RIGHT TO ACQUIRE - OFFER NOTICE (REVISED)

RTA 4

January 2006

Notice of purchase price following a redetermination by the District Valuer

Housing (Right to Acquire) Regulations 1997

TO (NAME OF TENANTS FOR WHICH RIGHT TO ACQUIRE HAS BEEN ESTABLISHED)

ADDRESS FOR WHICH RIGHT TO ACQUIRE HAS BEEN ESTABLISHED

DESCRIPTION OF PROPERTY - TICK AS APPROPRIATE

Bungalow ☐ Flat ☐ Garage ☐

House ☐ Maisonette ☐ Garden/Land ☐

(as shown edged in red on plan (1))

FROM (NAME AND ADDRESS OF REGISTERED SOCIAL LANDLORD)

1. Purchase price

We are of the opinion that you are entitled to have:

a) The freehold of the dwelling conveyed to you

OR

b) The long leasehold of the dwelling granted to you (expiry date of lease_____) (Delete (a) or (b) as appropriate) at the purchase price of: £_____ and that the provisions which should be contained in the conveyance or lease are as attached.

2. Calculation

The price is the value at the relevant time, subject to the discount to which you are entitled.

The price has been arrived at as follows:-

a) The value at _____ is £ _____.

b) The discount to which you are entitled is £ _____

c) Your discount has been reduced by £ _____ because of a previous purchase.

d) The improvements which have been disregarded in pursuance of section 127 of the Housing Act 1985 are as follows:

3.A. Service Charges (dwellings other than flats)

The provisions to be contained in the convergance or grant (as attached/ of which a summary is attached*) enable us the Landlord to recover from you the Tenant service charges within the meaning of Section 621A of the Housing Act 1985.

*(Delete as appropriate)

Our estimate of the average payable amount (at current prices) which would be payable by you in respect of each head of charge during the reference period as follows:-

Services

Communal heating, lighting, cleaning	£
Caretaker	£
Maintenance of grounds	£
Repairs to building	£
Repairs to plant and machinery	£
Insurance - buildings	£
Insurance - plant and machinery	£
Management	£
Reserve	£
Other (specify)	£
Total of estimated amounts	£

The reference period adopted for the purposes of the estimates is five years from _____ being the date by which the Landlord consider that the conveyance will have been made or the lease granted.

3.B. Service Charges (flats)

The provisions to be contained in the grant (as attahed / of which a summary is attached*) enable us the Landlord to recover from you the Tenant service charges within the meaning of Section 621A of the Housing Act 1985.

*(Delete as appropriate)

Our estimate of the average annual amount (at current prices) which would be payable by you in respect of each head of charge (excluding repair) during the reference period is as follows:-

Services

Lift	£
Communal heating, lighting, cleaning	£
Caretaker	£
Maintenance of grounds	£
Insurance - buildings	£
Insurance - plant and machinery	£
Management	£
Reserve	£
Other (specify)	£
Total of estimated amounts	£

In respect of general repairs (including works for the making good of structural defects) we estimate the average annual amount (at current prices) which would be payable by you during the reference period to be £ _____.

In respect of the specific repair works listed below and which we anticipate will be carried out during the reference period we estimate the likely cost of the works (at current prices) and your contribution thereto to be as shown in the marked columns:

Work Description	Total Estmated Cost	Your Contribution
TOTALS	_____	_____

The reference period adopted for the purposes of the estimates is five years from _____ being the date by which we the Landlord consider that the lease will have been granted.

Paragraph 16B of schedule 6 to the Housing (Right to Acquire) Regulations 1997 imposes restrictions on the amounts we the Landlord can recover from you the Tenant in respect of the service charges for repairs.

4. Improvement Contributions (flats only)

The provisions to be contained in the grant (as attached / of which a summary is attached*) enable us the Landlord to recover from you the Tenant improvement contributions within the meaning of Section 187 of the Housing Act 1985 (as amended)

**(Delete as appropriate)*

In respect of the improvement works listed below and which we anticipate will be carried out during the reference period we estimate the likely cost of works (at current prices) and your contribution thereto to be as shown in the marked columns:

Work Description	Total Estimated Cost	Your Contribution
TOTALS	_____	_____

The reference period adopted for the purposes of the estimates is five years from _____ being the date by which we the Landlord consider that the lease will have been granted.

Paragraph 16C of schedule 6 to the Housing (Right to Acquire) Regulations 1997 imposes restrictions on the amounts we the Landlord can recover from you the Tenant in respect of improvement contributions.

5. Structural Defects

The following ia a list of the structural defects known to us the Landlord at the date of this Notice.

6. Rebuilding Costs

The cost of rebuilding the dwelling is £ _____.

7. Revaluations

Under section 128 of the Housing (Right to Acquire) Regulations 1997 you have the right to have the value at the relevant time determined or re-determined by the District Valuer by a Notice in writing served by you on the Landlord not later than THREE MONTHS after service of this notice except that:

a) If proceedings are then pending between you and the Landlord for detrmination of any other question arising undetr part V of the Housing (Right to Acquire) Regulations 1997 the Notice may be served at any time within threee months of the final determination of the proceedings and

b) If such proceedings are begun after a previous determination under Section 128 of the Housing (Right to Acquire) Regulations 1997 the Notice may be served within four weeks of the final determination of the proceedings and, whether or not such a Notice is served, the Landlord may at any time within those four weeks recquire the District Valuer to re-determine the dwelling house at the relevant time.

If Notice is served to have the value determined or re-determined by the District Valuer under this Section, you and your Landlord have four weeks from the date of the service of the Notice in which to make representations to him before he draws his conclusion.

8. Notice of Intention

Under Section 125D of the Housing (Right to Acquire) Regulations 1997 you are obliged to serve on us the Landlord a Notice **in writing within 12 weeks** from the service on you of a Notice stating the effect of a determination or re-determination by the District Valuer.

This Notice must state:

a) Whether you intend to pursue your claim to exercise the Right to Acquire or that you withdraw that claim.

9. Change of Tenant

By section 136 (2) of the Housing (Right to Acquire) Regulations 1997 if after the date that you receive this Notice a new tenant becomes a secure/assured tenant of the dwelling house under your secure / assured tenancy (otherwise than by way of exchange) or under a periodic tenancy arising at the end of a fixed term secure/assured tenancy then the new tenant must serve a Notice of Intention (as described in paragraph 8) within 12 weeks from his becoming a secured/assured tenant, or (if applicable) the date that we serve upon the new tenant Notice stating the effect of a determination or re-determination by the District Valuer if either you or the new tenant have exercised the right in paragraph 7.

10. Failure to Serve Notice of Intention

If you (or the new tenant) fail ton serve the Notice of Intention under Section 125D (as explained in paragraphs 8 and 9) within the time limits specified we may serve on you written Notice recquiring you to do so within 28 days and informing you (under Section 125E(4) of the Housing (Right to Acquire) Regulations 1997) that if you fail to comply within 28 days the Notice claiming to exercise the Right to Acquire shall be deemed to be withdrawn at the end of that 28 day period or such extended period that either

a) We may allow under Section 125E(2), or

b) As may be permitted under Section 125E(3) if the circumstances are such that it would not be reasonable to expect you to comply with the Notice within the original or extended period.

11. Prior Notice

By section 140(1) of the Housing (Right to Acquire) Regulations 1997 we your Landlord, are entitled to serve on you, the Tenant , a writen Notice requiring you:

a) If all relevant matters have been agreed or determined to complete the transaction within the period stated in the Notice, or

b) If any relevant matters are outstanding to serve on us , the Landlord within that period a written Notice to that effect.

The period stated in the Notice will not be less than 56 days.

12. Notice to Complete

By Section 141(1) of the Housing (Right to Acquire) Regulations 1997 if you, the Tenant, do not comply with a Prior Notice we, the Landlord, may serve on you a further written Notice:

a) Requiring you to complete the transaction within a period stated in the Notice, and

b) Informing you of the effect of Section 141(1) of the Housing (Right to Acquire) Regulations 1997.

The period stated in this further written Notice shall be such a period (not less than 56 days) as may be reasonable in the circumstances. Under Section 141(3) we, the Landlord, may extend or further extend the period set out in the Notice to Complete.

By section 141(4) of the Housing (Right to Acquire) Regulations 1997 if you do not comply with a Notice to Complete the Notice claiming to exercise the Right to Acquire shall be deemed to be withdrawn at the end of the period set out in the Notice to Complete or that period is extended by us , the Landlord.

NOTICE: Your attention is drawn to paragraphs 7 to 12 of this form

NAME OF AUTHORISED SIGNATORY

(Officer or Member of Staff authorised by RSL's Governing Body)

ON BEHALF OF (ENTER NAME OF RSL)

SIGNATURE

OFFICE HELD

DATE