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SCHEDULE 3

Regulation 15

COMMONHOLD COMMUNITY STATEMENT

COMMONHOLD AND LEASEHOLD REFORM ACT 2002

COMMONHOLD COMMUNITY STATEMENT

OF

11

**This document is important.**  
**It creates legally binding rights and duties.**  
**It is recommended that anyone affected by it should take appropriate advice.**

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#### **SIGNATURE**

### **PART 1: INTRODUCTION**

#### **1.1 COMMONHOLD COMMUNITY STATEMENT**

1.1.1 This document is a commonhold community statement (“CCS”). It defines the commonhold units and the common parts. It also specifies the rights and duties of the unit-holders and the commonhold association, and the procedure to be followed to enforce them.

1.1.2 This CCS imposes obligations on a tenant of a commonhold unit and specifies the procedure to be followed by a tenant to enforce a duty imposed on the commonhold association, a unit-holder, or another tenant.

1.1.3 These rights and duties are in addition to any rights and duties that may exist under the general law.

1.1.4 The provisions of this CCS are subject to the Act and regulations made under it. In particular, regulations may provide that a CCS is to be treated as including specified provisions or as including provisions of a specified kind, for a specified purpose or about a specified matter.

1.1.5 A provision of this CCS has no effect to the extent that it is—

- (a) inconsistent with any provision made by or by virtue of the Act;
- (b) inconsistent with anything which is treated as included in this CCS by regulations;
- (c) inconsistent with the memorandum or articles of association; or
- (d) prohibited by regulations.

#### **1.2 THE COMMONHOLD AND COMMONHOLD ASSOCIATION**

1.2.1 The name of the commonhold is in paragraph 1 of Annex 1.

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1.2.2 The name and company number of the commonhold association are in paragraphs 2 and 3 of Annex 1.

### 1.3 STRUCTURE OF THIS DOCUMENT

1.3.1 This CCS is divided into numbered Parts and Annexes. Each of the Parts is divided into numbered Sections with numbered paragraphs. The Annexes are also divided into numbered paragraphs.

1.3.2 Part 1 contains general provisions. Annex 1 sets out the details of the commonhold and the commonhold association.

1.3.3 Part 2 and Annex 2 define the properties within the commonhold.

1.3.4 Part 3 and Annex 3 define the percentages allocated to each commonhold unit in respect of the commonhold assessment and any levy and the allocation of votes.

1.3.5 Part 4 and Annex 4 specify the rights and duties of the commonhold association and the unit-holders, the obligations imposed on tenants, and the procedures used for enforcement.

### 1.4 INTERPRETATION OF THIS DOCUMENT

1.4.1 In this CCS, references to a numbered Form are references to the Form so numbered in Schedule 4 to the Commonhold Regulations 2004. A requirement to use a numbered Form is satisfied by the use of a form to the same effect.

1.4.2 Unless otherwise stated, in the application of provisions in this CCS to a commonhold unit with joint unit-holders, a reference to a unit-holder is a reference to each joint unit-holder and to the joint unit-holders together.

1.4.3 Unless otherwise stated, in the application of provisions in this CCS, where two or more persons together hold a tenancy, a reference to a tenant is a reference to each tenant and to the tenants together.

1.4.4 Unless the contrary intention appears, words—

- (a) referring to one gender include any other gender;
- (b) in the singular include the plural; and
- (c) in the plural include the singular.

1.4.5 Unless the contrary intention appears, the following definitions apply:

“the Act” means Part 1 of the Commonhold and Leasehold Reform Act 2002 or any statutory modification or re-enactment of it for the time being in force;

“articles of association” means the articles of association of the commonhold association;

“common parts” means every part of the commonhold which is not for the time being a commonhold unit in accordance with this CCS (section 25(1) of the Act);

“commonhold assessment” means the income required to be raised from unit-holders to meet the expenses of the commonhold association (section 38 of the Act);

“commonhold association” means the commonhold association named in paragraph 2 of Annex 1;

“commonhold land” means the land that is registered at Land Registry as a freehold estate in commonhold land and described in paragraph 2 of Annex 2;

“commonhold unit” means a unit as defined in paragraphs 4 and 5 of Annex 2;

“commonhold unit information certificate” means a certificate stating the debts owed to the commonhold association in respect of the commonhold assessment or levy allocated to a commonhold unit and any interest added in respect of late payment;

“company number” means the number with which the commonhold association is registered under the Companies Act 1985;

“complaint notice” means a notice given in accordance with paragraph 4.11.5 or 4.11.27;

“default notice” means a notice given in accordance with paragraph 4.11.13;

“general meeting” means a meeting of the members of the commonhold association held in accordance with the articles of association of the commonhold association;

“levy” means an amount set by the directors of the commonhold association from time to time to be raised from unit-holders for contribution to a reserve fund (section 39 of the Act);

“limited use areas” means any part of the common parts that may only be used by authorised persons or in a manner consistent with the authorised use specified in paragraph 4 of Annex 4 (section 25(2) of the Act);

“local rules” means provisions, including information contained in the Annexes, inserted by the developer or the commonhold association, that are not prescribed by regulations;

“member” means a person whose name is entered as a member in the register of members of the commonhold association, but excludes any person who has ceased to be a unit-holder or joint unit-holder, or any person who has resigned as a member;

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“memorandum” means the memorandum of association of the commonhold association;

“ombudsman” means a person whose appointment has been approved in accordance with section 42 of the Act under an approved ombudsman scheme for commonhold;

“ordinary resolution” means a resolution passed by a simple majority of such members as (being entitled to do so) vote in person or, if proxies are allowed, by proxy, at a general meeting of the commonhold association of which notice specifying the intention to propose the resolution as an ordinary resolution has been given in accordance with the articles of association;

“prescribed rate” means the rate of interest specified by the commonhold association in paragraph 1 of Annex 4;

“regulations” means regulations made under the Act from time to time and for the time being in force;

“rent” means such monies as are defined as rent in the relevant tenancy agreement;

“reply notice” means a notice given in accordance with paragraph 4.11.6, 4.11.14 or 4.11.28;

“reserve fund” means a fund set up by the directors of the commonhold association to which unit-holders contribute to finance the repair and maintenance of the common parts or commonhold units (section 39 of the Act);

“reserve study” means an inspection of the common parts to advise the directors whether or not it is appropriate to establish or maintain a reserve fund;

“special resolution” means a resolution passed by a majority of not less than 75 per cent. of such members as (being entitled to do so) vote in person or, if proxies are allowed, by proxy, at a general meeting of the commonhold association of which notice specifying the intention to propose the resolution as a special resolution has been given in accordance with the articles of association;

“tenancy” means a term of years absolute in a commonhold unit or part only of a commonhold unit and includes “sub-tenancy”; and the term “tenant” should be interpreted accordingly;

“transfer” means a transfer of the freehold estate in a commonhold unit, whether or not for consideration, whether or not subject to any reservation or other terms, and whether or not by operation of law (section 15 of the Act);

“unanimous resolution” means a resolution passed by every member as (being entitled to do so) votes in person or, if proxies are allowed, by proxy, at a general meeting of the commonhold association of which notice specifying the intention to propose the resolution as a unanimous resolution has been given in accordance with the articles of association;

“unit-holder” means a person entitled to be registered at Land Registry as the proprietor of the freehold estate in a commonhold unit (whether or not he is registered).

## **PART 2: THE COMMONHOLD**

### **2.1 INTRODUCTION**

2.1.1 This Part of this CCS defines the extent and location of the properties within the commonhold and the rights that exist over the commonhold land.

### **2.2 PLANS**

2.2.1 A list of the plans incorporated in this CCS is set out in paragraph 1 of Annex 2.

### **2.3 COMMONHOLD LAND**

2.3.1 The location and extent of the commonhold land are described in paragraph 2 of Annex 2.

### **2.4 COMMONHOLD UNITS**

#### **Number of units in the commonhold**

2.4.1 The number of commonhold units in the commonhold is set out in paragraph 3 of Annex 2.

#### **Location and extent of commonhold units**

2.4.2 The commonhold units are defined in paragraphs 4 and 5 of Annex 2.

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**Rights for the benefit of commonhold units**

2.4.3 Details of rights existing for the benefit of each commonhold unit over other commonhold units or over the common parts are set out in paragraph 6 of Annex 2.

**Rights over commonhold units for the benefit of the common parts**

2.4.4 Details of rights existing for the benefit of the common parts over one or more commonhold units are set out in paragraph 7 of Annex 2.

**PART 3: COMMONHOLD ALLOCATIONS**

**3.1 INTRODUCTION**

3.1.1 This Part of this CCS defines the commonhold allocations.

**3.2 ALLOCATION OF COMMONHOLD ASSESSMENT**

3.2.1 The percentage allocated to each commonhold unit in respect of the commonhold assessment is specified in paragraph 1 of Annex 3.

**3.3 ALLOCATION OF RESERVE FUND LEVY**

3.3.1 The percentage allocated to each commonhold unit in respect of any levy to fund the repair and maintenance of the common parts or the commonhold units is specified in paragraph 2 of Annex 3.

**3.4 ALLOCATION OF VOTES**

3.4.1 The number of votes allocated to a member in respect of each commonhold unit is specified in paragraph 3 of Annex 3.

**PART 4: THE RULES OF THE COMMONHOLD**

**4.1 INTRODUCTION**

4.1.1 This Part of this CCS sets out the rules regulating the affairs of the commonhold community and how they may be enforced.

4.1.2 The rules are for the benefit of, and bind, all unit-holders and the commonhold association. Where stated, rules also bind tenants.

**4.2 FINANCIAL MATTERS**

**Commonhold Assessment—calculation and request for payment**

4.2.1 The directors of the commonhold association must make an annual estimate of the income required to be raised from unit-holders to meet the expenses of the commonhold association, and may from time to time make estimates of income required to be raised from unit-holders in addition to the annual estimate.

4.2.2 Subject to paragraph 4.2.5, when the directors of the commonhold association consider that income is required to be raised from unit-holders they must give a notice containing details of the proposed commonhold assessment to each unit-holder. Form 1 [Notice of proposed commonhold assessment] must be used.

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4.2.3 Within 1 month, beginning with the date on which the notice referred to in paragraph 4.2.2 is given, each unit-holder may make written representations to the commonhold association regarding the amount of the proposed commonhold assessment.

4.2.4 The directors must consider any representations made in accordance with paragraph 4.2.3 and must give a further notice to each unit-holder specifying the payments required to be made by that unit-holder and the date on which each payment is due. The notice must not specify a date for payment which is within 14 days, beginning with the date on which the notice is given. Form 2 [Request for payment of commonhold assessment] must be used.

**Emergency commonhold assessment—request for payment**

4.2.5 If the commonhold association requires income to meet its expenses in an emergency, then the directors of the commonhold association may give a notice to each unit-holder requiring payment of the commonhold assessment without seeking representations from unit-holders. Form 3 [Request for payment of emergency commonhold assessment] must be used.

**Reserve Fund—establishment, calculation and request for payment**

4.2.6 The directors of the commonhold association must consider whether to commission a reserve study by an appropriately qualified person in the first year in which the commonhold is registered.

4.2.7 The directors of the commonhold association must commission a reserve study by an appropriately qualified person at least once in every 10 years.

4.2.8 The directors of the commonhold association must consider the results of any reserve study to decide whether it is appropriate—

- (a) to establish a reserve fund;
- (b) to maintain any existing reserve fund; and

if it is appropriate to establish a reserve fund, or maintain an existing reserve fund, then the directors must do so.

4.2.9 The directors of the commonhold association must at appropriate intervals decide whether it is appropriate to establish one or more reserve funds or maintain any existing reserve fund; and, if they decide that it is appropriate to establish a reserve fund, or maintain an existing reserve fund, then the directors must do so.

4.2.10 The members may, by ordinary resolution, require the directors to establish a reserve fund.

4.2.11 If a reserve fund is established, then the directors of the commonhold association must set a levy from time to time; and in doing so must try to ensure that unnecessary reserves are not accumulated.

4.2.12 When the directors of the commonhold association set a levy they must give a notice containing details of the proposed levy to each unit-holder. Form 4 [Notice of proposed reserve fund levy] must be used.

4.2.13 Within 1 month, beginning with the date on which the notice referred to in paragraph 4.2.12 is given, each unit-holder may make written representations to the commonhold association regarding the amount of the levy.

4.2.14 The directors must consider any representations made in accordance with paragraph 4.2.13 and must give a further notice to each unit-holder specifying the payments required to be made by that unit-holder and the date on which each payment is due. The notice must not specify a date for payment which is within 14 days, beginning with the date on which the notice is given. Form 5 [Request for payment of reserve fund levy] must be used.

**Commonhold assessment and reserve fund—payment**

4.2.15 A unit-holder must pay to the commonhold association the amount that is allocated to his commonhold unit in accordance with a notice given under paragraphs 4.2.4, 4.2.5 or 4.2.14.

**Commonhold assessment and reserve fund—late payment**

4.2.16 If a payment required by paragraph 4.2.15 is not made by the date on which it is due, then the unit-holder must pay interest to the commonhold association at the prescribed rate for the period beginning with the date on which the payment is due and ending on the date on which the payment is made.

**Commonhold assessment and reserve fund—unit-holder's failure to pay**

4.2.17 In paragraphs 4.2.18 to 4.2.26—

- “tenant” means only an immediate tenant of the unit-holder who has failed to pay; and
- “diversion date” means the date on which a period of 14 days ends, beginning with the date on which the notice in paragraph 4.2.18 is given.

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**Diversion of rent from a tenant**

4.2.18 If a unit-holder has not paid all or part of any payment due to the commonhold association under paragraphs 4.2.15 or 4.2.16, then the commonhold association may give a notice requiring a tenant to divert to the commonhold association all or part of the rent payable to the unit-holder from time to time under the tenancy agreement until the commonhold association has recovered from the tenant an equivalent sum to the amount due from the unit-holder. Form 6 [Notice to tenant of diversion of rent] must be used and the commonhold association must also give a copy to the unit-holder.

4.2.19 The commonhold association must specify in the notice the payments that the tenant is required to make. In any single payment, the commonhold association must not require the tenant to pay more rent than is due under the tenancy agreement, to pay rent earlier than is due under the tenancy agreement, or to pay rent earlier than the diversion date.

4.2.20 A tenant who receives a notice under paragraph 4.2.18 must make the payments required by the notice.

4.2.21 Unless the commonhold association specifies a later date in the notice, the tenant must make the first payment on the next date, after the diversion date, that rent is required to be paid under the tenancy agreement.

4.2.22 The commonhold association must, within a period of 14 days, beginning with the date on which all the payments required in the notice have been made, notify the tenant and the unit-holder that the diversion of rent has ended.

**Diversion of rent from a tenant—no deduction**

4.2.23 A tenant may not rely on any non-statutory right of deduction, set-off or counterclaim that he has against the unit-holder to reduce the amount to be paid to the commonhold association.

**Diversion of rent from a tenant—discharge of liability**

4.2.24 A payment made in accordance with paragraph 4.2.20 will discharge, to the extent of the payment, the liability of—

- (a) the unit-holder for the amount he has failed to pay to the commonhold association; and
- (b) the tenant for the payment of rent owed to the unit-holder.

4.2.25 A unit-holder is deemed to have received and accepted rent, for the purposes of the tenancy agreement, in an amount equal to the payment made in accordance with paragraph 4.2.20, and may not forfeit the tenancy for the non-payment of rent deemed to have been paid, or bring proceedings for breach of any covenant or condition in the tenancy agreement for the non-payment of the rent deemed to have been paid.

**Diversion of rent from a tenant—late payment**

4.2.26 If a payment required by paragraph 4.2.20 is not made by the date on which it is due, then the tenant must pay interest to the commonhold association at the prescribed rate for the period beginning with the date on which the payment is due and ending on the date on which the payment is made.

**Commonhold assessment and reserve fund—tenant's failure to pay**

4.2.27 In paragraphs 4.2.28 to 4.2.37—

- “tenant” means only an immediate tenant of the unit-holder;
- “sub-tenant” means only the immediate tenant of the tenant who has failed to pay; and
- “diversion date” means the date on which a period of 14 days ends, beginning with the date on which the notice in paragraph 4.2.28 is given.

**Diversion of rent from a sub-tenant**

4.2.28 If a tenant has not paid all or part of any payment due to the commonhold association under paragraphs 4.2.20 or 4.2.26, then the commonhold association may give a notice requiring a sub-tenant to divert to the commonhold association all or part of the rent payable to the tenant from time to time under the sub-tenancy agreement until the commonhold association has recovered from the sub-tenant an equivalent sum to the amount due from the tenant. Form 7 [Notice to sub-tenant of diversion of rent] must be used and the commonhold association must also give copies to the unit-holder and the tenant.

4.2.29 The commonhold association must specify in the notice the payments that the sub-tenant is required to make and, in any single payment, the commonhold association must not require the sub-tenant to pay more rent than is due under the sub-tenancy agreement, to pay rent earlier than is due under the sub-tenancy agreement, or to pay rent earlier than the diversion date.

4.2.30 A sub-tenant who receives a notice under paragraph 4.2.28 must make the payments required by the notice.



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4.2.31 Unless the commonhold association specifies a later date in the notice, the sub-tenant must make the first payment on the next date, after the diversion date, that rent is required to be paid under the sub-tenancy agreement.

4.2.32 The commonhold association must, within a period of 14 days, beginning with the date on which all the payments required in the notice have been made, notify the sub-tenant, the tenant and the unit-holder that the diversion of rent has ended.

**Diversion of rent from a sub-tenant—no deduction**

4.2.33 A sub-tenant may not rely on any non-statutory right of deduction, set off, or counterclaim that he has against the tenant to reduce the amount to be paid to the commonhold association.

**Diversion of rent from a sub-tenant—discharge of liability**

4.2.34 A payment made in accordance with paragraph 4.2.30 will discharge, to the extent of the payment, the liability of—

- (a) the unit-holder for the amount he has failed to pay to the commonhold association;
- (b) the tenant for the payment owed to the commonhold association in accordance with paragraph 4.2.20;
- (c) the tenant for the payment of rent owed to the unit-holder; and
- (d) the sub-tenant for the payment of rent owed to the tenant.

4.2.35 A unit-holder is deemed to have received and accepted rent, for the purposes of the tenancy agreement, in an amount equal to the payment made in accordance with paragraph 4.2.30, and may not forfeit the tenancy for the non-payment of rent deemed to have been paid, or bring proceedings for breach of any covenant or condition in the tenancy agreement for the non-payment of the rent deemed to have been paid.

4.2.36 A tenant is deemed to have received and accepted rent, for the purposes of the sub-tenancy agreement, in an amount equal to the payment made in accordance with paragraph 4.2.30, and may not forfeit the sub-tenancy for the non-payment of rent deemed to have been paid, or bring proceedings for breach of any covenant or condition in the sub-tenancy agreement for the non-payment of the rent deemed to have been paid.

**Diversion of rent from a sub-tenant—late payment**

4.2.37 If a payment required by paragraph 4.2.30 is not made by the date on which it is due, then the sub-tenant must pay interest to the commonhold association at the prescribed rate for the period beginning with the date on which the payment is due and ending on the date on which the payment is made.

**Commonhold assessment and reserve fund—sub-tenant's failure to pay**

4.2.38 If the sub-tenant fails to pay in accordance with paragraph 4.2.30, then paragraphs 4.2.28 to 4.2.37 may be applied with necessary modifications as against the immediate tenant of that sub-tenant and so on. The terms “tenant” and “sub-tenant” must be interpreted accordingly.

**Reimbursement of tenant**

4.2.39 If a tenant has suffered any loss as a result of a payment being made to the commonhold association in accordance with paragraph 4.2.20 or 4.2.30, then he may give a notice requiring the unit-holder to reimburse him for that loss.

4.2.40 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.2.39 is given, the unit-holder must reimburse the tenant for the loss suffered.

**Commonhold association's right to request details of tenancy**

4.2.41 If a commonhold unit is let under a tenancy agreement, then the commonhold association may give a notice to one or all of the parties to the tenancy agreement requesting details of the length of the tenancy and the rent payable. Part A of Form 8 [Notice requesting further details about a tenancy] must be used.

4.2.42 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.2.41 is given, the recipient must give a notice to the commonhold association providing the details requested. Part B of Form 8 [Notice requesting further details about a tenancy] must be used.

**4.3 USE**

4.3.1 A unit-holder or tenant must not use a commonhold unit other than in accordance with its permitted use as specified in paragraph 2 of Annex 4.

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4.3.2 A unit-holder or tenant must not use the common parts other than in accordance with their permitted use as specified in paragraphs 3 or 4 of Annex 4, or other than in accordance with the rights specified in paragraph 6 of Annex 2.

#### **4.4 INSURANCE**

4.4.1 The commonhold association must insure the common parts to their full rebuilding and reinstatement costs against loss or damage by fire and such other risks as are specified in paragraph 5 of Annex 4.

4.4.2 The commonhold association must use the proceeds of any insurance taken out in accordance with paragraph 4.4.1 for the purpose of rebuilding or reinstating the common parts.

4.4.3 The commonhold association must keep details of common parts insurance and evidence of payment of the most recent premium at its registered office or such other place as the directors think fit.

4.4.4 A unit-holder may, on reasonable notice and at a reasonable time and place, inspect the common parts insurance policy taken out by the commonhold association and may also, upon payment of the commonhold association's reasonable charges, require the commonhold association to provide a copy of the insurance policy.

4.4.5 If a request is made by a unit-holder to provide a copy of the common parts insurance policy, the commonhold association must provide the copy to the unit-holder as soon as reasonably practicable upon payment of the charge.

4.4.6 The duties imposed by this CCS in respect of the insurance of the commonhold units are specified in paragraph 6 of Annex 4.

#### **4.5 REPAIR AND MAINTENANCE**

4.5.1 The commonhold association must repair and maintain the common parts. This includes decorating them and putting them into sound condition.

4.5.2 The duties imposed by this CCS in respect of the repair and maintenance of the commonhold units are specified in paragraph 7 of Annex 4.

#### **4.6 ALTERATION OF THE COMMON PARTS**

4.6.1 The commonhold association must not make any alterations to the common parts or cause or permit the common parts to be altered unless the proposed alteration is approved by ordinary resolution.

#### **4.7 DEALINGS WITH THE LAND**

##### **Transfer of a commonhold unit—commonhold unit information certificate**

4.7.1 A unit-holder may give a notice requiring the commonhold association to provide a commonhold unit information certificate in respect of his commonhold unit.

4.7.2 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.7.1 is given, the commonhold association must provide a commonhold unit information certificate to the unit-holder and for the purposes of Section 4.9, a commonhold unit information certificate is a notice. Form 9 [Commonhold unit information certificate] must be used.

##### **Transfer of a commonhold unit—new unit-holder's liability**

4.7.3 Subject to paragraph 4.7.4, following a transfer of a commonhold unit, the commonhold association may give a notice requiring the new unit-holder to pay to the commonhold association the debts owed under paragraphs 4.2.15 and 4.2.16 by any former unit-holder in respect of that commonhold unit.

4.7.4 When the commonhold association has provided a commonhold unit information certificate the new unit-holder cannot be required to pay more than the amount specified in that certificate for the period up to and including the date of the certificate.

4.7.5 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.7.3 is given, the new unit-holder must pay to the commonhold association the sum required by the notice.

4.7.6 If a payment required by paragraph 4.7.5 is not made by the date on which it is due, then the new unit-holder must pay interest to the commonhold association at the prescribed rate for the period beginning with the date on which the payment is due and ending on the date on which the payment is made.

4.7.7 When payment is made in accordance with paragraph 4.7.5 the commonhold association's right to enforce the payment of the sum paid against the former unit-holder is deemed to have been assigned to the new unit-holder.

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#### **Transfer of a commonhold unit—notification**

4.7.8 Subject to paragraph 4.7.9, when a person becomes entitled to be registered as the proprietor of a freehold estate in a commonhold unit, he must notify the commonhold association within 14 days, beginning with the date on which he is entitled to be registered. Form 10 [Notice of transfer of a commonhold unit] or 11 [Notice of transfer of part of a commonhold unit] must be used.

4.7.9 When a person becomes entitled to be registered as the proprietor of a freehold estate in a commonhold unit by operation of law, he must notify the commonhold association within 14 days, beginning with the date on which he becomes aware of his entitlement. Form 12 [Notice of vesting of a commonhold unit by operation of law] must be used.

#### **Application to add land**

4.7.10 The commonhold association may not apply to Land Registry to add land to a commonhold unless the application is approved by a unanimous resolution.

#### **Leasing—grant of a tenancy**

4.7.11 A unit-holder or tenant may not grant a tenancy in a residential commonhold unit—

- (a) for a premium;
- (b) for a term of more than 7 years, unless regulation 11(2) of the Commonhold Regulations 2004 applies;
- (c) under an option or agreement if—
  - (i) the person to take the new tenancy has an existing tenancy of the premises to be let;
  - (ii) the new term added to the existing term will be more than 7 years; and
  - (iii) the option or agreement was entered into before or at the same time as the existing tenancy;
- (d) containing an option or agreement to renew which confers on either party to the tenancy an option or agreement for renewal for a further term which, together with the original term, amounts to more than 7 years;
- (e) containing an option or agreement to extend the term beyond 7 years; or
- (f) containing a provision requiring a tenant to make payments to the commonhold association in discharge of payments which are due, in accordance with this CCS, to be made by the unit-holder.

4.7.12 Before granting a tenancy in a commonhold unit, a prospective landlord must give the prospective tenant—

- (a) a copy of this CCS, including such of the plans or parts of plans as are relevant to that commonhold unit; and
- (b) a notice informing him that he will be required to comply with the paragraphs in the CCS that impose duties on him if he takes the tenancy. Form 13 [Notice to a prospective tenant] must be used.

4.7.13 If a landlord has not complied with paragraph 4.7.12 and a tenant has suffered loss as a result of an obligation in this CCS being enforced against him, then the tenant may give a notice requiring the landlord to reimburse him for that loss, unless the obligation is reproduced in the tenancy agreement.

4.7.14 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.7.13 is given, the landlord must reimburse the tenant for the loss suffered.

#### **Leasing—notification of the grant of a tenancy**

4.7.15 Within 14 days, beginning with the date on which a tenancy is granted, the unit-holder or tenant who grants the tenancy must notify the commonhold association that the tenancy has been granted and must give a copy of any written tenancy agreement, or details of the terms of any oral tenancy, to the commonhold association. Form 14 [Notice of grant of a tenancy in a commonhold unit] must be used.

#### **Leasing—assignment of a tenancy**

4.7.16 Before assigning a tenancy in a commonhold unit a tenant must give the prospective assignee—

- (a) a copy of this CCS, including such of the plans or parts of plans as are relevant to that commonhold unit; and
- (b) a notice informing him that he will be required to comply with those paragraphs in the CCS that impose duties on him if he takes the assignment of the tenancy. Form 15 [Notice to a prospective assignee] must be used.

4.7.17 If a tenant has not complied with paragraph 4.7.16 and an assignee has suffered loss as a result of any obligation in this CCS being enforced against him, then the assignee may give a notice requiring the tenant to reimburse him for that loss, unless the obligation is reproduced in the tenancy agreement.

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4.7.18 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.7.17 is given, the tenant must reimburse the assignee for the loss suffered.

**Leasing—notification of the assignment of a tenancy**

4.7.19 Within 14 days, beginning with the date on which the tenancy is assigned, the new tenant must notify the commonhold association that the assignment has been completed. Form 16 [Notice of assignment of a tenancy in a commonhold unit] must be used.

**Leasing—tenant’s failure to comply with a duty**

4.7.20 If the commonhold association has suffered loss because a tenant of a commonhold unit has not complied with a duty in this CCS, and the duty is one which must be complied with by both a unit-holder and a tenant, the commonhold association may give a notice requiring the unit-holder to reimburse it for that loss.

4.7.21 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.7.20 is given, the unit-holder must reimburse the commonhold association for the loss.

**4.8 AMENDMENT OF THE COMMONHOLD COMMUNITY STATEMENT**

4.8.1 In the application of the provisions in paragraphs 4.8.5 to 4.8.9 to a commonhold unit with joint unit-holders, a reference to a unit-holder is a reference to the joint unit-holders together.

4.8.2 A paragraph in Parts 1 to 4 of this CCS cannot be amended unless it is a local rule.

4.8.3 Except where this CCS provides otherwise and subject to the Companies Act 1985, local rules cannot be amended unless the proposed amendment is approved by ordinary resolution.

4.8.4 The format for paragraphs 1 to 3 of Annex 1, paragraphs 1 to 7 of Annex 2, paragraphs 1 to 3 of Annex 3 and paragraphs 1 to 7 of Annex 4 to this CCS cannot be amended.

4.8.5 An amendment to the rights for, or over, a commonhold unit specified in paragraphs 6 or 7 of Annex 2 cannot be made unless the unit-holder and the registered proprietor of any charge over that commonhold unit have consented in writing to the proposed amendment before it is made.

4.8.6 An amendment to remove a reference to a unit-holder in the column headed “Authorised users” in paragraph 4 of Annex 4 cannot be made unless the unit-holder and the registered proprietor of any charge over his commonhold unit have consented in writing to the proposed amendment before it is made.

4.8.7 An amendment to the permitted use of a commonhold unit specified in paragraph 2 of Annex 4 cannot be made unless the proposed amendment is approved by special resolution and the unit-holder has consented in writing to the proposed amendment before it is made.

4.8.8 An amendment to this CCS which redefines the extent of a commonhold unit cannot be made unless the unit-holder and the registered proprietor of any charge over that commonhold unit have consented in writing to the proposed amendment before it is made.

4.8.9 An amendment to this CCS which specifies that land which forms part of a commonhold unit is to be added to the common parts cannot be made unless the unit-holder and the registered proprietor of any charge over that land have consented in writing to the proposed amendment before it is made.

4.8.10 This CCS cannot be amended to record a change in the boundaries of the commonhold, a commonhold unit or the common parts following a transfer unless any consent required under paragraphs 4.8.8 and 4.8.9 has been given and the approval of the members by special resolution has been given.

4.8.11 An amendment to the following provisions cannot be made unless the proposed amendment is approved by special resolution—

- (a) the percentage of the commonhold assessment or levy allocated to a commonhold unit in paragraphs 1 and 2 of Annex 3; and
- (b) the number of votes allocated to a member in paragraph 3 of Annex 3.

4.8.12 A unit-holder has the right not to have the percentage of the commonhold assessment or levy allocated to his, or any other, commonhold unit altered if the effect of the alteration, taking into account all the circumstances of the case, would be to allocate a significantly disproportionate percentage of the commonhold assessment or levy to his commonhold unit.

4.8.13 A unit-holder who is a member has the right not to have the number of votes allocated to him, or any other member, in respect of a commonhold unit altered if the effect of the alteration, taking into account all the circumstances of the case, would be to allocate a significantly disproportionate number of votes to him.

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4.8.14 The directors of the commonhold association may amend this CCS without any resolution of the members to include specified provisions, or provisions of a specified kind, for a specified purpose or about a specified matter required by the Act and regulations or to delete any provisions that are of no effect for the reasons set out in paragraph 1.1.5.

4.8.15 If this CCS has been amended, then the directors must apply, as soon as practicable, to Land Registry for the registration of the amended CCS.

4.8.16 Amendments to this CCS only take effect when the amended version is registered at Land Registry.

#### **4.9 NOTICES**

4.9.1 Any notice given by the commonhold association under this CCS must contain the name of the commonhold association, its company number, and an address for correspondence. If a notice does not specify an address for correspondence, it will be deemed to be the same address as the address of the registered office.

4.9.2 Any Form used in accordance with this CCS must be completed in full.

4.9.3 Within 14 days, beginning with the date on which a person becomes a unit-holder or tenant, he must give a notice to the commonhold association specifying a full postal address in the United Kingdom including postcode as his address for correspondence, unless notice of that address has already been given to the commonhold association under paragraphs 4.7.8, 4.7.9, 4.7.15 or 4.7.19.

4.9.4 A unit-holder or tenant may give a notice to the commonhold association specifying up to two more addresses for correspondence, which may be postal or electronic.

4.9.5 A unit-holder or tenant may give a notice to the commonhold association requesting that an address for correspondence held by the commonhold association is amended or removed, or requesting that an additional address for correspondence is to be held by the commonhold association, provided that the notice does not request the commonhold association to hold more than three addresses for the unit-holder or tenant at any time and that at least one of those addresses is, at all times, a full postal address in the United Kingdom including postcode.

4.9.6 When giving notice to a unit-holder or tenant, the commonhold association must give notice to each of the addresses for correspondence for that unit-holder or tenant held by the commonhold association in the register referred to in paragraph 4.10.1 or 4.10.2.

4.9.7 If a commonhold unit has joint unit-holders, then any notice to be given in accordance with this CCS must be addressed to all the joint unit-holders together.

4.9.8 Any notice to be given in accordance with this CCS must be in writing and given—

- (a) personally;
- (b) by leaving it at an address given as an address for correspondence;
- (c) by sending it by first class post in a prepaid envelope properly addressed to an address given as an address for correspondence; or
- (d) if an electronic address has been provided as an address for correspondence, by electronic communication to that address in accordance with any terms or conditions previously specified by the intended recipient.

4.9.9 Proof that an envelope containing a notice was properly addressed, prepaid and posted by first class post is conclusive evidence that it was given to a postal address. Electronic confirmation of receipt is conclusive evidence that a notice was given to an e-mail address.

4.9.10 A notice is deemed to have been given, unless proved otherwise—

- (a) on the day it was handed to the recipient or left at the address for correspondence;
- (b) on the second day after it was posted to the recipient; or
- (c) on the day after it was transmitted by electronic communication.

#### **4.10 COMMONHOLD REGISTERS AND DOCUMENTS**

4.10.1 The commonhold association must maintain a register of unit-holders and their commonhold units and, within 14 days of receiving notice from a unit-holder under—

- (a) paragraph 4.7.8, 4.7.9, 4.9.3 or 4.9.4, enter in the register the name and address for correspondence of the unit-holder; or
- (b) paragraph 4.9.5, amend the register in accordance with the notice if, as a result of the amendment proposed, the commonhold association will hold in the register in respect of the unit-holder at least one full postal address in the United Kingdom including postcode and no more than three addresses in total.

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4.10.2 The commonhold association must maintain a register of tenants and, within 14 days of receiving notice under—

- (a) paragraph 4.7.15, 4.7.19, 4.9.3 or 4.9.4, enter in the register—
  - (i) a description of the premises let;
  - (ii) the name and address of the tenant; and
  - (iii) the length of the tenancy; or
- (b) paragraph 4.9.5, amend the register in accordance with the notice, if as a result of the amendment proposed, the commonhold association will hold in the register in respect of the tenant at least one full postal address in the United Kingdom including postcode and no more than three addresses in total.

4.10.3 The commonhold association must keep up-to-date copies of the CCS and the memorandum and articles of association at the registered office of the commonhold association.

4.10.4 A unit-holder or tenant may, on reasonable notice and at a reasonable time and place, inspect the CCS or the memorandum and articles of association, and may also, on payment of the commonhold association's reasonable charges, require the commonhold association to provide a copy of such documents.

#### **4.11 DISPUTE RESOLUTION**

4.11.1 The dispute resolution procedure contained in the following paragraphs applies only to the enforcement of rights and duties that arise from this CCS or from a provision made by or by virtue of the Act. References to enforcing a right include enforcing the terms and conditions to which a right is subject.

##### **Procedure for enforcement by unit-holder or tenant against the commonhold association**

4.11.2 Subject to paragraph 4.11.3, a unit-holder or tenant must use the dispute resolution procedure contained in paragraphs 4.11.4 to 4.11.9 when seeking to enforce against the commonhold association a right or duty contained in this CCS or a provision made by or by virtue of the Act.

4.11.3 A unit-holder or tenant, when seeking to enforce against the commonhold association a duty to pay money or a right or duty in an emergency, may—

- (a) use the dispute resolution procedure contained in paragraphs 4.11.4 to 4.11.9;
- (b) if the commonhold association is a member of an approved ombudsman scheme, refer a dispute directly to the ombudsman; or
- (c) bring legal proceedings.

4.11.4 When seeking to enforce a right or duty a unit-holder or tenant (the "complainant") must first consider resolving the matter by—

- (a) negotiating directly with the commonhold association; or
- (b) using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings.

4.11.5 If the matter is not resolved in accordance with paragraph 4.11.4, then the complainant must, if he wishes to take further action to enforce the right or duty, give a complaint notice to the commonhold association. Form 17 [Complaint notice against commonhold association] must be used.

4.11.6 The commonhold association may respond to the complaint notice by giving a reply notice to the complainant. Form 18 [Reply to complaint notice against commonhold association] must be used.

4.11.7 Upon receipt of the reply notice or when 21 days have passed, beginning with the date on which the complaint notice is given, (whichever is earlier) the complainant must, if he wishes to take further action to enforce the right or duty, first reconsider whether the matter could be resolved—

- (a) by negotiating directly with the commonhold association; or
- (b) by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings.

4.11.8 If the matter is not resolved in accordance with paragraph 4.11.7 and the complainant wishes to take further action to enforce the right or duty, then he must, if the commonhold association is a member of an approved ombudsman scheme, refer the matter to the ombudsman.

4.11.9 If the commonhold association is a member of an approved ombudsman scheme, then legal proceedings may only be brought once the ombudsman has investigated and determined the matter and he has notified the parties of his decision. If the commonhold association is not a member of an approved ombudsman scheme, then legal proceedings may be brought upon completion of the dispute resolution procedure contained in paragraphs 4.11.4 to 4.11.7.

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**Procedure for enforcement by commonhold association against a unit-holder or tenant**

4.11.10 Subject to paragraph 4.11.11, the commonhold association must use the dispute resolution procedure contained in paragraphs 4.11.12 to 4.11.16 when seeking to enforce against a unit-holder or tenant a right or duty contained in this CCS or a provision made by or by virtue of the Act.

4.11.11 The commonhold association, when seeking to enforce against a unit-holder or tenant a duty to pay money or a right or duty in an emergency, may—

- (a) use the dispute resolution procedure contained in paragraphs 4.11.12 to 4.11.16;
- (b) if the commonhold association is a member of an approved ombudsman scheme, refer a dispute directly to the ombudsman; or
- (c) bring legal proceedings.

4.11.12 When seeking to enforce a right or duty the commonhold association must first consider—

- (a) resolving the matter by—
  - (i) negotiating directly with the unit-holder or tenant (the “alleged defaulter”); or
  - (ii) using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings; or
- (b) taking no action if it reasonably thinks that inaction is in the best interests of establishing or maintaining harmonious relationships between all the unit-holders, and that it will not cause any unit-holder (other than the alleged defaulter) significant loss or significant disadvantage.

4.11.13 If the matter is not resolved in accordance with paragraph 4.11.12, then the commonhold association must, if it wishes to take further action to enforce the right or duty, give a default notice to the alleged defaulter. Form 19 [Default notice] must be used.

4.11.14 The alleged defaulter may respond to the default notice by giving a reply notice to the commonhold association. Form 20 [Reply to default notice] must be used.

4.11.15 Upon receipt of the reply notice or when 21 days have passed, beginning with the date on which the default notice is given, (whichever is earlier) the commonhold association must, if it wishes to take further action to enforce the right or duty, first reconsider whether the matter could be resolved—

- (a) by negotiating directly with the alleged defaulter; or
- (b) by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings.

4.11.16 If the matter is not resolved in accordance with paragraph 4.11.15, then the commonhold association may either, if it is a member of an approved ombudsman scheme, refer the matter to the ombudsman, or, if it is satisfied that the interests of the commonhold require it, bring legal proceedings.

**Procedure for enforcement by unit-holder or tenant against another unit-holder or tenant**

4.11.17 Subject to paragraph 4.11.18, a unit-holder or tenant must use the dispute resolution procedure contained in paragraphs 4.11.19 to 4.11.30 when seeking to enforce against another unit-holder or tenant a right or duty contained in this CCS or a provision made by or by virtue of the Act.

4.11.18 A unit-holder or tenant, when seeking to enforce against another unit-holder or tenant a duty to pay money or a right or duty in an emergency, may—

- (a) use the dispute resolution procedure contained in paragraphs 4.11.19 to 4.11.30; or
- (b) bring legal proceedings.

4.11.19 When seeking to enforce a right or duty a unit-holder or tenant (the “complainant”) must first consider resolving the matter by—

- (a) negotiating directly with the other unit-holder or tenant (the “alleged defaulter”); or
- (b) using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings.

4.11.20 If the matter is not resolved in accordance with paragraph 4.11.19, then the complainant must, if he wishes to take further action to enforce the right or duty, give a notice to the commonhold association requesting that the commonhold association take action to enforce the right or duty against the alleged defaulter. Form 21 [Request for action] must be used.

4.11.21 The commonhold association must consider the notice referred to in paragraph 4.11.20 and decide whether to—

- (a) take action to enforce the right or duty against the alleged defaulter; and if it so decides, then to take action as soon as reasonably practicable using the dispute resolution procedure contained in paragraphs 4.11.12 to 4.11.16; or
- (b) take no action in accordance with paragraph 4.11.22; and if it so decides, then to decide whether, in accordance with paragraph 4.11.23, to allow the complainant to enforce the right or duty against the alleged defaulter directly.

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4.11.22 The commonhold association may decide to take no action in respect of the matters specified in the notice referred to in paragraph 4.11.20 if it reasonably thinks that inaction is in the best interests of establishing or maintaining harmonious relationships between all the unit-holders or tenants, and that it will not cause any unit-holder or tenant (other than the alleged defaulter) significant loss or significant disadvantage.

4.11.23 The commonhold association may refuse the complainant the right to take further action in relation to the matter specified in the notice referred to in paragraph 4.11.20, if the commonhold association reasonably thinks that the complaint—

- (a) does not amount to a breach of a right enjoyed by, or a duty owed to, the complainant; or
- (b) is vexatious, frivolous or trivial.

4.11.24 The commonhold association must, as soon as practicable after making a decision in accordance with paragraph 4.11.21, inform the complainant of outcome of its decision. Form 22 [Reply to request for action] must be used.

4.11.25 If the complainant wishes to challenge the decision made by the commonhold association under paragraph 4.11.21 he may use the dispute resolution procedure contained in paragraphs 4.11.4 to 4.11.9, save that for these purposes the time period mentioned in paragraph 4.11.7 is to be 7 days.

4.11.26 If the commonhold association fails to comply with paragraph 4.11.24 within 21 days, beginning with the date on which the notice referred to in paragraph 4.11.20 is given, the complainant may enforce the right or duty against the alleged defaulter directly, and if he does so, he must use the dispute resolution procedure in paragraphs 4.11.27 to 4.11.30.

4.11.27 If, by virtue of the notice referred to in paragraph 4.11.24, the complainant has the right to enforce the right or duty against the alleged defaulter directly then the complainant must, if he wishes to take further action to enforce the right or duty, give a complaint notice to the alleged defaulter. Form 23 [Complaint notice against unit-holder or tenant] must be used.

4.11.28 The alleged defaulter may respond to the complaint notice by giving a reply notice to the complainant. Form 24 [Reply to complaint notice against unit-holder or tenant] must be used.

4.11.29 Upon receipt of the reply notice or when 21 days have passed, beginning with the date on which the complaint notice is given, (whichever is earlier) the complainant must, if he wishes to take further action to enforce the right or duty, reconsider whether the matter could be resolved—

- (a) by negotiating directly with the alleged defaulter; or
- (b) by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings.

4.11.30 If the matter is not resolved in accordance with paragraph 4.11.29 the complainant may bring legal proceedings against the alleged defaulter in respect of the complaint specified in the notice given under paragraph 4.11.20.



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**ANNEX 1: IDENTITY OF THE COMMONHOLD AND THE COMMONHOLD ASSOCIATION**

**1. Name of the commonhold**

**2. Name of the commonhold association**

**3. Company number of the commonhold association**

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**ANNEX 2: DEFINITION OF THE PROPERTIES WITHIN THE COMMONHOLD**

**1. List of plans**

Plan Number	Plan reference number (if different)	Date of plan (if any)

**2. Description of the location and extent of commonhold land**

**3. Total number of commonhold units in the commonhold**

**4. Description of the location and extent of commonhold units**

Commonhold unit Number	Plan Number	Details of how the commonhold unit is shown on the plan	Property description

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**5. Further description of commonhold units**

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**6. Rights for commonhold units**

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**7. Rights over commonhold units**

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**ANNEX 3: COMMONHOLD ALLOCATIONS**

**1. Allocation of commonhold assessment**

Commonhold unit number	Percentage allocation (total 100%)

**2. Allocation of reserve fund levy**

Name of reserve fund	Commonhold unit number	Percentage allocation (total 100%)

**3. Allocation of votes**

Commonhold unit number	Number of votes allocated to member

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## ANNEX 4: LOCAL RULES

### 1. Prescribed rate of interest

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### 2. Permitted use of commonhold units

Commonhold unit number	Permitted use

### 3. Permitted use of common parts

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### 4. Limited use areas

Description of area	Plan number	Authorised users	Authorised use

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**5. Insurance of common parts – insured risks**

**6. Insurance of commonhold units – duties**

**7. Repair and maintenance of commonhold units – duties**

**SIGNATURE**

This is the commonhold community statement of [ ] commonhold signed in the form required by the Commonhold Regulations 2004.

[

]

Date

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## Notice of proposed commonhold assessment

You have one month beginning with the date on which this notice is given to make written representations to the commonhold association about the proposed commonhold assessment. Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

<b>FORM 1</b>	2004
To be completed by the commonhold association and sent to the unit-holder	

Name of commonhold	<input type="text"/>	
Name of unit-holder	<input type="text"/>	
Address of unit-holder	<input type="text"/>	
Unit number	<input type="text"/>	
Name and address of commonhold association	<input type="text" value="NAME"/>	<input type="text" value="ADDRESS"/>
Registered company number	<input type="text"/>	<input type="text"/>
Proposed assessment for the commonhold	(in figures) <input type="text"/>	
Percentage allocated to your unit	(in figures) <input type="text"/>	
Amount of the proposed assessment allocated to your unit	(in figures) <input type="text"/>	
	(in words) <input type="text"/>	
Details of the amounts and dates of payments you will be required to make <small>(use additional sheet if necessary)</small>	<input type="text"/>	
Details of how to make representations <small>(use additional sheet if necessary)</small>	<input type="text"/>	
Signed <small>(on behalf of the commonhold association)</small>	<input type="text"/>	Date <input type="text"/>
Name <small>(please print)</small>	<input type="text"/>	

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## Request for payment of commonhold assessment

<b>FORM 2</b>	2024
To be completed by the commonhold association and sent to the unit-holder	

**This is a request for payment.** Interest will be payable on any late payment. Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

Name of commonhold

Name of unit-holder

Address of unit-holder

Unit number

Name and address of commonhold association

NAME	ADDRESS
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Registered company number

Assessment for the commonhold (in figures)

Percentage allocated to your unit (in figures)

**Amount of the assessment allocated to your unit** (in figures)

(in words)

Details of the amounts and dates of payments you are required to make (use additional sheet if necessary)

Signed (on behalf of the commonhold association)

Date

Name (please print)



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## Request for payment of emergency commonhold assessment

**This is a request for payment.** Interest will be payable on any late payment. Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

<b>FORM 3</b>	2004
To be completed by the commonhold association and sent to the unit-holder	

Name of commonhold	<input type="text"/>	
Name of unit-holder	<input type="text"/>	
Address of unit-holder	<input type="text"/>	
Unit number	<input type="text"/>	
Name and address of commonhold association	<input type="text" value="NAME"/>	<input type="text" value="ADDRESS"/>
Registered company number	<input type="text"/>	
Emergency assessment for the commonhold	(in figures) <input type="text"/>	
Percentage allocated to your unit	(in figures) <input type="text"/>	
Amount of the emergency assessment allocated to your unit	(in figures) <input type="text"/>	
	(in words) <input type="text"/>	
You are required to pay the above sum to the commonhold association by	<input type="text" value="/ /"/> DD/MM/YY	
An emergency assessment is necessary for the following reasons (use additional sheet if necessary)	<input type="text"/>	
Signed (on behalf of the commonhold association)	<input type="text"/>	Date <input type="text"/>
Name (please print)	<input type="text"/>	

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## Notice of proposed reserve fund levy

<b>FORM 4</b>	2004
To be completed by the commonhold association and sent to the unit-holder	

You have one month beginning with the date on which this notice is given to make written representations to the commonhold association about the proposed reserve fund levy. Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

Name of commonhold	<input style="width: 100%;" type="text"/>	
Name of unit-holder	<input style="width: 100%;" type="text"/>	
Address of unit-holder	<input style="width: 100%;" type="text"/>	
Unit number	<input style="width: 50%;" type="text"/>	
Name and address of commonhold association	NAME <input style="width: 100%;" type="text"/>	ADDRESS <input style="width: 100%;" type="text"/>
Registered company number	<input style="width: 100%;" type="text"/>	
Proposed reserve fund levy for the commonhold	(in figures)	<input style="width: 100%;" type="text"/>
Percentage allocated to your unit	(in figures)	<input style="width: 100%;" type="text"/>
Amount of the proposed reserve fund levy allocated to your unit	(in figures)	<input style="width: 100%;" type="text"/>
	(in words)	<input style="width: 100%;" type="text"/>
Details of the amounts and dates of payments you will be required to make <small>(use additional sheet if necessary)</small>	<input style="width: 100%; height: 50px;" type="text"/>	
Details of how to make representations <small>(use additional sheet if necessary)</small>	<input style="width: 100%; height: 50px;" type="text"/>	
Signed <small>(on behalf of the commonhold association)</small>	<input style="width: 100%;" type="text"/>	Date <input style="width: 100%;" type="text"/>
Name <small>(please print)</small>	<input style="width: 100%;" type="text"/>	

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Request for payment of reserve fund levy

**FORM 5**

2004

**This is a request for payment.** Interest will be payable on any late payment. Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

To be completed by the commonhold association and sent to the unit-holder

Name of commonhold

Name of unit-holder

Address of unit-holder

Unit number

Name and address of commonhold association

NAME	ADDRESS
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Registered company number

Reserve fund levy for the commonhold (in figures)

Percentage allocated to your unit (in figures)

Amount of the reserve fund levy allocated to your unit (in figures)

(in words)

Details of the amounts and dates of payments you are required to make (use additional sheet if necessary)

Signed (on behalf of the commonhold association)

Date

Name (please print)

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Notice to tenant of diversion of rent

<b>FORM 6</b>	2004
To be completed by the commonhold association and sent to the tenant	

This notice requires you to pay all or part of your rent to the commonhold association instead of your landlord. Interest will be payable on any late payment. Please refer to the commonhold community statement for further details and, if necessary, get independent advice. A copy of this notice is being sent to your landlord.

Name of commonhold

Name of tenant

Address of tenant

Unit number

Name and address of commonhold association

NAME	ADDRESS
<input style="width: 95%; height: 24px;" type="text"/>	<input style="width: 95%; height: 24px;" type="text"/>

Registered company number

Name of landlord

The commonhold association is owed money by your landlord in respect of (tick as appropriate)

- commonhold assessment payments
- reserve fund levy payments
- interest outstanding

You are required to pay the rent payable under your tenancy agreement to the commonhold association, until you have paid the following sum

(in figures)

(in words)

Further details of payments, where applicable (use additional sheet if necessary)

Signed (on behalf of the commonhold association)  Date

Name (please print)

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Notice to sub-tenant of diversion of rent

**FORM 7**  
2004  
To be completed by the commonhold association and sent to the sub-tenant

This notice requires you to pay all or part of your rent to the commonhold association instead of your landlord. Interest will be payable on any late payment. Please refer to the commonhold community statement for further details and, if necessary, get independent advice. A copy of this notice is being sent to your landlord and the unit-holder.

Name of commonhold

Name of sub-tenant

Address of sub-tenant

Unit number

Name and address of commonhold association

NAME	ADDRESS
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Registered company number

Name of landlord

The commonhold association is owed money by your landlord in respect of (tick as appropriate)

diversion of rent payments

interest outstanding

You are required to pay the rent payable under your tenancy agreement to the commonhold association, until you have paid the following sum

(in figures)

(in words)

Further details of payments, where applicable (use additional sheet if necessary)

Signed (on behalf of the commonhold association)  Date

Name (please print)

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Notice requesting further details about a tenancy

Please provide the details specified below and return this form to the commonhold association. Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

<b>FORM 8</b>	2004
To be issued by the commonhold association and completed by the addressee	

### A. To be completed by the commonhold association

Name of commonhold	<input type="text"/>	
Name of addressee	<input type="text"/>	
Address of addressee	<input type="text"/>	
Details of tenancy (such as parties to the tenancy and the relevant premises)	<input type="text"/>	
Unit number	<input type="text"/>	
Name and address of commonhold association	<input type="text" value="NAME"/>	<input type="text" value="ADDRESS"/>
Registered company number	<input type="text"/>	<input type="text"/>
Signed (on behalf of the commonhold association)	<input type="text"/>	Date <input type="text"/>
Name (please print)	<input type="text"/>	

### B. To be completed by the addressee

Details of length of tenancy (state whether it is fixed/periodical tenancy and its length)	<input type="text"/>	
Details of rent payable (use additional sheet if necessary)	Where the rent payable is a fixed sum, please state the amount payable, the periods for which the rent is payable, the dates on which the rent is payable and, if applicable, the dates and terms on which the rent is subject to review. Where the rent is variable, please state the method of calculating the rent payable, the periods for which the rent is payable and the dates on which the rent is payable.	
	<input type="text"/>	
Signed	<input type="text"/>	Date <input type="text"/>
Name (please print)	<input type="text"/>	

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Commonhold unit information certificate

<b>FORM 9</b>	2004
To be completed by the commonhold association and sent to the unit-holder	

This certificate has been issued at the request of a unit-holder. It specifies the debts owed to the commonhold association at the date stated below for a particular commonhold unit in respect of the commonhold assessment, reserve fund levies and any interest for late payment. Once the unit has been transferred, the commonhold association may require the new unit-holder to pay these debts.

This certificate does not limit the liability of the person who is the unit-holder at the date of this certificate.

Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

Name of commonhold

Unit number

Address of commonhold unit

Name and address of commonhold association	NAME <input style="width: 100%;" type="text"/>	ADDRESS <input style="width: 100%;" type="text"/>
	Registered company number <input style="width: 50%;" type="text"/>	<input style="width: 100%;" type="text"/>

Amount outstanding

(in figures)

(in words)

This amount has been calculated as follows  
(use additional sheets if necessary)

Signed (on behalf of the commonhold association)  Date

Name (please print)

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Notice of transfer of a commonhold unit

<b>FORM 10</b>	2004
To be completed by the transferee and sent to the commonhold association	

This notice must be completed and sent to the commonhold association within 14 days of the date on which the transferee is entitled to be registered as owner of the unit at Land Registry.

A transferee who fails to do this may not be registered as a member of the commonhold association. As a result the transferee may not receive notice of proposals affecting unit-holders, be entitled to vote or have any say in decisions relating to the running of the commonhold. A transferee must give a postal address in the UK as an address for correspondence and may specify up to two further postal or electronic addresses for correspondence.

Please refer to the commonhold community statement for further details and, if necessary, get independent advice. The change of ownership must also be registered at Land Registry.

Name of commonhold	<input type="text"/>	
Name and address of commonhold association	<input type="text" value="NAME"/>	<input type="text" value="ADDRESS"/>
Date of transfer	<input type="text" value="/ /"/>	DD/MM/YY
Unit number	<input type="text"/>	
Name of transferor	<input type="text"/>	
Address of transferor	<input type="text"/>	
Name of transferee	<input type="text"/>	
Address of transferee for future correspondence (use additional sheet if necessary)	<input type="text"/>	
Signed	<input type="text"/>	Date <input type="text"/>
Name (please print)	<input type="text"/>	



**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Notice of transfer of part of a commonhold unit

<b>FORM 11</b>	2004
To be completed by the transferee and sent to the commonhold association	

This notice must be completed and sent to the commonhold association within 14 days of the date on which the transferee is entitled to be registered as owner of the unit at Land Registry.

A transferee who fails to do this may not be registered as a member of the commonhold association. As a result the transferee may not receive notice of proposals affecting unit-holders, be entitled to vote or have any say in decisions relating to the running of the commonhold. A transferee must give a postal address in the UK as an address for correspondence and may specify up to two further postal or electronic addresses for correspondence.

Please refer to the commonhold community statement for further details and, if necessary, get independent advice. The change of ownership must also be registered at Land Registry.

Name of commonhold	<input type="text"/>	
Name and address of commonhold association	<input type="text" value="NAME"/>	<input type="text" value="ADDRESS"/>
Date of transfer	<input type="text" value=" / /"/>	DD/MM/YY
Land indicated on the attached plan was transferred from unit number	<input type="text"/>	
The land transferred has become (tick and complete as appropriate)	<input type="checkbox"/> part of unit number <input type="text"/>	
	<input type="checkbox"/> a new commonhold unit	
Name of transferor	<input type="text"/>	
Address of transferor	<input type="text"/>	
Name of transferee	<input type="text"/>	
Address of transferee for future correspondence (use additional sheet if necessary)	<input type="text"/>	
Signed	<input type="text"/>	Date <input type="text"/>
Name (please print)	<input type="text"/>	

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Notice of vesting of a commonhold unit by operation of law

<b>FORM 12</b>	2004
To be completed by the new unit-holder and sent to the commonhold association	

This notice must be completed and sent to the commonhold association within 14 days of the date on which the new unit-holder becomes aware of his entitlement to be registered as owner of the unit at Land Registry.

A new unit-holder who fails to do this may not be registered as a member of the commonhold association. As a result the new unit-holder may not receive notice of proposals affecting unit-holders, be entitled to vote or have any say in decisions relating to the running of the commonhold. A new unit-holder must give a postal address in the UK as an address for correspondence and may specify up to two further postal or electronic addresses for correspondence.

Please refer to the commonhold community statement for further details and, if necessary, get independent advice. The change of ownership must also be registered at Land Registry.

Name of commonhold		
Name and address of commonhold association	NAME	ADDRESS
Date of vesting	/ /	DD/MM/YY
Unit number		
Name of new unit-holder		
Address of new unit-holder for future correspondence <small>(use additional sheet if necessary)</small>		
The unit was vested in the person named above as <small>(tick and complete as appropriate)</small>	<input type="checkbox"/> personal representative <input type="checkbox"/> liquidator <input type="checkbox"/> trustee in bankruptcy <input type="checkbox"/> other (please specify)	
Signed		Date
Name (please print)		

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Notice to a prospective tenant

<b>FORM 13</b>	2004
To be completed by the prospective landlord and sent to the prospective tenant	

Before granting a tenancy in a commonhold unit or part of a commonhold unit, a prospective landlord must give the following documents to the prospective tenant:

- a completed copy of this notice; and
- a copy of the commonhold community statement, including such of the plans or parts of plans as are relevant to the unit or part of the unit to be let.

This commonhold is managed by the commonhold association named below and is subject to a commonhold community statement. This statement is a legally binding document. It contains the rights and duties of the commonhold association and the unit-holders. Some of these duties bind tenants, irrespective of the terms of the tenancy agreement. If you fail to comply with any obligation imposed on you, it may be enforced against you. In addition, if you become a tenant of the premises named below, you must give the commonhold association an address for correspondence.

Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

Name of commonhold	<input type="text"/>	
Name of prospective tenant	<input type="text"/>	
Address of prospective tenant	<input type="text"/>	
Name of prospective landlord	<input type="text"/>	
Address of prospective landlord	<input type="text"/>	
Description of premises to be let <small>(use additional sheet if necessary)</small>	<input type="text"/>	
These premises form the <small>(tick and complete as appropriate)</small>	<input type="checkbox"/> whole	of unit number <input type="text"/>
	<input type="checkbox"/> part	
Name and address of commonhold association	<small>NAME</small> <input type="text"/>	<small>ADDRESS</small> <input type="text"/>
Signed	<input type="text"/>	Date <input type="text"/>
Name <small>(please print)</small>	<input type="text"/>	

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

### Notice of grant of a tenancy in a commonhold unit

<b>FORM 14</b>	2004
To be completed by the landlord and sent to the commonhold association	

This notice must be completed and sent to the commonhold association within 14 days of the date on which the tenancy is granted. If the landlord fails to do this, the commonhold association may bring proceedings to enforce the duty to give this notice and the landlord may be liable to pay costs and/or compensation.

Where the tenancy is a written tenancy agreement, the landlord must send a copy of the agreement to the commonhold association. Where the tenancy is an oral tenancy agreement, the landlord must provide the details specified below. Please refer to the commonhold community statement for further details and, if necessary, get independent advice. The tenancy may have to be registered at Land Registry.

Name of commonhold		
Name and address of commonhold association	NAME	ADDRESS
Date on which tenancy was granted	/ /	DD/MM/YY
The tenancy was granted in the <small>(tick and complete as appropriate)</small>	<input type="checkbox"/> whole	of unit number <span style="border: 1px solid black; width: 50px; height: 20px; display: inline-block;"></span>
	<input type="checkbox"/> part	
The tenancy was granted under <small>(tick as appropriate)</small>	<input type="checkbox"/> a written tenancy agreement <small>(copy attached)</small>	
	<input type="checkbox"/> an oral tenancy <small>(see below)</small>	
Name of tenant		
Address of tenant		
Name of landlord		
Address of landlord		
<b>If an oral tenancy, please provide the following details</b>		
Description of premises let		
Length of tenancy		Commencement date <span style="border: 1px solid black; width: 50px; height: 20px; display: inline-block;"></span>
Rent payable		
Other relevant terms <small>(use additional sheet if necessary)</small>		
Signed		Date <span style="border: 1px solid black; width: 50px; height: 20px; display: inline-block;"></span>
Name <small>(please print)</small>		

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Notice to a prospective assignee

<b>FORM 15</b> 2004
To be completed by the tenant and sent to the prospective assignee

Before assigning a tenancy of a commonhold unit or part of a commonhold unit, the current tenant must give the following documents to the prospective assignee:

- a completed copy of this notice; and
- a copy of the commonhold community statement, including such of the plans or parts of plans as are relevant to the unit or part of the unit to be let.

This commonhold is managed by the commonhold association named below and is subject to a commonhold community statement. This statement is a legally binding document. It contains the rights and duties of the commonhold association and the unit-holders. Some of these duties bind tenants, irrespective of the terms of the tenancy agreement. If you fail to comply with any obligation imposed on you, it may be enforced against you. In addition, if you become a tenant of the above premises named below, you must give the commonhold association an address for correspondence.

Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

Name of commonhold	<input type="text"/>	
Name of prospective assignee	<input type="text"/>	
Address of prospective assignee	<input type="text"/>	
Name of current tenant	<input type="text"/>	
Address of current tenant	<input type="text"/>	
Description of premises to be assigned (use additional sheet if necessary)	<input type="text"/>	
These premises form the (tick and complete as appropriate)	<input type="checkbox"/> whole	of unit number <input type="text"/>
	<input type="checkbox"/> part	
Name and address of commonhold association	<input type="text" value="NAME"/>	<input type="text" value="ADDRESS"/>
Signed	<input type="text"/>	Date <input type="text"/>
Name (please print)	<input type="text"/>	

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Notice of assignment of a tenancy in a commonhold unit

<b>FORM 16</b>	2004
To be completed by the new tenant and sent to the commonhold association	

This notice must be completed and sent to the commonhold association within 14 days of the date on which the tenancy is assigned. If the new tenant fails to do this, the commonhold association may bring proceedings to enforce the duty to give this notice and the new tenant may be liable to pay costs and/or compensation.

Please refer to the commonhold community statement for further details and, if necessary, get independent advice. The change of ownership may need to be registered at Land Registry.

Name of commonhold		
Name and address of commonhold association	NAME	ADDRESS
Date on which tenancy was assigned	/	/
	DD/MM/YY	
Unit number		
Name of previous tenant		
Address of previous tenant		
Name of new tenant		
Address of new tenant		
Description of premises assigned <small>(use additional sheet if necessary)</small>		
Length of tenancy		Commencement date
Rent payable		
Other relevant terms <small>(use additional sheet if necessary)</small>		
Signed		Date
Name <small>(please print)</small>		

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Complaint notice against commonhold association

<b>FORM 17</b>	2004
To be completed by the complainant and sent to the commonhold association	

Before giving this notice the complainant must consider whether the problem might be resolved by direct negotiation or by the use of arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings. Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

Name of commonhold	<input type="text"/>	
Name and address of commonhold association	<input type="text" value="NAME"/>	<input type="text" value="ADDRESS"/>
Name of complainant	<input type="text"/>	
Address of complainant	<input type="text"/>	
I am the (tick and complete as appropriate)	<input type="checkbox"/> unit-holder	of unit number <input type="text"/>
	<input type="checkbox"/> tenant	
Details of complaint (use additional sheet if necessary)	<input type="text"/>	
Action requested (use additional sheet if necessary)	<input type="text"/>	
I have (tick as appropriate)	<input type="checkbox"/>	considered trying to resolve this problem by direct negotiation or by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings, but I do not consider these methods to be appropriate
	<input type="checkbox"/>	tried to resolve this problem by direct negotiation or by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings, but without success
Signed	<input type="text"/>	Date <input type="text"/>
Name (please print)	<input type="text"/>	

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Reply to complaint notice against commonhold association

<b>FORM 18</b>	2004
To be completed by the commonhold association and sent to the complainant	

Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

Name of commonhold

Name of complainant

Address of complainant

Name and address of commonhold association	NAME	ADDRESS
Registered company number	<input style="width: 100%;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>

The commonhold association acknowledges receipt of your complaint notice dated  /  /  DD/MM/YY

The commonhold association (tick as appropriate)

requires further information before it is able to reach a conclusion on the matter

accepts the validity of your complaint

disputes your complaint

Further details (such as information required, action to be taken or reasons for disputing the complaint)

Is the association willing to try to resolve this problem by direct negotiation or by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings?

Yes  No

Signed (on behalf of the commonhold association)  Date

Name (please print)



**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Default notice

**FORM 19**

2004

Before giving this notice the commonhold association must consider whether the problem might be resolved by direct negotiation or by the use of arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings. Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

To be completed by the commonhold association and sent to the alleged defaulter

Name of commonhold

Name of alleged defaulter

Address of alleged defaulter

Name and address of commonhold association

NAME

ADDRESS

Registered company number

Details of complaint  
(use additional sheet if necessary)

Action requested  
(use additional sheet if necessary)

The association has  
(tick as appropriate)

considered trying to resolve this problem by direct negotiation or by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings but does not consider these methods to be appropriate

tried to resolve this problem by direct negotiation or by using arbitration, mediation, conciliation, or any other legal form of dispute resolution procedure involving a third party, other than legal proceedings, but without success

Signed (on behalf of the commonhold association)

Date

Name (please print)

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Reply to default notice

Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

<b>FORM 20</b>	2004
To be completed by alleged defaulter and sent to the commonhold association	

Name of commonhold

Name of alleged defaulter

Address of alleged defaulter

Name and address of commonhold association

NAME	ADDRESS
------	---------

I am the  unit-holder of unit number   
 (tick and complete as appropriate)  tenant

I acknowledge receipt of your default notice dated  DD/MM/YY

I (tick as appropriate)

require further information before I am able to reach a conclusion on the matter

accept the validity of your complaint

dispute your complaint

Further details (such as information required, action to be taken or reasons for disputing the complaint)

Are you willing to try to resolve this problem by direct negotiation or by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings?

Yes

No

Signed  Date

Name (please print)

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Request for action

<b>FORM 21</b>	2004
To be completed by the complainant and sent to the commonhold association	

Before giving this notice the complainant must consider whether the problem might be resolved by direct negotiation or by the use of arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings. Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

Name of commonhold

Name and address of commonhold association

NAME <input type="text"/>	ADDRESS <input type="text"/>
---------------------------	------------------------------

Name of complainant

Address of complainant

I am the (tick and complete as appropriate)

unit-holder of unit number

tenant

Name of alleged defaulter

Address of alleged defaulter

Details of complaint (use additional sheet if necessary)

I request that the commonhold association take action against the alleged defaulter.

I have (tick as appropriate)

considered trying to resolve this problem by direct negotiation or by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings, but I do not consider these methods to be appropriate

tried to resolve this problem by direct negotiation or by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings, but without success

Signed  Date

Name (please print)

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

### Reply to request for action

**FORM 22** 2004

To be completed by the commonhold association and sent to the complainant

Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

Name of commonhold

Name of complainant

Address of complainant

Name and address of commonhold association

NAME	ADDRESS
<input type="text"/>	<input type="text"/>

Registered company number

The commonhold association acknowledges receipt of your request for action dated  /  /  DD/MM/YY

- The commonhold association (tick as appropriate)
- requires further information before it is able to reach a conclusion on this matter
  - accepts the validity of your complaint and will serve a default notice on the alleged defaulter
  - will not serve a default notice on the alleged defaulter but allows you to enforce the right or duty against the alleged defaulter directly
  - will not serve a complaints notice on the alleged defaulter and refuses you the right to take further action in relation to this matter

Further details (such as information required, action to be taken or reasons for not becoming involved in the dispute or reasons for not allowing the complaint to be taken any further)

Is the association willing to try to resolve this problem by direct negotiation or by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings?  Yes  No

Signed (on behalf of the commonhold association)  Date

Name (please print)

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Complaint notice against unit-holder or tenant

**FORM 23** 2004  
To be completed by the complainant and sent to the alleged defaulter

Before giving this notice the complainant must consider whether the problem might be resolved by direct negotiation or by the use of arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings. You should refer to the commonhold community statement for further details and, if necessary, get independent advice.

Name of commonhold

Name of alleged defaulter

Address of alleged defaulter

Name of complainant

Address of complainant

I am the (tick and complete as appropriate)  unit-holder of unit number   tenant

Details of complaint (use additional sheet if necessary)

Action requested (use additional sheet if necessary)

I have (tick as appropriate)  considered trying to resolve this problem by direct negotiation or by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings, but I do not consider these methods to be appropriate  tried to resolve this problem by direct negotiation or by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings, but without success

Signed  Date

Name (please print)

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## Reply to complaint notice against unit-holder or tenant

<b>FORM 24</b>	2004
To be completed by alleged defaulter and sent to the complainant	

Please refer to the commonhold community statement for further details and, if necessary, get independent advice.

Name of commonhold

Name of complainant

Address of complainant

Name of alleged defaulter

Address of alleged defaulter

I am the (tick and complete as appropriate)  
 unit-holder of unit number   
 tenant

I acknowledge receipt of your complaint notice dated  / / DD/MM/YY

I (tick as appropriate)  
 require further information before I am able to reach a conclusion on the matter  
 accept the validity of your complaint  
 dispute your complaint

Further details (such as information required, action to be taken or reasons for disputing the complaint)

Are you willing to try to resolve this problem by direct negotiation or by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings?  
 Yes  
 No

Signed  Date

Name (please print)