

**Name:** jill lucas

**Organisation:**

**If you want your responses to this consultation to be treated as confidential, please explain to us why you regard them as confidential:**

**Question 1:** Yes

Comment: The same criteria applies and freeholders to date have exploited leaseholders which has been our experience in the many RTM and obtaining the Freehold battles!

**Question 2:** Yes

Comment: Of course people wish to be in control! They do have the same responsibilities for common parts, fire safety risk management and maintenance reserve fund etc. [REDACTED]

**Question 2(1) (Multiple choice – to acquire single-building RTMs or only to join multibuilding RTM on estates):** Other

Comment 2(1): The system should be flexible including multi-building RTM's on estates! Estate RTM's will need more management controls.

**Question 3:** Not Answered

Comment: I agree however leaseholders do need to be aware of their responsibilities. A check list can be created including insurance and Directors & Officers insce etc,

**Question 4:** Yes

Comment (1): I have enfranchised & RTM'd! and whilst this takes time it works! A consistent approach is essential and most important each step should be made as simple and easy to understand as possible clearly highlighting the responsibilities/duties of the leaseholder when they obtain RTM. Again a check list of annual to do list!

Comment (2): I see RTM as the interim process for enfranchisement! So it should follow the same process - step by step! We have gone RTM in order to save up for enfranchisement on the basis that the leases are still in excess of 100 years!

**Question 5:** No

Comment: As an established landlord who has carried out enfranchisement and RTM a number of times! I believe the process should follow a similar consistent format as the outcome is really the same with the exception that you still have to pay ground rent and lease extensions! We use RTM as a conduit for enfranchisement when the funds are not immediately available!

**Question 6:** Not Answered

Comment: Yes we have recently gone for RTM on a building with flats underneath to find that the commercial premises formed 28%! so could not proceed - there was a car park space which we could have argued for but it would have involved a surveyor and the freeholder was fighting against it! So an impossible situation!

**Question 7: No**

Comment: Anything that puts a potential hurdle in place for the leaseholder to obtain RTM is a No No. The leaseholder always feels at a disadvantage in negotiations!

**Question 8: Yes**

Comment: We were unaware regarding the 25% commercial space. We were just over but the freeholder was not prepared to allow us to go for it and has continued with his high charges on insurance maintenance etc! [REDACTED]

**Question 9: Not Answered**

Comment: Yes this would make a real difference! We recently had a battle with an RTM with 4 flats. 2 disagreed! We have finally got our RTM but have had to carry all the costs! Now the other leaseholders are happy with it but are not prepared to pay any fees! which are heaped on the leaseholder!

**Question 10: Yes**

Comment: Anything that supports obtaining RTM is beneficial

**Question 11: No**

Comment: It is generally accepted that RTM is beneficial where we have obtained it - we carry out all essential duties to common parts and ensure we have a reserve fund. [REDACTED]

**Question 12: Not Answered**

Comment: Yes again beneficial. Those wishing to participate must be aware of their responsibilities and duties. Again a check list is essential. Set up Ltd Company, Directors, commercial bank account, FRA, maintenance budget reserve fund etc Annual duties....

**Question 13: Other**

Comment: In our case we have two flats above a shop! and the shop comprises 28% of the building. There should be a degree of flexibility here - perhaps the percentage should be increased to 30% involving a managing agent still creates overcharging!! and you are not in control

**Question 14: Not Answered**

Comment: Yes a scenario of 2 flats above a shop - and the commercial unit being 28% above and the freeholder allowing us to go for RTM with a 3% differential!

**Question 15: Not Answered**

Comment: Not Answered

**Question 16:** Not Answered

Comment: Not Answered

**Question 17:** Not Answered

Comment: Not Answered

**Question 18:** Not Answered

Comment: Not Answered

**Question 19:** Not Answered

Comment: Not Answered

**Question 20:** Not Answered

Comment: Not Answered

**Question 21:** Not Answered

Comment: Not Answered

**Question 22:** Not Answered

Comment: Not Answered

**Question 23:** Not Answered

Comment: Not Answered

Comment (1): Not Answered

**Question 24:** Not Answered

Comment: Not Answered

**Question 25:** Not Answered

Comment: Not Answered

**Question 26:** Not Answered

Comment: Not Answered

**Question 27:** Not Answered

Comment: Not Answered

**Question 28:** Not Answered

Comment: Not Answered

**Question 29:** Not Answered

Comment: Not Answered

**Question 30:** Not Answered

Comment: Not Answered

**Question 31:** Not Answered

Comment: Not Answered

**Question 32:** Not Answered

Comment: Not Answered

**Question 33:** Not Answered

Comment: Not Answered

**Question 34:** Not Answered

Comment: Not Answered

**Question 35:** Not Answered

Comment: Not Answered

**Question 36:** Not Answered

Comment: Not Answered

**Question 37:** Not Answered

Comment: Not Answered

**Question 38:** Not Answered

Comment: Not Answered

**Question 39:** Not Answered

Comment: Not Answered

**Question 40:** Not Answered

**Question 41:** Not Answered

Comment: Not Answered

**Question 42:** Not Answered

Comment: Not Answered

**Question 43:** Not Answered

Comment: Not Answered

**Question 44:** Not Answered

Comment: Not Answered

**Question 45:** Not Answered

Comment: Not Answered

**Question 46 (multiple options)**

**Option 1:**

**Option 2:**

**Option 3a:**

**Option 3b:**

**None:**

Comment: Not Answered

**Question 47:** Not Answered

Comment: Not Answered

Comment (1): Not Answered

**Question 48:** Not Answered

Comment: Not Answered

**Question 49:** Not Answered

Comment: Not Answered

**Question 50:** Not Answered

**Select percentage:** Not Answered

Comment: Not Answered

**Question 51:** Not Answered

Comment: Not Answered

**Question 52 (multiple choice – would the acquisition process be shorter and/or cheaper if notices inviting participation were abolished?):** Not Answered

Comment (1): Not Answered

Comment (2) (estimate time/money saved): Not Answered

**Question 53:** Not Answered

Comment: Not Answered

**Question 54:** Not Answered

Comment: Not Answered

**Question 55:** Not Answered

Comment: Not Answered

**Question 56**

**Tick option 1:**

**Tick option 2:**

**Tick option 3:**

Comment: Not Answered

**Question 57:** Not Answered

Comment: Not Answered

**Question 58 (dropdown):** Not Answered

Comment: Not Answered

**Question 59:** Not Answered

Comment: Not Answered

**Question 60:** Not Answered

Comment: Not Answered

**Question 61:** Not Answered

Comment: Not Answered

**Question 62:** Not Answered

Comment: Not Answered

**Question 63 (dropdown):** Not Answered

Comment: Not Answered

**Question 64:** Not Answered

Comment: Not Answered

**Question 65:** Not Answered

Comment: Not Answered

**Question 66:** Not Answered

Comment: Not Answered

**Question 67 (1) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 67 (2) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 68:** Not Answered

Comment: Not Answered

**Question 69:** Not Answered

Comment: Not Answered

**Question 70:** Not Answered

Comment: Not Answered

**Question 71:** Not Answered

Comment: Not Answered

**Question 72:** Not Answered

Comment: Not Answered

**Question 73:** Not Answered

Comment: Not Answered

**Question 74:** Not Answered

Comment: Not Answered

**Question 75:** Not Answered

Comment: Not Answered

**Question 76:** Not Answered

Comment: Not Answered

**Question 77:** Not Answered

Comment (1): Not Answered

Comment (2): Not Answered

Comment (3): Not Answered

**Question 78 (dropdown):** Not Answered

Comment: Not Answered

**Question 79:** Not Answered

Comment: Not Answered

**Question 80 (1) (Y/N/O):**

**Question 80 (2) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 81:** Not Answered

Comment: Not Answered

**Question 82:** Not Answered

Comment: Not Answered

**Question 83:** Not Answered

**Question 84:** Not Answered

**Question 85:** Not Answered

Comment: Not Answered

**Question 86:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 87:** Not Answered

Comment: Not Answered



**Question 88:** Not Answered

Comment: Not Answered

**Question 89:** Not Answered

Comment: Not Answered

**Question 90:** Not Answered

Comment: Not Answered

**Question 91:** Not Answered

Comment: Not Answered

**Question 92:** Not Answered

Comment: Not Answered

**Question 93 (1) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 93 (2) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 94:** Not Answered

Comment: Not Answered

**Question 95:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 96:** Not Answered

Comment: Not Answered

**Question 97:** Not Answered

Comment: Not Answered

**Question 98:** Not Answered

Comment: Not Answered

**Question 99:** Not Answered

**Question 100:** Not Answered

Comment: Not Answered

**Question 101:** Not Answered

Comment: Not Answered

**Question 102:** Not Answered

Comment: Not Answered

**Question 103 (1) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 103 (2) (multiple choice):** Not Answered

Comment: Not Answered

**Question 103 (3) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 103 (4):** Not Answered

**Question 103 (5):** Not Answered

**Question 104:** Not Answered

**Question 105:** Not Answered

Comment: Not Answered

**Question 106:** Not Answered

Comment: Not Answered

**Question 107:** Not Answered

Comment: Not Answered

**Question 108:** Not Answered

Comment: Not Answered

**Question 109:** Not Answered

**Question 110:** Not Answered

Comment (2): Not Answered

**Question 111 (1) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 111 (2) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 112:** Not Answered

**Question 113:** Not Answered

Comment: Not Answered

**Question 114 (dropdown):** Not Answered

Comment: Not Answered

**Question 115:** Not Answered

**Question 116:** Not Answered

Comment: Not Answered

**Question 117:** Not Answered

Comment: Not Answered

**Question 118:** Not Answered

Comment (2): Not Answered

**Question 119:** Not Answered

Comment: Not Answered

**Question 120:** Not Answered

Comment: Not Answered

**Question 121:** Not Answered

Comment: Not Answered

**Question 122:** Not Answered

Comment: Not Answered

**Question 123:** Not Answered

Comment: Not Answered

**Question 124:** Not Answered

Comment: Not Answered

**Question 125:** Not Answered

Comment: Not Answered

**Question 126:** Not Answered

Comment: Not Answered

**Question 127:** Not Answered

Comment: Not Answered

**Question 128:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 129:** Not Answered

Comment: Not Answered

**Question 130:** Not Answered

Comment: Not Answered

**Question 131 (Y/N/O):** Not Answered

Comment: Not Answered

**Question 132:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 133:** Not Answered

Comment: Not Answered

**Question 134:** Not Answered

Comment: Not Answered

**Question 135 (YNO):** Not Answered

Question 135 (2): Not Answered

Comment: Not Answered

**Question 136:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 137:** Not Answered

Comment: Not Answered

**Question 138:** Not Answered

Comment: Not Answered

**Question 139:** Not Answered

Comment: Not Answered

**Question 140:** Not Answered

Comment: Not Answered

**Question 141:** Not Answered

Comment: Not Answered

**Question 142:** Not Answered

Comment: Not Answered

**Question 143 (comment):** Not Answered

**Question 144:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

Comment: Not Answered

**Name:** [REDACTED]

**Organisation:** Individual

**If you want your responses to this consultation to be treated as confidential, please explain to us why you regard them as confidential:** Personal data

**Question 1:** Yes

Comment:

**Question 2:** Yes

Comment:

**Question 2(1) (Multiple choice – to acquire single-building RTMs or only to join multibuilding RTM on estates):** Only to join multi-building RTMs on estates

Comment 2(1): Would expensive on one off basis

**Question 3:** Yes

Comment:

**Question 4:** No

Comment (1): [REDACTED] has one of two flats in a self contained building over 6 garages, 2 of which are held under the flat leases, the remainder are held (leasehold) by freehold houses on the estate and I believe are considered non residential as a result, hence currently they cannot pursue rtm as they on hold 66.67 %.

9

Comment (2): Don't know

**Question 5:** Yes

Comment:

**Question 6:** No

Comment:

**Question 7:** Yes

Comment:

**Question 8:** No

Comment:

**Question 9:** Yes

Comment:

**Question 10:** Yes

Comment:

**Question 11:** Yes

Comment:

**Question 12:** Yes

Comment: This would solve my sons problem

**Question 13:** No

Comment: In [REDACTED] garages the only the 4 garages not owned by them (33.3%) represent the "non residential" area. This would not justify using professional managing agents.

**Question 14:** Yes

Comment: Explained above, [REDACTED] has one of two flats in a self contained building over 6 garages, two of which are owned by the two flat owners the remainder are owned on long leases by freehold house owners on the estate.

**Question 15:** Other

Comment: Don't know

**Question 16:** Other

Comment: Don't know

**Question 17:** No

Comment:

**Question 18:** No

Comment:

**Question 19:** Other

Comment: Don't knowL

**Question 20:** Yes

Comment:

**Question 21:** No

Comment:

**Question 22:** No

Comment:

**Question 23:** Yes

Comment:

Comment (1):

**Question 24:** Yes

Comment: As mentioned above 4 garages are regarded as non residential

**Question 25:** Yes

Comment:

**Question 26:** Yes

Comment:

**Question 27:** Yes

Comment:

**Question 28:** Yes

Comment:

**Question 29:** Yes

Comment:

**Question 30:** Yes

Comment:

**Question 31:** Yes

Comment:

**Question 32:** Yes

Comment:

**Question 33:** Yes

Comment:

**Question 34:** Yes

Comment:



**Question 35:** Yes

Comment:

**Question 36:** Yes

Comment:

**Question 37:** Yes

Comment:

**Question 38:** No

Comment:

**Question 39:** No

Comment:

**Question 40:** Don't knowH

**Question 41:** Yes

Comment:

**Question 42:** Yes

Comment:

**Question 43:** No

Comment: Someone has to pay, should be rtm co.

**Question 44:** Other

Comment: Don't know

**Question 45:** Yes

Comment:

**Question 46 (multiple options)**

**Option 1:**

**Option 2:**

**Option 3a:** Option 3a

**Option 3b:** Option 3b

**None:**

Comment: Certainly not option 1, in view of comments above

**Question 47:** Other

Comment:

Comment (1):

**Question 48:** Other

Comment: Don't know

**Question 49:** Yes

Comment:

**Question 50:** Other

**Select percentage:**

Comment: Don't know

**Question 51:** Yes

Comment:

**Question 52 (multiple choice – would the acquisition process be shorter and/or cheaper if notices inviting participation were abolished?):** Both

Comment (1):

Comment (2) (estimate time/money saved):

**Question 53:** Yes

Comment:

**Question 54:** Yes

Comment:

**Question 55:** Yes

Comment:

**Question 56**

**Tick option 1:** (1) that the RTM company was on the relevant date entitled to acquire the RTM

**Tick option 2:** (2) the acquisition date on which the RTM was or will be acquired; and/or

**Tick option 3:**

Comment:

**Question 57:** Yes

Comment:

**Question 58 (dropdown):**

Comment: Don't know

**Question 59:** Yes

Comment:

**Question 60:** Yes

Comment:

**Question 61:** Yes

Comment:

**Question 62:** Yes

Comment:

**Question 63 (dropdown):** A single officer of the RTM company

Comment:

**Question 64:** Yes

Comment:

**Question 65:** Yes

Comment:

**Question 66:** Yes

Comment:

**Question 67 (1) (Y/N/O):** No

Comment: In most cases the landlord will have an existing managing agent, surely they should be able to provide the address.

**Question 67 (2) (Y/N/O):** No

Comment:

**Question 68:** No

Comment:

**Question 69:** No

Comment:

**Question 70:** Yes

Comment:

**Question 71:** Yes

Comment:

**Question 72:** Yes

Comment:

**Question 73:** Yes

Comment:

**Question 74:** Yes

Comment:

**Question 75:** Yes

Comment:

**Question 76:** Yes

Comment: Thanks

**Question 77:** Yes

Comment (1):

Comment (2): Option 1: information notice as part of the counter-notice

Comment (3):

**Question 78 (dropdown):** 1. 28 days, with a possible extension in exceptional circumstances; or

Comment:

**Question 79:** Yes

Comment:

**Question 80 (1) (Y/N/O):** No

**Question 80 (2) (Y/N/O):** Other

Comment: Don't know

**Question 81:** No

Comment: In our cases leases will be identical.

**Question 82:** Yes

Comment:

**Question 83:** Don't know

**Question 84:** Don't know

**Question 85:** No

Comment:

**Question 86:** Other

Comment: Don't know

Comment (2):

**Question 87:** Yes

Comment:

**Question 88:** Other

Comment: Don't know

**Question 89:** Other

Comment: Don't know

**Question 90:** Yes

Comment:

**Question 91:** Yes

Comment:

**Question 92:** Yes

Comment:

**Question 93 (1) (Y/N/O):** Yes

Comment:

**Question 93 (2) (Y/N/O):** Other

Comment:

**Question 94:** Yes

Comment:

**Question 95:** No

Comment:

Comment (2):

**Question 96:** Yes

Comment:

**Question 97:** Yes

Comment:

**Question 98:** Yes

Comment: Don't know

**Question 99:** Don't know

**Question 100:** Don't know

Comment: Don't know

**Question 101:** Yes

Comment:

**Question 102:** Yes

Comment:

**Question 103 (1) (Y/N/O):** Other

Comment: Don't know

**Question 103 (2) (multiple choice):** Not Answered

Comment: Don't know

**Question 103 (3) (Y/N/O):** Yes

Comment:

**Question 103 (4):**

**Question 103 (5):**

**Question 104:** Don't know

**Question 105:** Other

Comment: Don't know

**Question 106:** Yes

Comment:

**Question 107:** Yes

Comment:

**Question 108:** Yes

Comment:

**Question 109:** Don't know

**Question 110:** Yes

Comment (2):

**Question 111 (1) (Y/N/O):** No

Comment:

**Question 111 (2) (Y/N/O):** No

Comment:

**Question 112:** Don't know

**Question 113:** No

Comment:

**Question 114 (dropdown):** Fixed costs subject to a cap

Comment:

**Question 115:** Don't know

**Question 116:** Yes

Comment:

**Question 117:** Yes

Comment:

**Question 118:** Yes

Comment (2):

**Question 119:** Yes

Comment:

**Question 120:** Yes

Comment:

**Question 121:** Yes

Comment:

**Question 122:** No

Comment:

**Question 123:** Yes

Comment:

**Question 124:** Yes

Comment:

**Question 125:** Yes

Comment:

**Question 126:** Yes

Comment:

**Question 127:** Yes

Comment:

**Question 128:** Yes

Comment:

Comment (2):

**Question 129:** Yes

Comment:

**Question 130:** Yes

Comment:



**Question 131 (Y/N/O):** Yes

Comment:

**Question 132:** Yes

Comment:

Comment (2):

**Question 133:** Other

Comment: Don't knowThanks

**Question 134:** Yes

Comment:

**Question 135 (YNO):** Both

Question 135 (2):

Comment:

**Question 136:** Yes

Comment:

Comment (2): Hi

**Question 137:** Yes

Comment:

**Question 138:** Yes

Comment:

**Question 139:** Yes

Comment:

**Question 140:** Yes

Comment: Thanks

**Question 141:** Yes

Comment:

**Question 142:** Yes

Comment:

**Question 143 (comment):** Don't knowThanks

**Question 144:** No

Comment: No

Comment (2):

Comment: Other

**Name:** Samantha Cockburn

**Organisation:** Dinsdales Estates

**If you want your responses to this consultation to be treated as confidential, please explain to us why you regard them as confidential:** n/a

**Question 1:** Yes

Comment: Houses should not be discriminated for being a house. The law should cover all Leasehold properties.

**Question 2:** Yes

Comment: These are usually bespoke complexes which want to have the ability to control budgets and expenditure collectively.

**Question 2(1) (Multiple choice – to acquire single-building RTMs or only to join multibuilding RTM on estates):** To acquire single-building RTMs

Comment 2(1): In my opinion Leaseholders are interested with what is happening within their block/cluster and keeping that in check not some mammoth task of managing an estate.

**Question 3:** Yes

Comment: I have come across this on two occasions now where the law has estopped a straight forward process of just getting the RTM.

**Question 4:** Yes

Comment (1): Consistency is the key.

Comment (2): n/a

**Question 5:** Yes

Comment: The qualifying criteria should be consistent.

**Question 6:** Yes

Comment: A full explanation of the meaning as layman as possible will aid interpretation.

**Question 7:** No

Comment: Broaden the definition of building for the new processes.

**Question 8:** Yes

Comment: I have had houses both and town and bungalows which have not gained RTM

**Question 9:** Yes

Comment: Makes sense.

**Question 10: Yes**

Comment: 50% I feel is more helpful to achieve RTM status.

**Question 11: Yes**

Comment: Makes sense.

**Question 12: Yes**

Comment: RTM should be available if there are residential premises.

**Question 13: Yes**

Comment: Where commercial is involved professional agents should be involved.

**Question 14: Other**

Comment: no experience on that.

**Question 15: Yes**

Comment: Shared ownership should be included under the same umbrella

**Question 16: Yes**

Comment: it should be irrelevant that the Freeholder is resident.

**Question 17: No**

Comment: I can see how Leaseholders may not because of a resident Landlord.

**Question 18: No**

Comment: This is a healthier way of dealing with RTM with a resident landlord.

**Question 19: Yes**

Comment: It should be irrelevant how the Freehold is owned.

**Question 20: Yes**

Comment: There needs to be common ground if the Leases conflict.

**Question 21: No**

Comment: Never come across this.

**Question 22: Yes**

Comment: As a charity I would agree but if not then the same law should apply to them as a Landlord.

**Question 23:** Yes

Comment: Specific use must be spelt out.

Comment (1): no

**Question 24:** No

Comment: no experience

**Question 25:** Yes

Comment:

**Question 26:** Yes

Comment: if it benefits all involved and helps keep the community together.

**Question 27:** Yes

Comment: This would be more timely and less costly

**Question 28:** Yes

Comment:

**Question 29:** Yes

Comment:

**Question 30:** Yes

Comment: They should be included initially or not at all.

**Question 31:** Yes

Comment: If it doesn't work out on a multi basis they must be able to go it alone.

**Question 32:** Yes

Comment: It must be seen to have worked or not before any break away.

**Question 33:** Yes

Comment: Voting rights should be the same

**Question 34:** Yes

Comment:

**Question 35:** Yes

Comment: This has never been an issue so no need to change.

**Question 36:** Yes

Comment:

**Question 37:** Yes

Comment: Only one may exist.

**Question 38:** No

Comment: Never.

**Question 39:** No

Comment: Never. It is always better to have the RTM co and the agent documented differently.

**Question 40:** Anything which does not have a direct influence on the management should be relaxed.

**Question 41:** Yes

Comment: It is usually to hold an annual meeting and should be best practice.

**Question 42:** Yes

Comment: It is difficult to find good training for RTM/Block management so any encouraged well publicised training should have a good update. There has to be options.

**Question 43:** Yes

Comment: Most are voluntary directors so it should be free.

**Question 44:** Yes

Comment: There is not enough information out there for RTM directors to go it alone in most areas.

**Question 45:** No

Comment: There has to be options.

**Question 46 (multiple options)**

**Option 1:**

**Option 2:**

**Option 3a:**

**Option 3b:** Option 3b

**None:**

Comment: Where there may be vulnerability it is better to have support of a managing agent.

**Question 47:** No

Comment: It gets more difficult to control from 30 units

Comment (1): around 25 plus

**Question 48:** Yes

Comment: Where the rented accommodation far outweighs owner occupied property.

**Question 49:** Yes

Comment: It should be as if it was placed in the Lease provisions.

**Question 50:** Not Answered

**Select percentage:** 0.5

Comment: I believe half of those who would dig their heels in would not, they would pay their dues

**Question 51:** Yes

Comment: Those who are not already involved usually don't want to be for a reason.

**Question 52 (multiple choice – would the acquisition process be shorter and/or cheaper if notices inviting participation were abolished?):** Both

Comment (1): Another step taken out of the system will be cheaper and shorten the time needed.

Comment (2) (estimate time/money saved): Hours and £1k

**Question 53:** Yes

Comment: This will capture those on the fence.

**Question 54:** Yes

Comment: Seems reasonable and covers.

**Question 55:** Yes

Comment: All objections need raising in the notice and additional arguments should not be allowed.

**Question 56**

**Tick option 1:** (1) that the RTM company was on the relevant date entitled to acquire the RTM

**Tick option 2:**

**Tick option 3:** (3) the transfer of management functions in respect of non-exclusive appurtenant property.

Comment: Determination must be available if no notice.

**Question 57:** Yes

Comment:

**Question 58 (dropdown):** 0.9

Comment: I feel if determination has been established there should be no ability to query validity

**Question 59:** Yes

Comment: There needs to be some flexibility for human error

**Question 60:** Yes

Comment: If genuine mistake is proven then this should be allowed.

**Question 61:** Yes

Comment: By 50%

**Question 62:** Yes

Comment: There needs to be ownership by the RTM co

**Question 63 (dropdown):** A person authorised by an officer of the RTM company to sign the claim notice on behalf of the RTM company

Comment: This is usually undertaken by an authorised person but it could also be a single officer, either or.

**Question 64:** Yes

Comment: All above seem feasible

**Question 65:** Yes

Comment: This should be a more streamlined process where emails can be used for service at an address confirmed.

**Question 66:** Yes

Comment: There needs to be options and the above consider varying scenarios.

**Question 67 (1) (Y/N/O):** Yes



Comment: If this is happening then shouldn't the notice go to the HMLR address and the onus be put on all Landlords to ensure their information is correct and accurate.

**Question 67 (2) (Y/N/O):** No

Comment: The onus is upon the trustee in bankruptcy or executors to contact so only service should be to the HMLR Landlord registered address.

**Question 68:** Yes

Comment: This is best practice and the notice maker has to swear it is correct.

**Question 69:** No

Comment: Again the registered HMLR address should be used.

**Question 70:** Yes

Comment: If this shows due diligence.

**Question 71:** Yes

Comment: This should be the best address for the person dealing with the RTM set up.

**Question 72:** No

Comment: Two months is ample.

**Question 73:** Yes

Comment: The tribunal should determine.

**Question 74:** Yes

Comment: If there is genuine good reason.

**Question 75:** Yes

Comment: All forms should be prescribed.

**Question 76:** Yes

Comment:

**Question 77:** No

Comment (1): If not entitled then there should be no provision.

Comment (2): Option 1: information notice as part of the counter-notice

Comment (3): I feel this should be dealt with with the notice.

**Question 78 (dropdown):** 1. 28 days, with a possible extension in exceptional circumstances; or

Comment: This is ample time, people wait until the last possible date so two months will waste valuable time.

**Question 79:** Yes

Comment: Yes there must be a duty.

**Question 80 (1) (Y/N/O):** Yes

**Question 80 (2) (Y/N/O):** No

Comment: It is obvious the Lease gives the provisions and is an essential part of the RTM companies obligations.

**Question 81:** Yes

Comment: Unless of course it can be documented that all Leases are the same at a given block.

**Question 82:** Yes

Comment:

**Question 83:** Yes the landlords employees transferred under TUPE and must in these circumstances.

**Question 84:** Nothing changed, the caretaker continued under licence but now transferred through TUPE and under the Lease to the new company.

**Question 85:** Yes

Comment: There should be no doubt what the management functions are.

**Question 86:** No

Comment: What would be the point of that.

Comment (2): I cannot see this working, why set up an RTM to give functions back to the Landlord, nonsense.

**Question 87:** Yes

Comment:

**Question 88:** Yes

Comment: More clarity

**Question 89:** Other

Comment: unsure

**Question 90:** Yes

Comment: Essential.

**Question 91:** No

Comment: I believe insurers already know whether there have been any claims, if you provide the information to a broker they will always undercut the last insurance.

**Question 92:** Other

Comment: unknown

**Question 93 (1) (Y/N/O):** Yes

Comment: Anything the landlord would do the RTM co should do.

**Question 93 (2) (Y/N/O):** No

Comment:

**Question 94:** Yes

Comment: The Landlord is still the building owner so yes.

**Question 95:** No

Comment: You cannot both insure.

Comment (2):

**Question 96:** Yes

Comment: The Landlord also needs to be protected.

**Question 97:** Yes

Comment: It needs fixing.

**Question 98:** Yes

Comment: Every five years. Additional bills will be needed to cover any deficit. An increase in charges.

**Question 99:** £1k

**Question 100:** It is common.

Comment: Additional bills will be needed to cover any deficit. An increase in charges.

**Question 101:** No

Comment: A debtor list should be transferred and RTM co to take control of collections to balance.

**Question 102:** No

Comment: A transfer of undertaking as the charges are always due under the Lease and the Landlord should transfer the right to collect.

**Question 103 (1) (Y/N/O):** Yes

Comment:

**Question 103 (2) (multiple choice):** that the RTM company and landlord should be required to appoint joint advisors (chosen by the RTM company), in order to keep down the costs to be met by the leaseholder ("option 3");

Comment: Joint advisors would be advantageous.

**Question 103 (3) (Y/N/O):** Yes

Comment: 14 days

**Question 103 (4):** 14 days would be better or 28 days max

**Question 103 (5):** Prescriptive process and documentation.

**Question 104:** n/a

**Question 105:** Yes

Comment:

**Question 106:** Yes

Comment: The collecting company should put their name/address

**Question 107:** Yes

Comment:

**Question 108:** Yes

Comment:

**Question 109:** Tribunal is best.

**Question 110:** Yes

Comment (2): Tribunal is best.

**Question 111 (1) (Y/N/O):** No

Comment: The tribunal should deal with all matters.

**Question 111 (2) (Y/N/O):** No

Comment: The tribunal specialises and should deal.

**Question 112:** A consultation/mediation appointment where all relevant information was given would be helpful pre acquisition and should fast track the case.

**Question 113:** No

Comment: This should be part of the expected law to provide relevant info at no cost.

**Question 114 (dropdown):** Fixed costs

Comment: If costs are to be paid this should be a definitive fixed cost.

**Question 115:** There should be just one fixed cost not changeable dependent on circumstance.

**Question 116:** No

Comment: Nothing should be paid as there is a Right to Manage under the law.

**Question 117:** Yes

Comment: A fixed cost.

**Question 118:** No

Comment (2): Just one fixed cost, keep it simple.

**Question 119:** Yes

Comment: Agreed

**Question 120:** Yes

Comment: Parties would streamline their cases.

**Question 121:** Yes

Comment: The Leaseholders should not pay.

**Question 122:** Yes

Comment: The Leaseholders decided to allow the Landlord to manage again with a managing agent and wound up the company and transferred the balance in the account to the Landlord. The company was terminated at companies house.

**Question 123:** Yes

Comment:

**Question 124:** Yes

Comment:

**Question 125:** Yes

Comment:

**Question 126:** Yes

Comment:

**Question 127:** Yes

Comment:

**Question 128:** Yes

Comment:

Comment (2):

**Question 129:** Yes

Comment:

**Question 130:** Yes

Comment:

**Question 131 (Y/N/O):** Yes

Comment:

**Question 132:** Yes

Comment:

Comment (2): no

**Question 133:** Yes

Comment:

**Question 134:** Yes

Comment:

**Question 135 (YNO):** Both

Question 135 (2): There needs to be ability to give up.

Comment: Not frequently.

**Question 136:** No

Comment: The Landlord should not be able to object.

Comment (2): n/a

**Question 137:** Yes

Comment: There needs to be a way for an alternative is proven the RTM is not performing its duties.

**Question 138:** Yes

Comment: It is highly likely that a manager is needed if an RTM was being formed as there obviously were non performance by the Landlord.

**Question 139:** Yes

Comment: This needs to happen quickly

**Question 140:** Yes

Comment: This is essential for the functions to take place.

**Question 141:** Yes

Comment:

**Question 142:** Yes

Comment: there should be no restriction.

**Question 143 (comment):** It is unlikely another RTM will want to set up in any event.

**Question 144:** No

Comment: No

Comment (2):

Comment: Other

**Name:** Philip Freedman

**Organisation:** Mishcon de Reya LLP

**If you want your responses to this consultation to be treated as confidential, please explain to us why you regard them as confidential:**

**Question 1:** Not Answered

Comment: Not Answered

**Question 2:** Not Answered

Comment: Not Answered

**Question 2(1) (Multiple choice – to acquire single-building RTMs or only to join multibuilding RTM on estates):** Not Answered

Comment 2(1): Not Answered

**Question 3:** Not Answered

Comment: Not Answered

**Question 4:** Not Answered

Comment (1): Not Answered

Comment (2): Not Answered

**Question 5:** Not Answered

Comment: Not Answered

**Question 6:** Not Answered

Comment: Not Answered

**Question 7:** Not Answered

Comment: Not Answered

**Question 8:** Not Answered

Comment: Not Answered

**Question 9:** Not Answered

Comment: Not Answered

**Question 10:** Not Answered

Comment: Not Answered



**Question 11:** Not Answered

Comment: Not Answered

**Question 12:** Not Answered

Comment: Not Answered

**Question 13:** Not Answered

Comment: Not Answered

**Question 14:** Not Answered

Comment: Not Answered

**Question 15:** Other


Comment: I believe the existing rule preventing a shared ownership tenant from being a Qualifying Tenant until the tenant's share has reached 100% was enacted to ensure that, in the meantime, the immediate landlord, if an intermediate leaseholder, will be the QT and will be entitled to be counted for and participate in any RTM.

That is because in many instances housing associations and other social housing landlords grant shared ownership underleases where they do not own the freehold of the building containing the flats but just hold a long lease of individual flats or a section of a building containing their flats. Since the most inferior long leaseholder becomes the QT, I believe this rule was considered necessary to enable the social housing landlord as intermediate leaseholder (whose own lease is not a shared ownership lease) to hold the RTM participation while it still owned a beneficial share in the flat. It is in point that ownership of three or more flats does not disqualify a tenant from being a QT for RTM (unlike the position for enfranchisement).

I appreciate that these intricacies may not be widely appreciated and have heard that many people have assumed that the underlessee is always the QT but I think that a careful reading of the legislation has the effect I have described above.

I do not think your Consultation Paper set out this possible justification for the 100% staircasing test in cases where the shared ownership lease is an underlease and the intermediate leaseholder is a social housing landlord that is not itself managing the building.

[REDACTED]



I imagine another reason for the rule might be that where the social housing landlord itself manages the building (eg where it has the freehold or a headlease of the whole or a large part of a building) the rule minimises the chances of the social housing landlord's management being taken over from it before a large number of their shared ownership tenants have fully purchased their flats.

**Question 16:** Not Answered

Comment:

**Question 17:** Not Answered

Comment:

**Question 18:** Not Answered

Comment:

**Question 19:** Not Answered

Comment:

**Question 20:** Not Answered

Comment:

**Question 21:** Not Answered

Comment:

**Question 22:** Not Answered

Comment:

**Question 23:** Not Answered

Comment:

Comment (1):

**Question 24:** Not Answered

Comment:

**Question 25:** Not Answered

Comment: Not Answered

**Question 26:** Not Answered

Comment: Not Answered

**Question 27:** Not Answered

Comment: Not Answered

**Question 28:** Not Answered

Comment: Not Answered

**Question 29:** Not Answered

Comment: Not Answered

**Question 30:** Not Answered

Comment: Not Answered

**Question 31:** Not Answered

Comment: Not Answered

**Question 32:** Not Answered

Comment: Not Answered

**Question 33:** Not Answered

Comment: Not Answered

**Question 34:** Not Answered

Comment: Not Answered

**Question 35:** Not Answered

Comment: Not Answered

**Question 36:** Not Answered

Comment: Not Answered

**Question 37:** Not Answered

Comment: Not Answered

**Question 38:** Not Answered

Comment: Not Answered

**Question 39:** Not Answered

Comment: Not Answered

**Question 40:** Not Answered

**Question 41:** Not Answered

Comment: Not Answered

**Question 42:** Not Answered

Comment: Not Answered

**Question 43:** Not Answered

Comment: Not Answered

**Question 44:** Not Answered

Comment: Not Answered

**Question 45:** Not Answered

Comment: Not Answered

**Question 46 (multiple options)**

**Option 1:**

**Option 2:**

**Option 3a:**

**Option 3b:**

**None:**

Comment: Not Answered

**Question 47:** Not Answered

Comment: Not Answered

Comment (1): Not Answered

**Question 48:** Not Answered

Comment: Not Answered

**Question 49:** Not Answered

Comment: Not Answered

**Question 50:** Not Answered

**Select percentage:** Not Answered

Comment: Not Answered

**Question 51:** Not Answered

Comment: Not Answered

**Question 52 (multiple choice – would the acquisition process be shorter and/or cheaper if notices inviting participation were abolished?):** Not Answered

Comment (1): Not Answered

Comment (2) (estimate time/money saved): Not Answered

**Question 53:** Not Answered

Comment: Not Answered

**Question 54:** Not Answered

Comment: Not Answered

**Question 55:** Not Answered

Comment: Not Answered

**Question 56**

**Tick option 1:**

**Tick option 2:**

**Tick option 3:**

Comment: Not Answered

**Question 57:** Not Answered

Comment: Not Answered

**Question 58 (dropdown):** Not Answered

Comment: Not Answered

**Question 59:** Not Answered

Comment: Not Answered

**Question 60:** Not Answered

Comment: Not Answered

**Question 61:** Not Answered

Comment: Not Answered

**Question 62: Not Answered**

Comment: Not Answered

**Question 63 (dropdown):** Not Answered

Comment: Not Answered

**Question 64:** Not Answered

Comment: Not Answered

**Question 65:** Not Answered

Comment: Not Answered

**Question 66:** Not Answered

Comment: Not Answered

**Question 67 (1) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 67 (2) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 68:** Not Answered

Comment: Not Answered

**Question 69:** Not Answered

Comment: Not Answered

**Question 70:** Not Answered

Comment: Not Answered

**Question 71:** Not Answered

Comment: Not Answered

**Question 72:** Not Answered

Comment: Not Answered

**Question 73:** Not Answered

Comment: Not Answered

**Question 74:** Not Answered

Comment: Not Answered

**Question 75:** Not Answered

Comment: Not Answered

**Question 76:** Not Answered

Comment: Not Answered

**Question 77:** Not Answered

Comment (1): Not Answered

Comment (2): Not Answered

Comment (3): Not Answered

**Question 78 (dropdown):** Not Answered

Comment: Not Answered

**Question 79:** Not Answered

Comment: Not Answered

**Question 80 (1) (Y/N/O):**

**Question 80 (2) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 81:** Not Answered

Comment: Not Answered

**Question 82:** Not Answered

Comment: Not Answered

**Question 83:** Not Answered

**Question 84:** Not Answered

**Question 85:** Not Answered

Comment: Not Answered

**Question 86:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 87:** Not Answered

Comment: Not Answered

**Question 88:** Not Answered

Comment: Not Answered

**Question 89:** Not Answered

Comment: Not Answered

**Question 90:** Not Answered

Comment: Not Answered

**Question 91:** Not Answered

Comment: Not Answered

**Question 92:** Not Answered

Comment: Not Answered

**Question 93 (1) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 93 (2) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 94:** Not Answered

Comment: Not Answered

**Question 95:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 96:** Not Answered

Comment: Not Answered



**Question 97:** Not Answered

Comment: Not Answered

**Question 98:** Not Answered

Comment: Not Answered

**Question 99:** Not Answered

**Question 100:** Not Answered

Comment: Not Answered

**Question 101:** Not Answered

Comment: Not Answered

**Question 102:** Not Answered

Comment: Not Answered

**Question 103 (1) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 103 (2) (multiple choice):** Not Answered

Comment: Not Answered

**Question 103 (3) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 103 (4):** Not Answered

**Question 103 (5):** Not Answered

**Question 104:** Not Answered

**Question 105:** Not Answered

Comment: Not Answered

**Question 106:** Not Answered

Comment: Not Answered

**Question 107:** Not Answered

Comment: Not Answered

**Question 108:** Not Answered

Comment: Not Answered

**Question 109:** Not Answered

**Question 110:** Not Answered

Comment (2): Not Answered

**Question 111 (1) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 111 (2) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 112:** Not Answered

**Question 113:** Not Answered

Comment: Not Answered

**Question 114 (dropdown):** Not Answered

Comment: Not Answered

**Question 115:** Not Answered

**Question 116:** Not Answered

Comment: Not Answered

**Question 117:** Not Answered

Comment: Not Answered

**Question 118:** Not Answered

Comment (2): Not Answered

**Question 119:** Not Answered

Comment: Not Answered

**Question 120:** Not Answered

Comment: Not Answered

**Question 121:** Not Answered

Comment: Not Answered

**Question 122:** Not Answered

Comment: Not Answered

**Question 123:** Not Answered

Comment: Not Answered

**Question 124:** Not Answered

Comment: Not Answered

**Question 125:** Not Answered

Comment: Not Answered

**Question 126:** Not Answered

Comment: Not Answered

**Question 127:** Not Answered

Comment: Not Answered

**Question 128:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 129:** Not Answered

Comment: Not Answered

**Question 130:** Not Answered

Comment: Not Answered

**Question 131 (Y/N/O):** Not Answered

Comment: Not Answered

**Question 132:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 133:** Not Answered

Comment: Not Answered

**Question 134:** Not Answered

Comment: Not Answered

**Question 135 (YNO):** Not Answered

Question 135 (2):

Comment: Not Answered

**Question 136:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 137:** Not Answered

Comment: Not Answered

**Question 138:** Not Answered

Comment: Not Answered

**Question 139:** Not Answered

Comment: Not Answered

**Question 140:** Not Answered

Comment: Not Answered

**Question 141:** Not Answered

Comment: Not Answered

**Question 142:** Not Answered

Comment: Not Answered

**Question 143 (comment):** Not Answered

**Question 144:** Not Answered

Comment: Not Answered

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**Name:** Julian Goddard and Daniel Watney

**Organisation:** Responding as surveyors on behalf of the Dulwich Estate

**If you want your responses to this consultation to be treated as confidential, please explain to us why you regard them as confidential:** No

**Question 1:** Other

Comment: Depending on circumstances- the concern would that for shorter unexpired terms in particular the leaseholder may not manage the property properly

**Question 2:** Yes

Comment:

**Question 2(1) (Multiple choice – to acquire single-building RTMs or only to join multibuilding RTM on estates):** To acquire single-building RTMs

Comment 2(1): Wider entitlement may lead to unnecessary complications in terms of management responsibilities

**Question 3:** Yes

Comment:

**Question 4:** Yes

Comment (1):

Comment (2):

**Question 5:** Yes

Comment:

**Question 6:** Yes

Comment:

**Question 7:** Yes

Comment:

**Question 8:** No

Comment:

**Question 9:** Yes

Comment: subject to concerns that buildings are properly managed

**Question 10:** No

Comment: No this may lead to buildings dropping in and out of qualifying criteria - the 2/3 rules means there is a clear majority

**Question 11: Yes**

Comment:

**Question 12: No**

Comment: This may lead to considerable disadvantages to commercial occupiers and owners and is not in the wider public interest. Leaseholders may look to reduce costs and management protocols rather than improve the built environment, which may adversely affect trading and operation from commercial premises, and may lead to compliance issues.

**Question 13: Yes**

Comment:

**Question 14: Yes**

Comment:

**Question 15: Other**

Comment: Possibly, depending on circumstances

**Question 16: No**

Comment: There may be a risk that leaseholder do not improve or maintain stock whereas a freeholder may have a greater incentive to ensure compliance and good management practice.

**Question 17: No**

Comment:

**Question 18: No**

Comment:

**Question 19: Yes**

Comment:

**Question 20: Yes**

Comment:

**Question 21: No**

Comment:

**Question 22: Other**

Comment:

**Question 23:** Yes

Comment:

Comment (1):

**Question 24:** No

Comment:

**Question 25:** Yes

Comment:

**Question 26:** No

Comment: This will lead to unnecessary complications on defining estates.

**Question 27:** Not Answered

Comment: not necessarily as there will be potential for dispute on the composition of an estate.

**Question 28:** Other

Comment: if the buildings are linked and share services this may be appropriate.

**Question 29:** Yes

Comment:

**Question 30:** No

Comment: if the intention is to democratise management this appears counter productive

**Question 31:** Other

Comment: in exceptional circumstances, such as manifest mismanagement this may be appropriate

**Question 32:** Yes

Comment:

**Question 33:** Yes

Comment:

**Question 34:** Yes

Comment:

**Question 35:** Yes

Comment:

**Question 36:** Yes

Comment:

**Question 37:** Yes

Comment:

**Question 38:** No

Comment:

**Question 39:** Yes

Comment:

**Question 40:** no they should be subject to the usual company law provisions

**Question 41:** Yes

Comment:

**Question 42:** Yes

Comment:

**Question 43:** No

Comment:

**Question 44:** Other

Comment: Certainly not all, and there may be a significant problem in leaseholders exercising RTMs to reduce costs rather than manage buildings properly.

**Question 45:** Yes

Comment:

**Question 46 (multiple options)**

**Option 1:** Option 1

**Option 2:** Option 2

**Option 3a:** Option 3a

**Option 3b:** Option 3b

**None:**

Comment:

**Question 47:** Other

Comment: see below

Comment (1): Five at most

**Question 48:** Yes

Comment: Where compliance with legal requirements including fire safety are not being met.

**Question 49:** Other

Comment: Only if costs are reasonable

**Question 50:** No

**Select percentage:**

Comment:

**Question 51:** No

Comment:

**Question 52 (multiple choice – would the acquisition process be shorter and/or cheaper if notices inviting participation were abolished?):** Cheaper only

Comment (1):

Comment (2) (estimate time/money saved):

**Question 53:** Yes

Comment:

**Question 54:** No

Comment: deemed withdrawal is cheaper and clearer for all concerned

**Question 55:** Yes

Comment: unless exceptional circumstances arise subsequently

**Question 56**

**Tick option 1:** (1) that the RTM company was on the relevant date entitled to acquire the RTM

**Tick option 2:** (2) the acquisition date on which the RTM was or will be acquired; and/or



**Tick option 3:**

Comment:

**Question 57: No**

Comment: Landlords should be able to participate in proceedings as a matter of course.

**Question 58 (dropdown):**

Comment: not known

**Question 59: No**

Comment: The process needs to be more, not less, certain.

**Question 60: No**

Comment: as immediately above

**Question 61: No**

Comment:

**Question 62: Yes**

Comment:

**Question 63 (dropdown):** A person authorised by an officer of the RTM company to sign the claim notice on behalf of the RTM company

Comment:

**Question 64: Yes**

Comment:

**Question 65: Other**

Comment: provided they have a read receipt

**Question 66: Yes**

Comment:

**Question 67 (1) (Y/N/O): Not Answered**

Comment:

**Question 67 (2) (Y/N/O): Yes**

Comment:

**Question 68:** Yes

Comment:

**Question 69:** Yes

Comment:

**Question 70:** Yes

Comment:

**Question 71:** Yes

Comment:

**Question 72:** Yes

Comment:

**Question 73:** Yes

Comment:

**Question 74:** Yes

Comment:

**Question 75:** Yes

Comment:

**Question 76:** Yes

Comment:

**Question 77:** No

Comment (1): this may result in unnecessary expense for all parties

Comment (2): Option 2: optional information notice, with information provided by the counter-notice stage at the latest

Comment (3):

**Question 78 (dropdown):** 2. a fixed period of 60 days

Comment:

**Question 79:** Other

Comment:

**Question 80 (1) (Y/N/O):** Other

**Question 80 (2) (Y/N/O):** No

Comment: in most cases but not all lease follow a similar form - it is not realistic to expect all parties to consider all leases in detail for larger blocks.

**Question 81:** Other

Comment: unlikely to outweigh the costs

**Question 82:** Yes

Comment:

**Question 83:** NA

**Question 84:** NA

**Question 85:** Yes

Comment:

**Question 86:** Other

Comment:

Comment (2): NA

**Question 87:** Yes

Comment:

**Question 88:** Other

Comment:

**Question 89:** No

Comment:

**Question 90:** Yes

Comment:

**Question 91:** Yes

Comment:

**Question 92:** Yes

Comment:

**Question 93 (1) (Y/N/O):** Yes

Comment:

**Question 93 (2) (Y/N/O):** No

Comment:

**Question 94:** Yes

Comment:

**Question 95:** No

Comment:

Comment (2):

**Question 96:** Yes

Comment:

**Question 97:** Yes

Comment:

**Question 98:** Yes

Comment:

**Question 99:** NA

**Question 100:** uncommon

Comment:

**Question 101:** No

Comment: all payments should be subject to reconciliation and reasonableness within say three months of when the service charge reconciliation occurs, after the acquisition date

**Question 102:** Yes

Comment:

**Question 103 (1) (Y/N/O):** Yes

Comment:

**Question 103 (2) (multiple choice):** that the existing process should be sped up, by requiring the leaseholder to seek consent from the RTM company and landlord concurrently, or requiring the RTM company to pass the request to the landlord within a set period of time ("option 4"); or

Comment:

**Question 103 (3) (Y/N/O):** Yes

Comment:

**Question 103 (4):** two months

**Question 103 (5):**

**Question 104:** NA

**Question 105:** Yes

Comment:

**Question 106:** Yes

Comment:

**Question 107:** Other

Comment: unless exceptional circumstances

**Question 108:** Yes

Comment:

**Question 109:** NA

**Question 110:** No

Comment (2):

**Question 111 (1) (Y/N/O):** Yes

Comment:

**Question 111 (2) (Y/N/O):** Yes

Comment:

**Question 112:** NA

**Question 113:** Yes

Comment:

**Question 114 (dropdown):** Capped costs

Comment: all landlords costs should be reasonable but not necessarily limited

**Question 115:** fixed costs do not reflect genuine expense and should not be applied but rather subject to reasonableness.

**Question 116:** No

Comment: the appears unfair - head leases arrangements can be complex and result in greater cost

**Question 117:** Yes

Comment:

**Question 118:** Other

Comment (2): all reasonable costs as incurred should be recoverable

**Question 119:** Yes

Comment:

**Question 120:** Yes

Comment:

**Question 121:** No

Comment:

**Question 122:** No

Comment:

**Question 123:** Yes

Comment:

**Question 124:** Yes

Comment:

**Question 125:** Yes

Comment:

**Question 126:** Yes

Comment:

**Question 127:** No

Comment:

**Question 128:** Yes

Comment:

Comment (2):

**Question 129:** Yes

Comment:

**Question 130:** No

Comment:

**Question 131 (Y/N/O):** Yes

Comment:

**Question 132:** Yes

Comment:

Comment (2):

**Question 133:** Yes

Comment:

**Question 134:** Other

Comment: there should be a minimum period of say six months or a year, unless the landlord agrees.

**Question 135 (YNO):** None

Question 135 (2):

Comment:

**Question 136:** No

Comment: the landlord should be able to object as it sees fit.

Comment (2):

**Question 137:** Yes

Comment:

**Question 138:** Yes

Comment:

**Question 139:** Yes

Comment: subject to formal notification of the end of the RTM

**Question 140:** Yes

Comment:

**Question 141:** Yes

Comment:

**Question 142:** No

Comment:

**Question 143 (comment):** NA

**Question 144:** No

Comment: No

Comment (2):

Comment: Other



**Name:** Susan M Rendell

**Organisation:**

**If you want your responses to this consultation to be treated as confidential, please explain to us why you regard them as confidential:**

**Question 1:** Yes

Comment: This could provide a form of redress where there are onerous permission fees on estates of new leasehold or freehold houses. Individual home owners should be able to use this to deal with poorly managed estates

**Question 2:** Yes

Comment:

**Question 2(1) (Multiple choice – to acquire single-building RTMs or only to join multibuilding RTM on estates):** To acquire single-building RTMs

Comment 2(1):

**Question 3:** Other

Comment: The ability to use the process for individual houses as well as groups is important.

**Question 4:** Yes

Comment (1):

Comment (2): 'Residential units' would be similar to the planning system thus simplifying terminology and understanding.

**Question 5:** Not Answered

Comment:

**Question 6:** Not Answered

Comment:

**Question 7:** Not Answered

Comment:

**Question 8:** Not Answered

Comment:

**Question 9:** Yes

Comment:

**Question 10:** Yes

Comment:

**Question 11:** Not Answered

Comment:

**Question 12:** Yes

Comment:

**Question 13:** Yes

Comment:

**Question 14:** No

Comment:

**Question 15:** Yes

Comment:

**Question 16:** Yes

Comment:

**Question 17:** No

Comment:

**Question 18:** No

Comment:

**Question 19:** Yes

Comment:

**Question 20:** Yes

Comment:

**Question 21:** No

Comment:

**Question 22:** Yes

Comment:

**Question 23:** Not Answered

Comment:

Comment (1):

**Question 24:** Not Answered

Comment:

**Question 25:** Yes

Comment:

**Question 26:** Yes

Comment:

**Question 27:** Not Answered

Comment:

**Question 28:** Not Answered

Comment:

**Question 29:** Not Answered

Comment:

**Question 30:** Not Answered

Comment:

**Question 31:** Yes

Comment:

**Question 32:** Not Answered

Comment:

**Question 33:** Not Answered

Comment:

**Question 34:** Not Answered

Comment:

**Question 35:** Not Answered

Comment: Not Answered

**Question 36:** Not Answered

Comment: Not Answered

**Question 37:** Not Answered

Comment: Not Answered

**Question 38:** Not Answered

Comment: Not Answered

**Question 39:** Not Answered

Comment: Not Answered

**Question 40:** Not Answered

**Question 41:** Not Answered

Comment: Not Answered

**Question 42:** Not Answered

Comment: Not Answered

**Question 43:** Not Answered

Comment: Not Answered

**Question 44:** Not Answered

Comment: Not Answered

**Question 45:** Not Answered

Comment: Not Answered

**Question 46 (multiple options)**

**Option 1:**

**Option 2:**

**Option 3a:**

**Option 3b:**

**None:**

Comment: Not Answered

**Question 47:** Not Answered

Comment: Not Answered

Comment (1): Not Answered

**Question 48:** Not Answered

Comment: Not Answered

**Question 49:** Not Answered

Comment: Not Answered

**Question 50:** Not Answered

**Select percentage:** Not Answered

Comment: Not Answered

**Question 51:** Not Answered

Comment: Not Answered

**Question 52 (multiple choice – would the acquisition process be shorter and/or cheaper if notices inviting participation were abolished?):** Not Answered

Comment (1): Not Answered

Comment (2) (estimate time/money saved): Not Answered

**Question 53:** Not Answered

Comment: Not Answered

**Question 54:** Not Answered

Comment: Not Answered

**Question 55:** Not Answered

Comment: Not Answered

**Question 56**

**Tick option 1:**

**Tick option 2:**

**Tick option 3:**

Comment: Not Answered

**Question 57:** Not Answered

Comment: Not Answered

**Question 58 (dropdown):** Not Answered

Comment: Not Answered

**Question 59:** Not Answered

Comment: Not Answered

**Question 60:** Not Answered

Comment: Not Answered

**Question 61:** Not Answered

Comment: Not Answered

**Question 62: Not Answered**

Comment: Not Answered

**Question 63 (dropdown):** Not Answered

Comment: Not Answered

**Question 64:** Not Answered

Comment: Not Answered

**Question 65:** Not Answered

Comment: Not Answered

**Question 66:** Not Answered

Comment: Not Answered

**Question 67 (1) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 67 (2) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 68:** Not Answered

Comment: Not Answered

**Question 69:** Not Answered

Comment: Not Answered

**Question 70:** Not Answered

Comment: Not Answered

**Question 71:** Not Answered

Comment: Not Answered

**Question 72:** Not Answered

Comment: Not Answered

**Question 73:** Not Answered

Comment: Not Answered

**Question 74:** Not Answered

Comment: Not Answered

**Question 75:** Not Answered

Comment: Not Answered

**Question 76:** Not Answered

Comment: Not Answered

**Question 77:** Not Answered

Comment (1): Not Answered

Comment (2): Not Answered

Comment (3): Not Answered

**Question 78 (dropdown):** Not Answered

Comment: Not Answered

**Question 79:** Not Answered

Comment: Not Answered

**Question 80 (1) (Y/N/O):**

**Question 80 (2) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 81:** Not Answered

Comment: Not Answered

**Question 82:** Not Answered

Comment: Not Answered

**Question 83:** Not Answered

**Question 84:** Not Answered

**Question 85:** Not Answered

Comment:

**Question 86:** Not Answered

Comment:

Comment (2):

**Question 87:** Not Answered

Comment:

**Question 88:** Not Answered

Comment:

**Question 89:** Not Answered

Comment:

**Question 90:** Yes

Comment:

**Question 91:** Not Answered

Comment:

**Question 92:** Not Answered

Comment:

**Question 93 (1) (Y/N/O):** Not Answered

Comment:

**Question 93 (2) (Y/N/O):** Not Answered

Comment:

**Question 94:** Not Answered

Comment:

**Question 95:** Not Answered



Comment:

Comment (2):

**Question 96:** Not Answered

Comment:

**Question 97:** Not Answered

Comment:

**Question 98:** Not Answered

Comment:

**Question 99:**

**Question 100:**

Comment:

**Question 101:** Not Answered

Comment:

**Question 102:** Yes

Comment:

**Question 103 (1) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 103 (2) (multiple choice):** Not Answered

Comment: Not Answered

**Question 103 (3) (Y/N/O):** Not Answered

Comment: Not Answered

**Question 103 (4):** Not Answered

**Question 103 (5):** Not Answered

**Question 104:** Not Answered

**Question 105:** Not Answered

Comment: Not Answered

**Question 106:** Not Answered

Comment: Not Answered

**Question 107:** Not Answered

Comment:

**Question 108:** Not Answered

Comment:

**Question 109:**

**Question 110:** Not Answered

Comment (2):

**Question 111 (1) (Y/N/O):** Not Answered

Comment:

**Question 111 (2) (Y/N/O):** Not Answered

Comment:

**Question 112:**

**Question 113:** Not Answered

Comment:

**Question 114 (dropdown):**

Comment:

**Question 115:**

**Question 116:** Not Answered

Comment:

**Question 117:** Not Answered

Comment:

**Question 118:** Not Answered

Comment (2):

**Question 119:** Yes

Comment:

**Question 120:** Not Answered

Comment:

**Question 121:** Yes

Comment:

**Question 122:** Not Answered

Comment: Not Answered

**Question 123:** Not Answered

Comment: Not Answered

**Question 124:** Not Answered

Comment: Not Answered

**Question 125:** Not Answered

Comment: Not Answered

**Question 126:** Not Answered

Comment: Not Answered

**Question 127:** Not Answered

Comment: Not Answered

**Question 128:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 129:** Not Answered

Comment: Not Answered

**Question 130:** Not Answered

Comment: Not Answered

**Question 131 (Y/N/O):** Not Answered

Comment: Not Answered

**Question 132:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 133:** Not Answered

Comment: Not Answered

**Question 134:** Not Answered

Comment: Not Answered

**Question 135 (YNO):** Not Answered

Question 135 (2): Not Answered

Comment: Not Answered

**Question 136:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

**Question 137:** Not Answered

Comment: Not Answered

**Question 138:** Not Answered

Comment: Not Answered

**Question 139:** Not Answered

Comment: Not Answered

**Question 140:** Not Answered

Comment: Not Answered

**Question 141:** Not Answered

Comment: Not Answered

**Question 142:** Not Answered

Comment: Not Answered

**Question 143 (comment):** Not Answered

**Question 144:** Not Answered

Comment: Not Answered

Comment (2): Not Answered

Comment: Not Answered

**Name:** Julian Goddard and Daniel Watney

**Organisation:** Responding on behalf of client Dame Alice Owen's Foundation

**If you want your responses to this consultation to be treated as confidential, please explain to us why you regard them as confidential:**

**Question 1:** Other

Comment: Not in respect of those properties with shorter unexpired terms

**Question 2:** Yes

Comment:

**Question 2(1) (Multiple choice – to acquire single-building RTMs or only to join multibuilding RTM on estates):** To acquire single-building RTMs

Comment 2(1): Wider entitlements may lead to unnecessary complications in terms of management responsibilities.

**Question 3:** Yes

Comment:

**Question 4:** Yes

Comment (1):

Comment (2):

**Question 5:** Yes

Comment:

**Question 6:** Yes

Comment:

**Question 7:** Yes

Comment:

**Question 8:** No

Comment:

**Question 9:** Yes

Comment: Subject to concerns on ensuring buildings are properly managed

**Question 10:** No

Comment: No, as this may lead to buildings dropping in and out of qualifying criteria - the 2/3 rule means there is a clear majority.

**Question 11: Yes**

Comment:

**Question 12: No**

Comment: This may lead to considerable disadvantage to commercial occupiers and freeholders and is not in the wider interest. Leaseholders may not manage mixed use properties to appropriate standards which may adversely affect the commercial premises, and lead to issues of compliance.

**Question 13: Yes**

Comment:

**Question 14: Yes**

Comment:

**Question 15: No**

Comment:

**Question 16: No**

Comment:

**Question 17: No**

Comment:

**Question 18: No**

Comment:

**Question 19: Yes**

Comment:

**Question 20: Yes**

Comment:

**Question 21: No**

Comment:

**Question 22: Other**

Comment: No firm view

**Question 23:** Yes

Comment:

Comment (1):

**Question 24:** No

Comment:

**Question 25:** Yes

Comment:

**Question 26:** No

Comment: Strongly disagree as this may lead to unnecessary disputes and complications in defining an estate

**Question 27:** No

Comment:

**Question 28:** Yes

Comment: Only if both circumstances apply.

**Question 29:** Yes

Comment:

**Question 30:** No

Comment: This seems counter intuitive to democratising the RTM process.

**Question 31:** Other

Comment: Only in exceptional circumstances

**Question 32:** Yes

Comment:

**Question 33:** Yes

Comment:

**Question 34:** Yes

Comment:

**Question 35:** Yes

Comment:

**Question 36:** Yes

Comment:

**Question 37:** Yes

Comment:

**Question 38:** No

Comment:

**Question 39:** Yes

Comment:

**Question 40:** No they should be subject to the same laws

**Question 41:** Yes

Comment:

**Question 42:** Yes

Comment:

**Question 43:** No

Comment:

**Question 44:** Yes

Comment:

**Question 45:** Yes

Comment:

**Question 46 (multiple options)**

**Option 1:** Option 1

**Option 2:** Option 2

**Option 3a:** Option 3a

**Option 3b:** Option 3b

**None:**

Comment:



**Question 47:** Other

Comment: See below

Comment (1): Five units

**Question 48:** Yes

Comment:

**Question 49:** Other

Comment: Only if costs are reasonable

**Question 50:** No

**Select percentage:**

Comment:

**Question 51:** No

Comment: This will not lead to harmonious RTM operations if leaseholders are excluded

**Question 52 (multiple choice – would the acquisition process be shorter and/or cheaper if notices inviting participation were abolished?):** Cheaper only

Comment (1):

Comment (2) (estimate time/money saved):

**Question 53:** Yes

Comment:

**Question 54:** No

Comment: Deemed withdrawal is cheaper and clearer for all parties

**Question 55:** Yes

Comment: Unless exceptional circumstances arise thereafter

**Question 56**

**Tick option 1:** (1) that the RTM company was on the relevant date entitled to acquire the RTM

**Tick option 2:**

**Tick option 3:**

Comment:

**Question 57:** No

Comment: Landlords should be entitled to participate in any proceedings.

**Question 58 (dropdown):**

Comment: NK

**Question 59:** No

Comment: The process needs to more, not less, certain.

**Question 60:** No

Comment: As above

**Question 61:** No

Comment:

**Question 62:** Yes

Comment:

**Question 63 (dropdown):** A person authorised by an officer of the RTM company to sign the claim notice on behalf of the RTM company

Comment:

**Question 64:** Yes

Comment:

**Question 65:** Other

Comment:

**Question 66:** Yes

Comment:

**Question 67 (1) (Y/N/O):** Yes

Comment:

**Question 67 (2) (Y/N/O):** Yes

Comment:

**Question 68:** Yes

Comment:

**Question 69:** Yes

Comment:

**Question 70:** Yes

Comment:

**Question 71:** Yes

Comment:

**Question 72:** Yes

Comment:

**Question 73:** Yes

Comment:

**Question 74:** Yes

Comment:

**Question 75:** Yes

Comment:

**Question 76:** Yes

Comment:

**Question 77:** No

Comment (1): This may lead to unnecessary expense for all parties

Comment (2): Option 2: optional information notice, with information provided by the counter-notice stage at the latest

Comment (3):

**Question 78 (dropdown):** 2. a fixed period of 60 days

Comment:

**Question 79:** Other

Comment:

**Question 80 (1) (Y/N/O):** Other

**Question 80 (2) (Y/N/O):** No

Comment:

**Question 81:** No

Comment: It is unlikely to be realistic for larger blocks

**Question 82:** Yes

Comment:

**Question 83:** NA

**Question 84:** NA

**Question 85:** Yes

Comment:

**Question 86:** Other

Comment:

Comment (2):

**Question 87:** Yes

Comment:

**Question 88:** Other

Comment:

**Question 89:** No

Comment:

**Question 90:** Yes

Comment:

**Question 91:** Yes

Comment:

**Question 92:** Yes

Comment:

**Question 93 (1) (Y/N/O):** Yes

Comment:

**Question 93 (2) (Y/N/O):** No

Comment:

**Question 94:** Yes

Comment:

**Question 95:** No

Comment:

Comment (2):

**Question 96:** Yes

Comment:

**Question 97:** Yes

Comment:

**Question 98:** Yes

Comment:

**Question 99:** Nk

**Question 100:** Uncommon

Comment:

**Question 101:** No

Comment: This should only be finalised once service charges accounts are reconciled after the year end.

**Question 102:** Yes

Comment:

**Question 103 (1) (Y/N/O):** Yes

Comment:

**Question 103 (2) (multiple choice):** that the existing process should be sped up, by requiring the leaseholder to seek consent from the RTM company and landlord concurrently, or requiring the RTM company to pass the request to the landlord within a set period of time ("option 4"); or

Comment:

**Question 103 (3) (Y/N/O):** Yes

Comment:

**Question 103 (4):** Two months

**Question 103 (5):**

**Question 104:** NA

**Question 105:** Yes

Comment:

**Question 106:** Yes

Comment:

**Question 107:** Yes

Comment:

**Question 108:** Yes

Comment:

**Question 109:** NA

**Question 110:** No

Comment (2):

**Question 111 (1) (Y/N/O):** Yes

Comment:

**Question 111 (2) (Y/N/O):** Yes

Comment:

**Question 112:** NA

**Question 113:** Yes

Comment:

**Question 114 (dropdown):** Capped costs

Comment: All landlords cost if reasonable should not necessarily be limited

**Question 115:** Fixed costs would lead to Landlords not being able to recover appropriate costs

**Question 116:** No

Comment: This appears unfair - head lease arrangements are often complex and require greater professional input and cost

**Question 117:** Yes

Comment:

**Question 118:** Other

Comment (2): All reasonable costs should be recoverable

**Question 119:** Yes

Comment:

**Question 120:** Yes

Comment:

**Question 121:** No

Comment:

**Question 122:** No

Comment:

**Question 123:** Yes

Comment:

**Question 124:** Yes

Comment:

**Question 125:** Yes

Comment:

**Question 126:** Yes

Comment:

**Question 127:** No

Comment:

**Question 128:** Yes

Comment:

Comment (2):

**Question 129:** Yes

Comment:

**Question 130:** No

Comment:

**Question 131 (Y/N/O):** Yes

Comment:

**Question 132:** Yes

Comment:

Comment (2):

**Question 133:** Yes

Comment:

**Question 134:** Other

Comment: There should be a minimum period for the RTM unless landlord agrees

**Question 135 (YNO):** None

Question 135 (2):

Comment:

**Question 136:** No

Comment:

Comment (2):

**Question 137:** Yes

Comment:

**Question 138:** Yes

Comment:

**Question 139:** Yes

Comment: Subject to formal notification of the end of the RTM

**Question 140:** Yes

Comment:

**Question 141:** Yes

Comment:



**Question 142:** No

Comment:

**Question 143 (comment):** NA

**Question 144:** No

Comment: No

Comment (2):

Comment: Other

**Name:** Shula Rich / FPRA

**Organisation:** FPRA/Brighton Hove and District Leaseholders' Association

**If you want your responses to this consultation to be treated as confidential, please explain to us why you regard them as confidential:**

**Question 1:** Yes

Comment:

**Question 2:** Yes

Comment:

**Question 2(1) (Multiple choice – to acquire single-building RTMs or only to join multibuilding RTM on estates):** Not Answered

Comment 2(1):

**Question 3:** Yes

Comment:

**Question 4:** Yes

Comment (1):

Comment (2):

**Question 5:** Yes

Comment:

**Question 6:** Yes

Comment:

**Question 7:** Yes

Comment: Additional judicial discretion - this has been much discussed and it will be a pity to waive the precedents

**Question 8:** Yes

Comment: RTM refused due to a shared water pump. Only the threat of a tribunal got the adverse counter notice withdrawn.

**Question 9:** Yes

Comment: Agree with both. We have situations where one lessee on top of a shop wants RTM.

**Question 10: Yes**

Comment: This makes it harder for the freeholder to sabotage the claim by throwing in her leases

**Question 11: Yes**

Comment:

**Question 12: Yes**

[REDACTED]

**Question 13: No**

Comment: Disagree ( strongly)

Remark - This must then also apply to freeholders - why assume they are competent?

Additionally there is no such animal as a 'professional' managing agent. The writer created courses for NFOPP and pioneered education for managing agents. With a basic academic threshold, and a code of ethics the term is meaningless.

**Question 14: Yes**

Comment: Yes many times

**Question 15: Other**

Comment: this is not necessary. We have routinely obtained RTM for so called shared ownership. As these lessees pay all the service charges their name is on the oCR as the leaseholder they are therefore eligible to participate already

**Question 16: Yes**

Comment: yes - this restriction applies only to small blocks where the most disputes happen. Its a good idea to lift it

**Question 17: Yes**

Comment:

**Question 18: No**

Comment: No - management can be a burden

**Question 19: Yes**

Comment:

**Question 20: Yes**

Comment:

**Question 21:** Yes

Comment: we served two Claim notices

**Question 22:** Yes

Comment:

**Question 23:** Other

Comment: there should be no exclusions based on use as long as there are residential flats  
- mixed use developments can be designed to sabotage RTM

Comment (1):

**Question 24:** Yes

Comment:

**Question 25:** No

Comment: this is what they bought in to and the leases are designed to support each block with service charge contributions from the others

**Question 26:** Other

Comment: whole estates should claim RTM together

**Question 27:** Yes

Comment: there will be less paper work

**Question 28:** Yes

Comment:

**Question 29:** Yes

Comment:

**Question 30:** Other

Comment: this should not arise if whole estates only can claim RTM

**Question 31:** No

Comment: No they shouldn't ( does anyone remember 'passport to pimlico' ?)

**Question 32:** Other

Comment: no breakaway claims this interferes with the rights of other lessees on the estates

RTM is a democracy they have the mechanisms to work it out

**Question 33: Yes**

Comment:

**Question 34: No**

Comment: it should transfer otherwise car parks etc. will be built with one space reserved for renting out etc

**Question 35: Yes**

Comment: absolutely a share company is not appropriate

**Question 36: No**

Comment: no the RTM co should and can be the vehicle as its the most democratic set of M and A's in the absence of RTE's. If we resuscitate the RTE co then that should be the mechanism

**Question 37: No**

Comment: no because if a Claim is withdrawn it can be to re serve with amends - you would leave that co open to being replaced

**Question 38: No**

Comment: but we know its possible

**Question 39: Yes**

Comment: there are also companies which offer an RTM service for nothing and are paid by agents who obtain the management. Not a good system for leaseholders.

**Question 40: No - unless we are considering relaxing them for everyone !**

**Question 41: No**

Comment: the democratic nature of the M and As as well as Company Law make this possible anyway so no need to amend.

**Question 42: Yes**

Comment:

[REDACTED]

[REDACTED]

**Question 43:** Yes

Comment: yes and for freeholders. [REDACTED]

[REDACTED]

**Question 44:** Yes

Comment:

**Question 45:** Other

Comment: the regulatory standards apply to all property managers. It is a (criminal?) offence to manage property without being registered with an ombudsman so there is no need to require it. You may propose that a self managing RTM should also be registered. I would agree with this

**Question 46 (multiple options)**

**Option 1:** Option 1

**Option 2:** Option 2

**Option 3a:** Option 3a

**Option 3b:** Option 3b

**None:**

Comment: agreed in all cases - the RTM co should be subject to the same regulations as the managers if self managing

**Question 47:** No

Comment: No - they should not have to use an agent any more than a freeholder has to

Comment (1):

**Question 48:** No

Comment: There are none - appointment of a manager suffices in cases of mis management by the RTM co

**Question 49:** Yes

Comment:

**Question 50:** No

**Select percentage:**

Comment: the management costs are not related to litigation. They are minimal and never queried in my experience e.g. - D and O insurance.

**Question 51:** No

Comment: Notices of Invitation are an excellent part of the process and ensure all are properly informed. They help to regularise titles ant the Land Registry e.g. the oCR needs amending by the partner who has inherited. and to inform co lessees who might be left out.

**Question 52 (multiple choice – would the acquisition process be shorter and/or cheaper if notices inviting participation were abolished?):** Not Answered

Comment (1):

Comment (2) (estimate time/money saved):

**Question 53:** No

Comment: No - if it is to be included its at the Invitation stage

**Question 54:** Other

Comment: Leave the position as it is - the lapse of a claim is a useful way to re serve with amends

**Question 55:** Yes

Comment: yes ( thank you)

**Question 56**

**Tick option 1:**

**Tick option 2:**

**Tick option 3:**

Comment:

**Question 57:** No

Comment: No - this makes it harder. If the Freeholder does not attend to her post or has not been serving S 47 or 48 correct why give them a second chance ? The present provision saves costs and is just

**Question 58 (dropdown):**

Comment: no not needed or necessary. The procedure works well as it is. Any interference is a step backwards

**Question 59:** No

Comment: No - the Claim just needs to be served again. This is allowed for.

**Question 60:** No

Comment:

**Question 61:** No

Comment: No - it would increase litigation

**Question 62:** Yes

Comment: yes - there should be two signatures as a requirement under company law

**Question 63 (dropdown):**

Comment: by either but there need to be two signatures

**Question 64:** Other

Comment: they only need to serve it under the address given with S 47 and 48 of the LTA on their SC. bills. This is the equivalent of the rule in leases that notices are considered properly served if served at the address of the property. This is common across property law. Lessees are wise to serve it at other addresses but there is no compulsion.

**Question 65:** Yes

Comment:

**Question 66:** No

Comment: No - there is only one place for lessees to receive post under their leases - why pander to inefficient landlords who have not updated their address on notices ? This makes RTM more difficult

**Question 67 (1) (Y/N/O):** No

Comment: lessees would be wise to do this but they are only compelled to serve it at the LL's address for the service of notices

**Question 67 (2) (Y/N/O):** No

Comment: No - remarks - as above

**Question 68:** No

Comment: No - this is explanatory - there is no need to go into a new bill as procedures already exist

**Question 69:** No

Comment: No - this is explanatory - as above

**Question 70:** No



Comment: enfranchisement is taking something away - it is more serious. the LL has to make sure that the lessees have an address for the service of notices if its out dated that's their look out. Just the same as the lessee who receives letters under the lease at their flat but has no arrangement for forwarding. Under the Lease they will have 'received' it

**Question 71:** No

Comment: there is no reason to

**Question 72:** No

Comment: I think minimum should be 'maximum' we want to speed things up

**Question 73:** No

Comment: No - Claim Notice is wrong - they need to do it again

**Question 74:** Yes

Comment: yes - three months is often not appropriate - good idea

**Question 75:** Not Answered

Comment: yes - good idea - thank you! as long as the rules remain the same and these notices can only be served as specified under the present act

**Question 76:** Yes

Comment:

**Question 77:** No

Comment (1): no - imagine asking the chicken if it considers itself ready to be consumed ?

Comment (2):

Comment (3): no - there is already provision for information - this proposal is a step back. but a statutory notice in line with the present act is a good idea. Costs are down the lessees if reasonable

**Question 78 (dropdown):** 1. 28 days, with a possible extension in exceptional circumstances; or

Comment:

**Question 79:** Yes

Comment:

**Question 80 (1) (Y/N/O):** No

**Question 80 (2) (Y/N/O):**

Comment: - No - there is a slightly patronising tone to this query ( in order to understand ... )

They will have access at the LR if needed. They don't usually feel its needed.

**Question 81:** Other

Comment: You can't make it a regulation - its a management preference

**Question 82:** No

Comment: No- there is sufficient in the Act already. Lessees are charged for contractor notices - this just makes it more complicated and time consuming. It is only in the freeholders' interests to create more regulations.

**Question 83:** No experience - but clearly TUPE has to apply to the new RTM co if such a transfer of power is covered by TUP regs. If its not covered by TUPE regs then the lessees should be free to appoint their staff.

**Question 84:**

**Question 85:** Not Answered

Comment:

**Question 86:** Not Answered

Comment:

Comment (2):

**Question 87:** Not Answered

Comment:

**Question 88:** Not Answered

Comment:

**Question 89:** Not Answered

Comment:

**Question 90:** Not Answered

Comment:

**Question 91:** Not Answered

Comment:

**Question 92:** Not Answered

Comment:

**Question 93 (1) (Y/N/O):** Not Answered

Comment:

**Question 93 (2) (Y/N/O):** Not Answered

Comment:

**Question 94:** Not Answered

Comment:

**Question 95:** Not Answered

Comment:

Comment (2):

**Question 96:** Not Answered

Comment:

**Question 97:** Not Answered

Comment:

**Question 98:** Not Answered

Comment:

**Question 99:**

**Question 100:**

Comment:

**Question 101:** Not Answered

Comment:

**Question 102:** Not Answered

Comment:

**Question 103 (1) (Y/N/O):** Not Answered

Comment:

**Question 103 (2) (multiple choice):** Not Answered

Comment:

**Question 103 (3) (Y/N/O):** Not Answered

Comment:

**Question 103 (4):**

**Question 103 (5):**

**Question 104:**

**Question 105:** Not Answered

Comment:

**Question 106:** Not Answered

Comment:

**Question 107:** Not Answered

Comment:

**Question 108:** Not Answered

Comment:

**Question 109:**

**Question 110:** Not Answered

Comment (2):

**Question 111 (1) (Y/N/O):** Not Answered

Comment:

**Question 111 (2) (Y/N/O):** Not Answered

Comment:

**Question 112:**

**Question 113:** Yes

Comment:

**Question 114 (dropdown):** Capped costs

Comment: All landlords cost if reasonable should not necessarily be limited

**Question 115:** Fixed costs would lead to Landlords not being able to recover appropriate costs

**Question 116:** No

Comment: This appears unfair - head lease arrangements are often complex and require greater professional input and cost

**Question 117:** Yes

Comment:

**Question 118:** Other

Comment (2): All reasonable costs should be recoverable

**Question 119:** Yes

Comment:

**Question 120:** Yes

Comment:

**Question 121:** No

Comment:

**Question 122:** No

Comment:

**Question 123:** Yes

Comment:

**Question 124:** Yes

Comment:

**Question 125:** Yes

Comment:

**Question 126:** Yes

Comment:

**Question 127:** No

Comment:

**Question 128:** Yes

Comment:

Comment (2):

**Question 129:** Yes

Comment:

**Question 130:** No

Comment:

**Question 131 (Y/N/O):** Yes

Comment:

**Question 132:** Yes

Comment:

Comment (2):

**Question 133:** Yes

Comment:

**Question 134:** Other

Comment: There should be a minimum period for the RTM unless landlord agrees

**Question 135 (YNO):** None

Question 135 (2):

Comment:

**Question 136:** No

Comment:

Comment (2):

**Question 137:** Yes

Comment:

**Question 138:** Yes

Comment:

**Question 139:** Yes

Comment: Subject to formal notification of the end of the RTM

**Question 140:** Yes

Comment:

**Question 141:** Yes

Comment:

**Question 142:** No

Comment:

**Question 143 (comment):** NA

**Question 144:** No

Comment: No

Comment (2):

Comment: Other

**Name:** Paul Robertson (Midway)

**Organisation:** Midway

**If you want your responses to this consultation to be treated as confidential, please explain to us why you regard them as confidential:**

**Question 1:** Not Answered

Comment:

**Question 2:** Not Answered

Comment:

**Question 2(1) (Multiple choice – to acquire single-building RTMs or only to join multibuilding RTM on estates):** Not Answered

Comment 2(1):

**Question 3:** Not Answered

Comment:

**Question 4:** Not Answered

Comment (1):

Comment (2):

**Question 5:** Not Answered

Comment:

**Question 6:** Not Answered

Comment:

**Question 7:** Not Answered

Comment:

**Question 8:** Not Answered

Comment:

**Question 9:** Not Answered

Comment:

**Question 10:** Not Answered

Comment:



**Question 11:** Not Answered

Comment:

**Question 12:** Not Answered

Comment:

**Question 13:** Not Answered

Comment:

**Question 14:** Not Answered

Comment:

**Question 15:** Not Answered

Comment:

**Question 16:** Not Answered

Comment:

**Question 17:** Not Answered

Comment:

**Question 18:** Not Answered

Comment:

**Question 19:** Not Answered

Comment:

**Question 20:** Not Answered

Comment:

**Question 21:** Not Answered

Comment:

**Question 22:** Not Answered

Comment:

**Question 23:** Not Answered

Comment:

Comment (1):

**Question 24:** Not Answered

Comment:

**Question 25:** Not Answered

Comment:

**Question 26:** Not Answered

Comment:

**Question 27:** Not Answered

Comment:

**Question 28:** Not Answered

Comment:

**Question 29:** Not Answered

Comment:

**Question 30:** Not Answered

Comment:

**Question 31:** Not Answered

Comment:

**Question 32:** Not Answered

Comment:

**Question 33:** Not Answered

Comment:

**Question 34:** Not Answered

Comment:

**Question 35:** Not Answered

Comment:

**Question 36:** Not Answered

Comment:

**Question 37:** Not Answered

Comment:

**Question 38:** Not Answered

Comment:

**Question 39:** Not Answered

Comment:

**Question 40:**

**Question 41:** Not Answered

Comment:

**Question 42:** Not Answered

Comment:

**Question 43:** Not Answered

Comment:

**Question 44:** Not Answered

Comment:

**Question 45:** Not Answered

Comment:

**Question 46 (multiple options)**

**Option 1:**

**Option 2:**

**Option 3a:**

**Option 3b:**

**None:**

Comment:

**Question 47:** Not Answered

Comment:

Comment (1):

**Question 48:** Not Answered

Comment:

**Question 49:** Not Answered

Comment:

**Question 50:** Not Answered

**Select percentage:**

Comment:

**Question 51:** Not Answered

Comment:

**Question 52 (multiple choice – would the acquisition process be shorter and/or cheaper if notices inviting participation were abolished?):** Not Answered

Comment (1):

Comment (2) (estimate time/money saved):

**Question 53:** Not Answered

Comment:

**Question 54:** Not Answered

Comment:

**Question 55:** Not Answered

Comment:

**Question 56**

**Tick option 1:**

**Tick option 2:**

**Tick option 3:**

Comment:

**Question 57:** Not Answered

Comment:

**Question 58 (dropdown):**

Comment:

**Question 59:** Not Answered

Comment:

**Question 60:** Not Answered

Comment:

**Question 61:** Not Answered

Comment:

**Question 62:** Not Answered

Comment:

**Question 63 (dropdown):**

Comment:

**Question 64:** Not Answered

Comment:

**Question 65:** Not Answered

Comment:

**Question 66:** Not Answered

Comment:

**Question 67 (1) (Y/N/O):** Not Answered

Comment:

**Question 67 (2) (Y/N/O):** Not Answered

Comment:

**Question 68:** Not Answered

Comment:

**Question 69:** Not Answered

Comment:

**Question 70:** Not Answered

Comment:

**Question 71:** Not Answered

Comment:

**Question 72:** Not Answered

Comment:

**Question 73:** Not Answered

Comment:

**Question 74:** Not Answered

Comment:

**Question 75:** Not Answered

Comment:

**Question 76:** Not Answered

Comment:

**Question 77:** Not Answered

Comment (1):

Comment (2):

Comment (3):

**Question 78 (dropdown):**

Comment:

**Question 79:** Not Answered

Comment:

**Question 80 (1) (Y/N/O):**

**Question 80 (2) (Y/N/O):**

Comment:

**Question 81:** Not Answered

Comment:

**Question 82:** Not Answered

Comment:

**Question 83:**

**Question 84:**

**Question 85:** Not Answered

Comment:

**Question 86:** Not Answered

Comment:

Comment (2):

**Question 87:** Not Answered

Comment:

**Question 88:** Not Answered

Comment:

**Question 89:** Not Answered

Comment:

**Question 90:** Yes

Comment: My opinion is that it would be beneficial for the landlord to pass to the RTM company before acquisition of the RTM a copy of the insurance policy along with the claims history and the latest rebuild cost assessment (if one exists). It is common when quoting for the insurance for a newly formed RTM that they do not have access to this information and some landlords may resist providing the claims experience. Under the Insurance Act 2015 it would be reasonable to assume that obtaining a claims experience is a requirement of conducting a reasonable search in the disclosure process.

**Question 91:** Other

Comment: Certainly for the landlord to pass to the RTM a copy of the insurance policy along with the claims history and the latest rebuild cost assessment (if one exists) would make it easier for the RTM to obtain insurance. Of great concern in the consultation is that evidence exists that some RTM's have taken the opinion that the previous claims experience does not apply to them as they are new policyholders. I believe this is misguided as the question is normally directed at the location. An RTM company will be treated by the insurance industry as a non consumer and therefore the Insurance Act 2015 will apply. Failure for the RTM to conduct a reasonable search could result in one of two remedies by the insurer upon discovery. Either the insurer could treat the breach as deliberate and reckless in which case the insurer could void the policy and not pay a claim or alternatively they could apply a proportionate remedy. Either could be financially disastrous and considered a potential failure affecting lessees.

Alternatively the unavailability of a claims experience limits market choice as very few insurance brokers have the ability to navigate this challenge and obtain robust insurance from the market.

**Question 92: Other**

Comment: My opinion is that the insurance sector understands (maybe incorrectly) that an RTM company has inherited insurable interest by virtue of the fact that it has adopted the responsibilities of the landlord in respect of the insurance and this satisfies the doctrine. As such accepted good practice is that the RTM replaces the landlord as the policyholder. To deviate from this would be unhelpful as arguably the insurance market doesn't generally have appropriate products in place to respond to the alternative proposals in the consultation thus leaving lessees with increased insurance costs and potential gaps in cover. Of particular significance would be the application of terrorism insurance under the government backed Pool Reinsurance Ltd scheme (Pool Re). This follows the perils of the underlying policy so by splitting the cover then arguably the cover needs to be purchased twice.

A further conflict that may need to be considered is that some RTM companies have been formed where a tripartite lease exists (rightly or wrongly) to exercise the landlords choice of insurer. An example would be a lease that requires the RMC to effect insurance in the agency or insurer chosen by the landlord.

Normally where the original lease requires the policy to be effected in joint names then accepted practice is that the RTM replaces the landlord and the policy remains in the joint name(s) of the other parties.

Personally I see great advantage in expressing in law the insurable interest of the RTM as this gives certainty to the issue. However in my opinion;

If it is desirable to express in law the insurable interest of the RTM then consideration needs to be given to the consequences. It is normal insurance practice that if the landlord sells the freehold the insurer will cancel the policy immediately and in most cases (as written into the insurance contract) give an appropriate refund of premium. Sometimes, and often where there are ongoing claims the insurer will agree to assign the policy to the new landlord (subject to the new landlord being acceptable to the insurer). For this reason many insurers have adopted a similar policy when control passes to the RTM as they assume insurable interest has been lost by the landlord and the policy can no longer continue. That said in some cases it may be beneficial for the policy to remain in the landlords name, i.e. the landlord is able to insure a peril such as flood or subsidence at reasonable terms due to buying power. As such if in expressing in law the insurable interest of the RTM then it may not be desirable to do such at the exclusion (or perceived) exclusion of the continuing insurable interest of the landlord.

**Question 93 (1) (Y/N/O): Yes**

Comment: It would be prudent from an insurance perspective to consider that the RTM should inherit the obligation to reinstate (rebuild). The insurer would expect payment to be made to the policyholder unless a mandate to do otherwise has been put in place.

In insurance certain terms have different common meanings to elsewhere in law. Examples I have noticed in this consultation include "indemnity" and "reinstatement". It is not unusual for insurance policies for the buildings of blocks of flats to include a "reinstatement clause" being a clause that will normally state the insurer will rebuild as new but not more extensively or alternatively repair. The use of the term "indemnity" in insurance policies can imply a deduction for wear and tear, something that would not be desirable for buildings insurance.



It may be worth noting that some lenders request a first loss payee clause to be added to the policy. These mandate for an insurer to make payment to the lender (probably therefore breaching most leases if the lender doesn't use the insurance monies to reinstate). These are undesirable and maybe guidance is required to prevent RTM companies accepting such on their policies.

**Question 93 (2) (Y/N/O): Other**

Comment: Arguably the insurance market doesn't generally have appropriate products in place to respond to the proposals of split insurance or the ability to rate such in a fashion that would not significantly increase the cost to lessees. It might however be possible to take the principles from first loss payee clauses and work with the Association of British Insurers (ABI) to develop a standard clause to satisfy this. i.e. in the event of a claim over a certain amount the landlord becomes first loss payee. Technically this is not a complicated solution.

**Question 94: Other**

Comment: I have seen a number of cases where the RTM fails to enact insurance from acquisition and the landlord is left unsure when it is safe to cancel their policy. An agreed framework would be beneficial but I am unconvinced 21 days from the date of a request from the landlord is the appropriate solution. By comparison a lender would not release funds until it was satisfied that a property in which it had a financial interest was appropriately insured. As such I am unconvinced that it is reasonable for a landlord to have to wait 21 days to see sight of the insurance after they have cancelled their own policy. That said it may be reasonable and proportionate in future terms of the insurance as the risk of not continuing insurance far less.

Also it is worth being mindful that a contract of insurance comprises of several parts which need to be read as one. Therefore for a landlord to inspect the insurance contract they need sight of all the parts, the schedule, policy wording and either the statement of fact or proposal that also forms part of the contract.

**Question 95: Yes**

Comment: I have seen evidence of landlords keeping their policy in place following the RTM company taking acquisition. Where this is the case they continue to pay the same rate as they would if not for the existence of the RTM. They may be able to cancel the policy retrospectively on sight of the policy effected by the RTM, evidencing such to their insurer and obtaining a refund.

Some landlords may have cover in place (particularly those with portfolios) for inadvertent failure to insure. Typically these extensions will provide cover up to a defined limit if the premium is paid for the period during which cover was not in force. That said limits start from as little as £500,000 and this is an entirely unsatisfactory solution. These extensions are likely to only provide limited cover in respect of alternative accommodation and other desirable elements of cover for lessees.

Otherwise the landlord has to insure for full perils at the going market rate for such. The insurance market is ill equipped to provide only specific perils in a robust format. A large landlord with a portfolio is likely to have greater buying power and therefore able to obtain

perils such as flood or subsidence in high risk areas whereas an RTM may not have such buying power.

Failure to insure the location against perils such as flood or subsidence can result in lenders refusing to lend against flats in which case their market value will be adversely affected.

Comment (2):

**Question 96: Yes**

Comment: I believe that it is entirely reasonable that landlords should be able to apply to tribunal for determination that the RTM company has underinsured. This should include unsuitable cover providing that determination of such cover is reasonable and appropriately considered.

Personal experience is that RTM companies will be more inclined to prioritise price over cover. Possibly this is best illustrated by the take up of terrorism insurance by RTM companies. Our limited data suggests landlords are six times more likely to include terrorism insurance than an RTM company.

**Question 97: Other**

Comment: Part 1 of the question may be flawed in that the landlord may be unable to obtain cover for only the deficient part or an element of underinsurance.

Part 2 however appears entirely reasonable providing that such cover is reasonably available in the market and possibly only if the landlord can prove they can obtain such cover. As explored in the previous answer the landlord may be able to use their buying power to obtain perils which the RTM company is unable to procure. A such any such determination would need to be appropriately and expertly reached.

**Question 98: Other**

Comment: The consultation has already recognised the content of the RICS service charge management code which is of significant merit. Additionally most insurers will offer a waiver of average if valuations are conducted with a certain timescale. Normally every three years by a RICS valuer (or other such period or type of valuer the insurer approves). As such there is merit to the proposal.

It is worth noting that some insurance policies are average free and at the smaller end may have blanket sums insured. As such to prescribe a rebuild cost assessment every three or five years as the RICS code suggests may be disproportionate at the smaller locations whilst of greater merit in locations that may be subject to greater variance. An example might be a location undergoing gentrification whereby kitchens and bathrooms which are treated as part of the buildings sum insured have been significantly upgraded.

**Question 99:** Traditional rebuild costs assessments require a process of manual measurement and the cost of a site visit determines the pricing. A scale of charges from one of the market leaders follows on the basis of a single valuation with site visit.

Number of flats

Fee plus VAT

Up to 5	£365
6 to 20	£400
21 to 75	£20 per flat
76 to 100	£17.50 per flat
101 to 150	£12.50 per flat
151 to 350	£10.50 per flat
351 and above	Please enquire

It is worth noting that freeholders may be able to obtain this cheaper where they are valuing an entire portfolio, particularly where locations are closely located and travel costs reduced.

It is also worth noting that recently firms have emerged offering to provide an assessment without a site visit by using available public data. The cost of these can start typically from £85.

Also worthy of note is that some RICS firms are now offering a desktop review based on their original measurements and confirmation of influencing factors from their client after three years.

**Question 100:**

Comment:

**Question 101:** Not Answered

Comment:

**Question 102:** Not Answered

Comment:

**Question 103 (1) (Y/N/O):** Not Answered

Comment:

**Question 103 (2) (multiple choice):** Not Answered

Comment:

**Question 103 (3) (Y/N/O):** Not Answered

Comment:

**Question 103 (4):**

**Question 103 (5):**

**Question 104:**

**Question 105:** Not Answered

Comment:

**Question 106:** Not Answered

Comment:

**Question 107:** Not Answered

Comment:

**Question 108:** Not Answered

Comment:

**Question 109:**

**Question 110:** Not Answered

Comment (2):

**Question 111 (1) (Y/N/O):** Not Answered

Comment:

**Question 111 (2) (Y/N/O):** Not Answered

Comment:

**Question 112:**

**Question 113:** Not Answered

Comment:

**Question 114 (dropdown):**

Comment:

**Question 115:**

**Question 116:** Not Answered

Comment:

**Question 117:** Not Answered

Comment:

**Question 118:** Not Answered

Comment (2):

**Question 119:** Not Answered

Comment:

**Question 120:** Not Answered

Comment:

**Question 121:** Not Answered

Comment:

**Question 122:** Not Answered

Comment:

**Question 123:** Not Answered

Comment:

**Question 124:** Not Answered

Comment:

**Question 125:** Not Answered

Comment:

**Question 126:** Not Answered

Comment:

**Question 127:** Not Answered

Comment:

**Question 128:** Not Answered

Comment:

Comment (2):

**Question 129:** Not Answered

Comment:

**Question 130:** Not Answered

Comment:

**Question 131 (Y/N/O):** Not Answered

Comment:

**Question 132:** Not Answered

Comment:

Comment (2):

**Question 133:** Not Answered

Comment:

**Question 134:** Not Answered

Comment:

**Question 135 (YNO):** Not Answered

Question 135 (2):

Comment:

**Question 136:** Not Answered

Comment:

Comment (2):

**Question 137:** Not Answered

Comment:

**Question 138:** Not Answered

Comment:

**Question 139:** Not Answered

Comment:

**Question 140:** Not Answered

Comment:

**Question 141:** Not Answered

Comment:

**Question 142:** Not Answered

Comment:

**Question 143 (comment):**

**Question 144:** Not Answered

Comment: Not Answered

Comment (2):

Comment: Not Answered