



The Leasehold & Freehold Reform Bill Issues

As at 2019 there were 5,000,000 Leasehold titles registered in England and Wales and 260,000 are sold annually¹.

Analysis of the fees charged in 2019 indicates that as much as 98% of fees charged by Managing Agents and 95% as a whole would be considered unreasonable based on the amount of time required to deliver the service. This has increased from 90% in 2015.

62% of estate agents, the buffer between the consumer and the process, state that the Leasehold Sale information causes real issues in the house moving process with 34% branding it 'an absolute nightmare'. 89% of respondents in a 2019 CILEx survey indicated that it was sufficiently endemic to the industry and detrimental to the home moving transactions to warrant set fees.

The CMA Management Market Study, whilst a study of the property management which did not focus on the issues which arise at the point of sale of Leasehold dwellings, provided recommendations which this group seeks to build on, and where possible, deliver these remedies, and identify other issues and solutions deliverable through industry initiative and those which will need parliamentary time.

More recent moves by developers to create additional asset value through the creation of excessive fees for consents to alter a property and "fleecehold" houses, created purely for the generation of fees now that ground rents are a peppercorn on newbuilds, adds a new frustration to the shared amenity landscape.

In particular, the increase in the amount of services 'required' indicates a worrying cynicism by the industry to create additional revenue. A charge for a certificate of compliance is a charge to confirm that something required under the lease has been done and paid for, that something is the Deed of Covenant which is not required since legislation² confirmed that the terms of the lease, both positive and negative, could be enforced against both parties whether they were the original party to the lease or not including management companies.

Similarly, managing agents have started charging for a 'notice of discharge of charge'. Where does it stop? The consumer needs transparency and the legislation to be complied with.

The costs of the deeds of variations for leases with escalating ground rent unacceptable to the lending community, and to remove the repossession rights and right to grant a long lease in estate rentcharges, and premiums charged to deliver them, have created a revenue stream for Lease Administrators and Freehold administrators.

The following is a synopsis of the issues and the potential solutions.

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¹ Land Registry statistics 2015

² Landlord & Tenant (Covenants) Act 1995

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Recommendation

1. Update to the Commonhold and Leasehold Reform Act 2002 to:-
 - Update para 1 of Schedule 11 to include all administrative payments to Lease and Freehold Administrators by any party to be a reasonable fee and that these fees should not be in respect of duplicated activities where there are multiple Lease or Freehold Administrators.
 - Include a prescribed list of permitted leasehold and freehold administration fees [See appended list]
 - Include an obligation to provide the data within 10 days of receipt of payment
 - To require any Lease Administrator (including the Landlord) or Freehold Administrator providing a service to be a member of one of the 2 existing redress schemes
 - To grant jurisdiction to the property Chamber of the Tribunal to hear all cases not resolved by the Ombudsmen
2. Update Land Registration Rules to:-
 - remove the ability for the Landlord to register a Leasehold Restriction against the title to protect their contract terms; or
 - require that any restriction on the registration of a disposition can be lifted by a conveyancer evidencing that the terms of the clause which is the subject of the restriction have been complied with, save where they are void.
 - Extend the Property Alert service so that notice is automatically served upon the owner of a superior title upon an application for dealing being received to include a change in ownership or charge.
3. Update the Housing Act to void lease clauses in existing long leases which seek to create ground rents above the Housing Act levels. This brings ground rents back to a more reasonable amount, but sufficient to avoid absentee Landlords, without the need for compensation as the asset was acquired unlawfully due to derogation of the grant of a long lease which became an assured shorthold tenancy when the rent went above the prescribed levels.
4. Adjust the qualifying lease definition in the Leasehold and Freehold Reform Bill to take out the requirement that the lease has longer than 150 year term as the majority of mis-sold onerous leases had terms of less than 150 years to create revenue from lease extensions earlier.
5. Digitisation of Lease and Freehold Administrators held by HM Land Registry to create a Lease and Freehold Administrator's Register
6. Digitisation of the leasehold information held by HM Land Registry to provide accessible information to those considering buying a property.
7. Prescribe the documents to be collated and reviewed to identify the relevant Material Information required by current regulations.
8. Ban leasehold houses and enable conversion of managed freehold where there are shared amenities to Commonhold, to give control to the dwelling owners
9. Enabled conversion of estates to Commonhold to provide the unit holders with the right to control their own estates where the Local Authority does not have the resources to adopt and maintain estates.

10. Regulate all property agents to ensure that all agents are aware of the law and qualified to deliver a lawful service. Provide for the cost of enforcement by the regulator from the membership fee or fines rather than relying on the public resources for national authorities such as Trading Standards to enforce.

Definitions

Managed Freehold	A Managed Freehold is any freehold where there are shared amenities within the estate, the maintenance of which the owners pay for through an estate rentcharge, service charge, informal or formal contribution.
Freehold Administrator	Any Management Company, Estate Rentcharge Owner, Estate Manager, Managing Agent, or an individual or company authorised by them to administer the management or maintenance of the shared amenities.
Lease Administrator	Any Landlord or Management Company or an individual or company authorised by the Landlord or Management Company to administer the terms of a Lease.
Landlord	The person or company which owns and rents or leases the Property. This person may also own the freehold or may have a superior leasehold interest in the property themselves.
Management Company	A Management Company which holds the ownership of the shared amenities or is referred to in the Lease, or a Right to Manage Company created under the Commonhold & Leasehold Reform Act 2002, to provide services and administer the terms of the Lease either directly or through Managing Agents.

Scale of The Problem

Number of Leasehold Transactions annually³ is 260,000

	Percentage of Transactions which were Leasehold				
	2011	2012	2013	2014	2015
EAST	15	15	16	18	20
EAST MIDLANDS	7	7	7	8	9
GREATER LONDON	50	52	54	57	57
NORTH EAST	16	16	17	17	18
NORTH WEST	36	36	37	38	40
SOUTH EAST	20	19	21	24	26
SOUTH WEST	17	17	18	20	21
WALES	10	10	10	11	11
WEST MIDLANDS	13	13	13	15	16
YORKS & HUMBER	15	15	15	16	16
% of TOTAL TRANSFERS	22	22	23	25	26

³ Data source: HM Land Registry May 2016

- In 2011 22% of all transfers for value were Leasehold. That number had risen to 26% making up 260,000 transactions in 2015.
- 57% of transactions in Greater London are Leasehold and 40% in the North West.
- The trend in all regions were toward more Leasehold transactions
- Since the announcement of government plans to ban leasehold houses the creation of leasehold houses moved to the creation of estate rent charges and managed freehold estates.

Calendar year	⁴ Total number of newbuild freehold houses with estate rentcharges registered against them
2015	16,312
2016	19,475
2017	21,932
2018	28,101
2019	30,137

Percentage of 'unreasonable' Fees

One of the CA members is MyHomeMove, part of the Simplify Group, the largest conveyancing operation in the UK. They have provided an extract from their case management data for the period 2014 to 2017, 21,800 data records in all. This is a computer generated report of the data which was completed by their staff during the transactions and is used to generate the payment requests so is likely to be as accurate as it is possible to get.

Using data from Lease Administrators on the time taken to undertake the administrative work, we have created a schedule of reasonable fees based on an hourly rate of £100 and using the top end of the time taken to complete the administrative activities (according to the Lease Administrators⁵).

From this we have calculated the percentage of transactions over the reasonable fee.

	Administrative Time in Minutes	Reasonable Fee ⁶	Average Fee in 2017	% of all records over a reasonable fee in 2017	% managing agents over a reasonable fee in 2017
Notice of Assignment	15	£25	£95.49	94%	98%
Notice of Charge	15	£25	£84.34	94%	98%
Notice of Assignment & Charge	20	£35	£145.10	95%	98%
Deed of Covenant	45	£75	£131.97	78%	81%
Certificate of Compliance	30	£50	£123.62	88%	92%
Stock Transfer	30	£50	£76.43	72%	75%

It would be reasonable to suppose, therefore that at least 78% of leaseholders are being charged excessive fees. Based on 260,000 transactions a year that's 202,800 buyers. But add to that

⁴ Data source HM Land Registry Freedom of Information Request

⁵ CA Lease Administrator's Survey 2015

⁶ Spencer Wade –v- Orchidbase Ltd CAM/42UD/LAC/2014/0003 gives some indication of reasonableness.

the sellers who have to pay for the Leasehold Property Enquiries (LPE1) and you are looking at 405,000 consumers affected per year.

Transactional Delays

The MyHomeMove data shows that in 37% of cases it takes over 30 days for the Leasehold Information to be provided by the Leasehold Administrator after request. Whether that is due to inability to locate the right individual or down to the tardy response from the Lease Administrator this is impacting both on transactions times as well as the number of cases which fall through. Leasehold transactions fall through 4%⁷ more often than freehold on average.

Overall Aims

The overall aims are to:-

- reduce delays in the provision of information required in the conveyancing process
- enable the delivery of reasonable and proportionate administrative charges and in particular in respect of administrative charges not covered by the Commonhold and Leasehold Reform Act 2002
- create a level playing field across Managing Agents, Management Companies and Landlords
- provide information in a timely fashion to reduce the delays in the home moving process.

Identified Leasehold and Managed Freehold Sale Issues

1. Identification of the Lease and Freehold Administrator
2. Cost of administration:-
 - Information Pack (LPE1 or Freehold Management Enquiries (FME1))
 - Notice Fees
 - Deed of Covenant
 - Certificate of Compliance
 - Share Transfer
3. Duplication of Cost
 - LPE1 & FME1 information
 - Notice of Transfer and Charge
 - Certificate of compliance
4. Delays to the sales and registration process
 - Provision of the LPE1 & FME1 information
 - Deed of Covenant
 - Certificate of Compliance

Recommendations:

1. Identification of the Lease and Freehold Administrator

Significant delays are caused in identifying and locating the relevant party who administers the Lease or managed freehold. Lease and Freehold Administrators often complain that conveyancers leave requests for information to the last minute but investigation has shown this is due to the difficulties in tracking down the right person.

The issue arises as there is no registration or regulation required for the Lease and Freehold Administrator. In many cases there will be multiple parties involved in the collection of rent, service charges and insurance premiums and for the organisation of

⁷ Data provided by TwentyCi 2024

insurance and services as well as recipients of notice of assignment and requests for certificates of compliance and deed of covenants etc.

Tracking down the party responsible for providing the information necessary for the sale of a property can be difficult and time consuming, in some cases Landlords have been known to request a charge of as much as £100 simply for providing the details of their Solicitors.

This, coupled with the reticence on the part of conveyancers to pay the fees on behalf of their clients before a buyer is found as data may go out of date prior to sale, on average adds 4 weeks delay to the transaction.

With the Building Safety Act and regulations coming through, the Leaseholder Deed of Certificate and Landlord Certificate need to be registered with an authority as otherwise they, and the evidential documents required to accompany them, will be lost for future transactions. But, this data is needed to provide the Material Information at the point of advertisement in compliance with Consumer Protection regulations.

Recommendation

The government should work with delivery partners such as Land Registry to create a register of Lease and Freehold Administrators.

The Land Registry currently register the interest of Right To Manage Companies and the Freeholder on a voluntary basis, if the Right to Manage Companies apply for this entry to be made under rule 79A, Land Registration Rules 2003 (LRR 2003). There is no obligation to apply or to update this information if a new RTM company is appointed.

Primary legislation to mandate and extend this requirement to all Lease and Freehold Administrators would create new registers to register the Lease and Freehold Administrator. This will further the digitisation and improve the ease of doing business.

Making the collection of administration fees dependent upon the registration of the Administrator would support the process and ensure that the register was kept up to date. Land Registry point out that there may be issues such as where a company is dissolved, where problems of obtaining evidence of compliance would remain but these are unlikely to negate the overall improvement provided by such a scheme.

Property Logbook mandation for relevant buildings under the Building Safety Act requiring storage of the Landlord Certificate and Leaseholder Deed of Certificate for each property identified with a Unique Property Reference Number to ensure that the parent and child relationship is identified between the building and the flats in it and the information stored against them digitally.

2. Cost of administration

There is an imbalance of bargaining power between the Lease and Freehold Administrator and the dwelling owner. Save for as set out in the RICS Service Charge Code, which whilst admissible in court cannot be used to instigate a court action, there is no requirement for the publication of costs and no control over the extent of those costs, in relation to receipt of service of notice, deed of covenant, share transfer or certificate of compliance.

The existing legislation, which only operates in respect of supply of information and approvals⁸ is not working effectively for the Leaseholder.

There is no redress system available to existing or incoming leaseholders as:-

- A. there are no effective consumer rights, the Consumer Rights Act 2015 only applies to leases after October 2015. Even where they do apply, the contract is between the Landlord and the Lease Administrator and not the incoming leaseholder.
- B. the Ombudsmen have no jurisdiction over costs unless the complaint is in respect of a breach of an agreement for costs, yet there is no agreement for costs in place between a Lease and Freehold Administrator and dwelling owner as the contractual relationship is between the Lease and Freehold Administrator and the Lessor/Management Company.
- C. The Ombudsman process in respect of complaints against Managing Agents, which does not currently cover administration fees, can take 26 weeks. This is inappropriate within the constraints of a property sale timetable.
- D. the majority of Lease and Freehold Administrators do not fall under the requirement to be a member of a redress scheme as they are not Managing Agents⁹
- E. the First Tier Tribunal do not have jurisdiction over many of these costs due to the restrictions of the Commonhold and Leasehold Reform Act 2002 Schedule 11 wording which only covers the administrative costs for consents or the provision of information¹⁰ and not the costs involved in, for example, a Deed of Covenant, Certificate or Compliance or receipt of Notice of Assignment.
- F. Current membership standards such as ARMAQ and RICS Service Charges Code whilst admissible as best practice in Court cannot be used to instigate a court action. In both cases no action will be taken until the member's complaints procedure and the Ombudsman and First Tier Tribunal have heard the case – yet the cases are not covered by either of the latter.

3. Evidence as to reasonableness of costs

Surveys of Lease Administrators have been conducted. Whilst the number of respondents was relatively small (between 9 and 11 for each question) there were significant agreements in the time taken to administer the various activities.

Conveyancers were also surveyed with 141 respondents providing their opinion as to the typical charges applied for each administrative activity.

⁸ Para 1 Schedule 11 Commonhold & Leasehold Reform Act 2002

⁹ Part 6 Enterprise & Regulatory Reform Act 2013 s.84 defines that property management only relates to someone acting under instructions from someone else so would not include a Landlord or Management Company acting on their own accord.

¹⁰ Proxima –v- McGhee 2014 – FTT have no jurisdiction of the Administration Charge of registration of an underlease

Mehson –v- Pellegrino 2009 – FTT have no jurisdiction over the charges in connection with a deed of variation as this was more than the provision of a document described in para 1 (b) of Schedule 11 to the Commonhold & Leasehold Reform Act 2002

These were then compared to actual data exported from My Home Move's case management systems.

Activity	Lease and Freehold Administrator modal estimate of the time taken for each activity	Conveyancer modal opinion of typical charge applied by the Lease and Freehold Administrator	My Home Move actual data on the costs paid to the Lease and Freehold Administrator	My Home Move range of costs paid to the Lease and Freehold Administrator
Leasehold Sale Pack (LPE1)	30-60 minutes	£250	Data not available	Data not available
Leasehold Sale Pack (Conveyancer's ad hoc questionnaire)	30-60 minutes	£300	Data not available	Data not available
Notice of Assignment	10 minutes	£100	£60	£0.5 -945
Notice of Charge	10 minutes	£100	£60	£0.25 – 427.50
Combined Notice of Assignment & Charge	Data not available	Data not available	£120	£0.5 - 945
Deed of Covenant	30 minutes	£100	£120	£1.20 - 834
Certificate of Compliance	30 minutes	£100	£120	£7.20 - 600

We can see from the data that the perception from conveyancers is that typical charges are higher than the reality but this can be put down to the fact that although the modal number is lower the range of charges indicates that there are Lease Administrators charging significantly more. Many of these are the large corporate Lease Administrators so with a higher instance of transactions.

The lower ranges are due to ancient leases where the amount payable for the activities is contained in the lease and therefore binding upon the Lease Administrator unless they apply to the First Tier Tribunal. Many of these will be 10 shillings to one guinea in 999 year Victorian leases. A set fee would therefore also resolve the issues where the Lease Administrator is not paid a modern fee reasonable for the work required and could not charge one without application to the First Tier Tribunal in every case.

From the above data we can see that Lease Administrators are charging between £250 per hour and £360 per hour for administrative work but we also have evidence of outlying Lease and Freehold Administrators charging as much as £960 an hour.

To verify the work required in, say, receipt of notice of assignment we interviewed a Lease Administrator. They indicated that their process is as follows:-

- Notice received
- Lessor contacted to verify that there are no arrears of ground rent and no known breach of covenant
- Managing agent contacted to verify that there are no arrears of service charges and no known breach of covenant

- Records updated with the incoming lessee's details and if notice of charge serviced the details of the lender
- Notice receipted and returned.

It should be noted that the notice of assignment and charge is not contingent upon there being no arrears or breach of covenant and therefore these are activities undertaken on behalf of the Landlord and not the leaseholder. This is supported by the Lender instructions in the CML Handbook¹¹ which are that evidence of submission of notice (eg via recorded delivery) is sufficient.

It should also be noted that the registration of the details of the lender is the only extra work involved in a combined notice of assignment and charge and therefore cannot reasonably justify a duplication of the entire fee. Since the 31st December 2012 changes in the agreement with the Association of British Insurers there is no longer any need for the lender's interest to be noted upon the buildings insurance policy, for example.

Recommendations

- Trade Association requirement for all costs to be proportionate and transparent, with the benchmarking of the number of hours of work involved in dealing with the core Leasehold sale activities.
- Inclusion in the Regulation of Property Agents Code of Practice a requirement to charge in a proportionate and transparent way, therefore providing a remit for the Ombudsmen to provide a course for redress.
- Creation of a fast-track process within the Redress Schemes for cost and delay issues based on a statements of fact to enable complaints which might jeopardise a sale to be dealt with within 28 days instead of 28 weeks. Complaints should be allowable 10 days after the Lease Administrator has been given notice of the complaint in writing rather than the normal 6 weeks requirement for their complaints procedure.
- Create a prescribed list of administration fees, set by the Secretary of State to benchmark reasonable fees to reduce complaints.[See appended draft]
- Update the Commonhold & Leasehold Reform Act 2002 to create a legal requirement for all Lease and Freehold Administrators receiving payment for a service to be a member of a redress scheme and to charge reasonable fees for all administrative activities.

4. Duplication of Cost

On occasion, Leaseholders are required to pay multiple parties to complete the LPE1 or FME1. These parties are interconnected companies who could be expected to provide the information through one source rather than requiring multiple payments.

Similarly, the incoming Leaseholder is required to pay for administration of the registration of notice of their acquisition by the Landlord but in many cases this now extends to other parties such as the Management Company and Managing Agent. This may also extend to double charging where the notice includes reference to a mortgage being taken.

Recommendations

Commonhold & Leasehold Reform Act 2002 to be updated to restrict duplicate fee payments where there are multiple Lease and Freehold Administrators.

Extend the current Land Registry Property Alert Service. Anyone can currently sign up to the service for up to 10 titles and be alerted of any application for dealing on the register.

¹¹ <https://www.cml.org.uk/lenders-handbook/englandandwales/#C9113> s. 5.14.13 CML for England and Wales

This could be extended so that anyone with a superior title is notified of an application to HM Land Registry, therefore obviating the need for the leaseholder to serve notice.

5. Delay

There can be significant delay in the provision of the LPE1 and FME1 information and dealing with other requirements post sale necessary for the registration and protection of the Leaseholder's title. This causes significant distress to a chain of house movers and can cause sales to fall through.

The high charges for the LPE1 and FME1 information are also prohibitive when it comes to requesting the information prior to a buyer being found or, in some cases prior to the buyer receiving a mortgage offer, much of the data contained in the LPE1 and FME1 is time sensitive and will need refreshing for which the Lease and Freehold Administrators will charge an extra cost.

Similarly, post completion delays in responding to documentation can endanger the dwelling owner's title and the lender's security but also their Conveyancers status with mortgage lenders who require registration within a certain time frame. Inevitably this also has an impact on the number of Requisitions raised by Land Registry in respect of Certificates of Compliance. The proportion of requisitions related restrictions raised is 66% on Freehold titles and 33% on Leasehold titles. This is disproportionate to the number of Leasehold to Freehold titles registered at Land Registry which is 25% Leasehold to 75% Freehold.

Of these requisitions, 63% require follow up and even more worrying 32% result in the cancellation of the application for registration as the conveyancer is unable to provide the certificate of compliance with in the timescale required by HM Land Registry.

The redress schemes have no jurisdiction to assist.

There is legislation in place¹² prescribing the timescale (30 days) for delivery of basic information such as service charge accounts and insurance arrangements but these are a very small part of the information required by a buyer's conveyancer to confirm that the arrangements are compatible with the buyer's expectations and the lender's requirements.

The Commonhold and Leasehold Reform Act contemplates 14 days as a reasonable period for the provision of information on the sale of a commonhold unit.

MHM provided over 21,000 records from 2014 and 2017 of the time taken to obtain Leasehold Information. This data was recorded in their case management system where the date requested and the date received is recorded. This indicates that in 2017 49% of the requested data was received within 30 days and 20% takes over 55 days.

Recommendations

- Update the Commonhold & Leasehold Reform Act 2002 to require the provision of information within 10 days of receipt of payment.
- Trade Association benchmarking of the appropriate time involved in dealing with the core sale activities to provide an expected response time.
- Creation of a fast-track process within the Redress Schemes for delay and cost issues based on a statements of fact to enable complaints which might

¹² Landlord & Tenant Act 1985 (Landlord & Tenant Act 1987 inserting Schedule 3) and Service Charges (Summary of Rights & Obligations, and Transitional Provisions) (England) Regulations 2007

jeopardise a sale to be dealt with within 28 days instead of 28 weeks. Complaints should be allowable 10 days after the Lease and Freehold Administrator has been given notice of the complaint in writing rather than the normal 6 weeks requirement for their complaints procedure.

- Requirement for all Lease and Freehold Administrators charging a fee for the service to be a member of a redress scheme.
- Enable Land Registry to disapply restrictions where the Lease and Freehold Administrator is uncommunicative and the conveyancer can confirm that the obligations required by the restriction have been complied with.

APPENDIX

PRESCRIBED LIST OF LEASEHOLD AND FREEHOLD FEES

FEES CHARGEABLE TO EXISTING LEASEHOLDERS

1. Provision of the information in the Leasehold Property Enquiries (LPE1) or Freehold Management Enquiries (FME1)
2. Updating the information provided in an LPE1 or FME1
3. Providing a summary of information material to a buyer's decision to buy (content to comply with National Trading Standards Estate and Letting Agent Team's Guidance on material information)
4. Replies to additional enquiries not contained in the LPE1 or FME1 for example on Building Safety.
5. Consent to sublet required under the lease
6. Notice of a change in the tenant under the consent to sublet
[NOTE: this is to provide the Lease Administrator with updated name and contact details for the person occupying the property.]
7. Consent to keep a pet required under the lease
8. Consent to change of use
9. Consent to an alteration
[NOTES:
 - a. This should only apply to those alterations which might impact the safety or enjoyment of other leaseholders (eg this would not include changing a blind but might include confirmation of the replacement of flooring with sound deadening material in a first floor flat)
 - b. Where the alteration is covered by the Buildings Act, the requirement to comply with and obtain building regulations completion certificate should negate the need for an additional surveyor's report
 - c. This consent should be attached to the property rather than the leaseholder so that it would not need updating when the property was sold]
10. Pack for the sale of the freehold under enfranchisement
11. Pack for the extension of the lease
12. Replacement (outside of the provision of the LPE1 or FME1) of previously provided in date:-
 - a. Ground rent receipt
 - b. Service charge statements
 - c. Buildings insurance schedule
 - d. Accounts
 - e. Memorandum and articles of association
 - f. Fire risk assessment
13. Standard deed of variation to remove onerous terms eg increase of ground rent over Housing Act levels creating an Assured Shorthold Tenancy
14. Deed of variation
15. Notice of breach of the lease
16. Notice of service of proceedings

FEES CHARGEABLE TO INCOMING DWELLING OWNER OR LENDER

17. Change in ownership or financial charge
[NOTES:
 - a. Whilst Lease and Freehold Administrators can sign up for the Land Registry Property Alert service – this is currently only available for up to 10 title numbers.

- b. The purpose of the notice of change of ownership is to advise the Lease and Freehold Administrator as to who is responsible for payments of ground rent, estate rentcharges or service charges.
 - c. The purpose of the notice of the change of financial charge is to ensure that the Lease and Freehold Administrator serves any notice of proceedings on the chargee enabling them to protect their security by intervening.
 - d. The service of notice on the person identified as authorised to receive the notice in the LPE1 or FME1 should be sufficient for all Lease and Freehold Administrators to be updated eg if notice is served on the property manager then they should be responsible for passing the information to the management company and freeholder. This would remove the current practice of duplication of fees where notice is required to be served on multiple parties and interrelated companies.
 - e. This should be used to update the membership certificate where a certificate is required under the terms of the lease for a management company limited by guarantee
 - f. Where there is a restriction on the title requiring a certificate of compliance the receipted notice could confirm that the administrator consents to the lifting of the restriction to facilitate the registration of the change in ownership or charge.]
18. Stock transfer on change in ownership where the company does not use the modern articles of association which require the issue of a new share certificate to be for free
19. Estate Rentcharge Deed of Covenant
20. Retirement homes consent to assign including verification of age or living support required.