

INITIAL DEMOLITION NOTICE

Under Schedule 5A of the Housing Act 1985 as inserted by clause 182 of the Housing Act 2004 and amended by the Housing and Regeneration Act 2008

This notice is given by THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY (“The Council”) of its intention to demolish the following properties, including flats and where applicable garages and commercial properties (“the Relevant Premises”):

1 Finmere House to 45 Finmere House, Woodberry Down Estate, London, N4 2TY

1 Keynsham House to 35 Keynsham House, Woodberry Down Estate, London, N4 2TX

1 Kilpeck House to 35 Kilpeck House, Woodberry Down Estate, London, N4 2TT

1 Knaresborough House to 35 Knaresborough House, Woodberry Down Estate, London, N4 2TS

1 Leighfield House to 25 Leighfield House, Woodberry Down Estate, London, N4 2TR

1 Lonsdale House to 25 Lonsdale House, Woodberry Down Estate, London, N4 2TP

Reason for Demolition

The Council intends to demolish the Relevant Premises to allow for the building of new homes as part of the Council’s Estate Regeneration Programme.

Demolition Period

The Council will be serving an Initial Demolition Notice upon the secure tenants of the Relevant Premises. This notice will cease to be in force on 16 November 2030, unless

revoked or otherwise terminated by virtue of paragraph 3 of Schedule 5A of the Housing Act 1985.

Effect of the Initial Demolition Notice

During the period of validity of this notice, the Council 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 that is contained in the Relevant Premises.

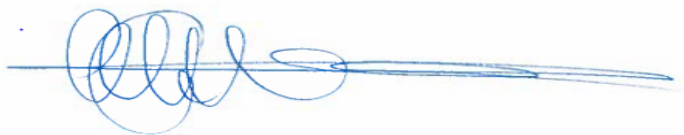
This notice does not prevent the making of a claim under the right to buy or the taking of any steps under this part in connection with any such claim up to the point where section 138(1) would otherwise operate in relation to the claim or the operation of that provision in most circumstances where the 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.

Right of Compensation

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

Dated: 17 November 2023

SIGNED By and on behalf of the Council

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Authorised signatory

Georgia Lazari

Team Leader (Places)

You may obtain further information about this notice from:

Woodberry Down Regeneration Team
Economy, Regeneration and New Homes
Climate, Homes and Economy Directorate
1 Hillman Street, E8 1BY

Email: woodberrydown.regenerationteam@hackney.gov.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 secure 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 secure tenant of the right to buy. Any claim for compensation must be supported by receipts or other documents showing that the secure 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 Council 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 Relevant Properties has been placed in a local newspaper and on the Council's website.