

Agreement

A mediation session took place on 7 August 2008 at the offices of the Midland Rent Assessment Panel. It was attended by David Barrington and Jim Dunphy on behalf of the Residents' Association and by Martyn Liberson and Anna Albini of Clarke Willmott, solicitors, Hilary Quinn of Estate Management Limited and Wenghold Limited, Toni Turner of County Estate Management Limited and by Margaret Wilson, the mediator. All those present agreed that a settlement of the outstanding disputes between the parties was the best way forward.

It was agreed:

1. That the leaseholders' application to the tribunal under section 24 of the Landlord and Tenant Act 1987 will be adjourned generally, with liberty to restore it for hearing within six months of today in the event that it became necessary to do so and that the Residents' Association will not without reasonable cause within that period make any further application to the tribunal.
2. That, on or before 21 August 2008 the Residents' Association and the managing agents will agree a comprehensive list of the names and addresses of every current leaseholder of a flat in the block.
3. That the service charge accounts for the period 1 July 2006 to 30 June 2007, prepared and certified by Eden Currie Limited, chartered accountants, will be available and a copy sent to the Residents' Association on or before 18 August 2008.
4. That a letter (a handwritten copy of which is attached to this agreement) will be sent to each leaseholder, from the managing agents and the Residents' Association jointly, on or before 21 August 2008, informing the leaseholder concerned that it has been agreed that each leaseholder must within 14 days of the date of the letter pay 60 per cent of the arrears of service charges which they currently owe and that, provided they do so, the landlord will stay any legal proceedings already issued and in respect of which it has not already obtained judgment and will consider on a case by case basis whether to seek full legal costs and interest from that leaseholder or whether to accept a lower sum in respect of costs and interest.

5. That on receipt of the letter provided for at (4) above the recipient must inform the managing agents of any particular queries they have in relation to outstanding service charges and the managing agents, after consultation with the landlord, will seek to address those queries.
6. That a meeting will take place between representatives of the landlord and of the managing agents and as many leaseholders who are able to be present on a date to be fixed, hopefully in the week beginning 29 September 2008, and notified to the leaseholders by the Residents' Association. The meeting is expected to last from 6.00 pm until 8.30 pm and will be held at the Ramada Hotel. Refreshments will be provided.
7. That Nathan Hockenshall of County Estates Management Limited is until further notice the person responsible for the management of the block.
8. That Eden Currie Limited, who are an independent firm of chartered accountants with no financial connection with the landlord or managing agents, will until further notice prepare and certify the service charge accounts and will endeavour to do so within six calendar months of each service charge year end.
9. That provided that 60 per cent of the service charge arrears have been duly paid, as provided in paragraph 4 of this agreement, by a substantial majority of the leaseholders, the landlord will instruct an independent chartered building surveyor to be agreed by the Residents' Association to carry out a survey of the condition of the block and to advise the landlord and the Residents' Association of the works required to put it into a reasonable state of repair and to prioritise the works required. The reasonable costs of instructing him will be treated as a cost for the purpose of the service charges.
10. That on or before 15 August 2008 the managing agents will give the concierge a written statement of his duties and guidance as to performing them, such statement and guidance to be agreed in advance with the Residents' Association. Such instructions will include the requirements:
 - i. that the concierge will on a daily basis clean the lift floor and the front entrance lobby (including the floor of the front entrance lobby);
 - ii. that he will remove litter and other waste material from the upper and lower ground entrances to the car park;
 - iii. that he will test the fire alarm system each month; and

- iv. that he will read the water meters whenever a bill from the water supplier is received and whenever a flat is sold and in other circumstances when he reasonably considers it to be necessary.
11. That the managing agents will use their best endeavours to arrange suitable cover for the concierge whenever he is unavailable to perform his duties.
12. That the managing agents will use their best endeavours to ensure that on or before 15 August 2008 such steps are taken as are necessary to ensure that an adequate supply of hot and cold water is made available for the use of the concierge and the cleaners.
13. That the managing agents will place a notice (if they consider it necessary translated into languages other than English) in a suitably conspicuous place in the block explaining to residents that it is a term of the leases and necessary in the interests of hygiene and health that all residents must deposit their rubbish inside the appropriate bin.
14. That the managing agents, the concierge and a representative of the Residents' Association will, within 14 days, meet to agree what steps should be taken as a matter of urgency to improve the efficacy of the garage door opening system .
15. That the landlord or the managing agents will within 14 days write to the water supplier to say that the landlord and the leaseholders require water supplies to be individually metered to each flat.
16. The managing agents will within 14 days post opposite the lift entrance a notice giving guidance (in appropriate languages) as to what residents must do in the event of fire.
17. Consideration will be given to installing, at a reasonable cost and after consultation with the leaseholders, a fire alarm which is audible throughout the block, and the managing agents will as soon as practicable obtain an estimate or estimates for such work.
18. That the service charge budget for the period 1 July 2008 to 30 June 2009 will as soon as practicable be prepared by the managing agents and agreed with the Residents' Association.

19. That future problems relating to the management of the block will in future and if at all possible be resolved amicably by discussion between the managing agents and the Residents' Association.

Signed.....	(David Barrington)
.....	(Jim Dunphy)
.....	(Martyn Liberson)
.....	(Anna Albini)
.....	(Hilary Quinn)
.....	(Toni Turner)
..... (Margaret Wilson)

7 August 2008