

TOWER HAMLETS COMMUNITY HOUSING

LEASEHOLDERS STEERING GROUP

TUESDAY 21ST OCTOBER 2008

MINUTES

LSG MEMBERS PRESENT

Christina Chesterman	CC	Chapman Street (LSG Chair)
Alison Cochrane	AC	Coburg Dwellings (Vice Chair)
Ares Zaimes	AZ	Cable Street
Mike Meir	MM	Gwilym Maries House
Mass Chefa	MC	Lysander House
David Jones	DJ	Luke House
Sven Parker	SP	Barnardo Street

LSG MEMBERS ABSENT

David Green	DG	Grayling Square
Julie Snell	JS	William Channing House

OFFICERS PRESENT

Harneck Chilemba	HAC	THCH Director of Finance
David Eatwell	DE	THCH Director of Housing
Justice Allotey	JA	THCH Financial Controller
Sheila Bradley	SB	THCH Corporate Admin Manager (Minutes)

DISTRIBUTION

All Above +	Maryann Lowry
Michael Tyrrell	Glyn Wiltshire
Peter Exton	Ismail Ali
Compton Gustave	Masood Hussain
Elaine Hamilton	Tracey Bellamy
Sirajul Islam	Bridgett Bardwell
Andy Coleborn	Pav Sehmbly

1. APOLOGIES FOR ABSENCE

1.1 Abraham David – not able to attend due to a religious festival

2. DECLARATIONS OF INTEREST

2.1 None

3. MINUTES OF THE MEETING OF 15TH JULY 2008

3.1 The minutes of the meeting of 21st July 2008 were **AGREED** as a true and accurate record.

4. MATTERS ARISING

4.1 7.2.4 DE had spoken to the Tower Hamlets Community Credit Union in respect of low cost loans and he had been informed that the Credit Union would expect to have some form of relationship with a resident before they could offer loan facilities. It was suggested that contact should be made with LBTH to try to ascertain the outcome of their meeting with the Credit Union. **DE -**
No progress has been made on this point.

4.2 10.2 The LSG confirmed that actions 6, 8 and 9 as detailed at section four of the report are now complete and should be removed from the report. **SB -** These items have been removed from the report.

4.3 12.3 DE explained that he still needed to resolve with THCH's legal advisors the question of the level of repairs that THCH could offer to leaseholders as there may be legal implications in regards to THCH's charitable status. **DE -**
We await a response from THCH advisors.

4.3.1 MM enquired whether it would be possible for the works to be done by THCH New Homes on commercial lines, as they would then be a contractor to THCH. HAC explained that this would be subject to the Articles & Memorandums of THCH New Homes.

4.4 12.5 DE explained that he was still checking all details of the handbook and it had been suggested that it should be professionally proofread, although he was concerned that if the document was edited for the crystal mark some of the legal elements of the contents may be lost. **DE -** The printing company provided a proof reading service.

4.5 12.6 DE informed the meeting that a new Shared Ownership handbook was to be written and distributed and the THCH tenant's handbook sent to private tenants. **DE -**
The Shared Ownership handbook has

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been drafted.

- 4.6 12.7 It was felt that the constitution of the LSG needed to clarify the position regarding Shared Ownership residents, although DE pointed out that legally they were considered leaseholders. It was, therefore, suggested that the constitution may need to be revisited. **HAC** – Noted as a point forward for the next review of the constitution.
- 4.7 12.8 MM made the following observations:-
- 12.8.1 Page 9 – he felt that it was not necessarily true that THCH must maintain window frames and doors. DE agreed to amend this. **DE** – We have amended the Handbook for this accordingly.
- 4.7.1 DE clarified that the handbook would make it clear that the obligation to repair window frames and doors would depend on the terms of individual leases.
- 4.7.2 MC had reported a problem with his windows to the CHO and had been told it would be his obligation to arrange the repairs, he did not feel this was correct. DE undertook to check the terms of his lease and clarify this for MC **DE**
- 12.8.2 Page 17 –getting proof - he was concerned that this may constitute a possible breach of the Data Protection Act and DE agreed to revisit this. **DE** – We have amended the Handbook for this accordingly.
- 12.8.3 Page 19 – last paragraph - change to “.....contacting the Finance Department”. **DE** – We have amended the Handbook for this accordingly.
- 12.8.4 Page 20 – By post - last sentence – should advise cash should not be sent through the post. **DE** – We have amended the Handbook for this accordingly.
- 12.8.5 Page 27 – second paragraph – move to section14 Getting Involved **DE** – We have amended the Handbook for this accordingly.
- 12.8.6 Page 30 – no information regarding **DE** – We have

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informal complaints is given

amended the Handbook for this accordingly.

4.8 15.2 It was requested that title of this Agenda item be amended in future to “Articles for Update” for clarity. **SB** - The title has been amended.

4.9 16.2 AD asked for an update on the deep cleaning of stairs which had been discussed at previous meetings.

16.2.3 DE confirmed that orders for the works would be issued in the near future **DE** - The work at Luke House has been completed.

4.9.1 The term “deep clean” was clarified by DE, who reported that there had been mixed responses to the effectiveness of the works.

4.10 16.3 AD reported water pooling on the 18th floor of Luke House. This had been previously reported but still persisted and he was concerned about safety. This would be referred again to Maintenance Manager, Glyn Wiltshire. **DE** - This matter has been referred to the R&M team.

4.11 MM enquired whether the timeframe given at the last meeting (13.1.2) for the Maintenance term Contracts had been optimistic?

4.11.1 DE responded that although he was still waiting for the Housing Corporation revised schedule of rates, some slippage had been allowed for in the timetable. It was still on track although now was “tight”

5. CHAIRS ACTION

5.1 None

6. COMPLAINTS & MEMBERS ENQUIRIES – ANNUAL REPORT

6.1 The LSG **NOTED** the Annual Complaints & Members Enquiries Report

6.2 DE informed the meeting that LBTH had requested that THCH consider amending their Members Enquiries policy to allow for a 10 day response time. This matter would be considered at

the Service Delivery Committee scheduled for 13th November 2008.

7. VARIABLE SERVICE CHARGES POLICY

7.1 JA spoke to the report, highlighting that the only changes were those that had been caused by the restructuring of the Finance team. Apart from title changes, tasks which had previously been the responsibility of the Management Accountant were now the function of the Service Charge Accountant.

7.1.1 The LSG **NOTED** the Variable Service Charges Policy.

7.2 SP asked for clarification on who within the organisation could make a decision on whether any changes to charges levied could be made. HAC responded that if an accounting error was found JA would be able to make any necessary adjustment.

7.2.1 DE reminded SP that all quality of service issues should be dealt with by the CHO.

7.3 CC was concerned that there had been a large increase in the amount charged for bulk refuse removal on her Actual Service Charge statement for 2007/08. She felt that a large amount of this charge was brought about by absentee landlords having frequent changes to tenants resulting in dumping of furniture etc. on the estates which resulted in increased charges.

7.3.1 DE responded that THCH tried a number of methods to minimise dumping on the estates, the free bulk refuse collection service provided by LBTH was regularly publicised in Update, the Private Tenants handbook produced by THCH also explained the service and THCH also offered to collect and therefore charge for disposal if it had to do the clearance. He further explained that THCH were negotiating with LBTH for a reduction in tipping charges.

7.4 CC was also concerned that although four houses had subsequently been built adjacent to her block, charges were still being divided by the original ten residents and not altered to reflect the additional properties.

7.4.1 HAC explained that it was not usual for houses to attract service charges but DE explained that in future any similarly positioned properties could have service charges written into their sale agreement.

8. MANSFORD & AVEBURY EAST REFURBISHMENT PROGRAMME

8.1 DE spoke to the report and explained that the internal refurbishment works were now almost complete with the programme for external works due for completion in April 2009.

8.2 The LSG **NOTED** the progress:

8.2.1 in the refurbishment of the transferred estates.

8.2.2 of the new build on the transferred estates.

9. OUTSTANDING ACTIONS

9.1 DE explained to the meeting that in respect of the request for the display of cleaning calendars, the Service Delivery Committee had made the decision not to erect notice boards in unmanaged blocks as they felt that they would attract vandalism .

9.1.1 A discussion ensued where some members of the LSG were strongly in favour, and others strongly against, the provision of cleaning calendars. DE explained that he was prepared to investigate the matter but perhaps it may be more useful to provide information on standards instead.

9.1.2 It was agreed that any problems regarding the quality of cleaning should be reported to the relevant Community Housing Office. If matters could not be resolved, formal complaints could be made, although in the past THCH had received very few complaints regarding the standard of block cleaning.

10. MINOR WORKS PROGRAMME 2008/09

10.1 DE spoke to the report and explained that the drawings provided for the works to Lysander House and Hobsons Place had not been to the standard required and were being redone.

10.1.1 Once the artist's impression drawings were available, further consultation sessions would be arranged. It was hoped that these would be before the end of October, notice would be given and the drop-in sessions would be as accessible as practically possible with either an early evening or weekend session.

11. FUTURE AGENDA ITEMS

- 11.1 HAC spoke to the report and drew LSG members' attention to the list of potential topics for future discussion.
- 11.1.1 Variation of Leases: – legal issues. It was explained to the LSG that leases cannot be varied without the permission of the individual leaseholder. MM had several concerns over both information given at a Mansford Forum that leases could be varied and the issue of whether leases had been varied historically by LBTH by their failure to perform repairs and maintenance. He was also concerned that his lease had been affected by the building of property adjacent to his home which effected access.
- 11.1.2 DE undertook to look into this matter and respond in writing to MM's concerns. **DE -**
- 11.1.3 Although AZ felt that leases had been varied as leaseholders had been excluded from the "Housing Choice" decision process, DE explained that the voting process had been set by statute and was neither a variation to the lease nor an action that THCH had any control over.
- 11.1.4 LSG decided that a report on Variation of Leases:– legal issues was no longer required.
- 11.2 Administration & Housing Management Charges: – review. LSG decided that this report should be brought to the LSG when these charges were due for review.
- 11.3 Services & Service Charge definitions: – for info and discussion. This was not required as a report on this subject had already been to LSG recently.
- 11.4 Service Charge Arrears: – for info & discussion. LSG members requested that this report be brought to LSG annually with personal details of individuals in arrears removed.
- 11.5 Major Repairs Payment options – for info & discussion. LSG members requested that this report be brought to LSG annually.
- 11.6 Lease types & implications for leasehold management – for info. LSG decided that no further report on this subject was required.

- 11.6.1 Leases were available to view on the THCH website, but leaseholders would need to know which lease they had.
- 11.7 Commonhold & Leasehold Reform Act 2002 – for discussion. This report should be brought to the LSG during the coming year.
- 11.8 HAC thanked members for their thoughts on the future agenda items. He would update the report accordingly but asked that should any members have further suggestions they should contact him. **HAC -**

12. ARTICLES FOR THCH NEWSLETTER

- 12.1 SB apologised that the title of this item, which LSG had requested be changed to “Articles for Update” although changed by her for this meetings Agenda, had been changed back in error. She undertook to liaise with the DoF’s PA to ensure that the requested amendment be made for subsequent meetings. **SB -**

13. SERVICE GUARANTEE

- 13.1 DE apologised that the report had not been included with the other papers and was being tabled. He appreciated that LSG members would not have been able to read the report and asked that they send their individual responses to him following the meeting before the middle of the first week of November. The revised Service Guarantee would go to the Board for decision in December 2008.
- 13.2 The Service Guarantee was due to be reviewed in July 2009 but the recent Audit Commission Inspection had suggested that THCH reviewed the Guarantee earlier.
- 13.2.1 DE went through the section on Leasehold Management in some detail, he explained that as THCH did more than was generally required, the Service Standards should show this to ensure leaseholders knew what to expect.
- 13.3 The LSG **NOTED** the report on the Service Guarantee.

14. ANY OTHER BUSINESS

- 14.1 MM enquired why he and other Leaseholders in his block had received an invoice for £233 television aerial provision included with his Service charge invoice? The only explanation of this charge had been a reference to a

Mansford Forum Newsletter which had told residents that this charge would be levied. He felt that a letter of explanation would have been more appropriate.

- 14.1.1 DE agreed that a letter of explanation would have been more courteous.
- 14.2 It was suggested that a half page document on leaseholders' legal requirements should be included in the Service Charge pack.
- 14.3 AZ enquired whether THCH Board minutes were available to leaseholders. SB replied that minutes of Board meetings, and all THCH Committees - including LSG, were available via the THCH website. SB offered that any LSG members who did not have access to the internet could be sent the minutes by post if they contacted her.

15. ANY OTHER BUSINESS (WITHOUT OFFICERS PRESENT)

- 15.1 None

16. DATE OF NEXT MEETING

- 16.1 Tuesday 20th January 2008.

There being no other business to discuss, the meeting closed at 8.15pm

Signed.....

Dated.....