

TOWER HAMLETS COMMUNITY HOUSING

LEASEHOLDERS STEERING GROUP

TUESDAY 15TH APRIL 2008

MINUTES

LSG MEMBERS PRESENT

Christina Chesterman	CC	Chapman Street (LSG Chair)
Abraham David	AD	Luke House
Alison Cochrane	AC	Coburg Dwellings (Vice Chair)
Ares Zaimes	AZ	Cable Street
Mike Meir	MM	Gwilym Maries House
Sven Parker	SP	Barnardo Street
Julie Snell	JS	William Channing House

LSG MEMBERS ABSENT

David Green	DG	Grayling Square
Mass Chefa	MC	Lysander House

OBSERVERS PRESENT

Nicholas Kissen	NK	LEASE
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OFFICERS PRESENT

Harneck Chilemba	HAC	THCH Director of Finance
David Eatwell	DE	THCH Director of Housing
Sheila Bradley	SB	THCH Corporate Admin Manager (Minutes)
Olu Oloruntuyi	OO	THCH Finance Manager – Reporting
Ismail Ali	IA	THCH Leasehold Officer

DISTRIBUTION

All Above +	Maryann Lowry
Michael Tyrrell	Glyn Wiltshire
Peter Exton	Simon Donovan
Compton Gustave	Janis Randall
Elaine Hamilton	Tracey Bellamy
Sirajul Islam	Bridgett Bardwell
Andy Coleborn	Pav Sehmy

1. APOLOGIES FOR ABSENCE

1.1 David Jones – Work Commitment

2. DECLARATIONS OF INTEREST

2.1 None

To allow for the early departure of the representative from LEASE, Item 6 was taken at this point

3. MINUTES OF THE MEETING OF 15TH JANUARY 2008

3.1 The minutes of the meeting of 15th January 2008 were **AGREED** as a true and accurate record.

4. MATTERS ARISING

4.1 4.12.1 Members of the LSG had not received this map (of THCH Estates) as part of the pack and **SB** undertook to supply the map to all LSG following the meeting

SB – A copy of a map showing THCH Estates was sent to LSG Members on 16/01/08

4.2 6.5 MM was surprised that within the recommendations the task of implementing the operational management procedures had been assigned to the Director of Housing and not the Technical Services Director.

4.2.1 6.5.1 He asked how residents would know consultation had taken place. And he felt that consultation would be a waste of time if resident views were not taken into consideration.

4.2.2 6.5.2 DG suggested that Performance Indicators should be put in place when

HAC – Done. This is now included in the recommendations section of the updated report.

the procedures manual was drawn up and HAC added that these should include an evaluation of what changes/improvements had been made as a direct result of the consultation.

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| 4.3 | 6.6 | HAC undertook to forward copies of the full report to those members (DG, DJ, CC, and SP) who had requested a copy. | HAC – Done. |
| 4.4 | 7.1.2 | The Chair requested that either PE or another senior member of the Technical Services Department should attend if there was an item on the Agenda relating to Technical matters. As this was the second meeting in a row that the chair had raised this matter, HAC undertook to speak to the Chief executive regarding this. | HAC – Done. |
| 4.5 | 7.2 | It was requested that a further report on cyclical and planned maintenance showing costings be brought to the quarter one meeting of the LSG. | PE – Report attached. |
| 4.6 | 7.3 | HAC explained that no costings were available at the time that the report was written, and DG asked if expected percentages of the total spend could be given in future when detailed costings were not available. | PE – Report attached. |
| 4.7 | 8.1 | DG reported that he and other residents on the Mansford Estate had experienced great | |

difficulty in getting transparent quotes for replacement windows. He had been told by Apollo, the Major Works Contractor, when they had given him a quote of £8k that they were not allowed to give a breakdown of costs although they had suggested that the cost of scaffolding was included. He was concerned as the cost of scaffolding was to be charged separately and if included would constitute a double charge.

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| 4.7.1 | 8.1.1 | A quote from another installation company was £3.5k cheaper than Apollo's. It was felt that Apollo were making a significant markup on the windows as they should be able to achieve savings by bulk buying. | |
| 4.7.2 | 8.1.2 | It was felt that the general principle should be that leaseholders should be able to buy into all services provided to tenants. | |
| 4.8 | 8.2 | Fiona Cane, Project Manager for the Mansford Scheme would be asked to investigate this matter and respond | PE - reports that better breakdowns have been forwarded to Leaseholders that requested them. |
| 4.9 | 8.3 | With respect to Mansford Estate, MM believed that the report was wrong in stating that planning permission had been granted (item 6.3.1.) This would be checked with PE. | PE - confirms that planning permission has been granted for all Mansford New Build and Refurbishment schemes. |
| 4.9.1 | | MM felt that although Planning Permission may now have been | PE |

granted, it had not been so at the time of the previous report and sought clarification of the date Planning Permission was granted

- 4.10 9.2 HAC spoke to the report; he explained that to date THCH had received 2 enquiries regarding the Right to Manage. One from a resident in Durward Street, which had to be rejected. HAC could not recall the reason for the rejection but he believed it was on a technical point and he undertook to provide that information following the meeting. The other request was at a very early stage, and all information requested to date had been supplied. **HAC** – Done. The application from Durward Street had been rejected as it referred to a house which had been sold freehold
- 4.11 11.1 It was requested that a report on the monitoring of the Horticultural Contract be brought to a future LSG. **PE** - reports that this will be brought later in the year when the contract has been re-tendered.
- 4.11.1 DE explained that the responsibility for Repairs and Maintenance which includes the Horticultural contract had transferred to him following the recent internal re-organisation.
- 4.11.2 The Horticultural contract was among a number of contracts due for re-tendering. The new contracts were due to commence on 1st April 2009 and he was compiling a timetable which would include consultation with residents prior to the contracts being let. Details of the contract would go to LSG, ARB's, JARB etc and opinions sought. **DE**
- 4.12 12.1 DG told the meeting of the bulb planting undertaken by the Nelson gardening Club and asked whether an article could be published regarding this. SB undertook to pass this request to Andy Coleborn, the THCH Policy & Communication Manager, who edits the newsletter. **SB** – An article on this topic appeared in the January edition of "Update" which was distributed to residents during the week after the meeting.

ITEM 3

- 4.13 13.2 AZ requested that a representative from LEASE be invited to the next LSG to give a presentation on collective enfranchisement. AZ agreed to provide the contact details of the person he had already been talking to on this subject and SB undertook to invite this gentleman to the LSG scheduled for 15th April 2008.
- 4.14 14.1 AD reported a problem with water pooling by the rubbish chute on the 18th floor of Luke House during inclement weather. Although this had been inspected in the past, the problem had not been resolved. SB undertook to bring this matter to the attention of the Repairs and Maintenance Manager.
- SB – invited Nicholas Kissen of LEASE to give a presentation to the next LSG on 15/04/08. Mr. Kissen had kindly agreed to attend.**
- SB – This matter was passed on to Glyn Wiltshire, THCH Repairs & Maintenance Manager on 16/01/08**

5. CHAIRS ACTION

- 5.1 None

6. COLLECTIVE ENFRANCHISEMENT – A PRESENTATION BY LEASE

- 6.1 A presentation was given by Nicholas Kissen (NK) from LEASE, this explained the formation and current remit of LEASE as well as information on Collective Enfranchisement.
- 6.1.1 NK responded to a number of questions from Leaseholders, and encouraged them to visit the LEASE website www.lease-advice.org if they had any further queries.
- 6.2 NK expressed his thanks at being invited to address the meeting and explained that he or his colleagues would be willing to attend on other occasions if requested.

7. REFURBISHMENT PROGRAMME UPDATE

7.1 The Leaseholders Steering Group **NOTED** the progress:

7.1.1 In the refurbishment of the transferred estates.

7.1.2 Of the new build on each of the transferred estates

8. FORMAT OF SERVICE CHARGES STATEMENTS & ACCOUNTS

8.1 OO spoke to the report and explained that the format of the statements and accounts had come about by a combination of previous suggestions and requests by the Leaseholders Steering Group and THCH's obligation to meet statutory requirements.

8.2 JS enquired whether there was a fuller version of the Auditors report available and AZ enquired how the Audit took place.

8.2.1 HAC explained that a full Audit report was produced by the Auditors following the Audit. The Auditors looked at the underlying accounts for each block and examined in depth sample transactions on all blocks.

8.2.2 The accounts were inspected for both accuracy and to ensure that THCH's interpretation of accounting rules was correct. All expenditure had to be supported by invoices or other relevant documentation.

8.3 A discussion ensued regarding the clarity and usefulness to Leaseholders of some of the documents provided particularly the Certificate of Total Expenditure for all Leaseholders (appendix 3)

8.3.1 It was explained that THCH had a statutory requirement to produce the document in this format, however it was agreed that amendments could be made to the notes to provide further clarification for Leaseholders, particularly in respect of deficits and surpluses. **HAC**

8.4 The Leaseholders Steering Group also **NOTED** that the formats are subject to further statutory changes possibly as early as next year.

9. OUTSTANDING ACTIONS

9.1 The Leaseholder Steering Group **NOTED** the action outstanding as outlined in section four of the report.

- 9.2 The LSG confirmed that actions 5, 6, 7 and 9 as detailed at section four of the report are now complete and should be removed from the report. **SB**
- 9.3 The report should be further amended to show that responsibility for action 8 is now the responsibility of the DoH following the internal reorganisation. **SB**
- 9.4 DE undertook to expedite completion of actions 1 and 2 as detailed at section four of the report. **DE**

10. MINOR WORKS PROGRAMME 2008/09

- 10.1 The DoH spoke to the report. He explained that the report listed the schemes recommended by the ARBs which had been referred to the Technical Services Committee and a further three schemes which would go to the Service delivery Committee for approval on 8th May 2008
- 10.2. The Planned and Cyclical programme was explained, the DoH was preparing a schedule showing monthly expenditure which would be monitored quarterly.
- 10.2.1 SP was concerned over possible costs of works, and DE confirmed that formal consultation would be conducted for Qualifying Works, a schedule of which would be compiled by the DoH.
- 10.2.2 Although the painting programme was fairly small for this financial year, it would increase in coming years, when more blocks would be due for repainting.
- 10.2.3 JS enquired when William Channing House would be painted internally. DE explained that this would initially form part of the major refurbishment works, this year or next year and would then be repainted every 5-7years depending on the construction of the block. JS was concerned that the promised works had not commenced and DE undertook to clarify the start date for the refurbishment works to her block. **DE**
- 10.2.4 AD enquired what was the scope of the deep clean work listed in the cyclical maintenance programme. DE explained that this was to remove ingrained grease and dirt and it was expected the work would be done by external contractors using high pressure steam.
- 10.2.5 AD felt that there was a need for more permanent cleaners as when cleaners were away sick or on leave cleaning did not get

done. DE explained that temporary staff were engaged for planned absences such as leave, although this was not always possible for periods of short term sickness. AD was also concerned about the standard of cleaning provided by temporary staff.

10.2.6 AC reported a problem with spiders nests at ceiling level in her block not being removed and DE undertook to bring this matter to the attention of the area Cleaning Supervisor. **DE**

10.2.7 AZ suggested that a cleaning calendar should be displayed in each block, although some Leaseholders felt this would be vandalised.

10.2.8 JS was very disappointed with the current Horticulture contract and it was explained that this was a problem that had been discussed at Committee level. She asked whether the contractor could be asked to attend a residents meeting to explain the poor performance. DE explained that although he would certainly ask, there was no compulsion for them to attend and even if they did they could possibly respond that the works required were not in the current contract. **DE**

10.2.9 The contract was due to be re-tendered this financial year as detailed previously and a variety of options were being investigated. A report on this would be produced for the next LSG. **DE**

10.3 AZ felt that there was a legal responsibility for THCH to formally consult with leaseholders before re-tendering any contracts, but DE responded that was not the case and this only applied to Qualifying Works or Qualifying Long Term Agreements.

11. FUTURE AGENDA ITEMS

11.1 MM was very concerned that he had identified a potential breach of the terms of his lease in relation to the major works, but it was agreed that this would be more appropriately dealt with on a personal basis by the DoH **DE**

11.2 Due to the short notice period given, it was not possible to include the Agenda item on Electrical Maintenance and Sourcing of Components requested by SP at this meeting. Following a discussion as the best way forward, it was agreed that DE would liaise directly with SP. **DE**

11.3 In response to an enquiry from JS, it was explained that requests for items to be included on an Agenda for the LSG should be received by SB no later than two weeks prior to each meeting.

12. ARTICLES FOR THCH RESIDENTS NEWSLETTER

12.1 JS stated that an article on the risks posed by pigeons, squirrels, foxes etc. would be welcomed. **AC**

13. ANY OTHER BUSINESS

13.1 AZ remained unhappy with the geographical area he was charged for under the Horticultural charges section of his service charges. He had pursued this matter through the THCH Formal Complaints procedure although the Housing Ombudsman would not investigate this matter, they had referred him to the Leaseholders Valuation Tribunal. He did not wish to pursue this route at present and asked that this would form part of the consultation that DE would conduct prior to re-tendering the contract.

13.1.1 DE replied that it would not be appropriate for this matter to form part of the consultation as each leaseholder was responsible for the area detailed in their individual lease. This varied by individual lease and he referred AZ to his Lease for further information. This was confirmed by other leaseholders present.

13.2 HAC informed LSG members of the Audit Commission short notice inspection that would be undertaken from 22/04/08 – 24/04/08 and explained that THCH had been asked to supply names of both active and non-active leaseholders who may then be contacted by the Inspectors to take part in a Focus group next week.

14. ANY OTHER BUSINESS (WITHOUT OFFICERS PRESENT)

14.1 None

There being no further matters to discuss, the meeting closed at 8.50pm

Signed.....

Dated.....