

IN THE FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Ref: LON/00AU/LDC/2021/0209

B E T W E E N :-

(1) NOTTING HILL GENESIS

(2) NOTTING HILL HOME OWNERSHIP LIMITED

Applicants

-and-

**(3) THE TENANTS AND LEASEHOLDERS OF THE 37,335
PROPERTIES CHARGED FOR GAS AND ELECTRICITY
WITHIN THE AREAS OF GREATER LONDON AND
SURROUNDING COUNTIES**

Respondents

BUNDLE INDEX

No	Description	Date	Page No
-----------	--------------------	-------------	----------------

1. Application, Directions Orders and Correspondence between Applicant and First-tier Tribunal

1.	Application for the dispensation of all or any of the consultation requirements provided for by Section 20 of the Landlord and Tenant Act 1985	11 August 2021	1 - 12
2.	Witness Statement of Laura Shellard – note Exhibit “LS2” is not included as this lists residents names	27 July 2021	13 – 21
3.	Directions Cover Letter from First-tier Tribunal	11 October 2021	22

4.	Directions on an application under Section 20ZA of the Landlord And Tenant Act 1985 from First-tier Tribunal	11 October 2021	23 – 28
5.	Sample Letter from the Applicant to the General Needs Residents regarding notification of application	18 October 2021	29 – 31
6.	Sample Letter from the Applicant to the Home Ownership Residents	Undated	32 – 34
7.	Letter from the Applicant's Representative to the First-tier Tribunal	11 November 2021	35 – 37
8.	Varied Directions Cover Letter from First-tier Tribunal	16 November 2021	38
9.	Varied Directions on an application under Section 20ZA of the Landlord And Tenant Act 1985 from First-tier Tribunal	15 November 2021	39 – 44
10.	Email from the Applicant's Representative to the First-tier Tribunal	17 November 2021	45
11.	Email from the Applicant's Representative to the First-tier Tribunal	19 November 2021	46
12.	Email from the Applicant's Representative to the First-tier Tribunal	23 November 2021	47
13.	Further Varied Directions Cover Letter from First-tier Tribunal	24 November 2021	48
14.	Further Varied Directions on an application under Section 20ZA of the Landlord And Tenant Act 1985 from First-tier Tribunal	23 November 2021	49 – 54
15.	Sample Letter from the Applicant to the General Needs Residents regarding notification of application	06 December 2021	55 – 57

16.	Sample Letter from the Applicant to the Home Ownership Residents regarding notification of application	10 December 2021	58 – 59
17.	Sample Letter from the Applicant to the Home Ownership Residents regarding notification of application	10 December 2021	60 – 61

2. Residents Observations and Applicants Responses

2(a). Summary Spreadsheet of Observations and Responses in Accordance with Directions Order dated 28 January 2022

18.	Summary of Observations and Responses in Accordance with Directions Order dated 11 October 2021		62 – 69
19.	Summary of Observations and Responses in Accordance with Directions Order dated 23 November 2021		70 – 79

2(b). Observations and Responses in Accordance with Directions Order dated 11 October 2021

20.	Flat 53, Building 50, Argyll Road, Royal Arsenal, Woolwich, London SE18 6PG		80 - 83
21.	Flat 203, Proton Tower, 8 Blackwall Way, London E14 9GN		84 – 86
22.	Flat 5, Brandon Court, 32 Blaven Path, Canning Town, London E16 4BP		87 - 92
23.	Flat 1, Brandon Court, 32 Blaven Path, Canning Town, London E16 4BP		93 – 94
24.	Blank Pages		95 – 99
25.	Flat 6, Len Williams Court, Granville Road, London, NW6 5QY		100 – 102

26.	25 Nickleby Road, Chelmsford, Essex CM1 4UL		103 – 107
27.	Flat A, 61 Cambridge Road, London NW6 5AG		108
28.	Flat 19, 9 Angel Lane, London, London, SE17 3FH		109 - 115
29.	Flat 14, Ensbury House, Carroun Road, Lambeth SW8 1AY		116 – 117
30.	Flat 22, 11 Angel lane, London SE17 3FH		118 – 176
31.	Flat 17, 3 Angel Lane, London SE17 3FH		177 – 185
32.	Flat 62, Lulworth House, Dorset Road, Lambeth, SW8 1DR		186 – 190
33.	22A Hilltop Road, London NW6 2PY		191 – 194
34.	22B Hilltop Road, London NW6 2PY		195
35.	Flat 16, Mulberry Court, Elgar Avenue, London NW10 8PH		196 – 198
36.	Flat C, 16 Nicoll Road, London NW10 9AB		199 – 201
37.	Flat 27, Staburn Court, 51 Burnt Oak, Broadway, Edgware, Middlesex, HA8 5JT		202
38.	19 Endeavour House, 47 Cuba Street, London E14 8GZ		203 – 204
39.	Flat B, 4 Westbourne Crescent, London, W2 3DB		205 – 208
40.	The Exchange TRA		209 – 218
41.	Flat 39, Watersreach Apartments, Goodchild Road, London N4 2EQ		219 – 220

42.	Flat 5, 105 High Road, London N15 6DL		221
43.	Flat 2, Brandon Court, 32 Blaven Path, London E16 4BP		222 – 229
44.	Flat 18, Harkness Road, Hemel Hempstead, HP2 5GX		230 – 234
45.	Flat 6, Frontenac, Donnington Road, Willesden, London NW10 3RA		235 – 236
46.	Flat 61 Moonstone House, 304 South Row MK9 2FR		237 – 240
47.	Flat 44, Park Lodge, Queens Park Avenue, Billericay, Essex CM12 0QH		241 – 242
48.	28 Endeavour House, 47 Cuba Street, London E14 8GZ		243 – 244
49.	18 Vibrant Gardens, London SW2 3RJ		245 – 246
50.	Flat 8, Sidney Miller Court, 26-28 Crown Street, Acton, London W3 8SL		247 – 248
51.	Flat 2, 3 Angel Lane, London SE17 3FD		249 – 254
52.	Flat 3, Brandon Court, 32 Blaven Path, London E16 4BP		255 – 267
53.	Flat 22, Castlebar Court, Queens Walk, London W5 1TP		268 – 271
54.	Flat 13, 3 Danson Mews, London SE17 3FN		272 – 277
55.	19 Aqua Apartments, Goodchild Road, London N4 2BP		278 – 281
56.	52 Endeavour House, 47 Cuba Street, London E14 8G2		282 – 283

57.	Apartment 21, Avro House, London NW9 5HF		284 – 288
58.	Flat 4, Edward Heylyn House, 15 Thomas Fyre Drive, London E3 2ZL		289 – 308
59.	20 Dragonfly Court, 3 Leybourne Crescent, NW9 5UW		309
60.	107 Parkside Way, Harrow, HA2 6DB		310
61.	5 Ball House, 6 Nerodrome Road, London NW9 5GW		311
62.	Flat 5, 13-15 Grittleton Road, London W9 2DD		312 – 313
63.	53A Bruce Road, NW10 8RE		314
64.	Flat 405, Leven Court, 2 Barnard Square, Ipswich IP2 8FE		315 – 316
65.	107 Parkside Way, Harrow, HA2 6DB		317
66.	Basement Flat, 13 Chesterton Road, London W10 5LY		318 – 319
67.	6 Woodmill Street, London SE16 3GG		320 – 321
68.	12C Redcliffe Street, London SW10 9DS		322 – 323
69.	5 Shilling Place, London W7 1HN		324
70.	Flat A, 23 Cambridge Grove, London W6 0LA		325 – 328
71.	26 Costmonger Building, 10 Arts Lane, London SE16 3GA		329 – 330
72.	Flat 20 Whitmore Building, 3 Arts Lane, London SE16 3GB		331 – 333

73.	Flat 16 Whitmore Building, 3 Arts Lane, London SE16 3GB		334 – 336
74.	Flat 46 Portland Close, Portland Gardens, Chadwell Heath, Romford, Essex RM6 5UE		337 – 341

2(c). Observations and Responses in Accordance with Directions Order dated 23 November 2021

75.	Flat 6, Len Williams Court, Granville Road, London NW6 5QY		342 - 344
76.	Flat 19, 9 Angel Lane, London, SE17 3FG		345 – 350
77.	Flat 22, 11 Angel Lane, London SE17 3FH		351 – 414
78.	28 Endeavour House, 47 Cuba Street, London E14 8GZ		415 – 416
79.	Flat 19, Endeavour House, 47 Cuba Street, London E14 8GZ		417 – 418
80.	18 Vibrant Gardens, London SW2 3RJ		419 – 424
81.	The Exchange TRA		425 – 431
82.	Flat 2, 3 Angel Lane, London SE17 3FD		432 – 434
83.	53A Bruce Road, Harlesden, London NW10 8RE		435 – 437
84.	1 Nelson Close, London NW6 5HW		438 – 439
85.	76A Princess Road, London NW6 5QX		440 – 441
86.	Flat 29B St Johns Avenue, London NW10 4ED		442 – 443

87.	19 Sterling Close, London NW10 ZHD		444 – 445
88.	4 Zenith Close, Colindale, NW9 6BR		446 – 448
89.	Flat 32, Lawrence Hall, 2 Cumberland Road, London, E13 8NH		449
90.	Flat 26, Endeavour House, 47 Cuba Street London E14 8GZ		450 – 452
91.	Flat 11, Ibberton House, Meadow Road, London SW8 1DS		453 – 454
92.	67b Purves Road, Kensal Green, London NW10 5TD		455 – 456
93.	113 Western Avenue, Acton, London W3 7EB		457
94.	27A Jessel Drive, Loughton Essex IG10 2EX		458
95.	Flat 17 Endeavour House, 47 Cuba Street, London E14 8GZ		459 – 461
96.	Flat 31 Endeavour House, 47 Cuba Street, London E14 8GZ		462
97.	Flat 1 Endeavour House, 47 Cuba Street, London E14 8GZ		463
98.	43 Shafter Road, Dagenham RM10 8AJ		464 – 465
99.	Flat 16 Endeavour House, 47 Cuba Street, London E14 8GZ		466 – 467
100.	Flat 8, Roger Stone Court, 8 Coombe Road, Neasden London NW10 0EJ		468
101.	Flat 25 Endeavour House, 47 Cuba Street, London E14 8GZ		469

102.	Flat 9 Endeavour House, 47 Cuba Street, London E14 8GZ		470 – 471
103.	Flat 6, Netherton House, 13 Broadmead Road, UB5 6FX		472 – 473
104.	99A, Sutherland Avenue, London W9 2HG		474
105.	Flat 607 Wharfside Point North, 262 Poplar High Street, London E14 0BN		475
106.	Flat 17, Honeysuckle Apartments, Coster Avenue, London N4 2NZ		476
107.	Flat 1, Wade Court, 101 Harrowdene Road, Wembley HA0 2HP		477
108.	Flat A 67 Glengall Road, London NW6 7EL		478
109.	21 Learner Drive, Harrow, Middlesex HA2 9RT		479
110.	Flat 7, Furnival Court, 12 Clovelly Road, Hounslow, TW3 4FE		480
111.	Flat B, 100 Edith Grove, London SW10 0NH		481 – 482
112.	5 Aiten Place, London, W6 9UN		483 – 484
113.	8 Aiten Place, London, W6 9UN		485 – 486
114.	Flat 19, Ockham Building, 9 Arts Lane, London SE16 3GB		487 – 488
115.	5 Shiling Place, London, W7 1HN		489
116.	3 The Cygnets, Feltham, Middlesex, TW13 6NA		490
117.	Bakersfield Residents Association		491

118.	Flat 23, Whitmore Building, 3 Arts Lane, London SE16 3GB		492
119.	Flat 46 Portland Close, Portland Gardens, Chadwell Heath, Romford, Essex RM6 5UE		493 – 497
120.	13 Hurst Way, Chelmsford, Essex CM2 6XL		498 – 499
121.	16B Glynfield Road, London NW10 9JX		500 – 501
122.	Flat 30, Endeavour House, 47 Cuba Street, London E14 8GZ		502
123.	Flat 14, Endeavour House, 47 Cuba Street, London E14 8GZ		503 – 504

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 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)

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).

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

Various different buildings comprising of Rented, Shared Ownership and Long Leaseholder Flats

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 '**GROUND 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:

Please see attached witness statement of Laura Shellard for details of urgency.

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:

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):

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 addresses 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 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 or from your regional tribunal office.

Leasehold 5 Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985 (08.20)

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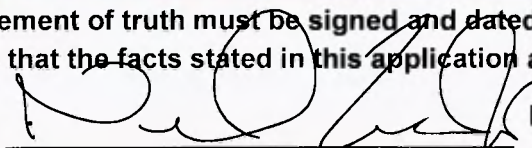
If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

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:



Dated:

11/8/2021

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.

1.1 The Applicants are part of the Notting Hill Genesis Group, which was formed in April 2018 as part of the merger of Notting Hill Housing and Genesis Housing Association. The group, through its subsidiaries, manages approximately 66,000 properties.

1.2 In 2019 it was decided that it would be desirable for the Applicants to enter into new agreements

with an energy broker and to use that broker to procure utility supply agreements. Since its merger in April 2018, the Applicants have operated on two separate sets of contracts for each legacy organisations but the Applicants are now looking to negotiate a single set of agreements for utilities. Those existing contracts expired on 31 March 2021.

1.3 The Applicants is obliged to comply with Public Procurement Regulations when entering into the intended agreements. One aspect of this obligation is that a standstill period of ten days must be allowed between the notification of bidders of the decision to award the contract and signing the contract with the successful bidder. The energy market does not operate in this way as bids are requested and contracts signed within a twenty-four-hour period for a fixed price contract or otherwise by 4pm on the date issued. The only way to reconcile these two constraining obligations is to use a third party intermediary ("TPI").

1.4 The Applicants entered into a TPI partnership with Inenco Group Limited as their Broker with

an

initial period of 3 years with an option to extend by a further 2 years to provide expert utility consultancy and invoice validation services. Entering into this partnership will allow the Applicants to take the desired longer term, strategic approach in purchasing energy on behalf of its residents and business. Inenco will assist the Applicants in ensuring that the utility contracts we enter into are best value for our residents by using established trading practices and account management services. Their work will also assist us in making sure that the invoices we receive and pay are being charged at the correct contractual rates to avoid situations where our residents are being overcharged.

1.5 However, like any TPI, Inenco will approach the market to obtain bids from energy companies to supply gas and/or electric across all of the properties within the Applicant's stock.

1.6 The nature of the Long Term Agreements mean that it is not reasonably practicable for the Applicants to give the required information at the notice of proposal stage of the consultation process and also to have regard to the Resident's observations as generally there has to be acceptance of prices offered in a small window of time. It is therefore not possible to act in the Resident's best interests as required by the Public Procurement Regulations whilst following the Section 20 Consultation procedure.

1.7 For the immediate future the Applicants do not intend to enter into a utility supply agreement which would amount to a QLTA. Instead it has entered into a single-year agreement for the period from 01 April 2021 until 31 March 2022. But it does intend to enter into such a qualifying long term agreement for terms during the remainder of the brokerage contract.

1.8 The agreements to be signed by the broker on behalf of the Applicant are the QLTA's for which the Applicant is seeking dispensation with the requirements the Consultation Regulations 2003.

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

2.1 The Applicants completed their consultation of their Home Ownership and Care Residents and Support Residents in June 2021 and their remaining Housing residents in July 2021. A sample of the consultation letters sent by the Applicants to their Home Ownership and Care and Support Residents is enclosed with the Witness Statement of Laura Shellard at exhibit LS1 and the consultation letters sent to the Applicant's remaining Housing Residents are in substantially the same form. The letters advise Residents of the proposed dispensation application, the reasons behind it and the effect on the consultation process.

2.2 All Residents have, of course, been invited to comment on the proposed contract and the

imminent application. The Applicants have received a number of responses from the Residents and are continuing their ongoing effort to effectively communicate and engage with the Residents in order to alleviate any concerns that they may have.

2.3 The Applicants confirm that they will respond to any future observations received. The Applicants also intend to send a letter to the Residents following issue of the application to the Tribunal. The letter will advise the Residents that the application has commenced and invites Residents to contact the Applicants should they wish to be supplied with a full copy of the application and its accompanying documents. In addition to the above, the Applicant will:

- Advertise the application on its website;
- Publish the outcome of the application on its website; and
- Publish the outcome of the procurement exercise on its website.

2.4 The Applicants have not appended copies of the leases as there is not a standard lease. The leases have considerable variations between tenancies in each area and therefore it would be impractical to provide copies of every lease. However, all of the leases require the Residents to contribute towards the costs that will be incurred by the Applicant under the intended agreements with utility suppliers.

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

3.1 Energy is a commodity and trades on the energy market with prices changing minute by minute so competitive quotations for energy are only held for a matter of hours. This means that though the Applicant would ideally wish to consult residents to fulfil their consultation requirements, the Applicant is prevented from doing so in accordance with the consultation regulations.

3.2 The purpose of fixing a unit price for the supplier of gas and electricity is to the benefit of all the Residents who will be able to take advantage of the Applicants' purchasing power and economies of scale. By using a TPI to buy gas and electricity through the wholesale energy market, the Applicants are complying with Best Practice. The Pan-Government Energy Project recommended that all public sector organisations buy their energy through an aggregated, flexible, risk-managed framework managed by energy experts.

3.3 Specifically, the Applicants are unable to comply with Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI2003 1987). The nature of the long term agreements mean that it is not reasonably practicable for the Applicants to give the required information at the notice of proposal stage of the consultation process and have regard to the Resident's observations as there has to be acceptance of prices offered in a small window of time.

3.4 The Applicants respectfully request that due to the nature of the application that the information enclosed will enable the FTT to deal with the application on the papers alone, without a hearing.

3.5 The Applicants therefore seeks dispensation of the consultation requirements under Section 20ZA of the Landlord and Tenant Act 1985 to enable the Applicants to contract with the successful bidder for the supply of gas and electric for heating and power to the communal areas of the Applicants' stock.

ANNEX: Addresses of Tribunal Regional Offices

NORTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 1st Floor, Piccadilly Exchange, Piccadilly
Plaza, Manchester M1 4AH

Telephone: 01612 379491

Fax: 01264 785 128

Email address: 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

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

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

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

Telephone: 020 7446 7700

Fax: 01264 785 060

Email address: London.RAP@justice.gov.uk

DX 134205 Tottenham Court Road 2

This office covers all the London boroughs.

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.

On Behalf of: The Applicant
Name of witness: Laura Shellard

Date: 27 July 2021

IN THE LEASEHOLD VALUATION TRIBUNAL

**IN THE MATTER OF Section 20ZA Dispensation for Long
Term Agreements for the supply of gas and electricity to
Tenants and Leaseholders in the Greater London and
surrounding counties**

BETWEEN

(1) NOTTING HILL GENESIS

(2) NOTTING HILL HOME OWNERSHIP LIMITED

Applicants

and

**(3) THE TENANTS AND LEASEHOLDERS OF THE 37,335
PROPERTIES CHARGED FOR GAS AND ELECTRICITY
WITHIN THE AREAS OF GREATER LONDON AND
SURROUNDING COUNTIES**

Respondents

WITNESS STATEMENT OF LAURA SHELLARD

I, Laura Shellard, Head of Energy and Sustainability of Notting Hill Genesis at Bruce Kenrick House, 2 Killick Street, London, N1 9FL **STATE AS FOLLOWS:**

1. I am the Head of Energy and Sustainability of Notting Hill Genesis. I make this statement in support of the Application for dispensation of the consultation requirements imposed by Section 20 of the Landlord and Tenant Act 1985 (as amended) in respect of Long Term Agreements for Gas and Electricity supply.
2. The facts and matters set out in this statement are within my own knowledge unless otherwise stated, and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
3. The Applicants are part of Notting Hill Genesis, which was formed in April 2018 comprising Notting Hill Housing and Genesis Housing Association. Notting Hill Genesis is also the trading name of Notting Hill Home Ownership Limited. Notting Hill Genesis, through its subsidiaries, manages approximately 66,000 properties.

4. In 2019 it was decided that it would be desirable for the Applicants to enter into new agreements with an energy broker and to use that broker to procure utility supply agreements. Since its merger in April 2018, the Applicants have operated on two separate sets of contracts for each legacy organisations but the Applicants are now looking to negotiate a single set of agreements for utilities. Those existing contracts expired on 31 March 2021.
5. The Applicants are obliged to comply with Public Procurement Regulations. One aspect of this obligation is that a standstill period of ten days must be allowed between the notification of bidders of the decision to award the contract and signing the contract with the successful bidder. The energy market does not operate in this way as bids are requested and contracts signed within a twenty-four-hour period for a fixed price contract or otherwise by 4pm on the date issued. The only way to reconcile these two constraining obligations is to use a third party intermediary ("TPI").
6. The Applicants entered into a TPI partnership with Inenco Group Limited as our Broker with an initial period of 3 years with an option to extend by a further 2 years to provide expert utility consultancy and invoice validation services. Entering into this partnership will allow the Applicants to take the desired longer term, strategic approach in purchasing energy on behalf of its residents and business. Inenco will assist the Applicants in ensuring that the utility contracts we enter into are best value for our residents by using established trading practices and account management services. Their work will also assist us in making sure that the invoices we receive and pay are being charged at the correct contractual rates to avoid situations where our residents are being overcharged.
7. However, like any TPI, Inenco will approach the marketplace to obtain bids from energy companies to supply gas and/or electric across all of the properties within Notting Hill Genesis.
8. Due to the nature of the energy market the Applicants are unable to follow the formal Section 20 Consultation procedure in order to comply with the Public Procurement Regulations. The purpose of fixing a unit price for the supplier of gas and electricity is to the benefit of all the Residents who will be able to take advantage of the Group's purchasing power and economies of scale. By using a TPI to buy gas and electricity through the wholesale energy market, the Applicants are complying with best practice.
9. The nature of the Long Term Agreements mean that it is not reasonably practicable for the Applicants to give the required information at the notice of proposal stage of the consultation process and also to have regard to the Resident's observations as generally there has to be acceptance of prices offered in a small window of time. It is therefore not possible to act in the Resident's best interests as required by the Public Procurement Regulations whilst following the Section 20 Consultation procedure.
10. For the immediate future the Applicants do not intend to enter into a utility supply agreement which would amount to a QLTA. Instead it has entered into a single-year agreement for the period from 01 April 2021 until 31 March 2022. But it does intend to enter into such a qualifying long term agreement for terms during the remainder of the brokerage contract.

11. I can confirm that the 37,335 Residents named as Respondents to this application have gas or electric supply for communal heating and/or electricity supply for communal lighting.
12. The Applicants completed their consultation of their Home Ownership and Care Residents and Support Residents in June 2021 and their remaining Housing residents in July 2021. A sample of the consultation letters sent by the Applicants to their Home Ownership and Care and Support Residents is enclosed with this Statement ("Exhibit LS1") and the consultation letters sent to the Applicant's remaining Housing Residents are in substantially the same form. The letters advise Residents of the proposed dispensation application, the reasons behind it and the effect on the consultation process. A list of the addresses of the Respondents to whom the letters have been sent to is enclosed ("Exhibit LS2").
13. All Residents have, of course, been invited to comment on the proposed contract and the imminent application. The Applicants have received a number of responses from the Residents and are continuing their ongoing effort to effectively communicate and engage with the Residents in order to alleviate any concerns that they may have.
14. The Applicants confirm that they will respond to any future observations received. The Applicants also intend to send a letter to the Residents following issue of the application to the Tribunal. The letter will advise the Residents that the application has commenced and invites Residents to contact the Applicants should they wish to be supplied with a full copy of the application and its accompanying documents. In addition to the above, the Applicant will:
 - Advertise the application on its website;
 - Publish the outcome of the application on its website; and
 - Publish the outcome of the procurement exercise on its website.

In view of the significant number of Respondents, we would invite the Tribunal to be conscious of the logistical challenges involved in notifying upwards of 37,000 Respondents of the application should we be required to notify/send letters and copies of the application to each Respondent. The Applicants are, of course, mindful not to prejudice any of the Respondents, therefore we trust the Tribunal will make appropriate provision for notifying the Respondents taking the above bullet points into account.

15. I respectfully suggest that the Applicants are acting in line with best practice by managing the risk of dealing with the volatile nature of the energy markets. I also suggest that this proposal is in the best interest of all of the Residents.

Statement of truth

I believe that the facts stated in this witness statement are true

.....


Name: Laura Shellard

On behalf of: The Applicant
Name of witness: Laura Shellard
Date: 27 July 2021

**IN THE LEASEHOLD VALUATION TRIBUNAL
BETWEEN**

(1) NOTTING HILL GENESIS

(2) NOTTING HILL HOME OWNERSHIP LIMITED

Applicants

and

**(3) THE TENANTS AND LEASEHOLDERS OF THE
37,335 PROPERTIES CHARGED FOR GAS AND
ELECTRICITY WITHIN THE AREAS OF GREATER
LONDON AND SURROUNDING COUNTIES**

Respondents

**WITNESS STATEMENT OF
LAURA SHELLARD**

Devonshires Solicitors LLP
Solicitors for the Applicant
30 Finsbury Circus
London EC2M 7DT
DX 33856 Finsbury Square
NML/NHH1/3004

**IN THE LEASEHOLD VALUATION TRIBUNAL
BETWEEN**

(1) NOTTING HILL GENESIS

(2) NOTTING HILL HOME OWNERSHIP LIMITED

Applicants

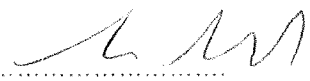
and

**(3) THE TENANTS AND LEASEHOLDERS OF THE
37,335 PROPERTIES CHARGED FOR GAS AND
ELECTRICITY WITHIN THE AREAS OF GREATER
LONDON AND SURROUNDING COUNTIES**

Respondents

**EXHIBIT TO WITNESS STATEMENT OF
LAURA SHELLARD**

This is the Exhibit marked "LS1" referred to in the Witness
Statement of Laura Shellard dated this 27th day of
July 2021

Signed 

Devonshires Solicitors LLP
Solicitors for the Applicant
30 Finsbury Circus
London EC2M 7DT
DX 33856 Finsbury Square
NML/NHH1/3004



www.nhgggroup.org.uk

Addressee Name
First Line of Address
Second Line of Address
Third Line of Address
Postcode

Firstname.lastname@nhhg.org.uk
0203 815 XXXX
Date

Dear

Utility Broker and Energy Supply Agreements

We are writing to you to provide details concerning a utility broker contract we have entered into and future energy supply agreements which we intend to procure in future as successors to our current contracts for which you presently contribute towards as a service charge.

New single utility broker agreement

We have recently procured a single NHG utility broker agreement with Inenco in place of the previous separate agreements that each legacy organisation had. This agreement has an intital term of three years with the option to extend for a further two.

Inenco will assist NHG in ensuring that the utility contracts we enter into are best value for our residents by scanning a wide variety of suppliers in the market with established trading practices to achieve the best value which reflects our large property portfolio. Their work will also assist us in making sure that the invoices we receive and pay are being charged at the correct contractual rates to avoid situations where our residents are overcharged.

New energy supply agreements

With that brokerage agreement in place, we are now looking to use that brokerage service to procure new utility supply agreements. Again, since the merger in April 2018 we have operated two separate sets of contracts for each of the legacy organisations under the different broker agreements inherited but we wish to negotiate single long-term agreements for utilities to achieve best value.

Notting Hill Home Ownership **Phone** 020 3815 0000
Bruce Kenrick House **Fax** 020 3815 0005
2 Killick St, London, N1 9FL **Email** info@nhhg.org.uk

Notting Hill Genesis is a trading name of Notting Hill Home Ownership Limited; a registered society under the Co-operative and Community Benefit Societies Act 2014 (23066R), and is registered with the regulator of social housing as a social housing provider (SL3119). Registered office: Bruce Kenrick House, 2 Killick Street, London, N1 9FL. It is part of the Notting Hill Genesis Group.



Our broker Inenco will be instructed to identify optimum times to enter into new agreements with suppliers so that NHG and our residents can benefit from dips in the market and our significant buying power.

Consultation on these new agreements

As a landlord we are required to consult certain customers prior to entering into contracts of a certain length or under which residents would be expected to contribute a certain amount. Such agreements are known as a Qualifying Long Term Agreement (QLTA) and the consultation requirement is enshrined in Section 20 of the Landlord and Tenant Act 1985.

The utility broker agreement is not considered a QLTA for which consultation is required because, despite the length of the contract, the value of the services is not of a value that would require consultation. However, any energy supply agreement would be considered a QLTA if the term of that agreement exceeded 12 months.

Still, because energy is a commodity traded on the energy markets with prices changing minute by minute, competitive quotations for energy are only held for a matter of hours. This prevents any landlord from providing estimates to residents for a consultation because those estimates are not valid for the length of time required to meaningfully consult.

Seeking dispensation

Because we are unable to consult for the proposed energy supply agreements we will be applying to the First Tier Tribunal (FTT) for permission to dispense with the consultation regulations for those agreements.

Purchasing energy from the wholesale market is the only way to obtain the most competitive pricing and is therefore of benefit to residents in that with the freedom to access this market at the most opportune time we can access prices, to the benefit of residents, that would otherwise not be possible if the full consultation process for a QLTA were to be delivered.

We will therefore ask the FTT for permission to enter into such agreements, if we are advised to do so by our broker, for the duration of the brokerage agreement. But please note, dispensing with the consultation requirements, in no way diminishes the right to challenge any other aspect of a service charge.

Influencing our plans

Prior to filing an application with the FTT and providing you with a copy, we wish to give interested residents the opportunity to submit observations concerning the proposed contracts.



Observations can be sent by post to the following address quoting your customer reference:

XX
Bruce Kenrick House
2 Killick Street
London N1 9FL

However, at this time we request that all be sent by email to:
XX@nhg.org.uk Observations must be received by no later than XX XX as after that date we will proceed to file our application for dispensation.

Yours sincerely,

First Name Last Name
Property Management Officer

**IN THE LEASEHOLD VALUATION TRIBUNAL
BETWEEN**

(1) NOTTING HILL GENESIS

(2) NOTTING HILL HOME OWNERSHIP LIMITED

Applicants

and

**(3) THE TENANTS AND LEASEHOLDERS OF THE
37,335 PROPERTIES CHARGED FOR GAS AND
ELECTRICITY WITHIN THE AREAS OF GREATER
LONDON AND SURROUNDING COUNTIES**

Respondents

**EXHIBIT TO WITNESS STATEMENT OF
LAURA SHELLARD**

This is the Exhibit marked "LS2" referred to in the Witness
Statement of Laura Shellard dated this 27th day of
July 2021

Signed

Devonshires Solicitors LLP
Solicitors for the Applicant
30 Finsbury Circus
London EC2M 7DT
DX 33856 Finsbury Square
NML/NHH1/3004



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 7446 7708

Neil Lawlor
Devonshires Solicitors LLP

Your ref: NML/NHH1/3004
Our ref: LON/00AU/LDC/2021/0209

Date: 11 October 2021

BY EMAIL ONLY

Dear Sirs

RE: Landlord & Tenant Act 1985 - Section 20ZA

**PREMISES: Various Leasehold Properties Belonging, to Notting Hill Genesis,
N1 9FL**

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 Stephen O'Mara
Case Officer**

PT05



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

Case reference	:	LON/00AU/LDC/2021/0209
Properties	:	Various residential leasehold properties belonging to Notting Hill Genesis
Applicant	:	Notting Hill Genesis
Representative	:	Devonshires Solicitors LLP
Respondents	:	Various leaseholders subject to electricity and gas supplies
Type of application	:	To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of electricity to communal areas
Tribunal	:	Nadine Sandford (Legal Officer)
Date of directions	:	11th October 2021

**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.

IMPORTANT – COVID 19 ARRANGEMENTS

- Due to the Covid-19 pandemic, the London Regional office at 10 Alfred Place is currently operating with a skeleton staff. Most judges and staff are working remotely. Where possible and appropriate, determinations are being made based on documents provided by parties in digital bundles. If a hearing is required, the tribunal will seek to accommodate this through the use of audio or video conferencing technology. While face-to-face hearings may be arranged in exceptional circumstances, these will be subject to necessary precautions to prevent the spread of infection.

- 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. The attachment size limit is 36MB. If your attachments are larger than 36MB they must be split over several emails.
- **If a party does not have access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.**
- Parties are notified that, due to the pandemic, it is likely to take longer than usual for the tribunal to respond to correspondence. Please do not chase for a response unless truly urgent.

Background to the Application

- (A) The applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all of the consultation requirements imposed on the landlord by section 20 of the 1985 Act¹.
- (B) The applicant proposes to enter into a new agreement with an energy broker and to use that broker to procure utility supply agreements to supply gas and/or electric across all of the properties within Notting Hill Genesis.
- (C) The proposed new contract will run from 1st April 2021, after the current contract has expired on 31st March 2021. The applicants seek dispensation from all the consultation requirements under section 20 of the Landlord and Tenant Act 1985, on the basis that they will be able to take advantage of more competitive energy prices, if they entered into these agreements and, because of the volatile nature of energy procurement, they would not be able to obtain significant cost savings for the benefit of the leaseholders, if they were required to carry out the section 20 consultation process.
- (D) 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.**
- (E) The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 give guidance on how the application will be dealt with.

DIRECTIONS

1. The landlords must by **18th October 2021**

¹ 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 (with personal details deleted), statement of case, supporting documents and a copy of these directions will be available on the applicants' website, advising them of the URL address, and notifying them that any response to the application should be made by 29th October 2021;
 - (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, with any personal details deleted);
 - (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 29th October 2021.
 - 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 **29th October 2021**:
- Complete the attached reply form and send it by email to the tribunal; and
 - Send to the landlords, 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 landlords must by **22nd November 2021**:
- 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 landlords rely, 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 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]".
4. The tribunal will determine this application during the seven days commencing **6th December 2021** based on written representations.
 5. However, any party may make a request to the tribunal that a hearing should be held. Any such **request for a hearing should be made by 29th November 2021**, giving an indication of any dates to avoid. The tribunal will then notify the parties of the hearing date. The hearing will have a time estimate of two hours, but either party should notify the tribunal if that time estimate is insufficient. If a hearing is requested, it shall take place on a **date to be confirmed** by remote video conferencing making use of the electronic documents received.
 6. Full details of how to take part will be sent nearer the time. No specialist software will be needed to access the hearing. However, parties will need to have access to a computer, connected to the Internet, with a webcam and microphone, or a similarly enabled smartphone or tablet device. If a party does not have suitable equipment to attend a video conference, they must notify the tribunal promptly, and consideration will be given to converting the video hearing into an audio hearing, by way of telephone conferencing.
 7. As the tribunal is working electronically during the current pandemic, the tribunal determining this application will not have access to a physical file, nor electronic access to documents sent to the tribunal. It is therefore essential that the parties include any relevant correspondence to the tribunal within the digital bundle.
 8. The tribunal will send a copy of its eventual decision on dispensation to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
 9. Furthermore, the applicant landlords shall place a copy of the tribunal's eventual decision on dispensation together with an explanation of the leaseholders' appeal rights on their website **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. In this way, leaseholders who have not returned the reply form may view the tribunal's eventual decision on dispensation and their appeal rights on the applicant's website.
 - 10.

Attached: Reply Form for Leaseholders (to complete)

NOTES

- a. Whenever you send a letter or email to the tribunal you must also send a copy to the other parties (or, in the case of the applicant, post a copy on their website) and note this on the letter or email.**
- b. 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.**
- c. 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”).**
- d. 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.**

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from
Devonshires Solicitors LLP
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	



www.nhg.org.uk

18 October 2021

Property Ref:

Dear

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

Property Address:

Notting Hill Genesis (NHG) proposes to enter into a new agreement with an energy broker and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within Notting Hill Genesis.

NHG has made an application to seek dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all the consultation requirements imposed on the landlord by section 20 of the 1985 Act.

A copy of the application, statement of case, supporting documents and a copy of the directions are available on our website: [Utility dispensation | Notting Hill Genesis \(nhg.org.uk\)](http://www.nhg.org.uk/utility-dispensation), if you have any questions in relation to this application please submit by **29th October 2021**.

If you wish to receive a printed copy of the application and these directions please send a written request to Samuel Aboagye-Berchie, Notting Hill Genesis, Bruce Kenrick House, 2 Killick Street, N1 9FL and the documents will be mailed to you.

As the application progresses additional documents will be added to our website, including the final decision of the tribunal that will be uploaded on or after **29th October 2021**.

If you wish to oppose this application this must be done by **29th October 2021**.

- Complete the attached reply form and send it by email to the tribunal; and
- Send NHG, by email: svcfeedback@nhg.org.uk or by post, a statement in response to the application with a copy of the reply form. You should send with your statement copies of any documents that support your application.

NHG will be the 22nd November 2021:
Notting Hill Genesis
Bruce Kenrick House
2 Killick St, London, N1 9FL
Phone 020 3815 0000
Email info@nhg.org.uk

 **Online, anytime** **Activate MyAccount now.**
www.nhg.org.uk
Check your statements, raise and track repairs, pay your rent, give feedback and make requests

Notting Hill Genesis is a charity incorporated as a community benefit society under the Co-operative and Community Benefit Societies Act 2014 (7746) and is registered with the regulator of social housing as a social housing provider. Registered office: Bruce Kenrick House, 2 Killick Street, London, N1 9FL.

- 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 NHG require, including the application form, these and any subsequent directions, copies of any replies from leaseholders/tenants and any relevant correspondence with the tribunal;
- Upload a copy of the bundle to our website;
- Write to you, by email and/or post, providing you with a link to the uploaded bundle or, if you request one, a paper copy of the bundle;
- Also send an email to the tribunal at London.Rap@justice.gov.uk with a similar link to the uploaded bundle, that can be downloaded by the tribunal.

The tribunal will determine this application during the seven days commencing **6th December 2021** based on written representations.

Yours sincerely

S Aboagye-Berchie

Samuel Aboagye-Berchie
Service Charge Officer – S20 | Business Improvement Directorate

email: svcfeedback@nhg.org.uk
Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, N1 9FL

Attached: Reply Form for Leaseholders/Tenants (*to complete*)

NOTES

- a. Whenever you send a letter or email to the tribunal you must also send a copy to the other parties (or, in the case of the applicant, post a copy on their website) and note this on the letter or email.
- b. 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.
- c. 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”).
- d. 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.



Reply Form for Leaseholders

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord’s representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	



www.nhgggroup.org.uk

Addressee Name
First Line of Address
Second Line of Address
Third Line of Address
Postcode

Date

Payment Reference:

Dear

Utility Broker and Energy Supply Agreements

We previously wrote to you on 26 March 2021 to provide you with details of a utility brokerage contract that we had recently entered into and of future energy supply agreements which we intend to procure. These contracts are successors to our current contracts for communal energy supplies, which you presently contribute towards as part of your service charge.

New utility broker and energy supply agreements

Our previous letter informed you that we had recently procured a single utility broker agreement for the whole of Notting Hill Genesis (NHG) with a company named Inenco in place of the previous separate agreements that Notting Hill and Genesis had. This broker will assist NHG in procuring utility contracts by using established trading practices to scan a wide variety of suppliers in the market and achieve the best value for NHG and its residents.

With that brokerage agreement in place, we are now looking to use the brokerage service to procure a single long-term agreements for energy to achieve the best value which reflects our large property portfolio.

Notting Hill Home Ownership
Bruce Kenrick House
2 Killick St, London, N1 9FL

Phone 020 3815 0000
Fax 020 3815 0005
Email info@nhhg.org.uk

Notting Hill Genesis is a trading name of Notting Hill Home Ownership Limited, a registered society under the Co-operative and Community Benefit Societies Act 2014 (23066R), and is registered with the regulator of social housing as a social housing provider (SL3119). Registered office: Bruce Kenrick House, 2 Killick Street, London, N1 9FL. It is part of the Notting Hill Genesis Group.

Consultation on these new agreements

As a landlord we are required to consult certain customers prior to entering into contracts of a certain length or under which residents would be expected to contribute a certain amount as a service charge. Such agreements are known as a Qualifying Long Term Agreement (QLTA) and the consultation requirement is enshrined in Section 20 of the Landlord and Tenant Act 1985.

The utility broker agreement already agreed is not considered a QLTA for which consultation is required because, despite the length of the contract, the cost of the services is not of a value that would require consultation.

Any energy supply agreement would be considered a QLTA if the term of that agreement exceeded 12 months. However, because energy is a commodity traded on the wholesale market with prices changing minute by minute, competitive quotations for energy are only held open for a matter of hours. This prevents any landlord from providing estimates to residents for a consultation because those estimates are not valid for the length of time required to meaningfully consult.

Seeking dispensation

Because we are unable to consult for the proposed energy supply agreements, and because not doing so will in fact be of benefit to residents, we applied to the First Tier Tribunal (FTT) for permission to dispense with the consultation regulations for those agreements.

Having submitted our application, the FTT has issued directions requiring us to fulfil and the purpose of this letter is to meet those. Therefore, please be aware that the following documents related to our application are available for you to view if you wish on our website

- copy of our application (with personal details deleted)
- a copy of our statement of case and supporting documents
- a copy of the FTT directions received

These can be accessed here: www.nhg.org.uk/utilitydispensation. However, if you wish to receive a printed copy of our application and the directions then please let us know.

As the application progresses, additional documents will be added to this website, including the final decision of the tribunal which is likely to be uploaded on or after 29th October 2021.



Influencing our plans

If you wish to respond to our application, then you can do so by contacting us by email using the following address: HomeOwnershipUtilityDispensation@nhg.org.uk

Please use your payment reference in any correspondence and be advised that any response you might wish to make to our application should be made by 29 October 2021 as after that date we expect the FTT to consider our case and grant dispensation.

Yours sincerely,

First Name Last Name
Property Management Officer

THIS LETTER IS IMPORTANT. PLEASE KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE AND IN PARTICULAR IF YOU ARE SELLING YOUR PROPERTY THEN MAKE SURE YOU SUPPLY IT TO YOUR CONVEYANCERS SO THAT THEY CAN MAKE IT AVAILABLE TO YOUR BUYER. THE INFORMATION SET OUT IN THIS NOTICE MAY BE RELEVANT FOR A BUYER.

10 Alfred Place
London
WC1E 7LR

Your Ref: LON/00AU/LDC/2021/0209
Our Ref: NML/NHH1/3004

via email: London.RAP@justice.gov.uk
and Stephen.OMara@justice.gov.uk

FAO Stephen O'Mara (Case Officer)

11 November 2021

Dear Sirs

Re: Landlord & Tenant Act 1985 - Section 20ZA - Various residential leasehold properties belonging to Notting Hill Genesis

We write further to your email dated 09 November 2021 requesting a response to The Exchange TRA's letter that there has been non-compliance with Direction 1 dated 11th October 2021 ("the Exchange TRA's Letter").

Response to The Exchange TRA

As you are aware, the Applicant was required, under Direction 1, to "*write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association*". The Exchange TRA have claimed that this direction has not been followed as "*the landlord has not written to the recognised Tenants and Residents Association of The Exchange*".

Unfortunately, it has become apparent that the letter that was sent to The Exchange TRA was incorrectly addressed as the letter that was sent to the TRA referred to an incorrect street and post code. However, despite this we would suggest that the purpose of Direction 1 has been achieved as all leaseholders, who are understood to be members of The Exchange TRA, have received the same letter in their capacity as leaseholder.

As such, the individual leaseholders were informed of the application, advised that copies of the required documents were available on the Applicants website, that any response should be received by 29th October 2021, how to obtain printed copies of the application and directions, and that additional documents will be added to the website along with the final decision of the Tribunal.

The Exchange TRA's Letter shows that they were aware of the Applicant's letter by stating: "we understand these directions apply to us as individual residents recently received a letter by post dated 18th October informing of the above application". As we suggest that The Exchange TRA were aware we believe there is little prejudice caused by the fact they

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Tel 020 7 628 7576 Fax 0870 608 9390 DX 33856 Finsbury Square
www.devonshires.com



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A list of members is open for inspection at our offices. This firm does not accept service by electronic mail or facsimile.
This Firm is authorised and regulated by the Solicitors Regulation Authority under the name of Devonshires Solicitors LLP and registration number 619881

received the letter as individual leaseholders rather than as a recognised residents' association.

Additionally, the Exchange TRA's Letter also claims that the Applicant did not make the statement of case and supporting documents available on their website, or by any other method. However, as can be seen by the screenshot of the Applicant's website contained in the Exchange TRA's Letter, this is not the case. All of the documents were made available on the website as detailed in the letter and were available there since the letters were issued.

Therefore, in the event that the Tribunal is not satisfied that Direction 1 has been met in these cases the Applicant invites the Tribunal to exercise its powers under 8(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and waive any non-compliance with the directions.

However, if the Tribunal is not prepared to exercise its powers under 8(2)(a) the Tribunal is invited to consider the proposals set out under the heading "Option 3" below in order to address this issue as these proposals will also allow the Applicant to serve the said correspondence on The Exchange RTA in order to address The Exchange RTA's concerns.

Request for further Directions

Unfortunately, it has become apparent that letters sent to approximately 13,000 residents in order to comply with Direction 1 of the Order of 11 October 2021 contained errors which may have given rise to some uncertainty and confusion. In particular the properties referred to in the header of the letters for which the application related were not the properties which the resident occupied. For example, the letter sent to the resident at Flat 75 Tesla Court, Warple Way was correctly sent to that address but the title of the letter was headed "Property Address: Flat 82 Tesla Court Warple Way. This is evidenced in the letter attached.

The Applicant suggests that the residents concerned would recognise that the letter concerned them and their property given that the letter stated that "*Notting Hill Genesis (NHG) proposes to enter into a new agreement with an energy broker and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all properties within Notting Hill Genesis*".

Option 1:

In view of this the Applicant invites the Tribunal to confirm it is satisfied that Direction 1 has still been met in these cases.

Option 2:

In the event that the Tribunal is not satisfied that Direction 1 has been met in these cases the Applicant invites the Tribunal to exercise its powers under 8(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and waive any non-compliance with the directions.

Option 3:

Of course, the Applicant accepts that this cannot be guaranteed and that some residents may not appreciate that the application made by the Applicant relates to their property. It is for this reason that the Applicant is bringing this error to the Tribunal's attention.

In view of this, and in the event that the Tribunal is not prepared to exercise its powers under 8(2)(a) because it is concerned that the residents impacted by this error may not be adequately aware of the application, then the Applicant proposes the Tribunal exercise its powers under 6(2) and 8(2)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 addressing the issue in the following way under :

1. By sending out letters to all residents informing them of (i) the error; (ii) providing them with the information required under Direction 1 of the Order of 11 October 2021; and (iii) providing a further date by which residents are able to submit responses in accordance with Direction 2 if they have not already submitted responses.
2. This will also allow the opportunity to re-serve the letter on The Exchange TRA to ensure compliance with Direction 1 and to address The Exchange TRA's concerns.
3. In light of this, we would invite the Tribunal to make further directions extending the timescales in the existing Directions Order which would then allow additional time for further letters to be sent to residents and allowing a further deadline for residents to respond if they have not already done so.
4. Further we invite the Tribunal to provide that the extension apply to all further directions (as set out in the directions dated 11 October 2021, e.g. preparation of bundle, etc.).

It is suggested that there is little prejudice to the Respondents in extending the timescales as requested.

The Applicant is extremely grateful to the Tribunal for dealing with the directions as quickly as they have, and we look forward to receiving your response.

Yours faithfully

Devonshires

Devonshires Solicitors LLP

Direct tel: 02078804273

e-mail: neil.lawlor@devonshires.co.uk

Enc



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 7446 7708

Neil Lawlor
Devonshires Solicitors LLP

Your ref: NML/NHH1/3004
Our ref: LON/00AU/LDC/2021/0209

Date: 16 November 2021

Dear Mr Lawlor

RE: Landlord & Tenant Act 1985 - Section 20ZA

**PREMISES: Various Leasehold Properties Belonging, to Notting Hill Genesis,
N1 9FL**

Tribunal Judge Hamilton-Farey has considered the correspondence and in the interests of fairness to the respondents has revised the directions in this matter. These are attached.

Yours sincerely

**Mr Stephen O'Mara
Case Officer**

HA46



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

Case reference	:	LON/00AU/LDC/2021/0209
Properties	:	Various residential leasehold properties belonging to Notting Hill Genesis
Applicant	:	Notting Hill Genesis
Representative	:	Devonshires Solicitors LLP
Respondents	:	Various leaseholders subject to electricity and gas supplies
Type of application	:	To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of electricity to communal areas
Tribunal	:	Nadine Sandford (Legal Officer) Tribunal Judge Hamilton-Farey
Date of directions	:	11th October 2021 Directions varied 15 November 2021

**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.

IMPORTANT – COVID 19 ARRANGEMENTS

- Due to the Covid-19 pandemic, the London Regional office at 10 Alfred Place is currently operating with a skeleton staff. Most judges and staff are working remotely. Where possible and appropriate, determinations are being made based on documents provided by parties in digital bundles. If a hearing is required, the tribunal will seek to accommodate this through the use of audio or video conferencing technology. While face-to-face hearings may be arranged in exceptional circumstances, these will be subject to necessary precautions to prevent the spread of infection.

- 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. The attachment size limit is 36MB. If your attachments are larger than 36MB they must be split over several emails.
- **If a party does not have access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.**
- Parties are notified that, due to the pandemic, it is likely to take longer than usual for the tribunal to respond to correspondence. Please do not chase for a response unless truly urgent.

Background to the Application

- (A) The applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all of the consultation requirements imposed on the landlord by section 20 of the 1985 Act¹.
- (B) The applicant proposes to enter into a new agreement with an energy broker and to use that broker to procure utility supply agreements to supply gas and/or electric across all of the properties within Notting Hill Genesis.
- (C) The proposed new contract will run from 1st April 2021, after the current contract has expired on 31st March 2021. The applicants seek dispensation from all the consultation requirements under section 20 of the Landlord and Tenant Act 1985, on the basis that they will be able to take advantage of more competitive energy prices, if they entered into these agreements and, because of the volatile nature of energy procurement, they would not be able to obtain significant cost savings for the benefit of the leaseholders, if they were required to carry out the section 20 consultation process.
- (D) 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.**
- (E) The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 give guidance on how the application will be dealt with.

DIRECTIONS

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

1. The landlords must by **3 December 2021**.
 - 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 (with personal details deleted), statement of case, supporting documents and a copy of these directions will be available on the applicants' website, advising them of the URL address, and notifying them that any response to the application should be made by 29th October 2021;
 - (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, with any personal details deleted);
 - (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 29th October 2021.
 - 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 23 December 2021
 - Complete the attached reply form and send it by email to the tribunal; and
 - Send to the landlords, 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 landlords must by 12 January 2022
 - 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 landlords rely, 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 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]".
4. The tribunal will determine this application during the seven days commencing **24 January 2022** based on written representations.
 5. However, any party may make a request to the tribunal that a hearing should be held. Any such **request for a hearing should be made by 29th November 2021**, giving an indication of any dates to avoid. The tribunal will then notify the parties of the hearing date. The hearing will have a time estimate of two hours, but either party should notify the tribunal if that time estimate is insufficient. If a hearing is requested, it shall take place on a **date to be confirmed** by remote video conferencing making use of the electronic documents received.
 6. Full details of how to take part will be sent nearer the time. No specialist software will be needed to access the hearing. However, parties will need to have access to a computer, connected to the Internet, with a webcam and microphone, or a similarly enabled smartphone or tablet device. If a party does not have suitable equipment to attend a video conference, they must notify the tribunal promptly, and consideration will be given to converting the video hearing into an audio hearing, by way of telephone conferencing.
 7. As the tribunal is working electronically during the current pandemic, the tribunal determining this application will not have access to a physical file, nor electronic access to documents sent to the tribunal. It is therefore essential that the parties include any relevant correspondence to the tribunal within the digital bundle.
 8. The tribunal will send a copy of its eventual decision on dispensation to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
 9. Furthermore, the applicant landlords shall place a copy of the tribunal's eventual decision on dispensation together with an explanation of the leaseholders' appeal rights on their website **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. In this way, leaseholders who have not returned

the reply form may view the tribunal's eventual decision on dispensation and their appeal rights on the applicant's website.

10.

Attached: Reply Form for Leaseholders (to complete)

NOTES

- a. Whenever you send a letter or email to the tribunal you must also send a copy to the other parties (or, in the case of the applicant, post a copy on their website) and note this on the letter or email.
- b. 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.
- c. 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").
- d. 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.

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	

Annie Bletsoe-Brown

From: Annie Bletsoe-Brown <Annie.Bletsoe-Brown@devonshires.co.uk>
Sent: 17 November 2021 15:30
To: O'Mara, Stephen
Cc: the.exchange.tra@gmail.com; Neil Lawlor; London.RAP@justice.gov.uk
Subject: RE: Various Leasehold Properties Belonging, to Notting Hill Genesis, N1 9FL - Our Ref: LON/00AU/LDC/2021/0209 [IWOV-Matters.FID1531389]

Dear sir

Thank you for your email and for dealing with our request so quickly.

We have reviewed the directions and note that the date contained in direction 5, the deadline for respondents to request a hearing, has not been updated from the previous directions dated 11 October 2021. Please may you amend to ensure that this aligns with the new deadlines.

Additionally, please could we request that the email address contained in the Reply Form for Leaseholders be amended from Neil.Lawlor@devonshires.co.uk, to HM_HMPL_NottingHillGenesis_Dispensation@devonshires.co.uk. Direction 2 requires leaseholders to respond by 23 December 2021 if they oppose the application. Neil is on annual leave over this period with no access to his emails. Therefore, we have had an additional mailbox set up to enable us to manage any responses on behalf of the Applicant.

I look forward to hearing from you.

Kind regards

Annie

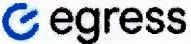
Annie Bletsoe-Brown | Trainee Solicitor | Devonshires

Direct Dial: 020 7880 4239
Switchboard: 020 7628 7576
Fax: 0870 608 9390
Website: www.devonshires.com

30 Finsbury Circus, London EC2M 7DT



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We have implemented this software to provide our firm and our clients with additional protection when sending/receiving emails and sharing sensitive information.

Annie Bletsoe-Brown

From: Annie Bletsoe-Brown <Annie.Bletsoe-Brown@devonshires.co.uk>
Sent: 19 November 2021 10:03
To: O'Mara, Stephen
Cc: the.exchange.tra@gmail.com; Neil Lawlor; London.RAP@justice.gov.uk
Subject: RE: Various Leasehold Properties Belonging, to Notting Hill Genesis, N1 9FL - Our Ref: LON/00AU/LDC/2021/0209 [IWOV-Matters.FID1531389]

Dear sir

In addition to my previous email below, we have further considered the amended directions dated 15 November 2021. We have noticed that the dates contained in direction 1 (b) and (d) have not been updated. Please may you provide us with an amended version so that we can notify the residents.

I look forward to hearing from you.

Kind regards

Annie


Annie Bletsoe-Brown | Trainee Solicitor | Devonshires

Direct Dial: 020 7880 4239
Switchboard: 020 7628 7576
Fax: 0870 608 9390
Website: www.devonshires.com

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Annie Bletsoe-Brown

From: Annie Bletsoe-Brown <Annie.Bletsoe-Brown@devonshires.co.uk>
Sent: 23 November 2021 12:53
To: O'Mara, Stephen
Cc: London.RAP@justice.gov.uk; the.exchange.tra@gmail.com; Neil Lawlor
Subject: RE: Various Leasehold Properties Belonging, to Notting Hill Genesis, N1 9FL - Our Ref: LON/00AU/LDC/2021/0209 [IWOV-Matters.FID1531389]

Dear sir

Please could you provide a response to my below requests. For the sake of clarity we are requesting that the directions be further amended due to:

1. The dates in direction 1 (b) and (d) have not been updated;
2. The date in direction 5 has not been updated;
3. The email address contained in the Reply Form for Leaseholders be amended from Neil.Lawlor@devonshires.co.uk , to HM_HMPL_NottingHillGenesis_Dispensation@devonshires.co.uk as Mr Lawlor will be on annual leave and unable to access any responses from the residents.

Additionally, please take into account the passage of time since the amended directions were issued (16/11/2021) and your date of response and extend all the direction deadlines accordingly to allow the Applicant sufficient time to re-send the letters.

I look forward to hearing from you.

Kind regards

Annie


Annie Bletsoe-Brown | Trainee Solicitor | Devonshires

Direct Dial: 020 7880 4239
Switchboard: 020 7628 7576
Fax: 0870 608 9390
Website: www.devonshires.com

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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 7446 7708

Neil Lawlor
Devonshires Solicitors LLP

Your ref: NML/NHH1/3004
Our ref: LON/00AU/LDC/2021/0209

Date: 24 November 2021

Dear Sirs

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

**PREMISES: Various Leasehold Properties Belonging, to Notting Hill Genesis,
N1 9FL**

Tribunal Judge Korn has considered the correspondence and revised the directions in this matter. These are attached.

Yours faithfully

**Mr Stephen O'Mara
Case Officer**

HA46



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

Case reference	:	LON/00AU/LDC/2021/0209
Properties	:	Various residential leasehold properties belonging to Notting Hill Genesis
Applicant	:	Notting Hill Genesis
Representative	:	Devonshires Solicitors LLP
Respondents	:	Various leaseholders subject to electricity and gas supplies
Type of application	:	To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of electricity to communal areas
Tribunal	:	Nadine Sandford (Legal Officer) Tribunal Judge Hamilton-Farey (15 November 2021) Tribunal Judge Korn (23 November 2021)
Date of directions	:	11th October 2021 Directions varied 15 November 2021 Directions further varied 23 November 2021

**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.

IMPORTANT – COVID 19 ARRANGEMENTS

- Due to the Covid-19 pandemic, the London Regional office at 10 Alfred Place is currently operating with a skeleton staff. Most judges and staff are working remotely. Where possible and appropriate, determinations are being made based on documents provided by parties in digital

bundles. If a hearing is required, the tribunal will seek to accommodate this through the use of audio or video conferencing technology. While face-to-face hearings may be arranged in exceptional circumstances, these will be subject to necessary precautions to prevent the spread of infection.

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- **If a party does not have access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.**
- Parties are notified that, due to the pandemic, it is likely to take longer than usual for the tribunal to respond to correspondence. Please do not chase for a response unless truly urgent.

Background to the Application

- (A) The applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all of the consultation requirements imposed on the landlord by section 20 of the 1985 Act¹.
- (B) The applicant proposes to enter into a new agreement with an energy broker and to use that broker to procure utility supply agreements to supply gas and/or electric across all of the properties within Notting Hill Genesis.
- (C) The proposed new contract will run from 1st April 2021, after the current contract has expired on 31st March 2021. The applicants seek dispensation from all the consultation requirements under section 20 of the Landlord and Tenant Act 1985, on the basis that they will be able to take advantage of more competitive energy prices, if they entered into these agreements and, because of the volatile nature of energy procurement, they would not be able to obtain significant cost savings for the benefit of the leaseholders, if they were required to carry out the section 20 consultation process.
- (D) 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.**
- (E) The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 give guidance on how the application will be dealt with.

¹ See the **Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)**

DIRECTIONS

1. The landlords must by **10 December 2021**
 - 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 (with personal details deleted), statement of case, supporting documents and a copy of these directions will be available on the applicants' website, advising them of the URL address, and notifying them that any response to the application should be made by **23 December 2021**;
 - (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, with any personal details deleted);
 - (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 **31st January 2022**.
 - 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 **23 December 2021**
 - Complete the attached reply form and send it by email to the tribunal; and
 - Send to the landlords, 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 landlords must by **19 January 2022**
 - 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 landlords rely, 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 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]".
4. The tribunal will determine this application during the seven days commencing **31 January 2022** based on written representations.
 5. However, any party may make a request to the tribunal that a hearing should be held. Any such **request for a hearing should be made by 17 January 2022**, giving an indication of any dates to avoid. The tribunal will then notify the parties of the hearing date. The hearing will have a time estimate of two hours, but either party should notify the tribunal if that time estimate is insufficient. If a hearing is requested, it shall take place on **a date to be confirmed** by remote video conferencing making use of the electronic documents received.
 6. Full details of how to take part will be sent nearer the time. No specialist software will be needed to access the hearing. However, parties will need to have access to a computer, connected to the Internet, with a webcam and microphone, or a similarly enabled smartphone or tablet device. If a party does not have suitable equipment to attend a video conference, they must notify the tribunal promptly, and consideration will be given to converting the video hearing into an audio hearing, by way of telephone conferencing.
 7. As the tribunal is working electronically during the current pandemic, the tribunal determining this application will not have access to a physical file, nor electronic access to documents sent to the tribunal. It is therefore essential that the parties include any relevant correspondence to the tribunal within the digital bundle.
 8. The tribunal will send a copy of its eventual decision on dispensation to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
 9. Furthermore, the applicant landlords shall place a copy of the tribunal's eventual decision on dispensation together with an explanation of the leaseholders' appeal rights on their website **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. In this way, leaseholders who have not returned

the reply form may view the tribunal's eventual decision on dispensation and their appeal rights on the applicant's website.

10.

Attached: Reply Form for Leaseholders (to complete)

NOTES

- a. **Whenever you send a letter or email to the tribunal you must also send a copy to the other parties (or, in the case of the applicant, post a copy on their website) and note this on the letter or email.**
- b. **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.**
- c. **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”).**
- d. **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.**

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative at HM_HMPL_NottingHillGenesis_Dispensation@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	



www.nhg.org.uk

<Correspondence Name>
<Correspondence address 1>
<add5>
<add6>
<add7>
<add8>
<add9>
<add10>

6 December 2021

Property Ref:<Property

Reference> - <Business Activity>

Dear <Correspondence Name>

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

We wrote to you recently about the application we made for dispensation from the consultation process. Regrettably, the previous letter contained an error, as a result we sought further direction from the Tribunal who have amended their dates so that you are not prejudiced in any way.

Notting Hill Genesis (NHG) proposes to enter into a new agreement with an energy broker and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within Notting Hill Genesis.

NHG has made an application to seek dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all the consultation requirements imposed on the landlord by section 20 of the 1985 Act.

A copy of the application, statement of case, supporting documents and a copy of the directions are available on our website: [Utility dispensation | Notting Hill Genesis \(nhg.org.uk\)](http://www.nhg.org.uk/utility-dispensation), if you have any questions in relation to this application please submit by **23rd December 2021**.

If you wish to receive a printed copy of the application and these directions please send a written request to Service Charge Compliance, Notting Hill Genesis, Bruce Kenrick House, 2 Killick Street, N1 9FL and the documents will be mailed to you.

As the application progresses additional documents will be added to our website, including the final decision of the tribunal that will be uploaded on or after **31st January**

Notting Hill Genesis
Bruce Kenrick House
2 Killick St, London, N1 9FL
Phone 020 3815 0000
Email info@nhg.org.uk

Online, anytime Activate MyAccount now. www.nhg.org.uk
Check your statements, raise and track repairs, pay your rent, give feedback and make requests.



If you wish to oppose this application this must be done by **23rd December 2021**.

- Complete the attached reply form and send it by email to the tribunal; and
- Send NHG, by email: svcfeedback@nhg.org.uk or by post, a statement in response to the application with a copy of the reply form. You should send with your statement copies of any documents that support your application.

NHG will by the **19th January 2022**:

- 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 NHG require, including the application form, these and any subsequent directions, copies of any replies from leaseholders/tenants and any relevant correspondence with the tribunal;
- Upload a copy of the bundle to our website;
- Write to you, by email and/or post, providing you with a link to the uploaded bundle or, if you request one, a paper copy of the bundle;
- Also send an email to the tribunal at London.Rap@justice.gov.uk with a similar link to the uploaded bundle, that can be downloaded by the tribunal.

The tribunal will determine this application during the seven days commencing **31st January 2022** based on written representations.

Yours sincerely

<HO Signature>

<HO>
Housing Officer

Enclosed: First Tier Tribunal Reply Form for Leaseholders/Tenants (*to complete*)



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

And send a copy to the landlord’s representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	



www.nhgggroup.org.uk

000001
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

10 December 2021

Payment Reference: [REDACTED]

Dear [REDACTED]

Utility Broker and Energy Supply Agreements

We previously wrote to provide you with details of a utility brokerage contract that we had entered into and of future energy supply agreements which we intend to procure. We then wrote to you in October to inform you of the progress made in our application for dispensation. The Tribunal has now asked that we allow an additional period for residents to consider and respond to our application if they wish.

New utility broker and energy supply agreements

As a landlord we are required to consult certain customers prior to entering into Qualifying Long Term Agreements (QLTA) which are contracts of a certain length or under which residents would be expected to contribute a certain amount as a service charge.

Any energy supply agreement would be considered a QLTA if the term of that agreement exceeded 12 months. Though we would not enter into an agreement that was a QLTA if a shorter agreement represented better value, we wish to have the freedom to negotiate the contract which represents the best value overall.

Because energy is a commodity traded on the wholesale market with prices changing minute by minute, competitive quotations for energy are only held open for a matter of hours. This prevents any landlord from providing estimates to residents for a consultation on any QLTA because those estimates are not valid for the length of time required to meaningfully consult.

Notting Hill Home Ownership Phone 020 3815 0000
Bruce Kenrick House Fax 020 3815 0005
2 Killick St, London, N1 9FL Email info@nhhg.org.uk

Notting Hill Genesis is a trading name of Notting Hill Home Ownership Limited; a registered society under the Co-operative and Community Benefit Societies Act 2014 (23066R), and is registered with the regulator of social housing as a social housing provider (SL3119). Registered office: Bruce Kenrick House, 2 Killick Street, London, N1 9FL. It is part of the Notting Hill Genesis Group.

Seeking dispensation

Because we are unable to consult for the proposed energy supply agreements, we have applied to the First Tier Tribunal (FTT) for permission to dispense with the consultation requirements for these agreements. Having submitted our application, the FTT has issued directions for us to fulfil, and the purpose of this letter is to do so.

The following documents related to our application are available for you to view if you wish on our website:

- copy of our application (with personal details deleted)
- a copy of our statement of case and supporting documents
- a copy of the FTT directions received

These can all be accessed here: www.nhg.org.uk/utilitydispensation. However, if you wish to receive a printed copy of our application and the directions then please let us know.

As this application progresses with the FTT, additional documents will be added to this website, including the final decision of the tribunal which is likely to be uploaded on or after 31 January 2022. This is because it is after that date that we have been informed by the FTT that they will reach their decision on our application.

Influencing our plans

If you wish to respond to our application but have not already done so, any response must be made by 23 December 2021. After that date we expect the FTT to consider our case and grant dispensation.

If you wish to discuss the application, you can contact us by email using the following address using your payment reference in any correspondence:
HomeOwnershipUtilityDispensation@nhg.org.uk.

Yours sincerely,

RiminiSol Phillpotts
Property Management Officer

THIS LETTER IS IMPORTANT. PLEASE KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE AND IN PARTICULAR IF YOU ARE SELLING YOUR PROPERTY THEN MAKE SURE YOU SUPPLY IT TO YOUR CONVEYANCERS SO THAT THEY CAN MAKE IT AVAILABLE TO YOUR BUYER. THE INFORMATION SET OUT IN THIS NOTICE MAY BE RELEVANT FOR A BUYER.



www.nhgggroup.org.uk

004815
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

10 December 2021

Payment Reference: [REDACTED]

Dear [REDACTED]

Utility Broker and Energy Supply Agreements

We previously wrote to you to provide you with details of a utility brokerage contract that we had entered into and of future energy supply agreements which we intend to procure. These contracts are successors to our current contracts for communal energy supplies, which you contribute towards as part of your service charge.

New utility broker and energy supply agreements

As a landlord we are required to consult certain customers prior to entering into any Qualifying Long Term Agreement (QLTA) which is a contract of a certain length or under which residents would be expected to contribute a certain amount as a service charge. Any energy supply agreement would be considered a QLTA if the term of that agreement exceeded 12 months.

Because energy is a commodity traded on the wholesale market with prices changing minute by minute, competitive quotations for energy are only held open for a matter of hours. This prevents any landlord from providing estimates to residents for a consultation on any QLTA because those estimates are not valid for the length of time required to meaningfully consult.

Though we would not enter into an agreement that was a QLTA if a shorter agreement represented better value, we wish to have the freedom to negotiate the contract which represents the best value overall.

Notting Hill Home Ownership **Phone** 020 3815 0000
Bruce Kenrick House **Fax** 020 3815 0005
2 Killick St, London, N1 9FL **Email** info@nhhg.org.uk

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As this application progresses with the FTT, additional documents will be added to this website, including the final decision of the tribunal which is likely to be uploaded on or after 31 January 2022. This is because it is after that date that we have been informed by the FTT that they will reach their decision on our application.

Responding to our application

If you wish to respond to our application, any response must be made by 23 December 2021 as after that date we expect the FTT to consider our case and grant dispensation.

If you wish to discuss the application, you can contact us by email using the following address using your payment reference in any correspondence:
HomeOwnershipUtilityDispensation@nhg.org.uk.

Yours sincerely,

ABDUL KHAYUM
Property Management Officer

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Observations and Responses in Accordance with Directions Order dated 11 October 2021

	Property Address	Resident's Observation	Applicant's Reply
1.	Flat 53, Building 50, Argyll Road, Royal Arsenal, Woolwich, London SE18 6PG	Complaint due to there being a utility agreement in place with another provider, the choice should remain with residents and discusses poor customer service for other issues.	Applicant confirms that the property will not be subject to the application.
2.	Flat 203, Proton Tower, 8 Blackwall Way, London E14 9GN	Objection due to the Applicant not being responsible for the communal utility supplies in the development.	NA
3.	Flat 5, Brandon Court, 32 Blaven Path, Canning Town, London E16 4BP	Complaint regarding the property condition, the service charge attributable to addressing works, dissatisfaction with subcontractors, previous property repairs and how insufficient information has been provided on the application.	Reply explaining how the consultation is for the future supply of energy agreements and not any works. Discusses consultation requirements for QLTA's and how price estimates cannot be given due to market fluctuations.
4.	Flat 1, Brandon Court, 32 Blaven Path, Canning Town, London E16 4BP	Complaint regarding the reasonableness of the Applicant requesting payment for works on a new build property when entering into the agreement.	NA
5.	Blank Pages	NA	NA
6.	Flat 6, Len Williams Court, Granville Road, London, NW6 5QY	Complaint concerning the lack of information on the grounds of application and how brokers do not act in residents best interests.	NA
7.	25 Nickleby Road, Chelmsford, Essex CM1 4UL	Complaint due to property being for general needs and the residents want to retain their independence when choosing energy providers for affordability.	Error corrected by re-serving letters as required by directions dated 15.11.2021 and 23.11.2021.

		Letter referred to an incorrect address.	
8.	Flat A, 61 Cambridge Road, London NW6 5AG	Complaint regarding maintenance of garden, internal cleaning and previous repair issues.	NA
9.	Flat 19, 9 Angel Lane, London, London, SE17 3FH	Complaint regarding the lack of safeguards and transparency with the costs involved, further disadvantages they will face due to HIU system and issues concerning the service charge accounts.	Reply discussing which elements relate to the Inenco contract and the application, how the HIU system is affected, and the benefits residents can expect from the flexibility of the contract.
10.	Flat 14, Ensbury House, Carroun Road, Lambeth SW8 1AY	No statement in response provided to the Applicant.	NA
11.	Flat 22, 11 Angel lane, London SE17 3FH	Complaint as the application will allow the Applicant to form contracts that affects communal and private areas without consultation due to the HIU system, concerns over lack of transparency on costs and other charges, monopolistic disadvantages and service charge issues.	Reply discussing how the dispensation is in relation to the consultation requirements rather than contract protections, its impact on the HIU system, that the application relates to future energy contracts rather than current, how the Applicant has complied with the FTT directions and that the leaseholders will not be prejudiced.
12.	Flat 17, 3 Angel Lane, London SE17 3FH	Complaint discussing the lack of protection and transparency when entering into the agreement and potential monopolistic gains for the Applicant. Further discusses issues concerning repair and management obligations at the property.	Reply discussing how leaseholders can apply to the Tribunal if they believe service charges are unreasonable, the benefits to residents from the dispensation and ability to achieve the best value in the long term and why dispensation from the consultation requirements is required.
13.	Flat 62, Lulworth House, Dorset Road, Lambeth, SW8 1DR	Complaint as property has no communal gas supply. Letter referred to the wrong address.	Error corrected by re-serving letters as required by directions dated 15.11.2021 and 23.11.2021.

14.	22A Hilltop Road, London NW6 2PY	Objection due to not being informed and/or consulted on applications that affect the tenancy, and issues regarding previous service charges.	NA
15.	22B Hilltop Road, London NW6 2PY	No statement in response provided to the Applicant.	NA
16.	Flat 16, Mulberry Court, Elgar Avenue, London NW10 8PH	Applicant has withdrawn objection due to son's ill health.	NA
17.	Flat C, 16 Nicoll Road, London NW10 9AB	Objection as resident wants to choose their own energy supplier.	Reply explaining the application is for the communal areas and does not impact the residents choice for own services.
18.	Flat 27, Staburn Court, 51 Burnt Oak, Broadway, Edgware, Middlesex, HA8 5JT	Response requesting further information and questioning the safeguards of entering into new energy supply agreements. Letter referred to the wrong address.	Error corrected by re-serving letters as required by directions dated 15.11.2021 and 23.11.2021.
19.	19 Endeavour House, 47 Cuba Street, London E14 8GZ	Complaint regarding lack of freedom when choosing personal energy suppliers and lack of consultation from the Applicant.	NA
20.	Flat B, 4 Westbourne Crescent, London, W2 3DB	Complaint due to property being a decant and service payments being outstanding.	NA
21.	The Exchange TRA	Letter sent to the Tribunal advising that there had been non-compliance with the directions as the residents association had not been written to, and insufficient information was made available on the Applicants website. Reply not opposing the application but questions the lack of clarity on	Error corrected by re-serving letters as required by directions dated 15.11.2021 and 23.11.2021. Response addressing which concerns are relevant to the application, how the costs will be demonstrated in the service charge accounts and the

		commission payments, the ability of residents to check charges, applicability to service charges, lack of communication from the Applicant, applicability to freeholders and non-compliance.	applications applicability to communal areas, the freeholder's position and how the TRA received a copy of the letter.
22.	Flat 39, Watersreach Apartments, Goodchild Road, London N4 2EQ	Complaint regarding the Applicant's profit margins and detriment to the residents. Complaint further notes timespan to respond and ways in which to respond were insufficient. Letter referred to the wrong address.	Error corrected by re-serving letters as required by directions dated 15.11.2021 and 23.11.2021.
23.	Flat 5, 105 High Road, London N15 6DL	No statement in response provided to the Applicant.	NA
24.	Flat 2, Brandon Court, 32 Blaven Path, London E16 4BP	Complaint regarding repair obligations and building maintenance.	Reply stating how the concerns are not related to the agreement subject to the application.
25.	Flat 18, Harkness Road, Hemel Hempstead, HP2 5GX	Objection regarding fears for increase in costs and uncertainty of the intention of the application. Resident has withdrawn objection following Applicant's response.	Reply explaining how the agreement relates to communal energy and the intention for the contract is to ensure flexibility for contracts which provide better protection from financial uncertainty.
26.	Flat 6, Frontenac, Donnington Road, Willesden, London NW10 3RA	No statement in response provided to the Applicant.	NA
27.	Flat 61 Moonstone House, 304 South Row MK9 2FR	Objection as the Applicant does not provide communal energy at the building, also discusses concerns relating to customer services and service charges.	Reply confirming the application does not affect the property.
28.	Flat 44, Park Lodge, Queens Park Avenue,	Complaint as the building is self-managed.	NA

	Billericay, Essex CM12 0QH		
29.	28 Endeavour House, 47 Cuba Street, London E14 8GZ	Complaint regarding concerns about institutionalisation with energy supplier contract and how the tenancy agreement does not provide for it.	NA
30.	18 Vibrant Gardens, London SW2 3RJ	Complaint relating to management and service charge issues, and concerns that the Applicant is attempting to conceal expenditure.	NA
31.	Flat 8, Sidney Miller Court, 26-28 Crown Street, Acton, London W3 8SL	Objection due to the timeframe in which to consider the implications of the application.	NA
32.	Flat 2, 3 Angel Lane, London SE17 3FD	Complaint relating to potential prejudice being caused to residents by removing protections, the cost implications, lack of transparency and potential to create an energy monopole. Further discusses issues relating to service charges.	Reply addressing each concern and how the application to seek dispensation is in relation to future energy supply agreements with the intention of minimising costs for residents. Notes the previous communication the Applicant provided to residents before submitting the application.
33.	Flat 3, Brandon Court, 32 Blaven Path, London E16 4BP	Complaint regarding the property condition, the service charge attributable to addressing works, dissatisfaction with subcontractors, previous property repairs and how insufficient information has been provided on the application.	Reply noting which complaints are not relevant to the application, the reasons for seeking dispensation and where the documentation can be located.
34.	Flat 22, Castlebar Court, Queens Walk, London W5 1TP	Observation that there was insufficient time to respond, that by applying for dispensation the Applicant is trying to bypass protections, the cost implications due to energy prices, there being little benefit to long-term agreements and concerns over the indefinite period for dispensation.	NA

35.	Flat 13, 3 Danson Mews, London SE17 3FN	Objection due to the HIU system in leaseholder properties being linked to the communal areas leaving leaseholders unable to choose personal providers and the cost implications.	Reply discussing the HIU system effect on communal and personal energy, how the dispensation application relates to future energy supply agreements and the intention to minimise associated costs and issues surrounding length of time quotes are available.
36.	19 Aqua Apartments, Goodchild Road, London N4 2BP	Objection regarding the lack of information on how ethical and diverse the previous energy supplier Inenco were.	Response highlighting the application is in relation to the ability to enter into future energy supply agreements rather than the Inenco agreement.
37.	52 Endeavour House, 47 Cuba Street, London E14 8G2	Objection as the tenancy agreement does not provide for the Applicant nominating energy suppliers within properties or communal areas and the lack of consultation.	NA
38.	Apartment 21, Avro House, London NW9 5HF	Complaint regarding the increase in costs and other issues related to the management of the building.	Reply discussing the intentions behind seeking dispensation and note how the other issues do not relate to the application.
39.	Flat 4, Edward Heylyn House, 15 Thomas Fyre Drive, London E3 2ZL	Concerned with the incorrect address being used for service and the prejudiced caused. Further objection due to the failure on the part of the Applicant to validly or timeously serve the notice and the notice was defective.	The Applicant requested what objections the resident had to the application. Error corrected by re-serving letters as required by directions dated 15.11.2021 and 23.11.2021.
40.	20 Dragonfly Court, 3 Leybourne Crescent, NW9 5UW	No statement in response provided to the Applicant.	NA
41.	107 Parkside Way, Harrow, HA2 6DB	No statement in response provided to the Applicant.	NA

42.	5 Ball House, 6 Nerodrome Road, London NW9 5GW	No statement in response provided to the Applicant.	NA
43.	Flat 5, 13-15 Grittleton Road, London W9 2DD	Objection due to the Applicant being exempted from its consultation requirements.	NA
44.	53A Bruce Road, NW10 8RE	No statement in response provided to the Applicant.	NA
45.	Flat 405, Leven Court, 2 Barnard Square, Ipswich IP2 8FE	No statement in response provided to the Applicant.	NA
46.	107 Parkside Way, Harrow, HA2 6DB	No statement in response provided to the Applicant.	NA
47.	Basement Flat, 13 Chesterton Road, London W10 5LY	Objection due to the leaseholders enfranchising and on grounds that the costs are prejudicial to the leaseholders.	NA
48.	6 Woodmill Street, London SE16 3GG	Observations regarding applicability to freeholders and concerns over time given to respond.	Applicant explains how the consultation requirements do not apply to freeholders.
49.	12C Redcliffe Street, London SW10 9DS	Observation requesting information on the application and cost implications. Further issues regarding electricity usage.	Reply explaining what the application is for and the future cost benefits.
50.	5 Shilling Place, London W7 1HN	Observation noting the resident will continue to arrange their own energy supply.	Reply stating the application does not apply to the resident as there is no communal area.
51.	Flat A, 23 Cambridge Grove, London W6 0LA	Response questioning the consultation requirements, service charge implications and how there was no previous consultation for the Inenco energy contract.	Reply explaining what the legal consultation requirements are, how the previous contract was not a QLTA so consultation was not required and the annual service charge consultations.

52.	26 Costmonger Building, 10 Arts Lane, London SE16 3GA	Observation regarding the cost implications and questions what bills and costs will be affected.	Reply explaining how the application concerns future energy supply agreements in communal areas rather the Inenco contract and the inability to assess reasonableness of costs at this time.
53.	Flat 20 Whitmore Building, 3 Arts Lane, London SE16 3GB	Objection due to lack of clarity on commission payments, the ability for residents to check charges, applicability to service charges, the lack of communication from the Applicant, the applications applicability to freeholders and non-compliance with directions.	Response addressing which concerns are relevant to the application, how the costs will be demonstrated in the service charge accounts and the applications applicability to communal areas, the freeholder's position and how the TRA received a copy of the letter.
54.	Flat 16 Whitmore Building, 3 Arts Lane, London SE16 3GB	Objection due to lack of clarity on commission payments, the ability for residents to check charges, applicability to service charges, the lack of communication from the Applicant and non-compliance with directions.	Response addressing which concerns are relevant to the application, how the costs will be demonstrated in the service charge accounts and the applications applicability to communal areas, the freeholder's position and how the TRA received a copy of the letter.
55.	Flat 46 Portland Close, Portland Gardens, Chadwell Heath, Romford, Essex RM6 5UE	Objection due to the requirements for responding being confusing for lay people, and how the blanket deal will limit independent choice for tenants when choosing energy suppliers, and how any agreement where leaseholders are required to pay should be consulted. Letter contained the incorrect address.	Error corrected by re-serving letters as required by directions dated 15.11.2021 and 23.11.2021.

Observations and Responses in Accordance with Directions Order dated 23 November 2021

56.	Flat 6, Len Williams Court, Granville Road, London NW6 5QY	Complaint concerning the lack of information on the grounds of the application, how brokers do not act in residents best interests, and references an alleged admin error due to the required documents not being made available on the Applicants website.	NA
57.	Flat 19, 9 Angel Lane, London, SE17 3FG	Complaint concerning how there should be a consultation due to the cost implications and there being no benefit for residents. Further complaint regarding the lack of safeguards and transparency with the costs involved, further disadvantages they will face due to the HIU system and issues concerning the service charge accounts.	Reply discussing which elements relate to the Inenco contract and the application, how the HIU system is affected, and the benefits residents can expect from the flexibility of the contract.
58.	Flat 22, 11 Angel Lane, London SE17 3FH	Complaint as the application will allow the Applicant to form contracts that affect communal and private areas without consultation due to the HIU system, concerns over lack of transparency on costs and other charges, monopolistic disadvantages and service charge issues.	Reply discussing how the dispensation is in relation to the consultation requirements rather than contract protections, its impact on the HIU system, that the application relates to future energy contracts rather than current, how the Applicant has complied with the FTT directions and that the leaseholders will not be prejudiced.
59.	28 Endeavour House, 47 Cuba Street, London E14 8GZ	No statement in response provided to the Applicant.	NA
60.	Flat 19, Endeavour House, 47 Cuba Street, London E14 8GZ	Complaint regarding concerns due to the lack of clarity and that while the property is electric the Applicant is attempting to pass on gas charges to residents, the high service costs currently charged and	NA

		the Applicant misleading residents to procure additional money.	
61.	18 Vibrant Gardens, London SW2 3RJ	Complaint relating to management and service charge issues, and concerns that the Applicant is attempting to conceal expenditure and is not competent to make such a decision without consultation.	Response discussing how the dispensation matter is separate from the objections raised.
62.	The Exchange TRA	Complaint that the TRA did not receive a letter. Additional objection due to lack of clarity on commission payments, the residents ability to check charges, applicability to service charges, the lack of communication from the Applicant, applicability to freeholders and non-compliance with the directions.	Replies explaining where and how letters were sent to individuals as well as the TRA. Further response addressing which concerns are relevant to the application, how the costs will be demonstrated in the service charge accounts and the applications applicability to communal areas, the freeholder's position and how the TRA received a copy of the letter.
63.	Flat 2, 3 Angel Lane, London SE17 3FD	Complaint regarding the potential prejudice to residents due to the removal of protections on paying for inappropriate services, management issues and handling of the service charge.	NA
64.	53A Bruce Road, Harlesden, London NW10 8RE	Complaint due to lack of previous correspondence and concerns regarding the communal area being wired to a pre-payment meter.	NA
65.	1 Nelson Close, London NW6 5HW	Complaint as the resident wishes to stay with current personal energy provider.	NA
66.	76A Princess Road, London NW6 5QX	Complaint as the property has no communal area.	NA

67.	Flat 29B St Johns Avenue, London NW10 4ED	No statement in response provided to the Applicant.	NA
68.	19 Sterling Close, London NW10 ZHD	No statement in response provided to the Applicant.	NA
69.	4 Zenith Close, Colindale, NW9 6BR	Observation requesting further information on the implications for the service charge payable and the benefit that residents can expect from the Inenco contract. The main concern is in relation to an unresolved compensation claim and complexity of the application documents available on the Applicants website.	NA
70.	Flat 32, Lawrence Hall, 2 Cumberland Road, London, E13 8NH	Response concerning how the resident did not receive prior correspondence, the inability to access documents and the length of time that has been given to reply.	NA
71.	Flat 26, Endeavour House, 47 Cuba Street London E14 8GZ	Complaint concerning the lack of clarity and that while the property is electric the Applicant is attempting to pass on gas charges to residents, the high service costs currently charged and the Applicant misleading residents to procure additional money.	NA
72.	Flat 11, Ibberton House, Meadow Road, London SW8 1DS	Complaint regarding service charge issues.	NA
73.	67b Purves Road, Kensal Green, London NW10 5TD	Complaint as the resident is happy with current energy supplier.	NA
74.	113 Western Avenue, Acton, London W3 7EB	No statement in response provided to the Applicant.	NA

75.	27A Jessel Drive, Loughton Essex IG10 2EX	Complaint as the resident is happy with current energy supplier and does not want to change.	NA
76.	Flat 17 Endeavour House, 47 Cuba Street, London E14 8GZ	<p>Complaint due to the proposal being disproportionate, unfair and going against the spirit of the association.</p> <p>Discusses how there is no provision in the tenancy agreement that allows for the application, rather the Applicant must not act in a way that puts residents at a disadvantage and to carry out proper consultations. References the office of fair trading which states tenants have a right to choose their energy supply if they are responsible for paying the bill.</p> <p>Raises further issues in relation to rising costs, maintenance of the building and some residents not receiving the letter.</p>	NA
77.	Flat 31 Endeavour House, 47 Cuba Street, London E14 8GZ	<p>Complaint due to the proposal being disproportionate, unfair and going against the spirit of the association.</p> <p>Discusses how there is no provision in the tenancy agreement that allows for the application, rather the Applicant must not act in a way that puts residents at a disadvantage and to carry out proper consultations. References the office of fair trading which states tenants have a right to choose their energy supply if they are responsible for paying the bill.</p> <p>Raises further issues in relation to rising costs, maintenance of the building and some residents not receiving the letter.</p>	NA
78.	Flat 1 Endeavour House, 47 Cuba Street, London E14 8GZ	Complaint due to the proposal being disproportionate, unfair and going against the spirit of the association.	NA

		<p>Discusses how there is no provision in the tenancy agreement that allows for the application, rather the Applicant must not act in a way that puts residents at a disadvantage and to carry out proper consultations. References the office of fair trading which states tenants have a right to choose their energy supply if they are responsible for paying the bill.</p> <p>Raises further issues in relation to rising costs, maintenance of the building and some residents not receiving the letter.</p>	
79.	43 Shafter Road, Dagenham RM10 8AJ	No statement in response provided to the Applicant.	NA
80.	Flat 16 Endeavour House, 47 Cuba Street, London E14 8GZ	<p>Complaint due to the proposal being disproportionate, unfair and going against the spirit of the association.</p> <p>Discusses how there is no provision in the tenancy agreement that allows for the application, rather the Applicant must not act in a way that puts residents at a disadvantage and to carry out proper consultations. References the office of fair trading which states tenants have a right to choose their energy supply if they are responsible for paying the bill.</p> <p>Raises further issues in relation to rising costs, maintenance of the building and some residents not receiving the letter.</p>	NA
81.	Flat 8, Roger Stone Court, 8 Coombe Road, Neasden London NW10 0EJ	No statement in response provided to the Applicant.	NA
82.	Flat 25 Endeavour House, 47 Cuba	Complaint due to the proposal being disproportionate, unfair and going against the spirit of the association.	NA

	Street, London E14 8GZ	<p>Discusses how there is no provision in the tenancy agreement that allows for the application, rather the Applicant must not act in a way that puts residents at a disadvantage and to carry out proper consultations. References the office of fair trading which states tenants have a right to choose their energy supply if they are responsible for paying the bill.</p> <p>Raises further issues in relation to rising costs, maintenance of the building and some residents not receiving the letter.</p>	
83.	Flat 9 Endeavour House, 47 Cuba Street, London E14 8GZ	<p>Complaint due to the proposal being disproportionate, unfair and going against the spirit of the association.</p> <p>Discusses how there is no provision in the tenancy agreement that allows for the application, rather the Applicant must not act in a way that puts residents at a disadvantage and to carry out proper consultations. References the office of fair trading which states tenants have a right to choose their energy supply if they are responsible for paying the bill.</p> <p>Raises further issues in relation to rising costs, maintenance of the building and some residents not receiving the letter.</p>	NA
84.	Flat 6, Netherton House, 13 Broadmead Road, UB5 6FX	No statement in response provided to the Applicant.	NA
85.	99A, Sutherland Avenue, London W9 2HG	Complaint as the property has no access to the communal areas nor contribute to the communal service charge and as such the application does not relate to them.	NA

86.	Flat 607 Wharfside Point North, 262 Poplar High Street, London E14 0BN	No statement in response provided to the Applicant.	NA
87.	Flat 17, Honeysuckle Apartments, Coster Avenue, London N4 2NZ	No statement in response provided to the Applicant.	NA
88.	Flat 1, Wade Court, 101 Harrowdene Road, Wembley HA0 2HP	No statement in response provided to the Applicant.	NA
89.	Flat A 67 Glengall Road, London NW6 7EL	No statement in response provided to the Applicant.	NA
90.	21 Learner Drive, Harrow, Middlesex HA2 9RT	No statement in response provided to the Applicant.	NA
91.	Flat 7, Furnival Court, 12 Clovelly Road, Hounslow, TW3 4FE	Complaint regarding the cost implications of the application.	Reply stating the Applicant is unable to give a cost estimate due to changing market prices.
92.	Flat B, 100 Edith Grove, London SW10 0NH	Complaint as the resident wants to continue with current energy supplier.	Reply explaining the application relates to the utilities in communal areas rather than within the demised premises.
93.	5 Aiten Place, London, W6 9UN	Complaint that dispensing with consultation makes the Applicant unaccountable, fears that a precedent being set and service charge issues.	Reply discussing the reasons for the dispensation application and how it can minimise costs due to the flexibility when agreeing a contract. Further explains why the Applicant is unable to consult due to the length of time quotations are available on the market.

94.	8 Aiten Place, London, W6 9UN	Complaint as dispensation of the consultation requirements could make the Applicant unaccountable and fears that a precedent being set. Further discusses issues relating to management and the complaints process.	Reply discussing the reasons for the dispensation application and how it can minimise costs due to the flexibility when agreeing a contract. Further explains why the Applicant is unable to consult due to the length of time quotations are available on the market.
95.	Flat 19, Ockham Building, 9 Arts Lane, London SE16 3GB	Objection due to lack of clarity on commission payments, the residents ability to check charges and applicability to service charges.	Response addressing which concerns are relevant to the application, how the costs will be demonstrated in the service charge accounts and the applications applicability to communal areas.
96.	5 Shiling Place, London, W7 1HN	Complaint as the resident wants to continue brokering their own energy supplier.	NA
97.	3 The Cygnets, Feltham, Middlesex, TW13 6NA	Response requesting information on how the application would impact the resident.	Reply explaining how the Applicant provides services to the communal areas and how the application is for dispensation from consultation requirements due to the length of time quotations are available in the market.
98.	Bakersfield Residents Association	Response requesting specific details of the environmental requirements of the agreement.	NA
99.	Flat 23, Whitmore Building, 3 Arts Lane, London SE16 3GB	Objection due to lack of clarity on commission payments, the residents ability to check charges and applicability to service charges.	NA
100.	Flat 46 Portland Close, Portland Gardens, Chadwell Heath, Romford, Essex RM6 5UE	Objection due to the requirements for responding being confusing for lay people, and how the blanket deal will limit independent choice for tenants when choosing energy suppliers, and how any agreement	NA

		<p>where leaseholders are required to pay should be consulted.</p> <p>Further objections regarding service of the letter.</p>	
101.	13 Hurst Way, Chelmsford, Essex CM2 6XL	No statement in response provided to the Applicant.	NA
102.	16B Glynfield Road, London NW10 9JX	Complaint due to lack of information on the cost implications of the application and lack of dialogue with the Applicant.	NA
103.	Flat 30, Endeavour House, 47 Cuba Street, London E14 8GZ	<p>Complaint due to the proposal being disproportionate, unfair and going against the spirit of the association.</p> <p>Discusses how there is no provision in the tenancy agreement that allows for the application, rather the Applicant must not act in a way that puts residents at a disadvantage and to carry out proper consultations. References the office of fair trading which states tenants have a right to choose their energy supply if they are responsible for paying the bill.</p> <p>Raises further issues in relation to rising costs, maintenance of the building and some residents not receiving the letter.</p>	NA
104.	Flat 14, Endeavour House, 47 Cuba Street, London E14 8GZ	<p>Complaint due to the proposal being disproportionate, unfair and going against the spirit of the association.</p> <p>Discusses how there is no provision in the tenancy agreement that allows for the application, rather the Applicant must not act in a way that puts residents at a disadvantage and to carry out proper consultations. References the office of fair trading which states tenants have a right to choose their energy</p>	NA

		<p>supply if they are responsible for paying the bill.</p> <p>Raises further issues in relation to rising costs, maintenance of the building and some residents not receiving the letter.</p>	
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Annie Bletsoe-Brown

From: [REDACTED]
Sent: 20 October 2021 12:06
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor
Subject: NML/NHH1/3004 - Objection to NHG entering into an agreement with gas/electricity broker
Attachments: Flat 53 building 50 - Objection to energy broker and NHG.pdf

Hi,

I would like to formally object to Notting Hill Gensis's plans to enter into an agreement with a gas and/or electricity broker.

There is a similar agreement in place with Switch2 for heating which is proving quite expensive as a result of high daily standing charge. The supplier has no incentive to provide good customer service either. We have zero ability to go with a competitive supplier on the market as a result of this agreement. We would be in a similar position if NHG were to follow the same route for gas and electricity. Any controls that could be put in place to keep the rates low and competitive are never successful and based on Switch2 model, there won't be any controls in place for gas/electricity either.

The choice needs to remain with residents on who they would like to enter an agreement with for utility.

NHG as a company is incredibly difficult to have a dialogue with e.g. poor response rate to queries, incorrect billing on service charges, no communication from property management officers etc. Getting into another agreement where NHG will further control my spend will have an adverse impact on my finances and my ability to manage them.

Please let me know if there is anything further I need to do to ensure that objection has been recorded.

Thank you.

Regards,

[REDACTED]
Flat 53, building 50, Argyll road.

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	20 - 10 - 21
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	APT 33, BUILDING 50, ARGYLL ROAD SE 18 6 PG
Your correspondence address (if different):	SAME AS ABOVE
Telephone:	
Email:	[REDACTED]

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 03 November 2021 12:09
To: [REDACTED]
Cc: Neil Lawlor; London.RAP@justice.gov.uk
Subject: RE: NML/NHH1/3004 - Objection to NHG entering into an agreement with gas/electricity broker

Hi [REDACTED]

I write in response to your email below.

Having reviewed our records it would appear that NHG do not provide communal lighting or heating and neither do we provide domestic energy services. Therefore the services to be delivered under the proposed contracts would not affect your property and you would not be subject to our application.

We apologise for the inconvenience of having written to you.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 20 October 2021 12:06
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>
Subject: NML/NHH1/3004 - Objection to NHG entering into an agreement with gas/electricity broker

Hi,

I would like to formally object to Notting Hill Genesis's plans to enter into an agreement with a gas and/or electricity broker.

There is a similar agreement in place with Switch2 for heating which is proving quite expensive as a result of high daily standing charge. The supplier has no incentive to provide good customer service either. We have zero ability to go with a competitive supplier on the market as a result of this agreement. We would be in a similar position if NHG were to follow the same route for gas and electricity. Any controls that could be put in place to keep the rates low and competitive are never successful and based on Switch2 model, there won't be any controls in place for gas/electricity either.

The choice needs to remain with residents on who they would like to enter an agreement with for utility.

NHG as a company is incredibly difficult to have a dialogue with e.g. poor response rate to queries, incorrect billing on service charges, no communication from property management officers etc. Getting into another agreement where NHG will further control my spend will have an adverse impact on my finances and my ability to manage them.

Please let me know if there is anything further I need to do to ensure that objection has been recorded.

Thank you.

Regards,



Flat 53, building 50, Argyll road.

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 20 October 2021 19:44
To: London.RAP@justice.gov.uk; Neil Lawlor; svcfeedback@nhg.org.uk
Subject: Objection - LON/00AU/LDC/2021/0209 NML/NHH1/3004
Attachments: Objection - utility supply.pdf; Objection form.jpeg

Hello,

Please find attached my objection to Notting Hill Genesis' application.

References:
LON/00AU/LDC/2021/0209
NML/NHH1/3004

Kind regards,
[REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from
Devonshires Solicitors LLP
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	20 OCTOBER 2021
Signature:	
Print Name:	
Address of affected property:	FLAT 203, PROTON TOWER 8 BLACKWALL WAY, LONDON, E14 9GN
Your correspondence address (if different):	
Telephone:	
Email:	

Property address: Flat 203, Proton Tower, 8 Blackwall Way, London, E14 9GN

I oppose the application by Notting Hill Genesis to enter into a new agreement with an energy broker. I object because Notting Hill Genesis are not responsible for any of the utility supplies to the communal areas in my development. Notting Hill Genesis leases a number of flats from the freeholder of the development. The management company appointed by the freeholder arranges the utility supplies to communal areas.

I wish to be removed as a respondent to the application as Notting Hill Genesis are not responsible for my communal utility supplies.

Kind regards



Annie Bletsoe-Brown

From: [REDACTED]
Sent: 28 October 2021 05:15
To: London.RAP@justice.gov.uk; svcfeedback@nhg.org.uk
Cc: Neil Lawlor
Subject: LON/00AU/LDC/2021/0209 - Formal objection
Attachments: Statement of Objection to NHG 27.10.21.docx; NHG Reply Form - [REDACTED].pdf

To Notting hill Hill Genesis,

I herby submit my written notice to object the proposed application for dispensation under section 20ZA.

My completed lease holder reply form to NHG is attached along with my statement of response. A view shared by all leaseholders at Brandon Court.

Kind regards,


[REDACTED]

FAO:

Notting Hill Genesis (NHG)

svcfeedback@nhg.org.uk

FROM:


5 Brandon Court, London, E16 4BP

DATE: 27th OCT 2021

STATEMENT OF OBJECTION

In response to the recent application of **NHG** to seek dispensation under *section 20ZA of the Landlord and Tenant Act 1985* from all the consultation requirements imposed on the landlord by section 20 of the 1985 Act, the residents at Brandon Court oppose this application in view that **NHG** intends to unreasonably ask us as leaseholders, to pay towards work carried out to our building recently, now or in the near future, that is at no fault of the leaseholders.

The grounds that form the basis for this objection are as follows:

- (1) This is relatively a **new built property**, which we feel was unreasonably advertised as ready to move in by Q1 of 2016, provided that relevant works and checks were carried out to the building. Additionally, for a building that's only 5 years, there shouldn't be any major works for repair if correct checks were carried out during building handover to NHG.
- (2) Subsequently, most of the Brandon Court residents moved in around Q1-2 of 2016, when in May 2016, we had to experience a **horrific flooding** one Sunday morning due to **faulty/lose pipes** in the building. The flood started on 1st floor, spreading to the common areas and hallway at Brandon Court, moving towards the flats and lift. **Clearly if the building checks were properly carried out and all appliances checked thoroughly** – we would have avoided 1year long, stressful experience going back and forth with the NHG and sub-contractors, booking appointments for the need to dry our flats, changing the wooden flooring, bedroom carpets, spraying against freshly formed mould for the remainder of 2016. **Question to NHG:** As an experienced property developer – why do you advise your leaseholders to move in when clearly the proper checks to the property haven't been completely done?
***Note:** this incident is well recorded with NHG and should the court request relevant communication and documents, this correspondence can well be provided by NHG and the Residents at Brandon Court. Therefore, in support of our objection and of costs incurred to the building by no fault of ours causing unreasonable worry to leaseholders and damage to newly build flats, we feel that that we are correct to require NHG to continue complying with all the consultation requirements imposed on the landlord by section 20 of the 1985 Act.
- (3) **Sub-contractors and Service Charge:** Most of the time, we have been overpaying service charge from the day we moved in around Q1-2 2016 and NHG have been difficult to reply and send out yearly service charge estimate/summary statements applying credit/deficit notes to our billing accounts (unless we have chased you first). We would like to continue the transparency that section 20 of the 1985 Act allows for us as leaseholders, and we find no reason to support your application on this point either. **Regarding Sub-contractors**, related to maintenance, cleanliness of Brandon Court communal areas, gardens, we've always expressed and communicated dissatisfaction of such services carried out. We've

had times where no such services were carried out for weeks over the course of the last 5 years and during London lockdown between March 2020-21, however service charge was still required under the leaseholder agreement but still overvalued even during this period. Documented evidence has been taken demonstrating that no communal cleaning or land maintenance was carried out from 26th March 2020 until 13th August 2020. These charges have yet to be re-imbursed.

(4) Recent roof work (due to leakage into some property flats), taking place in the summer months of 2021.

Firstly, no proper consultation was carried out about such work and prior communication was not sent out to **all residents**. Having to find out only when the contractors were building their ground skeletons around the building that most residents found out.

Following this discovery, we wrote to NHG and only then discovered that specifically, some residents complained that they ceilings leak, also confirmed by speaking with leaseholders on top floors of the building. The contractors who carried out the work also mentioned that the roof was poorly insulated and therefore leaked into flats.

Work around the building was carried out by NHG as required due to complaints, and **at no fault of ours**, and as leaseholders, we feel that we have been let down by NHG by them reacting to problems rather than pro-actively having reduced the likelihood of such risks in hindsight of your expertise as property developer.

(5) Gas Pipes in Bin Storage: On numerous occasions we've brought up this matter to NHG regarding the naked gas pipes in the bin storage. Trash collection teams don't take enough care when emptying the bins and these pipes are easily hit from moving the bins in and out due to reckless handling of these bins from the Newham bins collection teams. We've filed numerous complains to Newham Council as well and our Site manager, Michael Oladiran is well aware of.

The issue is that the gas pipes should have been better protected or placed in a way that makes them isolated and safe and not directly in the way of force and pressure applied from moving bins in and out. Until now, we've had no real resolution to this matter, hence in further support to our objection to your claim to seek dispensation. Trusting we will not come to the worse, but repairing or protecting gas pipes could be a costly business, negligently putting residents and leaseholders at future risk.

(6) We as leaseholders have not been given sufficient and/or correct information regarding proposed works, section 20 notices for long term agreements and more importantly for this application for dispensation. The letter received for dispensation references that the application is to enter a new agreement with an energy broker. Until I receive full documentation of the application, which I have requested in writing this week, I do not understand why the need for dispensation just for an energy broker, unless there are foreseen major works to take place that we have not been notified of.

In summary,

We at Brandon Court, as the Leaseholders submit this letter to you (NHG) in good faith, but we find no reasonable circumstances on the points we've mentioned in this statement for you to seek dispensation under *section 20ZA of the Landlord and Tenant Act 1985* from all the consultation requirements imposed on the landlord by section 20 of the 1985 Act.

Your faithfully,



Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 04 November 2021 11:30
To: [REDACTED]
Cc: [REDACTED] Neil Lawlor
Subject: RE: NHG application for dispensation

Hi [REDACTED]

Our application for dispensation relates only to the future supply of energy agreements and not any other works or services. We are seeking dispensation to enter into energy supply agreements like many landlords do routinely in such circumstances in order to enter into long term agreements if professional opinion dictates that that is the best option to minimise costs or associated costs for residents.

As a landlord we are required to consult certain customers prior to entering into contracts of a certain length or under which residents would be expected to contribute a certain amount as a service charge. Such agreements are known as a Qualifying Long Term Agreement (QLTA) and the consultation requirement is enshrined in Section 20 of the Landlord and Tenant Act 1985 and any energy supply agreement would be considered a QLTA if the term of that agreement exceeded 12 months.

Unfortunately, because energy is a commodity traded on the wholesale market with prices changing minute by minute, competitive quotations for energy are only held open for a matter of hours. This prevents any landlord from providing estimates to residents for a consultation because those estimates are not valid for the length of time required to meaningfully consult.

It was actually a requirement of the FTT directions ([ftt-directions.pdf \(nhg.org.uk\)](#)) that we issued the correspondence and give residents until 29 October to submit a response. We have followed these directions set by the FTT and not decided our own deadline. All information related to our application is available on our website: [Utility dispensation | Notting Hill Genesis \(nhg.org.uk\)](#)

Kind Regards,

From: [REDACTED]
Sent: 21 October 2021 00:21
To: [REDACTED]
Cc: Michael Oladiran <Michael.Oladiran@nhg.org.uk>; [REDACTED] Neil Lawlor
<Neil.Lawlor@devonshires.co.uk>
Subject: Re: NHG application for dispensation

Hi Michael,

Following form [REDACTED] email, I would also like to know if this has anything to do with the roof work your contractors carried out during the summer.

I previously wrote to you on that point earlier in the year as to whether NHG has applied for any grants from UK Gov related such works and we didn't have reply on this point. I'm aware that there grants offered in the summer for home repairs, etc.

Seeking dispensation now could mean that things didn't go as projected or perhaps won't in the near future regarding such costs but I think we ought to have some clarity before jumping to conclusions.

Furthermore, this is very short notice so 1 week will not be enough to give you a reply. Copying in your solicitors so they can follow through on this.

Kind regards,
Fkat 1, Brandon Court
[REDACTED]

Sent from my iPhone

On 21 Oct 2021, at 00:02, [REDACTED] wrote:

Dear Micheal,

I'm contacting you in regards to the letter received today (letter dated 14th), detailing in some fashion that NHG has applied to the courts to seek dispensation under section 20ZA.

The service charge officer, MR S. Aboagye-Berchie who wrote the letter, failed to attach any contact information for himself, which is why I'm contacting you.

I hereby formally request information as to why NHG seek to gain dispensation and that the deadline to oppose the application be extended. The issued deadline of 29/10/21 does not provide sufficient time for us to respond due to insufficient information given to residents relating to this matter and to be able to respond informatively and appropriately.

What exactly are the works NHG intend to carry out that requires you to apply for dispensation?

Please kindly forward this to Mr S. Aboagye-Berchie

I look forward to your response.

Kind regards,
[REDACTED]

(Flat 5 Brandon Court)

On 27 Aug 2021, at 11:16, Michael Oladiran <Michael.Oladiran@nhg.org.uk> wrote:

Dear All,

I have received the recommended works for the bin store door. I have approved the works and supplied the purchase order.

“Supply & fit Maglock with Armature Plate.
Supply & fit custom Maglock bracket welded to steel bin store door frame
Test, commission and hand over

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 28 October 2021 11:21
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor
Subject: Re: Ref: LON/00AU/LDC/2021/0209 - Brandon Court 'Reply Form'
Attachments: Reply Form for Leaseholders Flat 1 Brandon Court E16 4BP.pdf

Ref: LON/00AU/LDC/2021/0209 - Brandon Court 'Reply Form'

'Reply form' now attached.

Dear FTT,

I trust my email finds you well.

In response to the recent application of Notting Hill Genesis N(HG) to seek dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all the consultation requirements imposed on the landlord by section 20 of the 1985 Act, we at Flat 1, Brandon Court, E16 4BP oppose this application in view that NHG intends to unreasonably ask us as leaseholders, to pay towards work carried out to our building recently, now or in the near future, that is at no fault of the leaseholders or as part of entering new broker/energy agreements without clearly defined costs.

Yours Faithfully,
Flat 1 Brandon Court, London, E16 4BP

[REDACTED]

[REDACTED]

[REDACTED]

T [REDACTED] | [Viber & WhatsApp](#) | [REDACTED]
[LinkedIn:](#) [REDACTED]



Please consider the environment before printing this email!



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	28 OCT 2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	1 BRANDON COURT 32 BLAVEN PATH, E16 4BP, LONDON
Your correspondence address (if different):	
Telephone:	
Email:	[Redacted]

163430664602 815000000 / 87259

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 21 October 2021 15:36
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor; svsfeedback@nhg.org.uk; [REDACTED]
Subject: Case Ref LON00AU/LDC/2021/0209
Attachments: AppSec20ZA.jpeg

First Tier Tribunal Property Chamber * Residential Property
Case Ref LON00AU/LDC/2021/0209

Devonshire Solicitors LLP
Ref NML/NHH1/3304

To whom it may concern

1)I/we the tenants have not been properly informed of the background of the new Broker and I/we are not keep informed clearly about the ground for requesting Dispensation. The lack of communication within Notting Hill Genesis Housing and their residents is utterly bad.

We don't have any proof that the brokers (*old and new*), who were acting on behalf of the landlord, however finally the residents, who pay service charges were acting on best interest.

We have a predicament at the moment in regards our **Energy Bill charges** for two financial years, and so far we have not seen any transparency or keenness to rightly inform us the facts from the NHG Finance Department at Bruce Kenrick House.

Grounds for seeking Dispensation

....
1.4 The Applicants entered into a TPI partnership with Inenco Group Limited as their Broker with

Leasehold 5 Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985 (08.20)

Page 7 of 12

*an initial period of 3 years with an option to extend by a further 2 years to provide expert utility consultancy and invoice validation services. **Entering into this partnership will allow the Applicants to take the desired longer term, strategic approach in purchasing energy on behalf of its residents and business. Inenco will assist the Applicants in ensuring that the utility contracts we enter into are best value for our residents** by using established trading practices and account management services. Their work will also assist us in making sure that the invoices we receive and pay are being charged at the correct contractual rates to avoid situations where our residents are being overcharged.*

2)I has been always the case that long term agreements with Brokers or contractors are not very safe and not very best customer focus and not the best option as it's said below...

1.6 The nature of the Long Term Agreements mean that it is not reasonably practicable for the Applicants to give the required information at the notice of proposal stage of the consultation process and also to have regard to the Resident's observations as generally there has to be acceptance of prices offered in a small

window of time. It is therefore not possible to act in the Resident's best interests as required by the Public Procurement Regulations whilst following the Section 20 Consultation procedure.

3) I finally oppose to enter on a new agreement with a Broker where no much information was remitted.

Please find attached

[REDACTED]

Reply Form for Leaseholders / TENANTS

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do wish to attend an oral hearing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	N/A	

Please also complete the details below:

Date:	21/10/21
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	LEN WILLIAMS COURT - FLAT 6 - BEAUVILLE Rd - KILBURN - LONDON NW6 5QY
Your correspondence address (if different):	Same address
Telephone:	[REDACTED]
Email:	[REDACTED]

25 Nettleby Rd
Chelmsford

23.10.21.

CMI 404

Neil Lawler
Devonshire Solicitors LLP
30 Finsbury Circus
London EC2M 7DT
Ref NML/NHH1/3004.

Dear Sirs,

The enclosed letter was received by myself 22.10.21.

1. Name & address correct
2. Property address incorrect
3. I oppose the change

Suggested for the following reasons.

15-33 Nettleby Rd are general roads properties with communal washing area a driveway only

I do not wish to change my energy supplier as I am very happy with my supplier & I am happy to keep my independent choice for energy, which is affordable to myself & I am in control of usage.

I have e-mailed a photo to yourselves & First-tier Tribunal Property Chamber as requested but as I am a novice in technology, I follow up with paper copy to ensure my decision is respected, & E-mail not legible, for some reason you can read the form enclosed.

[REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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And send a copy to the landlord's representative, **Neil Lawlor** from
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 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

This address is General needs NO communal energy

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

Please also complete the details below:

Date:	<i>22.10.21.</i>
Signature:	<i>[Redacted]</i>
Print Name:	<i>[Redacted]</i>
Address of affected property:	<i>400 have my name + address Also address of neighbour 27</i>
Your correspondence address (if different):	<i>25 NICKLEBY RD CHELMSFORD ESSEX CM1 4UL</i>
Telephone:	<i>[Redacted]</i>
Email:	<i>[Redacted]</i>

Same Letter



013036
[REDACTED]

25 Nickleby Road
Chelmsford
Essex
CM1 4UL

14 October 2021

Dear [REDACTED]

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

Property Address: 27 NICKLEBY ROAD, CHELMSFORD, ESSEX, CM1 4UL

Notting Hill Genesis (NHG) proposes to enter into a new agreement with an energy broker and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within Notting Hill Genesis.

NHG has made an application to seek dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all the consultation requirements imposed on the landlord by section 20 of the 1985 Act.

A copy of the application, statement of case, supporting documents and a copy of the directions are available on our website: www.nhg.org.uk/utility-dispensation/, if you have any questions in relation to this application please submit by **29th October 2021**.

If you wish to receive a printed copy of the application and these directions please send a written request to Samuel Aboagye-Berchie, Notting Hill Genesis, Bruce Kenrick House, 2 Killick Street, N1 9FL and the documents will be mailed to you.

As the application progresses additional documents will be added to our website, including the final decision of the tribunal that will be uploaded on or after **29th October 2021**.

If you wish to oppose this application this must be done by **29th October 2021**.

Notting Hill Genesis
Bruce Kenrick House
2 Killick St London, N1 9FL

020 3815 0000
info@nhg.org.uk

Online, anytime
 Activate MyAccount now.
www.nhg.org.uk

16343066460130360102000 / 52141

- Complete the attached reply form and send it by email to the tribunal; and
- Send NHG, by email: svcfeedback@nhg.org.uk or by post, a statement in response to the application with a copy of the reply form. You should send with your statement copies of any documents that support your application.

NHG will by the **22nd November 2021**:

- 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 NHG require, including the application form, these and any subsequent directions, copies of any replies from leaseholders/tenants and any relevant correspondence with the tribunal;
- Upload a copy of the bundle to our website;
- Write to you, by email and/or post, providing you with a link to the uploaded bundle or, if you request one, a paper copy of the bundle;
- Also send an email to the tribunal at London.Rap@justice.gov.uk with a similar link to the uploaded bundle, that can be downloaded by the tribunal.

The tribunal will determine this application during the seven days commencing **6th December 2021** based on written representations.

Yours sincerely

S Aboagye-Berchie

Samuel Aboagye-Berchie
Service Charge Officer – S20 | Business Improvement Directorate

email: svcfeedback@nhg.org.uk
Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, N1 9FL

Attached: Reply Form for Leaseholders/Tenants (*to complete*)

NOTES

- Whenever you send a letter or email to the tribunal you must also send a copy to the other parties (or, in the case of the applicant, post a copy on their website) and note this on the letter or email.
- 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.
- 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”).
- 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.

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 22 October 2021 11:23
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor
Subject: Case Reference LON/00AU/Idc/2021/0209

Dears Sirs,

We have had a letter sent with reference to the above case application. We are somewhat mystified by this AS WE DID NOT OPT INTO the maintenance of our front garden and internal cleaning as we know that it would be to a higher standard if maintained by ourselves.

Notting Hill Genesis should know this from their records although due to irresponsible directions from Genesis we have had the front garden hacked to ground level on 2 occasions which have resulted in the Contractor having to supply and replant the garden. They have also entered the common parts and removed valuable items and then claimed they could not be found so did not return or replace these items.

It is essential that NHG are made aware of their failures in the past so there are no further instances of mismanagement.

[REDACTED]
61a Cambridge Road
Kilburn
NW65AG

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 24 October 2021 16:48
To: london.RAP@justice.gov.uk; Neil Lawlor;
homeownershiputilitydispensation@nhg.org.uk
Cc: [REDACTED]
Subject: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)
Attachments: ftt-directions.pdf

Case Ref LON/00AU/LDC/2021/0209

Date 24/10/21

To The First-tier Tribunal Property Chamber

To Whom It May Concern

I am a resident of Manor Place Depot, SE17 3FG, my payment reference is 23667408.

I have received a letter from Notting Hill Genesis dated 18th Oct, but received on the 19th Oct. I wish to object again to this application, as I did to their first letter. Circumnavigating safeguards that are in place to protect leaseholders is less than ideal. Regularly changing energy suppliers will likely increase costs or associated costs for residents especially in the current climate of energy price hikes. If NHG decide to use a third party to do this there is even less transparency to residents and leaseholders on the costs involved or the service level we can expect.

As we have a district heat network on my development in the form of a HIU, we already have less choice in terms of our energy suppliers than other households in this area, further removal of safeguards will likely be to our disadvantage and ultimately leaseholders will suffer.

NHG does not have the best reputation in being accurate and transparent with their budgets, and an example of this is that we have not had audited accounts back for the service charge 2019/20 or 2021/21. Section 20b has been issued for these but this could have been avoided.

I am concerned with anything that proactively looks to remove industry safeguards for residents and leaseholders. NHG should be able to do this themselves without using a third party to do it on their behalf. If they decide to use a third party this is surely a business cost to them and not an additional cost to residents who will likely have to pay a +% to the third party for their services.

I also feel that NHG entered into an agreement for a QLTA with Inenco for this intended activity before they had consulted with leaseholders – were they correct to do so?

There is no guarantee that this new arrangement will benefit leaseholders, and I cannot see anywhere where NHG have committed to the point that the HIU will not generate any additional profit for NHG.

If the Tribunal approves this application I would ask that the following conditions are applied:

- NHG commit to be transparent with costs and associated costs incurred.
- The QLTA be reviewed annually to see what impact it is having on residents and to see if it is appropriate to continue
- At least 3 quotes should be considered and kept on file for inspection by residents.
- NHG signs up to Heat Trust <https://www.heattrust.org/>
- Commit to only change the suppliers if there is a cost benefit to the leaseholders
- Commit to not making any 'additional profit from the charges' for the HIU plant on my development as per the Government's guidance of heat network November 2020
- List what compensation is due to leaseholders if there is a failing on the part of NHG

I would be happy to attend a virtual hearing if this is possible.

Yours

[REDACTED]
Flat 19, 9 Angel Lane, London, SE17 3FG

This email is sent on behalf of The Royal Society, 6-9 Carlton House Terrace, London SW1Y 5AG, United Kingdom

The contents of this email and any attachments are intended for the confidential use of the named recipient(s) only. They may be legally privileged and should not be communicated to or relied upon by any person without our express written consent. If you are not an addressee (or you have received this mail in error) please notify us immediately by email to: it.admin@royalsociety.org and confirm the deletion of this email and attachments immediately. You should carry out your own virus check before opening any attachment. The Royal Society accepts no liability for any loss or damage which may be caused by software viruses or interception or interruption of this email.

Please see our [privacy policy](#) for details of how any personal data we collect from you, or that you provide to us, will be processed by us.

Registered charity no. 207043

The views or opinions are solely those of the author of this email, and do not represent those of The Royal Society unless specifically stated.

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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




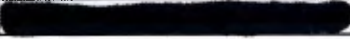
If you do object please complete and return this form to:

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And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:

Date:	24/10/21
Signature:	
Print Name:	
Address of affected property:	Flat 19, 9 Angel Lane, London
Your correspondence address (if different):	
Telephone:	
Email:	

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 05 November 2021 12:27
To: HomeOwnershipUtilityDispensation
Cc: [REDACTED] london.RAP@justice.gov.uk; neil.lawlor@devonshires.co.uk
Subject: RE: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)

Categories: Blue category

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Ashley

Many thanks for your follow up.

I am happy to arrange a call for next week, but would still want my comments to be reviewed by the tribunal so that they are considered impartially and with their knowledge and experience. I am sure that our development is not the only development with concerns about this.

Thanks
[REDACTED]

From: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>

Sent: 04 November 2021 15:27

To: [REDACTED]

Cc: [REDACTED] london.RAP@justice.gov.uk;
neil.lawlor@devonshires.co.uk

Subject: RE: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)

Hi [REDACTED]

When the FTT considers a dispensation application it only really has jurisdiction to consider whether or not it is reasonable in the circumstances to grant dispensation for the contract which is the subject of the application. If you wish to ask the FTT to consider whether or not the brokerage contract is a QLTA you can do so, but there is a possibility that they would rule that this is not the subject of the application and not consider it.

In any case, the brokerage contract was awarded without consultation because it is not a QLTA. A qualifying long-term agreement (QLTA) is an agreement entered into by the landlord with a wholly independent organisation or contractor for a period of more than 12 months. In such circumstances, landlords must consult where the amount payable by any one contributing leaseholder under the agreement in any accounting period exceeds £100. The brokerage contract is not a QLTA because though it is a contract for a period of more than 12 months any cost to residents would not meet that threshold.

Here are the requirements: [Section 20 Consultation for Private Landlords, Resident Management Companies and their Agents - The Leasehold Advisory Service \(lease-advice.org\)](#)

In our opinion the benefit to residents is that with the flexibility to agree a contract to replace that which is already in place – i.e. for existing services – of varying lengths including one which would be considered a QLTA means we can access the market at a convenient time to obtain best value in the long term. Of course, we would only do this if professional opinion agreed that that was the best strategy, if it was not then we would not choose to do so.

However, without dispensation our options are limited and residents might needlessly end up paying more.

The choice is not one between a QLTA for which no consultation would be delivered once dispensation is granted and a non-QLTA where residents would be consulted. This is because for a contract for services such as energy, consultation is only required for an agreement if it is for a term of more than 12 months. If we are not successful in obtaining dispensation our strategy would be adjusted so that we did not procure a 12 month plus contract and so residents would not receive any further consultation. We might even choose to take that portion of our portfolio for which consultation/dispensation was required out of our general tender so that we could achieve best value with the remainder – this might prevent those residents benefitting from the same economy of scale.

If we could consult on such agreements we would, it is just that prices aren't open long enough in the market for us to consult. It is for this reason, like many other landlords, that we seek dispensation in these circumstances.

Could you please have a read of this and if you would be willing to discuss this further, perhaps we could have a call to discuss the objection? I would be happy to meet separately or with other objecting residents from Manor Place collectively.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 04 November 2021 12:23
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Cc: [REDACTED]; london.RAP@justice.gov.uk;
neil.lawlor@devonshires.co.uk
Subject: RE: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)

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Dear Ashley

Thanks for your email. However my concerns still stand and should be considered by the tribunal team.

- 1) Brokerage contract – I object to how this awarded without consultation or consideration of the cost implications for residents.
- 2) Future energy supply – my previous objections still stand and have not been answered by NHG in your responses. There is no obvious benefit to residents from this new supply agreement, and if there are a number of changes to supply there is bound to be increased costs and associated costs for residents. Removing the need to consult with residents will inevitably make the process less transparent which is a bad outcome for residents.

I look forward to hearing what the outcome is from the tribunal team.

Yours

From: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Sent: 03 November 2021 15:02
To: [REDACTED]
Cc: [REDACTED]; london.RAP@justice.gov.uk;
neil.lawlor@devonshires.co.uk
Subject: RE: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)

Hi [REDACTED]
We responded to your previous observations to address your concerns but please find below additional responses to your recent email.

Many of the concerns outlined in your email refer to the Inenco brokerage contract which as we explained previously is a contract that has already been agreed and which was not the subject of consultation as it was not a QLTA for which consultation is required. This dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult, and not the Inenco contract any fees incurred under which would be recoverable where leases allow NHG to recover the cost of contractors advice or services for the provision of services or landlord obligations.

Several of your other queries relate to the presence of a HIU in your property as the interlink between the communal and domestic supply of heating and hot water for your property. The proposed energy supply agreements would deliver energy through the system but the provision or maintenance of the HIUs is again a separate matter.

We are seeking dispensation from the consultation requirements to enter into energy supply agreements like many landlords do routinely in such circumstances in order to enter into long term agreements if professional opinion dictates that that is the best option to minimise costs or associated costs for residents. This is particularly important in the current climate of energy price hikes and it is our concern that without the ability to negotiate agreements of varying lengths depending on market conditions costs might actually be higher for residents and NHG than might

otherwise be the case. In such circumstances, in order to protect the position of other residents and the business it might be necessary to in fact tender the leasehold portfolio separately which might limit any economy of scale. Dispensation would be granted on terms so your recommendations for the terms of any dispensation might be considered and granted by the FTT. In that case we would be happy to abide by them but it is our contention that several do not relate to the application because of the reasons set out above so could not be considered. Are you content to set aside the objections regarding the brokerage contract and narrow your objections so that we might consider these?

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroup.org.uk



From: [REDACTED]
Sent: 24 October 2021 16:48
To: london.RAP@justice.gov.uk; neil.lawlor@devonshires.co.uk; HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Cc: [REDACTED]
Subject: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)

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Case Ref LON/00AU/LDC/2021/0209

Date 24/10/21

To The First-tier Tribunal Property Chamber

To Whom It May Concern

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I am concerned with anything that proactively looks to remove industry safeguards for residents and leaseholders. NHG should be able to do this themselves without using a third party to do it on their behalf. If they decide to use a third party this is surely a business cost to them and not an additional cost to residents who will likely have to pay a +% to the third party for their services.

I also feel that NHG entered into an agreement for a QLTA with Inenco for this intended activity before they had consulted with leaseholders – were they correct to do so?

There is no guarantee that this new arrangement will benefit leaseholders, and I cannot see anywhere where NHG have committed to the point that the HIU will not generate any additional profit for NHG.

If the Tribunal approves this application I would ask that the following conditions are applied:

- NHG commit to be transparent with costs and associated costs incurred.
- The QLTA be reviewed annually to see what impact it is having on residents and to see if it is appropriate to continue
- At least 3 quotes should be considered and kept on file for inspection by residents.
- NHG signs up to Heat Trust <https://www.heattrust.org/>
- Commit to only change the suppliers if there is a cost benefit to the leaseholders
- Commit to not making any 'additional profit from the charges' for the HIU plant on my development as per the Government's guidance of heat network November 2020
- List what compensation is due to leaseholders if there is a failing on the part of NHG

I would be happy to attend a virtual hearing if this is possible.

Yours

Flat 19, 9 Angel Lane, London, SE17 3FG

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Registered charity no. 207043

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Annie Bletsoe-Brown

From: [REDACTED]
Sent: 24 October 2021 15:56
To: Neil Lawlor
Subject: NML/NHH1/3004
Attachments: LON/ooAU/LDC/2021/0209

Hello Neil,

Please see attached the reply form to object to the Notting Hill Genesis Utility Dispensation. I have also attached the email with the reply form that I sent to the First-tier Tribunal Property Chamber (Residential Property).

Kind regards,

[REDACTED]

Case Reference: LON / ooAU / LDC / 2021 / 0209

Property: Various residential leasehold properties belonging to Notting Hill Genesis

	Yes	No
Have you sent a statement in response to the landlord?	✓	
Do you wish to attend an oral hearing?	✓	
Name address of any spokesperson or representative appointed for the leaseholder:	N/A	

Date: 24 October 2021

Signature: [REDACTED]

Print Name: [REDACTED]

Address of affected property: 14 Ensbury House, Carroun Road, London, SW8 1AY

Your correspondence address (if different): As above

Telephone: [REDACTED]

Email: [REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 24 October 2021 20:33
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor; homeownershiputilitydispensation@nhg.org.uk
Subject: Case reference: LON/00AU/LDC/2021/0209 + (Devonshires Solicitors LLP ref: NML/NHH1/3004)
Attachments: Switch2 bill.pdf; NHG letter dated 18_10_2021 on Utility Broker & Energy Supply Agreements.pdf; Manor Place Depot - Heat info sheet - sales customers - October 2018.pdf; SE173FH Z3B66LBR - Stage 2 complaint response.pdf; LON-00AU-LDC-2021-0209....pdf; heat-networks-guidance-on-metering-and-billing-regulations-2014.pdf
Importance: High

Date 24/10/2021

To: The First-tier Tribunal Property Chamber

Dear Sir or Madam

I firmly object to Notting Hill Genesis (NHG) request of energy consultation dispensation as per section 20 of the Landlord and Tenant Act 1985 as this affecting the communal areas as well as private leaseholders' usage, thus leaseholder like me will suffer prejudice.

I am a shared ownership leaseholder of a NHG property in a block called Manor Place Depot in London SW17. I am a first-time leaseholder since September 2019. The entire residential block, that includes over 270 flat plus commercial units, have been developed with Heat Interface Units (HIU) that provides hot water and underfloor heating by a centralised district heating plant as per planning permission. The HIU uses gas and electricity within the district heating plant to supply individual flats as well as communal areas with heating and hot water. NHG has used a third provider (Switch 2) to charge me as a leaseholder for the consumption of heating and hot water in my home. This is in addition to the chargeable proportion of communal usage through service charges applied by NHG.

I believe that I will suffer prejudice if NHG are granted consultation dispensation in regards to energy (gas, electricity and all associated third-party providers NHG contracts in association with relevant energy) as:

- The dispensation, if granted, will allow NHG to form Qualifying Long Term Agreement (QLTA) contracts for service chargeable communal areas as well as HIU plat and third-party providers that serve to administer HIU that serves my home. I will not have rights to preview, interact in discussions, make observations, impact decisions or express comment towards energy suppliers or have any say in associated administration costs attached to the energy supplied, or able to view or comment on methods of calculations for associated/administrative costs applied to my home.
- NHG absence of transparency in calculations, nonexistence of accuracy, absence of accurate audited documents in relation to both communal areas that are service chargeable elements and individualised flats charges is a major concern that supports my belief that I will suffer prejudice. Furthermore, the monopoly on setting all the charges and especially the additional administrative charges without independent market established values, it's a major concern

- NHG is withholding calculations methods for associated/administrative costs/standing charges applied to my home in relation to HIU, and what they are relating to, exactly how they have been calculated, or what security if any, are associated with it

i.e. the HIU Switch 2 bill from 13 July and 13 Sep 2021 the consumption was only £0.95, whilst administrative charges £14.68 and standing charges £4.09 (please see attached)

The dispensation if granted, will allow NHG the ability to push unreasonable charges for administration cost and standing charges without need for leaseholder agreement on calculations methods or any protection articles associated with it. In so doing I believe that NHG will have a monopoly and managerial rights that can directly cause losses and disadvantage to me as a leaseholder. There is also a potential that NHG or any of their third-party energy providers use their monopolistic advantage (through administration costs and/or standard charges) as profit making exercise, even though the law only allows third-parties small reasonable charges.

- NHG did serve section 20b in relation to both 2019/20FY and 2020/21FY Manor Place Depot service chargeable apportionment. However, it's been over 18months since the 2019/20FY has terminated, and leaseholders are still waiting to receive final audited accounts with the rights to view all expenditure bills, methodology, apportionment etc. form NHG. This matter was/is a matter of major disputes on service charges, apportionments and calculations that is also subject to ombudsman review.

I believe that the dispensation, if granted, will put me a as a lease-holding resident at a substantial disadvantage as associated costs such as service chargeable administration cost, standing charges, calculation methods apportionments, absence of benchmarking etc. in relation to gas, electricity but more so with other third-party administrative costs. They remain unscrutinised with absent of rigorous checks and predominantly deficient in comparative benchmarking as such cost benefit analysis to resident leaseholders are less likely to be applied creating potential for prejudice.

The ability of an enormous organisation like NHG to hold monopoly on energy and its associated costs can cause real harm and incredible disadvantage to leaseholders like me, as transparency and fairness are not attributes that NHG has exhibited to date.

As such NHG or organisations linked to NHG, can pass costs for inappropriate works in the future, or charge more than would be appropriate gaining considerable financial advantage.


-
- Absence of full transparency by NHG for this process that the tribunal has requested it's a major concern. It is clear from the tribunal order instructions that any resident leaseholders need to write to the tribunal and solicitors directly including filling in a provided form. However, NHG in their letter to resident leaseholders' disregards this and ask them to write into homeownershiputilitydispensation@nhg.org.uk only. Please see attached.
- Additionally, absence of full disclosure in relation to HIU energy to the tribunal and the resident leaseholders within the letter is also a concern, especially as this dispensation, if granted, will directly affect privately owned resident leaseholders.

All of this matters point out towards NHG absence of transparency, openness or fairness, thus automatically inferring prejudice tendencies.

If the Tribunal does grant dispensation to NHG, I would please ask if this can be administered with specific conditional items i.e.:

- NHG absolute transparency on cost and all other fixed, variable, administrative etc. charges (including where did methodological calculation originate from for those charges - with benchmarking)
- the energy supplies transparency in all charges (including where did methodological calculation originate from for those charges - with benchmarking)
- that NHG and energy supplier must be members of Heat Trust – encouraging customer base benefits and preventing monopolistic disadvantages
- that NHG and energy supplier are part of government initiative Regulated Asset Base (RAB) preventing monopolistic disadvantages, with all charges set by an independent regulator who holds any energy company to account and ensure any expenditure is in the interest of users.
- dispensation granted for a maximum of 5 years
- if deviation from the above occurs that results in monopoly - set level of leaseholders' compensation for prejudice that NHG will require to pay to leaseholders

Kind regards


Flat 22
11 Angel Lane
London SE17 3FH

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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


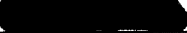

If you do object please complete and return this form to:

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT (quoting
ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	20/10/2021
Signature:	
Print Name:	
Address of affected property:	Flat 22, 11 Angel Lane, London SE17 3FH
Your correspondence address (if different):	
Telephone:	email proffered
Email:	



155011L111136000453

Flat 22 11 Angel Lane
London
SE17 3FH

Account No.
Customer Ref. No.
Invoice No.
Date of Issue
Bill Payment No.

15/09/2021

Supply Address: Flat 22 11 Angel Lane London

THIS INVOICE IS FOR INFORMATION PURPOSES ONLY

We will provide you with notice of the date and amount of collection 10 Working days prior to collection of your Direct Debit.

THE AMOUNT DUE WILL BE COLLECTED FROM YOUR BANK ACCOUNT BY DIRECT DEBIT ON OR JUST AFTER 01/10/2021

You can now register with our on-line portal where you can view current and past bills and make payments helping you stay safe and in control. Simply go to my.switch2.co.uk where it only takes a few moments to complete. Thank you

Description	From	To	Units	£ Per Unit	VAT Rate	Charge £ Ex. VAT
Metered Charges						
Heat	13/07/21 - 13/09/21	2971A	2989A	18kWh	0.05250 5.0%	0.95
Other Charges						
Administration	13/07/21 - 13/09/21			63 days	0.23300 20.0%	14.68
Standing Charge						
Heat Standing Charge	13/07/21 - 13/09/21			63 days	0.06489 5.0%	4.09

- C** = Customers own meter reading
- E** = Estimated meter reading
- CL** = Client supplied meter reading
- S** = Service engineer meter reading
- A** = Actual Reading
- CR** = Credit value

Total Charges Excluding VAT	19.72
Total VAT @ 5.0% on £5.04	0.25
Total VAT @ 20.0% on £14.68	2.94
Total Amount	22.91
Balance B/F	10.99
Payments Received	10.99 CR

Payments Received upto 15/09/2021

28/07/2021 Payment 10.99 CR

Account Balance £22.91

If we have a full and accurate consumption history and can compare this month's bill with the same period last year we will place a graph in this section to show you how your bills compare.

Thank you for paying by Direct Debit. Should you have any queries regarding this bill please contact Switch2 Energy Limited on 0333 321 2010. Calls to this number are charged at 5 pence per minute including VAT from a BT landline, calls from other networks and mobile operators may vary.

Bills prepared on behalf of: Notting Hill Genesis by Switch2 Energy Limited

VAT No. 125447814

Company Number: IP23068R





Development:
Manor Place
Depot

**Customer
type:**
Sales
Customers

Version: V1

Date:
October 2018

Heating and hot water service

Manor Place Depot

Information for sales customers

This information sheet contains important details about the heat service which customers will receive at this development. By purchasing a property at Manor Place Depot you are indicating that you understand and accept the arrangements described here.

General information

What is district heating?

At this development, heat from a district heat network is supplied to each home for the resident to use for heating and hot water. The heat is produced in a central plant room, using equipment such as gas boilers and Combined Heat and Power (CHP) engines. It is then transmitted to each property at the development using a network of water pipes.

There is a Heat Interface Unit (HIU) within each home – this looks a bit like a boiler and is usually located in the utility cupboard. This controls how much heat is taken from the network to meet your household's heating and hot water needs. Your experience of the heating and hot water you receive should be no different than if you had a 'combi' boiler in your home in place of the HIU.

Why is district heating provided at this development?

New-build developments have to comply with policies and standards set by the government. The government's current energy policy requires the introduction of heat networks in cities wherever feasible. This is in order to generate heat and power more efficiently, improve cities' energy security and self-sufficiency, and reduce carbon dioxide emissions. As a result most new developments in London, including this one, are connected to communal or district heat networks.

Does this affect my electricity supply?

The electricity supply to each property at Manor Place Depot is separate from the heat service. Residents can each select their own electricity supplier from the open market.

Service details

Who is my heat supplier?

As the landlord and manager of this development, Notting Hill Genesis is responsible for operating the district heating system and providing heat energy to serve residents' heating and hot water needs, in accordance with the terms of the lease. We are committed to providing an excellent heat service for residents, and to operating in accordance with industry best practice at all times. We supply heat on a not-for-profit basis, and we work hard to ensure charges for heat are kept as low as possible. Repairs and maintenance will be carried out on our behalf by our trusted contractors, and we will appoint a metering & billing provider to carry out heat metering and billing.

It is important to note that district heating does not operate in the same manner as gas and electricity utilities, where there is an open retail market and customers can choose their utility supplier. Therefore **it is not possible for residents at this development to choose their heat supplier or switch between suppliers.**

Heat charges

How much will I pay for heat?

The heat tariff reflects the cost of producing and supplying heat to you. It is made up of two parts – a usage charge and a fixed charge. The usage charge in each bill will be calculated by multiplying the heat price by the amount of heat consumed (measured in 'kilowatt hours'). The fixed charge is an annual figure charged on a daily basis; this is always the same regardless of how much heat you use. The fixed charge is made up of two components: a gas charge, which covers the cost of the gas standing charges for supplying the network, and a billing charge, which covers the metering and billing provider costs.

INITIAL HEAT TARIFF (estimated tariff, to be confirmed prior to occupation)		
Heat price:	0.05250 p/kWh + VAT at 5%	= 0.0551 p/kWh
Fixed charge:	<u>Gas charge</u>	
	0.06489 per day + VAT at 5%	= 0.06813 p/day
	<u>Billing charge</u>	
	0.2330 per day + VAT at 20%	= 0.27959 p/day
	Total charge = 0.34772 per day	

The heat tariff does not cover the costs of maintenance and repairs to the district heating system; these costs are charged separately through the service charge.

Some customers may be used to having a domestic gas boiler for heating and hot water, and paying for the gas supply. Please note a heat tariff is different to a domestic gas tariff and cannot be directly compared. A domestic gas tariff charges you for the raw fuel rather than the actual thermal energy you receive from your boiler once it has converted the gas to heat. The heat tariff charges you for the actual thermal energy you receive from the district heating network.

The heat tariff will generally be reviewed by Notting Hill Genesis on an annual basis, based on a review of the costs of the heat service, to ensure the correct rate is applied. Residents will be notified of any change to the tariff at least three weeks before it takes effect.

Billing and payment – credit billing

How will I be billed?

You will receive a monthly bill for your household's heat charges from a billing agent. Bills will be calculated on the basis of the current heat tariff and your metered heat usage. You should receive your first bill within 2 months of your sales completion date.



Your bill will be issued as a paper bill in the post to the property each month. A paperless billing service is also available, with bills sent electronically via email.

How will my heat usage be measured?

The Heat Interface Unit (HIU) in your new home is fitted with a heat meter, which measures how much heat energy your household uses. In order to produce bills based on your actual heat consumption, your meter will be read remotely via electronic data connections.

If for any reason the meter is unable to be read remotely, your bill will be based on estimates. You will have the option to submit your own reading whilst the fault with the remote reading function is being rectified.

How can I pay my bill?

Payment must be made in full by the due date specified on your bill.

A number of convenient payment methods are available and include payment at Post Office or PayPoint outlets, online payments, telephone payments using credit or debit cards, and standing order or bank transfer.

We would encourage you to set up a variable Direct Debit arrangement, for peace of mind that your heat bill is being automatically paid in full each month.

What would happen if I don't pay my bill?

It is your obligation as a heat customer to pay for the heat service, and it is very important that you pay all bills issued by in full and on time. If you do not pay your bills, action will be taken to recover any debts owed, and your heat supply may be disconnected.

Can I choose to receive a pay-as-you-go service instead?

By default you will receive a monthly billing service for your heat charges. However, a convenient pay-as-you-go service is also available. This service enables you to 'top up' your heat account with credit, like you would a pay-as-you-go mobile phone or Oyster card. The pay-as-you-go service allows you to choose from a range of convenient payment methods, and you will not be charged a higher heat tariff for this service.

What if I intend to sublet my home?

If you intend to sublet your home, subject to the conditions of the lease, please be aware that as the named leaseholder you would remain responsible for heat consumed within the property and for payment of the associated charges. Bills would continue to be issued in your name, and it will not be possible to have them issued in your tenant's name instead.

In order to reduce your risk in recovering heat costs from your tenant, you may wish to request that your heat account is switched into pay-as-you-go mode as detailed above. The heat account would still be in your name, but your tenant would need to make payments to top up the account credit in order to receive heat.

Repairs and maintenance

Who will repair and maintain the heat installations in my home?

Energy system:

What it is	The energy system is made up of all the equipment that generates and transfers heat around the site. This includes a few components located within your home – the Heat Interface Unit (HIU), associated heat metering equipment, and the supply pipework running between the communal corridor or street and the HIU.
Who owns it	This is all excluded from the demise of your property in your lease, therefore this equipment remains in the ownership of Notting Hill Genesis. This even applies to the parts located within your home, like the HIU.
Maintenance	<p>Notting Hill Genesis will arrange maintenance, repairs and replacements (where necessary) for this equipment. You will be charged for the costs of this through your service charge. Only contractors arranged by Notting Hill Genesis may carry out maintenance work on these components. You must allow Notting Hill Genesis and its contractors access to the property to carry out repairs, servicing, replacements and upgrades as required.]</p> <p>You must not tamper with or allow another contractor to carry out work to these components, and you may be charged for any damage caused to them or to the wider heat network if you do.</p>

Internal heating circuit:

What it is	The internal heating circuit comprises the radiators, underfloor heating (where applicable), heating controls (thermostats, programmers, timers), the hot water taps and showers, and all the pipework that runs between the HIU and the radiators / taps / showers in your home.
Who owns it	This is included in the demise of your property in your lease, therefore you own this equipment.
Maintenance	You are responsible for maintenance, repairs and replacements for this. This should be carried out in accordance with the manufacturers' recommendations.



Confirmation of acceptance

In purchasing a property at the Manor Place Depot development, I/we understand and accept the content of this information sheet, and in particular the following:

1. My heating and hot water will be provided by a district heating network.
2. My heat supplier will be Notting Hill Genesis. It will not be possible for me to switch to a different heat supplier.
3. I will receive regular bills for my heat charges. I will be responsible for paying the charges in full and my heat supply may be disconnected if I do not. The heat charges will be calculated in accordance with the heat tariff.
4. The estimated initial heat tariff, inclusive of VAT, will comprise a 0.0551 p /kWh heat price and a fixed charge of 0.34772 p /day. The heat tariff will be reviewed annually based on a review of the costs of the heat service. The heat tariff does not cover the costs of maintenance and repairs to the communal heating system; these costs are charged separately through the service charge.

Name (please print):	
Signature:	
Date:	



www.nhgggroup.org.uk

1st October 2021

[REDACTED]
Flat 22, 11 Angel Lane
London
SE17 3FH

Dear [REDACTED]

COMPLAINT REVIEW REFERENCE NUMBER: SE17 3FH Z3B66L/BR

I am writing to let you know the outcome of the review I have carried out into your complaint, about the service charges 2019/20. In accordance with our complaint procedure, I have reviewed a detailed complaint review pack compiled by the PMO and I can provide the following in response to you, covering the points in your complaint.

1. Delay in providing the 2019/20 service charge breakdown, due to the accounts being issued with a Section 20B.
2. Further explanation of various service charge items, which I will address individually below.

I have investigated these issues above and my findings are as follows:

1. As advised in the initial response to this complaint, the service charge accounts for 2019/20 have been served with a Section 20B. It was identified that the charges in the accounts required further investigating to ensure accuracy. We understand your frustration in the time it is taking to rectify any errors in the accounts, but we believe the necessary time should be taken to ensure accurate accounts are issued to residents.
2. Individual responses are provided below to each point raised in your original complaint:

2(a) 2019/20 letter received with end of service charge accounts, that is/was incorrect – which is unacceptable (i.e. sprinkler charge – that was relating to 2020/21 and not to 2019/20 was added in effect a incorrect budget was used for comparisons of expenditure)

Notting Hill Genesis Phone 020 3815 0000
Bruce Kenrick House Fax 020 3815 0005
2 Killick St, London, N1 9FL Email info@nhg.org.uk

Unfortunately, this was an oversight on our behalf. The sprinkler maintenance contract took longer than expected to be set up. This occurred as we required to find a specialist contractor who would be best placed to deal with the maintenance of this system.

2(b) Very suspicious £71,813.75 from 2019/20 financial year for MPD actuals received by post – Gas charge

PMO Monique Doyley sent a letter to residents on the 24th of September 2020 explaining that the communal gas charge of £71,813.75 was charged to residents incorrectly and will be removed from the revised account. This charge will be covered by intercompany billing for the Energy Provision Team. It appeared that residents were being charged gas costs individually, so the charge of £71,813.75 has already been paid for and will not be charged. We apologise for the confusion this error will have caused to residents. We communicated the error to residents as soon as it was discovered in order to maintain transparency and will ensure the accounts being audited currently will be accurate. We are continuing to work with our auditors to ensure this.

2(c) Increase of management fees for 2019/20 – this is a standard charge and should not be a surprise or inadequate budgeting

The management fee for 2019/20 was lower than budgeted. This is because it was calculated pro-rata. Handover of the scheme began in July 2019, so the months between April and July were deducted from the original budget. In the service charge accounts for 2020/21, the management fee value will be the same as budgeted.

2(d) Luck of pro-rata calculations in the 2019/20 budget and the 2019/20 actuals paperwork received – considering that residents have moved in later than April 2019

Residents will only be charged service charges from the date they acquire the property. The pro-rata amounts will be calculated by the sales team and be communicated to these residents directly – therefore they will not pay for months where they did not own the property.

2(e) Increases of insurance costs for 2019/20 without consultation

The increase of insurance costs did not exceed the threshold which would require NHG as the landlord to consult residents through a Section 20 consultation process. The threshold is an increase in contract, which would result in leaseholders costs to increase by £100 per year.

2(f) Increase of reserves funds for 2019/20 without consultation

The increase in reserve fund did not exceed the threshold which would require NHG as the landlord to consult residents through a Section 20 consultation process. The threshold is an increase in expenditure of £250 per leaseholder per year.

2(g) Increase of cleaning costs for 2019/20 without consultation

Please see answer to 2(e)

2(h) Charge for communal heating for 2019/20

FY 2019/20 was the first year where residents of Manor Place Depot would incur service charge costs post-defects. This brings difficulties when setting budgets, as we would not have a full year of audited accounts to review when setting budgets, which gives the best possible idea of expenditure incurred for that specific estate or block. Situations can arise where unexpected expenditure is incurred.

2(i) Mansafe costs increases for 2019/20

As mentioned above in 2(h), unexpected expenditure can incur throughout the year which will be reflected in the service charge accounts. We try to avoid this by ensuring that our budgets allow for contingency, however this can sometimes be unavoidable.

2(j) Estate cyclical fund increases for 2019/20

The actual expenditure for estate cyclical fund was lower than the amount budgeted for FY 2019/20.

2(k) Change of calculation from the original xxx pp to end of year xxx pp without explanation or consultation for 2019/20 looking like an attempt to hide cost and defraud residents, among other concerns

The change in calculation was due to a system error in the accommodation schedule for the scheme. An error caused a change in property order for Manor Place Depot residents which in turn caused a change in SVC apportionment value. This was corrected and updated on our system and residents were updated on this on the 30th of April.



Summary

- We apologise for the delay it has taken to receive a full and accurate service charge breakdown for financial year 2019/20. We will provide a copy of these as soon as possible
- I hope that my explanation to the points you raised regarding certain service charge items have provided more clarity and cleared up any confusion.
- I note in the Stage 1 complaint response, PMO Bianca offered a compensation offer of £250 for the distress caused by the delay in providing the 2019/20 accounts, which I believe is the correct offer in line with our complaints procedure.

The review of your complaint reference **SE17 3FH Z3B66L/BR** is Notting Hill Genesis' final reply in accordance with our internal complaints processes. If you remain unhappy with my reply, then you may escalate your complaint to the attention of the Housing Ombudsman. The Housing Ombudsman's website can be found at the following link - www.housing-ombudsman.org.uk or Telephone: 0300 111 3000 email info@housing-ombudsman.org.uk

Thank you for the time you have taken to bring your complaint to our attention.

Yours sincerely,

Esther Cogni
Senior Property Management Officer

Phone: 020 3815 2071 | **Email:** esther.cogni@nhg.org.uk
Notting Hill Genesis | Bruce Kenrick House, 2 Killick Street, N1 9FL
www.nhgggroup.org.uk

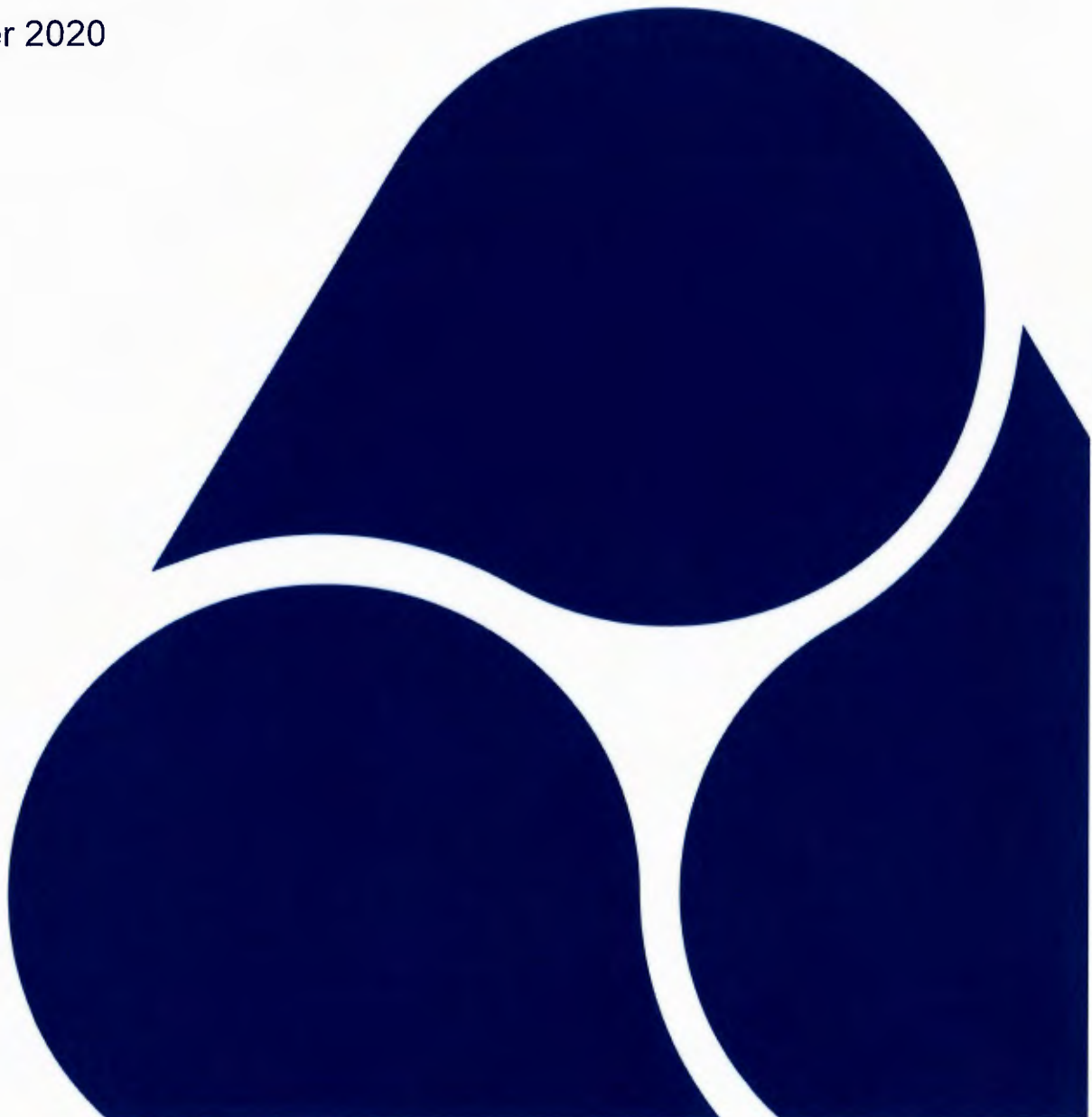


Office for Product
Safety & Standards

GUIDANCE

HEAT NETWORK (METERING AND BILLING) REGULATIONS 2014 (AS AMENDED IN 2015 AND 2020)

November 2020



Contents

Summary	3
1 Background	4
2 Summary of requirements	6
3 Core concepts in the Regulations	7
4 Regulatory requirements	11
5 Regulation 3 (Duty to Notify)	12
6 Regulation 4 (Duty to Install Meters)	14
7 Regulation 5 (Requirements Relating to Meters)	17
8 Regulation 6 (Duty to install heat cost allocators, thermostatic radiator valves and hot water meters)	19
9 Regulation 7 (Replacement of existing meters)	22
10 Regulation 8 (On-going obligations in relation to meters and heat cost allocators)	23
11 Regulation 9 (Billing)	24
12 Transitional arrangements	26
13 Our role	28
14 Glossary	30
15 Appendix A – ‘Cascading Responsibilities’	31
16 Appendix B – Building classes	32
17 Appendix C – Summary changes brought in by the 2020 Amendments	35

Summary

Purpose	The purpose of this Guidance is to help heat suppliers and other relevant parties understand the requirements under the Heat Network (Metering and Billing) Regulations 2014, as amended in 2015 and 2020.
Intended use	The Guidance is intended to aid understanding of the Regulations. It provides examples and further explanations of the Regulations and aims to help suppliers comply with the specific requirements. It is not a prescriptive or exhaustive list of examples, and if in doubt, you should contact the Office for Product Safety and Standards (OPSS).
Regional coverage	The United Kingdom
Status	Non-statutory Guidance, includes amendments up to and including November 2020.

In this guidance:

- **'must'** indicates a legal obligation;
- **'should'** indicates good practice; and
- **'may'** indicates discretionary actions in the light of the context and circumstances.

For clarity, legal requirements and good practice are set out in separate paragraphs.

1 Background

- 1.1 The purpose of the Heat Network (Metering and Billing) Regulations 2014 is to drive energy efficiency and reduce carbon emissions from heating. The energy efficiency is achieved through the installation of metering devices and billing based on consumption, which will decrease the use of energy and reduce consumer bills, and result in associated carbon emission savings. Metering also supports fair and transparent billing on customers on heat networks.
- 1.2 The purpose of this Guidance is to help heat suppliers comply with the Regulations, by explaining the regulatory requirements and providing examples of compliance to various provisions.
- 1.3 This Guidance replaces the previous Scope Guidance (initially published on 30 January 2015 and subsequently updated in 2019) and Frequently Asked Questions (initially published on 4 February 2015 and updated in 2019). The aim of this document is to produce comprehensive guidance that merges the previous guidance documents with changes brought in by November 2020 amendments.
- 1.4 Some of this Guidance will sound familiar as some obligations have been in force since 2014 and have been previously covered in Scope Guidance and FAQ documents. Some of it will be new, in particular sections that cover the regulatory change that came into force in November 2020.
- 1.5 This Guidance was produced by Office for Product Safety and Standards (OPSS) in collaboration with the Department for Business, Energy and Industrial Strategy (BEIS) Heat Network policy team.

Legislation

- 1.6 The Heat Network (Metering and Billing) Regulations 2014 implemented the heat network specific requirements of Articles 9-11 and 13 of the Energy Efficiency Directive (2012/27/EU). The Regulations came into force in December 2014 and were subsequently amended in 2015 and 2020.
- 1.7 The amended Regulations are from this point onwards referred to as 'the Regulations'.

Future changes

- 1.8 The Heat Network (Metering and Billing) (Amendment) Regulations 2020 came into force on 27 November 2020. No further changes are anticipated in the near future.
- 1.9 There are no changes to the requirements of the Regulations as a result of the UK leaving the EU.
- 1.10 The Regulations are a building block of the wider work to introduce a legislative Heat Network Market Framework by 2022. This will drive further consumer protection, a sustainable market and decarbonisation of the sector.

Scope of the legislation

- 1.11 The Regulations cover district and communal heat networks (as defined in Regulation 2) in England, Scotland, Wales and Northern Ireland. This includes residential, commercial, industrial, public sector and other networks.
- 1.12 For the purposes of this Guidance, reference to heat and heating also means cooling and the supply of hot water.

Scope of the Guidance

- 1.13 This Guidance is not intended to provide complete legal advice on the interpretation of the Regulations. It is non-statutory guidance produced to help heat suppliers navigate through the requirements of the Regulations, by providing further explanations and examples of how compliance can be achieved.

2 Summary of requirements

- 2.1 This chapter (Table 1) provides a breakdown of legislative requirements. These requirements are covered in more detail in Chapter 4.
- 2.2 The requirements cover both the existing obligations, and obligations introduced by amendments that come into force from 27 November 2020.
- 2.3 The Regulations place various responsibilities on anyone supplying and charging for heating, cooling or hot water (the “heat supplier”).

Regulation	Requirement	Details of the requirement
Regulation 3	Duty to notify	<ul style="list-style-type: none"> - duty to submit a notification for each heat network before or on the date it starts operating - duty to submit an updated notification (renotify) for an existing network every four years following the initial notification
Regulation 4	Duty to install meters	<ul style="list-style-type: none"> - duty to install building level meters in district networks - duty to install final customer meters in buildings in the viable class - duty to install final customer meters in buildings in the open class, where it is cost-effective and technically feasible to do so - duty to install temperature control devices where meters are installed
Regulation 5	Requirements relating to meters	<ul style="list-style-type: none"> - requirements for all installed meters to be accurate and correctly display readings
Regulation 6	Duty to install heat cost allocators, thermostatic radiator valves and hot water meters	<ul style="list-style-type: none"> - duty to install heat cost allocators, thermostatic radiator valves and hot water meters for final customers in buildings in the open class, where it's cost-effective and technically feasible to do so - requirements for all installed heat cost allocators to be accurate and correctly display readings
Regulation 7	Replacement of existing meters	<ul style="list-style-type: none"> - duty for replacement meters to be accurate and correctly display readings
Regulation 8	Ongoing obligations in relation to meters and heat cost allocators	<ul style="list-style-type: none"> - obligation that meters and heat cost allocators must be continuously operating correctly, maintained and checked for errors
Regulation 9	Billing	<ul style="list-style-type: none"> - duty to ensure customers' bills are accurate, based on actual consumptions and comply with minimum requirements, where meters or heat cost allocators are installed

Table 1 – summary of regulatory requirements

3 Core concepts in the Regulations

- 3.1 The Regulations cover most district heat networks and communal heating systems in England, Scotland, Wales and Northern Ireland. This includes residential, commercial, industrial, public sector and other networks.
- 3.2 For the purposes of this Guidance, reference to heat and heating also means cooling and the supply of hot water.

What is a heat network?

- 3.3 Heat networks are shared heating systems which provide a more energy efficient alternative to individual boilers. On a heat network, water is heated or chilled at a central source of production (such as a large boiler or energy centre incorporating a number of technologies) and distributed to customers through pipework for heating, cooling or hot water use.
- 3.4 The main components that constitute a heat network as defined in the Regulations are:
- The network provides a shared source of heat for multiple users;
 - The heat transfer medium must be water, steam or chilled liquids;
 - The heat must be used for heating/ cooling, hot water use or processes, and;
 - The heat must be sold to final customers by heat suppliers.
- 3.5 For the network to be in the scope of the Regulations, the heat must be transferred by water, steam or chilled liquids. However, the central heat source itself can employ any type of technology including (but not limited to):
- Boiler (running on gas, electricity, oil, biomass, waste heat or another fuel)
 - Combined Heat and Power (CHP) plant simultaneously generating electricity
 - Shared air source / ground source / water source heat pumps.
- 3.6 Individual systems where users generate their own heat rather than receiving heat from a central system via pipes are not heat networks. Examples of individual systems include:
- Individual boilers;
 - Electric radiators;
 - Overnight storage heaters;
 - Individual heat pumps.

What is a district heat network?

- 3.7 District heat network means the distribution of thermal energy in the form of steam, hot water or chilled liquids from a central heat source through pipework to multiple buildings or sites for the use of space or process heating, cooling or hot water.

- 3.8 The minimum criteria for an installation to be considered a district heat network are two buildings being supplied with heat and at least one final customer. A heat supplier cannot be their own final customer. Therefore, where a heat supplier is supplying heat for its own use in building A but is also supplying heat to a second party in building B, this is sufficient to meet the criteria of a district heat network.
- 3.9 The heat source can be located inside one of the buildings that makes up the district heat network or in an external energy centre.

What is a communal network?

- 3.10 Communal heating involves the distribution of thermal energy in the form of steam, hot water or chilled liquids from a central heat source through pipework to a single building with multiple final customers, for the use of space or process heating, cooling or hot water. It is not necessary for the heat source to be within the building it serves, only that a single building makes use of the heat.
- 3.11 All communal heating serves only one building. The minimum criteria for an installation to be considered communal heating is two final customers within that building. The most common example of communal heating is a block of flats (considered to be one building in its entirety) with a central boiler or plant room serving all of the flats.

Examples of heat networks

- 3.12 District heat networks or communal heating to which the Regulations apply include, but are not limited to:
- Single residential building with multiple final customers;
 - Sub-let spaces such as fitness centres in hotels, private enclosed offices or third-party dry cleaners in supermarkets;
 - Industrial sites where a contract exists for the supply of heat through a network;
 - Shopping centres;
 - Residential buildings or estates with sub-let spaces for shops, restaurants, or any other goods selling or service providing business unit;
 - Sheltered and social housing (where these are provided as separate homes with a networked heat supply, and not as part of e.g. a communal nursing home);
 - Assisted living (where residents are responsible for paying other bills).
- 3.13 The examples of district heat networks or communal heating to which the Regulations normally do not apply include (but are not limited to):
- Hotel rooms (due to transitory nature of the arrangement);
 - Nursing homes where washing and/or food preparation facilities are provided communally (as it does not fulfil its normal role as a residence);
 - Hospitals with multiple buildings where heat supplier and final customer are the same legal entity, or single hospital buildings where there is one final customer (no parts of the building are sublet by that one final customer);
 - Prisons (no financial arrangement between the heat supplier and user);

- Industrial site where heat is generated and distributed within the site as part of the industrial process (as there are no final customers being supplied with heat).
- 3.14 The main criteria considered when determining whether a heat network with a central heating source is in the scope of the Regulations is whether a purchase of heat takes place between the supplier and final customers. For example, a prison will have a network supplying heat, but prisoners are not considered to be final customers under the Regulations as they do not purchase this heat. However, prison operators can be a final customer if their site is connected to a wider district scheme and the prison operator purchases heat supplied through that wider scheme.
- 3.15 Where different departments or organisational units within a company are registered as separate legal entities, they constitute separate final customers for the purpose of these Regulations. As such, even though it may appear that one company occupies a building, the heat network will fall into the scope of the Regulations in the scenario above.
- 3.16 Apart from the examples listed above, there may be a number of different arrangements between the final customer and the heat supplier which would determine whether the network would fall within the scope of the Regulations. If uncertain whether the network falls within the scope of the Regulations, please contact OPSS to discuss.

Who are heat suppliers?

- 3.17 Heat supplier means any legal entity (person or organisation) that supplies and charges for the supply of heating to a final customer, through a communal (single building) or district (multi-building) heat network.
- 3.18 This includes the supply of heat as part of a package, paid for indirectly through rent, ground rent, a service contract or other means. Such a payment does not need to explicitly mention the supply of heat but there will be a reasonable expectation by the final customer that heat supply is part of the payment.

Who are final customers?

- 3.19 The final customer is a person who purchases heating for their own end consumption from a heat supplier. The final customer can also be an organisation that purchases heat on behalf of a collective.
- 3.20 Where a heat supplier supplies and charges heat to a housing association that then passes the heat and charges on to its tenants, these are two heat networks because there are two heat supplier final customer arrangements in place. The first is between the heat supplier and the housing association, while the second is between the housing association and the tenants. For illustration purposes, a detailed diagram explaining this relationship is presented in Appendix A.
- 3.21 The requirement for someone to be considered a final customer is that a payment is made for the heat used. The Regulations do not explicitly require a contractual arrangement between the heat supplier and the final customer. The term final customer does not refer to every person located in a building but to the number of heat bill payers. In a block of 20 flats, there will be one billpayer per flat and therefore 20 customers regardless of the number of occupants.

Guidance to Heat Network (Metering and Billing) Regulations

- 3.22 For the purposes of domestic heat supply, a user is considered a final customer where they occupy a partitioned private space which is intended to be used as a domestic dwelling and has the following¹:
- Bedroom
 - Bathroom
 - Kitchen
- 3.23 For the purposes of non-domestic heat supply, a user is considered a final customer where they have access to a partitioned private space for the purposes of carrying out their activity. In this case, some services such as sanitary or reception areas may be shared.
- 3.24 Sites with no partitioned space, such as open plan areas serving multiple tenants, are not considered part of a network for the purposes of the Regulations. Sites where only communal areas (stairwells, corridors etc) are heated are also discounted.

Cooling

- 3.25 The systems where chilled water or liquids pass through multiple heat exchangers to supply more than one customer are in the scope of the Regulations.
- 3.26 Air-conditioned systems relying on local compressors, purely ducted air or variable refrigerant volume/flow (VRV/VRF) are not in the scope of the Regulations.

Building classes

- 3.27 The 2020 Amendments have seen the introduction of an important new concept, that of a building class. The Regulations describe the criteria for buildings in each building class while the building class determines the metering requirement for the building.
- 3.28 There are three building classes: viable, open and exempt. All buildings on heat networks in scope of the Regulations **must** be correctly classified into an appropriate building class.
- 3.29 It is important to determine the building class in order to determine whether to carry out an analysis of the technical feasibility and cost-effectiveness of installing final customer meters or heat cost allocators.
- 3.30 Building class and cost-effectiveness assessment are explained in detail elsewhere in this Guidance (most importantly in Chapter 6, which relates to Regulation 4 requirements on meter installs), alongside with processes to be followed and timelines for meeting the obligations.

¹ Users who do not have all of these facilities for their exclusive use, such as those in houses of multiple occupancy (HMOs) or most university halls of residence – where facilities such as cooking are shared – are not considered to be customers under the Regulations.

4 Regulatory requirements

- 4.1 The subsequent chapters look at each of the regulatory requirements in detail and provides instructions and advice on how to comply with them.

5 Regulation 3 (Duty to Notify)

- 5.1 Regulation 3 places a requirement on heat suppliers to submit a notification for each network they operate to OPSS.
- 5.2 The notification must include the following information:
- The location of the heat network that the heat suppliers operate;
 - The total per calendar year of each of the following:
 - The total heating capacity installed on the network
 - The total heat generated by the technology on the network
 - The total heat supplied to final customers on the network;
 - The number and class of each building supplied by the network;
 - The number of buildings in each building class supplied by the network;
 - The number of meters or heat cost allocators installed in any buildings supplied by the network;
 - The number of final customers supplied by the network;
 - The name and address of the heat supplier;
 - The results of any analysis carried out in accordance with Schedule 1 of the Regulations to determine the technical feasibility and cost-effectiveness of installing meters or heat cost allocator, and details of those metering devices if the installation is required (the cost-effectiveness assessment tool is available at OPSS Heat Network compliance website);
 - The expected frequency and content of billing information provided by the heat supplier to final customers supplied by the network;
 - Any other information that is reasonably required by OPSS for the purpose of determining if the heat supplier has complied with the duties in the Regulations.
- 5.2 Heat suppliers **must** provide the above information on the day or before the heat network becomes operational.
- 5.3 Following this initial notification, the heat supplier **must** submit an updated notification within four years of the date of the previous notification. This is an ongoing requirement. For example, if the initial notification was submitted in 2016, the re-notifications are due in 2020, then 2024 and so forth.
- 5.4 Transitional arrangements have been put in place from when the amendments come into force on 27 November 2020 until 1 September 2022. For any heat network that is due to be re-notified during this transitional period, a heat supplier may renotify the network at any time before the end of that period. This additional time is granted to allow heat suppliers to fully comply with all regulatory requirements and include the relevant information with the updated notification.
- 5.5 The transitional arrangements will not apply to heat networks that were due to be re-notified before 27 November 2020. Any such network will need to be notified as soon as possible to be compliant with Regulation 3.

Guidance to Heat Network (Metering and Billing) Regulations

- 5.6 Any overdue submissions will need to comply with requirements in force at the time of submitting a renotification. For example, if the initial notification was submitted on 1 June 2016, and heat supplier failed to submit a renotification by 1 June 2020, and having realised the omission, is submitting the renotification on 1 December 2020, the notification will need to be done on the new template (in use from 27 November 2020) and comply with requirements in force as of 27 November 2020.
- 5.7 The change of a heat supplier does not alter the period in which the heat supplier must renotify the network. It is best practice to inform OPSS of the change as soon as possible so we can update our records. This can be done by contacting OPSS by email at: heatnotifications@beis.gov.uk
- 5.8 The notifications and re-notifications **must** be submitted in the form approved by the OPSS (available at OPSS Heat Network compliance website). If a notification is not submitted in this format, OPSS will reject this notification and require the heat supplier to resubmit the notification in the correct format.
- 5.9 Where any of the buildings in a heat network fall in the open class, the heat supplier **must** complete the assessment on whether it is technically feasible and cost-effective to install metering devices and submit the results of analysis carried out in accordance with Schedule 1 of the Regulations.
- 5.10 The approved format for the notification and the cost-effectiveness assessment tool is available on the OPSS Heat Network compliance website.
- 5.11 Detailed user guides for the notification template and the cost-effectiveness assessment tool are also available alongside the notification template and the tool. The suppliers are strongly encouraged to consult the user guides as they fill in the templates, as this will ensure that the supplied information is of good quality and in the correct format. The link to the user guide is also provided on the OPSS website referred to in the previous paragraph.
- 5.12 All notifications should be submitted to OPSS using the following email address: heatnotifications@beis.gov.uk
- 5.13 Once heat suppliers send the notification to OPSS, they will receive an automated response from the mailbox, but may not receive personalised acknowledgement from OPSS. The notification will go through a Quality Assurance process, where the submitted information will be checked for errors and data quality. If information needs verification, OPSS will contact the heat suppliers to confirm or amend the information, as appropriate. If the information passes the Quality Assurance process, the notification will be uploaded to the database.

6 Regulation 4 (Duty to Install Meters)

- 6.1 Regulation 4 explains the circumstances in which heat suppliers need to install heat meters on networks they operate.
- 6.2 There are different requirements related to meters which measure the heating, cooling and/or hot water at a building level and those that measure heating, cooling and/or hot water consumption by a final customer. Regulations 4(1) and 4(2) refer to the building level meters, which measure the supply of heat to a building. The remainder of Regulation 4 refers to final customer meters.

Building level meters

- 6.3 A building level meter is used by a heat supplier to measure the heat consumption of a single building on a district (multi-building) network. The purpose of building level meters is to help heat suppliers monitor network efficiency and identify the source of suspected inefficiencies, such as heat loss through pipework. They are not used to measure final customers' heat consumption, nor to bill customers based on consumption.
- 6.4 Regulation 4(1) requires heat suppliers to install a building level meter in every multi-occupancy building on a district network. This is a mandatory requirement that has been in place since 2014 when the Regulations came into force and is not contingent on any prior assessment of suitability.
- 6.5 Building classes (as described below) do not apply to building level meters.
- 6.6 Where a district network has a mixture of buildings, the requirement applies only to the multi-occupancy buildings. For example, a 10 building district network comprised of three apartment blocks (each with multiple final customers) and seven detached houses (each with one final customer) would require three building level meters, one for each of the blocks, and none for the detached houses.
- 6.7 Regulation 4(2) prescribes that building level meters **must** be situated either at a heat exchanger within the building or at the point of entry of the district network pipes into the building.

Final customer meters

- 6.8 A final customer meter (typically but not always installed within a customer's partitioned premises) is used to measure the consumption of heating, cooling or hot water by that final customer.
- 6.9 To determine whether or not they are required to install final customer meters, heat suppliers **must** first determine the building class (viable, open, exempt) for each building on their system:
- Viable class: customer meters are always mandatory;
 - Open class: metering devices (meters or heat cost allocators) are required if it is assessed to be technically feasible and cost-effective); and
 - Exempt class: no requirement to install metering devices for customers (no assessment of technical feasibility and cost-effectiveness is required as the outcome is expected to be negative).

6.10 Building class determinations are made at the building, not the network level. This means that the suppliers may have different building classes and different metering requirements and arrangements for different buildings on the same (district) heat network.

6.11 Building classes are explained in detail further down in this chapter.

Viable class

6.12 Table B1 in Appendix B lists the buildings that fall into the viable class.

6.13 Final customer meters **must** be installed for each customer in viable class buildings.

6.14 The buildings in the viable class **must** be declared as such in the notification template available at the OPSS Heat Network compliance website, and/or in another format requested by the OPSS, and final customer meters will need to be installed in line with the deadlines stated in the Regulations.

6.15 The heat suppliers should not complete cost-effectiveness tool in respect of buildings that are in the viable class.

Open class

6.16 Table B2 in Appendix B lists the buildings that fall into the open class.

6.17 Where a building falls into the open class, the heat suppliers **must** install final customer meters for each customer where it is technically feasible and cost-effective.

6.18 For buildings that fall into the open class before 27 November 2021, heat suppliers **must** complete the cost-effectiveness assessment in respect of (heat) meters by 27 November 2021. If the cost-effectiveness assessment results are positive, they **must** install meters before 1 September 2022.

6.19 Where a building first falls into the open class between 27 November 2021 and 1 September 2022, the cost-effectiveness assessment **must** be made for that building and the installation be complete before 1 September 2022.

6.20 Where a building first falls into the open class on or after 1 September 2022, a cost-effectiveness assessment **must** be made, and, if required, meters installed, at that time.

6.21 To assess whether it is cost-effective to install meters, heat suppliers should use the cost-effectiveness tool, which is available on the OPSS Heat Network compliance website.

6.22 Where the initial cost-effectiveness assessment result is negative, the assessment **must** be repeated within four years.

6.23 Where a future cost-effectiveness assessment of an existing heat network returns a positive outcome, indicating that it has now become cost-effective to install final customer meters, the heat supplier **must** install the meters within that four year period.

6.24 A failure to complete the meter installations by 1 September 2022 (including those caused by delays in completing the cost-effectiveness assessment or incorrectly completed cost-effectiveness assessment) will **constitute a breach of the Regulations and OPSS will consider the appropriate and proportionate enforcement action to ensure compliance.**

Guidance to Heat Network (Metering and Billing) Regulations

- 6.25 As part of their notification, heat suppliers **must** submit the outcome of the cost-effectiveness assessments for buildings in the open class to OPSS. This may be as part of first-time notifications (for new networks) or all re-notifications (in respect of existing networks) unless meters are installed in the meantime.
- 6.26 Heat suppliers are strongly advised to contact OPSS in advance of the meter installation deadline, and confirm the results of the cost-effectiveness assessment if in doubt. This may prevent the breach of Regulations as described in paragraph 6.24.
- 6.27 Please refer to Chapter 5 in this Guidance, which covers Regulation 3, for further information about notifications.

Exempt class

- 6.28 Table B3 in Appendix B lists the buildings which fall into the exempt class.
- 6.29 Final customer meters do not need to be installed in buildings that fall into the exempt class.
- 6.30 OPSS may request evidence from heat suppliers that a building falls into the exempt class.

Other considerations

- 6.31 Every final customer meter installed under Regulation 4 (whether mandatory in viable class buildings, as a result of a positive cost-effectiveness assessment in open class buildings or existing meters in open class buildings) **must be** accompanied by a temperature control device allowing a customer to control their consumption of heating or cooling supplied through a network.
- 6.32 Heat suppliers with installed final customer meters are further subject to requirements in Regulation 5 (meter accuracy), Regulation 7 (replacement of meters), Regulation 8 (ongoing obligations in relation to meters) and Regulation 9 (billing). This applies equally to existing and newly installed meters.
- 6.33 Following their initial determination, it is possible for buildings to move between classes due to a later change in circumstances. For example, an exempt class building that undergoes a change of use from supported housing to a non-exempt type of residence (or a building with other non-exempt heat use) would move to the open class or an existing building supplied by a district heat network would move to the viable class if it is undergoing major renovations. However, we would expect the class to remain the same for most buildings.
- 6.34 Where a building moves from the exempt class to the open class and where the heat supplier determines it is technically feasible and cost-effective to do so, the heat supplier **must** install meters when the building falls into that class. The same applies to any buildings that subsequently move into the viable class.
- 6.35 A heat supplier whose building changes class is not required to notify OPSS of this immediately but report the correct building class in the next heat network re-notification submission.

7 Regulation 5 (Requirements Relating to Meters)

- 7.1 Regulation 5 sets out requirements relating to the meter accuracy. It states that meters **must** accurately measure, memorise and display the consumption of heating, cooling or hot water by each final customer.
- 7.2 This requirement applies to all installed meters on any heat network that falls within the scope of the Regulations. This includes, meters installed prior to the Regulations first coming into force in 2014.
- 7.3 With regards to meters which were installed before the 27 November 2020 heat suppliers **must** comply with this requirement before 1 September 2022.

Heat meter accuracy

- 7.4 Regulation 5 requires the heat meters in scope of these Regulations to be accurate but is not prescriptive with regard to a standard or accuracy class.
- 7.5 As a matter of good practice and having reviewed similar schemes that require heat to be metered, the OPSS advises the heat suppliers to use the meters that meet established performance standards. For example, this could mean installing meters that comply with 2014 Measuring Instruments Directive (MID) (2014/32/EU) or recommendations in OIML R 75:2002 Heat meters².
- 7.6 OPSS advises that installed meters need to meet the tolerances which are stated as being the maximum permissible errors for each of the accuracy class.
- 7.7 To ensure accuracy and prevent malfunctioning, meters should be installed in line with the manufacturer's instructions. This includes the correct positioning of all meter components (calculator, flow sensor and the pair of temperature probes), correct placement with respect to the pipe (e.g. distance from joints and bands), meter calibration and similar. For complete requirements and instructions, please refer to your meter's manufacturers' documentation.
- 7.8 OPSS advises that all metering equipment is installed by a competent installer.
- 7.9 For meters that are MID compliant, the acceptable proof of accuracy includes a type examination certificate. Another type of evidence that is also acceptable is a photograph of 'MID markings' on the meter body (integrator component), alongside the proof of the meter installed at the declared location (serial number).
- 7.10 MID compliant meters will also contain an indication of an accuracy class on the meter body (integrator part). In most circumstances, the marking will just say 'class 2' or 'cl 2', rather than 'accuracy class 2'. Other applicable meter classes that are visible on the meter body will normally have full denomination, such as environmental class.
- 7.11 For OIML R 75, the acceptable proof of accuracy may include an OIMLCS Certificate and associated type evaluation/ test report from an OIML Issuing Authority.

² <https://www.oiml.org/en>

- 7.12 The sections 7.5 to 7.11 contain recommendations on ways to be compliant, but they are by no means prescriptive or exhaustive. If your meter does not fall into the examples described here, please contact the OPSS Heat Networks team to discuss the specifications of the meter you have or are intending to install, and what evidence can be presented to confirm the meter is accurate.

Hot water meter accuracy

- 7.13 Regulation 5 requires the hot water meters in scope of these Regulations to be accurate but are not prescriptive with regard to a standard.
- 7.14 As a matter of good practice, the OPSS strongly advises the heat suppliers that the hot water meters comply with the established standards, such as 2014 Measuring Instruments Directive (MID) (2014/32/EU) MI-001 or OIML R 49: 2013 (E) Water meters for cold potable water and hot water.
- 7.15 In addition to meeting any required standard, hot water meters need to be installed in line with the manufacturer's instructions.
- 7.16 Hot water meters that do not meet MID or OIML may also be deemed accurate. If this is the case for you, please get in touch with OPSS to discuss the options for evidencing the accuracy requirement.
- 7.17 For meters that are MID compliant, the acceptable proof of accuracy includes a type examination certificate. Another type of evidence that is also acceptable is a photograph of 'MID markings' on the meter body (integrator component),
- 7.18 For OIML R 49, the acceptable proof of accuracy may include an OIML-CS Certificate and associated type evaluation/ test report from an OIML Issuing Authority.

OPSS requirements and evidence

- 7.19 When submitting initial evidence on meter accuracy, if it meets the requirements in paragraph 7.14, you need to confirm the following information:
- Make, model and serial number of the meter;
 - Location of the meter on the heat network;
 - Whether the meter is MID compliant and its accuracy class;
 - If the meter is not MID compliant, further evidence of standards and accuracy class, such as calibration or testing certificates;
 - Declaration that the meter has been installed in line with the manufacturer's instructions; and
 - Installation date, and the date of the latest test and/or calibration.
- 7.20 Where OPSS receives complaints from a customer, further evidence may be required from a heat supplier to evidence that the measuring equipment in scope of these Regulations is compliant with the requirements of Regulation 5. This may include in situ or laboratory tests, or other methods, as deemed appropriate.
- 7.21 In line with the transitional arrangements pertaining to the UK's exit from the EU, CE marking on the hot water meters entering the UK are allowed until 1 January 2022. This page will be updated to reflect any changes ahead of this deadline.

8 Regulation 6 (Duty to install heat cost allocators, thermostatic radiator valves and hot water meters)

Heat cost allocators, thermostatic radiator valves and hot water meters

- 8.1 In certain cases, Regulation 6 requires heat supplier to install heat cost allocators (HCAs), thermostatic radiator valves (TRVs) and hot water meters. This applies where there is:
- More than one final customer in the building;
 - Both heating and hot water is supplied to that building; and
 - The heat supplier has determined that it is not technically feasible or cost-effective to install final customer meters.
- 8.2 Heat suppliers are required to install heat cost allocators, thermostatic radiator valves and hot water meters only where it is cost-effective and technically possible to do so. The requirement to assess cost-effectiveness of HCA, TRV and hot water meters installed applies only to buildings in the open class, after the technical feasibility and/or cost-effectiveness assessment has been completed in respect of heat meters and the outcome was negative.
- 8.3 For buildings that fall into the open class before 27 November 2021, heat suppliers **must** complete the cost-effectiveness assessment in respect of HCAs, TRVs and hot water meters by 27 November 2021. If the cost-effectiveness assessment results are positive, they **must** install HCAs, TRVs and hot water meters by 1 September 2022.
- 8.4 Where a building first falls into the open class between 27 November 2021 and 1 September 2022, the cost-effectiveness assessment **must** be made for that building and the installation be complete before 1 September 2022.
- 8.5 Where a building first falls into the open class on or after 1 September 2022, a cost-effectiveness assessment **must** be made, and HCAs, TRVs and hot water meter meters installed, at that time.
- 8.6 Where a cost-effectiveness assessment has indicated that it is not cost-effective for metering devices (meters or HCAs, TRVs and hot water meters) to be installed, the heat supplier is required to carry out a further assessment within four years and repeat this within four-year periods thereafter, for as long as those assessments return a negative response and meters or heat cost allocators have not been installed.
- 8.7 Where it is not cost-effective to install metering devices, the heat supplier may use alternative methods to determine charges for customers for heat supplied through a network, including using a building level meter.
- 8.8 Where a repeated cost-effectiveness assessment of open class building that has previously returned negative result subsequently indicates that it has become cost-effective to install HCAs, TRVs and hot water meters, the heat supplier **must** complete this work within that four year period.

Guidance to Heat Network (Metering and Billing) Regulations

- 8.9 Where an assessment has indicated that it is cost-effective to install HCAs, TRVs and hot water meters in a building, the heat supplier is required to install HCAs and TRVs at each room-heating radiator in the premises of each customer, as well as a single hot water meter for each customer.
- 8.10 The heat suppliers with both existing and newly installed HCAs, TRVs and hot water meters in open class buildings need to comply with the requirements of Regulation 5 (accuracy of hot water meters), Regulation 6 (accuracy of HCAs), Regulation 8 (ongoing obligations in relation to meters and HCAs) and Regulation 9 (billing).
- 8.11 For clarity, the devices referred to in this section mean:
- HCA is used to record the consumption of heat by a room-heating radiator within a customer's premises;
 - TRV is used to give a customer control over the consumption of heat by a room-heating radiator;
 - Hot water meter is used to record the consumption of hot water by a customer.

Heat cost allocator accuracy

- 8.12 Heat cost allocators in scope of these Regulations **must** accurately measure, memorise and display the consumption of heat by a room-heating radiator.
- 8.13 Regulation 6(6) requires the heat cost allocators in scope of these Regulations to be accurate but is not prescriptive with regard to a standard.
- 8.14 As a matter of good practice, the OPSS advises the heat suppliers that the heat cost allocators comply with the standard BS EN 834:2013.
- 8.15 In addition to meeting any required standard, the heat cost allocators need to be installed in line with the manufacturer's instructions.
- 8.16 Heat cost allocators that do not meet the BS EN 834:2013 may be deemed as accurate. If this is the case for you, please get in touch with OPSS to discuss the options for evidencing the accuracy requirement.

Evidencing heat cost allocator accuracy

- 8.17 Requirements for evidencing heat cost allocator accuracy will follow the same process previously described for meter accuracy in Chapter 7 on Regulation 5 requirements.
- 8.18 When submitting initial evidence on heat cost allocator accuracy, you will need to confirm the following information:
- Make, model and serial number of the heat cost allocator;
 - Location of the heat cost allocator on the heat network;
 - Whether the heat cost allocator is compliant with BS EN 834:2013;
 - If the heat cost allocator is not compliant with BS EN 834:2013, further evidence of its accuracy, such as technical documentation and/or test results;
 - Declaration that the heat cost allocators has been installed in line with manufacturer's instructions;
 - Installation date, and details of any previous tests.

Guidance to Heat Network (Metering and Billing) Regulations

- 8.19 If OPSS is not satisfied with the heat cost allocator accuracy following the submission of initial evidence, such as if there are customer complaints, further evidence may be required from a heat supplier. This may include in situ or laboratory tests, or other methods, as deemed appropriate.

9 Regulation 7 (Replacement of existing meters)

- 9.1 Regulation 7 requires the heat suppliers ensure that replacement meters accurately measure, memorise and display the consumption of heating, cooling or hot water by a final customer.
- 9.2 For meter accuracy requirements and how they can be met, please refer to paragraphs 7.5 to 7.11 (Chapter 7 on Regulation 5, meter accuracy sub-heading) of this Guidance.
- 9.3 Replacing meters is expected to be generally possible. However, in cases where it would be technically impossible or the estimated cost would be unreasonable, this **must** be evidenced to OPSS.

10 Regulation 8 (On-going obligations in relation to meters and heat cost allocators)

- 10.1 In accordance with the Regulations, heat suppliers **must** ensure that any installed meters and heat cost allocators are:
- continuously operating correctly; and
 - properly maintained and periodically checked for errors.
- 10.2 To ensure that the meters and heat cost allocators are properly maintained, heat suppliers should refer to their manufacturers' documentation and comply with maintenance requirements therein, including re-calibration of meters.
- 10.3 Heat suppliers should also periodically visit sites and visually check meters, remotely monitor usage and address any anomalies, conduct periodic checks against warranties and specifications and similar.
- 10.4 Heat suppliers need to keep evidence of maintenance activities, which includes, but is not limited to, invoices, receipts, inspection logs, and testing or re-calibration certificates and reports, and **must** produce them if requested by OPSS.
- 10.5 OPSS strongly advises that any re-calibration or testing activities be carried out by a manufacturer of the relevant meter, or by an organisation accredited by the United Kingdom Accreditation Service (UKAS).

11 Regulation 9 (Billing)

- 11.1 Regulation 9 outlines the billing requirements for heat suppliers when supplying final customers on the networks they operate. Regulation 9 applies where meters or HCAs are installed on the network.
- 11.2 The billing requirements apply to all existing and new meters and HCAs installed on the heat network, regardless of whether they have been installed under a duty in the Regulations or not. Prior to the amendments coming into force on 27 November 2020, the billing requirements applied only to metering devices that have been installed under the obligations of the Regulations, however, they now include all installed metering devices. From 1 September 2022, mandatory billing requirements will apply to metering devices where this requirement did not previously apply.
- 11.3 The heat supplier **must** ensure that bills and billing information for the consumption of heating, cooling or hot water by a final customer are accurate, based on actual consumption and compliant with the requirements outlined in Schedule 2 of the Regulations.
- 11.4 A heat supplier does not need to comply with mandatory billing requirements unless it is technically possible and economically justified to do so. It will be considered technically possible and economically justified to issue bills and billing information to final customers where the estimated reasonable cost of issuing them does not exceed £92 per a final customer per a year (paragraph 6 of Schedule 2).
- 11.5 To estimate this cost, in accordance with paragraph 7 of Schedule 2, the heat suppliers **must** take in to account the costs of:
- Collecting, storing and processing of the meter readings;
 - Preparation and issuing of the bill and billing information;
 - Processing of payments; and
 - Issuing demands for payment if a bill is not paid.
- 11.6 The mandatory billing requirements **do not apply where** the final customer occupies:
- Supported housing, almshouse accommodation or purpose-built student accommodation; or
 - a private dwelling or non-domestic premise that is subject to a leasehold interest where the lease began before 27 November 2020 and contains a provision which would prevent billing based on actual consumption.
- 11.7 Schedule 2 details the information that need to be included as part of the billing information. Billing information **must** include the following:
- Current energy prices charged to the final customer by the heat supplier;
 - Information about the final customer's energy consumption from the heat supplier;
 - Where available, comparisons of the final customer's current energy consumption from the heat supplier with consumption for the same period in the previous year, if possible displayed in a graph;

Guidance to Heat Network (Metering and Billing) Regulations

- Contact information, including website addresses, for organisations from which information may be obtained on available energy efficiency improvement measures and technical specifications for products which use energy. An example of this is <https://www.simpleenergyadvice.org.uk/>
- 11.8 Billing information **must** be issued by the heat supplier at least twice a year and with every bill issued. A bill **must** be issued to a customer at least once per year based on actual rather than estimated consumption.
- 11.9 Where a final customer has opted to receive electronic billing or where a final customer requests, billing information **must** be issued at least quarterly.
- 11.10 A bill may be based on an estimate only if the final customer has not provided a meter reading where they are expected to do so.
- 11.11 A heat supplier's costs of providing bills and billing information may be passed on to final customers provided that no profit is made from such charges. This is the case unless, in buildings with more than one final customer, billing services are undertaken by a third party, in which case **reasonable charges** may be passed on to final customers.
- 11.12 A heat supplier must not make a specific charge to a final customer for the provision of a bill or billing information other than in respect of the supply of additional copies.
- 11.13 At the request of a final customer a heat supplier must:
- Supply a final customer's billing information to an energy services provider;
 - Provide electronic billing and billing information;
 - Ensure that information and estimates of energy costs are provided to a final customer promptly and in a format, which enables customers to compare charges of different energy suppliers.
- 11.14 Heat suppliers **must** also provide a clear explanation of the information contained in a bill, including how the bill was calculated and specifying fixed and variable charges.
- 11.15 The pricing of heat supply is not in scope of the Regulations.

12 Transitional arrangements

12.1 The Heat Network (Metering and Billing) (Amendment) Regulations 2020 come into force on 27 November 2020. The Regulations set out transitional arrangements for heat suppliers who already operate heat networks. The deadlines for compliance with a number of obligations under the Regulations are staggered over a period of time. This chapter describes the various commitments, deadlines and what suppliers need to do to prepare for it.

First deadline – 27/11/2021

- 12.2 Heat suppliers will need to have completed the determination of the building class for each building on all networks they operate. In addition, they need to complete a technical feasibility and cost-effectiveness assessment for all buildings in the open class (where meters or heat cost allocators are not already installed).
- 12.3 There is an obligation to complete the cost-effectiveness assessment by the first deadline but failing to do so does not constitute an offence.
- 12.4 Failing to complete a cost-effectiveness assessment by the first deadline will have an impact on the ability of a heat supplier to meet other obligations. As an example, if a heat supplier fails to complete a cost-effectiveness assessment in time, and subsequently fails to install heat meters or heat cost allocators in time, they will be liable for penalties under Regulation 13, in relation to Regulations 4 and 6.
- 12.5 OPSS urges all suppliers to complete the cost-effectiveness assessment well in advance of the deadline and contact OPSS if they encounter any issues with meeting this requirement.

End of transitional arrangements in respect of the first deadline

- 12.6 Heat suppliers **must** complete and retain copies of cost-effectiveness assessment and submit them to OPSS at request. The tools are available at the OPSS Heat Network compliance website.
- 12.7 OPSS reserves the right to ask for the cost-effectiveness assessment and any other supporting evidence necessary to verify the requirement to install metering devices in due course.
- 12.8 There is no requirement to submit the completed cost-effectiveness assessment to OPSS at this stage (immediately after the first deadline has passed).

Second deadline – 01/09/2022

- 12.9 Heat suppliers **must** comply with all amended and new requirements by the second deadline of 1 September 2022.
- 12.10 Heat suppliers **must** complete the installations of heat meters in all buildings that fall into the open class where it is technically feasible and the results of the cost-effectiveness assessment confirm that it's cost-effective to do so.
- 12.11 Where meters are required by the Regulations, temperature control devices **must** also be installed.

Guidance to Heat Network (Metering and Billing) Regulations

- 12.12 Heat suppliers will also need to comply with requirements on meter accuracy for any meters installed before 27 November 2020. Furthermore, compliance with requirements relating to ongoing obligations (with regards to meters and heat cost allocators) as well as billing will be required for all installed metering devices (not previously covered) by this deadline.
- 12.13 Where it not technically feasible and cost-effective to install heat meters but it is cost-effective to install HCAs, TRVs and hot water meters as per results of the cost-effectiveness assessment, the heat suppliers **must** do so by the second deadline.
- 12.14 Where heat suppliers were due to re-notify their heat network to OPSS between 27 November 2020 and 1 September 2022, they **must** submit their renotification at the latest by the end of this period with all required information.
- 12.15 From 1 September 2022, final customer meters will be mandatory in almost all newly constructed buildings with communal heating (see building classes in Appendix B).

End of the second deadline and transitional arrangements

- 12.16 The transitional arrangements end on 1 September 2022, and from there on compliance with all requirements in the Regulations will apply.
- 12.17 Not having complied with all transitional requirements is an offence. OPSS will seek evidence that obligations have been met and take action where they have not.

13 Our role

- 13.1 The Office for Product Safety and Standards is part of the Department for Business, Energy and Industrial Strategy (BEIS) and is appointed by BEIS as the enforcement authority responsible for ensuring compliance with the Heat Network (Metering and Billing) (Amendment) Regulations 2020 within the UK.
- 13.2 We operate across a range of sectors with a focus on technical, environmental and product-based regulations. We make regulation work, protecting people and the environment, enabling businesses and maximising the impact of what we do, in partnership with users and stakeholders.
- 13.3 Our approach to carrying out our regulatory activities is explained in our Service Standards. We know that good regulation is proportionate, consistent, targeted, accountable and transparent. We use the full range of tools and powers available to us to promote compliance and enforce the law to maintain protection, fairness and confidence.
- 13.4 We ensure that information, guidance and advice are available to help those we regulate to understand and meet legal requirements. Enquiries and requests for guidance or advice can be made by contacting us:
- Email (generic): opss.enquiries@beis.gov.uk
 - Email (heat networks team): heatnotifications@beis.gov.uk
 - Online enquiry form: <https://www.rohs.bis.gov.uk/enquiry>
 - Telephone: 0121 345 1201
 - Post: Office for Product Safety and Standards, PO Box 17200, Birmingham B2 2YT
- 13.5 We carry out inspections and other activities to check compliance with legal requirements, in accordance with our legal powers, and we target these checks where we believe they are most needed.
- 13.6 We are committed to dealing with non-compliance with legal requirements in a manner proportionate to the nature, seriousness and circumstances of the offence, as set out in our Enforcement Policy. Our aim is to deliver enforcement that is fair and objective, while also being robust, credible and consistent with the intentions of the legislation. We use compliance advice, guidance and support as a first response to many breaches, where we consider this effective and proportionate. However, we will deal firmly with those that deliberately, persistently or recklessly fail to comply with their obligations, using the powers set out in Schedule 3 in the Regulations.
- 13.7 When we take enforcement action or make a regulatory decision in relation to a business or other body that we regulate, we will always provide a clear and timely explanation of any associated right to appeal. Further information on rights to appeal is available in our Challenges and Appeals Guidance.
- 13.8 Safety and Standards has responsibility for enforcing other regulations which may affect heat suppliers under Heat Network (Metering and Billing) (Amendment) Regulations 2020. These include Measuring Instruments Regulations 2016 (available here: www.gov.uk/government/publications/measuring-instruments-regulations-2016) and guidance on CE Marking (available here: www.gov.uk/guidance/ce-marking).

Guidance to Heat Network (Metering and Billing) Regulations

- 13.9 Further information on OPSS and the comprehensive list of regulations that we enforce can be found here: <https://www.gov.uk/guidance/national-regulation-enforcement-services>.

14 Glossary

- 14.1 The concepts used are explained in the Guidance or are otherwise included in definitions in Regulation 2. To avoid duplication, it will not be repeated here.

15 Appendix A – ‘Cascading Responsibilities’

- 15.1 In some situations, there is an intermediary between the heat supplier and the final customer.
- 15.2 In this scenario, company A operates a boiler supplying heat into a district heat network. Building owner B receives heat from company A and rents its building (and sells the heat) to companies C and D.
- 15.3 Building owner B is a final customer on A’s district heat network. B is also a heat supplier to C and D, who are B’s final customers through communal heating.
- 15.4 Both A and B are heat suppliers and have to meet the duties in the Regulations.

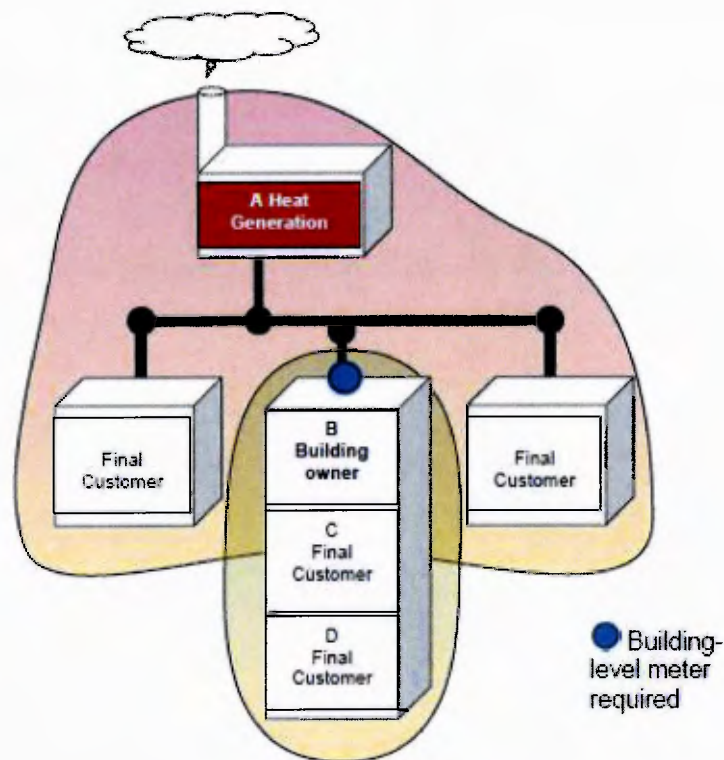


Figure A1

- 15.5 In this situation, OPSS advises that an arrangement is made for A to submit a notification for the network which encompasses both A’s and B’s information (i.e. the total number of final customers).
- 15.6 If this is not possible, then both parties must submit their own notification. In this case, B should enter ‘0’ for the Heating/hot water capacity (question 3.1) and Heating/ hot water generation (question 3.4) and leave a covering note including A’s name and postcode.

16 Appendix B – Building classes

16.1 This Appendix supplements Chapter 6 (Regulation 3 (duty to notify), Regulation 4 (duty to install meters) and Regulation 6 (duty to install heat cost allocators, thermostatic radiator valves and hot water meters)) and summarises building classes in a table format.

16.2 Viable class

Buildings supplied by a district heat network which fall into the viable class	Buildings supplied by communal heating which fall into the viable class
<p>A newly constructed building connected to a district heat network on or after 27 November 2020.</p> <p>This includes new buildings added to existing heat networks as well as those constructed before 27 November 2020 but connected on or after this date.</p>	<p>A newly constructed building (not in the open class or exempt class) connected to communal heating on or after 1 September 2022.</p> <p>This includes buildings which are constructed before 1 September 2022 but connected on or after this date.</p> <p>Some new buildings with communal heating fall into the open class or exempt class (please see relevant tables).</p>
<p>A building that undergoes major renovations relating to the technical services (as defined in the Regulations) on or after 27 November 2020.</p>	<p>No existing buildings.</p>
<p>An existing building where meter installations have previously been mandatory.</p> <p>This includes buildings which during the period between 18 December 2014 and before 27 November 2020</p> <ul style="list-style-type: none"> - were newly constructed and connected to a district heat network; or - underwent major renovations relating to the technical services of that building (as defined in the Regulations). 	<p>No existing buildings.</p>

Table B1

16.3 Open class

Buildings supplied by a district heat network which fall into the open class	Buildings supplied by communal heating which fall into the open class
No new buildings.	<p>A newly constructed building (not in the exempt class) connected to communal heating on or after 27 November 2020 and before 1 September 2022.</p> <p>Some buildings fall into the exempt class (please see the relevant table).</p>
No new buildings.	<p>A newly constructed building (not in the exempt class) connected to communal heating on or after 1 September 2022 where</p> <ul style="list-style-type: none"> - there is more than one entry point for the pipes; or - the building (or any part of the building) is supported housing, almshouse accommodation or purpose-built student accommodation. <p>Some buildings fall into the exempt class (please see relevant table).</p>
An existing building (not in the viable class) where meters or heat cost allocators are installed in all private dwellings or non-domestic premises in that building.	An existing building where meters or heat cost allocators are installed in all private dwellings or non-domestic premises in that building.
<p>Any other existing building that does not fall into the viable class or exempt class (please see relevant tables), this includes but is not limited to:</p> <ul style="list-style-type: none"> - existing buildings which were connected to a district heat network before 18 December 2014 (before meters became mandatory for these buildings). - existing buildings which were not originally constructed to be connected to a district heat network but are connected at a later stage, on or after 27 November 2020. 	<p>Any other existing building that does not fall into the exempt class (please see the relevant table).</p> <p>Existing buildings include those which were not originally constructed to be connected to communal heating but are connected at a later stage, on or after 27 November 2020.</p>

Table B2

16.4 Exempt class

Buildings supplied by a district heat network which fall into the exempt class	Buildings supplied by communal heating which fall into the exempt class
<p>No new buildings.</p>	<p>A newly constructed building, not consisting mainly of private dwellings which is connected to communal heating on or after 27 November 2020 where</p> <ul style="list-style-type: none"> - heat is distributed by means of a system other than hot water; or - the cooling system uses a transfer fluid other than water.
<p>An existing building (not in the viable class), where the building (or any part of the building) is</p> <ul style="list-style-type: none"> - supported housing; - almshouse accommodation; or - purpose-built student accommodation. 	<p>An existing building, where the building (or any part of the building) is</p> <ul style="list-style-type: none"> - supported housing; - almshouse accommodation; or - purpose-built student accommodation.
<p>An existing building (not in the viable class), where more than 10% of the total number of private dwellings and non-domestic premises are</p> <ul style="list-style-type: none"> - subject to a leasehold interest; - the lease began before 27 November 2020; and - the lease contains a provision which would prevent billing based on consumption. 	<p>An existing building, where more than 10% of the total number of private dwellings and non-domestic premises are</p> <ul style="list-style-type: none"> - subject to a leasehold interest; - the lease began before 27 November 2020; and - the lease contains a provision which would prevent billing based on consumption.
<p>An existing building (not in the viable class), not consisting mainly of private dwellings where</p> <ul style="list-style-type: none"> - heat is distributed by means of a system other than hot water; or - the cooling system uses a transfer fluid other than water. 	<p>An existing building, not consisting mainly of private dwellings where</p> <ul style="list-style-type: none"> - heat is distributed by means of a system other than hot water; or - the cooling system uses a transfer fluid other than water.

Table B3

17 Appendix C – Summary changes brought in by the 2020 Amendments

- 17.1 This Appendix sets out main changes brought in by the Heat Network (Metering and Billing) (Amendment) Regulations 2020 (referred to in here as ‘the 2020 Amendments’).
- 17.2 The Appendix is structured so as to note main changes against each Regulation. Each section summarises the main requirements of the Regulation and sets out the changes to the previous version(s) of the Regulations.
- 17.3 This Appendix is aimed at existing heat suppliers who may want a quick overview of what has changed.
- 17.4 This Appendix needs to be read together with main sections of Guidance, which explains the context and requirements of the change.

Regulation 2

- 17.5 Regulation 2 provides for the definitions used in the Regulations.
- 17.6 Several new definitions are introduced, including ‘almshouse accommodation’, ‘social housing provider’, ‘supported housing’, ‘low cost rental accommodation’, and ‘student accommodation’. These are important in relation to the building classes.
- 17.7 A definition of ‘existing building’ has also been included.

Regulation 2A

- 17.8 The 2020 Amendments introduce three building classes, of the viable, open and exempt classes. In this context, the 2020 Amendments introduce changes to the criteria which determine the metering requirements. The building classes are referred to in the context of Regulation 3 section in Guidance main body (relating to the requirement to notify building classes as a part of the notification process), Regulation 4 and 6 (relating to the requirement of assessment of technical feasibility and cost-effectiveness of the installation of metering devices) and in Appendix B (tables setting out criteria for each class).

Regulation 3

- 17.9 The core obligations with regard to Regulation 3 remain around requirement to notify and renotify heat networks.
- 17.10 The changes brought in by the 2020 Amendments cover:
- Additional information related to building class to be reported as a part of the notification;
 - Prescribed form for submitting the notification to OPSS (available on the OPSS Heat Network compliance website); and
 - Extension of deadline for submission of an updated notification (renotification) for renotifications due between 27 November 2020 and 1 September 2022.
- 17.11 The requirement to submit information related to the cost-effectiveness assessment as part of the notification is not new, however the information will need to part of the prescribed form for submitting the notification to OPSS.

Regulation 4

- 17.12 Regulation 4 covers the duty to install meters.
- 17.13 The 2020 Amendments describe how heat suppliers comply with the requirements to install meters in their buildings in accordance with the building classes.
- 17.14 Changes to Regulation 4 also provide new timelines within which the cost-effectiveness assessments need to be completed and metering devices be installed.
- 17.15 Regulation 4 also references Schedule 1, which has been amended.

Regulation 5

- 17.16 Regulation 5 maintains that the meters installed under the Regulations must be accurate.
- 17.17 The scope for meters to be accurate has been extended to all meters that are installed on heat networks that are in scope of Regulations, whether or not they were installed as a requirement of the Regulations (or voluntarily, for example).
- 17.18 Through amendment of Regulation 11, non-compliance with Regulation 5 has become an offence.

Regulation 6

- 17.19 Regulation 6 covers the duty to install heat cost allocators (HCAs), thermostatic radiator valves (TRVs) and hot water meters.
- 17.20 The 2020 Amendments describe how heat suppliers comply with the requirements to install heat cost allocators, thermostatic radiator valves, and hot water meters in their buildings in accordance with the building classes.
- 17.21 Changes to Regulation 6 also outline the timelines within which the cost-effectiveness assessments need to be completed and HCAs, TRVs and hot water meters installed.
- 17.22 Regulation 6 also references Schedule 1, which has been amended.

Regulation 7

- 17.23 Regulation 7 covers the replacement of existing meters.
- 17.24 Regulation 7 has been simplified to retain only an obligation for replacement meters to be accurate (in the same way that Regulation 5 covers accuracy of existing and first time/newly installed meters).
- 17.25 The remainder of the previous Regulation 7, which referred to metering requirements for new buildings and major renovations on district heat networks, is now reflected in the metering requirements of the building classes in Regulation 2A.

Regulation 8

- 17.26 Regulation 8 covers ongoing obligations in relation to meters and heat cost allocators.
- 17.27 This requirement has been extended to all meters and heat cost allocators installed on heat networks that are in scope of Regulations, whether or not they were installed as a requirement of the Regulations.

Regulation 9

- 17.28 Regulation 9 covers billing requirements.

Guidance to Heat Network (Metering and Billing) Regulations

- 17.29 One notable change with regard to Regulation 9 is the change of threshold for billing cost that has changed from £70 to £92 per final customer per year. This amendment is contained in Schedule 2, paragraph 6.
- 17.30 The 2020 Amendments also introduce a number of other criteria where billing requirements are not mandatory.
- 17.31 Regulation 9 has been extended to all meters and heat cost allocators that are installed on heat networks that are in scope of the Regulations, whether or not they were installed as a requirement of the Regulations

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Annie Bletsoe-Brown

From: [REDACTED]
Sent: 04 November 2021 17:26
To: HomeOwnershipUtilityDispensation
Cc: Neil.lawlor@devonshires.co.uk; London.RAP@justice.gov.uk
Subject: Re: Case reference: LON/00AU/LDC/2021/0209 + (Devonshires Solicitors LLP ref: NML/NHH1/3004)

Categories: Blue category

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Ashley

Thank you for your email and explanation

However, I stand firmly by my objections and by my believes that NHG is not working for the benefits of the leaseholders and that we will suffer prejudice if this dispensation is granted, in particularly without the tribunal strict supervision and conditions.

The tribunal will look all objections that are related to potential suffering of prejudice (detailed research was done), and I would like my objections and my proposed solutions to be considered by the tribunal and not only by NHG.

Meetings, conversations, or further exchange of email are all welcome as I'm keen to see how much efforts is NHG prepared to put forward to repair current state of lack of trust and absence of transparency.

However, I stand firmly that my objections need to be presented to the tribunal and the tribunal judge to decide on the outcome

Kind Regards

[REDACTED]
Flat 22
11 Angel Lane
London SE17 3FH

From: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Sent: 04 November 2021 16:39
To: [REDACTED]
Cc: Neil.lawlor@devonshires.co.uk <Neil.lawlor@devonshires.co.uk>; London.RAP@justice.gov.uk <London.RAP@justice.gov.uk>
Subject: RE: Case reference: LON/00AU/LDC/2021/0209 + (Devonshires Solicitors LLP ref: NML/NHH1/3004)
Hi [REDACTED]

It might consider whether your proposed conditions are valid and whether or not to impose any of them. If they did then we would of course be obliged and happy to meet them. However, the FTT has a limited jurisdiction I am afraid and might not consider a number of your allegations and they are not specifically relevant to our application for dispensation from the consultation requirements for energy supply agreements.

It is a matter of fact that the HIU maintenance and ES2 contracts are separate from any existing energy supply agreements and would be from any future contract that was agreed. It is not practical for these to be combined and we would not do so as it is not in the interests of residents or of NHG to do so. Because both of those contracts, the terms of service and any costs that arise from them whether a service charge are not are separate from the proposed energy supply agreements they are not relevant to our application for dispensation which is specifically for future energy supply agreements.

I have been assured that the accounts will be published shortly. However, if you are concerned that they have not been provided or wish to see an account of expenditure then you have a statutory right to request a summary: [What information should the summary of service charges contain? - The Leasehold Advisory Service \(lease-advice.org\)](#). An allegation that NHG has any profit share arrangement with its contractors is quite serious as if it were true it would probably be unlawful as well as a breach of our financial regulations, I would therefore suggest that this is not true. It is not our intention to limit transparency in this process, quite the opposite. This is why NHG wrote to all residents concerned earlier this year prior to submitting our application in order to inform residents that we intended to do so and provide the reasoning. At that time we also provided residents the opportunity to express an opinion on the application or discuss their concerns with us so that we might address them. We have now more recently written to all concerned residents again to update them on the progress of our application and to provide our application, supporting documents and provided residents the means to object or again discuss their concerns with us directly. It is not in our interest to obscure proceedings as we wish for residents to see the clear benefits of our application and support us in obtaining dispensation and a good and price for future energy supply agreements. Could you please have a read of this and if you would be willing to discuss this further, perhaps we could have a call to discuss your objection? I would be happy to meet with you separately or with other objecting residents from Manor Place collectively.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroup.org.uk



From: [REDACTED]

Sent: 04 November 2021 12:53

To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>

Cc: Neil.lawlor@devonshires.co.uk; London.RAP@justice.gov.uk

Subject: Re: Case reference: LON/00AU/LDC/2021/0209 + (Devonshires Solicitors LLP ref: NML/NHH1/3004)

Importance: High

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Dear Ashley

Thank you for your email and explanation

I stand firmly by my objections and by my believes.

NHG has monopolistic interests and I believe that I as a leaseholder will suffer prejudice if NHG is granted the dispensation for energy (gas and electricity) to enter into qualifying Long-Term Agreement (QLTA) without tribunal strict supervision or conditions. I would like that the tribunal considers all the proposed condition that I stated in my original letter as well as the points below.

- Re HIU

There is no proof that as you now claim HIU is administered under another contract. If they exist, I believe they need to be shown and tribunal needs to be able to assess it. Swich2 is just a bill generating organisation, so where is the contract for providing HIU services to leaseholders?

No full transparency from NHG as per usual, and in fact whenever I asked NHG they always said that communal gas and electricity are strictly connected to HIU (as the HIU is powered by gas and electricity), and that they (NHG) can "do whatever they want". When I communicated with Switch2 they stated to me that they are just bill issuing organisation, and that the administrative charges are set by NHG as is evident by the NHG form previously provided.

To further illustrate that NHG (or any of their own sister/subsidiaries) are running the HIU for Manor Place Depot also comes from involvement of NHG in repairs and maintenance of HIU that happened over the summer 2021.

I would like that the tribunal considers my objections about NHG monopoly and their ability to do "whatever they want" and in so doing prevent monopoly and prejudice to leaseholders, by imposing as a minimum strict anti-monopoly conditions to NHG.

- service charges and absence of audited accounts

The claims about absence of transparency are true, and I have heard several promises about release of audited accounts for service charges, but to me they are just empty promises until they are real and in my hands. We have been waiting for them for over 12/18 months and I do believe that NHG is skilful in obstructing transparency and truth for their own monopolistic benefits. Who knows maybe NHG has even profit share deals with contractors (where their or external contractors are hired but after a certain threshold the profits are split between contractors and NHG). It wouldn't have been the first time a housing association does it and wants to hide it

- absence of transparency relating to FTT process

NHG can hide as much as they want, saying that they complied and published FTT on the website. The reality is that transparency is not NHG strength and NHG is relying on leaseholders being confused with different information on different sheets so that leaseholders miss the tribunal deadline. If NHG was transparent and honest, they would provide maximum information in a clear concise and easy language, so that leaseholders can understand and make their judgement. All opposite is true about NHG.

Kind regards

[REDACTED]
Flat 22
11 Angel Lane
London SE17 3FH

From: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>

Sent: 04 November 2021 10:52

To: [REDACTED]

Cc: Neil.lawlor@devonshires.co.uk <Neil.lawlor@devonshires.co.uk>; London.RAP@justice.gov.uk <London.RAP@justice.gov.uk>

Subject: RE: Case reference: LON/00AU/LDC/2021/0209 + (Devonshires Solicitors LLP ref: NML/NHH1/3004)

Hi [REDACTED]

I write further to your email below and letter attached. Here is a response to each of your comments concerning our application for dispensation.

The dispensation, if granted, will allow NHG to form Qualifying Long Term Agreement (QLTA) contracts for service chargeable communal areas as well as HIU plat and third-party providers that serve to administer HIU that serves my home. I will not have rights to preview, interact in discussions, make observations, impact decisions or express comment towards energy suppliers or have any say in associated administration costs attached to the energy supplied, or able to view or comment on methods of calculations for associated/administrative costs applied to my home.

The intended contracts would be for the provision of energy and utilities across our portfolio and not just at Manor Place. The proposed energy supply agreements would deliver energy through the HIU to your property but the provision or maintenance of the HIUs is a separate matter as those services are delivered under another contract which is not the subject of this application.

If dispensation is granted residents would receive the same protection from unfair or unreasonable service charge costs as exists for any other contract as dispensation does not diminish or curtail these. We only seek dispensation from the consultation regulations for the proposed agreements because it is not possible to consult in the circumstances for the reasons set out in our correspondence and application, i.e. that quotations are not open in the market long enough to do so.

NHG is withholding calculations methods for associated/administrative costs/standing charges applied to my home in relation to HIU, and what they are relating to, exactly how they have been calculated, or what security if any, are associated with it: i.e. the HIU Switch 2 bill from 13 July and 13 Sep 2021 the consumption was only £0.95, whilst administrative charges £14.68 and standing charges £4.09.

The dispensation if granted, will allow NHG the ability to push unreasonable charges for administration cost and standing changes without need for leaseholder agreement on calculations methods or any protection articles associated with it. In so doing I believe that NHG will have a monopoly and managerial rights that can directly cause losses and disadvantage to me as a leaseholder. There is also a potential that NHG or any of their third-party energy providers use their monopolistic advantage (through administration costs and/or standard charges) as profit making exercise, even though the law only allows third-parties small reasonable charges.

The provision or maintenance of the HIUs is a separate matter as those services are delivered under another contract which is not the subject of this application. The same is true for the billing of domestic energy for your property which is delivered under another contract. Though you might have concerns about those contracts which inform your view, those contracts are not the subject of our application.

This dispensation application concerns only the ability to enter into future energy supply agreements for which we cannot realistically consult. We are seeking dispensation to enter into energy supply agreements like many landlords do routinely in such circumstances in order to enter into long term agreements if professional opinion dictates that that is the best option to minimise costs or associated costs for residents and NHG.

NHG did serve section 20b in relation to both 2019/20FY and 2020/21FY Manor Place Depot service chargeable apportionment. However, it's been over 18months since the 2019/20FY has terminated, and leaseholders are still waiting to receive final audited accounts with the rights to view all expenditure bills, methodology, apportionment etc. form NHG. This matter was/is a matter of major disputes on service charges, apportionments and calculations that is also subject to ombudsman review.

I believe that the dispensation, if granted, will put me as a lease-holding resident at a substantial disadvantage as associated costs such as service chargeable administration cost, standing charges, calculation methods apportionments, absence of benchmarking etc. in relation to gas, electricity but more so with other third-party administrative costs. They remain unscrutinised with absent of rigorous checks and predominantly deficient in comparative benchmarking as such cost benefit analysis to resident leaseholders are less likely to be applied creating potential for prejudice.

The ability of an enormous organisation like NHG to hold monopoly on energy and its associated costs can cause real harm and incredible disadvantage to leaseholders like me, as transparency and fairness are not attributes that NHG has exhibited to date. As such NHG or organisations linked to NHG, can pass costs for inappropriate works in the future, or charge more than would be appropriate gaining considerable financial advantage.

NHG is required to provide heating, hot water and electricity to its communal areas and domestic premises where this is a condition of the lease. To fulfil these requirements we seek contracts for services the cost for which is reasonable and justified and we seek dispensation here in order to enter into long term agreements if that is the best option to minimise costs or associated costs for residents and NHG.

This is particularly important in the current climate of energy price hikes and it is our concern that without the ability to negotiate agreements of varying lengths depending on market conditions costs might actually be higher for residents and NHG than would otherwise be the case. As such if dispensation is not granted, to protect the position of other residents and the business it might be necessary to tender the leasehold portfolio separately on a short term agreement which might limit any economy of scale.

We apologise for the delay in releasing accounts but have kept residents informed of progress in preparing these. These accounts are both being finalised to be published shortly.

Absence of full transparency by NHG for this process that the tribunal has requested it's a major concern. It is clear from the tribunal order instructions that any resident leaseholders need to write to the tribunal and solicitors directly including filling in a provided form. However, NHG in their letter to resident leaseholders' disregards this and ask them to write into homeownershiputilitydispensation@nhg.org.uk only. Please see attached.

Our letter was written in fulfilment of the directions set out by the FTT a copy of which we have made available to residents. The purpose of that letter was to alert residents to those directions so that residents can express an opinion or object without the FTT having to write to each resident itself as we are the applicant.

The purpose of that email address is to give residents the ability to discuss any concerns with us and not to distract from the process as correspondence with residents will be submitted to the FTT in our bundle for any hearing.

Additionally, absence of full disclosure in relation to HIU energy to the tribunal and the resident leaseholders within the letter is also a concern, especially as this dispensation, if granted, will directly affect privately owned resident leaseholders.

The provision or maintenance of the HIUs is a separate matter as those services are delivered under another contract which is not the subject of this application. This is the reason why it has not been mentioned.

Please can I ask that you consider each of these and let us know if you are content to set aside your objection regarding the dispensation application or otherwise narrow your objections so that we might consider these?

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroup.org.uk



From: [REDACTED]

Sent: 24 October 2021 20:33

To: London.RAP@justice.gov.uk

Cc: Neil.lawlor@devonshires.co.uk; HomeOwnershipUtilityDispensation

<HomeOwnershipUtilityDispensation@nhg.org.uk>

Subject: Case reference: LON/00AU/LDC/2021/0209 + (Devonshires Solicitors LLP ref: NML/NHH1/3004)

Importance: High

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Date 24/10/2021

To: The First-tier Tribunal Property Chamber

Dear Sir or Madam

I firmly object to Notting Hill Genesis (NHG) request of energy consultation dispensation as per section 20 of the Landlord and Tenant Act 1985 as this affecting the communal areas as well as private leaseholders' usage, thus leaseholder like me will suffer prejudice.

I am a shared ownership leaseholder of a NHG property in a block called Manor Place Depot in London SW17. I am a first-time leaseholder since September 2019. The entire residential block, that includes over 270 flat plus commercial units, have been developed with Heat Interface Units (HIU) that provides hot water and underfloor heating by a centralised district heating plant as per planning permission. The HIU uses gas and electricity within the district heating plant to supply individual flats as well as communal areas with heating and hot water. NHG has used a third provider (Switch 2) to charge me as a leaseholder for the consumption of heating and hot water in my home. This is in addition to the chargeable proportion of communal usage through service charges applied by NHG.

I believe that I will suffer prejudice if NHG are granted consultation dispensation in regards to energy (gas, electricity and all associated third-party providers NHG contracts in association with relevant energy) as:

- The dispensation, if granted, will allow NHG to form Qualifying Long Term Agreement (QLTA) contracts for service chargeable communal areas as well as HIU plat and third-party providers that serve to administer HIU that serves my home. I will not have rights to preview, interact in discussions, make observations, impact decisions or express comment towards energy suppliers or have any say in associated administration costs attached to the energy supplied, or able to view or comment on methods of calculations for associated/administrative costs applied to my home.
- NHG absence of transparency in calculations, nonexistence of accuracy, absence of accurate audited documents in relation to both communal areas that are service chargeable elements and individualised flats charges is a major concern that supports my belief that I will suffer prejudice. Furthermore, the monopoly on setting all the charges and especially the additional administrative charges without independent market established values, it's a major concern
 - NHG is withholding calculations methods for associated/administrative costs/standing charges applied to my home in relation to HIU, and what they are relating to, exactly how they have been calculated, or what security if any, are associated with it

i.e. the HIU Switch 2 bill from 13 July and 13 Sep 2021 the consumption was only £0.95, whilst administrative charges £14.68 and standing charges £4.09 (please see attached)

The dispensation if granted, will allow NHG the ability to push unreasonable charges for administration cost and standing changes without need for leaseholder agreement on calculations methods or any protection articles associated with it. In so doing I believe that NHG will have a monopoly and managerial rights that can directly cause losses and disadvantage to me as a leaseholder. There is also a potential that NHG or any of their third-party energy providers use their monopolistic advantage (through administration costs and/or standard charges) as profit making exercise, even though the law only allows third-parties small reasonable charges.

- NHG did serve section 20b in relation to both 2019/20FY and 2020/21FY Manor Place Depot service chargeable apportionment. However, it's been over 18 months since the 2019/20FY has terminated, and leaseholders are still waiting to receive final audited accounts with the rights to view all expenditure bills, methodology, apportionment etc. from NHG. This matter was/is a matter of major disputes on service charges, apportionments and calculations that is also subject to ombudsman review.

I believe that the dispensation, if granted, will put me as a lease-holding resident at a substantial disadvantage as associated costs such as service chargeable administration cost, standing charges, calculation methods apportionments, absence of benchmarking etc. in relation to gas, electricity but more so with other third-party administrative costs. They remain unscrutinised with absent of rigorous checks and predominantly deficient in comparative benchmarking as such cost benefit analysis to resident leaseholders are less likely to be applied creating potential for prejudice.

The ability of an enormous organisation like NHG to hold monopoly on energy and its associated costs can cause real harm and incredible disadvantage to leaseholders like me, as transparency and fairness are not attributes that NHG has exhibited to date.

As such NHG or organisations linked to NHG, can pass costs for inappropriate

works in the future, or charge more than would be appropriate gaining considerable financial advantage.


-
- Absence of full transparency by NHG for this process that the tribunal has requested it's a major concern. It is clear from the tribunal order instructions that any resident leaseholders need to write to the tribunal and solicitors directly including filling in a provided form. However, NHG in their letter to resident leaseholders' disregards this and ask them to write into homeownershiputilitydispensation@nhg.org.uk only. Please see attached.
- Additionally, absence of full disclosure in relation to HIU energy to the tribunal and the resident leaseholders within the letter is also a concern, especially as this dispensation, if granted, will directly affect privately owned resident leaseholders.

All of this matters point out towards NHG absence of transparency, openness or fairness, thus automatically inferring prejudice tendencies.

If the Tribunal does grant dispensation to NHG, I would please ask if this can be administered with specific conditional items i.e.:

- NHG absolute transparency on cost and all other fixed, variable, administrative etc. charges (including where did methodological calculation originate from for those charges - with benchmarking)
- the energy supplies transparency in all charges (including where did methodological calculation originate from for those charges - with benchmarking)
- that NHG and energy supplier must be members of Heat Trust – encouraging customer base benefits and preventing monopolistic disadvantages
- that NHG and energy supplier are part of government initiative Regulated Asset Base (RAB) preventing monopolistic disadvantages, with all charges set by an independent regulator who holds any energy company to account and ensure any expenditure is in the interest of users.
- dispensation granted for a maximum of 5 years
- if deviation from the above occurs that results in monopoly - set level of leaseholders' compensation for prejudice that NHG will require to pay to leaseholders

Kind regards


Flat 22
11 Angel Lane
London SE17 3FH

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Notting Hill Genesis and its associated companies are registered in England and have their Registered Office at Bruce Kenrick House, 2 Killick Street, London N1 9FL.

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The electronic communications disclaimer and further information can be found on our website www.nhg.org.uk/legal.

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 24 October 2021 22:03
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor; homeownershiputilitydispensation@nhg.org.uk
Subject: LON/00AU/LDC/2021/0209 and NML/NHH1/3004
Attachments: Pages from ftt-directions_[REDACTED].pdf; Dispensation_letter to NHG_211024.pdf

To: The First-tier Tribunal Property Chamber (Residential Property)
Copy to: Neil Lawlor from Devonshires Solicitors LLP and Notting Hill Genesis

Dear Sirs/Madams,

Case reference: LON/00AU/LDC/2021/0209
Devonshire ref number: NML/NHH1/3004

Please find attached the reply form as well as a letter explaining why I'm opposing the dispensation.

Best regards,

[REDACTED]

--

[REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	24/10/2021
Signature:	
Print Name:	
Address of affected property:	Flat 17, 3 Angel Lane SE17 3FD, London, UK
Your correspondence address (if different):	
Telephone:	
Email:	

[REDACTED]
Flat 17, 3 Angel Lane
London, SE17 3FD, UK

To:

The First-tier Tribunal Property Chamber
London.RAP@justice.gov.uk

Copy to: Neil Lawlor from Devonshires Solicitors LLP (Neil.lawlor@devonshires.co.uk)

Copy to: homeownershiputilitydispensation@nhg.org.uk

Case reference: LON/00AU/LDC/2021/0209
(Devonshires Solicitors LLP ref: NML/NHH1/3004)

Dear Sir/Madam,

I am opposing NHG's dispensation for long-term-agreement in relation to energy suppliers for several reasons:

- Should the dispensation be approved, leaseholders won't be protected from (a) paying for inappropriate works/services, or (b) paying more than would be appropriate.
- NHG had not been fully transparent to leaseholders nor to the court tribunal about the HIU energy supplier.
- the dispensation will grant NHG ability to form long-term agreement with energy suppliers and third-party services without leaseholder's say on it or what we believe to be reasonable levels.
- This is concerning as NHG isn't managing our building block properly. They do not answer our requests and don't do the repairs they're supposed to. This is particularly concerning when their lack of response is related to fire safety issues.
- The dispensation will not only prevent leaseholders from commenting on prices and third-party charges for communal areas but also on the HIU which is in our building block.
- Increased potential for corporate monopolistic gains (exhibited by NHG or energy companies or any third-party affiliates) .
- Potential unreasonable charges that are not scrutinised.
- NHG lacks transparency with the accounts of our property block. To date, NHG has not yet released audited accounts in relation to service charges for 2019/20 or 2020/21 financial year. This doesn't give me the confidence that they will not unfairly profit from the energy contract.

Best regards,

[REDACTED]

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 04 November 2021 16:01
To: [REDACTED]
Cc: Neil.lawlor@devonshires.co.uk; London.RAP@justice.gov.uk
Subject: RE: LON/00AU/LDC/2021/0209 and NML/NHH1/3004

Hi [REDACTED]

Leaseholders have a general protection from unfair service charges and a right to apply to Tribunal if they feel that service charges are unreasonable which would not be affected by this dispensation. When the FTT makes a determination that it is reasonable to grant dispensation it withholds judgement on whether or not a service charge is unreasonable if those costs have not yet been incurred. Once costs had been incurred for this or any other service charge item, you would be able to challenge them. Your statutory rights to do so are set out on the summary of tenants rights and obligations ([Summaries of rights and obligations - Service Charges - England - The Leasehold Advisory Service \(lease-advice.org\)](#)).

The benefit to residents of our achieving dispensation is that with the flexibility to agree a contract to replace that which is already in place – i.e. for existing services – of varying lengths including one which would be considered a QLTA means we can access the market at a convenient time to obtain best value in the long term. Of course, we would only do this if the professional opinion of our broker recommended that that was the best strategy, if it was not then we would not choose to do so. However, without dispensation our options are limited and residents might needlessly end up paying more.

If we could consult on these agreements then we would do, it is just that prices are not open long enough in the market for us to consult as competitive quotes are only valid for a number of hours whilst a compliant consultation must last a minimum of 30 days. It is for this reason, like many other landlords, that we seek dispensation in these circumstances. In any case, the choice is not one between a QLTA for which no consultation would be delivered once dispensation is granted and a non-QLTA where residents would be consulted. This is because for a contract for services such as energy, consultation is only required for an agreement if it is for a term of more than 12 months. If we are not successful in obtaining dispensation our strategy would be adjusted so that we did not procure a 12 month plus contract and so residents would not receive any further consultation. We might even choose to take that portion of our portfolio for which consultation/dispensation was required out of our general tender so that we could achieve best value with the remainder – this might prevent those residents benefitting from the same economy of scale.

Could you please have a read of this and if you would be willing to discuss this further, perhaps we could have a call to discuss the objection? I would be happy to meet with you separately or with other objecting residents from Manor Place collectively.

Kind Regards,

Ashley Hassell
Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroup.org.uk



From: [REDACTED]
Sent: 04 November 2021 14:21
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Cc: Neil.lawlor@devonshires.co.uk; London.RAP@justice.gov.uk
Subject: Re: LON/00AU/LDC/2021/0209 and NML/NHH1/3004

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Ashley,

Thank you for your email. Please see my answers in red below.
I stand by my objection and want the tribunal to evaluate my concern.

Best regards,
[REDACTED]

On Thu, 4 Nov 2021 at 10:52, HomeOwnershipUtilityDispensation
<HomeOwnershipUtilityDispensation@nhg.org.uk> wrote:

Hi [REDACTED]

I write further to your email below and letter attached. Here is a response to each of your comments concerning our application for dispensation.

Should the dispensation be approved, leaseholders won't be protected from (a) paying for inappropriate works/services, or (b) paying more than would be appropriate.

If dispensation is granted residents would receive the same protection from unfair or unreasonable service charge costs as exists for any other contract as dispensation does not diminish or curtail these. We only seek dispensation from the consultation regulations for the proposed agreements because it is not possible to consult in the circumstances for the reasons set out in our correspondence and application, i.e. that quotations are not open in the market long enough to do so.

Considering the lack of transparency and professionalism of NHG I do not believe that leaseholders will be protected from unfair service charges.

Quotations are open and consultation can be done. However given the poor efficiency of NHG's processes it is entirely possible that NHG can't consult in time. This is not an issue with the market, but merely with NHG.

NHG had not been fully transparent to leaseholders nor to the court tribunal about the HIU energy supplier.

No details of the HIU have been provided to the Tribunal because though the HIU in your property is the interlink between the communal and domestic supply of heating and hot water for your property this is not a universal feature. The intended contracts would be for the provision of energy and utilities across our portfolio and not just at Manor Place.

The proposed energy supply agreements would deliver energy through the HIU to your property but the provision or maintenance of the HIUs is a separate matter as those services are delivered under another contract which is not the subject of this application.

The dispensation will grant NHG ability to form long-term agreement with energy suppliers and third-party services without leaseholder's say on it or what we believe to be reasonable levels.

This dispensation application concerns only the ability to enter into future energy supply agreements for which we cannot realistically consult. We are seeking dispensation to enter into energy supply agreements like many landlords do routinely in such circumstances in order to enter into long term agreements if professional opinion dictates that that is the best option to minimise costs or associated costs for residents.

Please can you provide the professional opinion you mention in here?

This is particularly important in the current climate of energy price hikes and it is our concern that without the ability to negotiate agreements of varying lengths depending on market conditions costs might actually be higher for residents and NHG than would otherwise be the case.

NHG might also lock itself into a long term agreement at a high cost, while market prices go back down, which would be detrimental economically.

As such if dispensation is not granted, to protect the position of other residents and the business it might be necessary to tender the leasehold portfolio separately on a short term agreement which might limit any economy of scale.

This is concerning as NHG isn't managing our building block properly. They do not answer our requests and don't do the repairs they're supposed to. This is particularly concerning when their lack of response is related to fire safety issues.

This application concerns the future provision of energy supply agreements and so these other concerns are not directly relevant though they might inform your opinion of NHG.

Indeed it does inform my opinion and decision on this matter.

The dispensation will not only prevent leaseholders from commenting on prices and third-party charges for communal areas but also on the HIU which is in our building block.

Unfortunately it is not possible in the circumstances for residents to be consulted on the procurement of energy supply agreements because quotations are not open in the market long enough to do so.

How long are the quotations open for?

This is why it is common practice for landlords to seek dispensation from the consultation requirements in order to obtain best value. As stated above, the HIU is not concerned by this application.

Increased potential for corporate monopolistic gains (exhibited by NHG or energy companies or any third-party affiliates) .

It is not our intention to seek dispensation for our own gain. Instead it is our intention to seek dispensation in order to enter into long term agreements for energy supply if and when professional opinion dictates that that is the best option to minimise costs or associated costs for residents.

Potential unreasonable charges that are not scrutinised.

As residents would receive the same protection from unfair or unreasonable service charge costs as exists for any other contract if dispensation was granted residents would still have the same right to scrutinise and challenge costs as they do for any other contract or service.

NHG lacks transparency with the accounts of our property block. To date, NHG has not yet released audited accounts in relation to service charges for 2019/20 or 2020/21 financial year. This doesn't give me the confidence that they will not unfairly profit from the energy contract.

We apologise for the delay in releasing these accounts but have kept residents informed of progress in preparing these. These accounts are both being finalised to be published shortly.

Your apology doesn't make it acceptable. By not providing audited accounts NHG is in breach of its duty and again shows the lack of transparency.

Please can I ask that you consider each of these and let us know if you are content to set aside your objection regarding the dispensation application or otherwise narrow your objections so that we might consider these?

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroup.org.uk



From: [REDACTED]
Sent: 24 October 2021 22:03
To: London.RAP@justice.gov.uk
Cc: Neil.lawlor@devonshires.co.uk; HomeOwnershipUtilityDispensation
<HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: LON/00AU/LDC/2021/0209 and NML/NHH1/3004

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

To: The First-tier Tribunal Property Chamber (Residential Property)

Copy to: Neil Lawlor from Devonshires Solicitors LLP and Notting Hill Genesis

Dear Sirs/Madams,

Case reference: LON/00AU/LDC/2021/0209

Please find attached the reply form as well as a letter explaining why I'm opposing the dispensation.

Best regards,

[REDACTED]

--

[REDACTED]

[REDACTED]

Notting Hill Genesis Email Disclaimer

This message (including any attachments) may contain confidential information and is intended only for the individual(s) named. Distribution, use or reproduction without the sender's prior consent is strictly prohibited. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of Notting Hill Genesis. If you have received this email in error please notify the sender immediately and permanently delete it.

Notting Hill Genesis and its associated companies are registered in England and have their Registered Office at Bruce Kenrick House, 2 Killick Street, London N1 9FL.

Although we have taken precautions to ensure that this email and attachments are free from any virus, we accept no responsibility for viruses that we may have unintentionally transmitted to you within this email and you should check for viruses before opening any attachment.

The electronic communications disclaimer and further information can be found on our website www.nhg.org.uk/legal.

--

[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 25 October 2021 01:42
To: London.RAP@justice.gov.uk; svcfeedback@nhg.org.uk; Neil Lawlor
Cc: AZ
Subject: Case Ref: LON/00AU/LDC/2021/0209 - Objection to NHG Application to seek dispensation under Section 20ZA of the Landlord and Tenant Act 1985
Attachments: LON_00AU_LDC_2021_0209_Objection_to_NHG_Application_251021.pdf; Objection_statement_regarding_NHG_dispensation_under_section_20ZA_251021.pdf; Section_20ZA_Dispensation_141021.pdf

Dear Sirs,

Please find attached Objection to NHG Application to seek dispensation under Section 20ZA of the Landlord and Tenant Act 1985, together with a Statement in response to the application and NHG Directions dated 14 October 2021.

Yours sincerely,

[REDACTED]



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

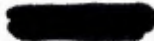

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/N1111/3004)
or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:	25/10/21
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	62 LULWORTH HOUSE DORSET ROAD
Your correspondence address (if different):	[Redacted]
Telephone:	[Redacted]
Email:	[Redacted]

25 October 2021


62 Lulworth House
SW8 1DR


NHG
svcfeedback@nhg.org.uk

cc
london.RAP@justice.gov.uk
neil.lawlor@devonshires.co.uk

REF: Statement in response to NHG application to seek dispensation under Section 20ZA


Dear Sirs,

This is a Statement in response to NHG application to seek dispensation under Section 20ZA of the Landlord and Tenant Act 1985, as per NHG directions, dated 14 October 2021.

I wish to oppose NHG application for the two following reasons:-

- 1) It is unclear what is the property address "Flat 30 Melcombe House Dorset Road" stated in the document received - attached;
- 2) It is understood that there is no communal gas supply and therefore it is unclear why NHG seeks dispensation for its supply.

Yours sincerely,






www.nhg.org.uk

022948

FLAT 62 LULWORTH HOUSE, DORSET ROAD LAMB
LONDON
SW8 1DR

14 October 2021

Dear [REDACTED]

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

Property Address: FLAT 30 MELCOMBE HOUSE DORSET ROAD

Notting Hill Genesis (NHG) proposes to enter into a new agreement with an energy broker and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within Notting Hill Genesis.

NHG has made an application to seek dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all the consultation requirements imposed on the landlord by section 20 of the 1985 Act.

A copy of the application, statement of case, supporting documents and a copy of the directions are available on our website: www.nhg.org.uk/utility-dispensation/, if you have any questions in relation to this application please submit by **29th October 2021**.

If you wish to receive a printed copy of the application and these directions please send a written request to Samuel Aboagye-Berchie, Notting Hill Genesis, Bruce Kenrick House, 2 Killick Street, N1 9FL and the documents will be mailed to you.

As the application progresses additional documents will be added to our website, including the final decision of the tribunal that will be uploaded on or after **29th October 2021**.

If you wish to oppose this application this must be done by **29th October 2021**.

Notting Hill Genesis
Bruce Kenrick House
2 Killick St, London, N1 9FL
Phone: 020 3815 0000
Email: info@nhg.org.uk

Online, anytime Activate MyAccount now. www.nhg.org.uk

Check your statements, raise and track repairs, pay your rent, give feedback and make requests

Notting Hill Genesis is a charity incorporated as a community benefit society, under the Co-operative and Community Benefit Societies Act 2014 (2014) and is registered with the regulator of social housing as a social housing provider. Registered office: Bruce Kenrick House, 2 Killick Street, London, N1 9FL.

15:51:08:48:02:28:08: 10:30:00: 1: 117:40

- Complete the attached reply form and send it by email to the tribunal; and
- Send NHG, by email: svcfeedback@nhg.org.uk or by post, a statement in response to the application with a copy of the reply form. You should send with your statement copies of any documents that support your application.

NHG will by the **22nd November 2021**:

- 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 NHG require, including the application form, these and any subsequent directions, copies of any replies from leaseholders/tenants and any relevant correspondence with the tribunal;
- Upload a copy of the bundle to our website;
- Write to you, by email and/or post, providing you with a link to the uploaded bundle or, if you request one, a paper copy of the bundle;
- Also send an email to the tribunal at London.Rap@justice.gov.uk with a similar link to the uploaded bundle, that can be downloaded by the tribunal.

The tribunal will determine this application during the seven days commencing **6th December 2021** based on written representations.

Yours sincerely

S Aboagye-Berchie

Samuel Aboagye-Berchie
Service Charge Officer – S20 | Business Improvement Directorate

email: svcfeedback@nhg.org.uk
 Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, N1 9FL

Attached: Reply Form for Leaseholders/Tenants (*to complete*)

NOTES

- Whenever you send a letter or email to the tribunal you must also send a copy to the other parties (or, in the case of the applicant, post a copy on their website) and note this on the letter or email.
- 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.
- 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”).
- 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.

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 25 October 2021 10:01
To: Neil Lawlor
Subject: Case Reference LON/ooAU/LDC/2021/0209

Dear Mr. Lawlor

I hereby object any application. I have never been properly consulted about any applications that might affect my tenancy.
The behaviour of my landlord seI wish to attend any oral hearings

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 25 October 2021 10:15
To: Neil Lawlor
Cc: London.RAP@justice.gov.uk
Subject: Fwd: Case References LON/ooAU/LDC/2021/0209 & NML/NHH1/3004

Sent: Monday, 25 Oct, 21 At 10:01
Subject: Case Reference LON/ooAU/LDC/2021/0209

[REDACTED]
22A Hilltop Rd
London NW6 2PY

Dear Mr. Lawlor

I hereby object to the above and any other application that might affect me or my tenancy.
I have never been properly informed and/or consulted about any applications that could affect my tenancy.

The behaviour of my landlord seems very strange and underhand.

1. I do always wish to attend oral hearings related to my tenancy.
2. Please also note that I have complained several times in writing to Genesis about proposed "service charges". I have never received any proper response to any of these complaints.

[REDACTED]
25.Oct 2021

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 28 October 2021 13:16
To: Neil Lawlor
Subject: Fwd: Case References LON/ooAU/LDC/2021/0209 & NML/NHH1/3004
Attachments: R0067032.JPG; R0067033.JPG

Dear Mr Lawlor,

Please find attached completed reply forms from Flat A and Flat B

Regards [REDACTED]

----- Original Message -----

From: [REDACTED]
To: Neil.lawlor@devonshires.co.uk
Cc: London.RAP@justice.gov.uk
Sent: Monday, 25 Oct, 21 At 10:15
Subject: Fwd: Case References LON/ooAU/LDC/2021/0209 & NML/NHH1/3004

Sent: Monday, 25 Oct, 21 At 10:01
Subject: Case Reference LON/ooAU/LDC/2021/0209

[REDACTED]
22A Hilltop Rd
London NW6 2PY

Dear Mr. Lawlor

I hereby object to the above and any other application that might affect me or my tenancy.
I have never been properly informed and/or consulted about any applications that could affect my tenancy.

The behaviour of my landlord seems very strange and underhand.

1. I do always wish to attend oral hearings related to my tenancy.
2. Please also note that I have complained several times in writing to Genesis about proposed "service charges". I have never received any proper response to any of these complaints.

[REDACTED]
25.Oct 2021

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

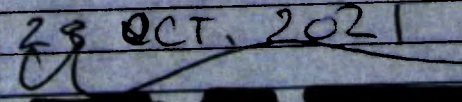
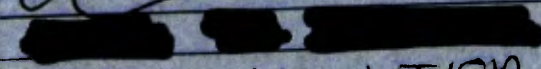
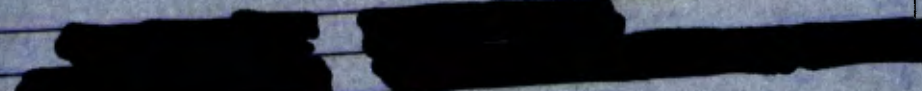
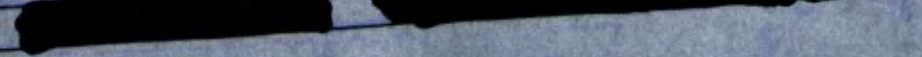
If you do object please complete and return this form to:

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	28 OCT. 2021
Signature:	
Print Name:	
Address of affected property:	22A HILLTOP RD LONDON NW6 2PY
Your correspondence address (if different):	
Telephone:	
Email:	



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	27/10/21
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	22 B HILLTOP ROAD. LONDON NW6 2PY.
Your correspondence address (if different):	S/A.
Telephone:	[Redacted]
Email:	[Redacted]

30018650/02000 / 7475

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 25 October 2021 16:39
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor
Subject: Flat 16 Mulberry Court Elgar Avenue NW10 8PH
Attachments: BBB21E70-B448-449E-8F9E-955753408DEE.pdf

Dear Team

Please find attached documents in terms of objection of application.
Thank you for your your time. I look forward to hearing from you soon.

Kind regards

[REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

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And send a copy to the landlord's representative, Neil Lawlor from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	25/10/2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	FLAT 16 MUNBERRY COURT, ELGAR AVENUE NW10 8PH
Your correspondence address (if different):	A/A
Telephone:	[Redacted]
Email:	[Redacted]

1E3430564500019802020001 791

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 05 November 2021 08:08
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor
Subject: Flat 16 Mulberry Court Elgar Avenue NW10 8PH

Dear Sir/Madam

Good morning. This is to inform that I would withdraw my objection form which I have emailed you at 16.29 on 10-10-2021 in terms of objects against choosing a contractor for long term estate services.

The reason I withdraw this is that I am not be able to concentrate anything in regards to my deep stress level and I am extremely depress and frustrate in order to the unreasonable way of service by my landlord (Nottinghill Genesis Housing Association) towards me and my son.

Currently, my son suffer from critical serious health condition due to mould toxicity (he is asthmatic and had tiny eczema) which was caused by the drainage tank overflow and water leaks from upstairs properties. We are on the ground floor and it was affected very badly because this drainage tank (which all the properties dirty water collection) is lactated underneath my son's bed room. The plumber came and sucked contaminated water from outside throughout his vehicles. But NHG neglect their liability saying that as a leaseholder it is my responsibility to clean the outside drainage tank which were using by all my neighbours in this block.

Not only that but also they do not credit the surplus amount to my leasehold account though I have requested them many times.

Therefore I would happy to be withdrawn my objection as I am not in a position to appear the court or response.

Please accept my apology for any inconvenience caused.

Thank you for your time and consideration.

Kind regards
[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 25 October 2021 17:57
To: Neil Lawlor
Subject: Fw: No to Notting hill genesis energy broker
Attachments: 4965E4B0-E9E8-4999-A8C3-3D88BF421AB7.pdf

From: [REDACTED]
Sent: 25 October 2021 16:20
To: Neil.lawlor@devonshire.co.uk <Neil.lawlor@devonshire.co.uk>
Subject: No to Notting hill genesis energy broker

[REDACTED] wants to be able to choose who he has as his energy supplier. He is dead so text only



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do wish to attend an oral hearing?	<input type="checkbox"/>	<input checked="" type="checkbox"/> Deaf
Name address of any spokesperson or representative appointed for the leaseholder:	N/A	

Please also complete the details below:

Date:	25/10/21
Signature:	[Redacted]
Address:	16 C NICOLL ROAD NW10 9AB
Comments:	[Redacted] (TEXT ONLY!)

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 03 November 2021 11:36
To: [REDACTED]
Cc: Neil Lawlor
Subject: RE: No to Notting hill genesis energy broker

Hi,

Where our residents are able to procure their own services, they will continue to be able to do so.

However, where it is our responsibility as a landlord to procure and manage these services, i.e. for communal areas and only in some cases domestic, then the energy supply agreements for which we have sought dispensation will be required.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 25 October 2021 17:57
To: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>
Subject: Fw: No to Notting hill genesis energy broker

From: [REDACTED]
Sent: 25 October 2021 16:20
To: Neil.lawlor@devonshire.co.uk <Neil.lawlor@devonshire.co.uk>
Subject: No to Notting hill genesis energy broker

Vincent wants to be able to choose who he has as his energy supplier. He is dead so text only

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 25 October 2021 17:27
To: london.rap@justice.gov.uk; svcfeedback@nhg.org.uk; Neil Lawlor
Cc: [REDACTED]
Subject: LON/00AU/LDC/2021/0209 - NOTTING HILL GENESIS

Dear Samuel Aboagye-Berchie

Re: your letter, 14 October, regarding Directions Under Section 20ZA of the Landlord Tenant Act.

That letter contains confusing points.

1 - It state it refers to Property Address: flat 58, Charmouth House, Dorset Road. ??

2 - It also states that NHG 'proposes to enter into a new agreement with an energy broker...to supply gas and/or electricity to communal areas across all properties within NHG.'

Which is it?

You do not enclose further details.

If you are entering an agreement with a new supplier across all properties what provisions do you have in place to safeguard against suppliers (as has been happening) going bust?

Further information would be appreciated to be able to make a considered response.

Kind regards

[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 26 October 2021 01:31
To: London.RAP@justice.gov.uk; Neil Lawlor
Cc: svcfeedback@nhg.org.uk; [REDACTED]
Subject: Ref: NML/NHH1/3004)

Case Reference: LON/ooAU/LDC/2021/0209

May We object to the application for the following reasons:

1• Our tenancy agreement does not mention this obligation or proposal that we have to “enter in to a new agreement with a nominated company by NHG in order to get gas/electricity supply to communal areas” in particular to be provided with their services inside our flats which should be our **freedom of choice in selecting our suppliers.**

2• we residents have not been consulted regarding these plans by NHG neither we were **notified in advance.**

Please find attached the completed form below.

Kind regards



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

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

Please also complete the details below:

Date:	25-10-2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	19 ENDEAVOUR HSE, 47 CUBA ST, E14 5GZ
Your correspondence address (if different):	[Redacted]
Telephone:	[Redacted]
Email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 26 October 2021 12:34
To: Neil Lawlor
Subject: NHG utility supplier letter

Dear Mr Lawlor,

I am a tenant of Notting Hill Genesis. I have received the attached letter from my landlord Notting Hill Genesis, dated 14 October but received yesterday.

NHG is responsible for the payment of gas and electricity bills in my flat as it is a decant. These are currently outstanding according to the suppliers.

I do not understand NHG's letter nor its significance to me. Can you explain?

Thank you for your help.

Yours sincerely

[REDACTED]

Attached 1 of 3.



www.nhg.org.uk

005017
[REDACTED]

Flat B
4 Westbourne Crescent
London
W2 3DB

14 October 2021

Dear [REDACTED]

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

Property Address: FLAT B, 4 WESTBOURNE CRESCENT, LONDON, W2 3DB

Notting Hill Genesis (NHG) proposes to enter into a new agreement with an energy broker and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within Notting Hill Genesis.

NHG has made an application to seek dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all the consultation requirements imposed on the landlord by section 20 of the 1985 Act.

A copy of the application, statement of case, supporting documents and a copy of the directions are available on our website: www.nhg.org.uk/utility-dispensation/, if you have any questions in relation to this application please submit by **29th October 2021**.

If you wish to receive a printed copy of the application and these directions please send a written request to Samuel Aboagye-Berchie, Notting Hill Genesis, Bruce Kenrick House, 2 Killick Street, N1 9FL and the documents will be mailed to you.

As the application progresses additional documents will be added to our website, including the final decision of the tribunal that will be uploaded on or after **29th October 2021**.

If you wish to oppose this application this must be done by **29th October 2021**.

Notting Hill Genesis
Bruce Kenrick House
2 Killick St, London, N1 9FL
Phone 020 3815 0000
Email info@nhg.org.uk

Online, anytime Activate MyAccount now. www.nhg.org.uk

Check your statements, raise and track repairs, pay your rent, give feedback and make requests

- Complete the attached reply form and send it by email to the tribunal; and
- Send NHG, by email: svcfeedback@nhg.org.uk or by post, a statement in response to the application with a copy of the reply form. You should send with your statement copies of any documents that support your application.

NHG will by the **22nd November 2021**:

- 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 NHG require, including the application form, these and any subsequent directions, copies of any replies from leaseholders/tenants and any relevant correspondence with the tribunal;
- Upload a copy of the bundle to our website;
- Write to you, by email and/or post, providing you with a link to the uploaded bundle or, if you request one, a paper copy of the bundle;
- Also send an email to the tribunal at London.Rap@justice.gov.uk with a similar link to the uploaded bundle, that can be downloaded by the tribunal.

The tribunal will determine this application during the seven days commencing **6th December 2021** based on written representations.

Yours sincerely

S Aboagye-Berchie

Samuel Aboagye-Berchie
Service Charge Officer – S20 | Business Improvement Directorate

email: svcfeedback@nhg.org.uk
Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, N1 9FL

Attached: Reply Form for Leaseholders/Tenants (*to complete*)

NOTES

- Whenever you send a letter or email to the tribunal you must also send a copy to the other parties (or, in the case of the applicant, post a copy on their website) and note this on the letter or email.
- 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.
- 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”).
- 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.

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, Neil Lawlor from
Devonshires Solicitors LLP
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	

Annie Bletsoe-Brown

From: The Exchange TRA [REDACTED]
Sent: 26 October 2021 13:36
To: London RAP
Cc: Neil Lawlor
Subject: Non Compliance with Directions LON/00AU/LDC/2021/0209
Attachments: LON 00AU LDC 2021 0209 Directions non compliance letter.docx

Dear Sirs

Please find attached a letter regarding LON/00AU/LDC/2021/0209.

The matter concerns a response required by 29th October, so we would appreciate an urgent reply.

Best wishes

[REDACTED] (secretary)

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

**Various residential leasehold properties belonging to Notting
Hill Genesis subject to gas and electricity supplies**

AND

Notting Hill Genesis

**Type of application : To dispense with the requirement to
consult leaseholders about a long-term agreement for the
supply of electricity to communal areas**

**LETTER FROM THE EXCHANGE TRA (A Notting Hill Home Ownership
Site) further to Directions issued 11th October 2021**

We write to advise it appears there has been a non compliance with the directions issued by the Tribunal on 11th October 2021.

While apparently our development is a Notting Hill Home Ownership site, rather than Notting Hill Genesis, we understand these directions apply to us as individual residents recently received a letter by post dated 18th October informing of the above application.

Specifically, Direction 1 has not been followed; the landlord has not written to the recognised Tenants and Residents Association of The Exchange.

Further, the landlord has not made available the statement of case and supporting documents, either on their website, or by any other method.

We request that the Directions are complied with ie the missing documents are made available to residents.

We also request the date for resident reply (currently stated as 29th October 2021 per Direction 2) to be extended accordingly, to allow residents the time to review the statement of case and supporting documents before opposing comments must be submitted.



Utility dispensation

[Home](#)

We have submitted an application to the First Tier Tribunal (FTT) seeking permission to dispense with the consultation regulations for the agreement of energy supply agreements.

Having submitted this application, the FTT has issued directions which require us to provide a number of documents related to our application which are available here

These documents are:

- A [copy of our application](#) (with personal details deleted)
- A copy of our statement of case and supporting documents
 - [LS1 is our signed witness statement](#) and is provided
 - LS2 is a list of residents affected. This is not provided as it contains residents' personal information
- A copy of the [FTT directions](#) received and the [cover letter](#)
- A copy of our [previous correspondence on this matter](#)

As the application progresses, additional documents will be added to this website, including the final decision of the tribunal which is likely to be uploaded on or after 29th October 2021



Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
<HomeOwnershipUtilityDispensation@nhg.org.uk>
Sent: 24 December 2021 11:37
To: The Exchange TRA
Cc: Neil Lawlor; Annie Bletsoe-Brown; London RAP
Subject: RE: Comments LON/00AU/LDC/2021/0209

Hi [REDACTED]

Please find below answers to your questions. Because we had asked the FTT for directions to extend the period for correspondence we have not responded until now but this correspondence will all be included in our bundle sent to FTT for consideration of our application.

It is not clear if the structure proposed allows any commission payments or contains any sleeved payments to the supplier that will be ultimately passed through to the tenants under the arrangements being sought (either commissions for NHHO, or for brokers, intermediaries or others). If allowed, if there is any limit / consultation on the commissions, how we can check these.

This question concerns the Inenco brokerage contract which as explained in our correspondence is a contract that has already been agreed and which was not the subject of consultation as it was not a QLTA for which consultation is required.

This dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult, and not the Inenco contract any fees incurred under which would be recoverable where leases allow NHG to recover the cost of contractors advice or services for the provision of services or landlord obligations.

It is not clear how residents will be able to check the charges retrospectively, under this arrangement, when accounts are finalised, to ascertain reasonableness.

The cost of any future utility supply agreement will be demonstrated in the service charge accounts as occurs at present. Invoices for these services will continue to be available to residents upon request once accounts have been published.

It is not clear if the proposals in question would impact the service charge bills and / or the Switch 2 costs as these are linked to the gas supply of the plant room, or if it is just for communal electricity.

The correspondence explains that the dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult. These are contracts for utilities for communal lighting, heating and domestic too where heat is supplied communally but are separate to contracts in place for other services such as energy billing.

NH say they have answered residents questions, but we do not feel concerns have not been alleviated and communication has not been felt to be effective.

We have answered all questions received to the best of our ability and will include all correspondence related to our dispensation application with residents to the FTT for consideration.

For freeholders, it was not clear if they had included freeholders in the consultation, as insufficient information was available in the documents provided to ascertain this. So impossible to tell if the total number of homes they'd asked the dispensation to cover did or did not include freeholders. They had sent all the freeholders the

same leaseholder s20 letters (without cover note to explain situation). NH since confirmed to a freeholder that they sent all freeholders the same letters as leaseholders as a courtesy, however the consultation does not apply to freeholders due to the law concerned.

We suggest that to inform freeholders of our dispensation, in advance of the requirements for law could not be considered a fault and as you have said, we have explained why freeholders have been included where they have sought to ask. Given that freeholders at Grange Walk would have to pay towards costs of communal lighting and for their communal energy supply including the freeholders seems fair.

Merry Christmas.

Ashley Hassell

Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: The Exchange TRA <[REDACTED]>
Sent: 29 October 2021 12:04
To: Ashley Hassell <Ashley.Hassell@nhg.org.uk>
Cc: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>; Annie Bletsoe-Brown <Annie.Bletsoe-Brown@devonshires.co.uk>; London RAP <London.Rap@justice.gov.uk>; HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: Comments LON/00AU/LDC/2021/0209

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear All

Further to below email, for which no response has been recorded, I understand the deadline has not been extended, as nothing has been received to confirm this.

While we wouldn't necessarily oppose the proposal for Utility Broker and Energy Supply Agreements, there are some questions raised we would have welcomed the opportunity to address and evaluate our response to before the consultation ended. These are summarised below and are not exhaustive (we have not had time to consult and discuss as a group).

Comments:

- It is not clear if the structure proposed allows any commission payments under the arrangements being sought (either commissions for NHHO, or for brokers, intermediaries or others). If allowed, if there is any limit / consultation on the commissions, how we can check these.
- It is not clear how residents will be able to check the charges retrospectively, under this arrangement, when accounts are finalised, to ascertain reasonableness.

- It is not clear if the proposals in question would impact the service charge bills *and* the Switch 2 district heat direct billed costs as these are linked to the gas supply of the plant room, or if it is just for communal electricity.

- NH say they have answered residents questions, but we do not feel concerns have not been alleviated and communication has not been felt to be effective.

- For freeholders, it was not initially clear NHHO had included freeholders in the dispensation application, as insufficient information was available in the documents provided to ascertain this. So impossible to tell if the total number of homes NHHO had asked the dispensation to cover did or did not include freeholders. NHHO had sent all the freeholders the same leaseholder s20 letters (without cover note to explain situation). NHHO since confirmed to a freeholder that they sent all freeholders the same letters as leaseholders as a courtesy, however the consultation does not apply to freeholders due to the law concerned.

Best wishes

[REDACTED]

On Thu, Oct 28, 2021 at 2:33 PM The Exchange TRA <[REDACTED]> wrote:

Dear All

I am afraid our letter of 26th October still stands as it appears the directions were not complied with.

You have sent the s20 letter to all residents of the Exchange, but have not made available sufficient information in the statement of case / supporting documents to allow us to determine which of our residents this matter applies to. We need that to consider comments. It is not covered in the witness statement you attached.

With regards the letter to the TRA, it has not been received, likely because there are so many errors in the address the royal mail has been unable to deliver it.

To briefly summarise the mistakes, assuming you intended to send to the TRA secretary, there are errors in the name and position; the building number and street are missing, as is the city. The post code is totally wrong and refers to a different postal district entirely.

It's reasonable to expect NHHO to have the correct address details on file, given it is both property developer and freeholder, as well as managing agent.

Best wishes

[REDACTED] (secretary)

On Tue, Oct 26, 2021 at 3:20 PM Ashley Hassell <Ashley.Hassell@nhg.org.uk> wrote:

Hi,

I write in response to you letter attached. Thank you for bringing these matters to our attention.

A letter was indeed sent to the TRA first class dated 18 October 2021 – please see attached a copy. I know that to be the case as this was prepared and sent by me personally.

In regard to your other reported concerns, all those documents are all available on our website as detailed in the letter and have been available there since the letters were issued. This is the web address: [Utility dispensation | Notting Hill Genesis \(nhg.org.uk\)](https://www.nhg.org.uk/utility-dispensation). Here in particular is out witness statement/statement of case, though the link itself is available on the page above: [signed-witness-statement.pdf \(nhg.org.uk\)](https://www.nhg.org.uk/signed-witness-statement.pdf).

I trust that this has addressed your concerns and would be grateful if you could confirm the same to the Tribunal.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Home Ownership

phone: 020 3815 1320 | email: ashley.hassell@nhg.org.uk

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: The Exchange TRA <[REDACTED]>
Sent: 26 October 2021 13:36
To: London RAP <London.Rap@justice.gov.uk>
Cc: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>
Subject: Non Compliance with Directions LON/00AU/LDC/2021/0209

Dear Sirs

Please find attached a letter regarding LON/00AU/LDC/2021/0209.

The matter concerns a response required by 29th October, so we would appreciate an urgent reply.

Best wishes

 (secretary)

Notting Hill Genesis Email Disclaimer

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Notting Hill Genesis and its associated companies are registered in England and have their Registered Office at Bruce Kenrick House, 2 Killick Street, London N1 9FL.

Although we have taken precautions to ensure that this email and attachments are free from any virus, we accept no responsibility for viruses that we may have unintentionally transmitted to you within this email and you should check for viruses before opening any attachment.

The electronic communications disclaimer and further information can be found on our website www.nhg.org.uk/legal.



www.nhggroup.org.uk

The Exchange RTA
C/O [REDACTED] (chair)
27 Ockham Building
SE1 3GJ

18 October 2021

Dear The Exchange RTA,

Utility Broker and Energy Supply Agreements

We previously wrote to you to provide you with details of a utility brokerage contract that we had entered into and of future energy supply agreements which we intend to procure. These contracts are successors to our current contracts for communal energy supplies, which you contribute towards as part of your service charge.

New utility broker and energy supply agreements

Our previous letter informed you that we had procured a new single utility broker agreement for the whole of Notting Hill Genesis (NHG) with a company named Inenco. This broker will assist us in procuring utility contracts by using established trading practices to scan a wide variety of suppliers in the market and achieve the best value for NHG and its residents.

With that brokerage agreement in place, we now wish to use the brokerage service to procure long-term agreements for energy to achieve the best value which reflects our large property portfolio.

Notting Hill Home Ownership
Bruce Kenrick House
2 Killick St, London, N1 9FL

Phone 020 3815 0000
Fax 020 3815 0005
Email info@nhhg.org.uk

Notting Hill Genesis is a trading name of Notting Hill Home Ownership Limited: a registered society under the Co-operative and Community Benefit Societies Act 2014 (23066R), and is registered with the regulator of social housing as a social housing provider (SL3119). Registered office: Bruce Kenrick House, 2 Killick Street, London, N1 9FL. It is part of the Notting Hill Genesis Group.

Consultation on these new agreements

As a landlord we are required to consult certain customers prior to entering into contracts of a certain length or under which residents would be expected to contribute a certain amount as a service charge. Such agreements are known as a Qualifying Long Term Agreement (QLTA) and the consultation requirement is set out in Section 20 of the Landlord and Tenant Act 1985.

The utility broker agreement already agreed is not considered a QLTA because, despite the length of the contract, the cost of the services is not of a value that would require consultation. But any energy supply agreement would be considered a QLTA if the term of that agreement exceeded 12 months.

However, because energy is a commodity traded on the wholesale market with prices changing minute by minute, competitive quotations for energy are only held open for a matter of hours. This prevents any landlord from providing estimates to residents for a consultation because those estimates are not valid for the length of time required to meaningfully consult.

Seeking dispensation

Because we are unable to consult for the proposed energy supply agreements, and because not doing so will in fact be of benefit to residents, we applied to the First Tier Tribunal (FTT) for permission to dispense with the consultation requirements for these agreements.

Having submitted our application, the FTT has issued directions for us to fulfil, and the purpose of this letter is to do that. Therefore, please be aware that the following documents related to our application are available for you to view if you wish on our website:

- copy of our application (with personal details deleted)
- a copy of our statement of case and supporting documents
- a copy of the FTT directions received

These can be accessed here: www.nhg.org.uk/utilitydispensation. However, if you wish to receive a printed copy of our application and the directions then please let us know.

As this application progresses with the FTT, additional documents will be added to this website, including the final decision of the tribunal which is likely to be uploaded on or after 29th October 2021. This is because it is after that date that we have been informed by the FTT that they will reach their decision on our application.

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 26 October 2021 13:38
To: Neil Lawlor; lonond.rap@justice.gov.uk; svcfeedback@nhg.org.uk
Subject: Objection to broker procurement

Dear S Aboagye Berchie
Service charge officer

Re your letter: Directions on an application under section 20ZA of the landlord and tenant act 1985; **Case reference** LON/ooAU/LDC/2021/0209

We would like to object to this application on the following grounds:-

NHG want to use an energy broker to procure supply agreements to supply gas and/or electricity to communal areas across all properties within NHG.

- We object because we believe that this is all about NHG profit margins. It seems obvious to me that NHG are only about profit margins. We are sure that the new suppliers will be detrimental to all resident's pockets and beneficial to NHG. Since the merger between Genesis and Notting Hill took place nothing has favoured the residents but the service charges have increased year on year.
- Is there any guarantee that if NHG procure a cost saving deal for themselves that cost saving will be passed on to residents?
- If on the other hand there is a valid reason that NHG want to change a supplier please supply us with this valid reason.

Time residents have been given to respond to this application,

- The letter we received is dated 14th October 2021 but we received it through the post on 20th October 2021 thus giving us 10 days to respond by email or by post.
- The letter states that if we have any questions in relation to this application they must be in by 29th October and yet further on in the same letter it states that "the final decision of the tribunal will be uploaded on or after the 29th October" so we therefore believe that the decision has already been made and this process is just formality,
- We are sure the application and procurement has been in the pipeline for months so why were we not given longer to object?

Ways to respond to this application

- We notice with interest that the only reply form was for leaseholders. This is typical of the way social residents are treated with contempt.

Finally

- Please explain why the property: Flat 24 Iris Court. 103 Lanacre Avenue. Colindale London NW9 5AN is being used in this application as it bears no relevance to our address?

[REDACTED]

30 Watersreach Apartments
Goodchild Road
London N42EQ



Sent from Mail for Windows



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, Neil Lawlor from Devonshires Solicitors LLP, 30 Finsbury Circus, London EC2M 7DT (quoting ref: NML/NHH1/3004) or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	27-10-2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	Flat 5 105 High Road London N15 6DL
our correspondence address (if different):	[Redacted]
Telephone:	[Redacted]
email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 26 October 2021 20:46
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor; [REDACTED]
Subject: Ref: LON/00AU/LDC/2021/0209
Attachments: LON00AULDC20210209 [REDACTED].pdf

As instructed by Samuel Aboagye-Berchie, please find attached the objection/reply form.

We look forward to hearing from you.

Warm wishes,
[REDACTED] and [REDACTED]



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do wish to attend an oral hearing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	<div style="background-color: black; width: 100%; height: 1em; margin-bottom: 2px;"></div> FLAT 2 BRANDON COURT 32 BLAVEN PATH LONDON E16 4BP	

Please also complete the details below:

Date:	26/10/21
Signature:	<div style="background-color: black; width: 100%; height: 1em;"></div>
Print Name:	<div style="background-color: black; width: 100%; height: 1em;"></div>
Address of affected property:	FLAT 2 BRANDON COURT 32 BLAVEN PATH LONDON E16 4BP
Your correspondence address (if different):	AS ABOVE
Telephone:	<div style="background-color: black; width: 100%; height: 1em;"></div>
Email:	<div style="background-color: black; width: 100%; height: 1em;"></div>

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 23 December 2021 11:34
To: [REDACTED]
Cc: Neil Lawlor; London.RAP@justice.gov.uk; [REDACTED]
Subject: RE: LON/00AU/LDC/2021/0209

Hi [REDACTED]

These comments do not relate to the agreement for which we seek dispensation. These can be addressed to the PMO Michael if they are a continued concern though.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 11 November 2021 16:30
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Cc: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>; London.RAP@justice.gov.uk; [REDACTED]
Subject: RE: LON/00AU/LDC/2021/0209

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Ashley,

Thanks for your email.

As requested, please find below some evidence:

Attachments:

- 1) Water leak correspondence July 2016 (email below)
- 2) Rooftop, no correspondence was sent, I found out by the neighbors recently. And I still do not know what happened exactly.
- 3) Evidence of no building cleaning or maintenance for 5 months (enclosed)

I look forward to hearing from you.

Many thanks,
[REDACTED]

-----1-----

----- Original message -----

From: [REDACTED]

Date: 27/07/2016 10:11 (GMT+00:00)

To: [REDACTED]

Cc: [REDACTED]

Subject: RE: *****RE: 2 BRANDON COURT - OUTSTANDING DEFECTS***** URGENT

Hi [REDACTED]

Firstly please let me add my apologies for the inconvenience you have been enduring since the flooding occurred, and whilst it may seem that no actions have been taken I can assure you that there have been a number of high level meetings between ourselves, Genesis and a plumbing contractor resulting in the decision to carry out major works to replace the water mains, and the plan is that works will commence from 09:00 on Tuesday 2nd August.

Once these works are done we will undertake all the making good to the affected areas, and currently we have blocked off an operative for 2 weeks from 8th August to carry this out.

I am sure that someone from Genesis will be in attendance at various stages during these works as will our Senior Customer Service Manager – [REDACTED] to ensure that the work is carried out to the correct standards.

Concerning the lift the engineers did attend last week, and whilst they have advised that certain components are wet and need replacing – they have currently advised that they will re-attend Wednesday 3rd Aug once the parts are in, however they did put the lift back in temporary service at 5pm yesterday.

As per my e-mail to [REDACTED] last week there was some confusion as to which dimmer switches should be changed but our Contract Surveyor has confirmed that all should have been changed so I will chase up the electrician's RB Emmerson to contact you re this.

The balcony issue is currently being looked at by our Technical department so I will discuss this with [REDACTED] on his return from Annual Leave next Monday and get back to you, in the meantime if I can be of any further assistance please do not hesitate to contact me.

Kind regards.

[REDACTED]

Customer Service Co-Ordinator

Tel No: [REDACTED]

Subcontractors please note: On Friday 23rd July 2016 we will be changing systems and so will not be able to provide works orders for new works allocated to you.

You may however receive a reference from coordinators individual to works orders sent, to cover any costs or queries you wish to send.

Works orders will then be able to sent again as normal from Monday 25th July 2016 from our new system, Clixifix.

From: [REDACTED]
Sent: 22 July 2016 09:54
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: *****RE: 2 BRANDON COURT - OUTSTANDING DEFECTS***** URGENT

Dear [REDACTED]

I am writing to follow up on the numerous emails my flatmate [REDACTED] has sent.

It is completed unacceptable that since being reported on 22nd May, the areas affected by the flood have not been repaired effectively causing awful mould to grow on the walls. This has created an unpleasant smell and as you must be aware of poses a health threat to all the tenants.

We therefore demand immediate works to take place. A schedule of works needs to be carried out so the other leaseholders and myself can see what the housing association is doing to rectify the damage, clarifying the works as well as a period of time for an independent and impartial surveyor to be consulted to ensure the proposed works are adequate. All of the following need to take place with a matter of urgency:

- Plasterboard needs to be stripped back to the brickwork
- Carpets need to be removed
- The affected areas should be left to dry. This can be sped up by using electric dehumidifiers (not gas)

Following this, a drying out certificate needs to be issued before any repairs are carried out to verify that the affected areas are dry. Making repairs without such a confirmation may solve short term issues but the property will more than likely be affected by damp, mould, rising floors etc.

- Once dried, carpets and skirting need to be replaced and walls painted.

The works above will need to get signed off at the end to ensure the schedule of works has been adhered to and reasonable steps have been taken to ensure that the property won't be adversely affected and that the affected areas are dry.

Dampness is a risk to your health or safety and therefore a hazard under the Housing Health and Safety Rating System. If the appropriate repairs do not take place, we will consider taking further action and seeking legal advice from local authority's Environmental Health department. Should I not hear from you within the next 5 working days, we will have to proceed further.

I look forward to hearing from you.

[REDACTED]



[REDACTED]
IK Partners

From: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>

Sent: 04 November 2021 11:42

To: [REDACTED]

Cc: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>; London.RAP@justice.gov.uk

Subject: RE: LON/00AU/LDC/2021/0209

This message originated from outside your organization

Hi [REDACTED]

Is it possible that you could let us know why you object to our application so that we might try to address your concerns?

The FTT might ask you to make representation at a hearing to support your objection and so it would be useful for us to understand your reasons to object and see if we could instead try to resolve them.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 26 October 2021 20:46
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>; [REDACTED]
Subject: Ref: LON/00AU/LDC/2021/0209

As instructed by Samuel Aboagye-Berchie, please find attached the objection/reply form.

We look forward to hearing from you.

Warm wishes,
[REDACTED] and [REDACTED]



[REDACTED]
IK Partners
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

www.ikpartners.com



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Notting Hill Genesis and its associated companies are registered in England and have their Registered Office at Bruce Kenrick House, 2 Killick Street, London N1 9FL.

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Annie Bletsoe-Brown

From: [REDACTED]
Sent: 27 October 2021 08:13
To: svcfeedback@nhg.org.uk
Cc: London.Rap@justice.gov.uk; Neil Lawlor
Subject: nhg.docx [REDACTED] 18 Harkness Road
Attachments: image0.png; nhg.docx

Sent from my iPhone



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	26-10-21
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	18 Harkness Road Hemel Hempstead Herts, HP2 5GX
Your correspondence address (if different):	
Telephone:	[Redacted]
Email:	[Redacted]

To whom this may concern,

I recently received correspondence from 14th October regarding entering a new agreement with an energy broker. It was addressed to myself but stated I live at 20 Harkness Road Hemel Hempstead HP25GX, however I live at 18 Harkness Road.

My apprehensions and fears are that all my bills have increased in the last year – notably my own gas and electric bills. I would have to oppose of these changes because any increase financially in my outgoings would lead me to struggle considerably. I am a nurse living on a single wage and I am now very worried about any increments you propose in service charges during this current economic climate.

I also feel unsure of the exact intention of changes proposed therefore would be unable to make an informed decision.

Kind regards

A black rectangular redaction mark covering the signature area.

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 03 November 2021 21:33
To: Ashley Hassell
Subject: Re: nhg.docx [REDACTED] 18 Harkness Road

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Hello Ashley

Yes ok

Thank you

[REDACTED]
Sent from my iPhone

On 3 Nov 2021, at 11:50, Ashley Hassell <Ashley.Hassell@nhg.org.uk> wrote:

Hi [REDACTED]

I note that you are concerned about any increase in costs related to this new agreement and have opposed our application on that basis.

The energy supply agreement for which we seek dispensation will be a replacement for the contract under which the present communal energy is provided. The cost of services might of course fluctuate with the market but our intention in seeking dispensation is to acquire the flexibility to obtain contracts as a time and of a length which would provide the best protection from financial uncertainty.

Having set this out, would you consider withdrawing your objection to our application?

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroup.org.uk

<image003.jpg>

From: [REDACTED]
Sent: 27 October 2021 08:13
To: svcfeedback@nhg.org.uk
Cc: London.Rap@justice.gov.uk; Neil Lawlor <Neil.Lawlor@devonshires.co.uk>
Subject: nhg.docx [REDACTED] 18 Harkness Road

Sent from my iPhone

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Annie Bletsoe-Brown

From: [REDACTED]
Sent: 27 October 2021 14:06
To: London.RAP@justice.gov.uk; Neil Lawlor
Subject: Objection Letter
Attachments: 1594C224-06AF-465F-BFDD-04A483B10BC0.jpeg

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	21/10/2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	Flat 6 Frontenac, Donnington Road, London, NW103RA
Your correspondence address (if different):	
Telephone:	[REDACTED]
Email:	[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 27 October 2021 16:48
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor
Subject: First-Tier Tribunal Objection - LON/00AU/LDC/2021/0209 - Notting Hill Genesis - NML/NHH1/3004
Attachments: NHG Objection.pdf

Dear First-Tier Tribunal and Notting Hill Genesis (Via Devonshire Solicitors LLP),

I am writing with regard to the application NHG are making to change the communal heat/electricity supplier in my building. Case reference LON/00AU/LDC/2021/0209

I wish to object to this application.
The form I was told to fill out is attached.

I have a number of reasons I would like to object to this application:

1. NHG's letter to me informing me of this contains my address at the top but a different address half way down the page to tell me they are going to do this to someone else's flat. In my case, they said Flat 63, Moonstone House while my address is Flat 61, Moonstone House.
2. NHG do not manage the communal electricity and gas at my building. They cannot procure a supplier for something they do not manage. Y&Y manage the Vizion estate and when I asked the Y&Y manager about this, he had no idea about it and said that NHG do not have authority to do this.
3. NHG seem unable to keep to their own deadlines or official deadlines. They have been unable to respond to a section 22 request I made in June. Last emailing me on 01/10/2021 saying they would get back to me the next week... I have not heard from them.
4. They seem to be unable to answer questions regarding service charges - for example, why I pay £2249.96 service charge but the apartment directly above me pays £1177.57. Our apartments are the same size. They last emailed me about this on 12/10/2021 and said they would give more information within 5 days. I have not heard from them. This, and many other late responses, shows a pattern of not being able to get things done.

I implore the First Tier Tribunal to please make sure NHG are able to exactly specify which properties they are planning to procure new suppliers for and ensure that they have all been contacted. I would also like the First-Tier Tribunal to ensure that NHG do not try to do something to my apartment building which the managing agents say they have no authority to do.

Regards

[REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/ooAU/LDC/2021/ 0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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


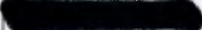


If you do object please complete and return this form to:

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

!Date:	27/10/2021
!Signature:	
!Print Name:	
Address of affected property:	Flat 61, Moonstone House, 304 South Row, MK9 2FR
Your correspondence address (if different):	
Telephone:	
!Email:	

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 03 November 2021 14:47
To: [REDACTED]
Cc: Neil Lawlor; London.RAP@justice.gov.uk
Subject: RE: First-Tier Tribunal Objection - LON/00AU/LDC/2021/0209 - Notting Hill Genesis - NML/NHH1/3004

Dear [REDACTED]

Thank you for your email.

As NHG does not supply the utilities for Vizion Estate, this letter does not affect you so you can disregard it. Please accept my sincere apologies for any confusion or inconvenience caused.

I'd also like to apologise for the address error that is referenced in the letter.

In regards to points 3 and 4, I have passed your concerns on to the relevant team and I understand that they are working on providing you with an update as soon as possible.

Thanks again.

All the best,

Niamh Lewendon

Policy and Projects Officer | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL
www.nhggroup.org.uk



From: [REDACTED]
Sent: 27 October 2021 16:48
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>
Subject: First-Tier Tribunal Objection - LON/00AU/LDC/2021/0209 - Notting Hill Genesis - NML/NHH1/3004

Dear First-Tier Tribunal and Notting Hill Genesis (Via Devonshire Solicitors LLP),

I am writing with regard to the application NHG are making to change the communal heat/electricity supplier in my building. Case reference LON/00AU/LDC/2021/0209

I wish to object to this application.
The form I was told to fill out is attached.

I have a number of reasons I would like to object to this application:

1. NHG's letter to me informing me of this contains my address at the top but a different address half way down the page to tell me they are going to do this to someone else's flat. In my case, they said Flat 63, Moonstone House while my address is Flat 61, Moonstone House.
2. NHG do not manage the communal electricity and gas at my building. They cannot procure a supplier for something they do not manage. Y&Y manage the Vizion estate and when I asked the Y&Y manager about this, he had no idea about it and said that NHG do not have authority to do this.
3. NHG seem unable to keep to their own deadlines or official deadlines. They have been unable to respond to a section 22 request I made in June. Last emailing me on 01/10/2021 saying they would get back to me the next week... I have not heard from them.
4. They seem to be unable to answer questions regarding service charges - for example, why I pay £2249.96 service charge but the apartment directly above me pays £1177.57. Our apartments are the same size. They last emailed me about this on 12/10/2021 and said they would give more information within 5 days. I have not heard from them. This, and many other late responses, shows a pattern of not being able to get things done.

I implore the First Tier Tribunal to please make sure NHG are able to exactly specify which properties they are planning to procure new suppliers for and ensure that they have all been contacted. I would also like the First-Tier Tribunal to ensure that NHG do not try to do something to my apartment building which the managing agents say they have no authority to do.

Regards



Annie Bletsoe-Brown

From: [REDACTED]
Sent: 27 October 2021 20:02
To: london.rap@justice.gov.uk; Neil Lawlor
Subject: REF: LON/00AU/LSC/2021/0209
Attachments: Genesis OCT.2021.pdf

Please see attached return with objection.

Notting Hill Genesis have no authority to take any action of this nature, Park Lodge have self managed since 2014 as the service from Genesis was so appalling.

We consider this to be further harassment and another attempt to take advantage of people who are in a vulnerable age group.

Please do not contact us again.

only received 27/10/21 @ 14.53
 Object Park Lodge Self manages through
 an independent company & Genesis have
 no Authority to Act in this way. I consider this to
 be form of harassment & taking advantage of = etc



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

voluntary
 group of
 people
 due to
 their age

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

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London.RAP@justice.gov.uk

And send a copy to the landlord's representative, **Neil Lawlor** from
Devonshires Solicitors LLP
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	23/10/21
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	44 Park Lodge Kallington M12 0QJ
Your correspondence address (if different):	
Telephone:	—
Email:	—

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 28 October 2021 00:10
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor
Subject: Case reference: LON/ooAU/LDC/2021/0209
Attachments: IMG-20211027-WA0009.jpg

To whom it may concern,

We believe *NHG is proposing to institute on us via an ambiguous document an entirely new plan to redirect us residents to their *nominated electricity company* which I believe is <https://sse.co.uk/home>.

I believe the same *methodology was applied back in 2015, when we residents were *forcefully instituted to get in to a contract with SW Energy.*

Following the *review of Our tenancy agreement*, we found that it does not oblige us to become bound to sign up with any nominated company by NHG.

I believe the *same methodology is being used by NHG again *& we have not been consulted on these plans using any method whatsoever, neither we were notified in advance.

Kind regards

[REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	25-10-2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	28 ENDEAVOUR HOUSE 47 CUBA ST, E14 8GZ
Your correspondence address (if different):	[REDACTED]
Telephone:	[REDACTED]
Email:	[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 28 October 2021 13:25
To: Neil Lawlor; svcfeedback@nhg.org
Subject: NML/NHH1/3004 - Case Ref: LON/00AU/LDC/2021/0209
Attachments: [REDACTED] - Reply Form for Leaseholders 20211028.pdf

Dear Sirs

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

I received a letter with respect to the above application submitted by Notting Hill Genesis (NHG) as I am the leaseholder of the address at the end of this email, for which it is the freeholder. I am writing to notify you of my intent to object to the application to seek dispensation under section 20ZA of the Landlord and Tenant Act 1985 (LTA) from consultation requirements. I make this objection on the following basis:

- NHG took over management of my property in April 2017.
- Since then the organisation has repeatedly shown that it does not have the competencies to manage the properties on the lease effectively.
- I have experienced ongoing poor service, but what is relevant specifically on this occasion is the organisation's explicit failings with regard to leasehold law:
 1. I have made repeated lawful requests for reconciled service charge accounts under section 21 of the LTA. NHG still has yet to provide any reconciled accounts for the four full accounting years it has managed my property. It has committed a summary offence on this basis.
 2. When NHG took over management of properties on the lease, there was a change in the freeholder. Leaseholders were never informed, despite an apparent requirement to do so under section 3 of the LTA.
 3. NHG have yet to lawfully serve me a service charge demand for the current accounting year. I have repeatedly chased this up and explained to them what is required to make the request enforceable in accordance with section 21B of the LTA, but no one within the organisation seems to be able to generate the relevant paperwork. I am confident that they are unlawfully taking service charge funds from other leaseholders who have not noticed this failing.
 4. I was served with eviction papers due to NHG's failure to correctly recognise or record the status of my property (long lease as opposed to shorthold tenancy) and I believe that their failure to correctly record properties is leading to service charge funds to be misallocated (though I cannot prove this on account of their ongoing failure to provide reconciled accounts).
- Given the above I do not think it is reasonable for NHG to be granted a dispensation to further conceal the details of its expenditure from leaseholders by allowing the organisation to forgo a consultation process.

I attach a copy of the Reply Form for Leaseholders, which I have submitted to the First-tier Tribunal Property Chamber (Residential Property) along with a copy of this statement.

Regards

[REDACTED]

[REDACTED]
e: [REDACTED]
m: [REDACTED]
t: [REDACTED]

a: 18 Vibart Gardens | LONDON | SW2 3RJ



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	28/10/2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	18 VIBART GARDENS LONDON SW2 3RT
Your correspondence address (if different):	[Redacted]
Telephone:	[Redacted]
Email:	[Redacted]

163430646023030202000 / 92131

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 28 October 2021 13:45
To: London.RAP@justice.co.uk
Cc: Neil Lawlor; svcfeedback@nhg.org.uk
Subject: Proposed change of energy provider
Attachments: P1.jpg

The letter was dated 18th. October, but arrived on the 28th. October - that leaves very little time to consider the potential implications!

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	28/10/2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	FLAT 8 SIDNEY MILLER COURT, 26-28 CROWN STREET, ACTON, LONDON, W3 8SL
Your correspondence address (if different):	AS ABOVE
Telephone:	[REDACTED]
Email:	[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 28 October 2021 13:57
To: Neil Lawlor; homeownershiputilitydispensation@nhg.org.uk
Subject: Fwd: NHG dispensation request Case reference: LON/ooAU/LDC/2021/0209
Attachments: Reply Form for Leaseholders.pdf; NGH dispensation objection.pdf

FYI

Best Regards,

[REDACTED]

----- Forwarded message -----

From: [REDACTED]
Date: Thu, 28 Oct 2021 at 13:55
Subject: NHG dispensation request Case reference: LON/ooAU/LDC/2021/0209
To: <London.RAP@justice.gov.uk>

Please see attached the objection form and a letter explaining the reasons for my objections. They will be sent to NHG as well

Best Regards,

[REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	28/10/2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	flat 2, 3 Angel Lane, SE17 3FD London
Your correspondence address (if different):	
Telephone:	[Redacted]
Email:	[Redacted]

[REDACTED]
Flat 2, 3 Angel Lane
London SE17 3FD

Case reference: LON/ooAU/LDC/2021/0209
Objection to the application for dispensation

Dear Madam, Sir,

I am a resident of one of Notting Hill Genesis properties, The Manor Place Depot, Flat 2, 3 Angel Lane, London SE17 3FD.

I wish to object to the dispensation of consultation requirements with their residents to procure for long-term agreements for energy supply set out in Section 20 of the Landlord and Tenant Act 1985.

I think this dispensation will cause prejudice to the residents as it will remove the protection we have against paying for inappropriate services and work and paying more than appropriate.

Notting Hill Genesis stated in their letter that the aim of this dispensation was in the residents' interest because it will allow Notting Hill Genesis to procure better deals. However, with the experience I have since leaving in one of Notting Hill Genesis' property, the resident's interest is not Notting Hill Genesis' priority, they weren't even transparent regarding seeking this dispensation. Consequently, I doubt the deals will be in our favor and we will end up paying managing fees for which we will have no control over. So far Notting Hill Genesis, for our development, haven't been able to release the audited accounts for the last 2 years so we haven't been able to check all expenditure paid so far. For the past 3 years, the service charges budgets from Notting Hill Genesis have been all over the place, the residents themselves spotted gross mistakes and reported them to Notting Hill Genesis which in turn take months to reply, and we are lucky when they do reply to us. To date the service charge budget hasn't been handled with the degree of care and competency you would expect from the consumer right act. In the long term, I fear that this agreement will lead to more monopolies in the energy sector instead of promoting competition thanks to companies like Notting Hill Genesis choosing one or too few suppliers for all their properties. This will go against the intended purpose of the dispensation.

Regards
[REDACTED]
[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 04 November 2021 17:28
To: HomeOwnershipUtilityDispensation
Cc: neil.lawlor@devonshires.co.uk
Subject: Re: NHG dispensation request Case reference: LON/ooAU/LDC/2021/0209

Categories: Blue category

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Hello,

With our experience of challenging and scrutinising unfair charges so far which never led to anything because at the end of the day NHG decide and love taking month and month to reply, i can't see how we would be able to challenge such a deal that would impact not just the development I live in but potentially all the NHG estate. I also disagree that in the long term the agreement will be of any financial advantages, i know how this works but never delivers what it is supposed to (but clever reporting can show it does)

So my answer is no, i will not set aside my objection to the dispensation.

[REDACTED]

Sent from my iPhone

On 4 Nov 2021, at 10:52, HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk> wrote:

Hi [REDACTED]

I write further to your email below and letter attached. Here is a response to each of your comments concerning our application for dispensation.

I think this dispensation will cause prejudice to the residents as it will remove the protection we have against paying for inappropriate services and work and paying more than appropriate.

As residents would receive the same protection from unfair or unreasonable service charge costs as exists for any other contract if dispensation was granted residents would still have the same right to scrutinise and challenge costs as they do for any other contract or service.

Notting Hill Genesis stated in their letter that the aim of this dispensation was in the residents' interest because it will allow Notting Hill Genesis to procure better deals. However, with the experience I have since leaving in one of Notting Hill Genesis' property, the resident's interest is not Notting Hill Genesis' priority, they weren't even transparent regarding seeking this dispensation.

NHG wrote to all residents concerned earlier this year prior to submitting our application in order to inform residents that we intended to do so and provide the reasoning. At that time we also provided residents the opportunity to express an opinion on the application or discuss their concerns with us so that we might address them. We have now more recently written to all concerned residents again to update them on the progress of our application and to provide our application, supporting documents and provided residents the means to object or again discuss their concerns with us directly.

I doubt the deals will be in our favour and we will end up paying managing fees for which we will have no control over. So far Notting Hill Genesis, for our development, haven't been able to release the audited accounts for the last 2 years so we haven't been able to check all expenditure paid so far. For the past 3 years, the service charges budgets from Notting Hill Genesis have been all over the place, the residents themselves spotted gross mistakes and reported them to Notting Hill Genesis which in turn take months to reply, and we are lucky when they do reply to us. To date the service charge budget hasn't been handled with the degree of care and competency you would expect from the consumer right act.

We apologise for the delay in releasing these accounts but have kept residents informed of progress in preparing these. These accounts are both being finalised to be published shortly.

In the long term, I fear that this agreement will lead to more monopolies in the energy sector instead of promoting competition thanks to companies like Notting Hill Genesis choosing one or too few suppliers for all their properties. This will go against the intended purpose of the dispensation.

We are seeking dispensation to enter into energy supply agreements like many landlords do routinely in such circumstances in order to enter into long term agreements if professional opinion dictates that that is the best option to minimise costs or associated costs for residents.

This is particularly important in the current climate of energy price hikes and it is our concern that without the ability to negotiate agreements of varying lengths depending on market conditions costs might actually be higher for residents and NHG then would otherwise be the case. As such if dispensation is not granted, to protect the position of other residents and the business it might be necessary to tender the leasehold portfolio separately on a short term agreement which might limit any economy of scale.

Please can I ask that you consider each of these and let us know if you are content to set aside your objection regarding the dispensation application or otherwise narrow your objections so that we might consider these?

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk

<image003.jpg>

From: [REDACTED]
Sent: 28 October 2021 13:57
To: neil.lawlor@devonshires.co.uk; HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: Fwd: NHG dispensation request Case reference: LON/ooAU/LDC/2021/0209

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

FYI

Best Regards,

----- Forwarded message -----

From: [REDACTED]
Date: Thu, 28 Oct 2021 at 13:55
Subject: NHG dispensation request Case reference: LON/ooAU/LDC/2021/0209
To: <London.RAP@justice.gov.uk>

Please see attached the objection form and a letter explaining the reasons for my objections. They will be sent to NHG as well

Best Regards,

████████████████████

Notting Hill Genesis Email Disclaimer

This message (including any attachments) may contain confidential information and is intended only for the individual(s) named. Distribution, use or reproduction without the sender's prior consent is strictly prohibited. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of Notting Hill Genesis. If you have received this email in error please notify the sender immediately and permanently delete it.

Notting Hill Genesis and its associated companies are registered in England and have their Registered Office at Bruce Kenrick House, 2 Killick Street, London N1 9FL.

Although we have taken precautions to ensure that this email and attachments are free from any virus, we accept no responsibility for viruses that we may have unintentionally transmitted to you within this email and you should check for viruses before opening any attachment.

The electronic communications disclaimer and further information can be found on our website www.nhg.org.uk/legal.

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 28 October 2021 21:07
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor
Subject: Fwd: LON/00AU/LDC/2021/0209 (Reply form & Statement of Objection)
Attachments: bathroom damp iii - 180517.jpg; Brandon Court 18072016.pdf; Complaint re # 365 4693_1.pdf; Complaint_ Flat 3 Brandon Court, E16 4BP 04042012.pdf; Defect inspection & defects to report 13012017.pdf; Statement of Objection to NHG 28.10.21 [REDACTED].pdf

Dear All,

Further to the communication received by post dated 14th October 2021, please find my statement of objection, reply form and attachments to support.

If you have any queries, please feel free to contact me accordingly.

Yours,


[REDACTED]

FAO:

Notting Hill Genesis (NHG)

svcfeedback@nhg.org.uk

FROM:


3 Brandon Court, London, E16 4BP

DATE: 28th OCT 2021

STATEMENT OF OBJECTION

In response to the recent application of **NHG** to seek dispensation under *section 20ZA of the Landlord and Tenant Act 1985* from all the consultation requirements imposed on the landlord by section 20 of the 1985 Act, the residents at Brandon Court oppose this application in view that **NHG** intends to unreasonably ask us as leaseholders, to pay towards work carried out to our building recently, now or in the near future, that is at no fault of the leaseholders or as part of entering new broker/energy agreements without clearly defined costs.

The grounds that form the basis for this objection are as follows:

- (1) This is relatively a **newly built property**, which we feel was unreasonably advertised as ready to move in by Q1 of 2016, provided that relevant works and checks were carried out to the building. Additionally, for a building that's only 5 years, there shouldn't be any major works for repair if correct checks were carried out during building handover to NHG.
- (2) Subsequently, most of the Brandon Court residents moved in around Q1-2 of 2016, when in May 2016, we had to experience a **horrific flooding** one Sunday morning due to **faulty/lose pipes** in the building. The flood started on 1st floor, spreading to the common areas and hallway at Brandon Court, moving towards the flats and lift. **Clearly if the building checks were properly carried out and all appliances checked thoroughly** – we would have avoided 1year long, stressful experience going back and forth with the NHG and sub-contractors, booking appointments for the need to dry our flats, changing the wooden flooring, bedroom carpets, spraying against freshly formed mould for the remainder of 2016. **Question to NHG:** As an experienced property developer – why do you advise your leaseholders to move in when clearly the proper checks to the property haven't been completely done?
***Note:** this incident is well recorded with NHG and should the court request relevant communication and documents, this correspondence can well be provided by NHG and the Residents at Brandon Court. Therefore, in support of our objection and of costs incurred to the building by no fault of ours causing unreasonable worry to leaseholders and damage to newly build flats, we feel that that we are correct to require NHG to continue complying with all the consultation requirements imposed on the landlord by section 20 of the 1985 Act.
- (3) **Sub-contractors and Service Charge:** Most of the time, we have been overpaying service charge from the day we moved in around Q1-2 2016 and NHG have been difficult to reply and send out yearly service charge estimate/summary statements applying credit/deficit notes to our billing accounts (unless we have chased you first). We would like to continue the transparency that section 20 of the 1985 Act allows for us as leaseholders, and we find no reason to support your application on this point either. **Regarding Sub-contractors**, related to maintenance, cleanliness of Brandon Court communal areas, gardens, we've always expressed and communicated dissatisfaction of such services carried out. We've

had times where no such services were carried out for weeks over the course of the last 5 years and during London lockdown between March 2020-21, however service charge was still required under the leaseholder agreement but still overvalued even during this period. Documented evidence has been taken demonstrating that no communal cleaning or land maintenance was carried out from 26th March 2020 until 13th August 2020. These charges have yet to be re-imbursed.

(4) Recent roof work (due to leakage into some property flats), taking place in the summer months of 2021.

Firstly, no proper consultation was carried out about such work and prior communication was not sent out to **all residents**. Having to find out only when the contractors were building their ground skeletons around the building that most residents found out.

Following this discovery, we wrote to NHG and only then discovered that specifically, some residents complained that their ceilings leak, also confirmed by speaking with leaseholders on top floors of the building. The contractors who carried out the work also mentioned that the roof was poorly insulated and therefore leaked into flats.

Work around the building was carried out by NHG as required due to complaints, and **at no fault of ours**, and as leaseholders, we feel that we have been let down by NHG by them reacting to problems rather than pro-actively having reduced the likelihood of such risks in hindsight of your expertise as property developer.

(5) Gas Pipes in Bin Storage: On numerous occasions we've brought up this matter to NHG regarding the naked gas pipes in the bin storage. Trash collection teams don't take enough care when emptying the bins and these pipes are easily hit from moving the bins in and out due to reckless handling of these bins from the Newham bins collection teams. We've filed numerous complaints to Newham Council as well and our Site manager, Michael Oladiran is well aware of.

The issue is that the gas pipes should have been better protected or placed in a way that makes them isolated and safe and not directly in the way of force and pressure applied from moving bins in and out. Until now, we've had no real resolution to this matter, hence in further support to our objection to your claim to seek dispensation. Trusting we will not come to the worse but repairing or protecting gas pipes could be a costly business, negligently putting residents and leaseholders at future risk.

(6) We as leaseholders have not been given sufficient and/or correct information regarding proposed works, section 20 notices for long term agreements and more importantly for this application for dispensation. The letter received for dispensation references that the application is to enter a new agreement with an energy broker. Until we receive full documentation of the application, which we have requested in writing this week, we do not understand why the need for dispensation just for an energy broker, unless there are foreseen major works to take place that we have not been notified of or needing to reimburse partial costs from leaseholders for works already carried out such as the roof top work carried out this summer and/or any future planned works that we are unaware of. Most certainly we need more clarity from NHG's plans on new broker/energy agreements moving forward.

In summary,

We at Brandon Court, as the Leaseholders submit this letter to you (NHG) in good faith, but we find no reasonable circumstances on the points we've mentioned in this statement for you to seek dispensation under *section 20ZA of the Landlord and Tenant Act 1985* from all the consultation requirements imposed on the landlord by section 20 of the 1985 Act.

Yours faithfully,

Flat 3, 

Attachments:

Response from NHG after flooding in local area, 2016

Leak from Flat 5 into my property after defects were not attended to, 2017

Leak from my property in Flat 32 after defects were not attended to, 2017

From: [REDACTED]

To: Customer.Services@genesisha.org.uk,

Subject: Complaint re # 365 4693/1

Date: Mon, 13 Jun 2016 10:29

Attachments: 365 4693.1.zip (9192K)

To Whom It May Concern,

Further to the water mains flood on 22nd May, I write to emphasise my sheer disappointment at the response provided by both Genesis and Hill.

Despite numerous calls from all of the residents in the property, we have not received any confirmation on how any fixtures or fittings will be rectified.

I understand the property needs to dry out before electrical fittings etc can be adjusted however I have not received one phone call, email, letter nor visit from any staff working for either party as to what works will be occurring and in what time frame.

Yes, as of w/c 6th June, the lift is now working however:

- there is significant mould now developing throughout the ground floor and up the staircase leading to first,
- the light fittings on ground floor are still open with bare wires hanging,
- the smell of damp is clearly evident,
- the ceiling of ground floor has water bubbles growing by the day
- the meter cupboards have not been repaired,
- the lift entrance on ground floor has been damaged whilst being fixed
- the skirting is mouldy and discoloured

Attached are pictures taken this weekend.

For three weeks I have been willing to accept there was a problem however I am not willing to accept the absolute lack of "customer service" or care for the leaseholders within this property. I have seen the "service charge" leave my bank account however I have not witnessed any relative service provided by either Genesis nor Hill in this case.

I expected by now to have received a schedule of possible works such as if the carpet will be replaced, when the decorators will be working on the property, how the mould issue will be rectified. If not possible, due to the property needing to continue drying out, then some communication from staff that this is being looked into.

Should I not receive any formal update from either party by this week ending, Friday 17th June, I will be taking this further.

Yours Faithfully,

[REDACTED]

From: [REDACTED]

To: defectscc@genesisha.org.uk,

BCC: [REDACTED]

Subject: Brandon Court

Date: Mon, 18 Jul 2016 11:48

Attachments: Complaint re # 365 4693 1.html (354K)

To Whom It May Concern,

I write my second email to express my dismay at the follow-up to two significant incidents at my property.

1. Water main leak on 22nd May 2016

Attached is the first complaint, noting the lack of communication from both Genesis and Hill after the incident. I am disappointed that not all dates and points of action were completed, yet still no reason or explanation was provided to explain why.

2. Flooding on 23rd June 2016

I understand the initial flood was caused by natural weather conditions. However, the result of the flood to the property and action taken is extremely surprising.

My neighbour was advised that the lift shaft flooding was also due to a roof leak, not related to the flooding, which has NOT been communicated to all residents.

The water in the lift was removed however it would appear no contractor has come to the property to return the lift to service.

The damage to the ground floor and stairways has not been repaired, some damage outstanding from the mains leak.

I completed on the 30th March and less than 4 months later, the property has been damaged, not repaired and in my opinion, I have not received any level of service from both my housing association or the relevant contractors.

It actually disgusts me that Genesis were very quick to provide a letter from our neighbourhood liaison which detailed what we as tenants were liable for, however nothing to note what Genesis or Hill are.

I expect a full outline of all works planned by Friday 22nd July, four full weeks after the fact, to include;

- lift service
- wall, skirting and ceiling damage
- light fittings (outstanding from 22nd May)
- explanation on roof damage

Should I not receive any reasonable response I will be looking to speak with the Housing Ombudsman/my solicitor as to how to proceed with financial changes, i.e., not paying my service charge or having the last two months refunded. I am confident to provide photographic/written (or lack of in this case) evidence of which to support my argument.

I await your reply.

Sincerely,

[REDACTED]

From: [REDACTED]
To: hamza.farah@genesisha.org.uk,
CC: defectsc@genesisha.org.uk,
Subject: Defect inspection & defects to report
Date: Fri, 13 Jan 2017 14:06

Dear Hamza

Further to your letter dated 4th January, please note I will not be able to be on site on 17th due to urgent work commitments.

There are defects at my property so I will need someone to view. However I require an alternate date, please can this be arranged?

I have reported 2 of 3 defects since December and no one from Genesis or Hill has called to follow up.

1. Reference 375 8572 December
Cracks in walls, ceilings and around door frames as a result of "settling". To be filled, painted, etc. I understand this will come under the aforementioned inspection.

2. Reference 377 3696 January
Dishwasher - There is a leak from one of the connections in the bend.

On both calls I was advised my year defect guarantee ends January 2017.

This needs to be amended with immediate effect as I completed on 30th March 2016, NOT January 2016.

3. Light circuit in kitchen ceiling is dimming on its own, I believe there is a loose connection or fault with the circuit wires.

I will appreciate if relevant parties can respond via email or telephone on all of the above points.

Regards,
[REDACTED]

From: [REDACTED]

To: customer.services@genesisha.org.uk, complaints@genesisha.org.uk, defectsc@genesisha.org.uk, insurance@genesisha.org.uk,

Subject: Complaint: Flat 3 Brandon Court, E16 4BP

Date: Tue, 4 Apr 2017 11:32

To Whom It May Concern,

Once again, I write with disappointment and quite frankly, utter frustration at the service provided by Genesis and relevant contractors.

Reference: 382 0683

On 10th March, I reported a damp patch in my bathroom ceiling, which I believe is a result of a water leak from the bathroom/kitchen unit in Flat 5.

I spoke to Flat 5 and they advised they had already reported a defect with their shower unit and this was scheduled to be assessed w/c 17th March.

As of this email, no contractor has been to Flat 5 to assess or fix the defect.

In my bathroom, the damp patch has continued to grow within the last 3 weeks and cracks are appearing in my ceiling.

Loss adjusters have been scheduled to attend my property tomorrow, 5th April, however I have not been contacted by Hills (or otherwise) to actually assess the problem.

Reference: 3826947

On 11th March, 39 Hermit Road advised she has a damp patch in her bedroom ceiling, which she believed is a result of a water leak from my property.

On 21st March, Genesis Customer Service called re the above. I advise I would return to London on 27th March, in the meantime if further damage/physical leak into property or any possible emergency, my father could be contacted in my absence.

As of this email, no contractor has been scheduled to assess or fix the defect.

As of this email, no follow up call from Genesis was made to my father or to myself.

Reference: SRQ 383 8531

3rd April, I called Genesis to receive an update on contractors availability to attend my property. I spoke to Tracey in Customer Service who confirmed I would receive a call back from Miles (Kiers) by end of the day – as of this email, no call received.

In addition, Reference: SRQ 383 8531, I advised the water stop tap in my storage cupboard had been leaking and as a result, approx. £350 worth of damage caused. I called to receive relevant claim contact details, etc.

I believe this tap has been leaking since the last contractor came to adjust a previous defect on 1st March. The water source was turned off to assess the issue on the morning and turned back on in the early afternoon when the job was completed – at this time, there was no leak or evidence of any water damage.

I have not had reason to access the rear of the cupboard since the 1st March.

On Sunday 2nd April, I have attempted to retrieve a box of shoes and noticed multiple shoes boxes full of water with shoes damaged, cardboard storage boxes ruined, planks of wood for future shelving wet and mouldy, and mould growing in various areas of the cupboard.

Although I have tightened the tap and the leak has stopped, I have not been called by any contractor to schedule an assessment of the wooden flooring – which is damp – or to review the mould. I do not believe I should be accountable to purchase any mould remover, paint or other decorative items. Needless to mention, any potential health issues that could be caused living in a small 1-bed flat with mould growing/damp not addressed.

I will be taking this matter further with Zurich, etc.

Today, 4th April 2016, I called Genesis to follow up on my call yesterday. The notes on the system do not seem to tally up with mine/all lease holders notes nor is there any note on scheduled follow ups. The call handler, Helene, advised I should not expect a call from Miles re SRQ 383 8531 (who is out of office today) as this will need to be reported back to "defects" – email sent from Helene today.

I completed on 30th March 2016 and in one year, there have been multiple snagging/defects/issues within my property and the other 4 flats in the block in addition to the utter lack of response to the freak flooding in June 2016.

I will be contacting my bank to cancel my "service charge" direct debit for the foreseeable months, or until the issues are resolved. I am sure at this point Genesis will make attempts to resolve any outstanding issues...

If anybody from any team would like to discuss/update on any of the above, my contact details are below.

[REDACTED]

[REDACTED]



Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 04 November 2021 12:04
To: [REDACTED]
Cc: Neil Lawlor; London.RAP@justice.gov.uk; Michael Oladiran
Subject: RE: LON/00AU/LDC/2021/0209 (Reply form & Statement of Objection)

Hi [REDACTED]

I write in response to your email below and letter attached. Here is a response to each of your comments concerning our application.

We are seeking dispensation solely to enter into energy supply agreements if professional opinion dictates that that is the best option to minimise costs or associated costs for residents. However, many of your stated reasons for rejecting our application in relation to those proposed contracts relate to other elements of your service charge or matters of property management. These are not relevant to our application and I have set this out below, but you can raise these as a complaint with your PMO if you have not already done so.

This is relatively a newly built property, which we feel was unreasonably advertised as ready to move in by Q1 of 2016, provided that relevant works and checks were carried out to the building. Additionally, for a building that's only 5 years, there shouldn't be any major works for repair if correct checks were carried out during building handover to NHG.

This element of your objection relates to alleged or reported defects which are not the subject of our application which concerns only our ability to enter into energy supply agreements like many landlords do routinely in such circumstances in order to enter into long term agreements if professional opinion dictates that that is the best option to minimise costs or associated costs for residents

Subsequently, most of the Brandon Court residents moved in around Q1-2 of 2016, when in May 2016, we had to experience a horrific flooding one Sunday morning due to faulty/lose pipes in the building. The flood started on 1st floor, spreading to the common areas and hallway at Brandon Court, moving towards the flats and lift. Clearly if the building checks were properly carried out and all appliances checked thoroughly – we would have avoided 1year long, stressful experience going back and forth with the NHG and sub-contractors, booking appointments for the need to dry our flats, changing the wooden flooring, bedroom carpets, spraying against freshly formed mould for the remainder of 2016.

Question to NHG: As an experienced property developer – why do you advise your leaseholders to move in when clearly the proper checks to the property haven't been completely done?

***Note: this incident is well recorded with NHG and should the court request relevant communication and documents, this correspondence can well be provided by NHG and the Residents at Brandon Court. Therefore, in support of our objection and of costs incurred to the building by no fault of ours causing unreasonable worry to leaseholders and damage to newly build flats, we feel that that we are correct to require NHG to continue complying with all the consultation requirements imposed on the landlord by section 20 of the 1985 Act.**

Again this element of your objection relates to alleged or reported defects which are not the subject of our application.

Sub-contractors and Service Charge: Most of the time, we have been overpaying service charge from the day we moved in around Q1-2 2016 and NHG have been difficult to reply and send out yearly service charge estimate/summary statements applying credit/deficit notes to our billing accounts (unless we have chased you first). We would like to continue the transparency that section 20 of the 1985 Act allows for us as leaseholders, and we find no reason to support your application on this point either. Regarding Sub-contractors, related to

maintenance, cleanliness of Brandon Court communal areas, gardens, we've always expressed and communicated dissatisfaction of such services carried out. We've 2 had times where no such services were carried out for weeks over the course of the last 5 years and during London lockdown between March 2020-21, however service charge was still required under the leaseholder agreement but still overvalued even during this period. Documented evidence has been taken demonstrating that no communal cleaning or land maintenance was carried out from 26th March 2020 until 13th August 2020. These charges have yet to be re-imbursed.

We are seeking dispensation to enter into energy supply agreements like many landlords do routinely in such circumstances in order to enter into long term agreements if professional opinion dictates that that is the best option to minimise costs or associated costs for residents.

This is particularly important in the current climate of energy price hikes and it is our concern that without the ability to negotiate agreements of varying lengths depending on market conditions costs might actually be higher for residents and NHG than would otherwise be the case. As such if dispensation is not granted, to protect the position of other residents and the business it might be necessary to tender the leasehold portfolio separately on a short term agreement which might limit any economy of scale.

Recent roof work (due to leakage into some property flats), taking place in the summer months of 2021. Firstly, no proper consultation was carried out about such work and prior communication was not sent out to all residents. Having to find out only when the contractors were building their ground skeletons around the building that most residents found out. Following this discovery, we wrote to NHG and only then discovered that specifically, some residents complained that their ceilings leak, also confirmed by speaking with leaseholders on top floors of the building. The contractors who carried out the work also mentioned that the roof was poorly insulated and therefore leaked into flats. Work around the building was carried out by NHG as required due to complaints, and at no fault of ours, and as leaseholders, we feel that we have been let down by NHG by them reacting to problems rather than pro-actively having reduced the likelihood of such risks in hindsight of your expertise as property developer.

This element of your objection also relates to alleged or reported defects which are not the subject of our application.

Gas Pipes in Bin Storage: On numerous occasions we've brought up this matter to NHG regarding the naked gas pipes in the bin storage. Trash collection teams don't take enough care when emptying the bins and these pipes are easily hit from moving the bins in and out due to reckless handling of these bins from the Newham bins collection teams. We've filed numerous complaints to Newham Council as well and our Site manager, Michael Oladiran is well aware of. The issue is that the gas pipes should have been better protected or placed in a way that makes them isolated and safe and not directly in the way of force and pressure applied from moving bins in and out. Until now, we've had no real resolution to this matter, hence in further support to our objection to your claim to seek dispensation. Trusting we will not come to the worse but repairing or protecting gas pipes could be a costly business, negligently putting residents and leaseholders at future risk.

This element of your objection relates to alleged or reported defects which are not the subject of our application.

We as leaseholders have not been given sufficient and/or correct information regarding proposed works, section 20 notices for long term agreements and more importantly for this application for dispensation. The letter received for dispensation references that the application is to enter a new agreement with an energy broker. Until we receive full documentation of the application, which we have requested in writing this week, we do not understand why the need for dispensation just for an energy broker, unless there are foreseen major works to take place that we have not been notified of or needing to reimburse partial costs from leaseholders for works already carried out such as the roof top work carried out this summer and/or any future planned works that we are unaware of. Most certainly we need more clarity from NHG's plans on new broker/energy agreements moving forward.

Full documentation concerning the application has been made available on our website as required by the directions of the FTT and as stated in our letter. This is the web address provided: [Utility dispensation | Notting Hill Genesis \(nhg.org.uk\)](https://www.nhg.org.uk).

If dispensation is granted residents would receive the same protection from unfair or unreasonable service charge costs as exists for any other contract as dispensation does not diminish or curtail these. We only seek dispensation from the consultation regulations for the proposed agreements because it is not possible to consult in the circumstances for the reasons set out in our correspondence and application, i.e. that quotations are not open in the market long enough to do so.

Please can I ask that you consider each of these and let us know if you are content to set aside your objection regarding the dispensation application or otherwise narrow your objections so that we might consider these?

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 28 October 2021 21:07
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>
Subject: Fwd: LON/00AU/LDC/2021/0209 (Reply form & Statement of Objection)

Dear All,

Further to the communication received by post dated 14th October 2021, please find my statement of objection, reply form and attachments to support.

If you have any queries, please feel free to contact me accordingly.

Yours,

[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 28 October 2021 21:11
To: london.rap@justice.gov.uk
Cc: Neil Lawlor
Subject: Fwd: FTT Application Case Reference LON/00AU/LDC/2021/0209
Attachments: Reply form.pdf; Statement.pdf; Statement.doc

Please find attached the Reply Form and a Respondent's Statement in respect of the above mentioned case reference number.

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from
Devonshires Solicitors LLP
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	28/10/21
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	Flat 22 CASTLEBAR COURT Queens Walk, LONDON W5 1TP
Your correspondence address (if different):	[REDACTED]
Telephone:	[REDACTED]
Email:	[REDACTED]

The First-tier Tribunal
Property Chamber (Residential Property)

Case Reference: LON/00AU/LDC/2021/0209

APPLICANT: Notting Hill Genesis

PROPERTY: Various residential leasehold properties belonging to Notting Hill Genesis

I refer to the above mentioned case reference. I am [REDACTED] a leaseholder of 22 Castlebar Court, Queens Walk, London W5 1TP, one of the leasehold properties which is the subject of the Application. I would like to make representation as follows.

1. The letter from Notting Hill Genesis dated 18th October 2021 sent by post was only received by me on 27th October 2021. This gave only two days before a deadline of 29th October 2021 to oppose the Application. This is unacceptable and satisfactory service of the documentation which does not give sufficient time for a considered response. Furthermore, the majority of the respondent leaseholders are elderly without access to IT and online services and would find it difficult to access the online versions of the Application and the Tribunal's directions. I request that an additional period of time is given for respondents to make representation.
2. I would presume that the intention of the enacted legislation of the Landlord & Tenant Act 1985 with regards long term agreements is to protect leaseholders by placing a limitation on residential landlords on entering into long term agreements of more than 12 months without formal consultation with the leaseholders. The Applicant seeks to bypass these protections which I regard to be against the intention and the spirit of the legislation.
3. The Applicant is able to enter into 12 month agreements without obstacles from Landlord & Tenant Act legislation and may do so on energy contract on the same day as receiving terms. Every residential landlord in the country who has significant energy expenditure is faced with this issue and the Applicant is no different in this regard. Furthermore, such a matter is not unique or unusual for the Tribunal to consider agreeing to dispensation.
4. The Applicant is making such an application at a period when energy prices are at unprecedented high levels when a landlord should be extremely cautious about entering into long term agreements. The Tribunal must consider carefully whether the grant of dispensation at the current time is in the interest of leaseholders who ultimately pay the cost through the service charge.

5. The Application appears to request dispensation for an indefinite period of time as it seeks dispensation in principle rather than for a specific long term agreement for a specific term. This seeks to remove the protection of the Act for an indefinite period.
6. The provision of the energy bill checking by energy consultants does not require a long term agreement to be in place and this service is generally provided with shorter 12 month agreements. Therefore no additional benefit is gained in this regard through a longer term agreement.
7. I request that the Tribunal does not agree to any application made by the Applicant for its costs (legal and professional) associated with this application to be recharged as service charge to leaseholders.

Signed by 

Date: 28 October 2021

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 28 October 2021 23:40
To: Neil Lawlor
Subject: NML/NHH1/3004 and LON/00AU/LDC/2021/0209
Attachments: Objection Flat13-3DM.pdf; Reply form Flat13-3DM.pdf

Dear Neil

Please find enclosed tribunal form and personalised objection letter for the case
ref: LON/00AU/LDC/2021/0209 or Devonshires Solicitors LLP ref: NML/NHH1/3004

Kind regards

--

[REDACTED]
flat 13, 3 Danson Mews

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:	28/10/2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	Flat 13, 3 Danson Mews SE17 3FN LONDON
Your correspondence address (if different):	[REDACTED]
Telephone:	[REDACTED]
Email:	[REDACTED]

Thursday 28th October 2021

Case reference: **LON/00AU/LDC/2021/0209**

Property: **Various residential leasehold properties belonging to Notting Hill Genesis**

Notting Hill Home Ownership
c/o [REDACTED] (Property Management Officer Manor Place)
Bruce Kenrick House
2 Killick St, London, N1 9FL

Dear [REDACTED]

I am writing to you in response to the letter received by you on the 18th of October on "Utility Broker and Energy Supply Agreements".




Please consider this a formal objection to NHG application (**LON/00AU/LDC/2021/0209**) outlined in your letter and in the quality of Property Manager of our building (3 Danson Mews) I trust you will forward this to the relevant people. Also, please note this letter together with the tribunal form, have been sent to the First-tier Tribunal Property Chamber (Residential Property) and to the landlord's representative, Neil Lawlor from Devonshires Solicitors LLP.

My reasons to object are indicated below.

My understanding is that NHG is applying for getting dispensation on a long term agreement in relation to energy suppliers for the communal area for all NHG properties, for which they then collect money from us leaseholders.

At Manor Place Depot, the HIU (hot water and underfloor heating) is linked to the communal energy suppliers.

The dispensation will involve all third party organisations that are linked to the energy supply, and therefore NHG will have also dispensation to the ones linked to the services provided within leaseholder properties.

[REDACTED] 
[REDACTED] 
Flat 13, 3 Danson Mews, SE17 3FN, London 

Leaseholders have the right to choose energy providers that affect their own properties, and this dispensation seems against this basic principle.

I don't see any guarantee for the leaseholders to be provided with a competitive market rate with no prejudice and the risk of corporate monopolistic gain appears to be quite probable.

Also, leaseholders could be left without any protection in paying inappropriate works/services or paying more than would be appropriate for the service offered. There is also no guarantee in preventing leaseholders from seeing their services charges being uplifted day after day by NHG changing energy suppliers without consultations.

In addition, the argument outlined in the letter received by NHG saying that competitive quotations are "held open for a matter of hours" is quite weak. I am sure that every single supplier would be happy to keep the quotations open for a few days if that means signing a big deal with all NHG properties after appropriate consultations with the leaseholders.

I would be happy to discuss and clarify further my position if required, but as a summary please consider this letter has an objection to the application submitted by NHG.

Kind regards,

[Redacted signature]

Leaseholder of Flat 13, 3 Danson Mews

[Redacted contact information]



[Redacted contact information]



Flat 13, 3 Danson Mews, SE17 3FN, London



Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 04 November 2021 10:53
To: [REDACTED] HomeOwnershipUtilityDispensation
Subject: RE: LON/00AU/LDC/2021/0209

Hi [REDACTED]

I write further to your email below and letter attached. Here is a response to each of your comments concerning our application for dispensation.

My understanding is that NHG is applying for getting dispensation on a long term agreement in relation to energy suppliers for the communal area for all NHG properties, for which they then collect money from us leaseholders. At Manor Place Depot, the HIU (hot water and underfloor heating) is linked to the communal energy suppliers. The dispensation will involve all third party organisations that are linked to the energy supply, and therefore NHG will have also dispensation to the ones linked to the services provided within leaseholder properties.

Though the HIU in your property is the interlink between the communal and domestic supply of heating and hot water for your property this is not a universal feature and the intended contracts would be for the provision of energy and utilities across our portfolio and not just at Manor Place. The proposed energy supply agreements would deliver energy through the HIU to your property but the provision or maintenance of the HIUs is a separate matter as those services are delivered under another contract which is not the subject of this application as is the billing of any costs by a third party contractor instructed by NHG.

Leaseholders have the right to choose energy providers that affect their own properties, and this dispensation seems against this basic principle.

Leaseholders have the right to choose energy providers that affect their own how except where energy such as heating and hot water is provided by a communal system and the supply of that commodity is purchased by the landlord who manages that system. In your case, the landlord is required to purchase the energy, to provide it to residents and the cost of the provision of those services is recoverable under the terms of the lease. This is different to a situation where a homeowner or tenant purchases their own domestic energy.

I don't see any guarantee for the leaseholders to be provided with a competitive market rate with no prejudice and the risk of corporate monopolistic gain appears to be quite probable. Also, leaseholders could be left without any protection in paying inappropriate works/services or paying more than would be appropriate for the service offered. There is also no guarantee in preventing leaseholders from seeing their services charges being uplifted day after day by NHG changing energy suppliers without consultations.

We are seeking dispensation to enter into energy supply agreements like many landlords do routinely in such circumstances in order to enter into long term agreements if professional opinion dictates that that is the best option to minimise costs or associated costs for residents.

This is particularly important in the current climate of energy price hikes and it is our concern that without the ability to negotiate agreements of varying lengths depending on market conditions costs might actually be higher for residents and NHG than would otherwise be the case. As such if dispensation is not granted, to protect the position of other residents and the business it might be necessary to tender the leasehold portfolio separately on a short term agreement which might limit any economy of scale.

In addition, the argument outlined in the letter received by NHG saying that competitive quotations are "held open for a matter of hours" is quite weak. I am sure that every single supplier would be happy to keep the

quotations open for a few days if that means signing a big deal with all NHG properties after appropriate consultations with the leaseholders.

Unfortunately that is a fact in the market and this is why many other landlords have also sought dispensation to enter into long term agreements for energy supply to benefit their residents. Competitive quotes simply are not available for more than a few hours, not even a couple of days, and so it is not possible to meaningfully consult.

Please can I ask that you consider each of these and let us know if you are content to set aside your objection regarding the dispensation application or otherwise narrow your objections so that we might consider these?

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 28 October 2021 23:40
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: LON/00AU/LDC/2021/0209

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Sir/Madam

Please find enclosed tribunal form and personalised objection letter for the case ref: LON/00AU/LDC/2021/0209

Kind regards

--

[REDACTED]
flat 13, 3 Danson Mews

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 29 October 2021 10:17
To: London.RAP@justice.gov.uk; Neil Lawlor
Subject: NML/NHH1/3004
Attachments: NHG form.jpg; NHG form.jpg

Hello,

I'm getting in touch re Notting Hill Genesis (NHG)'s application under section 20ZA of the Landlord and Tenant Act 1985 to enter into a new agreement with a new energy broker. See completed form attached.

I am writing to oppose this application for the reasons outlined below.

When NHG first wrote to me about their plans in June 2021, I responded with some questions to ask about the credentials of the proposed new energy company. I was particularly interested to know how ethical they are, who they invest in, how green they are and where they stand on diversity - as an example, how many non-white people and women are on their Board or have senior positions within the company? I was also interested to know how they might be able to support our local community by way of social value. For example, could they offer work placement or job opportunities for local young people? Could they fund new local sports facilities for young people? As this will be such a high value contract for them, I was, and still am, keen to know that this contract will go to a company that will give back to our local community.

I received a response that didn't acknowledge any of the above questions but explained that the new energy deal will affect our service charge but that it should be more beneficial for us. That was all the information I was given. I didn't respond because I assumed the extra information I requested would be provided at a later stage.

Last week, I received a second letter about this. I revisited my initial response sent in June and realised that none of the information I had requested was included in the letter or any of the supporting documents online that I could see. I also did a quick bit of research on Inenco and from what I could gather, all of their directors are white men, which tells me they aren't a company invested in diversity.

I emailed NHG on 24 October to let me know if diversity (in Inenco's senior leadership team) was considered when choosing to go with them and what other criteria was considered. I asked for a response by 28 October so that I could make an informed decision as to whether or not to oppose this proposal but I didn't receive a reply.

I'm sure that you've got answers to all of these questions and that all of the above were considered early in the process but without this information, I couldn't effectively consider the proposal – and I imagine many other residents are in a similar position – so I have no choice but to oppose it.

In terms of next steps, please could you provide information on all of the questions I've asked in this email? If I'm satisfied that NHG have considered all of the issues outlined in this email and that Inenco will be providing something by way of social value to our local community, I'll consider withdrawing my opposition.

Thanks so much,

[REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:	29 OCTOBER 2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	19 AQUA APARTMENTS GOOCHILD RD LONDON, N4 2BP.
Your correspondence address (if different):	AS ABOVE
Telephone:	[REDACTED]
Email:	[REDACTED]

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 03 November 2021 11:09
To: [REDACTED]
Cc: London.RAP@justice.gov.uk; Neil Lawlor
Subject: RE: NML/NHH1/3004

Hi [REDACTED]

I write in response to your email below and your concerns about our dispensation application for energy supply agreements.

The concerns outlined in your email refer mostly to the Inenco brokerage contract which is a contract that was previously agreed and which was not the subject of consultation as it was not a QLTA for which consultation is required.

This dispensation application in fact concerns the ability to enter into future energy supply agreements for which we cannot realistically consult, and not the Inenco contract. Whilst I appreciate you are concerned about the diversity of our suppliers the contract for which you have concerns is not the subject of this dispensation.

We take steps where possible to further our social goals through our supply chain and will of course consider how we can further these in procuring future energy supply agreements.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 29 October 2021 10:17
To: London.RAP@justice.gov.uk; Neil Lawlor <Neil.Lawlor@devonshires.co.uk>
Subject: NML/NHH1/3004

Hello,

I'm getting in touch re Notting Hill Genesis (NHG)'s application under section 20ZA of the Landlord and Tenant Act 1985 to enter into a new agreement with a new energy broker. See completed form attached.

I am writing to oppose this application for the reasons outlined below.

When NHG first wrote to me about their plans in June 2021, I responded with some questions to ask about the credentials of the proposed new energy company. I was particularly interested to know how ethical they are, who they invest in, how green they are and where they stand on diversity - as an example, how many non-white people and women are on their Board or have senior positions within the company? I was also interested to know how they might be able to support our local community by way of social value. For example, could they offer work placement or job opportunities for local young people? Could they fund new local sports facilities for young people? As this will be such a high value contract for them, I was, and still am, keen to know that this contract will go to a company that will give back to our local community.

I received a response that didn't acknowledge any of the above questions but explained that the new energy deal will affect our service charge but that it should be more beneficial for us. That was all the information I was given. I didn't respond because I assumed the extra information I requested would be provided at a later stage.

Last week, I received a second letter about this. I revisited my initial response sent in June and realised that none of the information I had requested was included in the letter or any of the supporting documents online that I could see. I also did a quick bit of research on Inenco and from what I could gather, all of their directors are white men, which tells me they aren't a company invested in diversity.

I emailed NHG on 24 October to let me know if diversity (in Inenco's senior leadership team) was considered when choosing to go with them and what other criteria was considered. I asked for a response by 28 October so that I could make an informed decision as to whether or not to oppose this proposal but I didn't receive a reply.

I'm sure that you've got answers to all of these questions and that all of the above were considered early in the process but without this information, I couldn't effectively consider the proposal – and I imagine many other residents are in a similar position – so I have no choice but to oppose it.

In terms of next steps, please could you provide information on all of the questions I've asked in this email? If I'm satisfied that NHG have considered all of the issues outlined in this email and that Inenco will be providing something by way of social value to our local community, I'll consider withdrawing my opposition.

Thanks so much,



Annie Bletsoe-Brown

From: [REDACTED]
Sent: 29 October 2021 13:02
To: London.RAP@justice.gov.uk; Neil Lawlor
Cc: svcfeedback@nhg.org.uk; samehra.arif@nhg.org.uk; ragell.esther@nhg.org.uk
Subject: Ref: NML/NHH1/3004)

Case Reference: Ref: LON/ooAU/LDC/2021/0209

May we object to application for the following reasons:

1. Our tenancy agreement does not mention this obligation or proposal that we have to “enter in to a new agreement with a nominated company by NHG in order to get gas/electricity supply to communal area’s” in particular to be provided with their services inside our flats which should be our freedom of choice in selecting our suppliers.

2. We residents have not been consulted regarding these plans by NHG neither we were notified in advance.

Please find attached completed form below.

Kind Regards,

[REDACTED]



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	28-10-2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	52 Endeavour HSE, 47 Cuba Street, E14 8G2
Your correspondence address (if different):	
Telephone:	[Redacted]
Email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 29 October 2021 18:01
To: Neil Lawlor
Subject: Fwd: Case Reference: LON/ooAU/LDC/2021/0209 - AVRO HOUSE
Attachments: [REDACTED].jpg

Dear Mr, Lawlor,

I object this, please see the completed application form.

My address is:

Apt 21, Avro House, London, NW9 5HF.

Thank you
[REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, Neil Lawlor from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:

Date:	26 th October 2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	FLAT 21, AYO HOUSE, London, NW9 5HF
Your correspondence address (if different):	[REDACTED]
Telephone:	[REDACTED]
Email:	[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 03 November 2021 14:22
To: HomeOwnershipUtilityDispensation
Cc: Neil Lawlor; [REDACTED]
Subject: Re: Case Reference: LON/ooAU/LDC/2021/0209 - AVRO HOUSE

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Sirs,

I am not happy with the situation.

You are claiming you are SAVING US MONEY!

This is an absolute joke, you are MOST LIKELY to increase our costs.
Everything NHG Homes does, is an absolute MESS.

Regards
[REDACTED]

On Wed, Nov 3, 2021 at 2:18 PM HomeOwnershipUtilityDispensation
<HomeOwnershipUtilityDispensation@nhg.org.uk> wrote:

Hi [REDACTED]

I note that you are concerned about any increase in costs related to this new agreement. The energy supply agreement for which we seek dispensation will be a replacement for the contract under which the present communal energy is provided. The cost of services might of course fluctuate with the market but our intention in seeking dispensation is to acquire the flexibility to obtain contracts as a time and of a length which would provide the best protection from financial uncertainty.

Your other reported worries do not actually concern the energy supply agreement for which we seek dispensation, though they might inform your view of NHG. I have copied your PMO into this response in case these concerns are new to them so that they can resolve them for you.

If you continue to pursue your objection you might be asked to make representation at a hearing to support your objection. As such, I would ask that if you are now satisfied you would withdraw your objection or let us know what beyond cost it is that concerns you regarding the proposed energy supply agreements.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 03 November 2021 12:10
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Cc: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>
Subject: Re: Case Reference: LON/ooAU/LDC/2021/0209 - AVRO HOUSE

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Because the prices are increasing.

They never

I am paying too much.

My building is completely awful the place was trashed by drug dealers and prostitutes.

My yearly annual summary statement is SHORT no explanation.

I received audited accounts on there it says I am due £600 refund NHG Homes won't refund this.

NHG Homes have automatically without my consent have said that I am in arrears when I am not.

They have done this to all the residents here. Basically they are doing fraud.

We have taken this complaint further to my local MP.

WHAT are they doing.

THAT COMPANY IS A JOKE.

THEY were on ITV NEWS regarding Brentford properties 2020.

Go on YouTube you will find out WHY WE ARE ALL ANGRY.

If you need proof let me know.

Thank you

[REDACTED]
On Wed, 3 Nov 2021, 11:57 HomeOwnershipUtilityDispensation, <HomeOwnershipUtilityDispensation@nhg.org.uk> wrote:

Hi [REDACTED]

Is it possible that you could let us know why you object to our application so that we might try to address your concerns?

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk

From: [REDACTED]
Sent: 29 October 2021 18:00
To: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>
Subject: Fwd: Case Reference: LON/ooAU/LDC/2021/0209 - AVRO HOUSE

Dear Mr, Lawlor,

I object this, please see the completed application form.

My address is:

Apt 21, Avro House, London, NW9 5HF.

Thank you

Notting Hill Genesis Email Disclaimer

This message (including any attachments) may contain confidential information and is intended only for the individual(s) named. Distribution, use or reproduction without the sender's prior consent is strictly prohibited. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of Notting Hill Genesis. If you have received this email in error please notify the sender immediately and permanently delete it.

Notting Hill Genesis and its associated companies are registered in England and have their Registered Office at Bruce Kenrick House, 2 Killick Street, London N1 9FL.

Although we have taken precautions to ensure that this email and attachments are free from any virus, we accept no responsibility for viruses that we may have unintentionally transmitted to you within this email and you should check for viruses before opening any attachment.

The electronic communications disclaimer and further information can be found on our website www.nhg.org.uk/legal.

Annie Bletsoe-Brown

From: Ashley Hassell
Sent: 03 November 2021 13:54
To: [REDACTED]
Cc: [REDACTED] london.rap@justice.gov.uk; Neil Lawlor; [REDACTED]
Subject: RE: Attempted service of notice

Hi [REDACTED]

Having received your letter you have written to the Tribunal to state that you have been prejudiced because the date for submitting an objection to our application has passed. This suggests that given the possibility to do so, you would submit an objection and so to negate any prejudice we will try to address any reasons you might have to object.

It is possible in the circumstances that the FTT would consider your objection valid and so you might be asked to make representation at a hearing to support your objection. As such, it would be useful for us to understand your reasons to object and see if we could instead try to resolve them.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 03 November 2021 12:23
To: Ashley Hassell <Ashley.Hassell@nhg.org.uk>
Cc: [REDACTED] london.rap@justice.gov.uk; Neil Lawlor <Neil.Lawlor@devonshires.co.uk>; Abdul Khayum <Abdul.Khayum@nhg.org.uk>
Subject: RE: Attempted service of notice

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Mr Hassell

Thank you for your reply which somewhat misses the point, because my opportunity to object to the proposal has been lost given the timeframes of the tribunal.

I have notified NHG of the address for service of notices in respect of the property at least four times, and NHG has confirmed in writing that its records have been updated accordingly. I have also updated my correspondence address with the Land Registry.

I could not reasonably be expected to have done any more than I have done to ensure that NHG has been properly notified of the address for service of notices in respect to the property. NHG for reasons known only to itself has failed to send the notice to the correct address.

I am sorry that NHG failed to validly or timeously serve this notice on me but that is a problem entirely of NHG's own making and is not mine to resolve.

Yours sincerely

On 3 Nov 2021 11:24, Ashley Hassell <Ashley.Hassell@nhg.org.uk> wrote:

Hi

We apologise that this letter was not sent to the correct address and for the resulting delay.

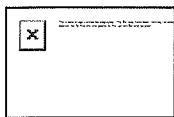
Despite the expiry of the deadline, if you do have observations to make you can still submit these and we will respond.

Kind Regards,

Ashley Hassell
Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroup.org.uk



From: [REDACTED]
Sent: 31 October 2021 16:57
To: info@nhg.org.uk
Cc: [REDACTED] Abdul.Khayum@nhg.org.uk; svcfeedback@nhg.org.uk;
london.rap@justice.gov.uk; samuel.aboagye-berchie@nhg.org.uk; Neil Lawlor
<Neil.Lawlor@devonshires.co.uk>
Subject: Attempted service of notice

Dear Sirs

I am given to believe that you have attempted to serve a notice pursuant to section 20ZA of the L&TA 1985 to me dated 14 October which requested a response by 29 October. This had case reference LON/00AU/LDC/2021/0209.

This notice was sent to me at the address of the property but I have informed you in writing several times, of an alternative address in England and Wales under which notices related to the property should be served. As such this notice was not validly served to me.

This resulted in a delay in me receiving the notice with me not receiving it until after the expiry of the deadline. This has prejudiced my ability to participate in the consultation because the deadline to register an objection has now passed.

As such should you wish to rely on the service of this notice to me then you will need to serve it to me at the address I have provided you for service of such notices.

Yours faithfully

[REDACTED]

Notting Hill Genesis Email Disclaimer

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Notting Hill Genesis and its associated companies are registered in England and have their Registered Office at Bruce Kenrick House, 2 Killick Street, London N1 9FL.

Although we have taken precautions to ensure that this email and attachments are free from any virus, we accept no responsibility for viruses that we may have unintentionally transmitted to you within this email and you should check for viruses before opening any attachment.

The electronic communications disclaimer and further information can be found on our website www.nhg.org.uk/legal.

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 06 November 2021 14:48
To: london.rap@justice.gov.uk; Neil Lawlor; svcfeedback@nhg.org.uk
Subject: Objection to application for dispensation under s.20ZA L&TA 1985
Attachments: We found suspicious links; REPLY FORM FOR LEASEHOLDERS.pdf; OBJECTION to application to dispense with consultation requirements.docx; Artefact 1 - section 20ZA notice.pdf; Artefact 2 - initial notification of address for service of notices.pdf; Artefact 3 - letter notifying the landlord of address for service of notices.pdf; Artefact 4 - subsequent email notification of address for service of notices.pdf; Artefact 5 - subsequent email notification of address for service of notices.pdf; Artefact 6 - evidence that the cheque enclosed with the letter notifying the address for service had been crossed.pdf; Artefact 8 - NHG response admitting that correspondence addresses have not been used for notices.pdf

Dear Sirs

Please find attached a reply form for leaseholders and details of the objection to application for dispensation under s.20ZA *Landlord and Tenant Act 1985*.

The relevant reference numbers in respect of this application are:

Tribunal: LON/00AU/LDC/2021/0209
Landlord's solicitor: NML/NHH1/2004

Yours faithfully
[REDACTED]

Sent from Outlook



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	6 NOVEMBER 2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	FLAT 4, EDWARD HEYLYN HOUSE 15, THOMAS FYRE DRIVE LONDON. E3 2ZL
Your correspondence address (if different):	17 GREAT GARDENS ROAD, HORNCHURCH. RM11 2BB
Telephone:	[REDACTED]
Email:	[REDACTED]

OBJECTION

I respectfully petition that this objection to the application by Notting Hill Genesis to dispense with consultation under section 20ZA *Landlord and Tenant Act 1985* be admitted to the tribunal notwithstanding its submission after the deadline of 29 October. The reason for the delay in submission of this objection is that the applicant purported to serve the notice in respect of its application to me at the property address, despite me notifying the applicant of an alternative address in England and Wales to which notices in respect of the property should be served.

The grounds for objection to this application are that the applicant has failed timeously or at all to serve notice of its application to dispense with consultation requirements on all affected leaseholders. Details in respect of this failure are recorded below.

1. Failure on the part of the applicant validly or timeously to serve the notice

The applicant purported to serve a notice dated 14 October 2021 in respect of this application to the address of my leasehold property, and invited responses to be submitted by 29 October 2021, affording a window to enable the recipient to read and understand the implications of the notice of 15 days, not accounting for time that the notice was in the post¹.

Prior to the date of the notice I notified the applicant in writing of an alternative address in England and Wales to which notices in respect of the property should be served. The first such notification was sent to the applicant by email on 02 January 2021². Subsequent notifications were sent to the applicant by letter on 04 March 2021³, and by email on 23⁴ and 29 March⁵. I am confident that the letter notifying the applicant of the address for service of notices was received because the applicant crossed the enclosed cheque which was included in settlement of a ground rent demand on or before 12 March 2021⁶. The applicant provided confirmation that its records had been updated to reflect the change of correspondence address on 31 March 2021⁷, more than six months ahead of the date of the notice. I have also updated my address in respect of this property with the Land Registry.

Notwithstanding my notification to the applicant of an alternative address within England and Wales for the service of notices, and my repeated and persistent efforts to ensure that the applicant had taken notice of the alternative address for such service, the applicant nevertheless served the notice instead to the property address. This resulted in a delay in me receiving the notice which did not arrive in my possession until after the expiry of the deadline to register an objection.

It is my contention that I have made every reasonable effort to notify the applicant of the correct address within England and Wales for the service of notices and that the applicant has no reasonable excuse for its failure to serve the notice in accordance with my instructions.

¹ See Artefact 1

² See Artefact 2

³ See Artefact 3

⁴ See Artefact 4

⁵ See Artefact 5

⁶ See Artefact 6

⁷ See Artefact 7

The time window afforded by the applicant for the recipient to read, digest, understand the implications of and respond to the notice would have been very tight even if the notice had been properly and timeously served to the correct address. The delay in receiving the notice as a result of the applicant's omission has amplified the adverse impact of this short time window.

The applicant's failure to properly and timeously serve the notice to the address within England and Wales of which the applicant has been notified that such notices should be served is clearly prejudicial to the intended recipient of such a notice and has deleteriously impacted my ability to read, digest, understand the implications of and respond to the notice.

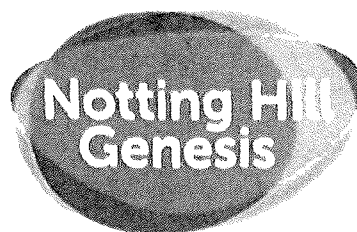
Furthermore, I can only infer that if the applicant failed to serve the notice in respect of my property to the correct address for service, that the same may be true of other leaseholders that have specified an alternative address within England and Wales for the service of notices. By way of email dated 04 November 2011, the applicant admitted that owing to a reporting error notices sent by the applicant have not been sent to updated correspondence addresses⁸. Such leaseholders may not, therefore, have received the notice at all, and will therefore not be aware of this application or be afforded the opportunity to file an objection to it should they oppose.

2. Defective notice

Despite being sent to my property address as opposed to the alternative address within England and Wales to which notices should be served that had been notified to the applicant, the notice that the applicant purported to serve gave incorrect details of the property to which the purported notice pertains.

The purported notice indicates that it was prepared in respect of Flat 7, Edward Heylyn House, which is not the address of my property. As such the applicant has failed to serve a notice in respect of this application in relation to the correct property.

⁸ See Artefact 8



www.nhg.org.uk

017074

Flat 4
Edward Heylyn House
15 Thomas Fyre Drive
London
E3 2ZL

14 October 2021

Dear [REDACTED]

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

Property Address: FLAT 7, EDWARD HEYLYN HOUSE, 15 THOMAS FYRE DRIVE, LONDON, E3 2ZL

Notting Hill Genesis (NHG) proposes to enter into a new agreement with an energy broker and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within Notting Hill Genesis.

NHG has made an application to seek dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all the consultation requirements imposed on the landlord by section 20 of the 1985 Act.

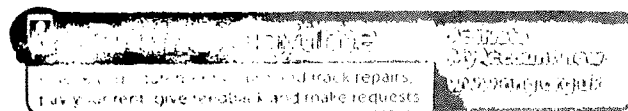
A copy of the application, statement of case, supporting documents and a copy of the directions are available on our website: www.nhg.org.uk/utility-dispensation/, if you have any questions in relation to this application please submit by **29th October 2021**.

If you wish to receive a printed copy of the application and these directions please send a written request to Samuel Aboagye-Berchie, Notting Hill Genesis, Bruce Kenrick House, 2 Killick Street, N1 9FL and the documents will be mailed to you.

As the application progresses additional documents will be added to our website, including the final decision of the tribunal that will be uploaded on or after **29th October 2021**.

If you wish to oppose this application this must be done by **29th October 2021**.

Notting Hill Genesis
Bruce Kenrick House Phone 020 3815 0000
2 Killick St, London, N1 9FL Email info@nhg.org.uk



Notting Hill Genesis is a charity incorporated as a community benefit society and is registered as a charity under the Charities Act 2011 (7741) and is registered with the regulator of social housing as a social housing provider. Registered office: Bruce Kenrick House, 2 Killick Street, London, N1 9FL.

1634306646017074 0102000 / 68293

- Complete the attached reply form and send it by email to the tribunal; and
- Send NHG, by email: svcfeedback@nhg.org.uk or by post, a statement in response to the application with a copy of the reply form. You should send with your statement copies of any documents that support your application.

NHG will by the **22nd November 2021**:

- 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 NHG require, including the application form, these and any subsequent directions, copies of any replies from leaseholders/tenants and any relevant correspondence with the tribunal;
- Upload a copy of the bundle to our website;
- Write to you, by email and/or post, providing you with a link to the uploaded bundle or, if you request one, a paper copy of the bundle;
- Also send an email to the tribunal at London.Rap@justice.gov.uk with a similar link to the uploaded bundle, that can be downloaded by the tribunal.

The tribunal will determine this application during the seven days commencing **6th December 2021** based on written representations.

Yours sincerely

S Aboagye-Berchie

Samuel Aboagye-Berchie
Service Charge Officer – S20 | Business Improvement Directorate

email: svcfeedback@nhg.org.uk
Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, N1 9FL

Attached: Reply Form for Leaseholders/Tenants (*to complete*)

NOTES

- Whenever you send a letter or email to the tribunal you must also send a copy to the other parties (or, in the case of the applicant, post a copy on their website) and note this on the letter or email.
- 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.
- 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").
- 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.



Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	

Re: EWS1 Form and if not Request to Let - Urgent due to baby on the way!

[REDACTED]

Sat 02/01/2021 09:51

To: Esther Cogni <Esther.Cogni@nhg.org.uk> [REDACTED]; Tom Bowles <Tom.Bowles@nhg.org.uk>; Daven Hinkson <Daven.Hinkson@nhg.org.uk>; Abdul Khayum <Abdul.Khayum@nhg.org.uk>

Dear Esther

Kindly take note of our updated address for any notices and other correspondence in respect of the property Flat 4 Edward Heylyn House as below and update your records accordingly:

17 Great Gardens Road, Hornchurch, RM11 2BB.

Could you also please advise whether there is any progress in respect of obtaining an EWS1 certificate in respect of the building.

Kind regards

[REDACTED]

Sent from Outlook

From: [REDACTED]

Sent: 29 July 2020 15:52

To: Esther Cogni <Esther.Cogni@nhg.org.uk>; [REDACTED] Tom Bowles <Tom.Bowles@nhg.org.uk>; Daven Hinkson <Daven.Hinkson@nhg.org.uk>; Abdul Khayum <Abdul.Khayum@nhg.org.uk>

Subject: Re: EWS1 Form and if not Request to Let - Urgent due to baby on the way!

Thanks for the confirmation.

Kind regards

[REDACTED]

Sent from my Huawei phone

----- Original message -----

From: Esther Cogni <Esther.Cogni@nhg.org.uk>

Date: Wed, 29 Jul 2020, 15:42

To: [REDACTED], [REDACTED], Tom Bowles <Tom.Bowles@nhg.org.uk>, Daven Hinkson <Daven.Hinkson@nhg.org.uk>, Abdul Khayum <Abdul.Khayum@nhg.org.uk>

Subject: RE: EWS1 Form and if not Request to Let - Urgent due to baby on the way!

Hi [REDACTED]

[REDACTED]
17 Great Gardens Road
Hornchurch
RM11 2BB

Thursday, 04 March 2021

Notting Hill Home Ownership
Bruce Kenrick House
2 Killick Street
London
N1 9FL

Commonhold and Leasehold Reform Act 2002, section 166

Property Ref: 14127572

Payment Ref: 50124550

Please find enclosed payment in respect of the Ground Rent Demand for 1st April 2021 to 31st March 2022 dated 26th February 2021 which was addressed to me at the address of the demised property

Pursuant to section 166(6) *Commonhold and Leasehold Reform Act 2002* please be hereby advised that any notices in respect of this property of any type whatsoever should be sent to the address cited at the head of this letter to be validly served. I shall interpret the encashment of the cheque contained herein in settlement of this ground rent liability as your acknowledgement in respect of this instruction.

Yours sincerely

[REDACTED]
[REDACTED]



PO Box 8888, Swindon SN3 1TS
www.nationwide.co.uk

[REDACTED]
[REDACTED] : [REDACTED]
Date 4 MARCH 2021

www.communisis.com 9508 07/12

Pay NOTTING HILL HOME OWNERS HP

£ 200 ——— 00

26
05
15

TWO HUNDRED POUNDS ONLY

[REDACTED]
[REDACTED]

Cheque Number

Sort Code

Account Number

A/C PAYEE

|| [REDACTED] || [REDACTED] || [REDACTED]

GROUND RENT FOR 1/4/2021-31/3/2022
IN RESPECT OF FLAT 4, EDWARD HEYLYN HOUSE,
15 THOMAS PYRE DRIVE, LONDON. E3 2ZL
PROPERTY REF-14127572

SETTLEMENT OF ABOVE MENTIONED GROUND
RENT LIABILITY ONLY AND NOT TO BE USED
TOWARD ANY OTHER ACCOUNT.

Change of correspondence address for notices etc

[REDACTED]

Tue 23/03/2021 11:42

To: abdul.khayum@nhg.org.uk <abdul.khayum@nhg.org.uk>

Cc: [REDACTED]

Abdul

I have asked NHG twice now to update the correspondence address on my account: once on 2 January (in which you were one of the recipients) and again in my letter paying the ground rent which I know you received on or before 12 March because the cheque contained therein was crossed on that date.

I have now received *another* letter addressed to me at the property rather than at my correspondence address dated 17 March i.e. after Genesis has been informed at least twice of my new address for correspondence. That letter also indicates that I owe a monthly amount amount ground rent which is incorrect because I have settled the entire balance for ground rent by cheque.

Can you please urgently ensure that all relevant records are updated to (1) reflect that all correspondence in respect of my property be sent to my correspondence address, which is 17 Great Gardens Road, Hornchurch RM11 2BB and (2) reflect that the ground rent for 2021-22 has been paid and that therefore no monthly amount is payable in this respect.

Please confirm both of these actions by return as it is extremely tiresome to find out that something simple that I have asked to be done twice has not been actioned.

Looking forward to your prompt confirmation.

[REDACTED]

Re: Change of correspondence address for notices etc

[REDACTED]
Mon 29/03/2021 13:05

To: abdul.khayum@nhg.org.uk <abdul.khayum@nhg.org.uk>

Cc: [REDACTED]

Abdul

Can you please confirm that the records have been updated appropriately?

Regards
[REDACTED]

On 23 Mar 2021 11:42, [REDACTED] wrote:

Abdul

I have asked NHG twice now to update the correspondence address on my account: once on 2 January (in which you were one of the recipients) and again in my letter paying the ground rent which I know you received on or before 12 March because the cheque contained therein was crossed on that date.

I have now received *another* letter addressed to me at the property rather than at my correspondence address dated 17 March i.e. after Genesis has been informed at least twice of my new address for correspondence. That letter also indicates that I owe a monthly amount ground rent which is incorrect because I have settled the entire balance for ground rent by cheque.

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Please confirm both of these actions by return as it is extremely tiresome to find out that something simple that I have asked to be done twice has not been actioned.

Looking forward to your prompt confirmation.
[REDACTED]

Statement

FlexPlus Account

[Change account description](#)

 Overdraft limit: [REDACTED] ([Manage overdraft](#))

IBAN: [REDACTED]

Balance: [REDACTED] Available balance: [REDACTED]

You can view details of your transactions for the previous 15 months. Choose a date range or enter your own dates using the options below. You can view older transactions in your [previous statements](#) area. You can check the outcome of recent faster payments on the [Faster payments status](#) page.

Unknown transactions on your account

If you notice a payment or transaction on your statement that you don't recognise or did not authorise, take a look at our [unknown transactions support page](#) to find out what might have caused it and what to do next.

We've improved your statement for this account so all of your account information is available in one place and is always up to date.

 Dates displayed: **12 Mar 2021 - 12 Mar 2021**
[Last month](#)
[Last 3 months](#)
[Last 6 months](#)
[Last 12 months](#)
[Enter dates](#)

 Transaction type: **All transaction types;** [Filter transactions](#)

Date	Transaction type	Description	Paid out	Paid in	Balance
12 Mar 2021	Cheque	[REDACTED]	£200.00		[REDACTED]

Date printed: 1st Nov 2021

RE: Notice of Intention for a QLTA for Estate Services

[REDACTED]
Thu 04/11/2021 13:01

To: [REDACTED]

Cc: Abdul Khayum <Abdul.Khayum@nhg.org.uk> [REDACTED]

Hi [REDACTED]

I checked your property on our systems yesterday and this is the correspondence address that we do have recorded for you:

CORRESPONDENCE ADDRESS

17 Great Gardens Road
Hornchurch
RM11 2BB

If this is incorrect, please let me know and I will update it.

I would have confirmed this yesterday but did not want to disclose it without your permission to the FTT and our solicitors.

There has been an issue with our reporting which has meant that updated correspondence addresses shown on the system have not been shown in the report we use to generate a mail merge. We identified this issue after that fact and have worked with our IT department to resolve the issue.

We are due to send another notice in the next couple of weeks and I will check personally that your correspondence address is correct.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroupp.org.uk



From: [REDACTED]

Sent: 04 November 2021 12:41

To: Notting Hill Housing <info@nhg.org.uk>

Cc: Abdul Khayum <Abdul.Khayum@nhg.org.uk>; Ashley Hassell <Ashley.Hassell@nhg.org.uk>; [REDACTED]

Subject: Notice of Intention for a QLTA for Estate Services

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Sirs,

I have today been made aware of **YET ANOTHER** notice in respect of my property which was sent to the property address (see attached).

I have notified NHG, in writing, on at least four occasions of an alternative address within England and Wales to which notices in respect of the property should be served, and I have also made the relevant update with the Land Registry. NHG confirmed to me by way of email on March 31 that its records had been updated to ensure that this would be the case.

Please urgently confirm that NHG will act on my instruction to serve any notices in respect of my property to the correct alternative address, and confirm why this instruction has been disregarded to date.

Yours faithfully

[REDACTED]

Sent from [Outlook](#)

Notting Hill Genesis Email Disclaimer

This message (including any attachments) may contain confidential information and is intended only for the individual(s) named. Distribution, use or reproduction without the sender's prior consent is strictly prohibited. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of Notting Hill Genesis. If you have received this email in error please notify the sender immediately and permanently delete it.

Notting Hill Genesis and its associated companies are registered in England and have their Registered Office at Bruce Kenrick House, 2 Killick Street, London N1 9FL.

Although we have taken precautions to ensure that this email and attachments are free from any virus, we accept no responsibility for viruses that we may have unintentionally transmitted to you within this email and you should check for viruses before opening any attachment.

The electronic communications disclaimer and further information can be found on our website www.nhg.org.uk/legal.

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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


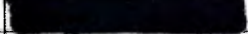
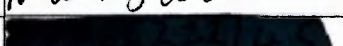
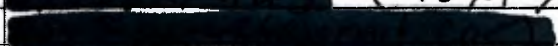
If you do object please complete and return this form to:

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London.RAP@justice.gov.uk

And send a copy to the landlord's representative, **Neil Lawlor** from
Devonshires Solicitors LLP
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	
Signature:	
Print Name:	
Address of affected property:	20 Dragonfly court 3 hezbourne crescent NW9 5UH
Your correspondence address (if different):	7 Dragonfly court 3 hezbourne crescent NW9 5UH
Telephone:	 (text)
Email:	

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	27/10/2021
Signature:	
Print Name:	[REDACTED]
Address of affected property:	107 PARKSIDE WAY HARLOW HA2 6DS
Your correspondence address (if different):	
Telephone:	[REDACTED]
Email:	

SUPPORTED CARE HOME

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	27/10/2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	5 BALL HOUSE LONDON 6 HERONROWE RD NW9 5AW
Your correspondence address (if different):	
Telephone:	[REDACTED]
Email:	

Mr Neil Lawlor
Devonshires Solicitors LLP
30 Finsbury Circus
LONDON EC2M7DT

Ref: NML/NHH1/3004

[REDACTED]
Flat 5
13-15 Gittletou Road
LONDON W9 2DD

26 - October 2021

Dear Mr Neil Lawlor.

THE FIRST-TIER TRIBUNAL PROPERTY CHAMBER
(RESIDENTIAL PROPERTY) Case Reference:
DN100AU/LDC/2021/0209

Thank you for the opportunity to object to Nothing Hill Genesis (NHG) on the following.

My landlord of Nothing Hill Genesis (NHG) intends to seek dispensation from section 20ZA of the Landlord and Tenant Act 1985. And also from all the consultation requirements imposed on the landlord by section 20 of the 1985 Act. I see too much expense for the landlord here so, I do object.

Due to lack of electronic-mail I'm not attempting correspondence with my landlord's office on the matter.

If attending to the outcome of the hearing is feasible, please let me know.
I thank you in anticipation.

[REDACTED]
[REDACTED] / Tenant: [REDACTED]
[REDACTED] on [REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from
Devonshires Solicitors LLP
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do wish to attend an oral hearing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	<div style="background-color: black; color: black; display: inline-block; width: 100px; height: 1em; margin-bottom: 2px;"></div> FLAT 5 - 13-15 GRITTLETON ROAD LONDON W9 2JD	

Please also complete the details below:

Date:	26 - OCTOBER 2021
Signature:	<div style="background-color: black; color: black; display: inline-block; width: 100px; height: 1em;"></div>
Print Name:	<div style="background-color: black; color: black; display: inline-block; width: 100px; height: 1em;"></div>
Address of affected property:	13-15 - FLAT 5, GRITTLETON ROAD LONDON W9 2JD
Your correspondence address (if different):	
Telephone:	<div style="background-color: black; color: black; display: inline-block; width: 100px; height: 1em;"></div>
Email:	NO OUTGOING EMAIL - DISFUNCTIONAL BROADBAND -

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	28/10/22
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	53 A Bruce Rd. NW10 8RE
Your correspondence address (if different):	[Redacted]
Telephone:	[Redacted]
Email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 06 December 2021 10:16
To: Neil Lawlor
Subject: Leaseholder
Attachments: IMG_20211206_101326.jpg

Good morning
My name is [REDACTED] and I am sending my leaseholder application.

Regards
[REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	22/11/21
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	405 Leven Court Barnard Square IPSWICH IP2 8FE
Your correspondence address (if different):	[Redacted]
Telephone:	[Redacted]
Email:	[Redacted]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	27/10/2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	107 PARKSIDE WAY HARRLOW HA2 6DB
Your correspondence address (if different):	[REDACTED]
Telephone:	[REDACTED]
Email:	[REDACTED]

SUPPORTED CARE HOMES

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 28 October 2021 17:07
To: HomeOwnershipUtilityDispensation
Subject: 13 Chesterton Road payment reference 21030001

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear [REDACTED]

We manage the basement flat at the above property and we are usually sent all correspondence relating to the flat but have received nothing in respect of this.

Would you please confirm what savings you intend to make by taking out a contract for more than a year, common parts electricity is relatively low compared with the actual flats, after all it is only lighting. The market in a year's time may be different, there is a lot of scaremongering around. We are constantly speaking to different energy suppliers on the buildings we manage and only ever take out a year's contract, the main thing we look for is the lower standard charge which far outweighs the cost of actual electricity used.

Also what are the costs of this going to the FTT, will this be less than the savings you intend to make on a long term contract or more?

As you should be aware the residents of the building are enfranchising and this is something that should also be discussed with them before tying them in to a long terms contract.

We are opposed to your asking for dispensation regardless of the fact that time is of the essence in this ever changing market, on the grounds that the costs are prejudicial to the leaseholders.

Kind Regards

[REDACTED]

[REDACTED]

[REDACTED]

T. [REDACTED]

W. [REDACTED]

PRS Property
Redress
Scheme

CMP
Central Mortgage Protection

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Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 28 October 2021 16:41
To: [REDACTED]
Subject: RE: Utility Broker and Energy Supply Agreements

Hi [REDACTED]

At present freeholders do not have the same rights for consultation or to dispute service charges that are available to other tenures. This is because the landlord and tenant legislation which defines those rights limits them to leaseholders and assured tenants that pay a variable service charge. The government has committed to change this at some point but has not set out plans to do so.

Because of this, freeholders will not be affected by the application itself as the FTT has no jurisdiction over freeholds and freeholders cannot apply to FTT for a determination. However, we have included freeholders who live on our estates that contribute towards these service charges in our correspondence so that they are aware and can still express an opinion if they wish to do so.

It was a requirement of the FTT directions that we issued the correspondence to residents by first class post on or before 18 October and the FTT chose to give residents until 29 October to submit a response.

Kind Regards,

Ashley Hassell
Policy and Projects Manager | Home Ownership

phone: 020 3815 1320 | email: ashley.hassell@nhg.org.uk
Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL
www.nhgggroup.org.uk

-----Original Message-----

From: [REDACTED]
Sent: 28 October 2021 14:36
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Cc: The Exchange Tra <[REDACTED]>
Subject: Utility Broker and Energy Supply Agreements

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Team,
I email in reference to your letter to NHG residents' dated 18th October 2021.

As a Freeholder, under NHG management, I can not see any reference to Freeholders being included as part of the dispensation process. Please would you advise?

I also note that given when the letter was received in the mail, and the closing date for comments regarding these materials, very little time has been allowed for individual or community review and discussion. To allow for an extended period for review and feedback might be beneficial.

Kind regards, [REDACTED]

[REDACTED]
[REDACTED]

6 Woodmill Str SE16 3GG

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 30 November 2021 10:25
To: [REDACTED]
Cc: Nicola Elston
Subject: RE: utility broker and energy supply agreements

Hi [REDACTED]

Unfortunately for such correspondence we choose to correspond with our residents by letter and not email. Though the PMO might choose to engage with residents by email on request, such correspondence will continue to be sent by post.

The dispensation application concerns our desire to enter into long term agreements for energy in order to obtain the best value, not the broker agreement that has already been agreed having carried out a full tender last year. There was no consultation for that contract because, despite the length of the contract (over 12 months), the cost of the services is not of a value that would require consultation. The cost of the broker would be a proportion of the total contract sum which is why it is such a low amount for any resident.

It is not possible to tell what the costs of the proposed contract would be at this time. If we obtain dispensation then we would seek to obtain a long term agreement if our broker advised us that that was the best option in the market. However, because energy is a commodity traded on the wholesale market with prices changing minute by minute, competitive quotations for energy are only held open for a matter of hours. This is the reason we have sought dispensation, because any landlord is prevented from providing estimates to residents for a consultation as those estimates are not valid for the length of time required to meaningfully consult.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: Nicola Elston <Nicola.Elston@nhg.org.uk>
Sent: 05 November 2021 12:46
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Cc: [REDACTED]
Subject: FW: utility broker and energy supply agreements

Hi Team,

Please see the below email relating to the Utility dispensation letter that was sent out.

I will respond to the question regarding the electricity usage on the 20/21 accounts in the separate email mentioned.

Kind Regards

Nicola Elston

Property Management Officer

phone: 020 3815 0913 | email: nicola.elston@nhg.org.uk

Notting Hill Genesis 1 Sussex Place Hammersmith W6 9EA

www.nhgggroup.org.uk



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From: [REDACTED]
Sent: 01 November 2021 14:11
To: Nicola Elston <Nicola.Elston@nhg.org.uk>
Subject: utility broker and energy supply agreements

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Hi Nicola,

I received your letter 18/10/21 about utility broker and energy supply agreements again please only email going forward.

As in my previous email the cost of electricity for 20/21 was higher because the builders from flat A were using the socket in the communal hall when they didn't have any electricity supply so please take note of this when estimating the cost.

What will the cost be to leaseholders of using this broker?

Kind regards,

[REDACTED]

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 03 November 2021 12:23
To: [REDACTED]
Subject: RE: 20614001

Dear [REDACTED]

Thank you for your email.

As your property does not have a communal area that uses utilities, the letter we sent you regarding the utility dispensation can be disregarded as it does not affect you.

Apologies for any confusion caused but thank you for taking the time to get in touch.

All the best,

Niamh Lewendon

Policy and Projects Officer | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL
www.nhgggroup.org.uk



From: [REDACTED]
Sent: 19 October 2021 12:01
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: 20614001

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear NHG

Just to inform you that we will continue to arrange our own energy supply

Regards

[REDACTED]
5 Shilling Place. W7 1HN

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 30 November 2021 09:57
To: [REDACTED]
Subject: RE: - Utility Broker and Energy Supply Agreements....

Hi [REDACTED]

Each time there is a consultation you raise the same point but as the consultation requirements are set in law the answer is always going to be the same. Here is a summary for you to review if you would like to take the time: [Section 20 Consultation for Council and other public sector landlords - The Leasehold Advisory Service \(lease-advice.org\)](#). These have been prepared by the leasehold advisory service which is funded by government to give advice to leaseholders.

The utility broker agreement already agreed is not considered a QLTA because, despite the length of the contract which is over 12 months, the cost of the services is not of a value that would require consultation (i.e. £100.00 in any one service charge period). But any energy supply agreement would be considered a QLTA if the term of that individual agreement exceeded 12 months. This is the plain reason you have not been consulted on it – because that is not a requirement – and we would only consult tenants paying a variable service charge because that is what is required but all our leaseholders pay a variable service charge.

We conduct an annual consultation on the service charge estimate prior to it being set and section 20 consultations on any contracts for which there is a requirement. This might not meet everybody's expectations for transparency but it is a customer offer that exceeds the legislative requirements and that we are content with. As the consultation requirements were set by the secretary of state in fulfilment of the powers set in the Commonhold and Leasehold Reform Act 2002, only the secretary of state or parliament can amend these, it is not in my power or that of NHG.

Though you might raise the same point next time we deliver a section 20 consultation, I will not be able to respond differently and any response which is not an observation on the particular contract might be set aside and not provided a response.

Kind Regards,

Ashley Hassell
Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroup.org.uk



From: [REDACTED]
Sent: 05 November 2021 23:23
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: Re: - Utility Broker and Energy Supply Agreements....

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Hi [REDACTED]

Thank you very much for the email. Sorry I wasn't aware Victoria had left, appreciate you replying to my email.

I'm concerned that leaseholders, as I am, are not consulted in decisions regarding items in our service charges which we pay for ourselves. I have always expressed in LSP meetings over the years there should be more transparency in how the service charges items are costed!

“Certain customers refers to the fact that only customers who pay a variable service charge for utility costs would need to be consulted.”

With regards to your paragraph above, I really don't understand that only customers who pay the variable service charge for utility costs are consulted. We, 3 x residents in our property, pay an electricity bill and should be consulted!

“For a contract to be considered a QLTA that requires consultation it must be (a) for a term exceeding 12 months and (b) lead to leaseholders incurring more than £100.00 in any service charge period. This would not apply to the brokerage contract already agreed because the value of that contract per resident would be diffuse”.

With regards to the above paragraph, (a) term exceeding 12 months, obviously the service charges are costed 1st April to 31st March (12 months) and wouldn't exceed 12 months! Therefore I don't understand this point.

Point (b) we often incur more than £100 in any service charge period! Again this point is not clear and also needs clarification.

I just feel leaseholders and I have been one for a very long time, should have been consulted before this the contract with Ineco went ahead. We need to have more input, transparency and say in what we are paying for in our service charges. It's important and NHG should acknowledge this. I'm disappointed to say the least!

Look forward to hearing from you regarding the above queries.

Kind regards

[REDACTED]

Sent from my iPad

On 28 Oct 2021, at 16:20, HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk> wrote:

Hi [REDACTED]

Victoria left NHG in the summer I am afraid as her visa expired.

Certain customers refers to the fact that only customers who pay a variable service charge for utility costs would need to be consulted.

For a contract to be considered a QLTA that requires consultation it must be (a) for a term exceeding 12 months and (b) lead to leaseholders incurring more than £100.00 in any service charge period. This would not apply to the brokerage contract already agreed because the value of that contract per resident would be diffuse.

Please find the documents referred to in our letter attached. They are also available here: [Utility dispensation | Notting Hill Genesis \(nhg.org.uk\)](#)

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk

<image002.jpg>

From: [REDACTED]

Sent: 25 October 2021 14:40

To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>

Cc: Victoria.onyon@nhg.org.uk

Subject: Re: - Utility Broker and Energy Supply Agreements....

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Victoria,

My Property Reference:- 11316001

Thank you very much for the letter I recently received dated 18th October.


I'm concerned that it mentions on the first page "required to consult certain customers" what does it mean by certain customers?

Also why is the Utility broker agreement not considered a QTLA? It would have been nice to be consulted and have some input in the contract!

Can you please email me all the relevant FTT documentation including as listed, application, statement, supporting documents and directions.


Looking forward to hearing from you and receiving the documentation requested. Appreciate your very kind help in this matter.

Kind regards



Sent from my iPad

On 10 May 2021, at 10:45, HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk> wrote:

Dear 

Thankyou for your email. We have received additional information from our Energy Supply team about how the contract with Ineco works which I have summarised below for you.

The broker includes their cost into the standing charges that form part of the gas and electricity bills that are charged to NHG and residents as well if they incur a portion of the costs. With an annual fee of approximately £135,000 spread across our property portfolio of more than 60,000 properties, this means that each household in essence pays a little over £2 per year for these services.

We take a value-for-money approach to all our activities and ensure that it is central to regular business planning, performance monitoring and decision making. NHG conducted out a very rigorous public procurement to appoint Inenco as an expert energy. NHG will only enter into the most economically advantageous contracts for both NHG and its residents which means the cheapest in terms of price. The following safe guards are in place to maximise savings to NHG and residents;

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 23 December 2021 15:32
To: [REDACTED]
Subject: RE: NHG's section 20 proposal on energy broker - comments from Flat 26, Costermonger, The Exchange PR 23663122

Hi [REDACTED]

Please find below answers to your questions. Because we had asked the FTT for directions to extend the period for correspondence we have not responded until now but this correspondence will all be included in our bundle sent to FTT for consideration of our application.

There are always additional costs associated with new parties introduced. It is not clear what the commission payments are under the arrangements being sought (either commissions for NHHO, or for brokers, intermediaries or others). What is the limit and how can these be checked?

This question concerns the Inenco brokerage contract which as explained in our correspondence is a contract that has already been agreed and which was not the subject of consultation as it was not a QLTA for which consultation is required.

This dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult, and not the Inenco contract any fees incurred under which would be recoverable where leases allow NHG to recover the cost of contractors advice or services for the provision of services or landlord obligations.

What exactly will be affected, the service charge bills, the Switch 2 costs, or if it is just for communal electricity?

The dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult. These are contracts for utilities for communal lighting, heating and domestic too where heat is supplied communally but are separate to contracts in place for other services such as energy billing.

What is the point of residents checking the charges retrospectively, when accounts are finalised, to ascertain reasonableness. What can we do if we find that they are not reasonable?

It is only once accounts have been finalised that the final cost is known and reasonableness can be assessed. If once accounts have been finalised residents consider that the costs are not reasonable they can seek a determination from the FTT regarding that, the same remains the cause for utility supply agreements if we obtain dispensation as that does not alter that right.

Kind Regards,

Ashley Hassell
Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

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From: [REDACTED]
Sent: 29 October 2021 13:12
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: NHG's section 20 proposal on energy broker - comments from Flat 26, Costermonger, The Exchange PR 23663122

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Hello,

In general I don't feel NHG communication is effective or allows me to be in a position to assess the proposal. In addition, I understand our TRA has not received a copy, surely they should do.

Here are some comments:

- There are always additional costs associated with new parties introduced. It is not clear what the commission payments are under the arrangements being sought (either commissions for NHHO, or for brokers, intermediaries or others). What is the limit and how can these be checked?
- What exactly will be affected, the service charge bills, the Switch 2 costs, or if it is just for communal electricity?
- What is the point of residents checking the charges retrospectively, when accounts are finalised, to ascertain reasonableness. What can we do if we find that they are not reasonable?

Thank you

[REDACTED] (Flat 26, Costermonger, PR 23663122)

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Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 23 December 2021 15:22
To: [REDACTED]
Subject: RE: Clarification on Commissions: Utility broker and Energy Supply Agreement

Hi [REDACTED]

Please find below answers to your questions. Because we had asked the FTT for directions to extend the period for correspondence we have not responded until now but this correspondence will all be included in our bundle sent to FTT for consideration of our application.

It is not clear if the structure proposed allows any commission payments or contains any sleeved payments to the supplier that will be ultimately passed through to the tenants under the arrangements being sought (either commissions for NHHO, or for brokers, intermediaries or others). If allowed, if there is any limit / consultation on the commissions, how we can check these.

This question concerns the Inenco brokerage contract which as explained in our correspondence is a contract that has already been agreed and which was not the subject of consultation as it was not a QLTA for which consultation is required.

This dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult, and not the Inenco contract any fees incurred under which would be recoverable where leases allow NHG to recover the cost of contractors advice or services for the provision of services or landlord obligations.

It is not clear how residents will be able to check the charges retrospectively, under this arrangement, when accounts are finalised, to ascertain reasonableness.

The cost of any future utility supply agreement will be demonstrated in the service charge accounts as occurs at present. Invoices for these services will continue to be available to residents upon request once accounts have been published.

It is not clear if the proposals in question would impact the service charge bills and / or the Switch 2 costs as these are linked to the gas supply of the plant room, or if it is just for communal electricity.

The correspondence explains that the dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult. These are contracts for utilities for communal lighting, heating and domestic too where heat is supplied communally but are separate to contracts in place for other services such as energy billing.

NH say they have answered residents questions, but we do not feel concerns have not been alleviated and communication has not been felt to be effective.

We have answered all questions received to the best of our ability and will include all correspondence related to our dispensation application with residents to the FTT for consideration.

For freeholders, it was not clear if they had included freeholders in the consultation, as insufficient information was available in the documents provided to ascertain this. So impossible to tell if the total number of homes they'd asked the dispensation to cover did or did not include freeholders. They had sent all the freeholders the same leaseholder s20 letters (without cover note to explain situation). NH since confirmed to a freeholder that

they sent all freeholders the same letters as leaseholders as a courtesy, however the consultation does not apply to freeholders due to the law concerned.

We suggest that to inform freeholders of our dispensation, in advance of the requirements for law could not be considered a fault and as pointed out have explained why freeholders have been included where they have sought to ask.

It was noticed that some documents are not present so we can't check those and they also didn't send the letter to the TRA

A copy of our letter was sent to the TRA by post and a copy of the letter sent to the TRA was also sent by PDF to the secretary when we were told that she believed she did not receive a copy. The copy of the letter was the same as that which was sent to each resident so that the contents of our letter were known by the TRA and coordinated observations sent by residents and the TRA in response to our letter.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroup.org.uk



From: [REDACTED]

Sent: 29 October 2021 11:34

To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>

Subject: Clarification on Commissions: Utility broker and Energy Supply Agreement

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Please find below my comments.

- It is not clear if the structure proposed allows any commission payments or contains any sleeved payments to the supplier that will be ultimately passed through to the tenants under the arrangements being sought (either commissions for NHHO, or for brokers, intermediaries or others). If allowed, if there is any limit / consultation on the commissions, how we can check these.

- It is not clear how residents will be able to check the charges retrospectively, under this arrangement, when accounts are finalised, to ascertain reasonableness.


- It is not clear if the proposals in question would impact the service charge bills and / or the Switch 2 costs as these are linked to the gas supply of the plant room, or if it is just for communal electricity.

- NH say they have answered residents questions, but we do not feel concerns have not been alleviated and communication has not been felt to be effective.

- For freeholders, it was not clear if they had included freeholders in the consultation, as insufficient information was available in the documents provided to ascertain this. So impossible to tell if the total number of homes they'd asked the dispensation to cover did or did not include freeholders. They had sent all the freeholders the same leaseholder s20 letters (without cover note to explain situation). NH since confirmed to a freeholder that they sent all freeholders the same letters as leaseholders as a courtesy, however the consultation does not apply to freeholders due to the law concerned.

- It was noticed that some documents are not present so we can't check those and they also didn't send the letter to the TRA, so another non compliance!

Kind Regards


20 Whitmore Building,
3 Arts Lane
London SE163GB

--


Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 23 December 2021 15:26
To: [REDACTED]
Subject: RE: Concerns on section 20 proposal on energy broker

Hi [REDACTED]

Please find below answers to your questions. Because we had asked the FTT for directions to extend the period for correspondence we have not responded until now but this correspondence will all be included in our bundle sent to FTT for consideration of our application.

It is not clear if the structure proposed allows any commission payments or contains any sleeved payments to the supplier that will be ultimately passed through to the tenants under the arrangements being sought (either commissions for NHHO, or for brokers, intermediaries or others). If allowed, if there is any limit / consultation on the commissions, how we can check these.

This question concerns the Inenco brokerage contract which as explained in our correspondence is a contract that has already been agreed and which was not the subject of consultation as it was not a QLTA for which consultation is required.

This dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult, and not the Inenco contract any fees incurred under which would be recoverable where leases allow NHG to recover the cost of contractors advice or services for the provision of services or landlord obligations.

It is not clear how residents will be able to check the charges retrospectively, under this arrangement, when accounts are finalised, to ascertain reasonableness.

The cost of any future utility supply agreement will be demonstrated in the service charge accounts as occurs at present. Invoices for these services will continue to be available to residents upon request once accounts have been published.

It is not clear if the proposals in question would impact the service charge bills and / or the Switch 2 costs as these are linked to the gas supply of the plant room, or if it is just for communal electricity.

The correspondence explains that the dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult. These are contracts for utilities for communal lighting, heating and domestic too where heat is supplied communally but are separate to contracts in place for other services such as energy billing.

NH say they have answered residents questions, but we do not feel concerns have not been alleviated and communication has not been felt to be effective.

We have answered all questions received to the best of our ability and will include all correspondence related to our dispensation application with residents to the FTT for consideration.

For freeholders, it was not clear if they had included freeholders in the consultation, as insufficient information was available in the documents provided to ascertain this. So impossible to tell if the total number of homes they'd asked the dispensation to cover did or did not include freeholders. They had sent all the freeholders the same leaseholder s20 letters (without cover note to explain situation). NH since confirmed to a freeholder that

they sent all freeholders the same letters as leaseholders as a courtesy, however the consultation does not apply to freeholders due to the law concerned.

We suggest that to inform freeholders of our dispensation, in advance of the requirements in law could not be considered a fault and have explained why freeholders have been included where they have sought to ask.

It was noticed that some documents are not present so we can't check those and they also didn't send the letter to the TRA

A copy of our letter was sent to the TRA by post and a copy of the letter sent to the TRA was also sent by PDF to the secretary when we were told that she believed she did not receive a copy. The copy of the letter was the same as that which was sent to each resident so that the contents of our letter were known by the TRA and coordinated observations sent by residents and the TRA in response to our letter.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroup.org.uk



From: [REDACTED]
Sent: 29 October 2021 18:04
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Cc: Exchange TRA [REDACTED]
Subject: Concerns on section 20 proposal on energy broker

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear NHG,

I do not agree with your proposal for the reasons stated below:

- It is not clear if the structure proposed allows any commission payments under the arrangements being sought (either commissions for NHG, or for brokers, intermediaries or others). If allowed, if there is any limit / consultation on the commissions, how we can check these.
- It is not clear how residents will be able to check the charges retrospectively, under this arrangement, when accounts are finalised, to ascertain reasonableness.
- It is not clear if the proposals in question would impact the service charge bills and / or the Switch 2 costs as these are linked to the gas supply of the plant room, or if it is just for communal electricity.

- NHG say they have answered residents questions, but we feel concerns have not been alleviated and communication has not been felt to be effective.

- It was noticed that some documents are not present so we can't check those and you also didn't send the letter to the TRA, so another non compliance!

I await your response.

[REDACTED]

16 Whitmore

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 28 October 2021 23:03
To: Neil Lawlor; london.rap@justice.gov.uk; SVCfeedback; info@nhg.rg.uk
Subject: Fw: My opposition to your proposal to broker utility agreement in a communal setting. LON/ooAU/2021/0209 flat 46 Portland
Attachments: utility bill 46 Portland.pdf

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Amended. Form attached.
Thank you

[REDACTED]

Dear Sir/Madam

I hope you understand that I as a lay person am not familiar with the 'form filling', 'tribunal procedures' and 'relevant documents', 'policies and proceedings', 'directions' etc that you have laid out as conditions for contacting you with my reason for opposition.

I think it is unreasonable to expect me to know or understand such procedures before I respond to your proposals.

I would have thought that if you really wanted genuine feedback etc you would make it as easy as possible and accessible for the ordinary man or woman on the street rather than form filling, 'correct copies to tribunal' 'fontsize' 'rules,' etc. What do all that mean but to confuse and deter and to put people off in responding? .

I am the owner of flat 46 Portland Close and you have sent the letter with flat 47 so I don't know whether the letter is addressed to me. I am responding just in case without all the paranoia that you put in your correspondence of which I don't understand in the least to your intention of getting into a deal with the utility company for the whole block .

I appose this as it will limit any individual's ability change suppliers, to be autonomous and compare prices. A tenant lives in the flat and I don't want to pay for her bills as I am doing with the maintenance, insurance, rent or anything else that is deemed my responsibility of the lease holder. I rent out another flat and I am having to pay their water bill and have been unable to get that reimbursed.

I don't agree to the utility to be a blanket deal as it will limit independence choice and will end up on my lap as a landlady.

Please phone me , [REDACTED] respond asap as I need to know you have received and acknowledged my concerns and let me know what your solution you are offering'

Please make sure someone contacts me rather than rely on the other three people/bodies that I have copied into to do it.

Yours

[REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	28 / 10 / 2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	46, PORTLAND close RM6 5UB
Your correspondence address (if different):	55, Herbert Road RM11 3LL
Telephone:	[Redacted]
Email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 09 November 2021 00:04
To: Neil Lawlor; london.rap@justice.gov.uk; SVCfeedback; info@nhg.rg.uk
Subject: Fw: My opposition to your proposal to broker utility agreement in a communal setting. LON/ooAU/2021/0209 flat 46 Portland
Attachments: utility bill 46 Portland.pdf; Nottinghill genesis01.docx

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Sir/Madam

Please see below further attached . Explanation is in the attachment . I had already sent you my opposition to your proposal and in good time but I have yet to receive an acknowledgement and because a further letter was sent to me this time with my correct address but which was sent after the date for response I figured you would be happy to take note of my further thoughts on the matter. Please see further attachment below.

[REDACTED]

----- Forwarded message -----

From: [REDACTED]
To: neil.lawlor@devonshires.co.uk <neil.lawlor@devonshires.co.uk>; london.rap@justice.gov.uk <london.rap@justice.gov.uk>; svcfeedback@nhg.org.uk <svcfeedback@nhg.org.uk>; info@nhg.rg.uk <info@nhg.rg.uk>
Sent: Thursday, 28 October 2021, 23:03:01 BST
Subject: Fw: My opposition to your proposal to broker utility agreement in a communal setting. LON/ooAU/2021/0209 flat 46 Portland

Amended. Form attached.
Thank you

[REDACTED]

Dear Sir/Madam

I hope you understand that I as a lay person am not familiar with the ' form filling' , 'tribunal procedures' and 'relevant documents' , 'policies and proceedings', 'directions' etc that you have laid out as conditions for contacting you with my reason for opposition.

I think it is unreasonable to expect me to know or understand such procedures before I respond to your proposals.

I would have thought that if you really wanted genuine feedback etc you would make it as easy as possible and accessible for the ordinary man or woman on the street rather than form filling, 'correct copies to tribunal' 'fontsize' 'rules,' etc. What do all that mean but to confuse and deter and to put people off in responding? .

I am the owner of flat 46 Portland Close and you have sent the letter with flat 47 so I don't know whether the letter is addressed to me. I am responding just in case without all the paraphernalia that you put in your correspondence of which I don't understand in the least to your intention of getting into a deal with the utility company for the whole block .

I appose this as it will limit any individual's ability change suppliers, to be autonomus and compare prices. A tenant lives in the flat and I dont want to pay for her bills as I am doing with the maintanance, insurance, rent or anything else that is deemed my responsibiity of the lease holder. I rent out another flat and I am having to pay their water bill and have been unable to get that reimbursed. I dont agree to the utility to be a blanket deal as it will limit independence choice and will end up on my lap as a landlady.

Please phone me , [REDACTED] respond asap as I need t know you have received and acknowledged my concerns and let me know what your solution you are offering'

Please make sure someone contacts me rather than rely on the other three people/bodies that I have copied into to do it.

Yours

[REDACTED]

Notting Hill Genesis

I have received 2 letters from Notting Hill Genesis stating that they were giving me until 29/10/2021 to reply. The first one dated 14/10/2021 had the wrong property address on it – 47 Portland Close not 46 Portland Close. Nevertheless, I did email all parties concerned and through the email addresses that were given on the letter.

The second letter I received dated 18/10/2021 arrived on **04/11/2021** AFTER the deadline and this time it had the correct address ie 46 Portland Close, on it. Hence there was no way in which I could reply by 29/10/2021 as the date had already gone!

However, having already responded to the first letter through email I made my views very clear along with an attached form which was provided, and I signed and ticked my choice. Thus I did I respond to the first letter before the due date, and I **opposed the proposal**.

The second letter with my true address on it and which arrived way past the due date at my address gives me the opportunity to add further thoughts on the subject.

My understanding of the proposal is that it is seeking to remove or reduce the requirement of the landlord / property owner to consult the leaseholders of the properties about “Qualifying long-term agreements.” In this instance the agreement is concerned with gas / electricity supply. However, the change could affect any other agreement.

I think that any agreements etc. that require the leaseholder to pay should involve consultation with the leaseholder. I therefore find it morally wrong for you to seek to dispense with all the consultation requirements for qualifying long-term agreements and I **OBJECT TO THE PROPOSAL**.

Yours 

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 15 December 2021 15:33
To: London RAP; svfeedback@nhg.org.uk
Cc: Neil Lawlor [REDACTED]
Subject: First Tier Tribunal Property Chamber * Residential Property Case Ref LON/00AU/LDC/2021/0209
Attachments: EE61319E-37E1-4006-B939-44D1CB2EED23.jpeg

First Tier Tribunal Property Chamber * Residential Property
Case Ref LON/00AU/LDC/2021/0209

CC Neil Lawlor
Devonshire Solicitors LLP
30 Finsbury Circus- London EC2M 7DT
Ref NML/NHH1/3304

To whom it may concern

This is the third time I'm replying to this request because I'm objecting the Application regarding dispensation from the consultation process.

In the last letter , dated **6/12/21**, issued by the Housing Officer, Sohan Dhaliwal and received today **15/12/21**, states that a new **Reply Form** needed to be filled in and sent, because there was an ERROR in the processing of documentation.

I do ignore what error was made, because it was not explicit noted.

Moreover, the letter suggests ,to the reader, to seek a copy of the **Application, Statement of the Case**, which could be found on the Landlord's, *NottingHill Genesis Housing Association*, website that is <https://www.nhg.org.uk/utility-dispensation/>.

The latter is a non existent, or not found on the www.

I'm afraid the same **explicit admin error** has been made by the **Service Charge Compliance at NGH** , not sharing proper documentation with leaseholders/residents and wanting residents to accept NHG's dealings regarding New Agreements with an unknown Energy Broker.

As stated on my first reply back in October 2021...

1)I/we the tenants have not been properly informed of the background of the new Broker and I/we are not keep informed clearly about the ground for requesting Dispensation. The lack of communication within Notting Hill Genesis Housing and their residents is utterly bad.

We don't have any proof that the brokers (*old and new*), who were acting on behalf of the landlord, however finally the residents, who pay service charges were acting on best interest.

We have a predicament at the moment in regards our **Energy Bill charges** for two financial years, and so far we have not seen any transparency or keenness to rightly inform us the facts from the **NHG Service Charge Compliance** at Bruce Kenrick House.

Grounds for seeking Dispensation

....
1.4 *The Applicants entered into a TPI partnership with Inenco Group Limited as their Broker with*

Leasehold 5 Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985 (08.20)

Page 7 of 12


*an initial period of 3 years with an option to extend by a further 2 years to provide expert utility consultancy and invoice validation services. **Entering into this partnership will allow the Applicants to take the desired longer term, strategic approach in purchasing energy on behalf of its residents and business. Inenco will assist the Applicants in ensuring that the utility contracts we enter into are best value for our residents** by using established trading practices and account management services. Their work will also assist us in making sure that the invoices we receive and pay are being charged at the correct contractual rates to avoid situations where our residents are being overcharged.*

2) It has been always the case that long term agreements with Brokers or contractors are not very safe and not very best customer focus and not the best option as it's said below...

1.6 The nature of the Long Term Agreements mean that it is not reasonably practicable for the Applicants to give the required information at the notice of proposal stage of the consultation process and also to have regard to the Resident's observations as generally there has to be acceptance of prices offered in a small window of time. It is therefore not possible to act in the Resident's best interests as required by the Public Procurement Regulations whilst following the Section 20 Consultation procedure.

3) Finally, I oppose to enter on a new agreement with a Broker when no much information was remitted.

Please find attached the Reply Form
Faithfully


Flat 6 Len Williams Court
Granville Road
LONDON NW6 5QY

Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**

30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do wish to attend an oral hearing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder: TENANT	[REDACTED] Plot 6 LEN WILLIAMS COURT - GRANVILLE RD LONDON NW6 5QA	

Please also complete the details below:

Date:	15/12/2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	LEN WILLIAMS COURT 1 - GRANVILLE RD LONDON NW6 5QA
Your correspondence address (if different):	SAME
Telephone:	[REDACTED]
Email:	[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 17 December 2021 15:09
To: HM: HMPL NottingHillGenesis Dispensation
Subject: FW: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)
Attachments: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004); RE: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004); RE: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)

Resending to you as there was a typo in the email address used. thanks

Kind Regards

[REDACTED]

From: [REDACTED]
Sent: 17 December 2021 14:35
To: london.RAP@justice.gov.uk; HM_HMPL_nottinghillgenesis_dispensation@deveonshires.co.uk; HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)

Dear All

I wish for my original objections and comments to be reviewed by the tribunal.

Yours

[REDACTED]

Flat 19
9 Angel Lane
London
SE17 3FG

This email is sent on behalf of The Royal Society, 6-9 Carlton House Terrace, London SW1Y 5AG, United Kingdom.

The contents of this email and any attachments are intended for the confidential use of the named recipient(s) only. They may be legally privileged and should not be communicated to or relied upon by any person without our express written consent. If you are not an addressee (or you have received this mail in error) please notify us immediately by email to: it.admin@royalsociety.org, and confirm the deletion of this email and attachments immediately. You should carry out your own virus check before opening any attachment. The Royal Society accepts no liability for any loss or damage which may be caused by software viruses or interception or interruption of this email.

Please see our [privacy policy](#) for details of how any personal data we collect from you, or that you provide to us, will be processed by us.

Registered charity no. 207043

The views or opinions are solely those of the author of this email, and do not represent those of The Royal Society unless specifically stated.

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 05 November 2021 12:27
To: HomeOwnershipUtilityDispensation
Cc: [REDACTED]; london.RAP@justice.gov.uk; neil.lawlor@devonshires.co.uk
Subject: RE: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)

Dear Ashley

Many thanks for your follow up.

I am happy to arrange a call for next week, but would still want my comments to be reviewed by the tribunal so that they are considered impartially and with their knowledge and experience. I am sure that our development is not the only development with concerns about this.

Thanks

From: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Sent: 04 November 2021 15:27
To: [REDACTED]
Cc: [REDACTED]; london.RAP@justice.gov.uk;
neil.lawlor@devonshires.co.uk
Subject: RE: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)

Hi [REDACTED],

When the FTT considers a dispensation application it only really has jurisdiction to consider whether or not it is reasonable in the circumstances to grant dispensation for the contract which is the subject of the application. If you wish to ask the FTT to consider whether or not the brokerage contract is a QLTA you can do so, but there is a possibility that they would rule that this is not the subject of the application and not consider it.

In any case, the brokerage contract was awarded without consultation because it is not a QLTA. A qualifying long-term agreement (QLTA) is an agreement entered into by the landlord with a wholly independent organisation or contractor for a period of more than 12 months. In such circumstances, landlords must consult where the amount payable by any one contributing leaseholder under the agreement in any accounting period exceeds £100. The brokerage contract is not a QLTA because though it is a contract for a period of more than 12 months any cost to residents would not meet that threshold.

Here are the requirements: [Section 20 Consultation for Private Landlords, Resident Management Companies and their Agents - The Leasehold Advisory Service \(lease-advice.org\)](#)

In our opinion the benefit to residents is that with the flexibility to agree a contract to replace that which is already in place – i.e. for existing services – of varying lengths including one which would be considered a QLTA means we can access the market at a convenient time to obtain best value in the long term. Of course, we would only do this if professional opinion agreed that that was the best strategy, if it was not then we would not choose to do so. However, without dispensation our options are limited and residents might needlessly end up paying more.

The choice is not one between a QLTA for which no consultation would be delivered once dispensation is granted and a non-QLTA where residents would be consulted. This is because for a contract for services such as energy, consultation is only required for an agreement if it is for a term of more than 12 months. If we are not successful in obtaining dispensation our strategy would be adjusted so that we did not procure a 12 month plus contract and so

residents would not receive any further consultation. We might even choose to take that portion of our portfolio for which consultation/dispensation was required out of our general tender so that we could achieve best value with the remainder – this might prevent those residents benefitting from the same economy of scale.

If we could consult on such agreements we would, it is just that prices aren't open long enough in the market for us to consult. It is for this reason, like many other landlords, that we seek dispensation in these circumstances.

Could you please have a read of this and if you would be willing to discuss this further, perhaps we could have a call to discuss the objection? I would be happy to meet separately or with other objecting residents from Manor Place collectively.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroup.org.uk



From: [REDACTED]
Sent: 04 November 2021 12:23
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Cc: [REDACTED]; london.RAP@justice.gov.uk;
neil.lawlor@devonshires.co.uk
Subject: RE: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Ashley

Thanks for your email. However my concerns still stand and should be considered by the tribunal team.

- 1) Brokerage contract – I object to how this awarded without consultation or consideration of the cost implications for residents.
- 2) Future energy supply – my previous objections still stand and have not been answered by NHG in your responses. There is no obvious benefit to residents from this new supply agreement, and if there are a number of changes to supply there is bound to be increased costs and associated costs for residents. Removing the need to consult with residents will inevitably make the process less transparent which is a bad outcome for residents.

I look forward to hearing what the outcome is from the tribunal team.

Yours

[REDACTED]

From: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>

Sent: 03 November 2021 15:02

To: [REDACTED]

Cc: [REDACTED] london.RAP@justice.gov.uk;

neil.lawlor@devonshires.co.uk

Subject: RE: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)

Hi [REDACTED]

We responded to your previous observations to address your concerns but please find below additional responses to your recent email.

Many of the concerns outlined in your email refer to the Inenco brokerage contract which as we explained previously is a contract that has already been agreed and which was not the subject of consultation as it was not a QLTA for which consultation is required. This dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult, and not the Inenco contract any fees incurred under which would be recoverable where leases allow NHG to recover the cost of contractors advice or services for the provision of services or landlord obligations.

Several of your other queries relate to the presence of a HIU in your property as the interlink between the communal and domestic supply of heating and hot water for your property. The proposed energy supply agreements would deliver energy through the system but the provision or maintenance of the HIUs is again a separate matter.

We are seeking dispensation from the consultation requirements to enter into energy supply agreements like many landlords do routinely in such circumstances in order to enter into long term agreements if professional opinion dictates that that is the best option to minimise costs or associated costs for residents. This is particularly important in the current climate of energy price hikes and it is our concern that without the ability to negotiate agreements of varying lengths depending on market conditions costs might actually be higher for residents and NHG then might otherwise be the case. In such circumstances, in order to protect the position of other residents and the business it might be necessary to in fact tender the leasehold portfolio separately which might limit any economy of scale.

Dispensation would be granted on terms so your recommendations for the terms of any dispensation might be considered and granted by the FTT. In that case we would be happy to abide by them but it is our contention that several do not relate to the application because of the reasons set out above so could not be considered.

Are you content to set aside the objections regarding the brokerage contract and narrow your objections so that we might consider these?

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Notting Hill Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhggroup.org.uk



From: [REDACTED]
Sent: 24 October 2021 16:48
To: london.RAP@justice.gov.uk; neil.lawlor@devonshires.co.uk; HomeOwnershipUtilityDispensation
<HomeOwnershipUtilityDispensation@nhg.org.uk>
Cc: [REDACTED]
Subject: LON/00AU/LDC/2021/0209 (Devonshires Solicitor LLP ref NML/NHH1/3004)

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Case Ref LON/00AU/LDC/2021/0209

Date 24/10/21

To The First-tier Tribunal Property Chamber

To Whom It May Concern

I am a resident of Manor Place Depot, SE17 3FG, my payment reference is 23667408.

I have received a letter from Notting Hill Genesis dated 18th Oct, but received on the 19th Oct. I wish to object again to this application, as I did to their first letter. Circumnavigating safeguards that are in place to protect leaseholders is less than ideal. Regularly changing energy suppliers will likely increase costs or associated costs for residents especially in the current climate of energy price hikes. If NHG decide to use a third party to do this there is even less transparency to residents and leaseholders on the costs involved or the service level we can expect.

As we have a district heat network on my development in the form of a HIU, we already have less choice in terms of our energy suppliers than other households in this area, further removal of safeguards will likely be to our disadvantage and ultimately leaseholders will suffer.

NHG does not have the best reputation in being accurate and transparent with their budgets, and an example of this is that we have not had audited accounts back for the service charge 2019/20 or 2021/21. Section 20b has been issued for these but this could have been avoided.

I am concerned with anything that proactively looks to remove industry safeguards for residents and leaseholders. NHG should be able to do this themselves without using a third party to do it on their behalf. If they decide to use a third party this is surely a business cost to them and not an additional cost to residents who will likely have to pay a +% to the third party for their services.

I also feel that NHG entered into an agreement for a QLTA with Inenco for this intended activity before they had consulted with leaseholders – were they correct to do so?

There is no guarantee that this new arrangement will benefit leaseholders, and I cannot see anywhere where NHG have committed to the point that the HIU will not generate any additional profit for NHG.

If the Tribunal approves this application I would ask that the following conditions are applied:

- NHG commit to be transparent with costs and associated costs incurred.
- The QLTA be reviewed annually to see what impact it is having on residents and to see if it is appropriate to continue
- At least 3 quotes should be considered and kept on file for inspection by residents.
- NHG signs up to Heat Trust <https://www.heattrust.org/>
- Commit to only change the suppliers if there is a cost benefit to the leaseholders
- Commit to not making any 'additional profit from the charges' for the HIU plant on my development as per the Government's guidance of heat network November 2020
- List what compensation is due to leaseholders if there is a failing on the part of NHG

I would be happy to attend a virtual hearing if this is possible.

Yours

[REDACTED]
Flat 19, 9 Angel Lane, London, SE17 3FG

This email is sent on behalf of The Royal Society, 6-9 Carlton House Terrace, London SW1Y 5AG, United Kingdom.

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Registered charity no. 207043

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The electronic communications disclaimer and further information can be found on our website www.nhg.org.uk/legal.

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Please see our [privacy policy](#) for details of how any personal data we collect from you, or that you provide to us, will be processed by us.

Registered charity no. 207043

The views or opinions are solely those of the author of this email, and do not represent those of The Royal Society unless specifically stated.

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 16 December 2021 12:41
To: Neil Lawlor
Subject: NML/NHH1/3004
Attachments: ftt-directions_amended-23nov21.docx; ftt-cover-letter-to-applicant_amended-directions-24nov21.docx

Importance: High

Dear Neil

I have just left you a voicemail

Notting Hill Geneses (NHG) on their website have not provided what Judge Korn has said in his instruction and comments.

Most importantly , I want to know if anything has changed or if just the dedline for resident objections has been extended, please? Is the previous objection also valid? or a new one needs to written?

I am one of the residents that originally objected, and if I have to write another objection, I would like to know what the judge stated in relation to the case

Many thanks
[REDACTED]

P.S attached are the only thing that is available on NHG website



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

Case reference	:	LON/00AU/LDC/2021/0209
Properties	:	Various residential leasehold properties belonging to Notting Hill Genesis
Applicant	:	Notting Hill Genesis
Representative	:	Devonshires Solicitors LLP
Respondents	:	Various leaseholders subject to electricity and gas supplies
Type of application	:	To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of electricity to communal areas
Tribunal	:	Nadine Sandford (Legal Officer) Tribunal Judge Hamilton-Farey (15 November 2021) Tribunal Judge Korn (23 November 2021)
Date of directions	:	11th October 2021 Directions varied 15 November 2021 Directions further varied 23 November 2021

**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.

IMPORTANT – COVID 19 ARRANGEMENTS

- Due to the Covid-19 pandemic, the London Regional office at 10 Alfred Place is currently operating with a skeleton staff. Most judges and staff are working remotely. Where possible and appropriate, determinations are being made based on documents provided by parties in digital

bundles. If a hearing is required, the tribunal will seek to accommodate this through the use of audio or video conferencing technology. While face-to-face hearings may be arranged in exceptional circumstances, these will be subject to necessary precautions to prevent the spread of infection.

- 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. The attachment size limit is 36MB. If your attachments are larger than 36MB they must be split over several emails.
- **If a party does not have access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.**
- Parties are notified that, due to the pandemic, it is likely to take longer than usual for the tribunal to respond to correspondence. Please do not chase for a response unless truly urgent.

Background to the Application

- (A) The applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all of the consultation requirements imposed on the landlord by section 20 of the 1985 Act¹.
- (B) The applicant proposes to enter into a new agreement with an energy broker and to use that broker to procure utility supply agreements to supply gas and/or electric across all of the properties within Notting Hill Genesis.
- (C) The proposed new contract will run from 1st April 2021, after the current contract has expired on 31st March 2021. The applicants seek dispensation from all the consultation requirements under section 20 of the Landlord and Tenant Act 1985, on the basis that they will be able to take advantage of more competitive energy prices, if they entered into these agreements and, because of the volatile nature of energy procurement, they would not be able to obtain significant cost savings for the benefit of the leaseholders, if they were required to carry out the section 20 consultation process.
- (D) 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.**
- (E) The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 give guidance on how the application will be dealt with.

¹ See the **Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)**

DIRECTIONS

1. The landlords must by **10 December 2021**
 - 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 (with personal details deleted), statement of case, supporting documents and a copy of these directions will be available on the applicants' website, advising them of the URL address, and notifying them that any response to the application should be made by **23 December 2021**;
 - (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, with any personal details deleted);
 - (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 **31st January 2022**.
 - 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 **23 December 2021**
 - Complete the attached reply form and send it by email to the tribunal; and
 - Send to the landlords, 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 landlords must by **19 January 2022**
 - 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 landlords rely, 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 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]”.
4. The tribunal will determine this application during the seven days commencing **31 January 2022** based on written representations.
 5. However, any party may make a request to the tribunal that a hearing should be held. Any such **request for a hearing should be made by 17 January 2022**, giving an indication of any dates to avoid. The tribunal will then notify the parties of the hearing date. The hearing will have a time estimate of two hours, but either party should notify the tribunal if that time estimate is insufficient. If a hearing is requested, it shall take place on **a date to be confirmed** by remote video conferencing making use of the electronic documents received.
 6. Full details of how to take part will be sent nearer the time. No specialist software will be needed to access the hearing. However, parties will need to have access to a computer, connected to the Internet, with a webcam and microphone, or a similarly enabled smartphone or tablet device. If a party does not have suitable equipment to attend a video conference, they must notify the tribunal promptly, and consideration will be given to converting the video hearing into an audio hearing, by way of telephone conferencing.
 7. As the tribunal is working electronically during the current pandemic, the tribunal determining this application will not have access to a physical file, nor electronic access to documents sent to the tribunal. It is therefore essential that the parties include any relevant correspondence to the tribunal within the digital bundle.
 8. The tribunal will send a copy of its eventual decision on dispensation to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
 9. Furthermore, the applicant landlords shall place a copy of the tribunal’s eventual decision on dispensation together with an explanation of the leaseholders’ appeal rights on their website **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. In this way, leaseholders who have not returned

the reply form may view the tribunal's eventual decision on dispensation and their appeal rights on the applicant's website.

10.

Attached: Reply Form for Leaseholders (to complete)

NOTES

- a. Whenever you send a letter or email to the tribunal you must also send a copy to the other parties (or, in the case of the applicant, post a copy on their website) and note this on the letter or email.**
- b. 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.**
- c. 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").**
- d. 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.**

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative at
HM_HMPL_NottingHillGenesis_Dispensation@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	



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 7446 7708

Neil Lawlor
Devonshires Solicitors LLP

Your ref: NML/NHH1/3004
Our ref: LON/00AU/LDC/2021/0209

Date: 24 November 2021

Dear Sirs

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

**PREMISES: Various Leasehold Properties Belonging, to Notting Hill Genesis,
N1 9FL**

Tribunal Judge Korn has considered the correspondence and revised the directions in this matter. These are attached.

Yours faithfully

**Mr Stephen O'Mara
Case Officer**

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 21 December 2021 13:49
To: [REDACTED]
Subject: RE: LON/00AU/LDC/2021/0209

Hi [REDACTED]

Once the newly extended period for residents to object has passed we and our appointed solicitors will collate the correspondence we have had and the objections received and prepare a bundle of all of these which will be submitted to the FTT. They will review these to determine whether or not a hearing is required and then to make their decision on our application.

We will submit a copy of your previous objection and of the correspondence you have submitted this time as well so that the FTT can consider it.

The FTT in their letter of 23 November asked us to provide more time to residents in subsequent directions: [ftt-directions_amended-23nov21.docx \(live.com\)](#). These are on the website with the other documents: [Utility dispensation | Notting Hill Genesis \(nhg.org.uk\)](#).

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 16 December 2021 13:06
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: LON/00AU/LDC/2021/0209
Importance: High


CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear NHG

On your website you have not provided what Judge Korn has said in his instruction and comments.

Most importantly , I want to know if anything has changed or if just the deadline for resident objections has been extended, please? Is the previous objection also still valid? or a new one needs to be written?

I am one of the leaseholder that originally objected, and if I have to write another objection, I would like to know what the judge stated in relation to the case on 23 November
Please I'm only asking for transparency and/or helpful information as this is already very cumbersome

Many thanks


P.S attached are the only thing that is available on NHG website , which doesn't look like anything
As always NHG is not transparent or helpful

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 16 December 2021 14:12
To: London.RAP@justice.gov.uk; HM: HMPL NottingHillGenesis Dispensation; HomeOwnershipUtilityDispensation
Subject: Re: LON/00AU/LDC/2021/0209 + (Devonshires Solicitors LLP ref: NML/NHH1/3004)
Attachments: Switch2 bill.pdf; NHG letter dated 18_10_2021 on Utility Broker & Energy Supply Agreements.pdf; Manor Place Depot - Heat info sheet - sales customers - October 2018.pdf; SE173FH Z3B66LBR - Stage 2 complaint response.pdf; heat-networks-guidance-on-metering-and-billing-regulations-2014.pdf; LON-00AU-LDC-2021-0209...16Dec2021.pdf

Date 16/12/2021

To: The First-tier Tribunal Property Chamber

Dear Sir or Madam

I firmly object to Notting Hill Genesis (NHG) request of energy consultation dispensation as per section 20 of the Landlord and Tenant Act 1985 as this affecting the communal areas as well as private leaseholders' usage, thus leaseholder like me will suffer prejudice.

I am a shared ownership leaseholder of a NHG property in a block called Manor Place Depot in London SW17. I am a first-time leaseholder since September 2019. The entire residential block, that includes over 270 flat plus commercial units, have been developed with Heat Interface Units (HIU) that provides hot water and underfloor heating by a centralised district heating plant as per planning permission. The HIU uses gas and electricity within the district heating plant to supply individual flats as well as communal areas with heating and hot water. NHG has used a third provider (Switch 2) to charge me as a leaseholder for the consumption of heating and hot water in my home. This is in addition to the chargeable proportion of communal usage through service charges applied by NHG.

I believe that I will suffer prejudice if NHG are granted consultation dispensation in regards to energy (gas, electricity and all associated third-party providers NHG contracts in association with relevant energy) as:

- The dispensation, if granted, will allow NHG to form Qualifying Long Term Agreement (QLTA) contracts for service chargeable communal areas as well as HIU plat and third-party providers that serve to administer HIU that serves my home. I will not have rights to preview, interact in discussions, make observations, impact decisions or express comment towards energy suppliers or have any say in associated administration costs attached to the energy supplied, or able to view or comment on methods of calculations for associated/administrative costs applied to my home.
- NHG absence of transparency in calculations, nonexistence of accuracy, absence of accurate audited documents in relation to both communal areas that are service chargeable elements and individualised flats charges is a major concern that supports my belief that I will suffer prejudice. Furthermore, the monopoly on setting all the charges and especially the additional administrative charges without independent market established values, it's a major concern

- NHG is withholding calculations methods for associated/administrative costs/standing charges applied to my home in relation to HIU, and what they are relating to, exactly how they have been calculated, or what security if any, are associated with it

i.e. the HIU Switch 2 bill from 13 July and 13 Sep 2021 the consumption was only £0.95, whilst administrative charges £14.68 and standing charges £4.09 (please see attached)

The dispensation if granted, will allow NHG the ability to push unreasonable charges for administration cost and standing charges without need for leaseholder agreement on calculations methods or any protection articles associated with it. In so doing I believe that NHG will have a monopoly and managerial rights that can directly cause losses and disadvantage to me as a leaseholder. There is also a potential that NHG or any of their third-party energy providers use their monopolistic advantage (through administration costs and/or standard charges) as profit making exercise, even though the law only allows third-parties small reasonable charges.

- NHG did serve section 20b in relation to both 2019/20FY and 2020/21FY Manor Place Depot service chargeable apportionment. However, it's been over 18months since the 2019/20FY has terminated, and leaseholders are still waiting to receive final audited accounts with the rights to view all expenditure bills, methodology, apportionment etc. form NHG. This matter was/is a matter of major disputes on service charges, apportionments and calculations that is also subject to ombudsman review.

I believe that the dispensation, if granted, will put me a as a lease-holding resident at a substantial disadvantage as associated costs such as service chargeable administration cost, standing charges, calculation methods apportionments, absence of benchmarking etc. in relation to gas, electricity but more so with other third-party administrative costs. They remain unscrutinised with absent of rigorous checks and predominantly deficient in comparative benchmarking as such cost benefit analysis to resident leaseholders are less likely to be applied creating potential for prejudice.

The ability of an enormous organisation like NHG to hold monopoly on energy and its associated costs can cause real harm and incredible disadvantage to leaseholders like me, as transparency and fairness are not attributes that NHG has exhibited to date.

As such NHG or organisations linked to NHG, can pass costs for inappropriate works in the future, or charge more than would be appropriate gaining considerable financial advantage.

-
- Absence of full transparency by NHG for this process that the tribunal has requested it's a major concern. It is clear from the tribunal order instructions that any resident leaseholders need to write to the tribunal and solicitors directly including filling in a provided form. However, NHG in their letter to resident leaseholders' disregards this and ask them to write into homeownershiputilitydispensation@nhg.org.uk only. Please see attached.
- Additionally, absence of full disclosure in relation to HIU energy to the tribunal and the resident leaseholders within the letter is also a concern, especially as this dispensation, if granted, will directly affect privately owned resident leaseholders.

All of this matters point out towards NHG absence of transparency, openness or fairness, thus automatically inferring prejudice tendencies.

If the Tribunal does grant dispensation to NHG, I would please ask if this can be administered with specific conditional items i.e.:

- NHG absolute transparency on cost and all other fixed, variable, administrative etc. charges (including where did methodological calculation originate from for those charges - with benchmarking)
- the energy supplies transparency in all charges (including where did methodological calculation originate from for those charges - with benchmarking)
- that NHG and energy supplier must be members of Heat Trust – encouraging customer base benefits and preventing monopolistic disadvantages
- that NHG and energy supplier are part of government initiative Regulated Asset Base (RAB) preventing monopolistic disadvantages, with all charges set by an independent regulator who holds any energy company to account and ensure any expenditure is in the interest of users.
- dispensation granted for a maximum of 5 years
- if deviation from the above occurs that results in monopoly - set level of leaseholders' compensation for prejudice that NHG will require to pay to leaseholders

Kind regards


Flat 22
11 Angel Lane
London SE17 3FH

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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




And send a copy to the landlord's representative:

ref: NML/NHH1/3004)

by email to: HM_HMPL_NottingHillGenesis_Dispensation@devonshires.co.uk

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

Please also complete the details below:

Date:	16/12/2021
Signature:	
Print Name:	
Address of affected property:	Flat 22, 11 Angel Lane, London SE17 3FH
Your correspondence address (if different):	
Telephone:	email proffered
Email:	



www.nhggroup.org.uk

000570

Flat 22 11 Angel Lane
London
SE17 3FH



FOI2328/0000
01016401765

18 October 2021

Payment Reference: 23667236

Dear [REDACTED]

Utility Broker and Energy Supply Agreements

We previously wrote to you to provide you with details of a utility brokerage contract that we had entered into and of future energy supply agreements which we intend to procure. These contracts are successors to our current contracts for communal energy supplies, which you contribute towards as part of your service charge.

New utility broker and energy supply agreements

Our previous letter informed you that we had procured a new single utility broker agreement for the whole of Notting Hill Genesis (NHG) with a company named Inenco. This broker will assist us in procuring utility contracts by using established trading practices to scan a wide variety of suppliers in the market and achieve the best value for NHG and its residents.

With that brokerage agreement in place, we now wish to use the brokerage service to procure long-term agreements for energy to achieve the best value which reflects our large property portfolio.

Consultation on these new agreements

As a landlord we are required to consult certain customers prior to entering into contracts of a certain length or under which residents would be expected to contribute a certain amount as a service charge. Such agreements are known as a Qualifying Long Term Agreement (QLTA) and the consultation requirement is set out in Section 20 of the Landlord and Tenant Act 1985.

Notting Hill Home Ownership Phone 020 3815 0000
Bruce Kenrick House Fax 020 3815 0005
2 Killick St, London, N1 9FL Email info@nhg.org.uk

The utility broker agreement already agreed is not considered a QLTA because, despite the length of the contract, the cost of the services is not of a value that would require consultation. But any energy supply agreement would be considered a QLTA if the term of that agreement exceeded 12 months.

However, because energy is a commodity traded on the wholesale market with prices changing minute by minute, competitive quotations for energy are only held open for a matter of hours. This prevents any landlord from providing estimates to residents for a consultation because those estimates are not valid for the length of time required to meaningfully consult.

Seeking dispensation

Because we are unable to consult for the proposed energy supply agreements, and because not doing so will in fact be of benefit to residents, we applied to the First Tier Tribunal (FTT) for permission to dispense with the consultation requirements for these agreements.

Having submitted our application, the FTT has issued directions for us to fulfil, and the purpose of this letter is to do that. Therefore, please be aware that the following documents related to our application are available for you to view if you wish on our website:

- copy of our application (with personal details deleted)
- a copy of our statement of case and supporting documents
- a copy of the FTT directions received

These can be accessed here: www.nhg.org.uk/utilitydispensation. However, if you wish to receive a printed copy of our application and the directions then please let us know.

As this application progresses with the FTT, additional documents will be added to this website, including the final decision of the tribunal which is likely to be uploaded on or after 29th October 2021. This is because it is after that date that we have been informed by the FTT that they will reach their decision on our application.

Influencing our plans

If you wish to respond to our application, then you can do so by contacting us by email using the following address: HomeOwnershipUtilityDispensation@nhg.org.uk

Please use your payment reference in any correspondence and be advised that any response you might wish to make to our application should be made by 29 October 2021 as after that date we expect the FTT to consider our case and grant dispensation.

Yours sincerely,

Bianca Richards
Property Management Officer

THIS LETTER IS IMPORTANT. PLEASE KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE AND IN PARTICULAR IF YOU ARE SELLING YOUR PROPERTY THEN MAKE SURE YOU SUPPLY IT TO YOUR CONVEYANCERS SO THAT THEY CAN MAKE IT AVAILABLE TO YOUR BUYER. THE INFORMATION SET OUT IN THIS NOTICE MAY BE RELEVANT FOR A BUYER.



Development:
Manor Place
Depot

**Customer
type:**
Sales
Customers
Version: V1

Date:
October 2018

Heating and hot water service

Manor Place Depot

Information for sales customers

This information sheet contains important details about the heat service which customers will receive at this development. By purchasing a property at Manor Place Depot you are indicating that you understand and accept the arrangements described here.

General information

What is district heating?

At this development, heat from a district heat network is supplied to each home for the resident to use for heating and hot water. The heat is produced in a central plant room, using equipment such as gas boilers and Combined Heat and Power (CHP) engines. It is then transmitted to each property at the development using a network of water pipes.

There is a Heat Interface Unit (HIU) within each home – this looks a bit like a boiler and is usually located in the utility cupboard. This controls how much heat is taken from the network to meet your household's heating and hot water needs. Your experience of the heating and hot water you receive should be no different than if you had a 'combi' boiler in your home in place of the HIU.

Why is district heating provided at this development?

New-build developments have to comply with policies and standards set by the government. The government's current energy policy requires the introduction of heat networks in cities wherever feasible. This is in order to generate heat and power more efficiently, improve cities' energy security and self-sufficiency, and reduce carbon dioxide emissions. As a result most new developments in London, including this one, are connected to communal or district heat networks.

Does this affect my electricity supply?

The electricity supply to each property at Manor Place Depot is separate from the heat service. Residents can each select their own electricity supplier from the open market.

Service details

Who is my heat supplier?

As the landlord and manager of this development, Notting Hill Genesis is responsible for operating the district heating system and providing heat energy to serve residents' heating and hot water needs, in accordance with the terms of the lease. We are committed to providing an excellent heat service for residents, and to operating in accordance with industry best practice at all times. We supply heat on a not-for-profit basis, and we work hard to ensure charges for heat are kept as low as possible. Repairs and maintenance will be carried out on our behalf by our trusted contractors, and we will appoint a metering & billing provider to carry out heat metering and billing.

It is important to note that district heating does not operate in the same manner as gas and electricity utilities, where there is an open retail market and customers can choose their utility supplier. Therefore **it is not possible for residents at this development to choose their heat supplier or switch between suppliers.**

Heat charges

How much will I pay for heat?

The heat tariff reflects the cost of producing and supplying heat to you. It is made up of two parts – a usage charge and a fixed charge. The usage charge in each bill will be calculated by multiplying the heat price by the amount of heat consumed (measured in ‘kilowatt hours’). The fixed charge is an annual figure charged on a daily basis; this is always the same regardless of how much heat you use. The fixed charge is made up of two components: a gas charge, which covers the cost of the gas standing charges for supplying the network, and a billing charge, which covers the metering and billing provider costs.

INITIAL HEAT TARIFF (estimated tariff, to be confirmed prior to occupation)		
Heat price:	0.05250 p/kWh + VAT at 5%	= 0.0551 p/kWh
Fixed charge:	<u>Gas charge</u>	
	0.06489 per day + VAT at 5%	= 0.06813 p/day
	<u>Billing charge</u>	
	0.2330 per day + VAT at 20%	= 0.27959 p/day
	Total charge = 0.34772 per day	

The heat tariff does not cover the costs of maintenance and repairs to the district heating system; these costs are charged separately through the service charge.

Some customers may be used to having a domestic gas boiler for heating and hot water, and paying for the gas supply. Please note a heat tariff is different to a domestic gas tariff and cannot be directly compared. A domestic gas tariff charges you for the raw fuel rather than the actual thermal energy you receive from your boiler once it has converted the gas to heat. The heat tariff charges you for the actual thermal energy you receive from the district heating network.

The heat tariff will generally be reviewed by Notting Hill Genesis on an annual basis, based on a review of the costs of the heat service, to ensure the correct rate is applied. Residents will be notified of any change to the tariff at least three weeks before it takes effect.

Billing and payment – credit billing

How will I be billed?

You will receive a monthly bill for your household’s heat charges from a billing agent. Bills will be calculated on the basis of the current heat tariff and your metered heat usage. You should receive your first bill within 2 months of your sales completion date.

Your bill will be issued as a paper bill in the post to the property each month. A paperless billing service is also available, with bills sent electronically via email.

How will my heat usage be measured?

The Heat Interface Unit (HIU) in your new home is fitted with a heat meter, which measures how much heat energy your household uses. In order to produce bills based on your actual heat consumption, your meter will be read remotely via electronic data connections.

If for any reason the meter is unable to be read remotely, your bill will be based on estimates. You will have the option to submit your own reading whilst the fault with the remote reading function is being rectified.

How can I pay my bill?

Payment must be made in full by the due date specified on your bill.

A number of convenient payment methods are available and include payment at Post Office or PayPoint outlets, online payments, telephone payments using credit or debit cards, and standing order or bank transfer.

We would encourage you to set up a variable Direct Debit arrangement, for peace of mind that your heat bill is being automatically paid in full each month.

What would happen if I don't pay my bill?

It is your obligation as a heat customer to pay for the heat service, and it is very important that you pay all bills issued by in full and on time. If you do not pay your bills, action will be taken to recover any debts owed, and your heat supply may be disconnected.

Can I choose to receive a pay-as-you-go service instead?

By default you will receive a monthly billing service for your heat charges. However, a convenient pay-as-you-go service is also available. This service enables you to 'top up' your heat account with credit, like you would a pay-as-you-go mobile phone or Oyster card. The pay-as-you-go service allows you to choose from a range of convenient payment methods, and you will not be charged a higher heat tariff for this service.

What if I intend to sublet my home?

If you intend to sublet your home, subject to the conditions of the lease, please be aware that as the named leaseholder you would remain responsible for heat consumed within the property and for payment of the associated charges. Bills would continue to be issued in your name, and it will not be possible to have them issued in your tenant's name instead.

In order to reduce your risk in recovering heat costs from your tenant, you may wish to request that your heat account is switched into pay-as-you-go mode as detailed above. The heat account would still be in your name, but your tenant would need to make payments to top up the account credit in order to receive heat.

Repairs and maintenance

Who will repair and maintain the heat installations in my home?

Energy system:

What it is	The energy system is made up of all the equipment that generates and transfers heat around the site. This includes a few components located within your home – the Heat Interface Unit (HIU), associated heat metering equipment, and the supply pipework running between the communal corridor or street and the HIU.
Who owns it	This is all excluded from the demise of your property in your lease, therefore this equipment remains in the ownership of Notting Hill Genesis. This even applies to the parts located within your home, like the HIU.
Maintenance	<p>Notting Hill Genesis will arrange maintenance, repairs and replacements (where necessary) for this equipment. You will be charged for the costs of this through your service charge. Only contractors arranged by Notting Hill Genesis may carry out maintenance work on these components. You must allow Notting Hill Genesis and its contractors access to the property to carry out repairs, servicing, replacements and upgrades as required.]</p> <p>You must not tamper with or allow another contractor to carry out work to these components, and you may be charged for any damage caused to them or to the wider heat network if you do.</p>

Internal heating circuit:

What it is	The internal heating circuit comprises the radiators, underfloor heating (where applicable), heating controls (thermostats, programmers, timers), the hot water taps and showers, and all the pipework that runs between the HIU and the radiators / taps / showers in your home.
Who owns it	This is included in the demise of your property in your lease, therefore you own this equipment.
Maintenance	You are responsible for maintenance, repairs and replacements for this. This should be carried out in accordance with the manufacturers' recommendations.



Confirmation of acceptance

In purchasing a property at the Manor Place Depot development, I/we understand and accept the content of this information sheet, and in particular the following:

1. My heating and hot water will be provided by a district heating network.
2. My heat supplier will be Notting Hill Genesis. It will not be possible for me to switch to a different heat supplier.
3. I will receive regular bills for my heat charges. I will be responsible for paying the charges in full and my heat supply may be disconnected if I do not. The heat charges will be calculated in accordance with the heat tariff.
4. The estimated initial heat tariff, inclusive of VAT, will comprise a 0.0551 p /kWh heat price and a fixed charge of 0.34772 p /day. The heat tariff will be reviewed annually based on a review of the costs of the heat service. The heat tariff does not cover the costs of maintenance and repairs to the communal heating system; these costs are charged separately through the service charge.

Name (please print):	
Signature:	
Date:	



9826015200001981693

155011L111136000453
Flat 22 11 Angel Lane
London
SE17 3FH

Account No.
Customer Ref. No.
Invoice No.
Date of Issue
Bill Payment No.

[Redacted]
[Redacted]
[Redacted]
15/09/2021
[Redacted]

Supply Address: Flat 22 11 Angel Lane London

THIS INVOICE IS FOR INFORMATION PURPOSES ONLY

We will provide you with notice of the date and amount of collection 10 Working days prior to collection of your Direct Debit.
THE AMOUNT DUE WILL BE COLLECTED FROM YOUR BANK ACCOUNT BY DIRECT DEBIT ON OR JUST AFTER 01/10/2021

You can now register with our on-line portal where you can view current and past bills and make payments helping you stay safe and in control. Simply go to my.switch2.co.uk where it only takes a few moments to complete. Thank you

Description	From	To	Units	£ Per Unit	VAT Rate	Charge £ Ex. VAT	
Metered Charges							
Heat	13/07/21	13/09/21	2971A 2989A	18kWh	0.05250 5.0%	0.95	
Other Charges							
Administration	13/07/21	13/09/21		63days	0.23300 20.0%	14.68	
Standing Charge	13/07/21	13/09/21		63days	0.06489 5.0%	4.09	
C = Customers own meter reading						Total Charges Excluding VAT	19.72
E = Estimated meter reading						Total VAT @ 5.0% on £5.04	0.25
CL = Client supplied meter reading						Total VAT @ 20.0% on £14.68	2.94
S = Service engineer meter reading						Total Amount	22.91
A = Actual Reading						Balance B/F	10.99
CR = Credit value						Payments Received	10.99 CR
Payments Received upto 15/09/2021						Account Balance	£22.91
28/07/2021	Payment					10.99 CR	

If we have a full and accurate consumption history and can compare this month's bill with the same period last year we will place a graph in this section to show you how your bills compare.

Thank you for paying by Direct Debit. Should you have any queries regarding this bill please contact Switch2 Energy Limited on 0333 321 2010. Calls to this number are charged at 5 pence per minute including VAT from a BT landline, calls from other networks and mobile operators may vary.

Bills prepared on behalf of: Notting Hill Genesis by Switch2 Energy Limited

VAT No. 125447814

Company Number: IP23066R





www.nhgggroup.org.uk

1st October 2021

[REDACTED]
Flat 22, 11 Angel Lane
London
SE17 3FH

Dear Ms Uzila,

COMPLAINT REVIEW REFERENCE NUMBER: SE17 3FH Z3B66L/BR

I am writing to let you know the outcome of the review I have carried out into your complaint, about the service charges 2019/20. In accordance with our complaint procedure, I have reviewed a detailed complaint review pack compiled by the PMO and I can provide the following in response to you, covering the points in your complaint.

1. Delay in providing the 2019/20 service charge breakdown, due to the accounts being issued with a Section 20B.
2. Further explanation of various service charge items, which I will address individually below.

I have investigated these issues above and my findings are as follows:

1. As advised in the initial response to this complaint, the service charge accounts for 2019/20 have been served with a Section 20B. It was identified that the charges in the accounts required further investigating to ensure accuracy. We understand your frustration in the time it is taking to rectify any errors in the accounts, but we believe the necessary time should be taken to ensure accurate accounts are issued to residents.
2. Individual responses are provided below to each point raised in your original complaint:

2(a) 2019/20 letter received with end of service charge accounts, that is/was incorrect – which is unacceptable (i.e. sprinkler charge – that was relating to 2020/21 and not to 2019/20 was added in effect a incorrect budget was used for comparisons of expenditure)

Notting Hill Genesis **Phone** 020 3815 0000
Bruce Kenrick House **Fax** 020 3815 0005
2 Killick St, London, N1 9FL **Email** info@nhg.org.uk

Unfortunately, this was an oversight on our behalf. The sprinkler maintenance contract took longer than expected to be set up. This occurred as we required to find a specialist contractor who would be best placed to deal with the maintenance of this system.

2(b) Very suspicious £71,813.75 from 2019/20 financial year for MPD actuals received by post – Gas charge

PMO Monique Doyley sent a letter to residents on the 24th of September 2020 explaining that the communal gas charge of £71,813.75 was charged to residents incorrectly and will be removed from the revised account. This charge will be covered by intercompany billing for the Energy Provision Team. It appeared that residents were being charged gas costs individually, so the charge of £71,813.75 has already been paid for and will not be charged. We apologise for the confusion this error will have caused to residents. We communicated the error to residents as soon as it was discovered in order to maintain transparency and will ensure the accounts being audited currently will be accurate. We are continuing to work with our auditors to ensure this.

2(c) Increase of management fees for 2019/20 – this is a standard charge and should not be a surprise or inadequate budgeting

The management fee for 2019/20 was lower than budgeted. This is because it was calculated pro-rata. Handover of the scheme began in July 2019, so the months between April and July were deducted from the original budget. In the service charge accounts for 2020/21, the management fee value will be the same as budgeted.

2(d) Luck of pro-rata calculations in the 2019/20 budget and the 2019/20 actuals paperwork received – considering that residents have moved in later than April 2019

Residents will only be charged service charges from the date they acquire the property. The pro-rata amounts will be calculated by the sales team and be communicated to these residents directly – therefore they will not pay for months where they did not own the property.

2(e) Increases of insurance costs for 2019/20 without consultation

The increase of insurance costs did not exceed the threshold which would require NHG as the landlord to consult residents through a Section 20 consultation process. The threshold is an increase in contract, which would result in leaseholders costs to increase by £100 per year.

2(f) Increase of reserves funds for 2019/20 without consultation

The increase in reserve fund did not exceed the threshold which would require NHG as the landlord to consult residents through a Section 20 consultation process. The threshold is an increase in expenditure of £250 per leaseholder per year.

2(g) Increase of cleaning costs for 2019/20 without consultation

Please see answer to 2(e)

2(h) Charge for communal heating for 2019/20

FY 2019/20 was the first year where residents of Manor Place Depot would incur service charge costs post-defects. This brings difficulties when setting budgets, as we would not have a full year of audited accounts to review when setting budgets, which gives the best possible idea of expenditure incurred for that specific estate or block. Situations can arise where unexpected expenditure is incurred.

2(i) Mansafe costs increases for 2019/20

As mentioned above in 2(h), unexpected expenditure can incur throughout the year which will be reflected in the service charge accounts. We try to avoid this by ensuring that our budgets allow for contingency, however this can sometimes be unavoidable.

2(j) Estate cyclical fund increases for 2019/20

The actual expenditure for estate cyclical fund was lower than the amount budgeted for FY 2019/20.

2(k) Change of calculation from the original xxx pp to end of year xxx pp without explanation or consultation for 2019/20 looking like an attempt to hide cost and defraud residents, among other concerns

The change in calculation was due to a system error in the accommodation schedule for the scheme. An error caused a change in property order for Manor Place Depot residents which in turn caused a change in SVC apportionment value. This was corrected and updated on our system and residents were updated on this on the 30th of April.



Summary

- We apologise for the delay it has taken to receive a full and accurate service charge breakdown for financial year 2019/20. We will provide a copy of these as soon as possible
- I hope that my explanation to the points you raised regarding certain service charge items have provided more clarity and cleared up any confusion.
- I note in the Stage 1 complaint response, PMO Bianca offered a compensation offer of £250 for the distress caused by the delay in providing the 2019/20 accounts, which I believe is the correct offer in line with our complaints procedure.

The review of your complaint reference **SE17 3FH Z3B66L/BR** is Notting Hill Genesis' final reply in accordance with our internal complaints processes. If you remain unhappy with my reply, then you may escalate your complaint to the attention of the Housing Ombudsman. The Housing Ombudsman's website can be found at the following link - www.housing-ombudsman.org.uk or Telephone: 0300 111 3000 email info@housing-ombudsman.org.uk

Thank you for the time you have taken to bring your complaint to our attention.

Yours sincerely,

Esther Cogni

Senior Property Management Officer

Phone: 020 3815 2071 | **Email:** esther.cogni@nhg.org.uk

Notting Hill Genesis | Bruce Kenrick House, 2 Killick Street, N1 9FL

www.nhggroup.org.uk

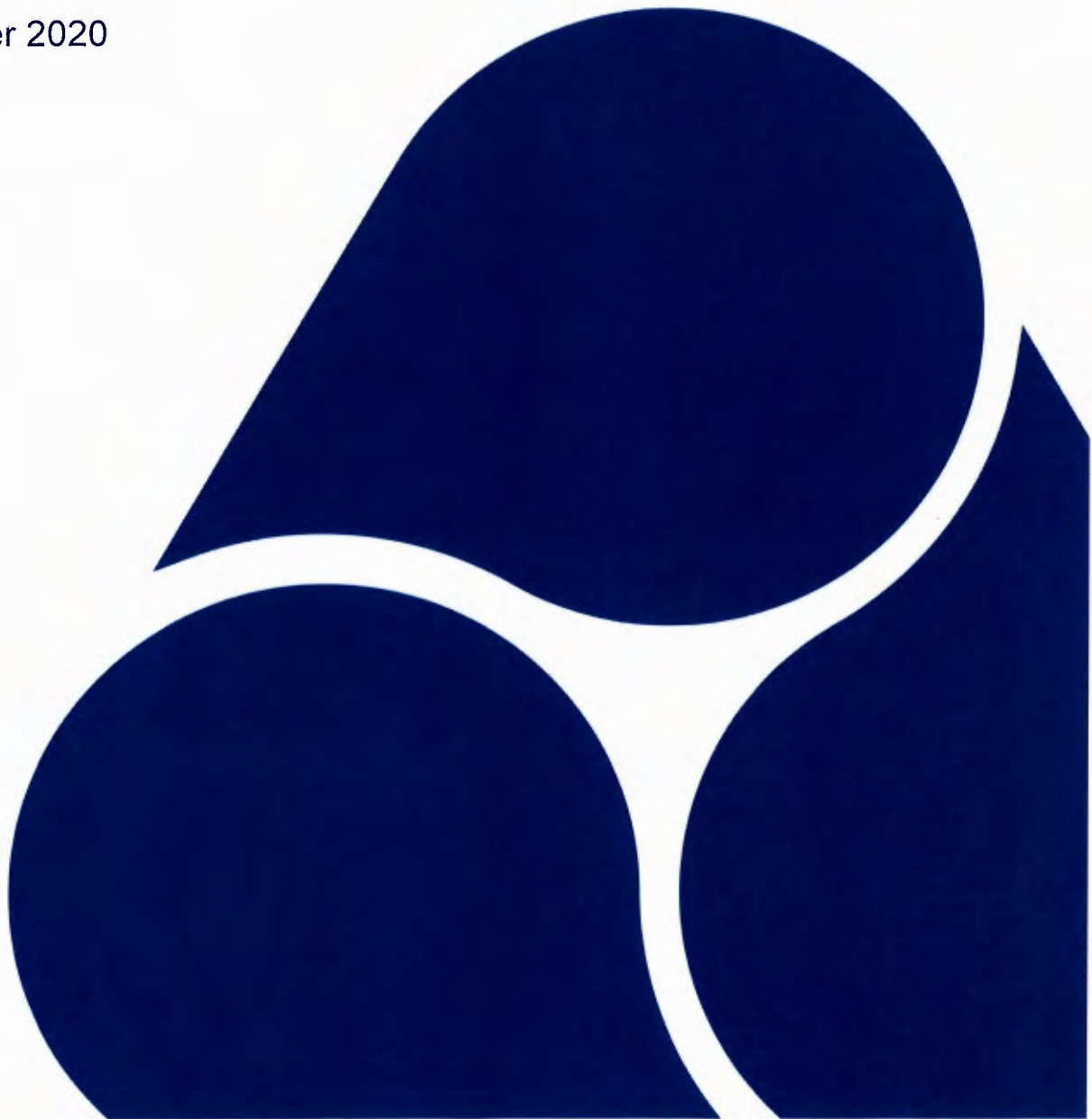


Office for Product
Safety & Standards

GUIDANCE

HEAT NETWORK (METERING AND BILLING) REGULATIONS 2014 (AS AMENDED IN 2015 AND 2020)

November 2020



Contents

Summary	3
1 Background	4
2 Summary of requirements	6
3 Core concepts in the Regulations	7
4 Regulatory requirements	11
5 Regulation 3 (Duty to Notify)	12
6 Regulation 4 (Duty to Install Meters)	14
7 Regulation 5 (Requirements Relating to Meters)	17
8 Regulation 6 (Duty to install heat cost allocators, thermostatic radiator valves and hot water meters)	19
9 Regulation 7 (Replacement of existing meters)	22
10 Regulation 8 (On-going obligations in relation to meters and heat cost allocators)	23
11 Regulation 9 (Billing)	24
12 Transitional arrangements	26
13 Our role	28
14 Glossary	30
15 Appendix A – ‘Cascading Responsibilities’	31
16 Appendix B – Building classes	32
17 Appendix C – Summary changes brought in by the 2020 Amendments	35

Summary

Purpose	The purpose of this Guidance is to help heat suppliers and other relevant parties understand the requirements under the Heat Network (Metering and Billing) Regulations 2014, as amended in 2015 and 2020.
Intended use	The Guidance is intended to aid understanding of the Regulations. It provides examples and further explanations of the Regulations and aims to help suppliers comply with the specific requirements. It is not a prescriptive or exhaustive list of examples, and if in doubt, you should contact the Office for Product Safety and Standards (OPSS).
Regional coverage	The United Kingdom
Status	Non-statutory Guidance, includes amendments up to and including November 2020.

In this guidance:

- **'must'** indicates a legal obligation;
- **'should'** indicates good practice; and
- **'may'** indicates discretionary actions in the light of the context and circumstances.

For clarity, legal requirements and good practice are set out in separate paragraphs.

1 Background

- 1.1 The purpose of the Heat Network (Metering and Billing) Regulations 2014 is to drive energy efficiency and reduce carbon emissions from heating. The energy efficiency is achieved through the installation of metering devices and billing based on consumption, which will decrease the use of energy and reduce consumer bills, and result in associated carbon emission savings. Metering also supports fair and transparent billing on customers on heat networks.
- 1.2 The purpose of this Guidance is to help heat suppliers comply with the Regulations, by explaining the regulatory requirements and providing examples of compliance to various provisions.
- 1.3 This Guidance replaces the previous Scope Guidance (initially published on 30 January 2015 and subsequently updated in 2019) and Frequently Asked Questions (initially published on 4 February 2015 and updated in 2019). The aim of this document is to produce comprehensive guidance that merges the previous guidance documents with changes brought in by November 2020 amendments.
- 1.4 Some of this Guidance will sound familiar as some obligations have been in force since 2014 and have been previously covered in Scope Guidance and FAQ documents. Some of it will be new, in particular sections that cover the regulatory change that came into force in November 2020.
- 1.5 This Guidance was produced by Office for Product Safety and Standards (OPSS) in collaboration with the Department for Business, Energy and Industrial Strategy (BEIS) Heat Network policy team.

Legislation

- 1.6 The Heat Network (Metering and Billing) Regulations 2014 implemented the heat network specific requirements of Articles 9-11 and 13 of the Energy Efficiency Directive (2012/27/EU). The Regulations came into force in December 2014 and were subsequently amended in 2015 and 2020.
- 1.7 The amended Regulations are from this point onwards referred to as 'the Regulations'.

Future changes

- 1.8 The Heat Network (Metering and Billing) (Amendment) Regulations 2020 came into force on 27 November 2020. No further changes are anticipated in the near future.
- 1.9 There are no changes to the requirements of the Regulations as a result of the UK leaving the EU.
- 1.10 The Regulations are a building block of the wider work to introduce a legislative Heat Network Market Framework by 2022. This will drive further consumer protection, a sustainable market and decarbonisation of the sector.

Scope of the legislation

- 1.11 The Regulations cover district and communal heat networks (as defined in Regulation 2) in England, Scotland, Wales and Northern Ireland. This includes residential, commercial, industrial, public sector and other networks.
- 1.12 For the purposes of this Guidance, reference to heat and heating also means cooling and the supply of hot water.

Scope of the Guidance

- 1.13 This Guidance is not intended to provide complete legal advice on the interpretation of the Regulations. It is non-statutory guidance produced to help heat suppliers navigate through the requirements of the Regulations, by providing further explanations and examples of how compliance can be achieved.

2 Summary of requirements

- 2.1 This chapter (Table 1) provides a breakdown of legislative requirements. These requirements are covered in more detail in Chapter 4.
- 2.2 The requirements cover both the existing obligations, and obligations introduced by amendments that come into force from 27 November 2020.
- 2.3 The Regulations place various responsibilities on anyone supplying and charging for heating, cooling or hot water (the “heat supplier”).

Regulation	Requirement	Details of the requirement
Regulation 3	Duty to notify	<ul style="list-style-type: none"> - duty to submit a notification for each heat network before or on the date it starts operating - duty to submit an updated notification (renotify) for an existing network every four years following the initial notification
Regulation 4	Duty to install meters	<ul style="list-style-type: none"> - duty to install building level meters in district networks - duty to install final customer meters in buildings in the viable class - duty to install final customer meters in buildings in the open class, where it is cost-effective and technically feasible to do so - duty to install temperature control devices where meters are installed
Regulation 5	Requirements relating to meters	<ul style="list-style-type: none"> - requirements for all installed meters to be accurate and correctly display readings
Regulation 6	Duty to install heat cost allocators, thermostatic radiator valves and hot water meters	<ul style="list-style-type: none"> - duty to install heat cost allocators, thermostatic radiator valves and hot water meters for final customers in buildings in the open class, where it's cost-effective and technically feasible to do so - requirements for all installed heat cost allocators to be accurate and correctly display readings
Regulation 7	Replacement of existing meters	<ul style="list-style-type: none"> - duty for replacement meters to be accurate and correctly display readings
Regulation 8	Ongoing obligations in relation to meters and heat cost allocators	<ul style="list-style-type: none"> - obligation that meters and heat cost allocators must be continuously operating correctly, maintained and checked for errors
Regulation 9	Billing	<ul style="list-style-type: none"> - duty to ensure customers' bills are accurate, based on actual consumptions and comply with minimum requirements, where meters or heat cost allocators are installed

Table 1 – summary of regulatory requirements

3 Core concepts in the Regulations

- 3.1 The Regulations cover most district heat networks and communal heating systems in England, Scotland, Wales and Northern Ireland. This includes residential, commercial, industrial, public sector and other networks.
- 3.2 For the purposes of this Guidance, reference to heat and heating also means cooling and the supply of hot water.

What is a heat network?

- 3.3 Heat networks are shared heating systems which provide a more energy efficient alternative to individual boilers. On a heat network, water is heated or chilled at a central source of production (such as a large boiler or energy centre incorporating a number of technologies) and distributed to customers through pipework for heating, cooling or hot water use.
- 3.4 The main components that constitute a heat network as defined in the Regulations are:
- The network provides a shared source of heat for multiple users;
 - The heat transfer medium must be water, steam or chilled liquids;
 - The heat must be used for heating/ cooling, hot water use or processes, and;
 - The heat must be sold to final customers by heat suppliers.
- 3.5 For the network to be in the scope of the Regulations, the heat must be transferred by water, steam or chilled liquids. However, the central heat source itself can employ any type of technology including (but not limited to):
- Boiler (running on gas, electricity, oil, biomass, waste heat or another fuel)
 - Combined Heat and Power (CHP) plant simultaneously generating electricity
 - Shared air source / ground source / water source heat pumps.
- 3.6 Individual systems where users generate their own heat rather than receiving heat from a central system via pipes are not heat networks. Examples of individual systems include:
- Individual boilers;
 - Electric radiators;
 - Overnight storage heaters;
 - Individual heat pumps.

What is a district heat network?

- 3.7 District heat network means the distribution of thermal energy in the form of steam, hot water or chilled liquids from a central heat source through pipework to multiple buildings or sites for the use of space or process heating, cooling or hot water.

- 3.8 The minimum criteria for an installation to be considered a district heat network are two buildings being supplied with heat and at least one final customer. A heat supplier cannot be their own final customer. Therefore, where a heat supplier is supplying heat for its own use in building A but is also supplying heat to a second party in building B, this is sufficient to meet the criteria of a district heat network.
- 3.9 The heat source can be located inside one of the buildings that makes up the district heat network or in an external energy centre.

What is a communal network?

- 3.10 Communal heating involves the distribution of thermal energy in the form of steam, hot water or chilled liquids from a central heat source through pipework to a single building with multiple final customers, for the use of space or process heating, cooling or hot water. It is not necessary for the heat source to be within the building it serves, only that a single building makes use of the heat.
- 3.11 All communal heating serves only one building. The minimum criteria for an installation to be considered communal heating is two final customers within that building. The most common example of communal heating is a block of flats (considered to be one building in its entirety) with a central boiler or plant room serving all of the flats.

Examples of heat networks

- 3.12 District heat networks or communal heating to which the Regulations apply include, but are not limited to:
- Single residential building with multiple final customers;
 - Sub-let spaces such as fitness centres in hotels, private enclosed offices or third-party dry cleaners in supermarkets;
 - Industrial sites where a contract exists for the supply of heat through a network;
 - Shopping centres;
 - Residential buildings or estates with sub-let spaces for shops, restaurants, or any other goods selling or service providing business unit;
 - Sheltered and social housing (where these are provided as separate homes with a networked heat supply, and not as part of e.g. a communal nursing home);
 - Assisted living (where residents are responsible for paying other bills).
- 3.13 The examples of district heat networks or communal heating to which the Regulations normally do not apply include (but are not limited to):
- Hotel rooms (due to transitory nature of the arrangement);
 - Nursing homes where washing and/or food preparation facilities are provided communally (as it does not fulfil its normal role as a residence);
 - Hospitals with multiple buildings where heat supplier and final customer are the same legal entity, or single hospital buildings where there is one final customer (no parts of the building are sublet by that one final customer);
 - Prisons (no financial arrangement between the heat supplier and user);

Guidance to Heat Network (Metering and Billing) Regulations

- Industrial site where heat is generated and distributed within the site as part of the industrial process (as there are no final customers being supplied with heat).
- 3.14 The main criteria considered when determining whether a heat network with a central heating source is in the scope of the Regulations is whether a purchase of heat takes place between the supplier and final customers. For example, a prison will have a network supplying heat, but prisoners are not considered to be final customers under the Regulations as they do not purchase this heat. However, prison operators can be a final customer if their site is connected to a wider district scheme and the prison operator purchases heat supplied through that wider scheme.
- 3.15 Where different departments or organisational units within a company are registered as separate legal entities, they constitute separate final customers for the purpose of these Regulations. As such, even though it may appear that one company occupies a building, the heat network will fall into the scope of the Regulations in the scenario above.
- 3.16 Apart from the examples listed above, there may be a number of different arrangements between the final customer and the heat supplier which would determine whether the network would fall within the scope of the Regulations. If uncertain whether the network falls with the scope of the Regulations, please contact OPSS to discuss.

Who are heat suppliers?

- 3.17 Heat supplier means any legal entity (person or organisation) that supplies and charges for the supply of heating to a final customer, through a communal (single building) or district (multi-building) heat network.
- 3.18 This includes the supply of heat as part of a package, paid for indirectly through rent, ground rent, a service contract or other means. Such a payment does not need to explicitly mention the supply of heat but there will be a reasonable expectation by the final customer that heat supply is part of the payment.

Who are final customers?

- 3.19 The final customer is a person who purchases heating for their own end consumption from a heat supplier. The final customer can also be an organisation that purchases heat on behalf of a collective.
- 3.20 Where a heat supplier supplies and charges heat to a housing association that then passes the heat and charges on to its tenants, these are two heat networks because there are two heat supplier final customer arrangements in place. The first is between the heat supplier and the housing association, while the second is between the housing association and the tenants. For illustration purposes, a detailed diagram explaining this relationship is presented in Appendix A.
- 3.21 The requirement for someone to be considered a final customer is that a payment is made for the heat used. The Regulations do not explicitly require a contractual arrangement between the heat supplier and the final customer. The term final customer does not refer to every person located in a building but to the number of heat bill payers. In a block of 20 flats, there will be one billpayer per flat and therefore 20 customers regardless of the number of occupants.

- 3.22 For the purposes of domestic heat supply, a user is considered a final customer where they occupy a partitioned private space which is intended to be used as a domestic dwelling and has the following¹:
- Bedroom
 - Bathroom
 - Kitchen
- 3.23 For the purposes of non-domestic heat supply, a user is considered a final customer where they have access to a partitioned private space for the purposes of carrying out their activity. In this case, some services such as sanitary or reception areas may be shared.
- 3.24 Sites with no partitioned space, such as open plan areas serving multiple tenants, are not considered part of a network for the purposes of the Regulations. Sites where only communal areas (stairwells, corridors etc) are heated are also discounted.

Cooling

- 3.25 The systems where chilled water or liquids pass through multiple heat exchangers to supply more than one customer are in the scope of the Regulations.
- 3.26 Air-conditioned systems relying on local compressors, purely ducted air or variable refrigerant volume/flow (VRV/VRF) are not in the scope of the Regulations.

Building classes

- 3.27 The 2020 Amendments have seen the introduction of an important new concept, that of a building class. The Regulations describe the criteria for buildings in each building class while the building class determines the metering requirement for the building.
- 3.28 There are three building classes: viable, open and exempt. All buildings on heat networks in scope of the Regulations **must** be correctly classified into an appropriate building class.
- 3.29 It is important to determine the building class in order to determine whether to carry out an analysis of the technical feasibility and cost-effectiveness of installing final customer meters or heat cost allocators.
- 3.30 Building class and cost-effectiveness assessment are explained in detail elsewhere in this Guidance (most importantly in Chapter 6, which relates to Regulation 4 requirements on meter installs), alongside with processes to be followed and timelines for meeting the obligations.

¹ Users who do not have all of these facilities for their exclusive use, such as those in houses of multiple occupancy (HMOs) or most university halls of residence – where facilities such as cooking are shared – are not considered to be customers under the Regulations.

4 Regulatory requirements

- 4.1 The subsequent chapters look at each of the regulatory requirements in detail and provides instructions and advice on how to comply with them.

5 Regulation 3 (Duty to Notify)

- 5.1 Regulation 3 places a requirement on heat suppliers to submit a notification for each network they operate to OPSS.
- 5.2 The notification must include the following information:
- The location of the heat network that the heat suppliers operate;
 - The total per calendar year of each of the following:
 - The total heating capacity installed on the network
 - The total heat generated by the technology on the network
 - The total heat supplied to final customers on the network;
 - The number and class of each building supplied by the network;
 - The number of buildings in each building class supplied by the network;
 - The number of meters or heat cost allocators installed in any buildings supplied by the network;
 - The number of final customers supplied by the network;
 - The name and address of the heat supplier;
 - The results of any analysis carried out in accordance with Schedule 1 of the Regulations to determine the technical feasibility and cost-effectiveness of installing meters or heat cost allocator, and details of those metering devices if the installation is required (the cost-effectiveness assessment tool is available at OPSS Heat Network compliance website);
 - The expected frequency and content of billing information provided by the heat supplier to final customers supplied by the network;
 - Any other information that is reasonably required by OPSS for the purpose of determining if the heat supplier has complied with the duties in the Regulations.
- 5.2 Heat suppliers **must** provide the above information on the day or before the heat network becomes operational.
- 5.3 Following this initial notification, the heat supplier **must** submit an updated notification within four years of the date of the previous notification. This is an ongoing requirement. For example, if the initial notification was submitted in 2016, the renotifications are due in 2020, then 2024 and so forth.
- 5.4 Transitional arrangements have been put in place from when the amendments come into force on 27 November 2020 until 1 September 2022. For any heat network that is due to be re-notified during this transitional period, a heat supplier may renotify the network at any time before the end of that period. This additional time is granted to allow heat suppliers to fully comply with all regulatory requirements and include the relevant information with the updated notification.
- 5.5 The transitional arrangements will not apply to heat networks that were due to be re-notified before 27 November 2020. Any such network will need to be notified as soon as possible to be compliant with Regulation 3.

Guidance to Heat Network (Metering and Billing) Regulations

- 5.6 Any overdue submissions will need to comply with requirements in force at the time of submitting a renotification. For example, if the initial notification was submitted on 1 June 2016, and heat supplier failed to submit a renotification by 1 June 2020, and having realised the omission, is submitting the renotification on 1 December 2020, the renotification will need to be done on the new template (in use from 27 November 2020) and comply with requirements in force as of 27 November 2020.
- 5.7 The change of a heat supplier does not alter the period in which the heat supplier must renotify the network. It is best practice to inform OPSS of the change as soon as possible so we can update our records. This can be done by contacting OPSS by email at: heatnotifications@beis.gov.uk
- 5.8 The notifications and re-notifications **must** be submitted in the form approved by the OPSS (available at OPSS Heat Network compliance website). If a notification is not submitted in this format, OPSS will reject this notification and require the heat supplier to resubmit the notification in the correct format.
- 5.9 Where any of the buildings in a heat network fall in the open class, the heat supplier **must** complete the assessment on whether it is technically feasible and cost-effective to install metering devices and submit the results of analysis carried out in accordance with Schedule 1 of the Regulations.
- 5.10 The approved format for the notification and the cost-effectiveness assessment tool is available on the OPSS Heat Network compliance website.
- 5.11 Detailed user guides for the notification template and the cost-effectiveness assessment tool are also available alongside the notification template and the tool. The suppliers are strongly encouraged to consult the user guides as they fill in the templates, as this will ensure that the supplied information is of good quality and in the correct format. The link to the user guide is also provided on the OPSS website referred to in the previous paragraph.
- 5.12 All notifications should be submitted to OPSS using the following email address: heatnotifications@beis.gov.uk
- 5.13 Once heat suppliers send the notification to OPSS, they will receive an automated response from the mailbox, but may not receive personalised acknowledgement from OPSS. The notification will go through a Quality Assurance process, where the submitted information will be checked for errors and data quality. If information needs verification, OPSS will contact the heat suppliers to confirm or amend the information, as appropriate. If the information passes the Quality Assurance process, the notification will be uploaded to the database.

6 Regulation 4 (Duty to Install Meters)

- 6.1 Regulation 4 explains the circumstances in which heat suppliers need to install heat meters on networks they operate.
- 6.2 There are different requirements related to meters which measure the heating, cooling and/or hot water at a building level and those that measure heating, cooling and/or hot water consumption by a final customer. Regulations 4(1) and 4(2) refer to the building level meters, which measure the supply of heat to a building. The remainder of Regulation 4 refers to final customer meters.

Building level meters

- 6.3 A building level meter is used by a heat supplier to measure the heat consumption of a single building on a district (multi-building) network. The purpose of building level meters is to help heat suppliers monitor network efficiency and identify the source of suspected inefficiencies, such as heat loss through pipework. They are not used to measure final customers' heat consumption, nor to bill customers based on consumption.
- 6.4 Regulation 4(1) requires heat suppliers to install a building level meter in every multi-occupancy building on a district network. This is a mandatory requirement that has been in place since 2014 when the Regulations came into force and is not contingent on any prior assessment of suitability.
- 6.5 Building classes (as described below) do not apply to building level meters.
- 6.6 Where a district network has a mixture of buildings, the requirement applies only to the multi-occupancy buildings. For example, a 10 building district network comprised of three apartment blocks (each with multiple final customers) and seven detached houses (each with one final customer) would require three building level meters, one for each of the blocks, and none for the detached houses.
- 6.7 Regulation 4(2) prescribes that building level meters **must** be situated either at a heat exchanger within the building or at the point of entry of the district network pipes into the building.

Final customer meters

- 6.8 A final customer meter (typically but not always installed within a customer's partitioned premises) is used to measure the consumption of heating, cooling or hot water by that final customer.
- 6.9 To determine whether or not they are required to install final customer meters, heat suppliers **must** first determine the building class (viable, open, exempt) for each building on their system:
- Viable class: customer meters are always mandatory;
 - Open class: metering devices (meters or heat cost allocators) are required if it is assessed to be technically feasible and cost-effective); and
 - Exempt class: no requirement to install metering devices for customers (no assessment of technical feasibility and cost-effectiveness is required as the outcome is expected to be negative).

Guidance to Heat Network (Metering and Billing) Regulations

- 6.10 Building class determinations are made at the building, not the network level. This means that the suppliers may have different building classes and different metering requirements and arrangements for different buildings on the same (district) heat network.
- 6.11 Building classes are explained in detail further down in this chapter.

Viable class

- 6.12 Table B1 in Appendix B lists the buildings that fall into the viable class.
- 6.13 Final customer meters **must** be installed for each customer in viable class buildings.
- 6.14 The buildings in the viable class **must** be declared as such in the notification template available at the OPSS Heat Network compliance website, and/or in another format requested by the OPSS, and final customer meters will need to be installed in line with the deadlines stated in the Regulations.
- 6.15 The heat suppliers should not complete cost-effectiveness tool in respect of buildings that are in the viable class.

Open class

- 6.16 Table B2 in Appendix B lists the buildings that fall into the open class.
- 6.17 Where a building falls into the open class, the heat suppliers **must** install final customer meters for each customer where it is technically feasible and cost-effective.
- 6.18 For buildings that fall into the open class before 27 November 2021, heat suppliers **must** complete the cost-effectiveness assessment in respect of (heat) meters by 27 November 2021. If the cost-effectiveness assessment results are positive, they **must** install meters before 1 September 2022.
- 6.19 Where a building first falls into the open class between 27 November 2021 and 1 September 2022, the cost-effectiveness assessment **must** be made for that building and the installation be complete before 1 September 2022.
- 6.20 Where a building first falls into the open class on or after 1 September 2022, a cost-effectiveness assessment **must** be made, and, if required, meters installed, at that time.
- 6.21 To assess whether it is cost-effective to install meters, heat suppliers should use the cost-effectiveness tool, which is available on the OPSS Heat Network compliance website.
- 6.22 Where the initial cost-effectiveness assessment result is negative, the assessment **must** be repeated within four years.
- 6.23 Where a future cost-effectiveness assessment of an existing heat network returns a positive outcome, indicating that it has now become cost-effective to install final customer meters, the heat supplier **must** install the meters within that four year period.
- 6.24 A failure to complete the meter installations by 1 September 2022 (including those caused by delays in completing the cost-effectiveness assessment or incorrectly completed cost-effectiveness assessment) will **constitute a breach of the Regulations and OPSS will consider the appropriate and proportionate enforcement action to ensure compliance.**

Guidance to Heat Network (Metering and Billing) Regulations

- 6.25 As part of their notification, heat suppliers **must** submit the outcome of the cost-effectiveness assessments for buildings in the open class to OPSS. This may be as part of first-time notifications (for new networks) or all re-notifications (in respect of existing networks) unless meters are installed in the meantime.
- 6.26 Heat suppliers are strongly advised to contact OPSS in advance of the meter installation deadline, and confirm the results of the cost-effectiveness assessment if in doubt. This may prevent the breach of Regulations as described in paragraph 6.24.
- 6.27 Please refer to Chapter 5 in this Guidance, which covers Regulation 3, for further information about notifications.

Exempt class

- 6.28 Table B3 in Appendix B lists the buildings which fall into the exempt class.
- 6.29 Final customer meters do not need to be installed in buildings that fall into the exempt class.
- 6.30 OPSS may request evidence from heat suppliers that a building falls into the exempt class.

Other considerations

- 6.31 Every final customer meter installed under Regulation 4 (whether mandatory in viable class buildings, as a result of a positive cost-effectiveness assessment in open class buildings or existing meters in open class buildings) **must** be accompanied by a temperature control device allowing a customer to control their consumption of heating or cooling supplied through a network.
- 6.32 Heat suppliers with installed final customer meters are further subject to requirements in Regulation 5 (meter accuracy), Regulation 7 (replacement of meters), Regulation 8 (ongoing obligations in relation to meters) and Regulation 9 (billing). This applies equally to existing and newly installed meters.
- 6.33 Following their initial determination, it is possible for buildings to move between classes due to a later change in circumstances. For example, an exempt class building that undergoes a change of use from supported housing to a non-exempt type of residence (or a building with other non-exempt heat use) would move to the open class or an existing building supplied by a district heat network would move to the viable class if it is undergoing major renovations. However, we would expect the class to remain the same for most buildings.
- 6.34 Where a building moves from the exempt class to the open class and where the heat supplier determines it is technically feasible and cost-effective to do so, the heat supplier **must** install meters when the building falls into that class. The same applies to any buildings that subsequently move into the viable class.
- 6.35 A heat supplier whose building changes class is not required to notify OPSS of this immediately but report the correct building class in the next heat network re-notification submission.

7 Regulation 5 (Requirements Relating to Meters)

- 7.1 Regulation 5 sets out requirements relating to the meter accuracy. It states that meters **must** accurately measure, memorise and display the consumption of heating, cooling or hot water by each final customer.
- 7.2 This requirement applies to all installed meters on any heat network that falls within the scope of the Regulations. This includes, meters installed prior to the Regulations first coming into force in 2014.
- 7.3 With regards to meters which were installed before the 27 November 2020 heat suppliers **must** comply with this requirement before 1 September 2022.

Heat meter accuracy

- 7.4 Regulation 5 requires the heat meters in scope of these Regulations to be accurate but is not prescriptive with regard to a standard or accuracy class.
- 7.5 As a matter of good practice and having reviewed similar schemes that require heat to be metered, the OPSS advises the heat suppliers to use the meters that meet established performance standards. For example, this could mean installing meters that comply with 2014 Measuring Instruments Directive (MID) (2014/32/EU) or recommendations in OIML R 75:2002 Heat meters².
- 7.6 OPSS advises that installed meters need to meet the tolerances which are stated as being the maximum permissible errors for each of the accuracy class.
- 7.7 To ensure accuracy and prevent malfunctioning, meters should be installed in line with the manufacturer's instructions. This includes the correct positioning of all meter components (calculator, flow sensor and the pair of temperature probes), correct placement with respect to the pipe (e.g. distance from joints and bands), meter calibration and similar. For complete requirements and instructions, please refer to your meter's manufacturers' documentation.
- 7.8 OPSS advises that all metering equipment is installed by a competent installer.
- 7.9 For meters that are MID compliant, the acceptable proof of accuracy includes a type examination certificate. Another type of evidence that is also acceptable is a photograph of 'MID markings' on the meter body (integrator component), alongside the proof of the meter installed at the declared location (serial number).
- 7.10 MID compliant meters will also contain an indication of an accuracy class on the meter body (integrator part). In most circumstances, the marking will just say 'class 2' or 'cl 2', rather than 'accuracy class 2'. Other applicable meter classes that are visible on the meter body will normally have full denomination, such as environmental class.
- 7.11 For OIML R 75, the acceptable proof of accuracy may include an OIMLCS Certificate and associated type evaluation/ test report from an OIML Issuing Authority.

² <https://www.oiml.org/en>

- 7.12 The sections 7.5 to 7.11 contain recommendations on ways to be compliant, but they are by no means prescriptive or exhaustive. If your meter does not fall into the examples described here, please contact the OPSS Heat Networks team to discuss the specifications of the meter you have or are intending to install, and what evidence can be presented to confirm the meter is accurate.

Hot water meter accuracy

- 7.13 Regulation 5 requires the hot water meters in scope of these Regulations to be accurate but are not prescriptive with regard to a standard.
- 7.14 As a matter of good practice, the OPSS strongly advises the heat suppliers that the hot water meters comply with the established standards, such as 2014 Measuring Instruments Directive (MID) (2014/32/EU) MI-001 or OIML R 49: 2013 (E) Water meters for cold potable water and hot water.
- 7.15 In addition to meeting any required standard, hot water meters need to be installed in line with the manufacturer's instructions.
- 7.16 Hot water meters that do not meet MID or OIML may also be deemed accurate. If this is the case for you, please get in touch with OPSS to discuss the options for evidencing the accuracy requirement.
- 7.17 For meters that are MID compliant, the acceptable proof of accuracy includes a type examination certificate. Another type of evidence that is also acceptable is a photograph of 'MID markings' on the meter body (integrator component),
- 7.18 For OIML R 49, the acceptable proof of accuracy may include an OIML-CS Certificate and associated type evaluation/ test report from an OIML Issuing Authority.

OPSS requirements and evidence

- 7.19 When submitting initial evidence on meter accuracy, if it meets the requirements in paragraph 7.14, you need to confirm the following information:
- Make, model and serial number of the meter;
 - Location of the meter on the heat network;
 - Whether the meter is MID compliant and its accuracy class;
 - If the meter is not MID compliant, further evidence of standards and accuracy class, such as calibration or testing certificates;
 - Declaration that the meter has been installed in line with the manufacturer's instructions; and
 - Installation date, and the date of the latest test and/or calibration.
- 7.20 Where OPSS receives complaints from a customer, further evidence may be required from a heat supplier to evidence that the measuring equipment in scope of these Regulations is compliant with the requirements of Regulation 5. This may include in situ or laboratory tests, or other methods, as deemed appropriate.
- 7.21 In line with the transitional arrangements pertaining to the UK's exit from the EU, CE marking on the hot water meters entering the UK are allowed until 1 January 2022. This page will be updated to reflect any changes ahead of this deadline.

8 Regulation 6 (Duty to install heat cost allocators, thermostatic radiator valves and hot water meters)

Heat cost allocators, thermostatic radiator valves and hot water meters

- 8.1 In certain cases, Regulation 6 requires heat supplier to install heat cost allocators (HCAs), thermostatic radiator valves (TRVs) and hot water meters. This applies where there is:
- More than one final customer in the building;
 - Both heating and hot water is supplied to that building; and
 - The heat supplier has determined that it is not technically feasible or cost-effective to install final customer meters.
- 8.2 Heat suppliers are required to install heat cost allocators, thermostatic radiator valves and hot water meters only where it is cost-effective and technically possible to do so. The requirement to assess cost-effectiveness of HCA, TRV and hot water meters installed applies only to buildings in the open class, after the technical feasibility and/or cost-effectiveness assessment has been completed in respect of heat meters and the outcome was negative.
- 8.3 For buildings that fall into the open class before 27 November 2021, heat suppliers **must** complete the cost-effectiveness assessment in respect of HCAs, TRVs and hot water meters by 27 November 2021. If the cost-effectiveness assessment results are positive, they **must** install HCAs, TRVs and hot water meters by 1 September 2022.
- 8.4 Where a building first falls into the open class between 27 November 2021 and 1 September 2022, the cost-effectiveness assessment **must** be made for that building and the installation be complete before 1 September 2022.
- 8.5 Where a building first falls into the open class on or after 1 September 2022, a cost-effectiveness assessment **must** be made, and HCAs, TRVs and hot water meter meters installed, at that time.
- 8.6 Where a cost-effectiveness assessment has indicated that it is not cost-effective for metering devices (meters or HCAs, TRVs and hot water meters) to be installed, the heat supplier is required to carry out a further assessment within four years and repeat this within four-year periods thereafter, for as long as those assessments return a negative response and meters or heat cost allocators have not been installed.
- 8.7 Where it is not cost-effective to install metering devices, the heat supplier may use alternative methods to determine charges for customers for heat supplied through a network, including using a building level meter.
- 8.8 Where a repeated cost-effectiveness assessment of open class building that has previously returned negative result subsequently indicates that it has become cost-effective to install HCAs, TRVs and hot water meters, the heat supplier **must** complete this work within that four year period.

Guidance to Heat Network (Metering and Billing) Regulations

- 8.9 Where an assessment has indicated that it is cost-effective to install HCAs, TRVs and hot water meters in a building, the heat supplier is required to install HCAs and TRVs at each room-heating radiator in the premises of each customer, as well as a single hot water meter for each customer.
- 8.10 The heat suppliers with both existing and newly installed HCAs, TRVs and hot water meters in open class buildings need to comply with the requirements of Regulation 5 (accuracy of hot water meters), Regulation 6 (accuracy of HCAs), Regulation 8 (ongoing obligations in relation to meters and HCAs) and Regulation 9 (billing).
- 8.11 For clarity, the devices referred to in this section mean:
- HCA is used to record the consumption of heat by a room-heating radiator within a customer's premises;
 - TRV is used to give a customer control over the consumption of heat by a room-heating radiator;
 - Hot water meter is used to record the consumption of hot water by a customer.

Heat cost allocator accuracy

- 8.12 Heat cost allocators in scope of these Regulations **must** accurately measure, memorise and display the consumption of heat by a room-heating radiator.
- 8.13 Regulation 6(6) requires the heat cost allocators in scope of these Regulations to be accurate but is not prescriptive with regard to a standard.
- 8.14 As a matter of good practice, the OPSS advises the heat suppliers that the heat cost allocators comply with the standard BS EN 834:2013.
- 8.15 In addition to meeting any required standard, the heat cost allocators need to be installed in line with the manufacturer's instructions.
- 8.16 Heat cost allocators that do not meet the BS EN 834:2013 may be deemed as accurate. If this is the case for you, please get in touch with OPSS to discuss the options for evidencing the accuracy requirement.

Evidencing heat cost allocator accuracy

- 8.17 Requirements for evidencing heat cost allocator accuracy will follow the same process previously described for meter accuracy in Chapter 7 on Regulation 5 requirements.
- 8.18 When submitting initial evidence on heat cost allocator accuracy, you will need to confirm the following information:
- Make, model and serial number of the heat cost allocator;
 - Location of the heat cost allocator on the heat network;
 - Whether the heat cost allocator is compliant with BS EN 834:2013;
 - If the heat cost allocator is not compliant with BS EN 834:2013, further evidence of its accuracy, such as technical documentation and/or test results;
 - Declaration that the heat cost allocators has been installed in line with manufacturer's instructions;
 - Installation date, and details of any previous tests.

Guidance to Heat Network (Metering and Billing) Regulations

- 8.19 If OPSS is not satisfied with the heat cost allocator accuracy following the submission of initial evidence, such as if there are customer complaints, further evidence may be required from a heat supplier. This may include in situ or laboratory tests, or other methods, as deemed appropriate.

9 Regulation 7 (Replacement of existing meters)

- 9.1 Regulation 7 requires the heat suppliers ensure that replacement meters accurately measure, memorise and display the consumption of heating, cooling or hot water by a final customer.
- 9.2 For meter accuracy requirements and how they can be met, please refer to paragraphs 7.5 to 7.11 (Chapter 7 on Regulation 5, meter accuracy sub-heading) of this Guidance.
- 9.3 Replacing meters is expected to be generally possible. However, in cases where it would be technically impossible or the estimated cost would be unreasonable, this **must** be evidenced to OPSS.

10 Regulation 8 (On-going obligations in relation to meters and heat cost allocators)

- 10.1 In accordance with the Regulations, heat suppliers **must** ensure that any installed meters and heat cost allocators are:
- continuously operating correctly; and
 - properly maintained and periodically checked for errors.
- 10.2 To ensure that the meters and heat cost allocators are properly maintained, heat suppliers should refer to their manufacturers' documentation and comply with maintenance requirements therein, including re-calibration of meters.
- 10.3 Heat suppliers should also periodically visit sites and visually check meters, remotely monitor usage and address any anomalies, conduct periodic checks against warranties and specifications and similar.
- 10.4 Heat suppliers need to keep evidence of maintenance activities, which includes, but is not limited to, invoices, receipts, inspection logs, and testing or re-calibration certificates and reports, and **must** produce them if requested by OPSS.
- 10.5 OPSS strongly advises that any re-calibration or testing activities be carried out by a manufacturer of the relevant meter, or by an organisation accredited by the United Kingdom Accreditation Service (UKAS).

11 Regulation 9 (Billing)

- 11.1 Regulation 9 outlines the billing requirements for heat suppliers when supplying final customers on the networks they operate. Regulation 9 applies where meters or HCAs are installed on the network.
- 11.2 The billing requirements apply to all existing and new meters and HCAs installed on the heat network, regardless of whether they have been installed under a duty in the Regulations or not. Prior to the amendments coming into force on 27 November 2020, the billing requirements applied only to metering devices that have been installed under the obligations of the Regulations, however, they now include all installed metering devices. From 1 September 2022, mandatory billing requirements will apply to metering devices where this requirement did not previously apply.
- 11.3 The heat supplier **must** ensure that bills and billing information for the consumption of heating, cooling or hot water by a final customer are accurate, based on actual consumption and compliant with the requirements outlined in Schedule 2 of the Regulations.
- 11.4 A heat supplier does not need to comply with mandatory billing requirements unless it is technically possible and economically justified to do so. It will be considered technically possible and economically justified to issue bills and billing information to final customers where the estimated reasonable cost of issuing them does not exceed £92 per a final customer per a year (paragraph 6 of Schedule 2).
- 11.5 To estimate this cost, in accordance with paragraph 7 of Schedule 2, the heat suppliers **must** take in to account the costs of:
- Collecting, storing and processing of the meter readings;
 - Preparation and issuing of the bill and billing information;
 - Processing of payments; and
 - Issuing demands for payment if a bill is not paid.
- 11.6 The mandatory billing requirements **do not apply where** the final customer occupies:
- Supported housing, almshouse accommodation or purpose-built student accommodation; or
 - a private dwelling or non-domestic premise that is subject to a leasehold interest where the lease began before 27 November 2020 and contains a provision which would prevent billing based on actual consumption.
- 11.7 Schedule 2 details the information that need to be included as part of the billing information. Billing information **must** include the following:
- Current energy prices charged to the final customer by the heat supplier;
 - Information about the final customer's energy consumption from the heat supplier;
 - Where available, comparisons of the final customer's current energy consumption from the heat supplier with consumption for the same period in the previous year, if possible displayed in a graph;

Guidance to Heat Network (Metering and Billing) Regulations

- Contact information, including website addresses, for organisations from which information may be obtained on available energy efficiency improvement measures and technical specifications for products which use energy. An example of this is <https://www.simpleenergyadvice.org.uk/>
- 11.8 Billing information **must** be issued by the heat supplier at least twice a year and with every bill issued. A bill **must** be issued to a customer at least once per year based on actual rather than estimated consumption.
- 11.9 Where a final customer has opted to receive electronic billing or where a final customer requests, billing information **must** be issued at least quarterly.
- 11.10 A bill may be based on an estimate only if the final customer has not provided a meter reading where they are expected to do so.
- 11.11 A heat supplier's costs of providing bills and billing information may be passed on to final customers provided that no profit is made from such charges. This is the case unless, in buildings with more than one final customer, billing services are undertaken by a third party, in which case **reasonable charges** may be passed on to final customers.
- 11.12 A heat supplier must not make a specific charge to a final customer for the provision of a bill or billing information other than in respect of the supply of additional copies.
- 11.13 At the request of a final customer a heat supplier must:
- Supply a final customer's billing information to an energy services provider;
 - Provide electronic billing and billing information;
 - Ensure that information and estimates of energy costs are provided to a final customer promptly and in a format, which enables customers to compare charges of different energy suppliers.
- 11.14 Heat suppliers **must** also provide a clear explanation of the information contained in a bill, including how the bill was calculated and specifying fixed and variable charges.
- 11.15 The pricing of heat supply is not in scope of the Regulations.

12 Transitional arrangements

12.1 The Heat Network (Metering and Billing) (Amendment) Regulations 2020 come into force on 27 November 2020. The Regulations set out transitional arrangements for heat suppliers who already operate heat networks. The deadlines for compliance with a number of obligations under the Regulations are staggered over a period of time. This chapter describes the various commitments, deadlines and what suppliers need to do to prepare for it.

First deadline – 27/11/2021

- 12.2 Heat suppliers will need to have completed the determination of the building class for each building on all networks they operate. In addition, they need to complete a technical feasibility and cost-effectiveness assessment for all buildings in the open class (where meters or heat cost allocators are not already installed).
- 12.3 There is an obligation to complete the cost-effectiveness assessment by the first deadline but failing to do so does not constitute an offence.
- 12.4 Failing to complete a cost-effectiveness assessment by the first deadline will have an impact on the ability of a heat supplier to meet other obligations. As an example, if a heat supplier fails to complete a cost-effectiveness assessment in time, and subsequently fails to install heat meters or heat cost allocators in time, they will be liable for penalties under Regulation 13, in relation to Regulations 4 and 6.
- 12.5 OPSS urges all suppliers to complete the cost-effectiveness assessment well in advance of the deadline and contact OPSS if they encounter any issues with meeting this requirement.

End of transitional arrangements in respect of the first deadline

- 12.6 Heat suppliers **must** complete and retain copies of cost-effectiveness assessment and submit them to OPSS at request. The tools are available at the OPSS Heat Network compliance website.
- 12.7 OPSS reserves the right to ask for the cost-effectiveness assessment and any other supporting evidence necessary to verify the requirement to install metering devices in due course.
- 12.8 There is no requirement to submit the completed cost-effectiveness assessment to OPSS at this stage (immediately after the first deadline has passed).

Second deadline – 01/09/2022

- 12.9 Heat suppliers **must** comply with all amended and new requirements by the second deadline of 1 September 2022.
- 12.10 Heat suppliers **must** complete the installations of heat meters in all buildings that fall into the open class where it is technically feasible and the results of the cost-effectiveness assessment confirm that it's cost-effective to do so.
- 12.11 Where meters are required by the Regulations, temperature control devices **must** also be installed.

Guidance to Heat Network (Metering and Billing) Regulations

- 12.12 Heat suppliers will also need to comply with requirements on meter accuracy for any meters installed before 27 November 2020. Furthermore, compliance with requirements relating to ongoing obligations (with regards to meters and heat cost allocators) as well as billing will be required for all installed metering devices (not previously covered) by this deadline.
- 12.13 Where it not technically feasible and cost-effective to install heat meters but it is cost-effective to install HCAs, TRVs and hot water meters as per results of the cost-effectiveness assessment, the heat suppliers **must** do so by the second deadline.
- 12.14 Where heat suppliers were due to re-notify their heat network to OPSS between 27 November 2020 and 1 September 2022, they **must** submit their renotification at the latest by the end of this period with all required information.
- 12.15 From 1 September 2022, final customer meters will be mandatory in almost all newly constructed buildings with communal heating (see building classes in Appendix B).

End of the second deadline and transitional arrangements

- 12.16 The transitional arrangements end on 1 September 2022, and from there on compliance with all requirements in the Regulations will apply.
- 12.17 Not having complied with all transitional requirements is an offence. OPSS will seek evidence that obligations have been met and take action where they have not.

13 Our role

- 13.1 The Office for Product Safety and Standards is part of the Department for Business, Energy and Industrial Strategy (BEIS) and is appointed by BEIS as the enforcement authority responsible for ensuring compliance with the Heat Network (Metering and Billing) (Amendment) Regulations 2020 within the UK.
- 13.2 We operate across a range of sectors with a focus on technical, environmental and product-based regulations. We make regulation work, protecting people and the environment, enabling businesses and maximising the impact of what we do, in partnership with users and stakeholders.
- 13.3 Our approach to carrying out our regulatory activities is explained in our Service Standards. We know that good regulation is proportionate, consistent, targeted, accountable and transparent. We use the full range of tools and powers available to us to promote compliance and enforce the law to maintain protection, fairness and confidence.
- 13.4 We ensure that information, guidance and advice are available to help those we regulate to understand and meet legal requirements. Enquiries and requests for guidance or advice can be made by contacting us:
- Email (generic): opss.enquiries@beis.gov.uk
 - Email (heat networks team): heatnotifications@beis.gov.uk
 - Online enquiry form: <https://www.rohs.bis.gov.uk/enquiry>
 - Telephone: 0121 345 1201
 - Post: Office for Product Safety and Standards, PO Box 17200, Birmingham B2 2YT
- 13.5 We carry out inspections and other activities to check compliance with legal requirements, in accordance with our legal powers, and we target these checks where we believe they are most needed.
- 13.6 We are committed to dealing with non-compliance with legal requirements in a manner proportionate to the nature, seriousness and circumstances of the offence, as set out in our Enforcement Policy. Our aim is to deliver enforcement that is fair and objective, while also being robust, credible and consistent with the intentions of the legislation. We use compliance advice, guidance and support as a first response to many breaches, where we consider this effective and proportionate. However, we will deal firmly with those that deliberately, persistently or recklessly fail to comply with their obligations, using the powers set out in Schedule 3 in the Regulations.
- 13.7 When we take enforcement action or make a regulatory decision in relation to a business or other body that we regulate, we will always provide a clear and timely explanation of any associated right to appeal. Further information on rights to appeal is available in our Challenges and Appeals Guidance.
- 13.8 Safety and Standards has responsibility for enforcing other regulations which may affect heat suppliers under Heat Network (Metering and Billing) (Amendment) Regulations 2020. These include Measuring Instruments Regulations 2016 (available here: www.gov.uk/government/publications/measuring-instruments-regulations-2016) and guidance on CE Marking (available here: www.gov.uk/guidance/ce-marking).

Guidance to Heat Network (Metering and Billing) Regulations

- 13.9 Further information on OPSS and the comprehensive list of regulations that we enforce can be found here: <https://www.gov.uk/guidance/national-regulation-enforcement-services>.

14 Glossary

- 14.1 The concepts used are explained in the Guidance or are otherwise included in definitions in Regulation 2. To avoid duplication, it will not be repeated here.

15 Appendix A – ‘Cascading Responsibilities’

- 15.1 In some situations, there is an intermediary between the heat supplier and the final customer.
- 15.2 In this scenario, company A operates a boiler supplying heat into a district heat network. Building owner B receives heat from company A and rents its building (and sells the heat) to companies C and D.
- 15.3 Building owner B is a final customer on A's district heat network. B is also a heat supplier to C and D, who are B's final customers through communal heating.
- 15.4 Both A and B are heat suppliers and have to meet the duties in the Regulations.

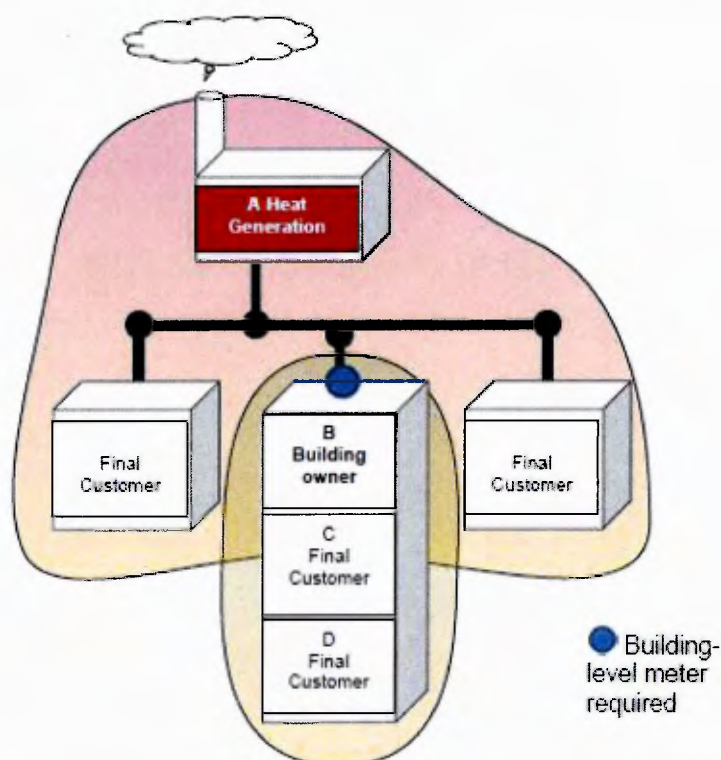


Figure A1

- 15.5 In this situation, OPSS advises that an arrangement is made for A to submit a notification for the network which encompasses both A's and B's information (i.e. the total number of final customers).
- 15.6 If this is not possible, then both parties must submit their own notification. In this case, B should enter '0' for the Heating/hot water capacity (question 3.1) and Heating/ hot water generation (question 3.4) and leave a covering note including A's name and postcode.

16 Appendix B – Building classes

16.1 This Appendix supplements Chapter 6 (Regulation 3 (duty to notify), Regulation 4 (duty to install meters) and Regulation 6 (duty to install heat cost allocators, thermostatic radiator valves and hot water meters)) and summarises building classes in a table format.

16.2 Viable class

Buildings supplied by a district heat network which fall into the viable class	Buildings supplied by communal heating which fall into the viable class
<p>A newly constructed building connected to a district heat network on or after 27 November 2020.</p> <p>This includes new buildings added to existing heat networks as well as those constructed before 27 November 2020 but connected on or after this date.</p>	<p>A newly constructed building (not in the open class or exempt class) connected to communal heating on or after 1 September 2022.</p> <p>This includes buildings which are constructed before 1 September 2022 but connected on or after this date.</p> <p>Some new buildings with communal heating fall into the open class or exempt class (please see relevant tables).</p>
<p>A building that undergoes major renovations relating to the technical services (as defined in the Regulations) on or after 27 November 2020.</p>	<p>No existing buildings.</p>
<p>An existing building where meter installations have previously been mandatory.</p> <p>This includes buildings which during the period between 18 December 2014 and before 27 November 2020</p> <ul style="list-style-type: none"> - were newly constructed and connected to a district heat network; or - underwent major renovations relating to the technical services of that building (as defined in the Regulations). 	<p>No existing buildings.</p>

Table B1

16.3 Open class

Buildings supplied by a district heat network which fall into the open class	Buildings supplied by communal heating which fall into the open class
No new buildings.	<p>A newly constructed building (not in the exempt class) connected to communal heating on or after 27 November 2020 and before 1 September 2022.</p> <p>Some buildings fall into the exempt class (please see the relevant table).</p>
No new buildings.	<p>A newly constructed building (not in the exempt class) connected to communal heating on or after 1 September 2022 where</p> <ul style="list-style-type: none"> - there is more than one entry point for the pipes; or - the building (or any part of the building) is supported housing, almshouse accommodation or purpose-built student accommodation. <p>Some buildings fall into the exempt class (please see relevant table).</p>
An existing building (not in the viable class) where meters or heat cost allocators are installed in all private dwellings or non-domestic premises in that building.	An existing building where meters or heat cost allocators are installed in all private dwellings or non-domestic premises in that building.
<p>Any other existing building that does not fall into the viable class or exempt class (please see relevant tables), this includes but is not limited to:</p> <ul style="list-style-type: none"> - existing buildings which were connected to a district heat network before 18 December 2014 (before meters became mandatory for these buildings). - existing buildings which were not originally constructed to be connected to a district heat network but are connected at a later stage, on or after 27 November 2020. 	<p>Any other existing building that does not fall into the exempt class (please see the relevant table).</p> <p>Existing buildings include those which were not originally constructed to be connected to communal heating but are connected at a later stage, on or after 27 November 2020.</p>

Table B2

16.4 Exempt class

Buildings supplied by a district heat network which fall into the exempt class	Buildings supplied by communal heating which fall into the exempt class
No new buildings.	A newly constructed building, not consisting mainly of private dwellings which is connected to communal heating on or after 27 November 2020 where <ul style="list-style-type: none"> - heat is distributed by means of a system other than hot water; or - the cooling system uses a transfer fluid other than water.
An existing building (not in the viable class), where the building (or any part of the building) is <ul style="list-style-type: none"> - supported housing; - almshouse accommodation; or - purpose-built student accommodation. 	An existing building, where the building (or any part of the building) is <ul style="list-style-type: none"> - supported housing; - almshouse accommodation; or - purpose-built student accommodation.
An existing building (not in the viable class), where more than 10% of the total number of private dwellings and non-domestic premises are <ul style="list-style-type: none"> - subject to a leasehold interest; - the lease began before 27 November 2020; and - the lease contains a provision which would prevent billing based on consumption. 	An existing building, where more than 10% of the total number of private dwellings and non-domestic premises are <ul style="list-style-type: none"> - subject to a leasehold interest; - the lease began before 27 November 2020; and - the lease contains a provision which would prevent billing based on consumption.
An existing building (not in the viable class), not consisting mainly of private dwellings where <ul style="list-style-type: none"> - heat is distributed by means of a system other than hot water; or - the cooling system uses a transfer fluid other than water. 	An existing building, not consisting mainly of private dwellings where <ul style="list-style-type: none"> - heat is distributed by means of a system other than hot water; or - the cooling system uses a transfer fluid other than water.

Table B3

17 Appendix C – Summary changes brought in by the 2020 Amendments

- 17.1 This Appendix sets out main changes brought in by the Heat Network (Metering and Billing) (Amendment) Regulations 2020 (referred to in here as ‘the 2020 Amendments’).
- 17.2 The Appendix is structured so as to note main changes against each Regulation. Each section summarises the main requirements of the Regulation and sets out the changes to the previous version(s) of the Regulations.
- 17.3 This Appendix is aimed at existing heat suppliers who may want a quick overview of what has changed.
- 17.4 This Appendix needs to be read together with main sections of Guidance, which explains the context and requirements of the change.

Regulation 2

- 17.5 Regulation 2 provides for the definitions used in the Regulations.
- 17.6 Several new definitions are introduced, including ‘almshouse accommodation’, ‘social housing provider’, ‘supported housing’, ‘low cost rental accommodation’, and ‘student accommodation’. These are important in relation to the building classes.
- 17.7 A definition of ‘existing building’ has also been included.

Regulation 2A

- 17.8 The 2020 Amendments introduce three building classes, of the viable, open and exempt classes. In this context, the 2020 Amendments introduce changes to the criteria which determine the metering requirements. The building classes are referred to in the context of Regulation 3 section in Guidance main body (relating to the requirement to notify building classes as a part of the notification process), Regulation 4 and 6 (relating to the requirement of assessment of technical feasibility and cost-effectiveness of the installation of metering devices) and in Appendix B (tables setting out criteria for each class).

Regulation 3

- 17.9 The core obligations with regard to Regulation 3 remain around requirement to notify and renotify heat networks.
- 17.10 The changes brought in by the 2020 Amendments cover:
- Additional information related to building class to be reported as a part of the notification;
 - Prescribed form for submitting the notification to OPSS (available on the OPSS Heat Network compliance website); and
 - Extension of deadline for submission of an updated notification (renotification) for renotifications due between 27 November 2020 and 1 September 2022.
- 17.11 The requirement to submit information related to the cost-effectiveness assessment as part of the notification is not new, however the information will need to part of the prescribed form for submitting the notification to OPSS.

Regulation 4

- 17.12 Regulation 4 covers the duty to install meters.
- 17.13 The 2020 Amendments describe how heat suppliers comply with the requirements to install meters in their buildings in accordance with the building classes.
- 17.14 Changes to Regulation 4 also provide new timelines within which the cost-effectiveness assessments need to be completed and metering devices be installed.
- 17.15 Regulation 4 also references Schedule 1, which has been amended.

Regulation 5

- 17.16 Regulation 5 maintains that the meters installed under the Regulations must be accurate.
- 17.17 The scope for meters to be accurate has been extended to all meters that are installed on heat networks that are in scope of Regulations, whether or not they were installed as a requirement of the Regulations (or voluntarily, for example).
- 17.18 Through amendment of Regulation 11, non-compliance with Regulation 5 has become an offence.

Regulation 6

- 17.19 Regulation 6 covers the duty to install heat cost allocators (HCAs), thermostatic radiator valves (TRVs) and hot water meters.
- 17.20 The 2020 Amendments describe how heat suppliers comply with the requirements to install heat cost allocators, thermostatic radiator valves, and hot water meters in their buildings in accordance with the building classes.
- 17.21 Changes to Regulation 6 also outline the timelines within which the cost-effectiveness assessments need to be completed and HCAs, TRVs and hot water meters installed.
- 17.22 Regulation 6 also references Schedule 1, which has been amended.

Regulation 7

- 17.23 Regulation 7 covers the replacement of existing meters.
- 17.24 Regulation 7 has been simplified to retain only an obligation for replacement meters to be accurate (in the same way that Regulation 5 covers accuracy of existing and first time/newly installed meters).
- 17.25 The remainder of the previous Regulation 7, which referred to metering requirements for new buildings and major renovations on district heat networks, is now reflected in the metering requirements of the building classes in Regulation 2A.

Regulation 8

- 17.26 Regulation 8 covers ongoing obligations in relation to meters and heat cost allocators.
- 17.27 This requirement has been extended to all meters and heat cost allocators installed on heat networks that are in scope of Regulations, whether or not they were installed as a requirement of the Regulations.

Regulation 9

- 17.28 Regulation 9 covers billing requirements.

Guidance to Heat Network (Metering and Billing) Regulations

- 17.29 One notable change with regard to Regulation 9 is the change of threshold for billing cost that has changed from £70 to £92 per final customer per year. This amendment is contained in Schedule 2, paragraph 6.
- 17.30 The 2020 Amendments also introduce a number of other criteria where billing requirements are not mandatory.
- 17.31 Regulation 9 has been extended to all meters and heat cost allocators that are installed on heat networks that are in scope of the Regulations, whether or not they were installed as a requirement of the Regulations

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Office for Product Safety and Standards

Department for Business, Energy and Industrial Strategy

Lower Ground Floor, Victoria Square House, Victoria Square, Birmingham B2 4AJ

www.gov.uk/government/organisations/office-for-product-safety-and-standards

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Annie Bletsoe-Brown

From: [REDACTED]
Sent: 18 December 2021 00:55
To: London.RAP@justice.gov.uk; Neil Lawlor
Cc: [REDACTED]

Subject: CASE REF; LON/ooAU/LDC/2021/0209& your rep: NML/NHH1/3004
Attachments: 2ABA2265-0A79-4E6D-B5AC-E5481F3B8991.jpeg

Dear First-tier Tribunal chamber (residential property)

Please register my objections to the APPLICATION alongside my fellow residents of Endeavour & Mayflower houses... Individual residents objections will be registered separately as well..
Please acknowledge the receipt of my email as we wish to attend the oral hearing..

[REDACTED]



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	17-12-2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	28. ENDEAVOUR HOUSE E14 8G2
Your correspondence address (if different):	[Redacted]
Telephone:	[Redacted]
Email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 20 December 2021 14:46
To: [REDACTED] London.RAP@justice.gov.uk; Neil Lawlor; svcfeedback@nhg.org.uk;
Cc: London.RAP@justice.gov.uk; Neil Lawlor; svcfeedback@nhg.org.uk; [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Subject: Re: CASE REF: LON/ooAU/LDC/2021/0209 & REF: NML/NHH1/3004

:
To
The First Tier Tribunal Property Chamber, Neil Lawlor, [REDACTED] & svc feedback.

Please find reply form attached.

This is my statement in response to the application with a copy of the reply form attached.

I wholly object to the new application for dispensation, the proposals to enter into a new agreement with an energy broker, to use that broker to procure utility supply agreements, to supply gas and/or electricity to communal areas.

NHG have been obscure, manipulative, misleading and greedy, with an utter disregard to its tenants welfare and trust. We are currently in an agreement with a similar energy broker with such a lack of clarity towards what we actually pay towards gas and/or electricity.

Our properties are fully electric, we have never had a gas charge when we moved into the property. Now we receive an electric bill which includes the cost of heating and hot water as explained by our electricity supplier, yet NHG have contracted an energy broker to charge us a gas bill. What for? the reason has never been explained fully and accurately. NHG pay for communal gas (as vaguely explained once by Joe Obeng), which we contribute towards via our service charges, or so that's what I assumed. Seems to me NHG got it wrong and now decided to put their cost onto its tenants and leaseholders.

Rent and service charge was reasonable, and throughout the years they have just spiralled out of control. Our rent and service charge is now higher than ever. The breakdown of the service charge has never been accurately and openly explained. Vague responses from NHG with no accountability, and no follow up responses. Till date no explanation of management agent costs.

NHG now want to enter into another agreement with a broker to further their interests of procuring as much money from its tenants through misleading charges. I regret I have not been able to keep all the documentation of the previous application by NHG to enter into agreement with the current energy broker, to support my objection and provide further evidence of NHG malpractice.

I fully OBJECT to this application.



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, Neil Lawlor from Devonshires Solicitors LLP
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

20-12-21

Date:	
Signature:	[REDACTED]
Print Name:	
Address of affected property:	19 Endeavour Hse E14 6g2
Your correspondence address (if different):	
Telephone:	[REDACTED]
Email:	[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 21 December 2021 20:16
To: Neil Lawlor; svcfeedback@nhg.org.uk
Subject: NML/NHH1/3004 - Case Ref: LON/00AU/LDC/2021/0209
Attachments: [REDACTED] - Reply Form for Leaseholders 20211221.pdf

Dear Sirs

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

I have received a second letter with respect to the above application submitted by Notting Hill Genesis (NHG) as I am the leaseholder of the address at the end of this email, for which it is the freeholder. As per my response to the first letter, I am again writing to notify you of my intent to object to the application to seek dispensation under section 20ZA of the Landlord and Tenant Act 1985 (LTA) from consultation requirements. I make this objection on the following basis:

- NHG took over management of my property in April 2017.
- Since then the organisation has repeatedly shown that it does not have the competencies to manage the properties on the lease effectively.
- I have experienced ongoing poor service, but what is relevant specifically on this occasion is the organisation's explicit failings with regard to leasehold law:
 1. I have made repeated lawful requests for reconciled service charge accounts under section 21 of the LTA. NHG still has yet to provide any reconciled accounts for the four full accounting years it has managed my property. It has committed a summary offence on this basis.
 2. When NHG took over management of properties on the lease, there was a change in the freeholder. Leaseholders were never informed, despite an apparent requirement to do so under section 3 of the LTA.
 3. NHG have yet to lawfully serve me a service charge demand for the current accounting year. I have repeatedly chased this up and explained to them what is required to make the request enforceable in accordance with section 21B of the LTA, but no one within the organisation seems to be able to generate the relevant paperwork. I am confident that they are unlawfully taking service charge funds from other leaseholders who have not noticed this failing.
 4. I was served with eviction papers due to NHG's failure to correctly recognise or record the status of my property (long lease as opposed to shorthold tenancy) and I believe that their failure to correctly record properties is leading to service charge funds to be misallocated (though I cannot prove this on account of their ongoing failure to provide reconciled accounts).
 5. The incorrect issuing of the original paperwork to for this application provides further evidence that NHG is not competent and should not be allowed to make decisions that have a potential financial impact on its leaseholders without input from said leaseholders.
- Given the above I do not think it is reasonable for NHG to be granted a dispensation to further conceal the details of its expenditure from leaseholders by allowing the organisation to forgo a consultation process.

I attach a copy of the Reply Form for Leaseholders, which I have submitted to the First-tier Tribunal Property Chamber (Residential Property) along with a copy of this statement.

Regards

[REDACTED]
[REDACTED]

e: [REDACTED]
m: [REDACTED]
t: [REDACTED]

a: 18 Vibart Gardens | LONDON | SW2 3RJ

Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis



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

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

And send a copy to the landlord's representative, **Neil Lawlor from Devonshires Solicitors LLP**

30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	21/12/2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	18 VIBART GARDENS LONDON SW2 3RT
Your correspondence address (if different):	
Telephone:	[REDACTED]
Email:	[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 11 January 2022 22:05
To: 'SVCfeedback'
Cc: Neil Lawlor; london.rap@justice.gov.uk
Subject: RE: NML/NHH1/3004 - Case Ref: LON/00AU/LDC/2021/0209

Dear Sirs

Thank you for your response.

With all due respect, I have to disagree with your comment below regarding the relevance of the matters I have raised. The point I am clearly making is that NHG has only been consistent in its inability to comply with very clear matters of leasehold legislation. My objection to NHG's application for dispensation from consultation is that NHG should not be allowed to further circumvent the requirements put in place to protect leaseholders when it is already openly flouting the law.

I read the application paperwork provided on the NHG website as directed in your letter, but I cannot make any comment on the reasonableness of its contents because for the four full service charge years that NHG has managed my property I have had and continue to have no access to any expenditure information. Therefore, my objection can only be based on your failure to provide that information.

Furthermore, my Housing Manager is not Ludovic Basse and never has been. It is this ongoing failing with regard to record keeping that wholly demonstrates exactly why NHG should not be granted a dispensation from the scrutiny that consultation will provide.

Therefore I kindly request that my comments are taken into consideration as originally requested.

Regards

[REDACTED]
e: [REDACTED]
m: [REDACTED]
t: [REDACTED]
a: 18 Vibart Gardens | LONDON | SW2 3RJ

From: SVCfeedback <SVCfeedback@nhg.org.uk>
Sent: 11 January 2022 17:13
To: [REDACTED]
Subject: RE: NML/NHH1/3004 - Case Ref: LON/00AU/LDC/2021/0209

Dear [REDACTED]

Thank you very much for taking the time to send through your response.

I was very sorry to read that you have not received the information that you requested in relation to your service charge accounts and to date this is still outstanding. Your Housing Manager, Ludovic Basse has been notified of this, and will advise you on a time frame for getting matters resolved for you.

The dispensation application is a separate matter and I note you did not provide any comment in relation to this. The comments you made regarding the current management of your service charges will not be taken into consideration as part of this application.

Yours sincerely

Service Charge Compliance

Service Charge Compliance Team | Business Improvement Directorate

Notting Hill Genesis 1-3 Sussex Place Hammersmith W6 9EA

www.nhggroup.org.uk



From: [REDACTED]

Sent: 21 December 2021 20:16

To: neil.lawlor@devonshires.co.uk; SVCfeedback <SVCfeedback@nhg.org.uk>

Subject: NML/NHH1/3004 - Case Ref: LON/00AU/LDC/2021/0209

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Dear Sirs

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 1. I have made repeated lawful requests for reconciled service charge accounts under section 21 of the LTA. NHG still has yet to provide any reconciled accounts for the four full accounting years it has managed my property. It has committed a summary offence on this basis.
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 3. NHG have yet to lawfully serve me a service charge demand for the current accounting year. I have repeatedly chased this up and explained to them what is required to make the request enforceable in accordance with section 21B of the LTA, but no one within the organisation seems to be able to generate the relevant paperwork. I am confident that they are unlawfully taking service charge funds from other leaseholders who have not noticed this failing.
 4. I was served with eviction papers due to NHG's failure to correctly recognise or record the status of my property (long lease as opposed to shorthold tenancy) and I believe that their failure to correctly record properties is leading to service charge funds to be misallocated (though I cannot prove this on account of their ongoing failure to provide reconciled accounts).

5. The incorrect issuing of the original paperwork to for this application provides further evidence that NHG is not competent and should not be allowed to make decisions that have a potential financial impact on its leaseholders without input from said leaseholders.

- Given the above I do not think it is reasonable for NHG to be granted a dispensation to further conceal the details of its expenditure from leaseholders by allowing the organisation to forgo a consultation process.

I attach a copy of the Reply Form for Leaseholders, which I have submitted to the First-tier Tribunal Property Chamber (Residential Property) along with a copy of this statement.

Regards

[REDACTED]

[REDACTED]

e: [REDACTED]

m: [REDACTED]

t: [REDACTED]

a: 18 Vibart Gardens | LONDON | SW2 3RJ

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The electronic communications disclaimer and further information can be found on our website www.nhg.org.uk/legal.

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 21 December 2021 09:22
To: The Exchange TRA
Subject: RE: Utility dispensation letter

Hi [REDACTED]

We will have sent you a copy of the letter addressed to you at your address as a leaseholder. We also then sent a letter for the TRA addressed to you at that same address so that we could best ensure that it reaches you – to that end I also asked Niamh to send you a PDF copy.

The previous letter was sent to an address provided by our Resident Involvement team. We can continue to send notices for the TRA to your address which we are certain is correct but if you would like that team to update your contact details too you can contact them.

Your previously submitted questions will be responded to and included within our bundle submitted to the FTT.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: The Exchange TRA <[REDACTED]>
Sent: 17 December 2021 15:34
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: Re: Utility dispensation letter

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Hi Niamh

Thanks for your email.

I've received one letter, addressed to me personally. I haven't received anything addressed to the TRA. I can follow up on the issues with my personal details via my personal email.

NHG's previous TRA letter did not reach anyone because it was sent to an address that did not exist, so it's a good idea to check the address details you hold on file, so we can hopefully stop recurrence of missing correspondence in future.

Which address do you want to send TRA correspondence to?

There is confusion over whether you send posted TRA correspondence to the concierge office, the chair, or the secretary.

We submitted some questions by email on 29th October, but don't appear to have received any response, please could you advise when if / when we will get a reply?

Best wishes

[REDACTED]
On Tue, Dec 14, 2021 at 3:58 PM HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk> wrote:

Dear [REDACTED]

Thank you for your email.

I'm sorry for the confusion, this letter is intended for the TRA, as referred to in my below email and sent to the TRA email address. However, we should have included reference to the TRA in the letter to prevent confusion.

Please accept my sincere apology for the misspelling of your name, this is due to it being hand written. I have checked our system and can assure you that the spelling of your name is correct. The reason why your name is in the address box rather than The Exchange TRA is because we wanted to avoid any problems with receipt of the letter, as our previous letter in October did not reach the TRA.

You will have received a separate letter for you as an individual, as would other residents. I will email you separately your individual letter to assure you that two letters have been sent - one for you and one for the TRA.

In regards to your address, is the correction that the city needs to be added? I'm really sorry that you keep having raise this. Please be assured that we will get this right for you for any future correspondence.

All the best,

Niamh Lewendon

Policy and Projects Officer | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: The Exchange TRA <[REDACTED]>
Sent: 14 December 2021 09:30
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: Re: Utility dispensation letter

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Niamh

Thank you for your email.

Please could you confirm if you are attempting to reach the TRA, or an individual?

This is a TRA mailbox but the letter seems for an individual, not the TRA?

Has this letter been sent to every resident?

Finally, please could you confirm which database you took the letter name and address details from (As they are incorrect).

Best wishes

On Mon, Dec 13, 2021 at 3:36 PM HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk> wrote:

Hi [REDACTED]

I hope you're well.

Please find attached our second letter regarding the utilities dispensation application for The Exchange TRA. We've addressed it to you directly, at your home address to ensure it reaches you. This should arrive in the post with your shortly.

Please get in touch if you have any further questions.

All the best,

Niamh Lewendon

Policy and Projects Officer | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



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Notting Hill Genesis and its associated companies are registered in England and have their Registered Office at Bruce Kenrick House, 2 Killick Street, London N1 9FL.

Although we have taken precautions to ensure that this email and attachments are free from any virus, we accept no responsibility for viruses that we may have unintentionally transmitted to you within this email and you should check for viruses before opening any attachment.

The electronic communications disclaimer and further information can be found on our website www.nhg.org.uk/legal.

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
<HomeOwnershipUtilityDispensation@nhg.org.uk>
Sent: 24 December 2021 11:37
To: The Exchange TRA
Cc: Neil Lawlor; Annie Bletsoe-Brown; London RAP
Subject: RE: Comments LON/00AU/LDC/2021/0209

Hi [REDACTED]

Please find below answers to your questions. Because we had asked the FTT for directions to extend the period for correspondence we have not responded until now but this correspondence will all be included in our bundle sent to FTT for consideration of our application.

It is not clear if the structure proposed allows any commission payments or contains any sleeved payments to the supplier that will be ultimately passed through to the tenants under the arrangements being sought (either commissions for NHHO, or for brokers, intermediaries or others). If allowed, if there is any limit / consultation on the commissions, how we can check these.

This question concerns the Inenco brokerage contract which as explained in our correspondence is a contract that has already been agreed and which was not the subject of consultation as it was not a QLTA for which consultation is required.

This dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult, and not the Inenco contract any fees incurred under which would be recoverable where leases allow NHG to recover the cost of contractors advice or services for the provision of services or landlord obligations.

It is not clear how residents will be able to check the charges retrospectively, under this arrangement, when accounts are finalised, to ascertain reasonableness.

The cost of any future utility supply agreement will be demonstrated in the service charge accounts as occurs at present. Invoices for these services will continue to be available to residents upon request once accounts have been published.

It is not clear if the proposals in question would impact the service charge bills and / or the Switch 2 costs as these are linked to the gas supply of the plant room, or if it is just for communal electricity.

The correspondence explains that the dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult. These are contracts for utilities for communal lighting, heating and domestic too where heat is supplied communally but are separate to contracts in place for other services such as energy billing.

NH say they have answered residents questions, but we do not feel concerns have not been alleviated and communication has not been felt to be effective.

We have answered all questions received to the best of our ability and will include all correspondence related to our dispensation application with residents to the FTT for consideration.

For freeholders, it was not clear if they had included freeholders in the consultation, as insufficient information was available in the documents provided to ascertain this. So impossible to tell if the total number of homes they'd asked the dispensation to cover did or did not include freeholders. They had sent all the freeholders the

same leaseholder s20 letters (without cover note to explain situation). NH since confirmed to a freeholder that they sent all freeholders the same letters as leaseholders as a courtesy, however the consultation does not apply to freeholders due to the law concerned.

We suggest that to inform freeholders of our dispensation, in advance of the requirements for law could not be considered a fault and as you have said, we have explained why freeholders have been included where they have sought to ask. Given that freeholders at Grange Walk would have to pay towards costs of communal lighting and for their communal energy supply including the freeholders seems fair.

Merry Christmas.

Ashley Hassell

Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: The Exchange TRA [REDACTED]
Sent: 29 October 2021 12:04
To: Ashley Hassell <Ashley.Hassell@nhg.org.uk>
Cc: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>; Annie Bletsoe-Brown <Annie.Bletsoe-Brown@devonshires.co.uk>; London RAP <London.Rap@justice.gov.uk>; HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: Comments LON/00AU/LDC/2021/0209

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear All

Further to below email, for which no response has been recorded, I understand the deadline has not been extended, as nothing has been received to confirm this.

While we wouldn't necessarily oppose the proposal for Utility Broker and Energy Supply Agreements, there are some questions raised we would have welcomed the opportunity to address and evaluate our response to before the consultation ended. These are summarised below and are not exhaustive (we have not had time to consult and discuss as a group).

Comments:

- It is not clear if the structure proposed allows any commission payments under the arrangements being sought (either commissions for NHHO, or for brokers, intermediaries or others). If allowed, if there is any limit / consultation on the commissions, how we can check these.
- It is not clear how residents will be able to check the charges retrospectively, under this arrangement, when accounts are finalised, to ascertain reasonableness.

- It is not clear if the proposals in question would impact the service charge bills *and* the Switch 2 district heat direct billed costs as these are linked to the gas supply of the plant room, or if it is just for communal electricity.

- NH say they have answered residents questions, but we do not feel concerns have not been alleviated and communication has not been felt to be effective.

- For freeholders, it was not initially clear NHHO had included freeholders in the dispensation application, as insufficient information was available in the documents provided to ascertain this.

So impossible to tell if the total number of homes NHHO had asked the dispensation to cover did or did not include freeholders. NHHO had sent all the freeholders the same leaseholder s20 letters (without cover note to explain situation). NHHO since confirmed to a freeholder that they sent all freeholders the same letters as leaseholders as a courtesy, however the consultation does not apply to freeholders due to the law concerned.

Best wishes

[REDACTED]

On Thu, Oct 28, 2021 at 2:33 PM The Exchange TRA <[REDACTED]> wrote:

Dear All

I am afraid our letter of 26th October still stands as it appears the directions were not complied with.

You have sent the s20 letter to all residents of the Exchange, but have not made available sufficient information in the statement of case / supporting documents to allow us to determine which of our residents this matter applies to. We need that to consider comments. It is not covered in the witness statement you attached.

With regards the letter to the TRA, it has not been received, likely because there are so many errors in the address the royal mail has been unable to deliver it.

To briefly summarise the mistakes, assuming you intended to send to the TRA secretary, there are errors in the name and position; the building number and street are missing, as is the city. The post code is totally wrong and refers to a different postal district entirely.

It's reasonable to expect NHHO to have the correct address details on file, given it is both property developer and freeholder, as well as managing agent.

Best wishes

[REDACTED] (secretary)

On Tue, Oct 26, 2021 at 3:20 PM Ashley Hassell <Ashley.Hassell@nhg.org.uk> wrote:

Hi,

I write in response to you letter attached. Thank you for bringing these matters to our attention.

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 17 December 2021 14:21
To: Neil Lawlor; HomeOwnershipUtilityDispensation
Subject: Fwd: NHG dispensation request Case reference: LON/ooAU/LDC/2021/0209
Attachments: Reply Form for Leaseholders.pdf; NGH dispensation objection.pdf

fyi

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: 17 December 2021 at 14:19:41 GMT
To: London.RAP@justice.gov.uk
Subject: Fwd: NHG dispensation request Case reference: LON/ooAU/LDC/2021/0209

Hello,

Since we were asked to resend our objections, please see attached the objection form and a letter explaining the reasons for my objections. They will be sent to NHG as well

Regards,

[REDACTED]
Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: 28 October 2021 at 13:55:25 BST
To: London.RAP@justice.gov.uk
Subject: NHG dispensation request Case reference:
LON/ooAU/LDC/2021/0209

Please see attached the objection form and a letter explaining the reasons for my objections. They will be sent to NHG as well

Best Regards,

[REDACTED]

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	28/10/2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	Flat 2, 3 Angel Lane, SE17 3FD London
Your correspondence address (if different):	[Redacted]
Telephone:	[Redacted]
Email:	[Redacted]

[REDACTED]
Flat 2, 3 Angel Lane
London SE17 3FD

Case reference: LON/ooAU/LDC/2021/0209
Objection to the application for dispensation

Dear Madam, Sir,

I am a resident of one of Notting Hill Genesis properties, The Manor Place Depot, Flat 2, 3 Angel Lane, London SE17 3FD.

I wish to object to the dispensation of consultation requirements with their residents to procure for long-term agreements for energy supply set out in Section 20 of the Landlord and Tenant Act 1985.

I think this dispensation will cause prejudice to the residents as it will remove the protection we have against paying for inappropriate services and work and paying more than appropriate.

Notting Hill Genesis stated in their letter that the aim of this dispensation was in the residents' interest because it will allow Notting Hill Genesis to procure better deals. However, with the experience I have since leaving in one of Notting Hill Genesis' property, the resident's interest is not Notting Hill Genesis' priority, they weren't even transparent regarding seeking this dispensation. Consequently, I doubt the deals will be in our favor and we will end up paying managing fees for which we will have no control over. So far Notting Hill Genesis, for our development, haven't been able to release the audited accounts for the last 2 years so we haven't been able to check all expenditure paid so far. For the past 3 years, the service charges budgets from Notting Hill Genesis have been all over the place, the residents themselves spotted gross mistakes and reported them to Notting Hill Genesis which in turn take months to reply, and we are lucky when they do reply to us. To date the service charge budget hasn't been handled with the degree of care and competency you would expect from the consumer right act. In the long term, I fear that this agreement will lead to more monopolies in the energy sector instead of promoting competition thanks to companies like Notting Hill Genesis choosing one or too few suppliers for all their properties. This will go against the intended purpose of the dispensation.

Regards

[REDACTED]

[REDACTED]

Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**

30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	20/12/21
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	53 A BROCK ROAD HARLESDEN LONDON NW10 8RE
Your correspondence address (if different):	[Redacted]
Telephone:	[Redacted]
Email:	[Redacted]

Tel: 07553256973



53a Bruce Rd

Ref: 58001935

London

NW10 8RE

To Whom It May Concern,
Re: LON/00Au/LDC/2021/0209

Further to the above notice; I firstly; received, no prior correspondence regarding this matter and wish to know more. Secondly; with regard to the gas & Electricity of Communal area's, I have been in constant liasons with Genesis, as I am firmly of the opinion that the Communal area is wired to my 'Pre-Payment Meter',

And having been a tenant
for 20+ yrs, this is causing
no end of stress & worry.

I have disabilities + Am
In Receipt of state benefits
this needs to be addressed
as an urgent matter.

Many thanks.

[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 14 December 2021 14:55
To: Neil Lawlor
Subject: FW: Completed Form
Attachments: leasholder.pdf

Hello

I am a representative from Brent Hubs. [REDACTED] attended the Hubs today for assistance filling in the attached Reply Form for Leaseholders/tenants form as she wishes to stay with British Gas

For contact regarding this, please contact her by mobile on [REDACTED] as she does not have access to an email account.

Thank you.

Yours sincerely
[REDACTED]

The use of Brent Council's e-mail system may be monitored and communications read in order to secure effective operation of the system and other lawful purposes.



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis



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

And send a copy to the landlord's representative, **Neil Lawlor from Devonshires Solicitors LLP**

30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	14/12/2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	1 NELSON CLOSE LONDON NW6 5HW
Your correspondence address (if different):	
Telephone:	[REDACTED]
Email:	N/A

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 14 December 2021 18:05
To: London.RAP@justice.gov.uk; Neil Lawlor
Subject: NML/NHH1/3004
Attachments: IMG_0346.jpeg

Dear Sir/Madam

I was sent a letter from my landlord Notting Hill Genesis dated 6/12/21 (Property Ref 58012915) regarding a 'dispensation from the consultation process' under section 20ZA of the Landlord Tenant Act.

It is regarding an agreement with an energy broker for utility supply to communal areas.

My property has no communal areas so I do not understand why I was included in the mailing.

I cannot therefore approve the application therefore I object. See attached,

kind regards

[REDACTED]

Case Reference: NML/NHH1/3004

Property: Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**

30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	14/12/21
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	NOT APPLICABLE AS MY PROPERTY HAS NO COMMUNAL AREAS THAT USE UTILITIES
Your correspondence address (if different):	76A Princess Rd London NW6 5QX
Telephone:	[Redacted]
Email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 15 December 2021 10:43
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor
Subject: LON/00AU/2021/0209
Attachments: 2021-12-15_103518.jpg

Here I attached the completed form to object to the application.

Kind Regards,
[REDACTED]

Sent from my Huawei Mobile

Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis



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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do wish to attend an oral hearing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	NEIL LAWLOR	

Please also complete the details below:

Date:	15/12/2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	FLAT 29B ST JOHNS AVENUE LONDON NW10 4ED
Your correspondence address (if different):	[Redacted]
Telephone:	[Redacted]
Email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 15 December 2021 17:36
To: Neil Lawlor
Subject: Fw: Ref: NML / NHH1 / 3004
Attachments: Genesis.pdf

From: [REDACTED]
Sent: 15 December 2021 17:35
To: London.RAP@justice.gov.uk <London.RAP@justice.gov.uk>
Subject: Ref: NML / NHH1 / 3004

Reply form for Leaseholders / Tenants



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor from Devonshires Solicitors LLP**

30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:

Date:	15/12/2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	19 Sterling Close London NW10 2HD
Your correspondence address (if different):	[REDACTED]
Telephone:	[REDACTED]
Email:	[REDACTED]

153077651 008700000000 27171

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 15 December 2021 18:23
To: London.RAP@justice.gov.uk; HM: HMPL NottingHillGenesis Dispensation
Subject: *urgent response
Attachments: ftt-directions_amended-23nov21 signed.pdf

Case REF: LON/OOAU/LDC/2021/0209

Dear whomever this may concern,

I hope this email finds you well. I received a letter dated the 6th December 2021 regarding a *DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF THE LANDLORD AND TENANT ACT 1985*. The letter claims that we had been informed prior to this matter however unfortunately, this is my first time coming across this.

From the letter I just received, I understand that NHG is in the process of entering a new utility brokerage contract with Inenco. I also understand that as a landlord, you are required to consult residents prior to entering into contracts of a *certain length* or under which we would be expected to contribute a certain amount as a *service charge*.

Could you please make known which of those applies to us, the residents, in this case as it has not been made clear? If the latter, can you please make this clear and share how much we would be now expected to pay as a service charge? Would this be an additional sum or a decrease in what residents are currently paying? Please provide clear details or approximations as this is a pivotal point for us moving forward.

Additionally, I have not quite understood why NHG is entering a new utility brokerage contract, what were the issues that led them to make this decision and why are you unable to consult for the proposed energy supply agreements?

Also, it is claimed that not doing so will in fact be of benefit to residents. Could you please elaborate and explain exactly how this would be of benefit? This too has not been made clear.

That aside, one of my **biggest concerns is in regards to my open, unresolved compensation claim.**

I want to know what this change means for residents such as myself who have had continuous severe issues with heating and electricity bills that have yet to be concluded. In my case in particular, NHG has dragged and prolonged a severe complaint for years and owes thousands of pounds in compensation due to lack of heating and electrical negligence. A part of that complaint includes significant increase in electrical bills due to electric heaters which NHG had agreed to cover etc amongst other matters. I am concerned about what this new agreement would mean for me and my family who have been trying to resolve and close this matter for almost two years now.

Please correct me if I am wrong or have misunderstood this as the documents shared are not very reader friendly and use extensive legal terminology which may not be understood by many residents including myself. The documents shared on the website referenced in the letter are quite complex and I feel require a person of legal background to decipher and so I am struggling to understand what exactly has/had been proposed, and how this is going to potentially impact my family. I believe it is imperative and only fair to please make clear exactly what this means for residents moving forward and exactly what changes to expect as this new and long term agreement will be directly affecting us.

In one of the documents, it states that those who oppose the application must do so by 23 December 2021, however having only been made aware of its existence recently, I do not believe I have sufficient understanding or time to properly do so if need be.

I would very much appreciate it if you could please take some time to answer my questions and concerns as soon as possible. I look forward to hearing back from you soon.

Kind regards



Resident of:

4 Zenith Close

Colindale

NW9 6BR

Reply Form for Leaseholders

Case Reference:	LON/00AU/LDC/2021/0209
Property:	Various residential leasehold properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative at HM_HMPL_NottingHillGenesis_Dispensation@devonshires.co.uk

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

Please also complete the details below:

Date:	15/12/21
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	4 Zenith Close Colindale NW9 6BR
Your correspondence address (if different):	
Telephone:	[Redacted]
Email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 18 December 2021 15:52
To: lila.Benhelal@nhg.org.uk
Cc: Neil Lawlor; london.RAP@justice.gov.uk
Subject: [REDACTED] - FLAT 32 CUMBERLAND ROAD - SECTION 20ZA
APPLICATION -

DEVONSHIRES REF - NML/NHH1/3004
RAP REF - LON/00AU/LDC/2021/0209

Dear Lina

As you know I act for my sister in matters concerning her tenancy with you.

Your letter (which is dated 6 December but arrived on the 16th) starts by saying "we wrote to you recently". I assume this was before my sister moved in because this latest letter's the first we've seen about this matter. Can I have an urgent copy of the original please, to set the context?

I'm assuming that this is a relatively simple matter of NHG wanting too appoint either a new agent or a first one to negotiate future energy supply costs. However the link you've provided to the statement of case etc appears to be incomplete as it only brings up a list of NHG websites, none of which seems to refer to this issue; I've tried variations and other searches to no avail. Is the link correct, please? Perhaps there should be something after the final character in the link?

We are concerned about this and the time available to respond to the proposal isn't now enough; today's the 18 and you probably won't even see this until 20 December. The delay in receiving the letter didn't help. And it will be impossible to write to Service Charge Compliance for a copy of the application, and to raise any issues, and to reply to the RAP in this short time. I note that the date for this matter to be heard has already been put back once but, to protect my sister's interests because - on the basis of the very little we know, it seems to me that the date should be put back again.

I've copied this to your solicitor and to RAP so that they're kept in the picture. I look forward to your reply.

Regards

[REDACTED]
[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 19 December 2021 21:40
To: London.RAP@justice.gov.uk; Neil Lawlor; svcfeedback@nhg.org.uk; [REDACTED]
Cc: [REDACTED]
Subject: RE: CASE REF: LON/00AU/LDC/2021/0209 & REF: NML/NHH1/3004
Attachments: 20211219_205918.jpg

To:

The First Tier Tribunal Property Chamber, Neil Lawlor, [REDACTED] & svc feedback.

Please find reply form attached.

This is my statement in response to the application with a copy of the reply form attached.

I wholly object to the new application for dispensation, the proposals to enter into a new agreement with an energy broker, to use that broker to procure utility supply agreements, to supply gas and/or electricity to communal areas.

NHG have been obscure, manipulative, misleading and greedy, with an utter disregard to its tenants welfare and trust. We are currently in an agreement with a similar energy broker with such a lack of clarity towards what we actually pay towards gas and/or electricity.

Our properties are fully electric, we have never had a gas charge when we moved into the property. Now we receive an electric bill which includes the cost of heating and hot water as explained by our electricity supplier, yet NHG have contracted an energy broker to charge us a gas bill. What for? the reason has never been explained fully and accurately. NHG pay for communal gas (as vaguely explained once by Joe Obeng), which we contribute towards via our service charges, or so that's what I assumed. Seems to me NHG got it wrong and now decided to put their cost onto its tenants and leaseholders.

Rent and service charge was reasonable, and throughout the years they have just spiralled out of control. Our rent and service charge is now higher than ever. The breakdown of the service charge has never been accurately and openly explained. Vague responses from NHG with no accountability, and no follow up responses. Till date no explanation of management agent costs.

NHG now want to enter into another agreement with a broker to further their interests of procuring as much money from its tenants through misleading charges. I regret I have not been able to keep all the documentation of the previous application by NHG to enter into agreement with the current energy broker, to support my objection and provide further evidence of NHG malpractice.

I fully OBJECT to this application.

Regards,

[REDACTED]

Sent from my Galaxy

----- Original message -----

From: [REDACTED]
Date: 18/12/2021 00:54 (GMT+00:00)
To: London.RAP@justice.gov.uk, Neil.lawlor@devonshires.co.uk
Cc: [REDACTED]

Subject: CASE REF; LON/ooAU/LDC/2021/0209& your rep: NML/NHH1/3004

Dear First-tier Tribunal chamber (residential property)

Please register my objections to the APPLICATION alongside my fellow residents of Endeavour & Mayflower houses... Individual residents objections will be registered separately as well..
Please acknowledge the receipt of my email as we wish to attend the oral hearing..

[REDACTED]

Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, Neil Lawlor from Devonshires Solicitors LLP
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	18/12/2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	FLAT 26 ENDEAVOUR HOUSE, 47 CUBA STREET LONDON E.14 8GZ
Your correspondence address (if different):	
Telephone:	[Redacted]
Email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 20 December 2021 12:21
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor
Subject: case ref. LON/ooAU/LDC/2021/0209
Attachments: service charge flat 11.jpeg

Dewar Sir/madam

As requested, I attached the Reply form.

As I told Mr Lawlor on my email last week. (I still have no reply from him either.

Half of the money were paid yesterday via DD.

My constant demand to have up to date statement of accounts with NHG £168.78 have no replies.

I still dont know is the surplus for last year was added to it or not.

The housing officer are not fulfilling her duty.

I do have money allocated for Service charge, but NHG is doing everything is in company power to not give the tenants clear and transparent information.

Thats why I would like to attend an oral hearing and present my evidence of unlawful causation.

Kind regards,
[REDACTED]



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis

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30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do wish to attend an oral hearing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	[Redacted] Flat 11 TIBBERTON HOUSE SW8 1PS	

Please also complete the details below:

Date:	20.12.21
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	Flat 11 TIBBERTON HOUSE, Maiden Rd, London SW8 1PS
Your correspondence address (if different):	[Redacted]
Telephone:	[Redacted]
Email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 21 December 2021 14:48
To: Neil Lawlor
Subject: Fwd:
Attachments: 20211221_142643.jpg

Sent on behalf of [REDACTED] 67b Purves Road Kensal Green London NW10 5TD

----- Forwarded message -----

From: [REDACTED]
Date: Tue, 21 Dec 2021 at 14:34
Subject:
To: [REDACTED]

Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	✓	✗
Do wish to attend an oral hearing?	✓	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

Please also complete the details below:

Date:	20th December 2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	67B PURVES ROAD KENSAL GREEN LONDON NW10 5TD
Your correspondence address (if different):	SAME { I am happy with the energy supplier I am already with }
Telephone:	[Redacted]
Email:	N/A



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209

Property: Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

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And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do wish to attend 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:	21/11/2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	113 Western Avenue, Acton, London W37EB
Your correspondence address (if different):	same
Telephone:	[Redacted]
Email:	[Redacted]

09/10/2019 10:00:00 / 31/10/21

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 22 December 2021 11:55
To: London.RAP@justice.gov.uk
Cc: Neil Lawlor
Subject: Objecting application

I am objecting the application under 20ZA of the landlord and tenant act 1985, as I am happy with my energy provider and do not want to change. I have sent a copy of my statement to the landlord. I do not wish to have an oral hearing.

Wednesday 22nd December 2021

[REDACTED]
27a Jessel Drive, Loughton Essex
IG10 2EX
[REDACTED]

Annie Bletsoe-Brown

Subject: RE: CASE REF: LON/ooAU/LDC/2021/0209 & REF: NML/NHH1/3004

From: [REDACTED]
Sent: 22 December 2021 13:20
To: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>
Cc: [REDACTED]; London.RAP@justice.gov.uk; Neil Lawlor <Neil.Lawlor@devonshires.co.uk>; svcfeedback@nhg.org.uk; [REDACTED]

[REDACTED]

Subject: Re: CASE REF: LON/ooAU/LDC/2021/0209 & REF: NML/NHH1/3004

Dear Madam/Sirs

Please see attached reply form.

This is my statement to raise my objection against NHGs proposal to enter into a new agreement with an energy broker, and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within NHG.

This proposal is wholly disproportionate, unfair and goes against the spirit of what the association stands for. Moreover, there is no such provision in our tenancy agreement to make this change. A majority of the tenants are against this proposal and are long suffering tenants who were let into these properties over 10 years ago.

During this time, our rent has doubled, service charge quadrupled and trust in the association has diminished. The blocks are not well maintained, and there is evidence of anti social behaviour and vandalism throughout the building.

This latest proposal for dispensation from the consultation process would take away our freedom and choice to choose our own energy supplier. This is a clear breach of the tenancy agreement.

I refer you to clause 1.9 of the tenancy agreement which states that the association must not act in a way or make proposals which would put the tenants at a disadvantage. That the association must have regard for the charitable objects of the association. This clause also states that the association must carry out proper consultation with tenants who are affected by the variation prior to any proposals or resolution.


I also refer you to the office of fair trading which states that tenants should have the right to choose their energy supplier as long as they are responsible for paying their own bill.

Although the letter with the reply form is dated 6 December, many tenants did not receive the letter until the 16 of December, with just a week to respond.

Moreover, some tenants have not received the letter at all, and some are not IT literate therefore they would not be able to raise their objections electronically. These tenants should also be given the opportunity to express their views.

I am united with the rest of the tenants of Mayflower and Endeavour House in objecting this unfair proposal and intend to contest this all the way.

Yours sincerely,


17 Endeavour House

Sent from my iPhone



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209
Property: Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

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

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And send a copy to the landlord's representative, Neil Lawlor from Devonshires Solicitors LLP
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	22 December 2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	FLAT 17, ENDEAVOUR HOUSE 47 CUBA STREET, LONDON E14 8GZ
Your correspondence address (if different):	
Telephone:	[Redacted]
Email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 22 December 2021 14:31
To: London.rap@justice.gov.uk; Neil Lawlor; Svcfeedback@nhg.org.uk
Cc: [REDACTED]
Subject: Endeavour House E14 8GZ

Dear Sirs,

I did not receive the letter or the reply form. Please see below my statement;

This is my statement to raise my objection against NHGs proposal to enter into a new agreement with an energy broker, and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within NHG.

This proposal is wholly disproportionate, unfair and goes against the spirit of what the association stands for. Moreover, there is no such provision in our tenancy agreement to make this change. A majority of the tenants are against this proposal and are long suffering tenants who were let into these properties over 10 years ago.

During this time, our rent has doubled, service charge quadrupled and trust in the association has diminished. The blocks are not well maintained, and there is evidence of anti social behaviour and vandalism throughout the building.

This latest proposal for dispensation from the consultation process would take away our freedom and choice to choose our own energy supplier. This is a clear breach of the tenancy agreement.

I refer you to clause 1.9 of the tenancy agreement which states that the association must not act in a way or make proposals which would put the tenants at a disadvantage. That the association must have regard for the charitable objects of the association. This clause also states that the association must carry out proper consultation with tenants who are affected by the variation prior to any proposals or resolution.

I also refer you to the Office of Fair Trading which states that tenants should have the right to choose their energy supplier as long as they are responsible for paying their own bill.

Although the letter with the reply form is dated 6 December, many tenants did not receive the letter until the 16 of December, with just a week to respond.

Moreover, some tenants have not received the letter at all, and some are not IT literate therefore they would not be able to raise their objections electronically. These tenants should also be given the opportunity to express their views.

I am united with the rest of the tenants of Mayflower and Endeavour House in objecting this unfair proposal and intend to contest this all the way.

Yours sincerely,
[REDACTED]
Flat 31 Endeavour House
47 Cuba St E14 8GZ
[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 22 December 2021 17:15
To: London.rap@justice.gov.uk; Neil Lawlor; Svcfeedback@nhg.org.uk
Cc: [REDACTED]

Dear Sirs,

I did not receive the letter or the reply form. Please see below my statement;

This is my statement to raise my objection against NHGs proposal to enter into a new agreement with an energy broker, and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within NHG.

This proposal is wholly disproportionate, unfair and goes against the spirit of what the association stands for. Moreover, there is no such provision in our tenancy agreement to make this change. A majority of the tenants are against this proposal and are long suffering tenants who were let into these properties over 10 years ago.

During this time, our rent has doubled, service charge quadrupled and trust in the association has diminished. The blocks are not well maintained, and there is evidence of anti social behaviour and vandalism throughout the building.

This latest proposal for dispensation from the consultation process would take away our freedom and choice to choose our own energy supplier. This is a clear breach of the tenancy agreement.

I refer you to clause 1.9 of the tenancy agreement which states that the association must not act in a way or make proposals which would put the tenants at a disadvantage. That the association must have regard for the charitable objects of the association. This clause also states that the association must carry out proper consultation with tenants who are affected by the variation prior to any proposals or resolution.

I also refer you to the Office of Fair Trading which states that tenants should have the right to choose their energy supplier as long as they are responsible for paying their own bill.

Although the letter with the reply form is dated 6 December, many tenants did not receive the letter until the 16 of December, with just a week to respond.

Moreover, myself and some tenants have not received the letter at all, and some are not IT literate therefore they would not be able to raise their objections electronically. These tenants should also be given the opportunity to express their views.

I am united with the rest of the tenants of Mayflower and Endeavour House in objecting this unfair proposal and intend to contest this all the way.

Yours sincerely,

[REDACTED]
Flat 1 Endeavour House, 47 Cuba Street. London E148GZ [REDACTED]

Mob [REDACTED]

Sent from my iPhone

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 22 December 2021 22:11
To: Neil Lawlor
Subject: Reply Form for leaseholder/tenants

Case Reference Number: LON/ooAU/LDC/2021/0209

Please see attached.

Regards
[REDACTED]

 [_Reply Form For Various Residential Leaseholdrented December 21 2021.pdf](#)



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do wish to attend an oral hearing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	[REDACTED] 43 SHAFTER RD, DAGENHAM RM10 8AJ	

Please also complete the details below:

Date:	21/12/21
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	43 SHAFTER RD, DAGENHAM, RM10 8AJ
Your correspondence address (if different):	[REDACTED]
Telephone:	[REDACTED]
Email:	[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 22 December 2021 23:25
To: [REDACTED]
Cc: London.rap@justice.gov.uk; Neil Lawlor; Svcfeedback@nhg.org.uk;
[REDACTED]
Subject: [REDACTED]

Dear Sir/madam

I did not receive the letter or the reply form. Please see below my statement;

This is my statement to raise my objection against NHGs proposal to enter into a new agreement with an energy broker, and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within NHG.

This proposal is wholly disproportionate, unfair and goes against the spirit of what the association stands for. Moreover, there is no such provision in our tenancy agreement to make this change. A majority of the tenants are against this proposal and are long suffering tenants who were let into these properties over 10 years ago.

During this time, our rent has doubled, service charge quadrupled and trust in the association has diminished. The blocks are not well maintained, and there is evidence of anti social behaviour and vandalism throughout the building.

This latest proposal for dispensation from the consultation process would take away our freedom and choice to choose our own energy supplier. This is a clear breach of the tenancy agreement.

I refer you to clause 1.9 of the tenancy agreement which states that the association must not act in a way or make proposals which would put the tenants at a disadvantage. That the association must have regard for the charitable objects of the association. This clause also states that the association must carry out proper consultation with tenants who are affected by the variation prior to any proposals or resolution.

I also refer you to the Office of Fair Trading which states that tenants should have the right to choose their energy supplier as long as they are responsible for paying their own bill.

Although the letter with the reply form is dated 6 December, many tenants did not receive the letter until the 16 of December, with just a week to respond.

Moreover, some tenants have not received the letter at all, and some are not IT literate therefore they would not be able to raise their objections electronically. These tenants should also be given the opportunity to express their views.

I am united with the rest of the tenants of Mayflower and Endeavour House in objecting this unfair proposal and intend to contest this all the way.

P. S

Most of us including my self are council tenants and moved to endeavour house from homeless place, most of us are on full benefits and struggling, also we not getting the same service like other blocks. we are all suffering and this is why we all got together so our noise could be loud enough

Yours sincerely,

[REDACTED]

Contact number [REDACTED]

[REDACTED]

Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis

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30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	20.12.2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	Flat 8 Roger stone court 8coombe Road London NW10 0EJ
Your correspondence address (if different):	Flat 8 Roger stone court 8coombe Road Neasden London NW 10 0EJ
Telephone:	[Redacted]
Email:	

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 27 December 2021 20:26
To: London.rap@justice.gov.uk; Neil Lawlor; Svcfeedback@nhg.org.uk
Cc: Notting Hill Genisus Esther
Subject: Objection on new supplier

Dear Sirs,

I did not receive the letter or the reply form. Please see below my statement;

This is my statement to raise my objection against NHGs proposal to enter into a new agreement with an energy broker, and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within NHG.

This proposal is wholly disproportionate, unfair and goes against the spirit of what the association stands for. Moreover, there is no such provision in our tenancy agreement to make this change. A majority of the tenants are against this proposal and are long suffering tenants who were let into these properties over 10 years ago.

During this time, our rent has doubled, service charge quadrupled and trust in the association has diminished. The blocks are not well maintained, and there is evidence of anti social behaviour and vandalism throughout the building.

This latest proposal for dispensation from the consultation process would take away our freedom and choice to choose our own energy supplier. This is a clear breach of the tenancy agreement.

I refer you to clause 1.9 of the tenancy agreement which states that the association must not act in a way or make proposals which would put the tenants at a disadvantage. That the association must have regard for the charitable objects of the association. This clause also states that the association must carry out proper consultation with tenants who are affected by the variation prior to any proposals or resolution.

I also refer you to the Office of Fair Trading which states that tenants should have the right to choose their energy supplier as long as they are responsible for paying their own bill.

Although the letter with the reply form is dated 6 December, many tenants did not receive the letter until the 16 of December, with just a week to respond.

Moreover, some tenants have not received the letter at all, and some are not IT literate therefore they would not be able to raise their objections electronically. These tenants should also be given the opportunity to express their views.

I am united with the rest of the tenants of Mayflower and Endeavour House in objecting this unfair proposal and intend to contest this all the way.

Yours sincerely,

[REDACTED]
Flat 25 Endeavour House,
47 Cuba Street,
London,
E14 8GZ
[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 02 January 2022 01:44
To: London.rap@justice.gov.uk; Neil Lawlor; Svcfeedback@nhg.org.uk;
[REDACTED]
Subject: Objection

Dear Sirs

I did not receive the letter or the reply form. Please see below my statement;

This is my statement to raise my objection against NHGs proposal to enter into a new agreement with an energy broker, and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within NHG.

This proposal is wholly disproportionate, unfair and goes against the spirit of what the association stands for. Moreover, there is no such provision in our tenancy agreement to make this change. A majority of the tenants are against this proposal and are long suffering tenants who were let into these properties over 10 years ago.

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I am united with the rest of the tenants of Mayflower and Endeavour House in objecting this unfair proposal and intend to contest this all the way.

Yours sincerely,

[REDACTED]
9 endeavour house 47 cuba street

E14 8gz



Sent from my Samsung Galaxy S8

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 01 January 2022 18:35
To: svcfeedback@nhg.org.uk; Kamil.Cabaj@nhg.org.uk; Neil Lawlor
Subject: NML/NHH1/3004
Attachments: 20220101_182658.jpg

Hi I attached the reply form down below

Thank you very much

Your regards

[REDACTED]

Sent from my Galaxy



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209

Property: Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, Neil Lawlor from Devonshires Solicitors LLP
30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do wish to attend an oral hearing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	[REDACTED]	

Case also complete the details below:

Date:	21/12/21
Leasehold/rented property address:	[REDACTED]
Leasehold/rented property address:	Part 6 Netherton house 13 Broadmead Rd UBS6FX
Leasehold/rented property address:	[REDACTED]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 19 December 2021 13:52
To: [REDACTED]
Cc: svcfeedback@nhg.org.uk; Neil Lawlor
Subject: Your letter 6 December 2021

Dear [REDACTED] (Case ref. LON/ooAU/LDC/2021/0209) (property ref. 58004588) (NML/NHH1/3004)

We have a letter from you to our address at 99A, Sutherland Avenue, W9 2HG notifying us that NHG is changing the energy supplier for the lighting of the communal areas, presumably for flats B to E. We have no access to this area and it was our understanding that as a result we do not contribute to the service charge in respect to this. Can you confirm this is in fact the case ?

We do not object to the application as such, but it is nothing to do with us, so we do not see how we would have locus anyway.

Season's greetings,

[REDACTED]
[REDACTED]



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209

Property: Various residential leasehold/rented properties belonging to Notting Hill Genesis

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30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	21/12/2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	Flat 601 wharfside point north
Your correspondence address (if different):	
Telephone:	[REDACTED]
Email:	[REDACTED]



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis



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30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	15-12-2021
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	FLAT 17 MONEYSUCKLE 2ND APARTMENTS COSTER AVENUE LONDON N4
Your correspondence address (if different):	
Telephone:	
Email:	

Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis



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(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	17-12-2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	FLAT 1, WADE COURT 101, HARROWDENE ROAD, WEMBLEY HA0 2HP
Your correspondence address (if different):	
Telephone:	[REDACTED]
Email:	[REDACTED]



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis



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30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to attend 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:

Date:	20/12/20
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	FLATA 67 GLENGALL ROAD, LONDON NW6 7EL
Your correspondence address (if different):	
Telephone:	
Email:	

Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis



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London.RAP@justice.gov.uk

And send a copy to the landlord's representative, **Neil Lawlor from Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do wish to attend an oral hearing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	21 LEARNER DRIVE HARROW MIDDLESEX HA2 9RT	

Please also complete the details below:

Date:	20.12.2021
Signature:	[REDACTED]
Print Name:	[REDACTED]
Address of affected property:	21 LEARNER DRIVE HARROW MIDDLESEX HA2 9RT
Your correspondence address (if different):	
Telephone:	[REDACTED]
Email:	[REDACTED]

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 23 December 2021 11:56
To: [REDACTED]
Subject: RE: Ref: 23667582 - New Utility Broker and Energy Supply Agreements

Hi [REDACTED]

Unfortunately it is not possible to provide notice of any new energy supply agreement because prices are not available in the market long enough to do so. This is the reason that we have applied to FTT to seek dispensation.

Unfortunately any energy agreement would reach a natural end and so we would need to replace it at some point.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 14 December 2021 18:47
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: Ref: 23667582 - New Utility Broker and Energy Supply Agreements

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Hello,

I received your letter about your application for a new energy supply agreement.

As a resident, my concern is obviously the cost, so whichever agreement you arrange, you should give residents long enough notice so they can decide whether they wish to stay in their property or not before incurring higher costs.

I am happy with the current energy supply, so don't feel the need to change.

I would rather NHG actually guaranteed that our current service charge was actually good value for money, and guaranteed basic health and safety in their properties, before spending time getting into new agreements, which may or may not be beneficial to their residents, such as this one.

Thanks.

--
[REDACTED]

Annie Bletsoe-Brown

From: Nicola Elston
Sent: 21 December 2021 16:09
To: [REDACTED]
Cc: HomeOwnershipUtilityDispensation
Subject: RE: Utility Broker- Flat B 100 Edith Grove

Dear [REDACTED]

The letter that you have received titled Utility Broker and Energy Supply Agreements relates to the utilities in the communal areas which NHG are responsible for not the utilities within your demised premises.

I have cc'd in the team that are managing the project for their reference.

Kind Regards

Nicola Elston
Property Management Officer

phone: 020 3815 0913 | email: nicola.elston@nhg.org.uk
Notting Hill Genesis 1 Sussex Place Hammersmith W6 9EA

www.nhgggroup.org.uk



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account now

From: [REDACTED]
Sent: 21 December 2021 12:41
To: Nicola Elston <Nicola.Elston@nhg.org.uk>
Subject: Utility Broker- Flat B 100 Edith Grove

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Nicola,

I have received a letter regarding Utility Broker and Energy Supply Agreements.

I cannot understand what is this about now.

I have sent a letter to NH opposing to this proposal. I will continue to have my own choice of energy supplier.

Please let me know the update.

Kind regards



Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 23 December 2021 14:43
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Utility broker and energy supply agreements

Hi [REDACTED]

We are seeking dispensation from the consultation requirements to enter into energy supply agreements like many landlords routinely do in such circumstances in order to enter into long term agreements if professional opinion dictates that that is the best option to minimise costs or associated costs for residents. This is particularly important in the current climate of energy price hikes and it is our concern that without the ability to negotiate agreements of varying lengths depending on market conditions costs might actually be higher for residents and NHG than might otherwise be the case.

The choice is not one between a QLTA for which no consultation would be delivered once dispensation is granted and a non-QLTA where residents would be consulted. This is because for a contract for services such as energy, consultation is only required for an agreement if it is for a term of more than 12 months. If we are not successful in obtaining dispensation our strategy would be adjusted so that we did not procure a 12 month plus contract and so residents would not receive any further consultation. We might even choose to take that portion of our portfolio for which consultation/dispensation was required out of our general tender so that we could achieve best value with the remainder – this might prevent those residents benefitting from the same economy of scale.

We believe that obtaining dispensation would benefit residents because the flexibility to agree a contract to replace that which is already in place – i.e. for existing services – of varying lengths including one which would be considered a QLTA means we can access the market at a convenient time to obtain best value in the long term. Of course, we would only do this if professional opinion agreed that that was the best strategy, if it was not then we would not choose to do so. However, without dispensation our options are limited and residents might needlessly end up paying more.

If we could consult on such agreements we would, it is just that prices aren't open long enough in the market for us to consult as they are only available for a matter of hours when at least 30 days is required for a consultation. It is only for this reason, like many other landlords, that we seek dispensation in these circumstances. No precedent would be made for NHG or any other landlord to avoid consultation where it could be delivered in future as the FTT will only grant dispensation where consultation is not possible and it is reasonable in the circumstances to do so. There also already exists legal precedent to allow dispensation in these circumstances as many landlord have already applied and been granted it in the same circumstances.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

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-----Original Message-----

From: [REDACTED]
Sent: 22 December 2021 19:08
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: Utility broker and energy supply agreements

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

With reference to the letter dated 10 December 2021 about Notting Hill Genesis' intention to apply to the FTT to dispense with consultation requirements regarding energy agreements, I would like to express my concern.

The required consultation process acts as a reminder to NHG that they are accountable to leaseholders. Given how difficult it is currently to hold NHG to account about management of our property, I welcome any step that reminds NHG that leaseholders are the ones paying for expenses related to our properties.

I'm also afraid that dispensing with consultation for this energy agreement will set a precedent for applying for dispensation with further agreements/expenditure.

Furthermore, the current complaint process is not fit for purpose. We have a collective complaint about numerous recurring issues in our building/estate pending since April, with ongoing letters of paying service charge under process. So, any step that removes us from being informed/consulted about what's going on distances us even more from understanding what's going on with the management of our property, and looking out for future problems.

I am therefore opposed to this dispensation being approved.

Regards,

[REDACTED]
5 Aiten Place
W6 9UN

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 23 December 2021 14:47
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Home Ownership Utility Dispensation: objection

Hi [REDACTED]

We are seeking dispensation from the consultation requirements to enter into energy supply agreements like many landlords routinely do in such circumstances in order to enter into long term agreements if professional opinion dictates that that is the best option to minimise costs or associated costs for residents. This is particularly important in the current climate of energy price hikes and it is our concern that without the ability to negotiate agreements of varying lengths depending on market conditions costs might actually be higher for residents and NHG than might otherwise be the case.

The choice is not one between a QLTA for which no consultation would be delivered once dispensation is granted and a non-QLTA where residents would be consulted. This is because for a contract for services such as energy, consultation is only required for an agreement if it is for a term of more than 12 months. If we are not successful in obtaining dispensation our strategy would be adjusted so that we did not procure a 12 month plus contract and so residents would not receive any further consultation. We might even choose to take that portion of our portfolio for which consultation/dispensation was required out of our general tender so that we could achieve best value with the remainder – this might prevent those residents benefitting from the same economy of scale.

We believe that obtaining dispensation would benefit residents because the flexibility to agree a contract to replace that which is already in place – i.e. for existing services – of varying lengths including one which would be considered a QLTA means we can access the market at a convenient time to obtain best value in the long term. Of course, we would only do this if professional opinion agreed that that was the best strategy, if it was not then we would not choose to do so. However, without dispensation our options are limited and residents might needlessly end up paying more.

If we could consult on such agreements we would, it is just that prices aren't open long enough in the market for us to consult as they are only available for a matter of hours when at least 30 days is required for a consultation. It is only for this reason, like many other landlords, that we seek dispensation in these circumstances. No precedent would be made for NHG or any other landlord to avoid consultation where it could be delivered in future as the FTT will only grant dispensation where consultation is not possible and it is reasonable in the circumstances to do so. There also already exists legal precedent to allow dispensation in these circumstances as many landlord have already applied and been granted it in the same circumstances.

Kind Regards,

Ashley Hassell
Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

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From: [REDACTED]
Sent: 22 December 2021 22:15
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>; Antoine Labadie <Antoine.Labadie@nhg.org.uk>
Cc: Aiten Place Residents [REDACTED] HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: Home Ownership Utility Dispensation: objection

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Antoine,

Please see my comments below to the letter dated 10 December 2021 regarding the utility broker and energy supply agreements.

I am opposing NHG dispensing with the consultation requirements on the basis that I do not believe that NHG are acting in the best interests of the residents and have concerns about any decisions that are made independently or without necessary prior consultation.

A number of residents have expressed concerns about NHG not fulfilling their obligations on an ongoing basis that has caused concern and stress to a number of residents. I have been a resident since 2015 and am dissatisfied with the management, as documented throughout this period. Please refer to the ongoing collective complaint dated April 2021 which outlines this, as well as our payment under protest of the service charge since then.

I feel that this is an area of concern based on our ongoing protest and that the consultation process is a necessary step to avoid any further negligence on NHG's part and failure in their fulfilment of their obligations. NHG must remain accountable to residents and any dispensation of this measure causes me great concern and sets a precedent for any future activities. Having had first-hand experience over my almost 7 years here of how difficult it is to hold NHG to account about the management of our property, it is imperative that safeguards exist to protect us.

The NHG communication and processes are not fit for purpose unless mandated by the formal process such as the energy supply agreements - it has been refreshing to see that when it is in the interests of NHG, it is possible to act in an appropriate transparent manner. The complaints process is clearly also not fit for purpose as evidenced by the outstanding complaint since April 2021 and that if any issues arise due to this broker/energy supply agreements, it is unlikely for any solution or support to be provided.

It is on this basis I object to the application to the FTT for permission to dispense with any consultation requirements. I look forward to hearing from you on this and the other outstanding matters.

Kind regards,

[REDACTED] 8 Aiten Place

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 23 December 2021 15:38
To: [REDACTED]
Subject: RE: NH's section 20 proposal on energy broker

Hi [REDACTED]

Please find below answers to your questions.

It is not clear if the structure proposed allows any commission payments or contains any sleeved payments to the supplier that will be ultimately passed through to the tenants under the arrangements being sought (either commissions for NHHO, or for brokers, intermediaries or others). If allowed, if there is any limit / consultation on the commissions, how we can check these.

This question concerns the Inenco brokerage contract which as explained in our correspondence is a contract that has already been agreed and which was not the subject of consultation as it was not a QLTA for which consultation is required.

This dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult, and not the Inenco contract any fees incurred under which would be recoverable where leases allow NHG to recover the cost of contractors advice or services for the provision of services or landlord obligations.

It is not clear how residents will be able to check the charges retrospectively, under this arrangement, when accounts are finalised, to ascertain reasonableness.

The cost of any future utility supply agreement will be demonstrated in the service charge accounts as occurs at present. Invoices for these services will continue to be available to residents upon request once accounts have been published.

It is not clear if the proposals in question would impact the service charge bills and / or the Switch 2 costs as these are linked to the gas supply of the plant room, or if it is just for communal electricity.

The correspondence explains that the dispensation application concerns the ability to enter into future energy supply agreements for which we cannot realistically consult. These are contracts for utilities for communal lighting, heating and domestic too where heat is supplied communally but are separate to contracts in place for other services such as energy billing.

Kind Regards,

Ashley Hassell

Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

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From: [REDACTED]

Sent: 17 December 2021 20:05

To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>

Subject: NH's section 20 proposal on energy broker

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Good evening

I have a few comments regarding this please:

- It is not clear if the structure proposed allows any commission payments under the arrangements being sought (either commissions for NHHO, or for brokers, intermediaries or others). If allowed, if there is any limit / consultation on the commissions, how we can check these.
- It is not clear how residents will be able to check the charges retrospectively, under this arrangement, when accounts are finalised, to ascertain reasonableness.
- It is not clear if the proposals in question would impact the heating charges ie the service charge bills and / or the Switch 2 monthly direct billed costs as these are linked to the gas supply of the plant room, or if the broker is just for communal electricity.

Thank you,

[REDACTED]

Flat19 Ockham

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 17 December 2021 14:48
To: HomeOwnershipUtilityDispensation
Subject: Letter dated 10 Dec

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Sir / Madam

Thank you for your letter dated 10 Dec however I am not interested in entering into any energy agreement that you procure and will continue to broker my own energy supply

Sincerely

[REDACTED]
5 Shilling Place
W7 1HN

Annie Bletsoe-Brown

From: HomeOwnershipUtilityDispensation
Sent: 23 December 2021 12:11
To: [REDACTED]
Subject: RE: New Utility broker supply agreement

Hi [REDACTED]

Where we provide communal heating, communal lighting or there is a communal supply of heating and hot water we have to have contracts for utilities in place to provide those services. If you receive these services and the costs is recoverable as a service charge from you then our letter would be relevant to you.

Our letter is about an application we have made at the First Tier Tribunal (FTT) to seek dispensation from consultation requirements because you cannot carry out an ordinary consultation for energy or utility procurements as quotations are available for only a number of hours when consultation would require at least 30 days.

Kind Regards,

Ashley Hassell
Policy and Projects Manager | Home Ownership

Notting Hill Genesis Bruce Kenrick House, 2 Killick Street, London N1 9FL

www.nhgggroup.org.uk



From: [REDACTED]
Sent: 17 December 2021 14:51
To: HomeOwnershipUtilityDispensation <HomeOwnershipUtilityDispensation@nhg.org.uk>
Subject: New Utility broker supply agreement

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Hi Tom

Hope you are well

I have received a letter through my post regarding 'New Utility broker supply agreement'

I don't really understand how this would impact me and why - can you explain please?

Thanks

Address: 3 The Cygnets, Feltham, Middlesex, TW13 6NA

[REDACTED]

Annie Bletsoe-Brown

From: Bakersfield Residents <[REDACTED]>
Sent: 18 December 2021 20:58
To: [REDACTED] HomeOwnershipUtilityDispensation
Subject: Utility Broker & Energy Supply Agreements

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Good evening,

As the Bakersfield Residents Association please can we see the specific details of your environmental requirements for your QLTA?

We expect nothing less than the procurement of fully renewable energy.

Looking forward to hearing from you,

Bakersfield Residents Association.

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 22 December 2021 22:47
To: HomeOwnershipUtilityDispensation
Subject: Comments on section 20 - Proposal on new energy broker energy supply agreements

Categories: Blue category

CAUTION: This email originated from outside the organisation. Do not click on links or open attachments unless you recognise the sender and trust the content is safe.

Dear Sirs

With regards to your recent letter regarding the proposal of a new energy broker I have the following queries:

- It is not clear if the structure proposed allows any commission payments under the arrangements being sought (either commissions for NHHO, or for brokers, intermediaries or others). If allowed, if there is any limit / consultation on the commissions, how we can check these
- It is not clear how residents will be able to check the charges retrospectively, under this arrangement, when accounts are finalised, to ascertain reasonableness
- It is not clear if the proposals in question would impact the heating charges, ie the service charge bills and / or the Switch 2 monthly direct billed costs as these are linked to the gas supply of the plant room, or if the broker is just for communal electricity
- NH say they have answered residents questions, but we do not feel concerns have been alleviated and communication has not been felt to be effective.

Kind regards

[REDACTED]
Flat 23 Whitmore

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 23 December 2021 15:18
To: neil.lawlor@devonshires.co.uk; Nicola Hornsby; Nhg Rg Info; London RAP; SVCfeedback
Subject: Fw: My opposition to your proposal to broker utility agreement in a communal setting. LON/ooAU/2021/0209 flat 46 Portland
Attachments: utility bill 46 Portland.pdf; Nottinghill genesis01.docx; Portland Close opposition Dec 21.pdf
Categories: Red Category

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Here's is an up to date response sheet in opposition to your proposal

[REDACTED]

----- Forwarded message -----

From: [REDACTED]
To: "neil.lawlor@devonshires.co.uk" <neil.lawlor@devonshires.co.uk>
Sent: Thursday, 23 December 2021, 15:05:34 GMT
Subject: Fw: My opposition to your proposal to broker utility agreement in a communal setting. LON/ooAU/2021/0209 flat 46 Portland

[REDACTED]

----- Forwarded message -----

From: [REDACTED]
To: London RAP <london.rap@justice.gov.uk>; neil.lawlor@devonshires.couk <neil.lawlor@devonshires.couk>; Nicola Hornsby <nicola.hornsby@nhg.org.uk>; svcfeedback@nhg.org.uk <svcfeedback@nhg.org.uk>; Nhg Rg Info <info@nhg.rg.uk>
Sent: Thursday, 23 December 2021, 14:04:24 GMT
Subject: Fw: My opposition to your proposal to broker utility agreement in a communal setting. LON/ooAU/2021/0209 flat 46 Portland

Dear All

I received yet another letter on the 21st December although it was postmarked the 6th December. In it you said that some error was included in your application . You wanted any response by the 23rd December two days after receiving the letter from you! The last communication I had with you through email, I explained that your letter was either very late or you had contacted me the days after the closing date for comments. What is this nonsense?.

I am not feeling too confident about the way this has been carried but there have been little communication putting pressure on peoples ability to respond and putting people off responding. This might be the intention. I dont think this is professional at all and I feel it is all promoting strategies where you, the landlord get the better deal without having to consult us.

Well I am consulting and I will continue to say I do not agree with the proposals and I am re submitting the filled up form as below. It would be really decent if someone would respond/acknowledgement my attempt at correspondence? Please see my filled up opposition as my response It is attached below.

Please sent me a hard coy of the application you are submitting.

Phone no [REDACTED]

----- Forwarded message -----

From: [REDACTED]
To: neil.lawlor@devonshires.co.uk <neil.lawlor@devonshires.co.uk>; london.rap@justice.gov.uk <london.rap@justice.gov.uk>; svcfeedback@nhg.org.uk <svcfeedback@nhg.org.uk>; info@nhg.rg.uk <info@nhg.rg.uk>
Sent: Tuesday, 9 November 2021, 00:03:48 GMT
Subject: Fw: My opposition to your proposal to broker utility agreement in a communal setting. LON/ooAU/2021/0209 flat 46 Portland

Dear Sir/Madam

Please see below further attached . Explanation is in the attachment . I had already sent you my opposition to your proposal and in goo time but I have yet to receive an acknowledgement and because a further letter was sent to me this time with my correct address but which was sent after the date for response I figured you would be happy to take note of my further thoughts on the matter. Please see further attachment below.

[REDACTED]

----- Forwarded message -----

From: [REDACTED]
To: neil.lawlor@devonshires.co.uk <neil.lawlor@devonshires.co.uk>; london.rap@justice.gov.uk <london.rap@justice.gov.uk>; svcfeedback@nhg.org.uk <svcfeedback@nhg.org.uk>; info@nhg.rg.uk <info@nhg.rg.uk>
Sent: Thursday, 28 October 2021, 23:03:01 BST
Subject: Fw: My opposition to your proposal to broker utility agreement in a communal setting. LON/ooAU/2021/0209 flat 46 Portland

Amended. Form attached.

Thank you

[REDACTED]

Dear Sir/Madam

I hope you understand that I as a lay person am not familiar with the ' form filling' , 'tribunal procedures' and 'relevant documents' , 'policies and proceedings', 'directions' etc that you have laid out as conditions for contacting you with my reason for opposition.

I think it is unreasonable to expect me to know or undertand such procedures before I respond to your proposals.

I would have through that if you really wanted genuine feedback etc you would make it as easy as possible and accessible for the ordinaay man or woman on the street rather that form filling, 'correct copies to tribunal' 'fontsize' 'rules,' etc. What de all tthat mean but to confuse and deter and to put people off in responding? .

I am the owner of flat 46 Portland Close and you have sent the letter with flat 47 so I dont know whether the letter is addressed to me. I am responding just in case without all the parahanalialia that you put in your corespondence of which I dont understand in the least to your intention of getting into a deal with the utility company for the whole block .

I appose this as it will limit any individual's ability change suppliers, to be autonomus and compare prices. A tenant lives in the flat and I dont want to pay for her bills as I am doing with the maintainance, insurance, rent or anything else that is deemed my responsibiity of the lease holder. I rent out another flat and I am having to pay their water bill and have been unable to get that reimbursed. I dont agree to the utility to be a blanket deal as it will limit independence choice and will end up on my lap as a landlady.

Please phone me [REDACTED] respond asap as I need t know you have received and acknowledged my concerns and let me know what your solution you are offering'

Please make sure someone contacts me rather than rely on the other three people/bodies that I have copied into to do it.

Yours

[REDACTED]

Notting Hill Genesis

I have received 2 letters from Notting Hill Genesis stating that they were giving me until 29/10/2012 to reply. The first one dated 14/10/2021 had the wrong property address on it – 47 Portland Close not 46 Portland Close. Nevertheless, I did email all parties concerned and through the email addresses that were given on the letter.

The second letter I received dated 18/10/2021 arrived on **04/11/2021** AFTER the deadline and this time it had the correct address ie 46 Portland Close, on it. Hence there was no way in which I could reply by 29/10/2021 as the date had already gone!

However, having already responded to the first letter through email I made my views very clear along with an attached form which was provided, and I signed and ticked my choice. Thus I did I respond to the first letter before the due date, and I **opposed the proposal**.

The second letter with my true address on it and which arrived way past the due date at my address gives me the opportunity to add further thoughts on the subject.

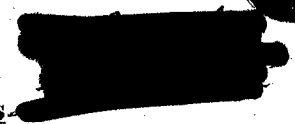
My understanding of the proposal is that it is seeking to remove or reduce the requirement of the landlord / property owner to consult the leaseholders of the properties about “Qualifying long-term agreements.” In this instance the agreement is concerned with gas / electricity supply. However, the change could affect any other agreement.

I think that any agreements etc. that require the leaseholder to pay should involve consultation with the leaseholder. I therefore find it morally wrong for you to seek to dispense with all the consultation requirements for qualifying long-term agreements and I **OBJECT TO THE PROPOSAL**.

Yours 

Letter received 21st Dec
 I am responding by your date
 23/Dec 2021

Mark



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/rented properties belonging to Notting Hill Genesis

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

And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**
 30 Finsbury Circus, London EC2M 7DT
 (quoting ref: NML/NHH1/3004)
 or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	23/12/21
Signature:	
Print Name:	
Address of affected property:	46, Portland Close Romford RM6 5U E
Your correspondence address (if different):	55, Herbert Rd, Hornchurch RM11 3LL
Telephone:	
Email:	

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 10 January 2022 17:29
To: Neil Lawlor
Subject: reference: NML/NHH1/3004
Attachments: Scan10012022140154.pdf

Dear Neil,

please find attached PDF with regards to our objection to the application

--
Take care, [REDACTED]



Reply Form for Leaseholders/Tenants

Case Reference: LON/00AU/LDC/2021/0209	
Property:	Various residential leasehold/tenanted properties belonging to Notting Hill Genesis

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

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And send a copy to the landlord's representative, **Neil Lawlor** from **Devonshires Solicitors LLP**

30 Finsbury Circus, London EC2M 7DT
(quoting ref: NML/NHH1/3004)
or by email to: Neil.lawlor@devonshires.co.uk

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

Please also complete the details below:

Date:	10/01/2022
Signature:	[Redacted]
Print Name:	[Redacted]
Address of affected property:	13, HURST WAY CHELMSFORD ESSEX CM2 6XL
Your correspondence address (if different):	[Redacted]
Telephone:	[Redacted]
Email:	[Redacted]

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 23 December 2021 17:25
To: Neil Lawlor
Subject: Notting Hill Genesis - Case Reference: LON/00AU/LDC/2021/0209
Attachments: FullSizeRender.jpg; ATT00001.txt

Dear Sir,

Case Reference: LON/00AU/LDC/2021/0209

Please find attached the duly completed form provided by my Landlord, Notting Hill Genesis as I object to their application for dispensation from the consultation process (Directions On An Application Under Section 20ZA of The Landlord and Tenant Act 1985).

I am an Assured Tenant, having lived at the same property short of thirty two years, presently owned by Notting Hill Genesis (NHG), previously by Genesis and, before they merged, by Paddington Churches Housing Association (PCHA).

I strongly feel that due to the lack of detailed information currently provided by my Landlord, crucially omitting any financial outlook on the proposed changes and how the costs would be spread, I cannot support NHG request for a dispensation.

In these times of austerity and pandemic related stress, what is required now is a genuine dialogue where the Residents are consulted and given a decent platform to voice their concerns and/or questions, and moreover, where NHG takes the time to answer them in earnest.

I also question NHG dispensation request just as a new Covid wave swamped us, not to mention ahead of Christmas, and found it amounts to poor judgement... Unless it was strategically done so in order to be quietly processed without much opposition.

Thank you for your time.

Kindly note that I remain at your disposal should you deemed it necessary.

Yours faithfully,

Annie Bletsoe-Brown

From: [REDACTED]
Sent: 22 December 2021 17:54
To: London.rap@justice.gov.uk; Neil Lawlor; Svcfeedback@nhg.org.uk; Ragell.Esther@nhg.org.uk
Subject: [REDACTED]

Dear Sirs,

I did not receive the letter or the reply form. Please see below my statement;

This is my statement to raise my objection against NHGs proposal to enter into a new agreement with an energy broker, and to use that broker to procure utility supply agreements to supply gas and/or electricity to communal areas across all the properties within NHG.

This proposal is wholly disproportionate, unfair and goes against the spirit of what the association stands for. Moreover, there is no such provision in our tenancy agreement to make this change. A majority of the tenants are against this proposal and are long suffering tenants who were let into these properties over 10 years ago.

During this time, our rent has doubled, service charge quadrupled and trust in the association has diminished. The blocks are not well maintained, and there is evidence of anti social behaviour and vandalism throughout the building.

This latest proposal for dispensation from the consultation process would take away our freedom and choice to choose our own energy supplier. This is a clear breach of the tenancy agreement.

I refer you you to clause 1.9 of of the tenancy agreement which states that the association must not act in a way or make proposals which would put the tenants at a disadvantage. That the association must have regard for the charitable objects of the association. This clause also states that the association must carry out proper consultation with tenants who are affected by the variation prior to any proposals or resolution.

I also refer you to the Office of Fair Trading which states that tenants should have the right to choose their energy supplier as long as they are responsible for paying their own bill.

Although the letter with the reply form is dated 6 December, many tenants did not receive the letter until the 16 of December, with just a week to respond.

Moreover, some tenants have not received the letter at all, and some are not IT literate therefore they would not be able to raise their objections electronically. These tenants should also be given the opportunity to express their views.

I am united with the rest of the tenants of Mayflower and Endeavour House in objecting this unfair proposal and intend to contest this all the way.

Yours sincerely,

[REDACTED]
[REDACTED]
[REDACTED]

Annie Bletsoe-Brown

From: Neil Lawlor
Sent: 13 January 2022 16:59
To: Annie Bletsoe-Brown
Subject: FW: NHG Proposal Statement

Categories: Egress Switch: Unprotected

Kind regards

Neil Lawlor | Partner | Devonshires

Direct Dial: 020 7880 4273

Switchboard: 020 7628 7576

Fax: 0870 608 9390

Website: www.devonshires.com

-----Original Message-----

From: [REDACTED]
Sent: 23 December 2021 23:27
To: Neil Lawlor <Neil.Lawlor@devonshires.co.uk>; Ragell.Esther@nhg.org.uk; London.rap@justice.gov.uk; Svcfeedback@nhg.org.uk
Subject: NHG Proposal Statement

Dear Sir/Madam

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Yours sincerely,

[REDACTED]

Flat 14 Endeavour House
47 Cuba Street
London
E14 8GZ

[REDACTED]