



  
City of Westminster

City  
for  
All

# A guide to selling your home

## Ebury Bridge renewal scheme

This leaflet is designed to be a step-by-step guide to each part of the process, outlining your options at each stage and the things you need to consider. We hope that after reading this leaflet you'll have a better understanding of the sales journey and the support available to you at the point you decide to sell.

**In 2018, Westminster City Council Cabinet approved the comprehensive redevelopment of the Ebury Bridge Estate which involves the demolition of all the existing housing blocks to replace them with 750 high quality, energy efficient, new homes. This means that all existing leaseholders will need to sell their existing homes to the council and move out.**

### **Resident Leaseholders**

The council undertakes to pay each Resident Leaseholder:

- the fair market value for their existing property
- statutory compensation for home loss
- the stamp duty on the replacement up to the equivalent value of the existing property
- all the reasonable costs which a leaseholder faces as a result of having to move house.

Additionally, Westminster City Council has guaranteed all resident leaseholders and secure tenants the opportunity to return to a new home in the redevelopment.

### **Non-resident Leaseholders**

The council undertakes to pay each Non-resident Leaseholder:

- the fair market value for their existing property
- statutory compensation (basic loss)
- the stamp duty on the replacement property
- all the reasonable costs which a leaseholder faces as a result of having to purchase a new property.



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## 1. Introduction to the project and your move

**The construction of the new Estate will be delivered in several phases anticipated over the next eight years.**

If your current property is scheduled for demolition in an early phase of the project you will need to move to a new property away from Ebury Bridge. Then, if you wish, you can move back to Ebury Bridge into a new home in a few years time. This would be two moves.

The current timetable is as follows:

- **Phase 2A (earlier phase): Rye, Westbourne and Bridge Houses**  
Leaseholders required to sell and vacate the block by **August 2022**
- **Phase 2B (later phase): Bucknill, Victoria and Doneraile Houses**  
Leaseholders required to sell and vacate the block by **August 2023**

If your current property is scheduled for demolition in a later phase of the project, you will be able to move directly into a replacement property on the Ebury Bridge Estate – i.e. one move.

We understand that selling your home and moving is a daunting prospect.

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## 2. Roles and responsibilities: Westminster Community Homes, our Leaseholder negotiation agent

**The council has appointed Westminster Community Homes (WCH) as its agent to negotiate with leaseholders to purchase leaseholders' properties by agreement. WCH is an experienced partner of the council and WCH is also committed to supporting you as much as possible.**

Buying a property on the open market can be an intimidating experience, if this is something you have not done before or for a long time.

Here are some of the ways in which WCH can help you:

- signpost you to lists of valuers, conveyancers (property solicitors) and independent advisors, e.g. for a mortgage;
- liaise with local estate agents on your behalf who will let them know about new listings coming to the market. WCH can then let you know about these homes and arrange viewings for you;
- support you with the purchase of your new property.

You do not have to pay for WCH's services. These services are additional to the services already provided by Communities First, who are a free independent leaseholder advisory service (contact details can be found on the back cover).

### 3. Timing and Options for the sale of your existing property and purchase of your new property

#### Phase 2A (earlier phase)

The transaction to sell your home to the council will happen before you are able to purchase a new home on the Estate. As a minimum, leaseholders in Phase 2A will undertake two moves and make four transactions (if wishing to return back to Ebury Bridge).

#### Two moves

1. From your current home to your replacement home.
2. From your replacement home to your new home at Ebury Bridge.

#### Four transactions

1. Sell your current home to the council.
2. Purchase or rent a new, temporary home.
3. Sell or exit of rental contract of temporary home.
4. Purchase a new Ebury Bridge property.

We would be happy to talk to Phase 2A leaseholders about your preference for your temporary home. WCH can also assist with sourcing a property to rent temporarily, in the local area or further afield. Where you choose to rent a property from WCH you will continue to pay housing costs equivalent to your property at Ebury.

*Please be aware that any of the above transactions may happen simultaneously.*

*The council (acting through WCH) is able to move very quickly, so you can sell your property to the council within approximately a month, once you've identified a suitable temporary home. Please note, speed of the sale depends on the speed of all parties involved in the transaction.*

#### Phase 2B (later phase)

The transaction to sell your home to the council will happen in parallel to the transaction to purchase your new Ebury Bridge property. As a minimum, leaseholders in Phase 2B will undertake one move and two transactions (if wishing to stay at Ebury Bridge).

#### One move

1. From your current home to your new home at Ebury Bridge.

#### Two transactions

1. Sell your home to the council.
2. Purchase a new Ebury Bridge property.

*Please be aware that any of the above transactions may happen simultaneously.*

*The council (acting through WCH) is able to move very quickly, so you can sell your property to the council within approximately a month, once you've identified a suitable temporary home. Please note, speed of the sale depends on the speed of all parties involved in the transaction.*

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## 4. First steps: initial meeting with WCH

**The council has written to you inviting you to sell your property to them by agreement, (and to have an initial conversation) with Anton Robinson, the WCH representative for the Ebury Bridge project.**

At this meeting, you can talk through your intentions and preferences, as to when you wish to sell, and the replacement property that you would like to buy. You can explain what help you would like from WCH.

Deciding when to sell and move is a personal decision and will be driven by personal circumstances: some leaseholders will aim to move long before the deadline, others will choose to remain on the Estate for as long as possible and move shortly before the deadline.

You are not expected to make any sort of decision at this initial meeting with Anton, the purpose of the meeting is simply to give you an overview of your personal options and to ascertain any preferences you may already have.

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## 5. Establishing the value of your existing property

**The council will pay you the fair market value to buy your existing property.**

In order to ascertain what the fair market value of your flat is, the following process is used:

1. WCH will arrange for a valuation of your property to be done by Westminster City Council's appointed valuer, Lambert Smith Hampton. The surveyor will arrange an appointment with you to enter your home and inspect the property to reach a valuation.
2. You can then appoint your own independent surveyor to gain a second opinion. You must use an independent RICS registered surveyor. Communities First can offer advice or you can find a surveyor using this website at [ricsfirms.com](https://www.ricsfirms.com). Westminster City Council will pay an amount of up to £850+ VAT for your independent surveyor. Please send this quote to Anton for approval **before** instructing the surveyor to carry out the work.
3. If your independent surveyor suggests a market value that is different to the value produced by Westminster City Council's surveyor, the surveyors will negotiate to agree an appropriate market value.
4. Once both surveyors are in agreement, WCH will issue you a formal offer to purchase your property at the agreed market value. The written offer is valid for up to three months from the date of the offer letter. If the offer is not accepted within three months, WCH will need to review this offer and if necessary adjust the value to reflect market fluctuations.

Once you know the value of your current property, you can use this information to help you plan for your new home.

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## 6. Appointing your solicitor (conveyancer)

**To represent your interests throughout the negotiations both with WCH and with the vendor of the property which you want to buy, you have the opportunity to appoint a property solicitor (conveyancer) of your choice.**

1. Conveyancing refers to the legal and administrative work associated with transferring the ownership of land or buildings from one person to another. We highly recommend selecting a solicitor or licensed conveyancer with a fixed fee arrangement not one who charges by the hour. WCH can also provide a list, with a minimum of four firms for you to choose from if you need help.
2. Please obtain a fee quote from your chosen firm and send to Anton for approval. The council will reimburse up to £1,600+ VAT of your legal fees, and disbursements are charged separately. (When you receive approval of the fees, you may proceed).
3. To progress the sale of your property to the council, you will be required to fill in certain forms. It is vital you fill these forms out correctly, as incorrect information could stall or jeopardise the sale of your property. Your solicitor can help you to complete these forms.
4. During this process, your solicitor will contact WCH's legal team to discuss the progress of the sale. Other relevant terms can also be discussed such as the Right to Return (and purchase a new home in the development), equity loans or support around a permanent move.
5. Your solicitor will also guide you through the negotiations related to the purchase of your new property, and the necessary inspections and surveys you need to have done on the property you wish to buy. The negotiations to purchase your new property are likely to be more complex than the negotiations with the council, as you need to be confident that you know the true condition of the property that you wish to buy. It may be that as a result of the surveys you have done on the prospective property, you will wish to negotiate a lower purchase price with the vendor or consider another property to purchase instead.

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## 7. Your mortgage

**If you currently have a mortgage, you must inform your mortgage company that you may be selling your existing property.**

Depending on your personal circumstances, you will have to get another mortgage either with the same mortgage company, or another mortgage company to enable you to purchase your new property.

The mortgage company will require a lot of personal information about you, your financial situation, and the type and condition of the property that you are wishing to buy.

You should inform WCH if you encounter difficulties in obtaining a new mortgage, and WCH will work with you to find satisfactory housing arrangements.

Your solicitor will liaise with the mortgage company or companies, and arrange for the transfer of monies on the appropriate date. The council will pay redemption costs in relation to your mortgage and fees relating to your new mortgage. These costs can be discussed with the council, when they become present.

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## 8. The contract stage

1. Once you have had your offer on your new property accepted, your solicitor will produce a sale contract (which deals with the sale of your property to the council), and the solicitor of the vendor of the property you wish to buy will produce a contract for the purchase of your replacement property.
2. If you are an eligible resident leaseholder and have confirmed your intention to return to a new home on Ebury Bridge once they are built, WCH will prepare a side letter to accompany your sale contract confirming the arrangements.
3. On the day that you sign both the sale contract with WCH and the contract to purchase your new property ('exchange day'), WCH will pay a deposit of 10% of the sale price for your property, and you will pay the vendor of your new property 10% of the purchase price as a deposit. Your solicitor will coordinate the movement of these monies with the council's solicitors and the vendor's solicitors.
4. As of exchange day you are legally obliged to complete the sale of your property on completion day, and to complete the purchase of your new property.
5. Normally, there are a few weeks between exchange and completion to allow you to organise the move, and coordinate with any other moves that may also be connected in the property chain.

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## 9. Preparing to move to your new home

1. As soon as the contracts are exchanged you will now have until the completion date to pack up all your belongings and inform everybody of your move. If for any reason you need longer to vacate the property, please let WCH know so an agreement can be reached on a new moving out date.
2. You will need to inform all the utility companies of your move, and arrange for final bills to be drawn up.
3. You may need to renew certain insurances, and will be paid back to you as disturbance costs by the council.
4. The council will reimburse you up to £1,050 in removals costs for your move to your new home, along with other costs such as utilities disconnection/reconnection and postal redirection. Stamp Duty will be paid for directly by the council, once you have confirmed you are buying a replacement property. If in exceptional circumstances, you require more help with funding your move, please communicate your reasons and this will be taken into consideration.
5. Before you move out, we recommend that check any items you intend to leave against the fixtures and fittings form. If you take something you shouldn't or leave things behind you should have taken, this can be a complication and add stress to the day. As a general rule, you should not leave anything behind in the property when you move, other than fitted items, and flooring (carpets). All rubbish must be properly removed from the property.

## 10. On completion

**Exchanging contracts (legally binding documents) and completing the sale (the final transaction between the leaseholder and the council) will usually happen on the same day, unless you are moving to a new property, in which an agreement on time between exchanging contracts and completion will be made to allow for the move to take place.**

On completion day, your solicitor will liaise with the council's solicitors and the vendor's solicitors to:

1. Complete the legal documentation to transfer the title of your Ebury Bridge property to the council, and to transfer the title of the vendor's property into your name.
2. Arrange for flow of monies between the council, your vendor, and any mortgage company involved.
3. Arrange for the payment of Stamp Duty (paid for by up to the value of your existing Ebury Bridge property).
4. Confirm the completion has taken place.
5. The solicitor's fees will be paid for by WCH so you do not have to settle their bill separately.
6. Send a completion statement including all the monies and if there are any outstanding amounts owed kindly ask these are paid, for example: for service charges if the completion date changed.

Once completion has taken place, the property no longer belongs to you, so you must make sure you have vacated by this point and handed over the keys to WCH, leaving any spare sets inside the property. If needed, we can offer temporary respite for you whilst your belongings are being transferred into your new home.





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## 11. Outlining our commitments

**To give you reassurance around our commitments to you, such as your right of return to a new home (including one in a later phase), the council can produce a letter outlining what the council has agreed.**

This will set out details of the transaction, any disturbance payments and support you can expect. This letter – produced in line with policy – will be agreed by both parties and held on file.

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## 12. Compulsory Purchase Orders (CPO)

**The council very much hopes that it can reach an agreement with every leaseholder to purchase the leaseholder's property.**

Where the Leaseholder refuses to sell to the council, the council can apply to the Secretary of State for a Compulsory Purchase Order, which, if granted, means the Leaseholder is forced to make the sale to the council.

A CPO does not affect the rights of eligible leaseholders to compensation. The principle of compulsory purchase compensation is generally to seek to place the affected party in no better or worse position than prior to the compulsory purchase. Compensation is assessed and paid in accordance with the statutory compensation code which applies to the compulsory acquisition of land, property and other interests.

Although the council hopes that it will not need to apply for a CPO in relation to any property on the Ebury Bridge Estate, it needs to carry out some preliminary investigations, in case it eventually does need to make a CPO. Specifically, the council will write to every leaseholder with a property on the Estate, asking them which persons have a legal 'interest' in the property (for leaseholders who rent out their property, this means their ownership of the property via a lease).

Over the past three years, more than 100 households have been supported by the council in securing a temporary or permanent move of their choice. This has paved the way for the delivery of Phase 1 of the scheme and the first 224 new homes, of which 114 have been set aside for Ebury Bridge secure tenants and leaseholders. This rehousing programme was achieved without the requirement to use any CPO powers.

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## 13. Disturbance costs

**Disturbance costs are fees that are incurred as a direct result of you having to sell your property to Westminster City Council and the purchase of a new property. This includes, legal fees, surveyors, removal fees etc.**

If you find you are incurring a fee during this process, please communicate this to us. All reasonable fees will be reimbursed but must be approved before being incurred. You will need to provide suitable supporting documentation showing the incurred fee for it to be considered, such as a fee quote, and followed up with an official receipt.

What expense	Amount covered by Westminster City Council
Solicitors fees	Up to £1,600 plus VAT
Solicitors disbursements	Uncapped if reasonably incurred
Surveyor's survey	Up to £850 plus VAT
Surveyor's negotiation	Capped at £175 + VAT per hour, for a maximum of two hours
Stamp Duty	Up to the value of the existing Ebury property and then full value of new property at Ebury Bridge
Mortgage redemption fee	Entire Amount
Mortgage application/ arrangement fee	Entire Amount
Electric check	Entire Amount
Gas check	Entire Amount
Removal costs	Up to £1,050 plus VAT
Move in costs	Reasonable costs
<ul style="list-style-type: none"> <li>• Alterations to soft furnishings</li> </ul>	
Utilities early termination fees	Entire amount
<ul style="list-style-type: none"> <li>• Water/gas/electricity/ telephone/TV/Media package</li> </ul>	
Insurance early termination fees	Entire amount
Postal redirection service for up to 12 months	Entire amount

## How the expense is settled

Solicitor bills Westminster City Council directly

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Westminster City Council and solicitors arrange for direct payment

Westminster City Council and solicitors arrange for direct payment to mortgage company

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Reimbursement on submission of invoice

Reimbursement on submission of invoice

**1.** Westminster City Council pay upfront

or

**2.** Leaseholder submits invoice for reimbursement either at completion, or after completion (if the invoice only arrives after the move has taken place)

Reimbursement on submission of invoice

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## Useful websites

HomeOwners Alliance  
[hoa.org.uk](http://hoa.org.uk)

YOPA: a guide to selling a leasehold property  
[yopa.co.uk](http://yopa.co.uk)

Leasehold Advisory Service  
[lease-advice.org](http://lease-advice.org)

CPO Booklet 4  
[gov.uk/government/uploads/system/uploads/attachment\\_data/file/571453/booklet4.pdf](http://gov.uk/government/uploads/system/uploads/attachment_data/file/571453/booklet4.pdf)

Westminster City Council Policy  
[westminster.gov.uk/housing-policy-and-strategy/leaseholder-policy-housing-renewal-areas](http://westminster.gov.uk/housing-policy-and-strategy/leaseholder-policy-housing-renewal-areas)

## Contact us

Anton Robinson, Leasehold Negotiator  
[arobinson@westminster.gov.uk](mailto:arobinson@westminster.gov.uk) or **07971 626 377**

Communities First, ITLA for Ebury Bridge  
[communitiesfirst.uk.com](http://communitiesfirst.uk.com)  
**0300 365 7150**  
[ebury@communitiesfirst.uk.com](mailto:ebury@communitiesfirst.uk.com)