



AMIN HAQUE CLIENT CARE – POSSESSION CLAIMS

Thank you for instructing us to act on your behalf in relation to the above matter. Everyone here will do their best to see that everything proceeds as smoothly as possible. Enclosed is a copy of our Terms of Business which, together with this Client Care Letter, will form the agreement between us. Please read the Terms of Business carefully, paying particular attention to the sections on Client Satisfaction, Client Money and Limitation of Liability.

Whilst your continuing instructions will indicate acceptance of these terms, for reasons of clarity I would be grateful if you could sign and return the enclosed declaration to confirm that you would like us to start work immediately.

Please note that we have not received any communication from your tenant. It is not unusual for tenants to submit contrary arguments to defend a possession claim. They are likely to be legally represented or assisted by the local council. In the event your tenant denies that you complied with the prescribed requirements, it is likely that this matter could proceed to a hearing where a Judge will decide on whether to accept your evidence over your tenant's evidence.

Therefore, it is important to understand and appreciate that possession claims can become complicated, prolonged and expensive. We will do our best to secure a possession order for you, but we cannot guarantee success.

Proof of Identification

We are required by the government to ask all of our clients for proof of identity. We would stress that this does not mean that you or anyone else is suspected of any wrongdoing. The purpose is to make it harder for the proceeds of crime to go undetected and to improve financial security for everyone throughout the financial and business sectors.

Please provide us with one of the following Photo ID document:

1. Your current signed passport OR
2. Your photo card driving licence

And in all cases

An electricity, gas or other household bill (not mobile phone bill) in your name at your current address which is no more than 3 calendar months old at the time it is produced.

Please do not forward the originals only forward COPIES of the above by post or email.

If you have any queries relating to the above then please do not hesitate to contact our offices and speak to your designated Fee Earner.

Outline of the Work

The work we will undertake on your behalf is as follows:

- Prepare and serve the relevant Notice, where you have not already served a notice.
- Prepare the relevant Court documents for possession claim where you have paid the full fee.
- Prepare witness statement on your behalf on section 8 rent recovery claims.
- Attend a possession hearing, if required. Only the first hearing is included in the fixed fee.

Responsibility for the work

My name is Nurul Haque and I am a Solicitor at this practice and I shall be the person responsible for your matter, although other members of our team may have input from time to time to ensure continuity of cover in the event of me being absent from the office. We will try to avoid changing the people handling your matter, but if this cannot be avoided, then I will advise you as soon as possible about who will be responsible for your matter. Nurul Haque – who is a Solicitor at this practice – will supervise my work and will have overall responsibility for your matter.

Please do not hesitate to contact me if you ever have any queries. If for any reason I am not available then please speak to my secretary, or leave a message and I will endeavour to respond as quickly as I can. Please also note that secretaries and other members of the support team are only authorised to deal with routine enquiries and will not offer legal advice.

Costs and Timescales

We do not hold a Legal Aid Franchise and are unable to act for our clients on a publicly funded basis. If you think you may be entitled to Legal Aid, you can obtain further information from the Legal Services Commission and the Citizens Advice Bureau who will have a list of practices in the area that provide assistance through the Legal Aid Scheme.

I can confirm that the cost for dealing with the work in the “Outline of the Work” section above will be dealt with on a Fixed Fee basis.

NOTICES

Our fee for preparing a section 8 or section 21 notice is £75 plus VAT.

We will charge a £75 plus VAT review fee if we review the file and we are unable to issue serve the notice because of deficiencies in your documents or if you decide not to proceed with the case.

Please note that we will charge a fee of £75.00 plus VAT if you require a certificate of service from us if you choose not to proceed with us to issue Court proceedings. We will prepare the relevant certificate of service without charge if you issue court proceedings via us.

We serve our notices via first class post. This is a valid method of service as allowed by the Civil Procedure Rules. There are circumstances in which we may recommend that you serve the notice via recorded delivery. If we do make this recommendation, then it is up to if you accept our recommendation. Serving a notice via recorded delivery attracts an addition fee.

SECTION 8 FULL PACKAGE

Where you have opted to take our section full package, our fee is **£770** plus VAT plus the Court Fee of £355, bringing the total to £1279.00. **This is a fixed fee and does not include the cost of any defences, appeals or counter claims being pursued by your tenant.**

The fixed fee includes:

1. Serving a notice
2. Issuing the claim
3. Attending court on the first hearing only
4. Court Fee: £355
5. Our fee for instructing the bailiff.

The bailiff fee is £130 and this is payable in addition, once the order for possession is secured.

The total fee in this package is: £1409 (£1279 excluding the bailiff fee).

SECTION 8 STAGES PACKAGE

I can confirm that the cost for dealing with the work in the “Outline of the Work” section above will be dealt with on a Fixed Fee basis. Our fees are broken down as follows for Section 8 Possession Claims.

Notice: £75 plus VAT (£90)

Issuing the claim: £566.66 plus VAT (£680)

Court Fee: £355

Advocates fee: £200

Bailiff Fee: £130

Our Fee for dealing with the bailiff: £120 plus VAT (£144)

Total: £1599

This fee is only for work done up to the first hearing. If your tenant defends the possession claim, then it is likely that we will need to attend a further hearing and carry out additional work to prepare for the hearing. We will quote you an additional fee if this is the case or deal with it on an hourly rate.

SECTION 21 FULL PACKAGE

Our fee for section 21 proceedings is £945 including the court fee and VAT. **This is a fixed fee and does not include the cost of any defences, appeals or counter claims being pursued by your tenant.**

The fixed fee includes:

6. Serving a notice
7. Issuing the claim
8. Court Fee: £355
9. Our fee for instructing the bailiff.

This does not include the fee for the bailiff, which £130.00.

Where you have already served the notice, our fee is £890.00 including the Court Fee. This is excluding the fee to instruct a bailiff. We will need proof of service of the notice. If this cannot be provided and we need to prepare any witness statements or Certificates of Service, then our fees will be as follows:

Witness Statement: £146.00 plus VAT

Certificate of Service: £75 plus VAT

If you wish to instruct a bailiff, then the fee is:

Bailiff Fee: £130

Our Fee for dealing with the bailiff: £120 plus VAT (£144)

If your tenant defends the possession claim, then it is likely that we will need to attend a further hearing and carry out additional work to prepare for the hearing. We will quote you an additional fee if this is the case.

Any work required outside the scope of the "Outline of the Work" will attract a further fee that will be agreed in advance with you, otherwise charged at £146 plus VAT per hour.

Hourly Rate Cases

If your cases does not fit into one of the above, then our hourly rate of £146.00 plus VAT will apply, unless we have agreed a fixed fee with you.

We will charge a £240 plus VAT review fee if we review the file and we are unable to issue court proceedings or if you decide not to proceed with the case. Please note that we do not provide a refund if your tenant leaves early. The fixed fee provides a saving and we always advise that if you consider that your tenant may leave early, pay in stages. If you pay in full, then no refund is payable.

In addition to our fees, you must also pay for any expenses that we incur on your behalf. These expenses are commonly referred to as 'Disbursements'. Some disbursements will attract VAT at the rate of 20%. The disbursements that I anticipate will be incurred are:

Disbursement	Costs	When Payable
Court Fee	£355	Now
Bailiff Fee	£130	When necessary

If these are not included in the fee that you have paid (if you have already paid them – if not, you must pay the fee), then it is normal practice to ask for money on account of such expenses and, as such, I would ask that you let me have a cheque for £355 to cover the Court fee together with our fee, if this has not been paid. Alternatively, please transfer the money into our client account:

Bank Name: Lloyds Bank

Account Name: Amin Haque Client Account

Sort Code: 30-91-91

Account Number: 33237168

As far as timescales are concerned, it is very difficult at this stage to provide a realistic estimate as it depends on a number of factors, including response from the tenant, the Council where necessary and the Court.

I will, of course, keep you informed of progress throughout, along with the reasons for any delays and whether any additional work becomes necessary.

Service Standards

Our Responsibilities:

In line with our responsibilities as your Solicitor in this matter, we will endeavour to:

- Provide you with regular updates on the progress of your matter;
- Notify you of any developments that affect the overall cost of your matter;
- Respond to all correspondence within a reasonable time; and
- Advise you as to whether the expected outcome justifies the overall costs and any other risks.

Your responsibilities:

As a client of this firm, you will have the responsibility to:

- Notify the practice if any of the information you have provided, at any stage, is false, inaccurate or misleading;
- Respond to all correspondence within a reasonable time; and
- Provide us with clear and timely instructions.

IMPORTANT: Please note that possession proceedings are legal court proceedings which carry costs consequences. If you lose, you could be liable for your tenant's costs of the Court action. This could be between £5000 - £10,000 if they are legally represented. Therefore, it is important that you consider whether you wish to take the risk of issuing Court proceedings and advise us on whether you wish to pay for legal expenses cover. If you do, the insurance provider may require advice from a barrister before they provide cover.

Please check if you have legal expenses insurance before you instruct us. If you have Landlord Insurance, you may have legal expenses cover. Your insurer will want to be advised before we serve any notices on your tenant. Please refer to our Litigation Booklet for further details.

Recovery of your costs

If your case is not defended, then you can only recover your fixed costs which is confined to the court fee of £355 and a nominal sum of £69.50 and if there is a claim for rent arrears.

If there is a contractual right to claim full costs, then we will need to file a statement of costs. This incurs additional fees and it is charged at £90.00 inc VAT. **Please make the payment of £90.00 and advise us in writing that you wish to claim for contractual costs. Please note that your tenancy agreement must contain a provision that you are entitled to full costs.**

What you need to do now

I hope that this letter explains the way in which your matter will be handled. To allow us to start work on your matter immediately, could you please now:

1. Sign and return the enclosed declaration;
2. Provide us with 2 forms of ID to include a copy of your passport or driving license **and** copy bank statement or utility bill, this cannot be a mobile phone bill.

3. Pay the relevant, if not already paid.

I look forward to being of assistance to you.

Yours sincerely

Nurul Haque
Amin Haque Solicitors