in Advance" model to procure gas and electricity meaning that energy is purchased in large blocks up to 12 months in advance; this increases certainty in energy pricing and reduces the risk and impact of recent extreme volatility of the energy markets on consumers. As a result of procuring energy through the Applicant's chosen framework, the Applicant expects to pay lower unit costs for gas and electricity than compared with national average energy costs.
14. Under the purchase in advance framework agreement, energy is bought over a period of time, before the start of the annual period. As such, the price is fixed for the year and not subject to percentage increases at minimal notice as applicable to the domestic market. The Applicant takes the view that price certainty is in the interests of all of the Respondents and is a significant factor in the reasonableness of the grant of dispensation.
15. To keep the forward purchasing window of aggregated quantities intact, participating organisations have been required to commit to the next four-year term, to enable energy to be procured into future years. The requirement to purchase aggregated volumes immediately, when the market is seen as offering value, means that it is not possible to comply with statutory requirements within the time scale. Accordingly, the applicant is making this application to the Tribunal to dispense with the consultation requirements in relation to particular energy contracts. The Tribunal has the power to dispense with all or any of the consultation requirements, if satisfied that it is reasonable to do so. The Applicant respectfully maintains that it remains reasonable to dispense with the consultation requirements under s.20.

#### **Gas Supply for Communal Heating and Hot Water Supplies**

15. There are 668 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of heating and hot water from a communal boiler system. The cost of gas used by these bodies/parties forms part of the heating and hot water charge.
16. Procurement of the Applicant's gas supplies was assigned to Purchase In Advance flexible framework contracts on 1st October 2009. The current flexible supplier is Total Gas and Power who is also the proposed supplier from October 2024.

#### **Electricity**

17. There are 13,968 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of electricity through their service charges.
18. Similar to the provision of gas, all electricity contracts aligned with the 1 October 2009 flexible framework entry date were assigned to Purchase in Advance agreements at that time. The current flexible supplier is NPower who it is proposed will continue to be the supplier from October 2024.

#### **Performance**

19. The Applicant has been a part of the framework agreement since 1 October 2009 and the agreement has been found to be very effective in mitigating the effects of a changeable energy market. Historically, price benchmarking has proved very difficult due to commercial confidentiality, but the table below demonstrates the contract performance against market average prices. While I am unable to comment as an independent expert in the field, I am of the view from my experience and the information set out, below, that the framework agreement

has been a significant benefit to persons in the Respondents' position. Further the dispensation with consultation requirements on such a huge scale has itself resulted in savings to tenants.

### Electricity Prices

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	14.9847	18.73259929	-20%
Oct 22-Sep 23	28.5106	54.86605505	-48%
Oct 23-Sep 24	29.7435	27.73107031	7%

In terms of electricity, over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 20% lower than the market average.

### Gas Prices

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	2.0719	5.427383388	-62%
Oct 22-Sep 23	8.6120	18.03816877	-52%
Oct 23-Sep 24	7.4316	8.412954327	-12%

When looking into gas prices, we see significant benefits through LASER's framework. Over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 42% lower than the market average.

20. Between 2020 – 2024 LASER's flexible frameworks have reduced the applicant's total energy spend by £5.3m per annum on an expenditure of approx. £7.8m for electricity and £3.9m for gas.

This confirms:

<b>LASER's current flexible frameworks have achieved significant cost avoidance for London Borough of Wandsworth:</b>	<b>Avoided Cost £/pa</b>
LASER's purchasing performance - the prices achieved by LASER since the commencement of the framework are lower than the average market prices over this period.	£4.8m
Lower Supplier Management Fees - reduced fees from your gas and electricity suppliers compared to buying as a stand-alone customer.	£387.2k
Shaping Benefits - aggregating the volumes of multiple customers flattens the overall usage profile, allowing our traders to purchase at a lower price.	£39.3k
Entire Market Pricing - when LASER submits a bid to buy a block of energy, our suppliers are compelled to put this bid into the open market. This means we receive the lowest price anyone in the entire market is prepared to offer.	£19.3k
Flexibility of Trading - our large energy purchase volumes mean we can buy larger blocks of energy over the market, which come at a discount to buying smaller blocks of energy.	£7.5k

Volume Tolerance - LASER's volume tolerances apply at the aggregated customer level (rather than individual customer level) minimising the risk of load variance penalties. As an example, no penalties were incurred for reduced usage during Covid.	£3.3k
Transparency of pricing – LASER validates supplier’s flexible prices and corrects any errors prior to opening bills being issued for each pricing period.	£72.6k

**Consultation**

22. The Applicant is aware that it is required to give notice of its intention to make such an application to the Tribunal, to affected leaseholders.
23. 13,968 leaseholders will be affected by this application, and the Applicant requests the consultation for the current application to be by way of a single page letter as the previous dispensation sought in 2020 which is sent to all leaseholders
  - setting out details of the application; and
  - informing them that a copy of the application with all the relevant documents is available on the Applicant’s website; and
  - informing the leaseholders that directions have been made by the Tribunal that have been published on the Applicant’s website; and
  - providing that any leaseholder may respond to the application with copies of their response also being sent to the Applicant; and
  - advising leaseholders that copies of the application documents can be provided to them on request either in electronic format or as hard copies; and
  - providing contact details (telephone and email) in the event that any leaseholder wishes to speak to an officer of the Applicant or make any comments.

In the event that the Tribunal continues its previously-approved practice and gives directions for the conduct of this application without the need for a hearing, I would respectfully request that the Applicant is given a period of not less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Applicant’s website providers to make the necessary arrangements.

27. Under the framework agreement with LASER for the pricing period 1 October 2020 to 30 September 2024, the average unit rate cost p/kWh for gas to the Applicant’s entire estate is 4.8643 p/kWh. During this pricing period, the customer rebate is between 0.034 p/kWh and 0.085 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is either £139.52 or £239.67 per supply annually. These charges differ because different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

The cost for electricity over the same pricing period -1 October 2020 to 30 September 2024- averages at 20.1924 p/kWh. During this pricing period, the customer rebate is between 0.085 and 0.115 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is between £71.71 and £576.55 per supply annually. These charges differ because

different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

28. The average unit rate costs set out above have been provided by LASER's energy bureau services. The customer rebate payable to the Applicant have been obtained from yearly pricing documents sent to the Applicant by LASER during the start of each contractual year, i.e. October of each year. The fee payable by the applicant is obtained from the access agreement set between the Applicant and LASER during the 2020 – 2024 pricing period. For reasons of confidentiality and data protection, copies of the spreadsheets are not exhibited to this witness statement but will be made available for the Tribunal's inspection, if required. The Tribunal may, in any event, consider that the relative cost of energy supply to non-comparable service-users is not relevant to the exercise of its discretion in this application.
29. The fees paid by the Applicant or payments received by the Applicant in respect of the energy supplies are as in paragraphs 27 and 28.
30. The London Public Sector Centre of Expertise, the London Energy Project ("LEP"), which was a public sector shared intelligent service of authorities that manage energy category development and supplier relationships previously carried out a value for money assessment of LASER in a report prepared for the authorities in December 2015. In this report LASER is rated as "good" for electricity and "effective" for gas prices. One of the report's key findings is that *"aggregated, flexible, risk managed (Flex) procurement was effective in controlling commodity costs and continues to be the most appropriate price risk management strategy currently available"*. The LEP also went on to state that fixed term, fixed price contracts (which were used by the Applicant prior to entering into the purchase in advance flexible framework with LASER) were not effective in controlling costs and present a medium financial risk.

Statement of Truth

I believe that the facts stated in this Witness Statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed j ‘ Ń ģ ‘ ê ‘

Dated 12<sup>th</sup> June 2024

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**

**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,968 PROPERTIES

Respondents

\_\_\_\_\_

EXHIBIT JA1 TO WITNESS STATEMENT OF JAMILA ATTA

\_\_\_\_\_

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 28 August 2024 15:46  
**To:** [REDACTED]  
**Subject:** RE: Case ref: LON/00BJ/LDC/2024/0174

Dear [REDACTED]

Thank you for your email following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a consultation process with leaseholders as per Section 20 requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to quickly re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available and also providing security in this regard over the long-term. Some residents in the borough will still benefit from a communal heating system and as such, we were required to include this within the letter, however if your block does not have this system it is only the electricity supply that applies to your particular block, and as per the above I wish to confirm that this involves no physical works at all.

In addition, for records purposes if I could please ask for details of your leasehold address as I am required to keep a record of any responses we receive – thank you in advance.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Tuesday, August 27, 2024 9:02 PM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** Case ref: LON/00BJ/LDC/2024/0174

You don't often get email from [REDACTED] [Learn why this is important](#)

Good Morning

I am contacting you regarding the stage 1 of the section 20 notice which I have received.

Please confirm that you will not be installing the following:

- A communal heating system?
- A door entry system
- What gas is supplied to the building?

Am I correct that this notice is simply to advise us that you are entering into a new contract for the electricity which is supplied to the building.

I await for your response.

Thanks

[REDACTED]

[Sent from Yahoo Mail for iPhone](#)



**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 15 August 2024 10:34  
**To:** [REDACTED]  
**Subject:** RE: Application  
**Attachments:** dispensation\_application\_form.pdf; directions\_gas\_and\_electricity.pdf; previous\_directions\_gas\_and\_electricity.pdf; witness\_statement\_of\_jamila\_atta.pdf

Dear [REDACTED],

Thank you for your email dated 14 August 2024, following receipt of the letter dated 12 August 2024 in relation to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

As requested, please find the relevant documentation attached to this email.

Should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
James.Clarke@richmondandwandsworth.gov.uk  
[https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing\\_\\_;!!MOeJA3Fs6wML0Q!AeoSH6UvZAI EJProa-ACugtcyc78GX\\_mE2prGyCOeUcm\\_69gY\\_JQsi-ftsY8V\\_\\_OEVp98O1SozDh79HXzhlHgigqKcrrzdW2Wmmtb9xpuEapTO-FSkOdSFI\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing__;!!MOeJA3Fs6wML0Q!AeoSH6UvZAI EJProa-ACugtcyc78GX_mE2prGyCOeUcm_69gY_JQsi-ftsY8V__OEVp98O1SozDh79HXzhlHgigqKcrrzdW2Wmmtb9xpuEapTO-FSkOdSFI$)

-----Original Message-----

**From:** [REDACTED]  
**Sent:** Wednesday, August 14, 2024 11:04 AM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** Application

[You don't often get email from [REDACTED]. Learn why this is important at [https://urldefense.com/v3/\\_\\_https://aka.ms/LearnAboutSenderIdentification\\_\\_;!!MOeJA3Fs6wML0Q!AeoSH6UvZAI EJProa-ACugtcyc78GX\\_mE2prGyCOeUcm\\_69gY\\_JQsi-ftsY8V\\_\\_OEVp98O1SozDh79HXzhlHgigqKcrrzdW2Wmmtb9xpuEapTO-FU02MFME\\$](https://urldefense.com/v3/__https://aka.ms/LearnAboutSenderIdentification__;!!MOeJA3Fs6wML0Q!AeoSH6UvZAI EJProa-ACugtcyc78GX_mE2prGyCOeUcm_69gY_JQsi-ftsY8V__OEVp98O1SozDh79HXzhlHgigqKcrrzdW2Wmmtb9xpuEapTO-FU02MFME$) ]

> I am the leaseholder of [REDACTED] and  
> would like a hard copy of Wandsworth Council Application for  
> dispensation of consultation requirements Are the same documents  
> applicable to both properties Thank you [REDACTED]

First-tier Tribunal Property Chamber  
(Residential Property)

Ref no. (for office use only)

## Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

**It is important that you read the notes below carefully before you complete this form.**

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

**A fee is payable for this application (see section 13 for Help with Fees).**

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

**If you want to be sent online banking payment details by email, please tick this box**

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

**Please do not send any other documents.** When further evidence is needed, you will be asked to send it in separately.

**If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.**

If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

**1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)**

Name:

Capacity:

Address (including postcode):

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:

Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any)

Address (including postcode):

Telephone:

Day:  Mobile:

Email address:

Fax:

**2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)**

13,9656 leaseholders are affected by the electricity contract; and

668 leaseholders are affected by the gas contract.

A list of the relevant addresses is attached. Included with the application are five sample leases which are a variation of each of the different lease types for the leaseholders affected by this application.

#### 4. BRIEF DESCRIPTION OF BUILDING (*e.g.2 bedroom flat in purpose built block of 12 flats*)

Various types of properties across the Borough including flats and maisonettes in tower blocks and low rise blocks and some houses. The properties range in size from studio flats to 5 bedroom units.

3. **DETAILS OF RESPONDENT (S)** the person against whom an applicant seeks determination from the tribunal – this will only be the landlord’s managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name:

Capacity:

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**Note:** If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

5. **DETAILS OF LANDLORD** (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)**

Name of Secretary

There are no RTAs complying with Section 29 of the Landlord and Tenant Act 1985

Address (including postcode):

[Empty text box for address]

Telephone:

Day:

[Empty text box for Day telephone number]

Evening:

[Empty text box for Evening telephone number]

Mobile:

[Empty text box for Mobile telephone number]

Email address:

[Empty text box for Email address]

Fax:

[Empty text box for Fax number]

**7. DISPENSATION SOUGHT**

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?

Yes  No

If Yes, have the works started/been carried out?

Yes  No

Does the application concern a qualifying long-term agreement?

Yes  No

If Yes, has the agreement already been entered into?

Yes  No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled ' **GROUNDS FOR SEEKING DISPENSATION** '

**8. OTHER APPLICATIONS**

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

Yes  No

If Yes, please give details

In 2009/2010, 2012,2016 and 2020 the Applicant made dispensation applications when they entered into the Framework Agreement which is the subject of this application. Copies of the Tribunal's decisions relating to these applications - LON/00BJ/LOC/2009/0021, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0081 LON/00BJ/LDC/2016/0051 -LON/00AH/LVT/2020/0001

**9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?**

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.  Yes  No

**Note:** Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

**10. TRACK PREFERENCES**

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.  Fast Track  Standard Track

Is there any special reason for urgency in this case?  Yes  No

If Yes, please explain how urgent it is and why:

The contracts, which are the subject of this Application, must be renewed by 1 October 2024. The Application must be determined as soon as possible to allow the Council to place the contracts in time.

In view of the number of leaseholders the Council requests a period of no less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Council's website providers to make the necessary arrangements and for all of the letters to be printed and posted.

**Note**

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

**11. AVAILABILITY**

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

N/A

**12. VENUE REQUIREMENTS**

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

NONE

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

### 13. CHECKLIST

**Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:**

A copy of the lease(s).

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

**EITHER**

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

**OR**

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

**DO NOT send cash under any circumstances. Cash payment will not be accepted.**

**Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.**

**Help with Fees**

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at [www.gov.uk/help-with-court-fees](http://www.gov.uk/help-with-court-fees) or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at [www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees](http://www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees) or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

The 'Apply for help with fees' form will not be copied to other parties



**14. STATEMENT OF TRUTH**

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed:

*John Scarborough*

Dated: 14 June 2024

**GROUNDS FOR SEEKING DISPENSATION**

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The Applicant is seeking further dispensation from the consultation requirements of Section 20 of the Landlord and Tenant Act 1985 which apply to the procurement of energy contracts for gas and electricity. The Council is already part of a Framework Agreement to supply gas and electricity. The gas and electricity contracts are due to renewed in October 2024 and the dispenstations already given by the Tribunal in June 2009, June 2010, August 2012 August 2016 and July 2020 would need to be extended to allow the same to continue. The Applicant will continue to be a partner in the Framework Agreement which has been developed by Local Authority South East Region (LASER). In its latest determination (LON/00AH/LVT/2020/0001) the FTT concluded that it was not practical to require the Applicant to strictly comply with the consultation requirements and that the framework represented sufficient value to service users to make dispensation reasonable.

2. Describe the consultation that has been carried out or is proposed to be carried out.

As with previous dispensation applications, the Applicant will endeavour to address any questions or concerns raised by Respondents within the FTT process and will continue to respond thereafter as part of its tenant engagement processes in any event.

3. Explain why you seek dispensation of all or any of the consultation requirements.

The Applicant seeks a total dispensation of the consultation requirements imposed by Section 20 of the Landlord and Tenant Act 1985 (as amended). Given that the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only.

In order to obtain the best electricity and gas prices for its residents, the Applicant needs to be able to act within three hours. In the circumstances, it is impracticable and impossible for the Applicant to comply with the consultation requirements imposed by the Act, which would have the perverse effect of preventing residents from getting the best possible deal for energy supply.

Please see the attached Witness Statement of herein.

## ANNEX: Addresses of Tribunal Regional Offices

### NORTHERN REGION

HM Courts & Tribunals Service

**Telephone:** 01612 379491

**Fax:** 01264 785 128

First-tier Tribunal (Property Chamber) Residential  
Property, 1<sup>st</sup> Floor, Piccadilly Exchange,  
Piccadilly Plaza, Manchester M1 4AH

**Email address:** [RPNorthern@justice.gov.uk](mailto:RPNorthern@justice.gov.uk)

**This office covers the following Metropolitan districts:** Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

**It also covers the following unitary authorities:** Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

**It also covers the following Counties:** Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

### MIDLAND REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Centre City Tower, 5-7 Hill Street,  
Birmingham, B5 4UU

**Telephone:** 0121 600 7888

**Fax:** 01264 785 122

**Email address:** [RPMidland@justice.gov.uk](mailto:RPMidland@justice.gov.uk)

**This office covers the following Metropolitan districts:** Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

**It also covers the following unitary authorities:** Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

**It also covers the following Counties:** Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

### EASTERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Cambridge County Court, 197 East Road  
Cambridge, CB1 1BA

**Telephone:** 01223 841 524

**Fax:** 01264 785 129

**Email address:** [RPEastern@justice.gov.uk](mailto:RPEastern@justice.gov.uk)

DX 97650 Cambridge 3

**This office covers the following unitary authorities:** Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

**It also covers the following Counties:** Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

### SOUTHERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Havant Justice Centre, The Court House,  
Elmleigh Road, Havant, Hants, PO9 2AL

**Telephone:** 01243 779 394

**Fax:** 0870 7395 900

**Email address:** [RPSouthern@justice.gov.uk](mailto:RPSouthern@justice.gov.uk)

**This office covers the following unitary authorities:** Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

**It also covers the following Counties:** Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

**LONDON REGION**

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, 10 Alfred Place, London WC1E 7LR

DX 134205 Tottenham Court Road 2

**This office covers all the London boroughs.**

**Telephone:** 020 7446 7700

**Fax:** 01264 785 060

**Email address:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/00BJ/LDC/2024/0174**

**Properties** : **Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth**

**Applicant** : **The Mayor and Burgesses of the London Borough of Wandsworth**

**Representative** : **The South London Legal Partnership (Ref: L/AGB/2616/25688)**

**Respondents** : **Various Leaseholders affected by electricity contract, London Borough of Wandsworth**

**Type of application** : **To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services**

**Legal Officer** : **Emmanuel Okolo**

**Date of directions** : **17 July 2024**

**Amended directions** : **Judge B MacQueen  
1 August 2024**

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the

same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**
- (F) The Tribunal made directions on 17 July 2024 listing the matter for determination during the seven days commencing 21 October 2024, based on the documents submitted to the Tribunal, unless any party requested an oral hearing. On 29 July 2024, the Tribunal received a request from the Applicant for the date the Tribunal makes its determination to be before 30

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<sup>1</sup> See the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)

September 2024. This is because they say that the current framework agreement comes to an end on 30 September 2024 and so unless the decision is made before that date the Applicant will have to seek retrospective dispensation.

- (G) The Tribunal has considered this request and whilst it is not prepared to amend the directions to shorten the time that leaseholders who oppose the application have to reply, the Tribunal is prepared to shorten the time that the Applicant has to prepare its final bundle and so enabling the date of determination to be brought forward to the week of 23 September 2024.
- (H) In making these amended directions (shown below in red), the Tribunal is satisfied that there is no prejudice to the Respondents as the amended directions have no impact on the time afforded to them to make representations to the Tribunal.

### **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:
  - Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions and amended directions of 1 August 2024 will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions and amended directions dated 1 August 2024 they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 23 October 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.

2. Those leaseholders who oppose the application must by **18 September 2024**:
  - Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **20 September 2024**:
  - Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;
  - Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
  - Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

### **Decision**

4. The tribunal will decide the application during the seven days commencing **23 September 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on a **date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.



- A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
- Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
- Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
- **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
  - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal's case officer.**
  - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:
    - (a) the matters set out in paragraph 7 of the Guidance Note, **and**
    - (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

## Applications

9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

### **Non-Compliance with Directions**

10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”).
11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)  
Judge Bernadette MacQueen

**Date:** 17 July 2024  
1 August 2024

**Attached: Reply Form for Leaseholders**

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/00BJ/LDC/2024/0174**

**Properties** : **Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth**

**Applicant** : **The Mayor and Burgesses of the London Borough of Wandsworth**

**Representative** : **The South London Legal Partnership (Ref: L/AGB/2616/25688)**

**Respondents** : **Various Leaseholders affected by electricity contract, London Borough of Wandsworth**

**Type of application** : **To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services**

**Legal Officer** : **Emmanuel Okolo**

**Date of directions** : **17 July 2024**

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**

### **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:

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<sup>1</sup> See the **Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)**

- Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 29 November 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.
2. Those leaseholders who oppose the application must by **18 September 2024**:
- Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **09 October 2024**:
- Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;

- Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
- Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

## Decision

4. The tribunal will decide the application during the seven days commencing **21 October 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on **a date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.
  - A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
  - Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
  - Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
  - **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
    - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal's case officer**.
    - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:

- (a) the matters set out in paragraph 7 of the Guidance Note, **and**
- (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

- 7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
- 8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

### **Applications**

- 9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

### **Non-Compliance with Directions**

- 10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").
- 11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)

**Date:** 17 July 2024

### **Attached: Reply Form for Leaseholders**

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>



<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**

**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,966 PROPERTIES

Respondents

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WITNESS STATEMENT OF JAMILA ATTA

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1. My name is Jamila Atta. I am employed by the Applicant, the London Borough of Wandsworth. My business address is the Town Hall, Wandsworth High Street, Wandsworth, London, SW18 2PU
2. I am the Energy and Sustainability Manager within the Property Services Team which is part of the Applicant's Housing and Regeneration Directorate. I report to Adele Casey who is the Head of the Facilities Management. My responsibilities include managing the Applicant's energy contracts. I am authorised to make this witness statement on behalf of the Applicant.
3. There is now produced and shown to me marked **JA1** a paginated bundle of documents to which I shall refer in this witness statement. This statement has been prepared based on information provided by email correspondence and over the telephone. I have read the contents, made necessary amendments and confirm the content is accurate.
4. I make this witness statement in support of the Applicant's application for a further dispensation with consultation requirements in relation to electricity and gas contracts which the Applicant wishes to place. The applications relating to gas are for dispensation of the consultation requirements contained in Section 20 of the Landlord and Tenant Act 1985. In the context of the Respondents' properties, gas is used for communal heating and hot water supplies. The application in respect of electricity is also for dispensation of the consultation requirements in Section 20 of the Landlord and Tenant Act 1985, in relation to electricity supplied as part of service charges and re-charged to leaseholders. The basis for the application is substantially the same as those that have been made previously by the Applicant.
5. The Applicant has made five previous applications to the Tribunal for dispensation relating to these contracts as follows:-
  - Application dated 16<sup>th</sup> March 2009 (for gas) decision 2<sup>nd</sup> June 2009
  - Application dated 9<sup>th</sup> February 2010 (for electricity) decision 16<sup>th</sup> June 2010
  - Application dated 31<sup>st</sup> May 2012 (for electricity and gas) decision 22<sup>nd</sup> August 2012
  - Application dated 7<sup>th</sup> September 2016 (for electricity and gas) decision 7<sup>th</sup> September 2016

- Application dated 1<sup>st</sup> April 2020 (for electricity and gas) decision 30<sup>th</sup> July 2020
6. Having considered reasonableness afresh on every occasion, the Tribunal granted the Applicant dispensation in each case and the Applicant entered into a Framework Agreement for the supply of gas and electricity as a result of the same. Copies of the decisions in these applications under references LON/00BJ/LDC/2009-2012, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0061 LON/00BJ/LDC/2016/0051 and LON/00AH/LVT/2020/001 are exhibited at **pages 1 to 42 of “JA1”**.
  7. The 1985 Act requires landlords to consult with leaseholders before entering into a qualifying long-term agreement of more than 12 months. If the consultation requirements are not satisfied, then the landlord’s ability to recover contributions from the leaseholders will be restricted unless the Tribunal makes an order dispensing with the consultation requirements.
  8. Fuel contracts fall under the definition of a “*qualifying long term agreement*” within the 1985 Act where they exceed 1 year and the contribution from any one leaseholder might exceed £100 per year. As the Tribunal will be aware, given the increasing cost of energy, any contract into which the Applicant entered would exceed this threshold.
  9. In 2015, the Office of Government Commerce, (which later became part of the Efficiency and Reform Group within the Cabinet Office), recommended that all Public Sector bodies buy energy through a central purchasing body (CPB) which would offer a flexible, risk managed framework, managed by experts to improve the way the Public Sector purchases energy.
  10. The Applicant has selected LASER (owned by Kent County Council) as the preferred CPB for the 2024-28 contract. LASER work with over 200 public bodies in the UK, collectively purchasing on average £1.5 billion of gas, electricity and water annually on behalf of around 85,000 end users. As energy markets and customer requirements evolve, LASER continues to develop and introduce services that help the public sector to manage costs, reduce carbon and meet evolving legislative requirements. LASER provides the aggregated, flexible, and risk-managed approach recommended by Government, and expertise in energy-buying for local authorities.
  11. The current Framework Agreement for both the gas and electricity contracts expires on 30 September 2024 and must be renewed for the period from 1 October 2024 to 30 September 2028. As such, the Applicant is required to make a further application for dispensation from the requirements of Section 20 of the Landlord and Tenant Act 1985 (“the 1985 Act”). The renewal consists of an Access Agreement with the Central Purchasing Body and Call-Off contracts with the Suppliers. The Applicant has considered the costs incurred under LASER and remains firmly of the view that the purchasing power under the framework agreement provides the best value for the thousands of clients that the Applicant serves.
  12. Since the last contract renewal was agreed in 2020, wholesale utilities market prices have increased significantly. Prices have peaked over 150% higher than they were before 2020, with the combination of strong natural gas and carbon prices continuing to support these unprecedented increases. Whilst the short-term view from our analysis is for electricity and gas prices to continue softening in April 2023, a recent report from KPMG’s Chief Economist released a warning about energy costs remaining elevated for the next 5 to 10 years due to the added costs of transitioning to net zero. This will be due to factors such as grid balancing and storage risks, declining North Sea production, demand/competition from/with EU/China around

LNG and the continued reliance on Combined Cycle Gas Turbine / CCGT generation for UK's power.

13. Under the current contracts with the Applicant, LASER uses a "Purchase in Advance" model to procure gas and electricity meaning that energy is purchased in large blocks up to 12 months in advance; this increases certainty in energy pricing and reduces the risk and impact of recent extreme volatility of the energy markets on consumers. As a result of procuring energy through the Applicant's chosen framework, the Applicant expects to pay lower unit costs for gas and electricity than compared with national average energy costs.
14. Under the purchase in advance framework agreement, energy is bought over a period of time, before the start of the annual period. As such, the price is fixed for the year and not subject to percentage increases at minimal notice as applicable to the domestic market. The Applicant takes the view that price certainty is in the interests of all of the Respondents and is a significant factor in the reasonableness of the grant of dispensation.
15. To keep the forward purchasing window of aggregated quantities intact, participating organisations have been required to commit to the next four-year term, to enable energy to be procured into future years. The requirement to purchase aggregated volumes immediately, when the market is seen as offering value, means that it is not possible to comply with statutory requirements within the time scale. Accordingly, the applicant is making this application to the Tribunal to dispense with the consultation requirements in relation to particular energy contracts. The Tribunal has the power to dispense with all or any of the consultation requirements, if satisfied that it is reasonable to do so. The Applicant respectfully maintains that it remains reasonable to dispense with the consultation requirements under s.20.

#### **Gas Supply for Communal Heating and Hot Water Supplies**

15. There are 668 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of heating and hot water from a communal boiler system. The cost of gas used by these bodies/parties forms part of the heating and hot water charge.
16. Procurement of the Applicant's gas supplies was assigned to Purchase In Advance flexible framework contracts on 1st October 2009. The current flexible supplier is Total Gas and Power who is also the proposed supplier from October 2024.

#### **Electricity**

17. There are 13,968 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of electricity through their service charges.
18. Similar to the provision of gas, all electricity contracts aligned with the 1 October 2009 flexible framework entry date were assigned to Purchase in Advance agreements at that time. The current flexible supplier is NPower who it is proposed will continue to be the supplier from October 2024.

#### **Performance**

19. The Applicant has been a part of the framework agreement since 1 October 2009 and the agreement has been found to be very effective in mitigating the effects of a changeable energy market. Historically, price benchmarking has proved very difficult due to commercial confidentiality, but the table below demonstrates the contract performance against market average prices. While I am unable to comment as an independent expert in the field, I am of the view from my experience and the information set out, below, that the framework agreement

has been a significant benefit to persons in the Respondents' position. Further the dispensation with consultation requirements on such a huge scale has itself resulted in savings to tenants.

### Electricity Prices

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	14.9847	18.73259929	-20%
Oct 22-Sep 23	28.5106	54.86605505	-48%
Oct 23-Sep 24	29.7435	27.73107031	7%

In terms of electricity, over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 20% lower than the market average.

### Gas Prices

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	2.0719	5.427383388	-62%
Oct 22-Sep 23	8.6120	18.03816877	-52%
Oct 23-Sep 24	7.4316	8.412954327	-12%

When looking into gas prices, we see significant benefits through LASER's framework. Over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 42% lower than the market average.

20. Between 2020 – 2024 LASER's flexible frameworks have reduced the applicant's total energy spend by £5.3m per annum on an expenditure of approx. £7.8m for electricity and £3.9m for gas.

This confirms:

<b>LASER's current flexible frameworks have achieved significant cost avoidance for London Borough of Wandsworth:</b>	<b>Avoided Cost £/pa</b>
LASER's purchasing performance - the prices achieved by LASER since the commencement of the framework are lower than the average market prices over this period.	£4.8m
Lower Supplier Management Fees - reduced fees from your gas and electricity suppliers compared to buying as a stand-alone customer.	£387.2k
Shaping Benefits - aggregating the volumes of multiple customers flattens the overall usage profile, allowing our traders to purchase at a lower price.	£39.3k
Entire Market Pricing - when LASER submits a bid to buy a block of energy, our suppliers are compelled to put this bid into the open market. This means we receive the lowest price anyone in the entire market is prepared to offer.	£19.3k
Flexibility of Trading - our large energy purchase volumes mean we can buy larger blocks of energy over the market, which come at a discount to buying smaller blocks of energy.	£7.5k

Volume Tolerance - LASER's volume tolerances apply at the aggregated customer level (rather than individual customer level) minimising the risk of load variance penalties. As an example, no penalties were incurred for reduced usage during Covid.	£3.3k
Transparency of pricing – LASER validates supplier’s flexible prices and corrects any errors prior to opening bills being issued for each pricing period.	£72.6k

**Consultation**

22. The Applicant is aware that it is required to give notice of its intention to make such an application to the Tribunal, to affected leaseholders.
23. 13,968 leaseholders will be affected by this application, and the Applicant requests the consultation for the current application to be by way of a single page letter as the previous dispensation sought in 2020 which is sent to all leaseholders
  - setting out details of the application; and
  - informing them that a copy of the application with all the relevant documents is available on the Applicant’s website; and
  - informing the leaseholders that directions have been made by the Tribunal that have been published on the Applicant’s website; and
  - providing that any leaseholder may respond to the application with copies of their response also being sent to the Applicant; and
  - advising leaseholders that copies of the application documents can be provided to them on request either in electronic format or as hard copies; and
  - providing contact details (telephone and email) in the event that any leaseholder wishes to speak to an officer of the Applicant or make any comments.

In the event that the Tribunal continues its previously-approved practice and gives directions for the conduct of this application without the need for a hearing, I would respectfully request that the Applicant is given a period of not less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Applicant’s website providers to make the necessary arrangements.

27. Under the framework agreement with LASER for the pricing period 1 October 2020 to 30 September 2024, the average unit rate cost p/kWh for gas to the Applicant’s entire estate is 4.8643 p/kWh. During this pricing period, the customer rebate is between 0.034 p/kWh and 0.085 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is either £139.52 or £239.67 per supply annually. These charges differ because different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

The cost for electricity over the same pricing period -1 October 2020 to 30 September 2024- averages at 20.1924 p/kWh. During this pricing period, the customer rebate is between 0.085 and 0.115 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is between £71.71 and £576.55 per supply annually. These charges differ because

different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

28. The average unit rate costs set out above have been provided by LASER's energy bureau services. The customer rebate payable to the Applicant have been obtained from yearly pricing documents sent to the Applicant by LASER during the start of each contractual year, i.e. October of each year. The fee payable by the applicant is obtained from the access agreement set between the Applicant and LASER during the 2020 – 2024 pricing period. For reasons of confidentiality and data protection, copies of the spreadsheets are not exhibited to this witness statement but will be made available for the Tribunal's inspection, if required. The Tribunal may, in any event, consider that the relative cost of energy supply to non-comparable service-users is not relevant to the exercise of its discretion in this application.
29. The fees paid by the Applicant or payments received by the Applicant in respect of the energy supplies are as in paragraphs 27 and 28.
30. The London Public Sector Centre of Expertise, the London Energy Project ("LEP"), which was a public sector shared intelligent service of authorities that manage energy category development and supplier relationships previously carried out a value for money assessment of LASER in a report prepared for the authorities in December 2015. In this report LASER is rated as "good" for electricity and "effective" for gas prices. One of the report's key findings is that *"aggregated, flexible, risk managed (Flex) procurement was effective in controlling commodity costs and continues to be the most appropriate price risk management strategy currently available"*. The LEP also went on to state that fixed term, fixed price contracts (which were used by the Applicant prior to entering into the purchase in advance flexible framework with LASER) were not effective in controlling costs and present a medium financial risk.

Statement of Truth

I believe that the facts stated in this Witness Statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed j ‘ Ń ğ ‘ ê ‘

Dated 12<sup>th</sup> June 2024

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**

**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,968 PROPERTIES

Respondents

\_\_\_\_\_

EXHIBIT JA1 TO WITNESS STATEMENT OF JAMILA ATTA

\_\_\_\_\_



**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 27 August 2024 10:38  
**To:** [REDACTED]  
**Subject:** RE: Re- email updates

Dear [REDACTED],

Thank you for your email following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only.

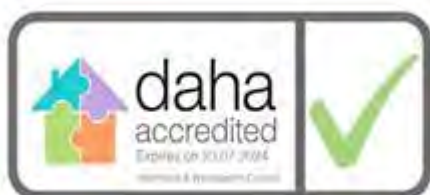
For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available and also providing security in this regard over the long-term.

If you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Monday, August 26, 2024 9:21 AM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** Re- email updates

Mr Clarke,

H/LP/JC/Dispensation2024

here are the email updates for [REDACTED] as requested.

[REDACTED]

We dont appear to have the information about this. Is it possible to email it to us.

Regards,

[REDACTED]

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 15 August 2024 14:06  
**To:** [REDACTED]  
**Subject:** RE: Letter from council

Dear [REDACTED]

Thank you for your response to my email and I am just writing to provide an overview of the contents of the recent letter.

Overall, I would highlight that this action by the council does not represent any works that will taking place nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to enter into a further long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Thursday, August 15, 2024 12:49 PM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** Re: Letter from council



The previous owners of [REDACTED] have kindly called me and shared the am below document that they received this morning.

Are the councils records not up to date with us as the leaseholder now?

Could I ask what this matter is regarding?

Emily, cc'd for information.

Many thanks



<image004.jpg>

Sent from my iPhone

**IMPORTANT:**

This email and any of its attachments are intended solely for the use of the individual or entity to whom they are addressed. If you have received this message in error you must not print, copy, use or disclose the contents to anyone. Please also delete it from your system and inform the sender of the error immediately. Emails sent and received by Richmond and Wandsworth Councils are monitored and may be subsequently disclosed to authorised third parties, in accordance with relevant legislation.



**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 23 August 2024 12:43  
**To:** [REDACTED]  
**Subject:** RE: Case Number: LON/00BJ/LDC/2024/0174

Dear [REDACTED]

Thank you for your email following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** Housing Leasehold and Procurement Services <hlandp@richmondandwandsworth.gov.uk>  
**Sent:** Monday, August 19, 2024 12:30 PM  
**To:** [REDACTED]

**Cc:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** RE: Case Number: LON/00BJ/LDC/2024/0174

Official

Good morning, [REDACTED]

Thank you for your email following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

The letter is for information only and is not in relation to an outstanding bill nor is advising of any future invoicing. I am sure James will confirm this when he returns to the office.

Kind Regards  
Angela

Mrs Angela Cooper  
Leasehold & Procurement Services  
Tel: 020 8871 6700  
Email [angela.cooper@richmondandwandsworth.gov.uk](mailto:angela.cooper@richmondandwandsworth.gov.uk)  
Website: [www.richmond.gov.uk](http://www.richmond.gov.uk) / [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)



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**From:** [REDACTED]  
**Sent:** Saturday, August 17, 2024 3:52 PM  
**To:** Housing Leasehold and Procurement Services <[hlandp@richmondandwandsworth.gov.uk](mailto:hlandp@richmondandwandsworth.gov.uk)>  
**Subject:** Fwd: Case Number: LON/00BJ/LDC/2024/0174

You don't often get email from [REDACTED] [Learn why this is important](#)

[REDACTED]  
Tel:  
[REDACTED]

Email:  
[REDACTED]

Begin forwarded message:

**From:** [REDACTED]  
**Date:** 17 August 2024 at 3:50:24 PM BST  
**To:** [James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
**Subject:** Case Number: LON/00BJ/LDC/2024/0174

[REDACTED]

[REDACTED]

[REDACTED]

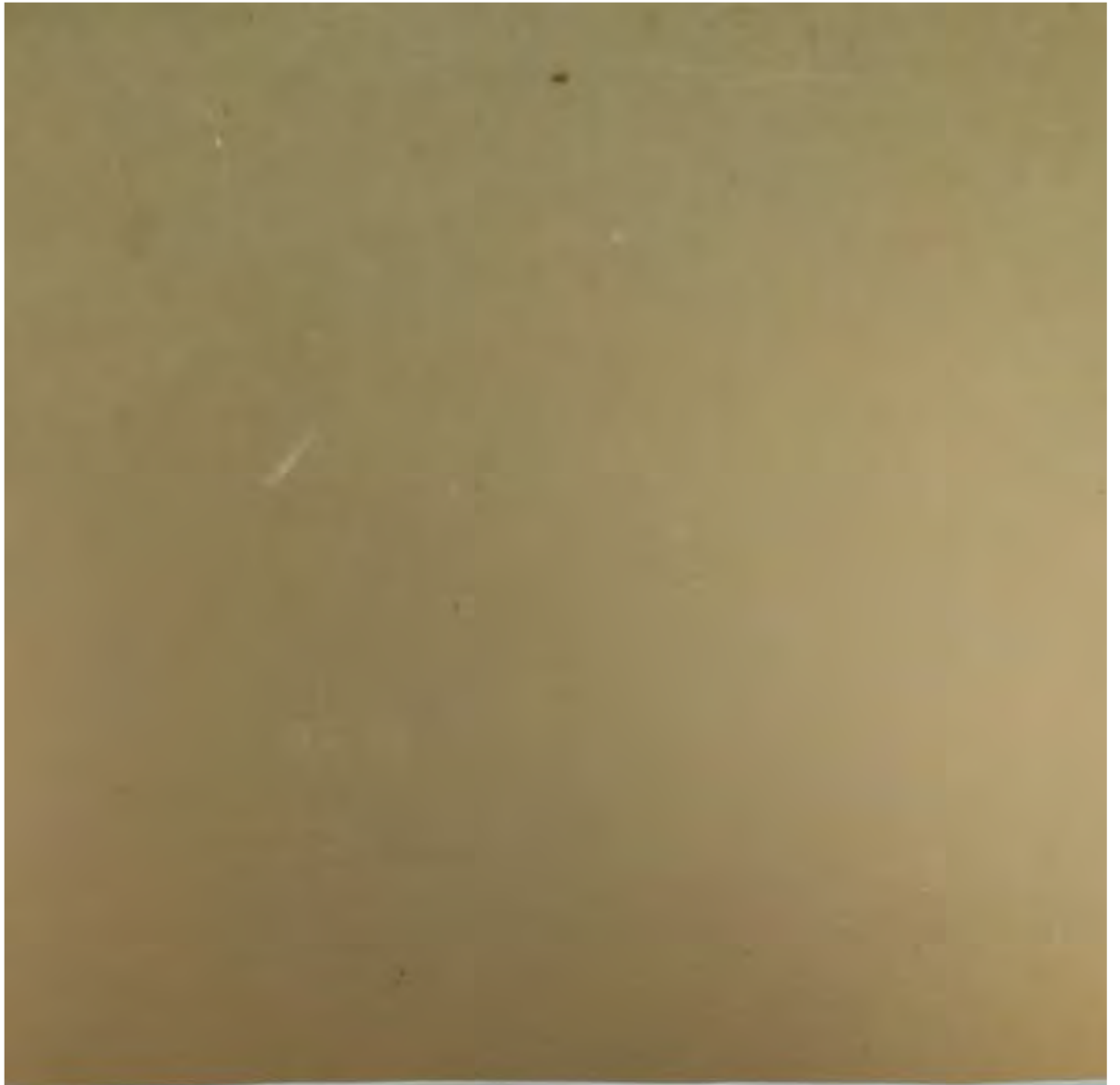
Begin forwarded message:

**From:** [REDACTED]  
**Date:** 17 August 2024 at 1:24:49 PM BST  
**To:** [james.clarke@richmondandwandsworth.go.uk](mailto:james.clarke@richmondandwandsworth.go.uk)  
**Subject:** Case Number: LON/00BJ/LDC/2024/0174

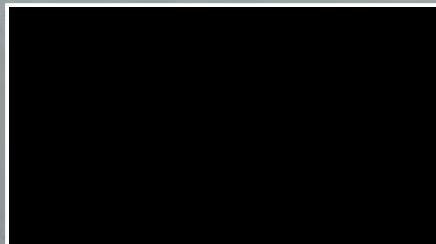
Hi James.

I've received this letter regarding a tribunal. I'm not sure what this is for but I'm assuming an outstanding bill that I must have missed? Please show, what it is for, where I can pay the bill and how much it is so I can resolve this matter immediately.





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**Wa**

Hous  
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Wan  
Lon

Plea  
Tele  
Dire  
Ema  
Jam  
Web  
Our  
Dat

Many thanks

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 02 September 2024 12:27  
**To:** James Clarke  
**Subject:** [REDACTED]  
**Attachments:** Wandsworth Council Letter regarding Communal Elec ^0 Gas.pdf

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**From:** James Clarke  
**Sent:** Monday, September 2, 2024 10:57 AM  
**To:** [REDACTED]  
**Subject:** RE: Case Reference LON/00BJ/LDC/2024/0174 (Renewal of Procurement contracts for the supply of communal Gas and Electricity)

Dear Ms [REDACTED]

Thank you for your email and attached letter dated 2 September 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only. This relates only to the energy for the communal areas of all blocks within the borough, and there should be no change to your aunt's circumstances.

For context, when the council undertakes major works schemes which your aunt may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which your aunt will already pay a contribution via the annual service charge, with communal electricity forming a small part of this. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available whilst also providing security over the long-term. Some residents in the borough will still benefit from a communal heating system and as such, we were required to include details within the original letter, although for the majority of leaseholders only the electricity will be relevant.

If you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to

contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Monday, September 2, 2024 12:51 AM  
**To:** James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>  
**Subject:** RE: Case Reference LON/00BJ/LDC/2024/0174 (Renewal of Procurement contracts for the supply of communal Gas and Electricity)

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Mr Clarke,

**RE: Case Reference LON/00BJ/LDC/2024/0174 (Renewal of Procurement contracts for the supply of communal Gas and Electricity)**

Please see attached a letter from my elderly aunt [REDACTED] who does not have access to a computer or does not have an email address. She has given me permission to send you the attached letter in response to the above matter.

Kindly respond at your earliest convenience.

Regards,

[REDACTED]

[REDACTED]

Mr James Clarke (Consultation Officer)  
Housing & Regeneration Department  
Wandsworth Council  
Town Hall  
Wandsworth High Street  
London  
SW18 2PU

2<sup>nd</sup> September 2024

Dear Mr Clarke,

**RE: Case Reference LON/00BJ/LDC/2024/0174 (Renewal of Procurement contracts for the supply of communal Gas and Electricity)**

I am writing to you to confirm that I have read both your recent letters sent to me in the post regarding the above matter.

I am a resident of [REDACTED] and there are only 6 residents in total in this small block. We all have our own central heating and hot water and presume that the service charge which I pay includes the cost for electricity for the communal areas.

However, for clarity please can you confirm that the cost for communal electricity in our block will continue via the service charge?

Can you also confirm that no changes will take place to the gas heating and hot water, as I do not agree for it to be communal?

I have sent this letter through my niece's email address ([REDACTED]), as I am an elderly 80 year old lady who does not own a computer or have my own email address. Therefore, I request that you please respond to me by email through my niece's email address [REDACTED] or by letter to my postal address as above as soon as possible. Preferably in the next week in case I need to complete the 'Dispensation Application form' should I oppose this application as I understand I will need to submit it by 18<sup>th</sup> September 2024.

I look forward to hearing from you soon.

Regards,

[REDACTED]

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 23 August 2024 12:42  
**To:** [REDACTED]  
**Subject:** RE: Leasehold gas and electricity contracts

Dear [REDACTED]

Thank you for your email following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available.

If you wish to oppose the council's application to the Tribunal you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** Office Loftyit <office@loftyit.com>  
**Sent:** Wednesday, August 21, 2024 8:46 AM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Cc:** [REDACTED]  
**Subject:** Leasehold gas and electricity contracts

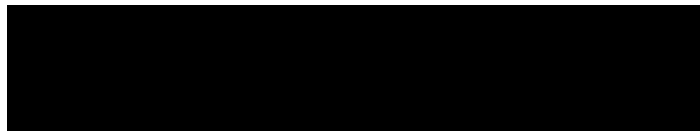
You don't often get email from [REDACTED]. [Learn why this is important](#)

Hi James

We have received a letter about Leasehold gas and electricity contracts. We were referred to <https://www.wandsworth.gov.uk/housing/dispensation2024>.

Please provide us with some clarification on the request. What is this about and what do you require from the leaseholder?

Many thanks



**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 04 September 2024 15:15  
**To:** James Clarke  
**Subject:** [REDACTED]

-----Original Message-----

**From:** James Clarke  
**Sent:** Wednesday, September 4, 2024 3:02 PM  
**To:** [REDACTED]  
**Subject:** [REDACTED] - Leaseholder - Renewal of communal Gas and Electricity - [REDACTED]

Dear [REDACTED]

Thank you for your email dated 27 August 2024 and for your time over the phone regarding the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. As discussed, I am just writing to reiterate what was discussed over the phone.

Overall, this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and there is no further action for leaseholders to take should you be satisfied with this. The purpose of the original letter was to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only. For background, this application was also made 4 years ago and 4 years prior to that and so on, with the council's procurement contracts with suppliers for energy to serve the communal areas of blocks spanning 4-year periods. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry systems, of which you already pay a contribution via your annual service charge.

For context, when the council undertakes major works schemes which I am aware you have experienced recently, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. To provide further clarification, the idea in dispensing with consultation requirements on this occasion only would be to ensure the renewal of the procurement contracts for communal energy is as smooth a transition as possible. By entering into a long-term agreement our supplier can provide access to the most competitive prices available whilst also offering long-term security by purchasing in bulk, and as this relates to all housing stock across the entire borough the capacity required is obviously significant.

As you may be aware from past major works schemes, the consultation process can span many months in total and the practicalities of doing so in this case would prove challenging, not least because it involves approximately 14,000 leaseholders. Furthermore, if the council were to write to all leaseholders with a Notice including estimated prices for their respective block or building, by the time the consultation period of 30 days had passed, the initial prices provided would effectively be null and void as prices would have changed in that time, this is a volatile market and rates change on a daily basis and there is no guarantee as to the future outlook of the energy market. This is no reflection as to the process moving forward, whereby the council will continue to consult with leaseholders on all major schemes, although the above is all with the intention to provide security and keep electricity costs as low as possible and in turn keep leaseholder contributions to this as low as possible over the long-term.

If you did wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by following the instructions provided on the original letter and as detailed on the council's



website via

[https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing/dispensation2024\\_\\_;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmlNilyYvxYUASughqgxSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6GOsM7YmY1m-hYo7STOkv156gh7KUCaW1x17TCGx6k\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing/dispensation2024__;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmlNilyYvxYUASughqgxSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6GOsM7YmY1m-hYo7STOkv156gh7KUCaW1x17TCGx6k$) . Alternatively, you contacting me directly represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive, and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke

Consultation Officer

Housing & Regeneration Department

0208 871 8497

James.Clarke@richmondandwandsworth.gov.uk

[https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing\\_\\_;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmlNilyYvxYUASughqgxSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6GOsM7YmY1m-hYo7STOkv156gh7KUCaW1x1fmPkG4E\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing__;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmlNilyYvxYUASughqgxSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6GOsM7YmY1m-hYo7STOkv156gh7KUCaW1x1fmPkG4E$)

-----Original Message-----

From: [REDACTED]

Sent: Tuesday, August 27, 2024 1:48 PM

To: James Clarke <James.Clarke@richmondandwandsworth.gov.uk>

Subject: Leaseholder - Renewal of communal Gas and Electricity - [REDACTED]

[You don't often get email from [REDACTED]. Learn why this is important at

[https://urldefense.com/v3/\\_\\_https://aka.ms/LearnAboutSenderIdentification\\_\\_;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmlNilyYvxYUASughqgxSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6GOsM7YmY1m-hYo7STOkv156gh7KUCaW1x1sqGn4V8\\$](https://urldefense.com/v3/__https://aka.ms/LearnAboutSenderIdentification__;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmlNilyYvxYUASughqgxSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6GOsM7YmY1m-hYo7STOkv156gh7KUCaW1x1sqGn4V8$) ]

Hi James,

I'm a leaseholder in [REDACTED]. We received letters this month in reference to a renewal of the Supply of Gas and Electricity contract. LONDON/00BJ/LDC/2024/0174

1) The wording in that letter is very difficult to understand as a layman and should really be simplified in future letters. Are you able to simplify it into a few sentences for me, a layman? Below is my rough understanding.

From what I can gather from that letter is that the councils contract for the communal supply of electricity and gas is ending very soon and perhaps the council left it quite late to renew. And that the council need to enter a new contract without having to go through the various consultations with the Leaseholders so that they can ensure a continued supply?

2) I want to ensure that we are not overpaying for these services if we allow the usual consultation process to be removed. What safeguards are in place to ensure this and is there a way for us to be informed on the price before the contract is agreed? i.e. to see the prior price agreement compared to suggested new contract, or the current prices vs the market etc.

3) Can you confirm this letter is just in relation to communal electricity/gas, i.e. nothing to do with the personal supply of electricity and gas I get to my property.

4) Are there plans to add a communal heating system in my block of flats. The letter says my "property might benefit from a communal heating system" etc. I'm guessing this is a generic statement for a lot of Wandsworth, not my property specifically. I want to ensure I'm not entering into an agreement for a future installation of something I don't think we need. See below signature for my property address

Thanks,

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

---

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 22 August 2024 15:50  
**To:** [REDACTED]  
**Subject:** RE: Enquiry regarding electrics and gas consultation

Dear [REDACTED]

Thank you for your time over the phone following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available. Some residents in the borough will still benefit from a communal heating system and as such, we were required to include this within the letter, however as your block does not have this system it is only the electricity supply that applies to your particular block.

In regards to the documentation associated with the above, this can be viewed via the following link <https://wandsworth.gov.uk/housing/dispensation2024>.

If you wish to oppose the council's application to the Tribunal you can do so by emailing [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk), following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Thursday, August 22, 2024 2:29 PM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** Enquiry regarding electrics and gas consultation

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear [REDACTED]  
I just received the 2nd letter regarding the consultation for electrics and gas provided to [REDACTED]

As a leaseholder, I'd like to better understand the merits for the change of tariff and or provider. If you could clarify the terms of the current contract and the terms of the contract you want to lock in, in advance to the 18th of september I would appreciate it.

Also, I would like to know how could we go about submitting a request for the light fittings in the communal areas of the buildings to be replaced for sensor based fittings.

Whilts a bit more expensive, these fittings have a longer life span and reduce consumption of electricity, thus reducing the bills. I have approached the council many times regarding this, with little success.

Your advice is much appreciated  
[REDACTED]

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 02 September 2024 11:35  
**To:** [REDACTED]  
**Subject:** RE: Case Reference: -LON/00BJ/LDC/2024/174

Dear [REDACTED]

Thank you for your email dated 27 August 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only.

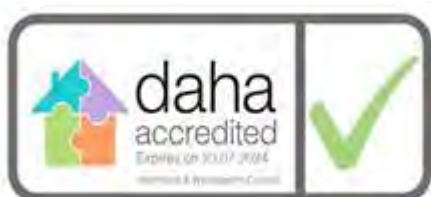
For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available and also providing security in this regard over the long-term. Some residents in the borough will still benefit from a communal heating system and as such, we were also required to include details within the letter.

If you wish to access further details in regards to this application, please feel welcome to do so via the following link to the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Tuesday, August 27, 2024 1:32 PM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** Case Reference: -LON/00BJ/LDC/2024/174

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Mr Clarke,

I hope this email finds you well.

I am writing with regard to a letter I have received with Case Reference: -LON/00BJ/LDC/2024/174 as I am the leaseholder of [REDACTED] I would be grateful if I could have some clarification to what this case refers and the Notice of Application by Wandsworth Council to the First Tier Tribunal Property Chamber. Is there some action I need to take with reference to the case above?

Please feel free to write to me or even call me on [REDACTED].

Looking forward to hearing from you.

With kind regards,  
[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 05 September 2024 14:02  
**To:** James Clarke  
**Subject:** [REDACTED]  
**Attachments:** Witness Statement.pdf; Amended Directions.pdf; Dispensation Application.pdf; Previous Directions.pdf

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**From:** James Clarke  
**Sent:** Thursday, September 5, 2024 11:07 AM  
**To:** [REDACTED]  
**Subject:** RE: Notice of Application - First Tier Tribunal Property Chamber (Residential Property)... S.20 of the Landlord and Tenant Act 1985... Case Ref: LON/00BJ/LDC/2024/0174

Dear [REDACTED],

Thank you for your email following receipt of the letter dated 12 August 2024 in relation to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. As requested, please find the relevant documentation attached to this email.

Overall, I can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side as this would prove challenging in this case. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available whilst also providing longer-term security in what is a volatile energy market.

Further information can also be found online via the council's website at <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)



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**From:** [REDACTED]  
**Sent:** Tuesday, September 3, 2024 4:35 PM  
**To:** James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>  
**Subject:** Notice of Application - First Tier Tribunal Property Chamber (Residential Property)... S.20 of the Landlord and Tenant Act 1985... Case Ref: LON/00BJ/LDC/2024/0174

You don't often get email from [REDACTED]. [Learn why this is important](#)

**To:** James Clarke – Wandsworth Council, Housing & Regeneration Department  
**Your Ref:** HRD/LS/JC/Dispensation2024

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Dear Mr Clarke,

I am the leaseholder of [REDACTED] but I do not actually live at the property.

Thank you for your recent letters dated 12<sup>th</sup> August 2024 and 16 August 2024 regarding **‘Notice of Application by Wandsworth Borough Council to the First Tier Tribunal Property Chamber (Residential Property) for Dispensation of all or any of the Consultation Requirements contained in S.20 of the Landlord and Tenant Act 1985, in respect of the renewal of procurement contracts for the supply of Gas and Electricity’ under Case Reference: - LON/00BJ/LDC/2024/0174.**

As stated in your letter of 12<sup>th</sup> August 2024, I would like copies please of the Application, supporting documents, Directions and amended directions. These can be sent to me either electronically at [REDACTED] or via Royal Mail to my correspondence address, which is:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

I am not quite sure how this will affect me. I would appreciate a simplified explanation on how this affects leaseholders, can you please clarify.

I already have a modern Gas Boiler/Central Heating System installed at my flat– will this ‘Application’ require me to replace this with a communal boiler system as referred to at the end of your letter dated 12<sup>th</sup> August 2024?

Thank you in advance for your assistance.

With kind regards.

[REDACTED]  
[REDACTED]







**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/00BJ/LDC/2024/0174**

**Properties** : **Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth**

**Applicant** : **The Mayor and Burgesses of the London Borough of Wandsworth**

**Representative** : **The South London Legal Partnership (Ref: L/AGB/2616/25688)**

**Respondents** : **Various Leaseholders affected by electricity contract, London Borough of Wandsworth**

**Type of application** : **To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services**

**Legal Officer** : **Emmanuel Okolo**

**Date of directions** : **17 July 2024**

**Amended directions** : **Judge B MacQueen  
1 August 2024**

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the

same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**
- (F) The Tribunal made directions on 17 July 2024 listing the matter for determination during the seven days commencing 21 October 2024, based on the documents submitted to the Tribunal, unless any party requested an oral hearing. On 29 July 2024, the Tribunal received a request from the Applicant for the date the Tribunal makes its determination to be before 30

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<sup>1</sup> See the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)

September 2024. This is because they say that the current framework agreement comes to an end on 30 September 2024 and so unless the decision is made before that date the Applicant will have to seek retrospective dispensation.

- (G) The Tribunal has considered this request and whilst it is not prepared to amend the directions to shorten the time that leaseholders who oppose the application have to reply, the Tribunal is prepared to shorten the time that the Applicant has to prepare its final bundle and so enabling the date of determination to be brought forward to the week of 23 September 2024.
- (H) In making these amended directions (shown below in red), the Tribunal is satisfied that there is no prejudice to the Respondents as the amended directions have no impact on the time afforded to them to make representations to the Tribunal.

### **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:
  - Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions and amended directions of 1 August 2024 will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions and amended directions dated 1 August 2024 they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 23 October 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.

2. Those leaseholders who oppose the application must by **18 September 2024**:
  - Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **20 September 2024**:
  - Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;
  - Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
  - Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

### **Decision**

4. The tribunal will decide the application during the seven days commencing **23 September 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on a **date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.

- A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
- Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
- Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
- **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
  - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal's case officer**.
  - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:
    - (a) the matters set out in paragraph 7 of the Guidance Note, **and**
    - (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

## Applications

9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

### **Non-Compliance with Directions**

10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”).
11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)  
Judge Bernadette MacQueen

**Date:** 17 July 2024  
1 August 2024

**Attached: Reply Form for Leaseholders**

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	



# Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

**It is important that you read the notes below carefully before you complete this form.**

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

**A fee is payable for this application (see section 13 for Help with Fees).**

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

**If you want to be sent online banking payment details by email, please tick this box**

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

**Please do not send any other documents.** When further evidence is needed, you will be asked to send it in separately.

**If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.**

If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

**1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)**

Name:

Capacity:

Address (including postcode):

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any)

Address (including postcode):

Telephone:

Day:  Mobile:

Email address:  Fax:

**2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)**

13,9656 leaseholders are affected by the electricity contract; and

668 leaseholders are affected by the gas contract.

A list of the relevant addresses is attached. Included with the application are five sample leases which are a variation of each of the different lease types for the leaseholders affected by this application.

#### 4. BRIEF DESCRIPTION OF BUILDING (*e.g.2 bedroom flat in purpose built block of 12 flats*)

Various types of properties across the Borough including flats and maisonettes in tower blocks and low rise blocks and some houses. The properties range in size from studio flats to 5 bedroom units.

3. **DETAILS OF RESPONDENT (S)** the person against whom an applicant seeks determination from the tribunal – this will only be the landlord's managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name:

Capacity:

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**Note:** If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

5. **DETAILS OF LANDLORD** (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)**

Name of Secretary

There are no RTAs complying with Section 29 of the Landlord and Tenant Act 1985

Address (including postcode):

[Empty address box]

Telephone:

Day:

[Empty day telephone box]

Evening:

[Empty evening telephone box]

Mobile:

[Empty mobile telephone box]

Email address:

[Empty email address box]

Fax:

[Empty fax number box]

**7. DISPENSATION SOUGHT**

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?

Yes  No

If Yes, have the works started/been carried out?

Yes  No

Does the application concern a qualifying long-term agreement?

Yes  No

If Yes, has the agreement already been entered into?

Yes  No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled ' **GROUNDS FOR SEEKING DISPENSATION** '

**8. OTHER APPLICATIONS**

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

Yes  No

If Yes, please give details

In 2009/2010, 2012,2016 and 2020 the Applicant made dispensation applications when they entered into the Framework Agreement which is the subject of this application. Copies of the Tribunal's decisions relating to these applications - LON/00BJ/LOC/2009/0021, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0081 LON/00BJ/LDC/2016/0051 -LON/00AH/LVT/2020/0001

**9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?**

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.  Yes  No

**Note:** Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

### 10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.  Fast Track  Standard Track

Is there any special reason for urgency in this case?  Yes  No

If Yes, please explain how urgent it is and why:

The contracts, which are the subject of this Application, must be renewed by 1 October 2024. The Application must be determined as soon as possible to allow the Council to place the contracts in time.

In view of the number of leaseholders the Council requests a period of no less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Council's website providers to make the necessary arrangements and for all of the letters to be printed and posted.

**Note**

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

### 11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

N/A

### 12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

NONE

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

### 13. CHECKLIST

**Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:**

A copy of the lease(s).

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

**EITHER**

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

**OR**

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

**DO NOT send cash under any circumstances. Cash payment will not be accepted.**

**Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.**

**Help with Fees**

If you think you may be entitled to a reduced fee, the guide EX160A ‘Apply for help with court, tribunal and probate fees’ outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at [www.gov.uk/help-with-court-fees](http://www.gov.uk/help-with-court-fees) or by completing the form EX160 ‘Apply for help with fees’. You can get a copy of the ‘Apply for help with fees’ form online at [www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees](http://www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees) or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 “Apply for Help with Fees” it must be included with your application.

The ‘Apply for help with fees’ form will not be copied to other parties

**14. STATEMENT OF TRUTH**

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed:

*John Scarborough*

Dated: 14 June 2024

**GROUNDS FOR SEEKING DISPENSATION**

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The Applicant is seeking further dispensation from the consultation requirements of Section 20 of the Landlord and Tenant Act 1985 which apply to the procurement of energy contracts for gas and electricity. The Council is already part of a Framework Agreement to supply gas and electricity. The gas and electricity contracts are due to renewed in October 2024 and the dispenstations already given by the Tribunal in June 2009, June 2010, August 2012 August 2016 and July 2020 would need to be extended to allow the same to continue. The Applicant will continue to be a partner in the Framework Agreement which has been developed by Local Authority South East Region (LASER). In its latest determination (LON/00AH/LVT/2020/0001) the FTT concluded that it was not practical to require the Applicant to strictly comply with the consultation requirements and that the framework represented sufficient value to service users to make dispensation reasonable.

2. Describe the consultation that has been carried out or is proposed to be carried out.

As with previous dispensation applications, the Applicant will endeavour to address any questions or concerns raised by Respondents within the FTT process and will continue to respond thereafter as part of its tenant engagement processes in any event.

3. Explain why you seek dispensation of all or any of the consultation requirements.

The Applicant seeks a total dispensation of the consultation requirements imposed by Section 20 of the Landlord and Tenant Act 1985 (as amended). Given that the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only.



In order to obtain the best electricity and gas prices for its residents, the Applicant needs to be able to act within three hours. In the circumstances, it is impracticable and impossible for the Applicant to comply with the consultation requirements imposed by the Act, which would have the perverse effect of preventing residents from getting the best possible deal for energy supply.

Please see the attached Witness Statement of herein.

## ANNEX: Addresses of Tribunal Regional Offices

### NORTHERN REGION

HM Courts & Tribunals Service

**Telephone:** 01612 379491

**Fax:** 01264 785 128

First-tier Tribunal (Property Chamber) Residential  
Property, 1<sup>st</sup> Floor, Piccadilly Exchange,  
Piccadilly Plaza, Manchester M1 4AH

**Email address:** [RPNorthern@justice.gov.uk](mailto:RPNorthern@justice.gov.uk)

**This office covers the following Metropolitan districts:** Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

**It also covers the following unitary authorities:** Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

**It also covers the following Counties:** Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

### MIDLAND REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Centre City Tower, 5-7 Hill Street,  
Birmingham, B5 4UU

**Telephone:** 0121 600 7888

**Fax:** 01264 785 122

**Email address:** [RPMidland@justice.gov.uk](mailto:RPMidland@justice.gov.uk)

**This office covers the following Metropolitan districts:** Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

**It also covers the following unitary authorities:** Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

**It also covers the following Counties:** Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

### EASTERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Cambridge County Court, 197 East Road  
Cambridge, CB1 1BA

**Telephone:** 01223 841 524

**Fax:** 01264 785 129

**Email address:** [RPEastern@justice.gov.uk](mailto:RPEastern@justice.gov.uk)

DX 97650 Cambridge 3

**This office covers the following unitary authorities:** Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

**It also covers the following Counties:** Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

### SOUTHERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Havant Justice Centre, The Court House,  
Elmleigh Road, Havant, Hants, PO9 2AL

**Telephone:** 01243 779 394

**Fax:** 0870 7395 900

**Email address:** [RPSouthern@justice.gov.uk](mailto:RPSouthern@justice.gov.uk)

**This office covers the following unitary authorities:** Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

**It also covers the following Counties:** Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

**LONDON REGION**

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, 10 Alfred Place, London WC1E 7LR

DX 134205 Tottenham Court Road 2

**This office covers all the London boroughs.**

**Telephone:** 020 7446 7700

**Fax:** 01264 785 060

**Email address:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/00BJ/LDC/2024/0174**

**Properties** : **Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth**

**Applicant** : **The Mayor and Burgesses of the London Borough of Wandsworth**

**Representative** : **The South London Legal Partnership (Ref: L/AGB/2616/25688)**

**Respondents** : **Various Leaseholders affected by electricity contract, London Borough of Wandsworth**

**Type of application** : **To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services**

**Legal Officer** : **Emmanuel Okolo**

**Date of directions** : **17 July 2024**

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**

### **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:

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<sup>1</sup> See the **Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)**

- Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 29 November 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.
2. Those leaseholders who oppose the application must by **18 September 2024**:
- Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **09 October 2024**:
- Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;

- Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
- Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

## Decision

4. The tribunal will decide the application during the seven days commencing **21 October 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on **a date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.
  - A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
  - Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
  - Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
  - **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
    - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal's case officer**.
    - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:

- (a) the matters set out in paragraph 7 of the Guidance Note, **and**
- (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

- 7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
- 8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

### **Applications**

- 9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

### **Non-Compliance with Directions**

- 10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").
- 11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)

**Date:** 17 July 2024

### **Attached: Reply Form for Leaseholders**

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>



<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**

**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,966 PROPERTIES

Respondents

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WITNESS STATEMENT OF JAMILA ATTA

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1. My name is Jamila Atta. I am employed by the Applicant, the London Borough of Wandsworth. My business address is the Town Hall, Wandsworth High Street, Wandsworth, London, SW18 2PU
2. I am the Energy and Sustainability Manager within the Property Services Team which is part of the Applicant's Housing and Regeneration Directorate. I report to Adele Casey who is the Head of the Facilities Management. My responsibilities include managing the Applicant's energy contracts. I am authorised to make this witness statement on behalf of the Applicant.
3. There is now produced and shown to me marked **JA1** a paginated bundle of documents to which I shall refer in this witness statement. This statement has been prepared based on information provided by email correspondence and over the telephone. I have read the contents, made necessary amendments and confirm the content is accurate.
4. I make this witness statement in support of the Applicant's application for a further dispensation with consultation requirements in relation to electricity and gas contracts which the Applicant wishes to place. The applications relating to gas are for dispensation of the consultation requirements contained in Section 20 of the Landlord and Tenant Act 1985. In the context of the Respondents' properties, gas is used for communal heating and hot water supplies. The application in respect of electricity is also for dispensation of the consultation requirements in Section 20 of the Landlord and Tenant Act 1985, in relation to electricity supplied as part of service charges and re-charged to leaseholders. The basis for the application is substantially the same as those that have been made previously by the Applicant.
5. The Applicant has made five previous applications to the Tribunal for dispensation relating to these contracts as follows:-
  - Application dated 16<sup>th</sup> March 2009 (for gas) decision 2<sup>nd</sup> June 2009
  - Application dated 9<sup>th</sup> February 2010 (for electricity) decision 16<sup>th</sup> June 2010
  - Application dated 31<sup>st</sup> May 2012 (for electricity and gas) decision 22<sup>nd</sup> August 2012
  - Application dated 7<sup>th</sup> September 2016 (for electricity and gas) decision 7<sup>th</sup> September 2016

- Application dated 1<sup>st</sup> April 2020 (for electricity and gas) decision 30<sup>th</sup> July 2020
6. Having considered reasonableness afresh on every occasion, the Tribunal granted the Applicant dispensation in each case and the Applicant entered into a Framework Agreement for the supply of gas and electricity as a result of the same. Copies of the decisions in these applications under references LON/00BJ/LDC/2009-2012, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0061 LON/00BJ/LDC/2016/0051 and LON/00AH/LVT/2020/001 are exhibited at **pages 1 to 42 of “JA1”**.
  7. The 1985 Act requires landlords to consult with leaseholders before entering into a qualifying long-term agreement of more than 12 months. If the consultation requirements are not satisfied, then the landlord’s ability to recover contributions from the leaseholders will be restricted unless the Tribunal makes an order dispensing with the consultation requirements.
  8. Fuel contracts fall under the definition of a “*qualifying long term agreement*” within the 1985 Act where they exceed 1 year and the contribution from any one leaseholder might exceed £100 per year. As the Tribunal will be aware, given the increasing cost of energy, any contract into which the Applicant entered would exceed this threshold.
  9. In 2015, the Office of Government Commerce, (which later became part of the Efficiency and Reform Group within the Cabinet Office), recommended that all Public Sector bodies buy energy through a central purchasing body (CPB) which would offer a flexible, risk managed framework, managed by experts to improve the way the Public Sector purchases energy.
  10. The Applicant has selected LASER (owned by Kent County Council) as the preferred CPB for the 2024-28 contract. LASER work with over 200 public bodies in the UK, collectively purchasing on average £1.5 billion of gas, electricity and water annually on behalf of around 85,000 end users. As energy markets and customer requirements evolve, LASER continues to develop and introduce services that help the public sector to manage costs, reduce carbon and meet evolving legislative requirements. LASER provides the aggregated, flexible, and risk-managed approach recommended by Government, and expertise in energy-buying for local authorities.
  11. The current Framework Agreement for both the gas and electricity contracts expires on 30 September 2024 and must be renewed for the period from 1 October 2024 to 30 September 2028. As such, the Applicant is required to make a further application for dispensation from the requirements of Section 20 of the Landlord and Tenant Act 1985 (“the 1985 Act”). The renewal consists of an Access Agreement with the Central Purchasing Body and Call-Off contracts with the Suppliers. The Applicant has considered the costs incurred under LASER and remains firmly of the view that the purchasing power under the framework agreement provides the best value for the thousands of clients that the Applicant serves.
  12. Since the last contract renewal was agreed in 2020, wholesale utilities market prices have increased significantly. Prices have peaked over 150% higher than they were before 2020, with the combination of strong natural gas and carbon prices continuing to support these unprecedented increases. Whilst the short-term view from our analysis is for electricity and gas prices to continue softening in April 2023, a recent report from KPMG’s Chief Economist released a warning about energy costs remaining elevated for the next 5 to 10 years due to the added costs of transitioning to net zero. This will be due to factors such as grid balancing and storage risks, declining North Sea production, demand/competition from/with EU/China around

LNG and the continued reliance on Combined Cycle Gas Turbine / CCGT generation for UK's power.

13. Under the current contracts with the Applicant, LASER uses a "Purchase in Advance" model to procure gas and electricity meaning that energy is purchased in large blocks up to 12 months in advance; this increases certainty in energy pricing and reduces the risk and impact of recent extreme volatility of the energy markets on consumers. As a result of procuring energy through the Applicant's chosen framework, the Applicant expects to pay lower unit costs for gas and electricity than compared with national average energy costs.
14. Under the purchase in advance framework agreement, energy is bought over a period of time, before the start of the annual period. As such, the price is fixed for the year and not subject to percentage increases at minimal notice as applicable to the domestic market. The Applicant takes the view that price certainty is in the interests of all of the Respondents and is a significant factor in the reasonableness of the grant of dispensation.
15. To keep the forward purchasing window of aggregated quantities intact, participating organisations have been required to commit to the next four-year term, to enable energy to be procured into future years. The requirement to purchase aggregated volumes immediately, when the market is seen as offering value, means that it is not possible to comply with statutory requirements within the time scale. Accordingly, the applicant is making this application to the Tribunal to dispense with the consultation requirements in relation to particular energy contracts. The Tribunal has the power to dispense with all or any of the consultation requirements, if satisfied that it is reasonable to do so. The Applicant respectfully maintains that it remains reasonable to dispense with the consultation requirements under s.20.

#### **Gas Supply for Communal Heating and Hot Water Supplies**

15. There are 668 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of heating and hot water from a communal boiler system. The cost of gas used by these bodies/parties forms part of the heating and hot water charge.
16. Procurement of the Applicant's gas supplies was assigned to Purchase In Advance flexible framework contracts on 1st October 2009. The current flexible supplier is Total Gas and Power who is also the proposed supplier from October 2024.

#### **Electricity**

17. There are 13,968 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of electricity through their service charges.
18. Similar to the provision of gas, all electricity contracts aligned with the 1 October 2009 flexible framework entry date were assigned to Purchase in Advance agreements at that time. The current flexible supplier is NPower who it is proposed will continue to be the supplier from October 2024.

#### **Performance**

19. The Applicant has been a part of the framework agreement since 1 October 2009 and the agreement has been found to be very effective in mitigating the effects of a changeable energy market. Historically, price benchmarking has proved very difficult due to commercial confidentiality, but the table below demonstrates the contract performance against market average prices. While I am unable to comment as an independent expert in the field, I am of the view from my experience and the information set out, below, that the framework agreement

has been a significant benefit to persons in the Respondents' position. Further the dispensation with consultation requirements on such a huge scale has itself resulted in savings to tenants.

### Electricity Prices

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	14.9847	18.73259929	-20%
Oct 22-Sep 23	28.5106	54.86605505	-48%
Oct 23-Sep 24	29.7435	27.73107031	7%

In terms of electricity, over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 20% lower than the market average.

### Gas Prices

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	2.0719	5.427383388	-62%
Oct 22-Sep 23	8.6120	18.03816877	-52%
Oct 23-Sep 24	7.4316	8.412954327	-12%

When looking into gas prices, we see significant benefits through LASER's framework. Over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 42% lower than the market average.

20. Between 2020 – 2024 LASER's flexible frameworks have reduced the applicant's total energy spend by £5.3m per annum on an expenditure of approx. £7.8m for electricity and £3.9m for gas.

This confirms:

<b>LASER's current flexible frameworks have achieved significant cost avoidance for London Borough of Wandsworth:</b>	<b>Avoided Cost £/pa</b>
LASER's purchasing performance - the prices achieved by LASER since the commencement of the framework are lower than the average market prices over this period.	£4.8m
Lower Supplier Management Fees - reduced fees from your gas and electricity suppliers compared to buying as a stand-alone customer.	£387.2k
Shaping Benefits - aggregating the volumes of multiple customers flattens the overall usage profile, allowing our traders to purchase at a lower price.	£39.3k
Entire Market Pricing - when LASER submits a bid to buy a block of energy, our suppliers are compelled to put this bid into the open market. This means we receive the lowest price anyone in the entire market is prepared to offer.	£19.3k
Flexibility of Trading - our large energy purchase volumes mean we can buy larger blocks of energy over the market, which come at a discount to buying smaller blocks of energy.	£7.5k

Volume Tolerance - LASER's volume tolerances apply at the aggregated customer level (rather than individual customer level) minimising the risk of load variance penalties. As an example, no penalties were incurred for reduced usage during Covid.	£3.3k
Transparency of pricing – LASER validates supplier’s flexible prices and corrects any errors prior to opening bills being issued for each pricing period.	£72.6k

**Consultation**

22. The Applicant is aware that it is required to give notice of its intention to make such an application to the Tribunal, to affected leaseholders.
23. 13,968 leaseholders will be affected by this application, and the Applicant requests the consultation for the current application to be by way of a single page letter as the previous dispensation sought in 2020 which is sent to all leaseholders
  - setting out details of the application; and
  - informing them that a copy of the application with all the relevant documents is available on the Applicant’s website; and
  - informing the leaseholders that directions have been made by the Tribunal that have been published on the Applicant’s website; and
  - providing that any leaseholder may respond to the application with copies of their response also being sent to the Applicant; and
  - advising leaseholders that copies of the application documents can be provided to them on request either in electronic format or as hard copies; and
  - providing contact details (telephone and email) in the event that any leaseholder wishes to speak to an officer of the Applicant or make any comments.

In the event that the Tribunal continues its previously-approved practice and gives directions for the conduct of this application without the need for a hearing, I would respectfully request that the Applicant is given a period of not less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Applicant’s website providers to make the necessary arrangements.

27. Under the framework agreement with LASER for the pricing period 1 October 2020 to 30 September 2024, the average unit rate cost p/kWh for gas to the Applicant’s entire estate is 4.8643 p/kWh. During this pricing period, the customer rebate is between 0.034 p/kWh and 0.085 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is either £139.52 or £239.67 per supply annually. These charges differ because different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

The cost for electricity over the same pricing period -1 October 2020 to 30 September 2024- averages at 20.1924 p/kWh. During this pricing period, the customer rebate is between 0.085 and 0.115 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is between £71.71 and £576.55 per supply annually. These charges differ because

different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

28. The average unit rate costs set out above have been provided by LASER's energy bureau services. The customer rebate payable to the Applicant have been obtained from yearly pricing documents sent to the Applicant by LASER during the start of each contractual year, i.e. October of each year. The fee payable by the applicant is obtained from the access agreement set between the Applicant and LASER during the 2020 – 2024 pricing period. For reasons of confidentiality and data protection, copies of the spreadsheets are not exhibited to this witness statement but will be made available for the Tribunal's inspection, if required. The Tribunal may, in any event, consider that the relative cost of energy supply to non-comparable service-users is not relevant to the exercise of its discretion in this application.
29. The fees paid by the Applicant or payments received by the Applicant in respect of the energy supplies are as in paragraphs 27 and 28.
30. The London Public Sector Centre of Expertise, the London Energy Project ("LEP"), which was a public sector shared intelligent service of authorities that manage energy category development and supplier relationships previously carried out a value for money assessment of LASER in a report prepared for the authorities in December 2015. In this report LASER is rated as "good" for electricity and "effective" for gas prices. One of the report's key findings is that *"aggregated, flexible, risk managed (Flex) procurement was effective in controlling commodity costs and continues to be the most appropriate price risk management strategy currently available"*. The LEP also went on to state that fixed term, fixed price contracts (which were used by the Applicant prior to entering into the purchase in advance flexible framework with LASER) were not effective in controlling costs and present a medium financial risk.

Statement of Truth

I believe that the facts stated in this Witness Statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed j ' Ń ģ' ê '

Dated 12<sup>th</sup> June 2024

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**

**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,968 PROPERTIES

Respondents

\_\_\_\_\_

EXHIBIT JA1 TO WITNESS STATEMENT OF JAMILA ATTA

\_\_\_\_\_



**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 05 September 2024 10:47  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Request for documents - LON/00BJ/LDC/2024/0174  
**Attachments:** Dispensation Application.pdf; Previous Directions.pdf; Witness Statement.pdf; Amended Directions.pdf

Dear [REDACTED]

Thank you for your email following receipt of the letter dated 12 August 2024 in relation to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. As requested, please find the relevant documentation attached to this email.

Overall, I can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side as this would prove challenging in this case. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge. By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available.

Further information can also be found online via the council's website at [https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing/dispensation2024\\_\\_;!!MOeJA3Fs6wML0Q!Hv9UicLyGPH4adtdLB1ehnRHB79Y2lc\\_P7ur5FT05KhqhNyc8VAS1qmzkT9\\_dTh6\\_RM0mgZtH8x9kbWIGSNNBVOQ7QJtwiyKOq0UrJyz8Ff5Jvk4T5vt\\_Ug\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing/dispensation2024__;!!MOeJA3Fs6wML0Q!Hv9UicLyGPH4adtdLB1ehnRHB79Y2lc_P7ur5FT05KhqhNyc8VAS1qmzkT9_dTh6_RM0mgZtH8x9kbWIGSNNBVOQ7QJtwiyKOq0UrJyz8Ff5Jvk4T5vt_Ug$) . Alternatively, please feel welcome to contact myself, which represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer

Housing & Regeneration Department  
0208 871 8497

James.Clarke@richmondandwandsworth.gov.uk

[https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing\\_\\_;!!MOeJA3Fs6wML0Q!Hv9UicLyGPH4adtdLB1ehnRHB79Y2lc\\_P7ur5FT05KhqhNyc8VAS1qmzkT9\\_dTh6\\_RM0mgZtH8x9kbWIGSNNBVOQ7QJtwiyKOq0UrJyz8Ff5Jvk4tRxoNfw\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing__;!!MOeJA3Fs6wML0Q!Hv9UicLyGPH4adtdLB1ehnRHB79Y2lc_P7ur5FT05KhqhNyc8VAS1qmzkT9_dTh6_RM0mgZtH8x9kbWIGSNNBVOQ7QJtwiyKOq0UrJyz8Ff5Jvk4tRxoNfw$)

-----Original Message-----

From: [REDACTED]  
Sent: Monday, September 2, 2024 9:39 PM  
To: James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
Cc: [REDACTED]  
Subject: Request for documents - LON/00BJ/LDC/2024/0174

[You don't often get email from [REDACTED]. Learn why this is important at [https://urldefense.com/v3/\\_\\_https://aka.ms/LearnAboutSenderIdentification\\_\\_;!!MOeJA3Fs6wMLOQ!Hv9UlcLyGPH4adtdLB1ehnRHB79Y2lc\\_P7ur5FT05KhqhNyc8VAS1qmzkT9\\_dTh6\\_RM0mgZtH8x9kbWIGSNNBVOQ7QJtwiyKOq0UrJyz8Ff5Jvk4WmWkjWU\\$](https://urldefense.com/v3/__https://aka.ms/LearnAboutSenderIdentification__;!!MOeJA3Fs6wMLOQ!Hv9UlcLyGPH4adtdLB1ehnRHB79Y2lc_P7ur5FT05KhqhNyc8VAS1qmzkT9_dTh6_RM0mgZtH8x9kbWIGSNNBVOQ7QJtwiyKOq0UrJyz8Ff5Jvk4WmWkjWU$) ]

Dear James,

We would like to access electronic copies for the documents ref.LON/00BJ/LDC/2024/0174.

Please could you provide with the relevant documents for our response.

Thanks,

[REDACTED]



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

<b>Case reference</b>	:	<b>LON/00BJ/LDC/2024/0174</b>
<b>Properties</b>	:	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>
<b>Applicant</b>	:	<b>The Mayor and Burgesses of the London Borough of Wandsworth</b>
<b>Representative</b>	:	<b>The South London Legal Partnership (Ref: L/AGB/2616/25688)</b>
<b>Respondents</b>	:	<b>Various Leaseholders affected by electricity contract, London Borough of Wandsworth</b>
<b>Type of application</b>	:	<b>To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services</b>
<b>Legal Officer</b>	:	<b>Emmanuel Okolo</b>
<b>Date of directions</b>	:	<b>17 July 2024</b>
<b>Amended directions</b>	:	<b>Judge B MacQueen 1 August 2024</b>

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the

same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**
- (F) The Tribunal made directions on 17 July 2024 listing the matter for determination during the seven days commencing 21 October 2024, based on the documents submitted to the Tribunal, unless any party requested an oral hearing. On 29 July 2024, the Tribunal received a request from the Applicant for the date the Tribunal makes its determination to be before 30

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<sup>1</sup> See the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)

September 2024. This is because they say that the current framework agreement comes to an end on 30 September 2024 and so unless the decision is made before that date the Applicant will have to seek retrospective dispensation.

- (G) The Tribunal has considered this request and whilst it is not prepared to amend the directions to shorten the time that leaseholders who oppose the application have to reply, the Tribunal is prepared to shorten the time that the Applicant has to prepare its final bundle and so enabling the date of determination to be brought forward to the week of 23 September 2024.
- (H) In making these amended directions (shown below in red), the Tribunal is satisfied that there is no prejudice to the Respondents as the amended directions have no impact on the time afforded to them to make representations to the Tribunal.

## **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:
  - Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions and amended directions of 1 August 2024 will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions and amended directions dated 1 August 2024 they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 23 October 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.

2. Those leaseholders who oppose the application must by **18 September 2024**:
  - Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **20 September 2024**:
  - Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;
  - Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
  - Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

### **Decision**

4. The tribunal will decide the application during the seven days commencing **23 September 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on a **date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.

- A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
- Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
- Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
- **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
  - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal's case officer.**
  - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:
    - (a) the matters set out in paragraph 7 of the Guidance Note, **and**
    - (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

## Applications

9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

### **Non-Compliance with Directions**

10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”).
11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)  
Judge Bernadette MacQueen

**Date:** 17 July 2024  
1 August 2024

**Attached: Reply Form for Leaseholders**



<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

# Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

**It is important that you read the notes below carefully before you complete this form.**

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

**A fee is payable for this application (see section 13 for Help with Fees).**

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

**If you want to be sent online banking payment details by email, please tick this box**

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

**Please do not send any other documents.** When further evidence is needed, you will be asked to send it in separately.

**If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.**

If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

**1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)**

Name:

Capacity:

Address (including postcode):

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any)

Address (including postcode):

Telephone:

Day:  Mobile:

Email address:  Fax:

**2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)**

13,9656 leaseholders are affected by the electricity contract; and

668 leaseholders are affected by the gas contract.

A list of the relevant addresses is attached. Included with the application are five sample leases which are a variation of each of the different lease types for the leaseholders affected by this application.

#### 4. BRIEF DESCRIPTION OF BUILDING (*e.g.2 bedroom flat in purpose built block of 12 flats*)

Various types of properties across the Borough including flats and maisonettes in tower blocks and low rise blocks and some houses. The properties range in size from studio flats to 5 bedroom units.

3. **DETAILS OF RESPONDENT (S)** the person against whom an applicant seeks determination from the tribunal – this will only be the landlord’s managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name:

Capacity:

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**Note:** If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

5. **DETAILS OF LANDLORD** (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)**

Name of Secretary:

Address (including postcode):

Telephone:  
 Day:  Evening:  Mobile:

Email address:  Fax:

**7. DISPENSATION SOUGHT**

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?  Yes  No

If Yes, have the works started/been carried out?  Yes  No

Does the application concern a qualifying long-term agreement?  Yes  No

If Yes, has the agreement already been entered into?  Yes  No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled ' **GROUNDS FOR SEEKING DISPENSATION** '

**8. OTHER APPLICATIONS**

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?  Yes  No

If Yes, please give details

**9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?**

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.  Yes  No

**Note:** Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

## 10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.  Fast Track  Standard Track

Is there any special reason for urgency in this case?  Yes  No

If Yes, please explain how urgent it is and why:

The contracts, which are the subject of this Application, must be renewed by 1 October 2024. The Application must be determined as soon as possible to allow the Council to place the contracts in time.

In view of the number of leaseholders the Council requests a period of no less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Council's website providers to make the necessary arrangements and for all of the letters to be printed and posted.

### Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

## 11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

N/A

## 12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

NONE

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

### 13. CHECKLIST

**Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:**

A copy of the lease(s).

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

**EITHER**

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

**OR**

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

**DO NOT send cash under any circumstances. Cash payment will not be accepted.**

**Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.**

**Help with Fees**

If you think you may be entitled to a reduced fee, the guide EX160A ‘Apply for help with court, tribunal and probate fees’ outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at [www.gov.uk/help-with-court-fees](http://www.gov.uk/help-with-court-fees) or by completing the form EX160 ‘Apply for help with fees’. You can get a copy of the ‘Apply for help with fees’ form online at [www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees](http://www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees) or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 “Apply for Help with Fees” it must be included with your application.

The ‘Apply for help with fees’ form will not be copied to other parties



**14. STATEMENT OF TRUTH**

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed:

*John Scarborough*

Dated: 14 June 2024

**GROUNDS FOR SEEKING DISPENSATION**

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The Applicant is seeking further dispensation from the consultation requirements of Section 20 of the Landlord and Tenant Act 1985 which apply to the procurement of energy contracts for gas and electricity. The Council is already part of a Framework Agreement to supply gas and electricity. The gas and electricity contracts are due to renewed in October 2024 and the dispenstations already given by the Tribunal in June 2009, June 2010, August 2012 August 2016 and July 2020 would need to be extended to allow the same to continue. The Applicant will continue to be a partner in the Framework Agreement which has been developed by Local Authority South East Region (LASER). In its latest determination (LON/00AH/LVT/2020/0001) the FTT concluded that it was not practical to require the Applicant to strictly comply with the consultation requirements and that the framework represented sufficient value to service users to make dispensation reasonable.

2. Describe the consultation that has been carried out or is proposed to be carried out.

As with previous dispensation applications, the Applicant will endeavour to address any questions or concerns raised by Respondents within the FTT process and will continue to respond thereafter as part of its tenant engagement processes in any event.

3. Explain why you seek dispensation of all or any of the consultation requirements.

The Applicant seeks a total dispensation of the consultation requirements imposed by Section 20 of the Landlord and Tenant Act 1985 (as amended). Given that the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only.

In order to obtain the best electricity and gas prices for its residents, the Applicant needs to be able to act within three hours. In the circumstances, it is impracticable and impossible for the Applicant to comply with the consultation requirements imposed by the Act, which would have the perverse effect of preventing residents from getting the best possible deal for energy supply.

Please see the attached Witness Statement of herein.

## ANNEX: Addresses of Tribunal Regional Offices

### NORTHERN REGION

HM Courts & Tribunals Service

**Telephone:** 01612 379491

**Fax:** 01264 785 128

First-tier Tribunal (Property Chamber) Residential  
Property, 1<sup>st</sup> Floor, Piccadilly Exchange,  
Piccadilly Plaza, Manchester M1 4AH

**Email address:** [RPNorthern@justice.gov.uk](mailto:RPNorthern@justice.gov.uk)

**This office covers the following Metropolitan districts:** Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

**It also covers the following unitary authorities:** Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

**It also covers the following Counties:** Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

### MIDLAND REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Centre City Tower, 5-7 Hill Street,  
Birmingham, B5 4UU

**Telephone:** 0121 600 7888

**Fax:** 01264 785 122

**Email address:** [RPMidland@justice.gov.uk](mailto:RPMidland@justice.gov.uk)

**This office covers the following Metropolitan districts:** Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

**It also covers the following unitary authorities:** Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

**It also covers the following Counties:** Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

### EASTERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Cambridge County Court, 197 East Road  
Cambridge, CB1 1BA

**Telephone:** 01223 841 524

**Fax:** 01264 785 129

**Email address:** [RPEastern@justice.gov.uk](mailto:RPEastern@justice.gov.uk)

DX 97650 Cambridge 3

**This office covers the following unitary authorities:** Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

**It also covers the following Counties:** Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

### SOUTHERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Havant Justice Centre, The Court House,  
Elmleigh Road, Havant, Hants, PO9 2AL

**Telephone:** 01243 779 394

**Fax:** 0870 7395 900

**Email address:** [RPSouthern@justice.gov.uk](mailto:RPSouthern@justice.gov.uk)

**This office covers the following unitary authorities:** Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

**It also covers the following Counties:** Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

**LONDON REGION**

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, 10 Alfred Place, London WC1E 7LR

DX 134205 Tottenham Court Road 2

**This office covers all the London boroughs.**

**Telephone:** 020 7446 7700

**Fax:** 01264 785 060

**Email address:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/00BJ/LDC/2024/0174**

**Properties** : **Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth**

**Applicant** : **The Mayor and Burgesses of the London Borough of Wandsworth**

**Representative** : **The South London Legal Partnership (Ref: L/AGB/2616/25688)**

**Respondents** : **Various Leaseholders affected by electricity contract, London Borough of Wandsworth**

**Type of application** : **To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of temporary worker services**

**Legal Officer** : **Emmanuel Okolo**

**Date of directions** : **17 July 2024**

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**Communicating with the Tribunal**

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) and all communications must be copied to the other party or parties at the same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.

- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.
- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

### **Background to the Application**

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The Applicant intends to enter into a contract for the supply of gas and electricity.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that given the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only. To obtain the best electricity and gas prices for its residents, the applicant needs to be able to act within three hours. In the circumstances, it is impractical for the Applicant to comply with consultation requirements imposed by the Act and would therefore prevent the Applicant from obtaining the best possible deal for energy supply. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**

### **DIRECTIONS**

1. The Applicant landlord must by **14 August 2024**:

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<sup>1</sup> See the **Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)**

- Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 04 September 2024;
    - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
    - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after 29 November 2024.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.
2. Those leaseholders who oppose the application must by **18 September 2024**:
- Complete the attached reply form and send it by email to the tribunal; and
  - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **09 October 2024**:
- Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;

- Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
- Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

## Decision

4. The tribunal will decide the application during the seven days commencing **21 October 2024** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
  - It shall take place on **a date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.
  - A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
  - Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
  - Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
  - **Evidence from Abroad: Any party or witness.** If you or your witness intends to give oral evidence at the hearing from somewhere outside of the United Kingdom, you must:
    - 1) Follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad, which can be **obtained from the Tribunal's case officer**.
    - 2) Notify the Tribunal by email to [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk), within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming:



- (a) the matters set out in paragraph 7 of the Guidance Note, **and**
- (b) the witness's citizenship or permitted residence status in the country in question.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

- 7. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
- 8. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

### **Applications**

- 9. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1<sup>2</sup>.

### **Non-Compliance with Directions**

- 10. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").
- 11. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

**Name:** Emmanuel Okolo (Legal Officer)

**Date:** 17 July 2024

### **Attached: Reply Form for Leaseholders**

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<sup>2</sup> Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

<b>Case Reference:</b>	<b>LON/00 BJ/LDC/2024/0174</b>
<b>Property:</b>	<b>Various Properties of The Mayor and Burgesses of the London Borough of Wandsworth</b>

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative The South London Legal Partnership (Ref: L/AGB/2616/25688). Merton Civic Centre, London Road, Morden, SM4 5DX

Email address: [Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature (can be digital):</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**

**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,966 PROPERTIES

Respondents

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WITNESS STATEMENT OF JAMILA ATTA

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1. My name is Jamila Atta. I am employed by the Applicant, the London Borough of Wandsworth. My business address is the Town Hall, Wandsworth High Street, Wandsworth, London, SW18 2PU
2. I am the Energy and Sustainability Manager within the Property Services Team which is part of the Applicant's Housing and Regeneration Directorate. I report to Adele Casey who is the Head of the Facilities Management. My responsibilities include managing the Applicant's energy contracts. I am authorised to make this witness statement on behalf of the Applicant.
3. There is now produced and shown to me marked **JA1** a paginated bundle of documents to which I shall refer in this witness statement. This statement has been prepared based on information provided by email correspondence and over the telephone. I have read the contents, made necessary amendments and confirm the content is accurate.
4. I make this witness statement in support of the Applicant's application for a further dispensation with consultation requirements in relation to electricity and gas contracts which the Applicant wishes to place. The applications relating to gas are for dispensation of the consultation requirements contained in Section 20 of the Landlord and Tenant Act 1985. In the context of the Respondents' properties, gas is used for communal heating and hot water supplies. The application in respect of electricity is also for dispensation of the consultation requirements in Section 20 of the Landlord and Tenant Act 1985, in relation to electricity supplied as part of service charges and re-charged to leaseholders. The basis for the application is substantially the same as those that have been made previously by the Applicant.
5. The Applicant has made five previous applications to the Tribunal for dispensation relating to these contracts as follows:-
  - Application dated 16<sup>th</sup> March 2009 (for gas) decision 2<sup>nd</sup> June 2009
  - Application dated 9<sup>th</sup> February 2010 (for electricity) decision 16<sup>th</sup> June 2010
  - Application dated 31<sup>st</sup> May 2012 (for electricity and gas) decision 22<sup>nd</sup> August 2012
  - Application dated 7<sup>th</sup> September 2016 (for electricity and gas) decision 7<sup>th</sup> September 2016

- Application dated 1<sup>st</sup> April 2020 (for electricity and gas) decision 30<sup>th</sup> July 2020
6. Having considered reasonableness afresh on every occasion, the Tribunal granted the Applicant dispensation in each case and the Applicant entered into a Framework Agreement for the supply of gas and electricity as a result of the same. Copies of the decisions in these applications under references LON/00BJ/LDC/2009-2012, LON/00BJ/LDC/2010/0017, LON/00BJ/LDC/2012/0061 LON/00BJ/LDC/2016/0051 and LON/00AH/LVT/2020/001 are exhibited at **pages 1 to 42 of “JA1”**.
  7. The 1985 Act requires landlords to consult with leaseholders before entering into a qualifying long-term agreement of more than 12 months. If the consultation requirements are not satisfied, then the landlord’s ability to recover contributions from the leaseholders will be restricted unless the Tribunal makes an order dispensing with the consultation requirements.
  8. Fuel contracts fall under the definition of a “*qualifying long term agreement*” within the 1985 Act where they exceed 1 year and the contribution from any one leaseholder might exceed £100 per year. As the Tribunal will be aware, given the increasing cost of energy, any contract into which the Applicant entered would exceed this threshold.
  9. In 2015, the Office of Government Commerce, (which later became part of the Efficiency and Reform Group within the Cabinet Office), recommended that all Public Sector bodies buy energy through a central purchasing body (CPB) which would offer a flexible, risk managed framework, managed by experts to improve the way the Public Sector purchases energy.
  10. The Applicant has selected LASER (owned by Kent County Council) as the preferred CPB for the 2024-28 contract. LASER work with over 200 public bodies in the UK, collectively purchasing on average £1.5 billion of gas, electricity and water annually on behalf of around 85,000 end users. As energy markets and customer requirements evolve, LASER continues to develop and introduce services that help the public sector to manage costs, reduce carbon and meet evolving legislative requirements. LASER provides the aggregated, flexible, and risk-managed approach recommended by Government, and expertise in energy-buying for local authorities.
  11. The current Framework Agreement for both the gas and electricity contracts expires on 30 September 2024 and must be renewed for the period from 1 October 2024 to 30 September 2028. As such, the Applicant is required to make a further application for dispensation from the requirements of Section 20 of the Landlord and Tenant Act 1985 (“the 1985 Act”). The renewal consists of an Access Agreement with the Central Purchasing Body and Call-Off contracts with the Suppliers. The Applicant has considered the costs incurred under LASER and remains firmly of the view that the purchasing power under the framework agreement provides the best value for the thousands of clients that the Applicant serves.
  12. Since the last contract renewal was agreed in 2020, wholesale utilities market prices have increased significantly. Prices have peaked over 150% higher than they were before 2020, with the combination of strong natural gas and carbon prices continuing to support these unprecedented increases. Whilst the short-term view from our analysis is for electricity and gas prices to continue softening in April 2023, a recent report from KPMG’s Chief Economist released a warning about energy costs remaining elevated for the next 5 to 10 years due to the added costs of transitioning to net zero. This will be due to factors such as grid balancing and storage risks, declining North Sea production, demand/competition from/with EU/China around

LNG and the continued reliance on Combined Cycle Gas Turbine / CCGT generation for UK's power.

13. Under the current contracts with the Applicant, LASER uses a "Purchase in Advance" model to procure gas and electricity meaning that energy is purchased in large blocks up to 12 months in advance; this increases certainty in energy pricing and reduces the risk and impact of recent extreme volatility of the energy markets on consumers. As a result of procuring energy through the Applicant's chosen framework, the Applicant expects to pay lower unit costs for gas and electricity than compared with national average energy costs.
14. Under the purchase in advance framework agreement, energy is bought over a period of time, before the start of the annual period. As such, the price is fixed for the year and not subject to percentage increases at minimal notice as applicable to the domestic market. The Applicant takes the view that price certainty is in the interests of all of the Respondents and is a significant factor in the reasonableness of the grant of dispensation.
15. To keep the forward purchasing window of aggregated quantities intact, participating organisations have been required to commit to the next four-year term, to enable energy to be procured into future years. The requirement to purchase aggregated volumes immediately, when the market is seen as offering value, means that it is not possible to comply with statutory requirements within the time scale. Accordingly, the applicant is making this application to the Tribunal to dispense with the consultation requirements in relation to particular energy contracts. The Tribunal has the power to dispense with all or any of the consultation requirements, if satisfied that it is reasonable to do so. The Applicant respectfully maintains that it remains reasonable to dispense with the consultation requirements under s.20.

#### **Gas Supply for Communal Heating and Hot Water Supplies**

15. There are 668 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of heating and hot water from a communal boiler system. The cost of gas used by these bodies/parties forms part of the heating and hot water charge.
16. Procurement of the Applicant's gas supplies was assigned to Purchase In Advance flexible framework contracts on 1st October 2009. The current flexible supplier is Total Gas and Power who is also the proposed supplier from October 2024.

#### **Electricity**

17. There are 13,968 leaseholders in the London Borough of Wandsworth who are required to pay for the provision of electricity through their service charges.
18. Similar to the provision of gas, all electricity contracts aligned with the 1 October 2009 flexible framework entry date were assigned to Purchase in Advance agreements at that time. The current flexible supplier is NPower who it is proposed will continue to be the supplier from October 2024.

#### **Performance**

19. The Applicant has been a part of the framework agreement since 1 October 2009 and the agreement has been found to be very effective in mitigating the effects of a changeable energy market. Historically, price benchmarking has proved very difficult due to commercial confidentiality, but the table below demonstrates the contract performance against market average prices. While I am unable to comment as an independent expert in the field, I am of the view from my experience and the information set out, below, that the framework agreement

has been a significant benefit to persons in the Respondents' position. Further the dispensation with consultation requirements on such a huge scale has itself resulted in savings to tenants.

### Electricity Prices

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	14.9847	18.73259929	-20%
Oct 22-Sep 23	28.5106	54.86605505	-48%
Oct 23-Sep 24	29.7435	27.73107031	7%

In terms of electricity, over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 20% lower than the market average.

### Gas Prices

Period	Achieved Price (£/kWh)	Market Average (£/kWh)	Percentage Difference
Oct 21-Sep 22	2.0719	5.427383388	-62%
Oct 22-Sep 23	8.6120	18.03816877	-52%
Oct 23-Sep 24	7.4316	8.412954327	-12%

When looking into gas prices, we see significant benefits through LASER's framework. Over the past three years, on average, the pence per kWh unit cost secured under LASER's Purchase in Advance Price has been approximately 42% lower than the market average.

20. Between 2020 – 2024 LASER's flexible frameworks have reduced the applicant's total energy spend by £5.3m per annum on an expenditure of approx. £7.8m for electricity and £3.9m for gas.

This confirms:

<b>LASER's current flexible frameworks have achieved significant cost avoidance for London Borough of Wandsworth:</b>	<b>Avoided Cost £/pa</b>
LASER's purchasing performance - the prices achieved by LASER since the commencement of the framework are lower than the average market prices over this period.	£4.8m
Lower Supplier Management Fees - reduced fees from your gas and electricity suppliers compared to buying as a stand-alone customer.	£387.2k
Shaping Benefits - aggregating the volumes of multiple customers flattens the overall usage profile, allowing our traders to purchase at a lower price.	£39.3k
Entire Market Pricing - when LASER submits a bid to buy a block of energy, our suppliers are compelled to put this bid into the open market. This means we receive the lowest price anyone in the entire market is prepared to offer.	£19.3k
Flexibility of Trading - our large energy purchase volumes mean we can buy larger blocks of energy over the market, which come at a discount to buying smaller blocks of energy.	£7.5k

Volume Tolerance - LASER's volume tolerances apply at the aggregated customer level (rather than individual customer level) minimising the risk of load variance penalties. As an example, no penalties were incurred for reduced usage during Covid.	£3.3k
Transparency of pricing – LASER validates supplier’s flexible prices and corrects any errors prior to opening bills being issued for each pricing period.	£72.6k

**Consultation**

22. The Applicant is aware that it is required to give notice of its intention to make such an application to the Tribunal, to affected leaseholders.
23. 13,968 leaseholders will be affected by this application, and the Applicant requests the consultation for the current application to be by way of a single page letter as the previous dispensation sought in 2020 which is sent to all leaseholders
  - setting out details of the application; and
  - informing them that a copy of the application with all the relevant documents is available on the Applicant’s website; and
  - informing the leaseholders that directions have been made by the Tribunal that have been published on the Applicant’s website; and
  - providing that any leaseholder may respond to the application with copies of their response also being sent to the Applicant; and
  - advising leaseholders that copies of the application documents can be provided to them on request either in electronic format or as hard copies; and
  - providing contact details (telephone and email) in the event that any leaseholder wishes to speak to an officer of the Applicant or make any comments.

In the event that the Tribunal continues its previously-approved practice and gives directions for the conduct of this application without the need for a hearing, I would respectfully request that the Applicant is given a period of not less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Applicant’s website providers to make the necessary arrangements.

27. Under the framework agreement with LASER for the pricing period 1 October 2020 to 30 September 2024, the average unit rate cost p/kWh for gas to the Applicant’s entire estate is 4.8643 p/kWh. During this pricing period, the customer rebate is between 0.034 p/kWh and 0.085 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is either £139.52 or £239.67 per supply annually. These charges differ because different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

The cost for electricity over the same pricing period -1 October 2020 to 30 September 2024- averages at 20.1924 p/kWh. During this pricing period, the customer rebate is between 0.085 and 0.115 p/kWh payable to the Applicant. In terms of the fee payable by the Applicant to LASER, this is between £71.71 and £576.55 per supply annually. These charges differ because

different meter types/sizes have differing associated with their management. This includes standing charge and climate change levy (CCL).

28. The average unit rate costs set out above have been provided by LASER's energy bureau services. The customer rebate payable to the Applicant have been obtained from yearly pricing documents sent to the Applicant by LASER during the start of each contractual year, i.e. October of each year. The fee payable by the applicant is obtained from the access agreement set between the Applicant and LASER during the 2020 – 2024 pricing period. For reasons of confidentiality and data protection, copies of the spreadsheets are not exhibited to this witness statement but will be made available for the Tribunal's inspection, if required. The Tribunal may, in any event, consider that the relative cost of energy supply to non-comparable service-users is not relevant to the exercise of its discretion in this application.
29. The fees paid by the Applicant or payments received by the Applicant in respect of the energy supplies are as in paragraphs 27 and 28.
30. The London Public Sector Centre of Expertise, the London Energy Project ("LEP"), which was a public sector shared intelligent service of authorities that manage energy category development and supplier relationships previously carried out a value for money assessment of LASER in a report prepared for the authorities in December 2015. In this report LASER is rated as "good" for electricity and "effective" for gas prices. One of the report's key findings is that *"aggregated, flexible, risk managed (Flex) procurement was effective in controlling commodity costs and continues to be the most appropriate price risk management strategy currently available"*. The LEP also went on to state that fixed term, fixed price contracts (which were used by the Applicant prior to entering into the purchase in advance flexible framework with LASER) were not effective in controlling costs and present a medium financial risk.

Statement of Truth

I believe that the facts stated in this Witness Statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed j ' Ń ğ' ê '

Dated 12<sup>th</sup> June 2024

**IN THE PROPERTY CHAMBER**

**RESIDENTIAL PROPERTY**



**BETWEEN:**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

Applicant

- and -

THE LEASEHOLD OWNERS OF 13,968 PROPERTIES

Respondents

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EXHIBIT JA1 TO WITNESS STATEMENT OF JAMILA ATTA

\_\_\_\_\_

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 18 September 2024 14:57  
**To:** James Clarke  
**Subject:** [REDACTED]  
**Attachments:** WBC Energy consultation dispensation.docx; Dispensation Application.pdf

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**From:** James Clarke  
**Sent:** Wednesday, September 18, 2024 1:58 PM  
**To:** [REDACTED]  
**Subject:** [REDACTED] - LON/00BJ/LDC/2024/0174

Dear [REDACTED],

Thank you for your email dated 3 September 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, thank you for taking the time to assess the application and I note that you do not object to the grounds on which the council has made this application to the Tribunal. However, I do note that you have objected in view of wording used within the application as follows, *'To dispense with the requirement to consult leaseholders about a long term agreement for the supply of temporary worker services'*.

Having clarified this matter with our legal representative in this case, I note that this is taken from the first page of the Directions document. Overall, I would advise that this is a document produced by the Tribunal independently of the council and then provided to the council to act upon, as such the Directions document does not form part of the council's Application to dispense with consultation requirements.

I can advise that as part of this process your email together with the attached document and the response from myself will be provided to the Tribunal to review as part of their assessment of the council's application. Furthermore, I hope the above proves constructive and should you require any further information in regards to the application please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** 03 September 2024 10:38  
**To:** Audrey Graham-Bolt <[Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)>  
**Cc:** [REDACTED] >  
**Subject:** Re: LON/00BJ/LDC/2024/0174

Dear Audrey.

Thanks for the link. Please find my objection attached.

Regards.

[REDACTED]

On 2 Sep 2024, at 09:54, Audrey Graham-Bolt <[Audrey.Graham-Bolt@merton.gov.uk](mailto:Audrey.Graham-Bolt@merton.gov.uk)> wrote:

Dear [REDACTED]

Please see link below

<https://wandsworth.gov.uk/housing/dispensation2024>

This will take you to the Wandsworth Council website page concerning the application. If you scroll down to the link entitled Directions gas and electricity a copy of the form can be found there.

Kind Regards

Mrs Audrey Graham Bolt  
*Senior Lawyer*

***Dispute Resolution & Compliance Team***  
*Litigation · Housing · Enforcement · Licensing*

South London Legal Partnership  
Merton Civic Centre, London Road, Morden, SM4 5DX  
DX: 161030 Morden 3

DIRECT: 020 8274 5246  
MOBILE: 07970 213897

<image001.png><image002.png>

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**From:** [REDACTED]  
**Sent:** 01 September 2024 21:09

To: Audrey Graham-Bolt <[audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk)>

Cc: [REDACTED]

Subject: LON/00BJ/LDC/2024/0174

Dear Audrey.

Could you please send me the link to the objection form in this case.

Thanks.

[REDACTED]

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Please view the council's privacy notice at <https://www.merton.gov.uk/legal/privacy-and-cookies>

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I don't object to WBC being able to respond to rapidly moving energy deals without consultation.

However I do object to the wording of the application –

'To dispense with the requirement to consult leaseholders about a long term agreement for the supply of temporary worker services'

There is no mention in this sentence that limits its use specifically to energy supply.

What are 'temporary worker services' ? There also seems to be a contradiction in terms – You are asking for a long term agreement of temporary worker services ?

This blanket application could be used to provide any worker service without recourse to leaseholder consultation or agreement. We could see gardening, plumbing, locksmiths service contracts etc. being awarded without consultation, so to dispense with this right is wrong & unfair.

It also breaches all previous leaseholder rights enshrined in the standard WBC lease.

So, on these grounds I vehemently object to this application & require it to be re-submitted with the correct wording, limiting the use specifically to energy supply.

# Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

**It is important that you read the notes below carefully before you complete this form.**

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

**A fee is payable for this application (see section 13 for Help with Fees).**

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

**If you want to be sent online banking payment details by email, please tick this box**

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

**Please do not send any other documents.** When further evidence is needed, you will be asked to send it in separately.

**If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.**

If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

**1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)**

Name:

Capacity:

Address (including postcode):

Address for correspondence (if different from above):

DX: 161030 Morden 3

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any)

Address (including postcode):

DX: 161030 Morden 3

Telephone:

Day:  Mobile:

Email address:  Fax:

**2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)**

13,9656 leaseholders are affected by the electricity contract; and

668 leaseholders are affected by the gas contract.

A list of the relevant addresses is attached. Included with the application are five sample leases which are a variation of each of the different lease types for the leaseholders affected by this application.

#### 4. BRIEF DESCRIPTION OF BUILDING (*e.g.2 bedroom flat in purpose built block of 12 flats*)

Various types of properties across the Borough including flats and maisonettes in tower blocks and low rise blocks and some houses. The properties range in size from studio flats to 5 bedroom units.



3. **DETAILS OF RESPONDENT (S)** the person against whom an applicant seeks determination from the tribunal – this will only be the landlord’s managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name:

Capacity:

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**Note:** If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

5. **DETAILS OF LANDLORD** (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)**

Name of Secretary:

Address (including postcode):

Telephone:  
 Day:  Evening:  Mobile:

Email address:  Fax:

**7. DISPENSATION SOUGHT**

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?  Yes  No

If Yes, have the works started/been carried out?  Yes  No

Does the application concern a qualifying long-term agreement?  Yes  No

If Yes, has the agreement already been entered into?  Yes  No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled ' **GROUNDS FOR SEEKING DISPENSATION** '

**8. OTHER APPLICATIONS**

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?  Yes  No

If Yes, please give details

**9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?**

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.  Yes  No

**Note:** Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

**10. TRACK PREFERENCES**

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.  Fast Track  Standard Track

Is there any special reason for urgency in this case?  Yes  No

If Yes, please explain how urgent it is and why:

The contracts, which are the subject of this Application, must be renewed by 1 October 2024. The Application must be determined as soon as possible to allow the Council to place the contracts in time.

In view of the number of leaseholders the Council requests a period of no less than 21 days between the date of the directions order and the date for publication of details of the application and the directions on its website to ensure that there is sufficient time for the Council's website providers to make the necessary arrangements and for all of the letters to be printed and posted.

**Note**

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

**11. AVAILABILITY**

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

N/A

**12. VENUE REQUIREMENTS**

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

NONE

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

### 13. CHECKLIST

**Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:**

A copy of the lease(s).

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

**EITHER**

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

**OR**

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

**DO NOT send cash under any circumstances. Cash payment will not be accepted.**

**Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.**

**Help with Fees**

If you think you may be entitled to a reduced fee, the guide EX160A ‘Apply for help with court, tribunal and probate fees’ outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at [www.gov.uk/help-with-court-fees](http://www.gov.uk/help-with-court-fees) or by completing the form EX160 ‘Apply for help with fees’. You can get a copy of the ‘Apply for help with fees’ form online at [www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees](http://www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees) or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 “Apply for Help with Fees” it must be included with your application.

The ‘Apply for help with fees’ form will not be copied to other parties

**14. STATEMENT OF TRUTH**

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed:

*John Scarborough*

Dated: 14 June 2024

**GROUNDS FOR SEEKING DISPENSATION**

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The Applicant is seeking further dispensation from the consultation requirements of Section 20 of the Landlord and Tenant Act 1985 which apply to the procurement of energy contracts for gas and electricity. The Council is already part of a Framework Agreement to supply gas and electricity. The gas and electricity contracts are due to renewed in October 2024 and the dispenstations already given by the Tribunal in June 2009, June 2010, August 2012 August 2016 and July 2020 would need to be extended to allow the same to continue. The Applicant will continue to be a partner in the Framework Agreement which has been developed by Local Authority South East Region (LASER). In its latest determination (LON/00AH/LVT/2020/0001) the FTT concluded that it was not practical to require the Applicant to strictly comply with the consultation requirements and that the framework represented sufficient value to service users to make dispensation reasonable.

2. Describe the consultation that has been carried out or is proposed to be carried out.

As with previous dispensation applications, the Applicant will endeavour to address any questions or concerns raised by Respondents within the FTT process and will continue to respond thereafter as part of its tenant engagement processes in any event.

3. Explain why you seek dispensation of all or any of the consultation requirements.

The Applicant seeks a total dispensation of the consultation requirements imposed by Section 20 of the Landlord and Tenant Act 1985 (as amended). Given that the fuel procurement process in an increasingly volatile market is such that suppliers submit prices on the basis that they can be withdrawn at short notice, offers may be available for a few hours only.

In order to obtain the best electricity and gas prices for its residents, the Applicant needs to be able to act within three hours. In the circumstances, it is impracticable and impossible for the Applicant to comply with the consultation requirements imposed by the Act, which would have the perverse effect of preventing residents from getting the best possible deal for energy supply.

Please see the attached Witness Statement of herein.

## ANNEX: Addresses of Tribunal Regional Offices

### NORTHERN REGION

HM Courts & Tribunals Service

**Telephone:** 01612 379491

**Fax:** 01264 785 128

First-tier Tribunal (Property Chamber) Residential  
Property, 1<sup>st</sup> Floor, Piccadilly Exchange,  
Piccadilly Plaza, Manchester M1 4AH

**Email address:** [RPNorthern@justice.gov.uk](mailto:RPNorthern@justice.gov.uk)

**This office covers the following Metropolitan districts:** Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

**It also covers the following unitary authorities:** Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

**It also covers the following Counties:** Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

### MIDLAND REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Centre City Tower, 5-7 Hill Street,  
Birmingham, B5 4UU

**Telephone:** 0121 600 7888

**Fax:** 01264 785 122

**Email address:** [RPMidland@justice.gov.uk](mailto:RPMidland@justice.gov.uk)

**This office covers the following Metropolitan districts:** Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

**It also covers the following unitary authorities:** Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

**It also covers the following Counties:** Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

### EASTERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Cambridge County Court, 197 East Road  
Cambridge, CB1 1BA

**Telephone:** 01223 841 524

**Fax:** 01264 785 129

**Email address:** [RPEastern@justice.gov.uk](mailto:RPEastern@justice.gov.uk)

DX 97650 Cambridge 3

**This office covers the following unitary authorities:** Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

**It also covers the following Counties:** Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

### SOUTHERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Havant Justice Centre, The Court House,  
Elmleigh Road, Havant, Hants, PO9 2AL

**Telephone:** 01243 779 394

**Fax:** 0870 7395 900

**Email address:** [RPSouthern@justice.gov.uk](mailto:RPSouthern@justice.gov.uk)

**This office covers the following unitary authorities:** Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

**It also covers the following Counties:** Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

**LONDON REGION**

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, 10 Alfred Place, London WC1E 7LR

DX 134205 Tottenham Court Road 2

**This office covers all the London boroughs.**

**Telephone:** 020 7446 7700

**Fax:** 01264 785 060

**Email address:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.



[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 18 September 2024 14:59  
**To:** James Clarke  
**Subject:** [REDACTED]

-----Original Message-----

**From:** James Clarke  
**Sent:** Wednesday, September 18, 2024 1:50 PM  
**To:** [REDACTED]  
**Subject:** [REDACTED] - H/LP/JC/Dispensation2024

Dear [REDACTED]

Thank you for your email dated today, in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. Furthermore, I am sorry to learn of the delay in you receiving this correspondence.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only. For background, this application was also made 4 years ago and 4 years prior to that and so on, with the council's procurement contracts with suppliers for energy to serve the communal areas of blocks spanning 4-year periods. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity and/or gas (where applicable) within your block, this powers elements such as the communal lighting and door entry systems, of which you already pay a contribution via your annual service charge.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. The idea in dispensing with consultation requirements on this occasion only, would be to ensure we enter into a further long-term agreement with our supplier, therefore continuing to provide the council with access to the most competitive prices available whilst also offering longer-term security.

As you may be aware from past consultation processes, these can span many months in total and the practicalities of doing so in this case would prove challenging, not least because it involves approximately 14,000 leaseholders. Furthermore, if the council were to write to all leaseholders with a Notice including estimated prices for their respective block or building, by the time the consultation period of 30 days had passed, the initial prices provided would effectively be null and void as prices would have changed in that time. The fuel procurement process involved is within the context of an increasingly volatile market and prices change on a daily if not hourly basis, and by dispensing with consultation requirements the council's supplier is able to react immediately throughout the term of the contract to secure the lowest available rates. In the circumstances, it is impracticable for the council to comply with consultation requirements and this would likely have the negative effect of preventing residents from getting the best possible deal for energy supply.

This is no reflection as to the process moving forward, whereby the council will continue to consult with leaseholders on all major schemes, although the above is all with the intention to provide security and keep electricity costs as low as possible and in turn keep leaseholder contributions to this as low as possible over the long-term.

If you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by following the instructions as detailed on the council's website via [https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing/dispensation2024\\_\\_;!!MOeJA3Fs6wML0Q!CDTLaZ\\_6sGyH-LvXxcOGKyqSaxG3TzR2N0kEc32v0J3A98YUyg5s3EP6y62ZNdeeukVDg6O2YrQhpGzhqlsKaavhecmdiubOswJe6RdhwHQ\\_QrmtY2LMfIQ\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing/dispensation2024__;!!MOeJA3Fs6wML0Q!CDTLaZ_6sGyH-LvXxcOGKyqSaxG3TzR2N0kEc32v0J3A98YUyg5s3EP6y62ZNdeeukVDg6O2YrQhpGzhqlsKaavhecmdiubOswJe6RdhwHQ_QrmtY2LMfIQ$) , where you will also have access to the form, although you are only required to complete the form should you wish to oppose the application. I would advise that the deadline for submitting objections is today. Alternatively, you contacting me directly represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive, and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer

Housing & Regeneration Department  
0208 871 8497

[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)

[https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing\\_\\_;!!MOeJA3Fs6wML0Q!CDTLaZ\\_6sGyH-LvXxcOGKyqSaxG3TzR2N0kEc32v0J3A98YUyg5s3EP6y62ZNdeeukVDg6O2YrQhpGzhqlsKaavhecmdiubOswJe6RdhwHQ\\_QrmtTvOe6dc\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing__;!!MOeJA3Fs6wML0Q!CDTLaZ_6sGyH-LvXxcOGKyqSaxG3TzR2N0kEc32v0J3A98YUyg5s3EP6y62ZNdeeukVDg6O2YrQhpGzhqlsKaavhecmdiubOswJe6RdhwHQ_QrmtTvOe6dc$)

-----Original Message-----

From: [REDACTED]  
Sent: Wednesday, September 18, 2024 11:30 AM  
To: James Clarke <[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)>  
Subject: H/LP/JC/Dispensation2024

[You don't often get email from [REDACTED]. Learn why this is important at [https://urldefense.com/v3/\\_\\_https://aka.ms/LearnAboutSenderIdentification\\_\\_;!!MOeJA3Fs6wML0Q!CDTLaZ\\_6sGyH-LvXxcOGKyqSaxG3TzR2N0kEc32v0J3A98YUyg5s3EP6y62ZNdeeukVDg6O2YrQhpGzhqlsKaavhecmdiubOswJe6RdhwHQ\\_Qrmt60MwZTw\\$](https://urldefense.com/v3/__https://aka.ms/LearnAboutSenderIdentification__;!!MOeJA3Fs6wML0Q!CDTLaZ_6sGyH-LvXxcOGKyqSaxG3TzR2N0kEc32v0J3A98YUyg5s3EP6y62ZNdeeukVDg6O2YrQhpGzhqlsKaavhecmdiubOswJe6RdhwHQ_Qrmt60MwZTw$) ]

To whom it is concerned.

I am the leaseholder of [REDACTED]

I live abroad and only received this communication last week with no form attached, only the cover letter.

Can you please attach it via email and possibly grant me two extra days to complete it.

Please use this email address for any future communication.

Thanks

--  
[REDACTED]

[REDACTED]

[REDACTED]

https://urldefense.com/v3/\_\_https://eur01.safelinks.protection.outlook.com/?url=http\*3A\*2F\*2Fwww.orangesalut  
e.com\*2F&data=05\*7C02\*7Cjames.clarke\*40richmondandwandsworth.gov.uk\*7C1c333ae279104b464e4208dcd7c  
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Q\_QrmtSzLybro\$

[REDACTED]

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 13 September 2024 17:27  
**To:** [REDACTED]  
**Subject:** RE: [REDACTED]

Dear [REDACTED]

Thank you for your email dated 13 September 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. I am just writing to provide some further clarification on the matter.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only. For background, this application was also made 4 years ago and 4 years prior to that and so on, with the council's procurement contracts with suppliers for energy to serve the communal areas of blocks spanning 4-year periods. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity and/or gas (where applicable) within your block, this powers elements such as the communal lighting and door entry systems, of which you already pay a contribution via your annual service charge.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. The idea in dispensing with consultation requirements on this occasion only, would be to ensure we enter into a further long-term agreement with our supplier as they can provide access to the most competitive prices available whilst also offering long-term security.

As you may be aware from past consultation processes, these can span many months in total and the practicalities of doing so in this case would prove challenging, not least because it involves approximately 14,000 leaseholders. Furthermore, if the council were to write to all leaseholders with a Notice including estimated prices for their respective block or building, by the time the consultation period of 30 days had passed, the initial prices provided would effectively be null and void as prices would have changed in that time. The fuel procurement process involves an increasingly volatile market and prices change on a daily if not hourly rate, and by dispensing with consultation requirements the council's supplier is able to react immediately throughout the term of the contract to secure the lowest rates. In the circumstances, it is impracticable for the council to comply with consultation requirements and this may lead to negative effects in preventing residents from getting the best possible deal for energy supply.

This is no reflection as to the process moving forward, whereby the council will continue to consult with leaseholders on all major schemes, although the above is all with the intention to provide security and keep electricity costs as low as possible and in turn keep leaseholder contributions to this as low as possible over the long-term.

I hope the above response proves constructive, and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department

0208 871 8497

James.Clarke@richmondandwandsworth.gov.uk

[https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing\\_\\_;!!MOeJA3Fs6wML0Q!CDTLaZ\\_6sGyH-LvXxcOGKyq\\$axG3TzR2N0kEc32v0J3A98YUyg5s3EP6y62ZNdeeukVDg6O2YrQhpGzhqlsKaavhecmdiubOswJe6RdhwhQ\\_QrmtTvOe6dc\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing__;!!MOeJA3Fs6wML0Q!CDTLaZ_6sGyH-LvXxcOGKyq$axG3TzR2N0kEc32v0J3A98YUyg5s3EP6y62ZNdeeukVDg6O2YrQhpGzhqlsKaavhecmdiubOswJe6RdhwhQ_QrmtTvOe6dc$)

-----Original Message-----

From: [REDACTED]  
Sent: Friday, September 13, 2024 12:38 PM  
To: James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
Subject: [REDACTED]

[You don't often get email from [REDACTED] Learn why this is important at [Dear James,](https://urldefense.com/v3/__https://aka.ms/LearnAboutSenderIdentification__;!!MOeJA3Fs6wML0Q!CDTLaZ_6sGyH-LvXxcOGKyq$axG3TzR2N0kEc32v0J3A98YUyg5s3EP6y62ZNdeeukVDg6O2YrQhpGzhqlsKaavhecmdiubOswJe6RdhwhQ_Qrmt60MwZTw$ ]</a></p></div><div data-bbox=)

I hope this email finds you well my name is [REDACTED] I am the leaseholder of [REDACTED]. I have just received a letter from yourself in the post yesterday (12/09/2024) regarding the dispensation of all or any of the consultation requirements. I also received a letter stating there was a problem with my email address and that I did not receive this notice in the correct timeframe. Upon reading the letter I am aware the response time for the online application is over due the 04/09/2024. I am enquiring if a hardcopy of the application can be sent via email to this address.

My understanding of this application is the renewal of the heating and gas systems in the communal block of flats, would this be correct?. I would appreciate a reply of clarification for myself as I am unfamiliar with the laws of first tier tribunal property chamber. Thank you.

Kind regards,

[REDACTED]

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 17 September 2024 10:54  
**To:** James Clarke  
**Subject:** [REDACTED]

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**From:** James Clarke  
**Sent:** Tuesday, September 17, 2024 10:49 AM  
**To:** [REDACTED]  
**Subject:** RE: The Renewal of Procurement Contracts for the Supply of Electricity In Communal Areas Form.

Dear [REDACTED]

Thank you for your email dated 15 September 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. I am just writing to provide some further information and clarification on the matter.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough a full consultation would prove challenging and as such, we have asked that the usual consultation process is put to one side. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity within your block, this powers elements such as the communal lighting and door entry system, of which you already pay a contribution via your annual service charge.

By entering into a further long-term agreement we can ensure that we have access to the most competitive prices available and also provide security over the long-term. To reiterate, this only relates to communal services, with only electricity supply applicable to the majority of blocks. This is all done with the intention to access the best possible energy prices and therefore ensure leaseholder contributions via the service charges are as low as possible in the future.

If you are content with the above information there is no further action for you to take. However, if you wish to oppose the council's application to the Tribunal to dispense with consultation requirements in this case, you can do so by following the instructions provided on the original letter and as detailed on the council's website via <http://www.wandsworth.gov.uk/housing/dispensation2024>. Alternatively, you contacting me directly represents a 'response' to the application which we will compile for the Tribunal to review.

I hope the above response proves constructive and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** 15 September 2024 21:37  
**To:** London RAP <[London.Rap@Justice.gov.uk](mailto:London.Rap@Justice.gov.uk)>; Audrey Graham-Bolt <[audrey.graham-bolt@merton.gov.uk](mailto:audrey.graham-bolt@merton.gov.uk)>  
**Subject:** The Renewal of Procurement Contracts for the Supply of Electricity In Communal Areas Form.

Dear James  
Case Reference: -Lon/00BJ/LDC/2024/0174  
.I received a letter from you about the First Tier Tribunal Property Chamber (Residential Property) for permission .  
I am writing to regarding , can you send me Council leaseholders benefit from lighting provided in communal areas form. Please  
I am apologising my language barrier.  
Thanks.  
Regards

[REDACTED]

Sent from [Outlook for iOS](#)

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Please view the council's privacy notice at <https://www.merton.gov.uk/legal/privacy-and-cookies>

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 17 September 2024 10:51  
**To:** [REDACTED]  
**Subject:** [REDACTED] - H/LP/JC/Dispensation2024 Query

Dear [REDACTED]

Thank you for your email dated 16 September 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I wish to allay any concerns and can confirm that this action by the council does not represent any works that will taking place to your block nor any additional charge to leaseholders, and no further action is required on your part if you are satisfied with the contents of the letter. The purpose of the letter is to advise all leaseholders across the borough that the council has applied to the First Tier Tribunal to allow the council to dispense with the usual consultation requirements as set out in Section 20 of the Landlord and Tenant Act 1985, on this occasion only. For background, this application was also made 4 years ago and 4 years prior to that and so on, with the council's procurement contracts with suppliers for energy to serve the communal areas of blocks spanning 4-year periods. This will allow the council to re-enter into a long-term agreement with our supplier in order that we can serve the communal electricity and/or gas (where applicable) within your block, this powers elements such as the communal lighting and door entry systems, of which you already pay a contribution via your annual service charge. The idea in taking this route again is to try to ensure future leaseholder contributions towards communal energy supplies are kept as low as possible.

For context, when the council undertakes major works schemes which you may have experienced previously, we undertake a two-stage consultation with leaseholders as per our legal requirements. However, in this case in respect to the renewal of a procurement contract for energy supply for the borough we have asked that the usual consultation process is put to one side. The idea in dispensing with consultation requirements on this occasion only, would be to ensure we enter into a further long-term agreement with our supplier, therefore continuing to provide the council with access to the most competitive prices available whilst also offering longer-term security. When looking to renew the borough's communal energy contract, the Energy and Sustainability team will also consult independent experts in the field.

As you may be aware from past consultation processes, these can span many months in total and the practicalities of doing so in this case would prove challenging, not least because it involves approximately 14,000 leaseholders. Furthermore, if the council were to write to all leaseholders with a Notice including estimated prices for their respective block or building, by the time the consultation period of 30 days had passed, the initial prices provided would effectively be null and void as prices would have changed in that time. The fuel procurement process involved is within the context of an increasingly volatile market and prices change on a daily if not hourly basis, and by dispensing with consultation requirements the council's supplier is able to react immediately throughout the term of the contract to secure the lowest available rates. In the circumstances, it is impracticable for the council to comply with consultation requirements and this would likely have the negative effect of preventing residents from getting the best possible deal for energy supply.

This is no reflection as to the process moving forward, whereby the council will continue to consult with leaseholders on all major schemes, although the above is all with the intention to provide security and keep electricity costs as low as possible and in turn keep leaseholder contributions to this as low as possible over the long-term.

I hope the above response proves constructive, and should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)





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**From:** [REDACTED]  
**Sent:** Monday, September 16, 2024 5:22 PM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** H/LP/JC/Dispensation2024 Query

You don't often get email from [REDACTED]. [Learn why this is important](#)

Hi James,

Regarding the application by Wandsworth Council to dispense of the consultation requirements in S.20 of the Landlord and Tenant act 1985 (LON/00BJ/LDC/2024/0174) - please can you clarify what the reason is for the application for dispensation? 'Renewal of procurement contracts for the supply of gas and electricity' is this effectively to allow flexibility in a future tender process?

Not necessarily planning on objecting, but would like to understand if there are likely to be large annual service charge implications off the back of this.

Thanks,

[REDACTED]  
[REDACTED]

## **2.3 No Objections**

-----Original Message-----

From: [REDACTED]  
Sent: 31 August 2024 16:35  
To: James.Clarke@richmondandwandsworth.gov.uk  
Cc: Audrey Graham-Bolt <audrey.graham-bolt@merton.gov.uk>  
Subject: [REDACTED]

!-----|  
This Message Is From an Untrusted Sender  
You have not previously corresponded with this sender.  
!-----|

Dear James

Thank you for your three letters addressed to me at my old address concerning renewal of procurement contracts for gas and electricity.

Case ref: LON/00BJ/LDC/2024/0174

I confirm that I am the leaseholder of all three properties, but do not want to make any representations regarding this matter. Please note my new address for correspondence:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Kindly Acknowledge safe receipt of this email and that you have noted its contents.

Kind regards, [REDACTED]

Sent from my iPhone

[REDACTED]

---

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 02 September 2024 11:37  
**To:** [REDACTED]  
**Subject:** RE: Your Ref: H/LP/JC/Dispensation2024

Dear Mrs [REDACTED]

Thank you for your email dated 27 August 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, I appreciate you taking the time to analyse the contents of the letter and for confirming you have no objection to the council's application.

In the meantime, should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
James.Clarke@richmondandwandsworth.gov.uk  
[https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing\\_\\_;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmINilYvYxYUASughqgXSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6GOsM7YmY1m-hYo7STOkv156gh7KUCaW1x1fmPkG4E\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing__;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmINilYvYxYUASughqgXSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6GOsM7YmY1m-hYo7STOkv156gh7KUCaW1x1fmPkG4E$)

-----Original Message-----

**From:** [REDACTED]  
**Sent:** Tuesday, August 27, 2024 1:30 PM  
**To:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Subject:** Your Ref: H/LP/JC/Dispensation2024

[You don't often get email from [REDACTED]. Learn why this is important at [https://urldefense.com/v3/\\_\\_https://aka.ms/LearnAboutSenderIdentification\\_\\_;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmINilYvYxYUASughqgXSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6GOsM7YmY1m-hYo7STOkv156gh7KUCaW1x1sqGn4V8\\$](https://urldefense.com/v3/__https://aka.ms/LearnAboutSenderIdentification__;!!MOeJA3Fs6wML0Q!HZoV6ussInQhmINilYvYxYUASughqgXSDS4CqcXzWNF9EwihqMywpusXFkRTAOEBchEF17ztjYQ2G6GOsM7YmY1m-hYo7STOkv156gh7KUCaW1x1sqGn4V8$) ]

Dear Mr Clarke

Thank you for your letter of 16 August 2024.  
As requested my email address is [REDACTED]

I do not have any objection to the Council's application.

Yours sincerely  
[REDACTED]

Sent from my iPhone

**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 05 September 2024 15:09  
**To:** James Clarke  
**Subject:** [REDACTED]

-----Original Message-----

**From:** James Clarke  
**Sent:** Thursday, September 5, 2024 3:07 PM  
**To:** [REDACTED]  
**Subject:** RE: THERMAL UPGRADES SOON REQUIRED: re [REDACTED]

Dear [REDACTED]

Thank you for your email dated 19 August 2024, following receipt of the letter dated 12 August 2024 in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough. Furthermore, apologies for the delay in responding to you.

Firstly, thank you for taking the time to review the information and for providing your response, all of which will be noted as part of this process.

In regards to roof insulation, this is certainly a valid point and something I am aware the council will be looking to implement in time, particularly in regards to major works roof renewals schemes. However, in the first instance the best placed contacts would be your area team, the Southern Area Team in your case and please find contact details below -

Andreia Martins (Estate Manager) - andreia.martins@richmondandwandsworth.gov.uk / 0208 871 7611  
Ezekiel Ajayi (Building Maintenance Inspector) - ezekiel.ajayi@richmondandwandsworth.gov.uk / 0208 871 3213

Apologies that I am unable to assist further although I hope the above proves constructive. Should you have any further queries please do not hesitate to contact me.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
James.Clarke@richmondandwandsworth.gov.uk  
[https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing\\_\\_;!!MOeJA3Fs6wML0Q!Hv9UicLyGPH4adtdLB1ehnRHB79Y2lc\\_P7ur5FT05KhqhNyc8VAS1qmkzT9\\_dTh6\\_RM0mgZtH8x9kbWIGSNNBVOQ7QJtwiyKOq0UrJyz8Ff5Jvk4tRxoNfw\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing__;!!MOeJA3Fs6wML0Q!Hv9UicLyGPH4adtdLB1ehnRHB79Y2lc_P7ur5FT05KhqhNyc8VAS1qmkzT9_dTh6_RM0mgZtH8x9kbWIGSNNBVOQ7QJtwiyKOq0UrJyz8Ff5Jvk4tRxoNfw$)

-----Original Message-----

**From:** James Clarke

Sent: Friday, August 23, 2024 1:08 PM

To: [REDACTED]

Subject: RE: THERMAL UPGRADES SOON REQUIRED: [REDACTED]

Dear [REDACTED]

Thank you for your email which is receiving my attention. I will endeavour to respond within 10 working days.

Kind regards

James Clarke

Consultation Officer

Housing & Regeneration Department

0208 871 8497

James.Clarke@richmondandwandsworth.gov.uk

[https://urldefense.com/v3/\\_\\_http://www.wandsworth.gov.uk/housing\\_\\_;!!MOeJA3Fs6wML0Q!Hv9UlcLyGPH4adtdLB1ehnRHB79Y2lc\\_P7ur5FT05KhqhNyc8VAS1qmzkT9\\_dTh6\\_RM0mgZtH8x9kbWIGSNNBVOQ7QJtwiyKOq0UrJyz8Ff5Jvk4tRxoNfw\\$](https://urldefense.com/v3/__http://www.wandsworth.gov.uk/housing__;!!MOeJA3Fs6wML0Q!Hv9UlcLyGPH4adtdLB1ehnRHB79Y2lc_P7ur5FT05KhqhNyc8VAS1qmzkT9_dTh6_RM0mgZtH8x9kbWIGSNNBVOQ7QJtwiyKOq0UrJyz8Ff5Jvk4tRxoNfw$)

-----Original Message-----

From: [REDACTED]

Sent: Monday, August 19, 2024 11:16 AM

To: James Clarke <James.Clarke@richmondandwandsworth.gov.uk>

Subject: THERMAL UPGRADES SOON REQUIRED: re [REDACTED]

[You don't often get email from [REDACTED]. Learn why this is important at [https://urldefense.com/v3/\\_\\_https://aka.ms/LearnAboutSenderIdentification\\_\\_;!!MOeJA3Fs6wML0Q!Hv9UlcLyGPH4adtdLB1ehnRHB79Y2lc\\_P7ur5FT05KhqhNyc8VAS1qmzkT9\\_dTh6\\_RM0mgZtH8x9kbWIGSNNBVOQ7QJtwiyKOq0UrJyz8Ff5Jvk4WmWkjWU\\$](https://urldefense.com/v3/__https://aka.ms/LearnAboutSenderIdentification__;!!MOeJA3Fs6wML0Q!Hv9UlcLyGPH4adtdLB1ehnRHB79Y2lc_P7ur5FT05KhqhNyc8VAS1qmzkT9_dTh6_RM0mgZtH8x9kbWIGSNNBVOQ7QJtwiyKOq0UrJyz8Ff5Jvk4WmWkjWU$) ]

Dear James (if I may)

Thank you for writing to me about dispensing with consultations for renewal of Procurement Contracts, which I agree with entirely.

Soon HMG will be requiring letting flats for have improved Thermal Ratings. As you may be aware, the entire block of Pangbourne Court has effectively ZERO ROOF INSULATION Court.

The roof structure above the plasterboard is your property as Freeholder, and I would be grateful to know what arrangements you are making to correct this lamentable state of affairs.

Should this not be under your own fiefdom, please will you pass on my request to the relevant person?

With kind regards

[REDACTED]

[REDACTED]

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**From:** James Clarke <James.Clarke@richmondandwandsworth.gov.uk>  
**Sent:** 19 September 2024 16:47  
**To:** James Clarke  
**Subject:** [REDACTED]  
**Attachments:** dispensation final.docx

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**From:** James Clarke  
**Sent:** Thursday, September 19, 2024 4:44 PM  
**To:** [REDACTED]  
**Subject:** RE: [REDACTED] - LON/OOBJ/LDC/2024/0174

Dear [REDACTED],

I write further to your email dated 6 September 2024, including the attached statement in regards to the Council's application to the First Tier Tribunal to dispense with consultation requirements in respect of renewing the procurement contracts for gas and electricity across the borough.

Overall, thank you for taking the time to assess the application and I note that you do not object to the grounds on which the council has made this application to the Tribunal. However, I do note the queries in regards to energy usage and charges for your area and Brockbridge House in particular. As such, I have been in contact with the Housing Finance team to gain their input on this matter. Unfortunately, as I am not yet in receipt of the full information in order to respond to your enquiry, please be advised a further response will be provided as soon as possible and once this information becomes available.

In the meantime, thank you for submitting the attached objection and I hope the above proves constructive.

Kind regards,

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** James Clarke  
**Sent:** Tuesday, September 10, 2024 4:07 PM



To: [REDACTED]  
Subject: [REDACTED] - LON/OOBJ/LDC/2024/0174

Dear [REDACTED]

Thank you for your email which was passed for my attention. I will endeavour to respond within 10 working days.

Kind regards

James Clarke  
Consultation Officer  
Housing & Regeneration Department  
0208 871 8497  
[James.Clarke@richmondandwandsworth.gov.uk](mailto:James.Clarke@richmondandwandsworth.gov.uk)  
[www.wandsworth.gov.uk/housing](http://www.wandsworth.gov.uk/housing)



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**From:** [REDACTED]  
**Sent:** Friday, September 6, 2024 2:25 PM  
**To:** Mark Hickey <[Mark.Hickey@richmondandwandsworth.gov.uk](mailto:Mark.Hickey@richmondandwandsworth.gov.uk)>  
**Subject:** Fw: LON/OOBJ/LDC/2024/0174

Hi Mark

It was good to see you briefly last week at the bus stop and I think the lady with you was my Estate Manager many many years ago. Residents have noticed you are quite happy to leave the desk and walk around the estate.

You may be aware the Procurement department have made an Application to the FTT in relation to renewal of gas/electricity contracts. I have sent the attached response as was requested in the letter we received.

I do not need a reply to this but just sending it as a "heads up".

Have a good weekend even though it looks like summer is over.

[REDACTED]

**From:** [REDACTED]  
**Sent:** Wednesday 4 September 2024 14:49  
**To:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk) <[London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)>  
**Subject:** LON/OOBJ/LDC/2024/0174

Please find attached my response to the above case.

If it is at all possible I do not want my personal details published.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**CASE REFERENCE: LON/OOBJ/LDC/2024/0174**

I am not opposing the Application and I do not want an Oral Hearing but would ask the Tribunal to consider these points:

(1) A number of Leaseholders have pointed out that costs actually rise annually and these rises are always in excess of inflation. Usage is stable and the costs of repairs are recharged via Estate Repairs so why are the increases way above inflation. Please see Paragraph 12 and Paragraph 20 in LON/OOBJ/LDC/2016/0051.

(2) Paragraph 15 in LON/OOBJ/LDC/2020/0056 states that since 2009 annual savings of £564K have been made. (For brevity and not to waste your time I have not copied out these paragraphs).

(3) Paragraph 15 in LON/OOBJ/LDC/2009/0021 which was the first Application states it may be helpful to have available comparative data going forward.

**(4) Reference JAMILA ATTA Statement Paragraphs 19.20.27 and 28.**

**Para 19 of the Applicants Statement lists comparative cost savings as follows:**

Oct 21 - Sept 22	-20%
Oct 22 - Sept 23	-48%
Oct 23 - Sept 24	7%

**ESTATE LIGHTING**

2020/21	£17,306.02
2021/22	£35,303.05
2022/23	£68,619.76

**BLOCK ELECTRICITY**

Estate wide energy saving bulbs installed

£3,665.90
£3,688.52
£4,625.05

I am trying to understand why with cost savings of -48% in 2022 our costs practically doubled. Clarification by the Applicant would be helpful.

(5) Para 20 of the Applicants Witness Statement says this arrangement (LASER) reduced the Applicant's total energy spend by £5.3m per annum on an approximate expenditure of £7.8m for electricity.

