

Observations by the Kilburn Vale TRA with regards the Qualifying Long Term Agreement for “Ancillary Services Repair and Maintenance contract – Ref: 13/134D **Answers from Camden 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 “Roller Shutters” for garages. There are only 6 garages on the premises of Kilburn Vale. Recently, some tenants/leaseholders have been forced to hire a garage further away since the closer ones are being demolished. For the purpose of this QLTA, could you specify “which” of the garages on Kilburn Vale would be covered by this and whether this applies to any garages outside of the estate. **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.**

Receipt of the notices does not necessarily mean that every service relates to your block. Under the lease, leaseholders will only be expected to contribute to the cost of services concerned with their block. If you do not have any of the services described in any notice in your block, the notice surrounding this service does not apply to you at this time. This Council does not intend, at this stage, to install equipment providing such services at blocks where this service does not already exist (or may have existed previously but has been removed). If, however, equipment providing a service described in the notice was installed (however unlikely this may be), this notice may become relevant.

With regard to roller shutters for garages, the agreement will apply to all garages across Camden blocks and estates.

3. In the “*general description of services to be provided and works to be carried out*” this lists “Integrated Reception Services”. Could you please confirm that all the current satellite dishes are personal to individuals and that none of them have been provided by or are the responsibility of Camden. **The agreement for IRS is only for communal systems, not satellite dishes or other equipment serving only one flat. Systems serving individual flats would be the responsibility of the residents, or their service provider.**
4. In the “*general description of services to be provided and works to be carried out*” this lists “CCTV”. Kilburn Vale does not have any CCTV, therefore, for the purposes of this QLTA, could you please confirm that there will be no charges in this area with respect to Kilburn Vale. **As in point 2, if your estate does not have CCTV the agreement will not apply in this instance.**

5. 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). I am unable to give any examples of works carried out under the current agreement for which you have been recharged. This could be because none, other than those carried out under PPM, has been required.
6. 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.
7. 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 give leaseholders the right to nominate a contractor; the anticipated financial value of the contract is such that it must be advertised across the European Union. The proposed QLTA is no different to the current LTA in this respect.
8. 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.
9. 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.**