

## Major works: What we will do

We identify major repair and improvement projects from surveys, information we gather when we are managing routine repairs and listening to our leaseholders and residents. Major work may include:

- ★ Replacing windows or roofs
- ★ Renewing entry doors
- ★ Replacing loose rendering
- ★ Lift replacement or refurbishment
- ★ Re-pointing brickwork
- ★ Redecorating

## What you will have to pay

The percentage you must pay towards major work to your block is detailed in your lease.

Before we carry out any work we will tell you how much we expect the work to cost.

## Consulting you

We are committed to consulting all leaseholders and residents before we carry out any major work to any of our buildings. The method of consultation we use may include:

- ★ Public meetings
- ★ Meetings for PHP residents
- ★ Consultation required by law for leaseholders

## **Leaseholder's rights to consultation**

On 31 October 2003 the Commonhold and Leasehold Reform Act 2002 revised Section 20 of the Landlord and Tenant Act 1985 (as amended in 1987).

As a result of this, leaseholders now have more rights to consultation.

The three types of consultation we have summarised below are found in Schedule 4, part 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003 of the Commonhold and Leasehold Reform Act 2002.

If public notice is required to carry out any other types of work that we may need to do, we will provide you with information wherever such consultation is necessary.

## 1. Long-Term Contracts/Agreements

We must consult leaseholders before entering into a *Long Term Agreement* with a contractor to provide goods or services that will cost any one leaseholder more than the prescribed limit (**currently £100 a year**). For example, grounds maintenance or cleaning contracts.

## 2. Works carried out under Long-Term Agreements

We must consult leaseholders prior to carrying out works under a *Long Term Agreement* where the cost to any one leaseholder will exceed the prescribed limit (**currently £250**). For example door replacement or decorating work.

## 3. One-Off Major Works

We must also consult with you if the cost of 'qualifying works' to any leaseholder will exceed the prescribed limit (**currently £250**). For example, roof replacement.

In addition to this, we will write to you and inform you of the cost of any proposed work, even if the cost does not exceed the statutory minimum amount.

This will ensure that you are kept informed of all costs, the contractor who will undertake the work, supervision on site and the estimated timescale.

## The consultation process

Here we have detailed the consultation process as it applies to *Long Term Contracts/Agreements*, work carried out under *Long Term Agreements* and *One-Off Major Works*.

### 1. Long-Term Contracts/Agreements

This applies to both work and services where the contract will run for more than 12 months.

#### Stage 1

#### Pre-tender Consultation (Notice of Intent)

We will send a *Notice of Intent* to each leaseholder and, where there is an official Tenants' and Residents' Association (TRA), we will issue a *Notice of Intent* to the secretary of the TRA.

The *Notice of Intent* must:

- ★ Make it clear that the landlord intends to enter into an agreement
- ★ Describe the work or services that the landlord is providing, or inform leaseholders where the details can be viewed
- ★ Provide details of why the landlord is considering entering into the agreement

- ★ Provide information on why it is necessary to carry out the work, if the contract is for 'qualifying' work (this means repairs or improvements that are over the prescribed amount, detailed above)
- ★ Clearly show that leaseholders and/or the local TRA have the right to provide details of a contractor they think should be invited to tender (or bid) for the proposed work, within the 30 day consultation period
- ★ The notice must also allow for a 30 day consultation period where the leaseholder can provide comments and feedback, giving clear information to whom any comments and feedback should be sent and show clearly when the 30 day consultation period ends

## **Stage 2**

### **Tender Stage Consultation**

At this stage, the *Notice of Intent* is PHP's proposal to award the contract to the contractor they prefer.

To reach this stage, we must have had **at least two tenders**. One of which must be from a contractor not connected in any way with us.

If the TRA, or a leaseholder, name a preferred contractor, PHP must try to get a tender from that contractor.

The *Notice of Intent* will be sent to each leaseholder and to the secretary of the TRA, if applicable.

The *Notice of Intent* at this stage must include **at least two proposals**, each of which must contain the following:

- ★ A statement of the relevant matters  
For example, when the *Notice of Intent* was issued and when the 30 day consultation period for comments and feedback ends
- ★ The name and address of each person or organisation involved in the agreement
- ★ Details of any connection between the landlord and the contractor
- ★ An estimate of how much the leaseholders will have to contribute, the total cost for the building or the unit and the hourly or daily rate to be paid to the contractor where this is possible
- ★ The conditions under which any amount of the proposed agreement can be changed
- ★ The notice must also allow for a 30 day consultation period where the leaseholder can provide comments and feedback, giving clear information to whom any comments and feedback should be sent and show clearly when the 30 day consultation period ends

### **Stage 3. Awarding the Contract**

At this stage, we only need to consult with leaseholders or the TRA if we choose a contractor who DOES NOT have the lowest tender, or is not the contractor preferred by a leaseholder or TRA.

If this is the case, we must issue a *Notice of Intent* that:

- ★ Gives our reasons for awarding the contract
- ★ Includes a summary of all comments and feedback received during the 30-day consultation period on both the tenders received and our responses to these, or inform leaseholders where the details can be viewed

## 2. Qualifying work under a Long-Term Contract/Agreement

Once a *Long Term Contract/Agreement* is in place we still need to consult you where we intend to carry out work, under the *Long Term Agreement*, to the building that your property is in, where the cost of that work is likely to exceed the prescribed amount, detailed above.

We will send this *Notice of Intent* to each leaseholder and, if applicable to the secretary of the TRA.

At this stage of the consultation process, we must:

- ★ Describe in general terms what work will be carried out, or provide you with information on where you can view the details of the proposed work
- ★ Detail why it is necessary to carry out the work
- ★ Provide details of the estimated cost of the work
- ★ The notice must also allow for a 30 day consultation period where the leaseholder can provide comments and feedback, giving clear information to whom any comments and feedback should be sent and show clearly when the 30 day consultation period ends

### **3. Qualifying Work Over the Prescribed Limit (currently £250), where no Long Term Agreement is in place**

The consultation process in relation to works carried out under this category differs to that carried out for works under *Long Term Agreements*.

Here, it can be either a two or three stage process as, in certain circumstances, only two stages apply.

#### **Stage 1 Pre-tender Consultation**

This *Notice of Intent* details our plans to carry out work to the block that is over the current prescribed limit of £250.

We will issue the *Notice of Intent* to each leaseholder in the block and, where there is an official Tenants' and Residents' Association (TRA), we will issue the *Notice* to the secretary of the TRA. The *Notice of Intent* must:

- ★ Describe in general terms what work will be carried out or provide you with information on where you can view the details of the proposed work
- ★ Detail why it is necessary to carry out the work
- ★ Invite leaseholders and TRAs to submit details of a preferred contractor that you think is suitable to carry out the proposed work

- ★ The notice must also allow for a 30 day consultation period where the leaseholder can provide comments and feedback, giving clear information to whom any comments and feedback should be sent and show clearly when the 30 day consultation period ends

## **Stage 2**

### **Tender Stage consultation**

As a landlord, we must prepare at least two estimates, one of which must be from a contractor who is not connected to us in any way.

If a leaseholder or a TRA has named a preferred contractor we must include their estimate.

We will send a *Notice of Intent* at this stage to each leaseholder and to the secretary of the TRA, if applicable.

This notice must:

- ★ Include the estimated costs (from at least two contractors)
- ★ Include a *summary of comments* and feedback from leaseholders and our reply from **Stage 1** of the consultation process or provide information on where you can view these
- ★ Provide information on where you can view the detailed estimates

- ★ Give leaseholders a 30 day consultation period to provide comments and feedback about the planned work, and give clear information to whom any comments and feedback should be sent and show clearly when the 30 day consultation period ends

### **Stage 3**

#### **Awarding the contract**

At this stage, we only need to consult with leaseholders or TRA if we choose a contractor who does not have the lowest tender or is not the contractor preferred by a leaseholder or TRA.

If this is the case, we must issue a *Notice of Intent* that:

- ★ Gives our reasons for awarding the contract;
- ★ Includes a summary of all comments and feedback received during the 30-day consultation period on both the tenders received and our responses to these or provide information on where you can view these.

#### **Written comments and feedback**

In all of these processes where we ask for comments in writing, we must consider those comments and reply in writing to you or the secretary of the TRA **within 21 days** of receiving those comments.

## **Choosing contractors**

If you name a preferred contactor, we will take all reasonable steps to get an estimate from them.

If we have a list of approved contractors and your preferred contractor is not on that list, they must apply to be included.

We DO NOT have to award a contract to a contractor who does not apply to be included on the approved list or is refused because they do not meet the conditions for being inclusion.

If you have any questions about the consultation process or how we decide which contractors are best suited to carry out any proposed work required on behalf of PHP, please contact our HelpDesk on 0800 652 3900.

Ask to speak to a Leasehold Services Officer or e-mail us at [leasehold.php@poole.gov.uk](mailto:leasehold.php@poole.gov.uk)