

Bromford Housing Association Limited
INITIAL DEMOLITION NOTICE
HOUSING ACT 1985 as amended by the Housing Act 2004
NOTICE PURSUANT TO SCHEDULE 5A
(The “Notice”)

Leaholme Court
The Avenue
Cirencester
Gloucestershire
GL7 1EG

Dear customer,

Bromford Housing Association Limited (“the Landlord”) hereby gives notice of its intention to demolish apartment numbers 1A to 40A inclusive, Block A, Leaholme Court, Cirencester, GL7 1EG and 1B to 6B inclusive, Block B, Leaholme Court, Cirencester, GL7 1EQ (“the relevant premises”). This is to allow for the building of new homes as part of Bromford’s Regeneration Programme. The demolition of the relevant premises is required to secure the comprehensive redevelopment of Leaholme Court. The reason for the demolition is due to the homes design and construction being inefficient and difficult to improve.

It is the Landlords intention that the demolition of the relevant premises will be carried out within the period 14th November 2017 and 4th October 2024. This Notice will remain in force up to and including 4th October 2024 unless revoked or otherwise terminated under or by virtue of paragraph 3 and 3A of Schedule 5A of the Housing Act 1985.

Whilst the notice remains in force, the Landlord will not be under any obligation to make a freehold transfer or lease under Section 138(1) of the Housing Act 1985 in respect of any claim to exercise the right to buy in respect of any dwelling-house that is contained in the relevant premises.

This Notice does not prevent the making of a claim under the right to buy or the taking of any steps under this part in connection with any such claim up to the point where section 138(1) would otherwise operate in relation to the claim or the operation of that provision in most circumstances where the notice ceases to be in force but if the Landlord subsequently serves a final demolition notice in respect of the relevant premises, the right to buy will not arise in respect of it while that notice is in force and any existing claim will cease to be effective.

There may be a right to compensation under Section 138C of the Housing Act 1985 in respect of certain expenditure incurred in respect of any existing claim to right to buy. Details of the right to compensation and how this may be exercised are set out in the attached notes (if applicable).

The operative date of this notice is 4th October 2017, which is the date a copy of this notice was served on the tenants and occupiers of the properties at Block A and Block B Leaholme Court, Cirencester.

Signed



Nick Cummins
Executive Director
For and on behalf of Bromford Housing Association Ltd
Exchange Court, Brabourne Avenue
Wolverhampton Business Park
Wolverhampton, WV10 6AU

Dated 4th October 2017

You may obtain further information about this Notice from:

Claire Thomas
Regeneration Manager
Bromford Housing Association Ltd
Exchange Court, Brabourne Avenue
Wolverhampton Business Park
Wolverhampton, WV10 6AU
Tel: 01989 730493
Email: Claire.Thomas@bromford.co.uk

Notes

1. The Landlord may serve a Final Demolition Notice at any time during the period that this Notice is in force.
2. Compensation under section 138C is compensation in respect of expenditure reasonably incurred by the Tenant before the date of this Notice in respect of legal and other fees and other professional costs and expenses payable in connection with the exercise by the Tenant of the right to buy. Any claim for compensation must be supported by receipts or other documents showing that the Tenant incurred the expenditure in question and must be served on the Landlord in writing within three months of the date of this Notice.
3. The Landlord can apply to the Secretary of State for an extension of the period that this Notice is in force.
4. A Public Notice confirming the demolition of the Building has been placed in a local newspaper and on Bromford's website.