

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

Cross Tree Crescent
Kempsford
Fairford
Glos
GL7 4EX

Dear customer

Bromford Housing Association Limited (“the Landlord”) hereby gives you formal notice pursuant to Schedule 5A to the Act of its intention to demolish house numbers 1 to 14 inclusive, Cross Tree Crescent, Kempsford, Fairford, Glos GL7 4EX and flat numbers 1 to 12 inclusive Oakley Flats, Kempsford, Fairford, Glos GL7 4HH (“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 re-development of Cross Tree Crescent and Oakley Flats. The reason for the demolition is due to the home’s construction being non-traditional and within close proximity to other similar properties that enables Bromford to undertake regeneration of the wider area.

It is the Landlord’s intention that the demolition of the relevant premises will be carried out within the period 4th June 2018 and 3rd April 2025. This Notice will remain in force up to and including 3rd April 2025 unless revoked or otherwise terminated under or by virtue of paragraph 3 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 pursuant to paragraph 13 of Schedule 5 to the Act in respect of the

relevant premises, the right to buy will not arise whilst that final demolition 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 legal and other fees and other professional costs and expenses incurred in respect of any existing claim to right to buy.

We will reimburse your costs and expenses as described above if within 3 months of the Operative Date you write to us at 1 Cirencester Office Park, Tetbury Road, Cirencester, Gloucestershire, GL7 6JJ marking your letter for the attention of James Trotter claiming an amount of compensation and enclosing receipts or other documents showing that you have incurred the expenditure in question.

The operative date of this notice is 4th April 2018, which is the date a copy of this notice was served on the tenants and occupiers of the properties at Cross Tree Crescent and Oakley Flats, Kempford.

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 April 2018

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. The Landlord can apply to the Secretary of State for an extension of the period that this Notice is in force.
3. A Public Notice confirming the demolition of the Building has been placed in a local newspaper and on Bromford's website.