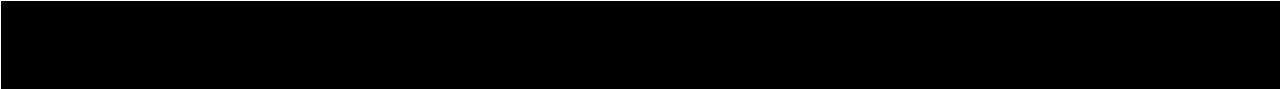


WBL Logbook Sheet Template



Learning Outcome and example number e.g. 1.1(1), 1.2(2), 1.2(1) 1.2(2) etc.	Page numbers from portfolio
2.3(1): Address all issues in communication	48-50
Evidence provided and date of evidence e.g. Letter to client dated 01.01.2020 Telephone attendance note dated 01.01.2020	
Email to client dated 5th August 2022 Section 141 Notice dated 5th August 2022	
Explain how the example meets the learning Outcome and how the evidence shows this	
Identify and address all relevant factual, legal or evidential issues arising in a case I was dealing with a Right to Buy sale which had several issues. In my email to the client I have submitted as evidence I have identified and addressed each issue.	
Apply relevant law/procedure in the context of your communication I applied the relevant procedure of serving a section 141 Notice (Housing Act 1985) where the tenant who is purchasing the property is not responding and complying with the council's requirements to progress the right to buy. I also recognised that the new Leasehold Reform (Ground Rent) Act 2022 (which came into force on 30th June 2022) made some changes to the contents of the draft right to buy lease. I incorporated these changes to the draft and sent to the client (explaining why the changes were made) and later the tenant's solicitors.	
Reflection and evaluation Describe what you learnt from the activity you undertook to meet the Learning Outcome. You may want to complete this section at a later date once you have had time to reflect on your practice and experience.	
I understand when dealing with any matter it is important to deal with all the issues that's arisen and to set these all out in an orderly fashion so that they can be dealt with efficiently. I also understand that when dealing with such issues, legal procedures and relevant laws must always be complied with.	
Supervisor's Name Please print the full name of the supervisor that supervised the work referred to above within this logbook sheet and the supporting evidence.	[REDACTED]

[REDACTED]
Sent: 05 August 2022 11:50

To: [REDACTED]

Subject: RE: [REDACTED] [REDACTED]
[REDACTED]

Thanks for your email below on this one. There are several issues with this RTB that we need to deal with before we can agree a date for completion.

Anti-Money Laundering – I have been speaking to [REDACTED] who says that the buyer has not returned his AML forms. He also has some concerns about subletting that need to be addressed. [REDACTED] will be visiting the property in the coming days. I have told the tenants solicitors that the AML forms need to be completed and returned. I have also advised that the tenants need to pass the council's AML checks before completion can take place.

Section 141 Notice – in order to get the tenant to comply with the above asap I will serve the s141 Notice (copy attached which is now due). The s141 is the landlords final notice to complete and once expired will withdraw the tenants application. They will therefore be compelled to return the AML forms before the notice period expires. If the tenant does respond to [REDACTED] we can agree to extend the s141 deadline if necessary.

EPC – the tenant's solicitors have asked for a copy of the EPC. Please note that we do not have a valid EPC (the one we have expired last month) and urgently arrange for a new report to be carried out. Once you have the report please send to me so that I can forward to the tenants solicitors.

Plan – the block plan provided isn't sufficient as there isn't a redline boundary. Please send a revised plan.

Draft lease – please see the latest draft of the lease attached. You will note that I have amended the ground rent from "£10" to "peppercorn". This is because the Leasehold Reform (Ground Rent) Act 2022 that came into force on 30th June 2022 put an end to ground rents for new, qualifying, long residential leasehold properties in England and Wales. We can no longer charge rent on the RTB leases.

If you have any questions on the above please feel free to call me on teams.

Kind regards,
[REDACTED]

HOUSING ACT 1985

SECTION 141

LANDLORD'S FINAL NOTICE TO COMPLETE

To:] [REDACTED]

WHEREAS it appears to the [REDACTED] (hereinafter called "the Council") that you have not complied with the Landlord's First Notice to Complete dated the 23/05/2022, NOW THEREFORE the Council HEREBY GIVES YOU NOTICE that you are required to complete the purchase of the house known as [REDACTED] within the period of 56 days from the date of service on you of this Notice. If you do not complete within such period your Notice claiming to exercise the right to buy will be deemed to have been withdrawn at the end of the period.

Your attention is drawn to the provisions of section 141 of the Housing Act 1985 which are set out below.

Dated: 05th August 2022

Signed
Head of Legal and Governance
(Monitoring Officer) (on behalf of the

[REDACTED]

NOTES

Section 141 of the Housing Act 1985 provides as follows:-

- 141 (1) If the tenant does not comply with a notice under section 140 (landlord's first notice to complete), the landlord may serve on him a further written notice -
 - (a) requiring him to complete the transaction within a period stated in the notice, and
 - (b) informing him of the effect of this section in the event of failing to comply.
- (2) The period stated in a notice under this section shall be such period (of at least 56 days) as may be reasonable in the circumstances.
- (3) At any time before the end of that period (or that period as previously extended) the landlord may by a written notice served on the tenant extend it (or further extend it).
- (4) If the tenant does not comply with a notice under this section the notice claiming to exercise the right to buy shall be deemed to be withdrawn at the end of that period (or as the case may require, that period as extended under subsection (3)).