



TO: THE SECURE TENANT(S) /OCCUPIER(S) OF RELEVANT PREMISES LISTED BELOW

INITIAL DEMOLITION NOTICE

NOTICE PURSUANT TO SECTION 138A AND SCHEDULE 5A

HOUSING ACT 1985 AS AMENDED BY THE HOUSING ACT 2004

Notice is hereby given to you that Newlon Housing Trust ("the Landlord") intends to demolish the following premises ("the relevant premises"), all of which are dwellinghouses or buildings containing dwelling-houses and form part of the Barnsbury Estate:

FLATS 1-20 ADRIAN HOUSE LONDON N1 0TY
FLATS 1-20 ALDRICK HOUSE LONDON N1 0UE
FLATS 1-20 AMORY HOUSE LONDON N1 0UD
FLATS 1-10 CHARLOTTE TERRACE LONDON N1 0TU
FLATS 1-25 CRISPE HOUSE LONDON N1 0UB
FLATS 1-23 EWEN HOUSE LONDON N1 0SH
FLATS 1-30 JOCELIN HOUSE LONDON N1 0SD
FLATS 1-14 KENWRICK HOUSE LONDON N1 0TW
FLATS 1-30 MAVOR HOUSE LONDON N1 0TX
FLATS 1-30 MESSITER HOUSE LONDON N1 0JL
FLATS 1-45 MOLTON HOUSE LONDON N1 0JJ
FLATS 1-14 REDMOND HOUSE LONDON N1 0TN
FLATS 1-23 RITSON HOUSE LONDON N1 0SJ
FLATS 1-14 THORPE HOUSE LONDON N1 0TP
FLATS 1-6 THURSTON HOUSE LONDON N1 0TZ
FLATS 1-14 VENN HOUSE LONDON N1 0TR

The Landlord is required by Schedule 5A of the Housing Act 1985 to provide you with the following information:

1. The Landlord intends to demolish the relevant premises. This is because the Landlord intends to regenerate the Barnsbury Estate upon which the relevant premises is situated and the planned regeneration is not possible without demolition of the relevant premises.
2. The Landlord intends to demolish the relevant premises by 11TH JUNE 2030, being no more than seven years after the date of service of this Initial Demolition Notice and being a reasonable period within which to carry out the proposed demolition.
3. This Initial Demolition Notice will cease to be in force on 11th JUNE 2030 unless it has already been revoked or otherwise terminated under the provisions of paragraph 3 or 3A of Schedule 5A to the Housing Act 1985.

TAKE FURTHER NOTICE that:

4. Whilst this Initial Demolition Notice is in force, the Landlord shall not be under any obligation to make such a grant as is mentioned in Section 138(1) of the Housing Act 1985 in respect of any claim made to exercise the right to buy in respect of any dwelling-house which forms part of the relevant premises.
5. Notwithstanding Paragraph 4 above, the service of this Initial Demolition Notice does not prevent:
 - i. the making of any claim to exercise the right to buy in respect of any dwellinghouses which forms part of the relevant premises; or
 - ii. the taking of such steps pursuant to Part V of the Housing Act 1985 in connection with any such claim in respect of any dwelling-house which forms part of the relevant premises up to the point where Section 138(1) would otherwise operate in relation to the claim; or
 - iii. the operation of Section 138(1) in most circumstances where this Initial Demolition Notice ceases to be in force.
6. However, if the Landlord subsequently serves a Final Demolition Notice pursuant to Schedule 5 of the Housing Act 1985 in respect of a dwelling-house which forms part of the relevant premises, the right to buy in respect of the dwelling-house will not arise whilst that Final Demolition Notice is in force and any existing claim in respect of the dwelling-house will cease to be effective.
7. If there is an existing right to buy claim in respect of a dwelling-house which forms part of the relevant premises at the date this Initial Demolition Notice comes into force, there may be a right to compensation in relation to certain expenditure under Section 138C of the Housing Act 1985. This is provided that within three months, beginning with the date when this Initial Demolition Notice comes into force, the Landlord must be served with a written notice claiming an amount of compensation under Section 138C(3). The claim must be accompanied by receipts or other documents showing expenditure incurred.
8. Compensation is in respect of expenditure reasonably incurred before this Initial Demolition Notice comes into force in respect of legal and other fees and other professional costs and expenses payable in connection with the exercise of the right to buy.
9. Any claim for compensation under Clause 7 of this Notice should be served upon Newlon within the period of [three/other] months beginning from the operative date set out in this Notice. Compensation under Section 138C is compensation in respect of expenditure reasonably incurred by the tenant before the operative date in respect of legal and other fees and other professional costs and expenses payable in connection with the Right to Buy claim.

The date on which this Initial Demolition Notice comes into force is 13 June 2023, this being the date on which a copy of this Initial Demolition Notice was served on the tenants and occupiers of the properties which form the relevant premises.

Dated: 13 JUNE 2023

Signed: ANGELA NEVIN
HEAD OF BARNSBURY ESTATE TRANSFORMATION
On behalf of Newlon Housing Trust

If you have any questions regarding this Initial Demolition Notice, please contact Best@newlon.org.uk