

**Newark & Sherwood District Council**  
**INITIAL DEMOLITION NOTICE**  
**HOUSING ACT 1985 as amended by the Housing Act 2004**  
**NOTICE PURSUANT TO SCHEDULE 5A**  
(The “Notice”)

Dear Tenant,

**Newark and Sherwood District Council (“the Landlord”) hereby gives notice of its intention to demolish**

- **1-9 Lincoln Court**

**(“the relevant premises”). This is to allow for the building of new homes as part of the District Council’s regeneration programme.**

The reason for demolition is due to the opportunity that a number of homes in this location present for the Landlord to develop new, affordable, high quality homes that will better meet the current and future needs of tenants as part of the regeneration of the Yorke Drive Estate.

It is the Landlord’s intention that the demolition of the relevant premises will be carried out within the period 1<sup>st</sup> December 2020 and 1st March 2026. This Notice will remain in force up to and including 1st March 2026 unless revoked or otherwise terminated under or by virtue of paragraph 3 and 3A of Schedule 5A of the Housing Act 1985.

Whilst the notice remains in force, the Landlord will not be under any obligation to make a freehold transfer or lease under Section 138(1) of the Housing Act 1985 in respect of any claim to exercise the right to buy in respect of any dwelling-house that is contained in the relevant premises.

This Notice does not prevent the making of a claim under the right to buy or the taking of any steps under this part in connection with any such claim up to the point where section 138(1) would otherwise operate in relation to the claim or the operation of that provision in most circumstances where the notice ceases to be in force but if the Landlord subsequently serves a final demolition notice in respect of the relevant premises, the right to buy will not arise in respect of it while that notice is in force and any existing claim will cease to be effective.

There may be a right to compensation under Section 138C of the Housing Act 1985 in respect of certain expenditure incurred in respect of any existing claim to right to buy. Details of the right to compensation and how this may be exercised are set out in the attached notes (if applicable).

The operative date of this notice is 9th November 2020, which is the date a copy of this notice was served on the tenants and occupiers of the properties at:

- 1-9 Lincoln Court

Signed



Karen White  
Director – Governance and Organisational Development  
Newark & Sherwood District Council  
Castle House  
Great North Road  
Newark  
Notts NG24 1BY

Dated: 23<sup>rd</sup> October 2020

You may obtain further information about this Notice from:

Julie Madin (Tenancy Officer – Newark and Sherwood District Council) on 01636 655519 or [Julie.Madin@nsdc.info](mailto:Julie.Madin@nsdc.info)

Harriet Partington (Strategic Housing and Planning Support Officer) on 01636 655462 or [harriet.partington@nsdc.info](mailto:harriet.partington@nsdc.info)

## Notes

1. The Landlord may serve a Final Demolition Notice at any time during the period that this Notice is in force.
2. Compensation under section 138C is compensation in respect of expenditure reasonably incurred by the Tenant before the date of this Notice in respect of legal and other fees and other professional costs and expenses payable in connection with the exercise by the Tenant of the right to buy. Any claim for compensation must be supported by receipts or other documents showing that the Tenant incurred the expenditure in question and must be served on the Landlord in writing within three months of the date of this Notice.
3. The Landlord can apply to the Secretary of State for an extension of the period that this Notice is in force.
4. A public Notice confirming the demolition of the relevant premises has been placed in a local newspaper and on the Council's website.