



Leasehold Panel

Minutes of the meeting, 5 June 2008.

1. Attendance. Mrs Shirley Pearlman, Mrs Mehethbel Shaw, Mrs Susan Adewumi, Mr P Patel, Mr Michael Ruggins, Mrs Anne Goodhew, Mr M Pentol, Mr Frank Tunney (for Mr Shaun Duncan), Ms Rita Batzias, Ms Millie Mboizi, Mr Nick Martin-Clark, Ms Lucille Parris, Mrs Delsie Grandson, Ms Sue Brown (Chair of Haringey Leaseholders' Association) and Mr A Yohannes.

Apologies. Mr Charles Connolly and Mr Martin Laheen.

Chair: Mrs Anne Goodhew (Vice Chair). (Mr Martin-Clark wished to concentrate on making a presentation).

Officers. Mr Nesan Thevanesan, Home Ownership Manager, and Mr Bruce Nicholas, Leasehold Project Officer, who took the minutes.

2. Minutes of the last meeting (10 April 2008).

The minutes were agreed as a true record.

3. Matters arising.

Mr Thevanesan reported on the matter raised by Mr Connolly (under item 10 of the minutes of the April meeting) regarding the apparent suspension of day to day estate repairs on the basis that such work would be covered by the Decent Homes Programme. He said he had been advised that this only applied to work which could be considered to be largely of an improvement nature (sometimes termed 'aspirational'). More immediately essential work (or 'mainstream' work) would still be carried out when it became necessary.

Mr Martin-Clark welcomed this assurance but said that he had received definite reports that some essential work was being deferred on account of the Decent Homes Programme. He gave some examples of instances where roofing repairs had been postponed on this account – Milton Road, Miller House, Barker House and Ben Tillett House. Mr Ruggins confirmed that this was

also his experience – it appeared that all roof repairs in Ferry Lane were being deferred on this account.

- ❖ **Action point. Mr Thevanesan agreed to put forward the Panel's concerns and report back to the next meeting as to the policies being operated in respect of such matters.**

Following a suggestion from the Chair the Panel decided that all action points should in future be printed in bold type. With regard to leasehold representation on the Core Group (item 10 of the minutes), it was agreed that Mr Martin-Clark should act as deputy for Mr Ruggins, if he was unable to attend. The question was then raised as to whether the formal appointment was made through the Leasehold Panel or the Asset Management Panel

- ❖ **Action point. Mr Thevanesan agreed to ascertain the position.**

It was noted in relation to succession planning (where an unplanned vacancy on the Board may arise) that the Panel had decided that this matter should be reserved for leaseholders and their representatives (item 7 of the minutes). Mr Nicholas advised that the Panel's decision had been reported to the Residents Consultative Forum in the quarterly report on the Panel's proceedings. Panel Members reported that there now appeared to be a lack of clarity in the understanding of RCF representatives as to the respective roles of the Leasehold Panel and the Residents Consultative Forum in these matters.

- ❖ **Action point. Mr Thevanesan agreed to obtain clarification from Angela Bosnjak-Szekeres, Governance Manager and Simon Godfrey, Involvement and Communications Manager.**

Some Panel Members referred to Mr Thevanesan's statement (item 10 of the minutes) that leaseholders who had been charged for the recent modernisation of estate signage would be eligible for refunds. It was reported that some leaseholders had not yet received a refund. Mr Thevanesan accepted that this was the case but said that the matter was in hand. He expected that all the relevant refunds would be made in the next 4/5 weeks.

Regarding item 3 of the minutes Mr Thevanesan said that the Board of Homes for Haringey had now approved the proposed policy under which leaseholders would be allowed to install their own windows. It now had to be considered by Haringey Council at a Cabinet meeting and it was expected that it would be scheduled at one in July. Under HfH's proposed new policy leaseholders would be entitled to install their own windows (if HfH was not going to install them).

Ms Brown responded that the Panel should have received a copy of the draft before it was submitted to the Board. This would have enabled the Panel to

have had the opportunity to comment on its contents. It could have been discussed at the last meeting of the Panel, if it had not been cancelled (it had been scheduled for the 8 May). The matter had been raised at the Tenant Participation Panel and they had agreed that the Leasehold Panel should have seen the report beforehand. Panel Members approved the motion that in future they should receive any report of this nature prior to its finalisation and submission to the Board.

Mr Thevanesan replied that every proposal contained in the report had been discussed and agreed by the Panel. Furthermore he had reported on its progress at Panel meetings and kept Mr Martin-Clark fully informed of its progress in between meetings. The timing of these matters had been the main consideration. He noted that no criticisms had been made of the actual contents of the Report.

He had made a considerable effort to represent the Panel's views on certain matters such as the prior notice required before a leaseholder could install their own windows, as specified in the Report's recommendations. He had kept Mr Martin-Clark fully apprised of the position, so that he was able to make very effective representations on this subject in person to the Board. Nevertheless Mr Thevanesan accepted the view of the Panel and undertook to bring reports of this nature to it beforehand. If there were any problems of timing he would of course confer with the Chair of the Panel to decide on feasibility issues.

Ms Brown referred to item 2 of the minutes. She felt that the minutes did not always properly record matters where Panel Members expressed views critical of practices in Homes for Haringey or the Council. The Panel agreed that the minutes should provide a proper record of such criticisms. Mr Thevanesan said that this was quite reasonable, though generally everyone agreed that the minutes were of a satisfactory standard.

4. Decent Homes Programme – Schedule of Rates (Relevant documents circulated) – discussion led by Nick Martin-Clark. Mr Martin-Clark commenced his talk by referring Panel Members to extracts from the Instructions to firms submitting tenders in the tendering documents. These referred to the Schedule of Rates (SOR) which it was explained was binding on contractors for the first year of the programme. After that the SOR is to be uplifted in line with inflation using the tender price indices from the Building Cost Information Service, published by the Royal Institution of Chartered Surveyors.

Mr Martin-Clark then referred to the archetype classification. This was defined in terms of the following types of properties:

- a) Small house
- b) Large house

- c) Low rise flat
- d) Medium rise flat
- e) High rise flat

These were used to obtain three archetype classifications:

- 1. Low/medium rise apartment block (Archetypes C & D)
- 2. High rise apartment block (Archetype E)
- 3. Street level property (Archetypes A & B)

Tenderers in respect of the Decent Homes Programme were required to price hypothetical projects in two low rise (4 floors) apartment blocks within 500 metres of each other in the Wood Green area (where approximately 26% of the work is expected to occur). Each block was assumed to have sixteen flats (two bedroom) on each floor, making a total of 64 flats per block (128 in total). The blocks were stated to be identical for the purposes of the tendering exercise.

Mr Martin-Clark then explained that the tender document contained a statement of the total cost of the work, summarised in terms of categories as follows:

- 1. General Building Works
 - 1.1 Demolitions and alterations
 - 1.2 Substructure
 - 1.3 Masonry
 - 1.4 Structural/carcasing/timber
 - 1.5 Lining sheeting
 - 1.6 Internal doors (communal)
 - 1.7 Surface finishes
 - 1.8 Painting and clear finishes
 - Etc

- 2. Kitchens
 - 2.1 Demolitions and alterations
 - 2.2 Surface finishes
 - 2.3 Fit out
 - 2.4 Mechanical and electrical works

- 3. Bathrooms
(as for kitchens)

- 4. Roof refurbishments and alterations
 - 4.1 Flat to pitch alterations
 - 4.2 Flat to flat alterations

- 5. Windows
 - 5.1 Alterations

- 5.2 Softwood windows
- 5.3 UPVC windows
- 5.4 Aluminium windows

- 6. Controlled entry systems

- 7. General mechanical and electrical
 - 7.1 Electrical works
 - 7.2 Mechanical works

- 8. Lift installations

- 9. External cyclical repairs
 - 9.1 External works
 - 9.2 Timber/window repairs
 - 9.3 Concrete repairs
- Etc.

Each of these sub-categories was further detailed in the tender documents. He then went on to explain the sort of details provided in relation to windows in view of the fact that leaseholders had a particular interest in this subject having recently proposed a policy whereby they would be able to install their own. He believed his discussion of this subject would help leaseholders in deciding whether it was to their advantage to install their own. He referred to the following details relating to windows contained in the tender documents.

5. Windows

5.1 Take out and remove existing

Remove timber windows together with frames, linings, ironmongery and the like: (details of sizes, quantities, rates, etc were then given).

5.2 Softwood windows

Energy efficient softwood windows, preservative treated before delivery, complete with stays and fasteners, etc

5.3 UPVC windows

White UPVC windows by Deceuninck or similar with hollow section galvanised steel reinforcing sections, opening lights weather-stripped, etc as L10/360.

5.4 Aluminium windows

Aluminium standard windows by SAPA Building Systems Ltd or similar double glazed units as L10/335.

Mr Martin-Clark explained from the extracts he had provided that different contractors had submitted different estimates for the windows, some varying

by approx 12%. He noted that some information was provided about the specification required for the windows, but he was not certain whether a more detailed specification was provided elsewhere in the tender documents. Mr Patel noted that the sizes given were standard ones for windows and that non standard sizes were much more expensive since they had to be individually manufactured. According to his experience some windows at least in most properties were non standard sizes.

Mr Martin-Clark then asked whether information regarding the prices of individual windows of different sizes could be obtained. Mr Thevanesan replied that he thought it might be possible to obtain a few examples, but that this level of detail would not normally be provided in the breakdowns provided to leaseholders (in the Section 20 Notice estimate, etc) in view of the administrative costs involved. Mr Ruggins commented that the prices for windows obtained by individual leaseholders (if they installed their own) would also depend to some extent on luck and the different quotations they were able to obtain.

Mr Martin-Clark referred to a list of questions he had prepared (and circulated previously) in relation to these matters. The list contained the following questions:

1. Can we have a diagram of the hypothetical blocks?
2. Which blocks are similar to the hypothetical ones?
3. Can someone from John Rowan Partners (Compliance Team) come and help answer questions?
4. How many dwellings do the windows figures relate to?
5. Why have two identical blocks been chosen (in the tender documents)?
6. Can we have photos of the types of windows being put in?
7. Isn't the schedule of rates drawn from the same sort of 'magic circle' of framework agreement projects as all the rest of it? Where is the market validity of these prices?
8. Please describe the hypothetical projects in layman's terms (e.g. General Building Works, General Mechanical and Electrical and External Cyclical).
9. Does the Schedule of Rates include labour costs?
10. How much is charged back to leaseholders?
11. Please take a typical leaseholder and tell us what the bill would be.
12. How much is administrative costs/survey costs/other overheads?
13. How do you extrapolate to other types of buildings?

❖ **Action point.** Mr Thevanesan said that he would provide Mr Martin-Clark with some more information in relation to the calculation and apportionment of preliminary costs which might be helpful to his understanding of how some of the costs were calculated.

Mr Martin-Clark said he felt sure that would be useful. He then suggested to the Panel that he should talk to the relevant officers in Asset Management, etc to obtain answers to the questions he had posed (in the above list) and give a follow-up talk to them on this subject at the next meeting. This was agreed.

5. Leaseholders' windows - consideration of the requirements in respect of leaseholders applying to install their own windows – Nesan Thevanesan, Head of Home Ownership. Mr Thevanesan started his report by referring to the fact that Homes for Haringey had now approved the proposed policy under which leaseholders would be allowed to install their own windows if HfH did not have firm plans to install them itself. He provided some details regarding the length of time leaseholders would be given in such cases. He explained that he had ascertained from a consideration of the timescales involved that it would probably be possible for leaseholders to install their own windows if they applied at least 22 weeks before the date of issue of the statutory Section 20 Notice for the work. This period of time would be subject to agreement by the Asset Management Department.

Mr Martin-Clark referred to the fact that the Board had agreed to shorten the period of time (prior to the commencement of work) which leaseholders would have in order to install their own windows. Mr Thevanesan replied that this would be “up to the latest practical stage before the start of work on site by our contractors” and this was stated in the report to the Board which had been circulated to Panel Members previously.

Mr Martin-Clark replied that he considered the period shown for obtaining the necessary permissions and the period shown for the leaseholder’s contractor manufacturing the windows could be arranged to take place at more or less the same time rather than the one following the other. Given this was the case the period of time for the applicant could be reduced by up to 7 or 8 weeks, which would give a total period of say 15 weeks before the issue of the Section 20 Estimate.

Ms Brown raised the matter as to what the criteria were proposed in relation to applying for retrospective permission for those leaseholder who had installed their windows in the past (with or without permission).

- ❖ **Action point.** Mr Thevanesan agreed to provide some details about how the policy would be applied with regard to those who wished to apply for permission retrospectively.

6. Application for dispensation to the Leasehold ~Valuation Tribunal - long term agreement in respect of consultancy services for construction works - report from Nesan Thevanesan, Head of Home Ownership. Mr Thevanesan reported that at present the application was on hold. It was probable that it

would not be necessary to apply for the dispensation as had originally been proposed.

7. Booklet – guide to major works and payment options - for leaseholders. Mr Nicholas circulated a summary of the main chapter headings. Mr Thevanesan said that the draft was going to be circulated to senior officers by the end of the week and that it would be circulated shortly afterwards to Panel Members for their comments.

8. Booklet – ‘The actual 2007/8. Mr Thevanesan explained that in accordance with established practice the Home Ownership Team was going to provide an explanatory booklet with the annual actual account which would be sent to all leaseholders in August/September. He said that work on drafting it was nearing the final stage and he would circulate a copy by email shortly. If anyone would like to have a paper copy they should let Mr Nicholas know. He put forward the suggestion that it would be a good idea if a few people could agree to act as a sort of subgroup regarding publications to undertake to read them and let him know if there were any particular issues they felt had not been covered.

9. Annual Leaseholders’ Forum. In view of the fact that Haringey Leaseholders’ Association had arranged their AGM for the 17 September it was agreed to hold the Forum in October.

10. Any other business.

Ms Brown raised the point that the report to the Board did not refer to doors. She said that the policy should refer to both windows and doors in leaseholders’ flats. Mr Thevanesan agreed that the intention clearly was that the policy should apply to both windows and doors.

- ❖ **Action point.** Mr Thevanesan undertook to amend the report on windows and payment options before it was considered by the Council in July.

Mr Martin-Clark raised the matter of Councillor John Bevan’s election to the position of Cabinet Member for Housing (in the Councillor).

- ❖ **Action point.** It was agreed that Mr Martin-Clark should write on behalf of the Panel to Councillor Bevan to congratulate him on his appointment and to invite him to a meeting of the Leasehold Panel.

Mrs Goodhew concluded the meeting by thanking Mr Martin-Clark for his very interesting and constructive presentation and Mr Thevanesan for his very informative reports. She then closed the meeting.