

20/05/2021

Dear Resident

## Re: Section 20 Notice of Intention – Pankhurst Avenue – May 2021

Thank you to all residents of Pankhurst Avenue who took time to contact us in regards to the Section 20 Notice of Intention that we issued to residents on 31 March 2021.

Residents at Pankhurst Avenue raised some very specific questions regarding the situation in your building, and we thought you would find it helpful if we addressed these issues separately from the ones raised by other residents. You will also receive a full response to the questions asked across the Group once this is ready.

As you will be aware, the works process has already begun at Pankhurst Avenue. This is because we are aware of the building's potential EWS1 rating, and have begun planning to remediate that.

It is important to note that we remain committed to seeking to avoid passing costs on to leaseholders where possible. We have begun this Section 20 process as part of a legal process which we must follow. It allows us to fully consult with you on the work being proposed, and give you the opportunity to give your input and feedback into the decisions that need to be made.

The start of this process does not mean that it is inevitable that costs will be passed on.

Many of you have asked whether we will be pursuing third parties for costs. If the ongoing investigation works find that a third party, such as a builder, were at fault, then we will pursue every legal avenue to ensure that costs are recouped from them, and not from residents. If we uncover any defective work, then residents should be assured that we will invite the relevant party back to Pankhurst Avenue to discuss remediation options with them. Similarly, if survey work uncovers Building Control approved work that would have failed Building Regulations at the time Pankhurst Avenue was built, we will actively seek recourse this way. Our solicitors are actively pursuing discussions with relevant third parties, and once there is some progress, we will keep you fully informed.

In addition, once we have a clearer view of the issues faced, our legal team will be examining the Building Defects Insurance Policy to see if there is any route to recourse this way. To pursue this, we will need to complete the FRA assessments first, so that we can present the insurer with the findings.

We cannot stress enough that we will do all we can to protect leaseholders from these costs by seeking to recover them from those responsible for any building defects or from the government if at all possible. Only once we have exhausted these options will we move forward to pass costs on.

As a charitable housing association, the way we are run and how we spend our money is regulated by the Government. What this means is that if we cannot find an alternative source of reimbursement for the costs of the remedial work then we have no choice but to seek to recover costs under the terms of your leases. This is because the way we spend our money is subject to strict rules and we are not permitted to write off these costs if there is an alternative option.

This is never our preferred way forward and we understand that this may be concerning for leaseholders. We hope that this will not be necessary, but it would be wrong not to be clear about the possibility at this stage.

We know that this is causing a great deal of uncertainty, and we will do everything we can during this process to ensure that information is well-communicated to you, and that you are clear about what is happening at Pankhurst Avenue.

Kind regards,

Pankhurst Avenue Building Safety Team