

Observations by the Kilburn Vale TRA with regards the Qualifying Long Term Agreement for "General Mechanical Repair and Maintenance contract – Ref: 13/134A With answers from Camden given 16/1/15.

1. Could you please confirm that for the purpose of this QLTA, Kilburn Vale Estate is understood to comprise of Holmesdale House (25 flats), Farndale House (16 flats), Wharfdale House (6 flats), Ribblesdale House (16 flats), Marshwood House (16 flats), Lorton House (24 flats) and Bishopsdale House (12 flats) – a total of 115 flats. The notices for qualifying long term agreement (QLTA) is issued to all leaseholders and recognised tenants associations in the borough. It is not specific to your block or estate. However, I can confirm the estate is comprised as you state.
2. In the "general description of services to be provided and works to be carried out" this lists "Communal Heating", "Heat Metering" and "Remote Monitoring". In 2011 the Communal Heating was removed at Kilburn Vale estate and each of the 115 dwellings was fitted with individual boilers, for which the leaseholders and tenants became directly responsible. Therefore, could you please confirm that these three elements DO NOT apply to Kilburn Vale and there will be NO CHARGES of any kind with regards communal heating, Heat Metering or Remote Monitoring at any time. Camden must serve the notices in order to comply with the Commonhold and Leasehold Reform Act 2002. The notices have been served to every leaseholder and freeholder within the borough because they could potentially be affected by the Qualifying Long Term Agreement Camden Council is proposing to enter into. Camden must serve the notices in order to comply with the Commonhold and Leasehold Reform Act 2002. The notices have been served to every leaseholder and freeholder within the borough because they could potentially be affected by the Qualifying Long Term Agreement Camden Council is proposing to enter into.
3. In the "general description of services to be provided and works to be carried out" this lists "Bulk Gas Networks". Since each leaseholder and tenant pays for their own gas bill, could you please specify what type of works would come under the QLTA (with examples) and what type of work/repair would not come under the QLTA (ie; where boundaries might apply). As in point 2, you have been served this notice due to a legislative requirement. Receipt of this notice does not necessarily mean that every service relates to your block. Under the lease, leaseholders will only be expected to contribute to services concerned with their block. Our records indicate that that the properties on the Kilburn Vale estate are not fed by a bulk gas network and therefore the notice associated with Bulk Gas does not apply to leaseholders on Kilburn Vale Estate.
4. Could you please confirm which Contractor currently has the QLTA for this purpose, when the contract began with this contractor and give us Three examples of works that were carried out at Kilburn Vale, by this contractor under the existing QLTA, with dates and final cost. Apollo and Lakehouse are the contracting partners under the existing long term agreement for both mechanical and electrical equipment; broadly speaking, Apollo is responsible for mechanical systems, while Lakehouse is responsible for the maintenance of electrical systems. The current contract began in 2008. The contract covers both annual planned preventative maintenance (PPM, which includes general servicing and some repairs) and day-to-day repairs (other than those covered by the PPM service). The PPM charge appears on your annual service charge each year. For day-to-day repairs not covered by PPM, you are charged for such repairs through your annual service charge, except for repairs which result in a charge to

leaseholders of more than £250 (which are currently charged separately). In addition to PPM, examples of repairs carried out or sub-contracted by Apollo since 2008 are: works order reference 1312997/1, Clean and Disinfect Cold Water Storage, 23/3/12, £156.89; 1159650/1, Renew Safety valve (boiler), 12/5/11. £1090.79; 1441025/1, Survey and locate positions of stop valves (water), 27/2/13, £3594.12.

5. What is the upper financial limit that can be charged to leaseholders in respect of any work/contract that the new appointed contractor might carry out at Kilburn Vale? **There is no upper limit that can be charged to leaseholders in respect of works carried out.**
6. It is our understanding that any work carried out, that will result in any one dwelling/leaseholder to be charged more than £250 for that work, would require a FULL Section 20 Notice and appropriate Consultation, which would include the leaseholders having the right to suggest other contractors to tender for the work. The QLTA seems to suggest that this is not possible and that once the contractor has been awarded the QLTA for the 5 year period, Camden would not need to consult for any work which could cost an individual leaseholder over £250. This would seem to “cancel out” the ruling which is in place so that Leaseholders can make suggestions of other contractors to tender. The QLTA agreement appears to be an “open door” for Camden to authorise large scale works (anything costing upward of £250 per leaseholder) without the need of a full and proper consultation which would otherwise be necessary. (This has particular resonance as we recently had Water Tank work at Kilburn Vale, where most leaseholders were extremely dissatisfied with the consultation process and do not feel that the QLTA was a fair approach. They were not involved and consulted in a manner that would have given them any say). **You are correct in stating that for works where any leaseholder will be expected to contribute more than £250, all leaseholders will be consulted in accordance with the relevant legislation. However, this legislation does not confer a right of leaseholders to nominate a contractor. The proposed QLTA is no different to the current LTA in this respect.**
7. We would definitely want to be included on the Evaluation Panel which would come into effect at Stage Two of the process. Could you please confirm exactly what needs to be done in order to confirm that our RTA can have representatives present and on this panel. **I have passed your request that you be included on the Evaluation Panel to Shane Sorour (Commercial Project Manager), thank you for this offer. Mr Sorour or a member of his team will contact you in due course.**
8. We are in the process of putting together CLEAR and EASY explanations of all types of procedures which we hope to have displayed on our Estate Website (still in its very early building stages). Could you please confirm that you will work with our Secretary or other RTA representative to ensure that we can supply a “User-friendly, easy to understand, explanation of each QLTA, in layman’s terms, for our website. **Your representatives may request assistance in answering questions for your website, and we will respond to any reasonable requests accordingly.**