

Appendix C

SUMMARY OF OBSERVATIONS MADE IN RESPONSE TO NOTICE OF INTENTION DATED 04.09.2020:

Observations in relation to the following was received from ten leaseholders on Turner Avenue Estate;

- Given the duty of care Homes for Haringey owes to the private leaseholders under the provisions of the lease but also the wider duty you owe to the residents of the borough, this is an issue that Homes for Haringey will need to address very seriously. You will note that a number of the residents of the Estate are considered 'high risk' of COVID and many are from a black and ethnic minority background – given we are in the midst of a pandemic, which has a disproportionate effect on these categories of people, the possibility of having contractors accessing all parts of the building in the near future is a very serious concern. Please provide your evidence-based rationale on the health and distress of residents this respect.

Response - - *With respect of the ongoing Covid-19 situation, we do acknowledge the associated risks. It is important we continually monitor each project for progress of works and Covid-19 symptoms, both from residents and any site staff or operatives. This will be done in conjunction with the Government advice and status. This specific project was tendered pre-Covid-19, however the contractor will still be required to incorporate the advice of CLC Site Operating Procedures Guidance V5, as well as Public Health England [PHE] Guidelines with specific reference to 'working safely in other people's homes, guidance for employers, employees and the self-employed'.*

The Contractor will be responsible for communicating with residents to arrange access. We would anticipate a detailed strategy for managing and liaison for Covid-19 will be issued prior to commencement on site. We cannot confirm precise arrangements at this time, but we would anticipate the following;

There will be no internal access to resident's property before contacting them for an update on their current health status. The Contractor will seek to work with each household to ensure no undue risk is placed on any resident or site operative.

The contractor will communicate with households prior to arrival, and on arrival, to ensure the household understands the social distancing and hygiene measures that should be followed once work has commenced.

A 2m distance should be kept from those working, if possible. Households will be asked to leave all internal doors open to minimise contact with door handles.

There will be a limited number of workers within a confined space to maintain social distancing. The same workers will be allocated to a household where jobs are repetitive.

- Government Funding for estate works provide the total government funding for the proposed works.

Response - *We are not aware of the funding referred too for estate works. The External Major Works proposed for Turner Avenue Estate are being funded by the Council.*

- To provide a response to the poverty-inducement of the works on leaseholders

Response - *Please be advised that the notice received are estimates. At this particular point it is difficult to determine the volume of the element of works to be carried out to each building until works commence on site and are completed. The invoicing will determine the financial contribution of each leaseholder. Attached for your perusal is the Payment Options on offer.*

- Should it be considered that some of the work is essential, why have all the major works been put together in a single plan? It is the extent of the works and the sum attributable to the work that makes this situation so difficult for private leaseholders

Response – *The works being proposed are essential works. Turner Avenue Estate was taken out of the Decent Homes programme pending consideration of alternative options for meeting the investment needs of the estate. This included a potential transfer to a Registered Social Landlord or redevelopment. During this period, essential repairs and maintenance works only were undertaken to the estate.*

- Please provide your evidence-based rationale for cancelling minor works, except for emergencies, but continuing with major works at his present time

Response - *The works advised in the notice sent to leaseholders are not carried out under Day to Day Repairs. If the number that has been contacted is the Repairs number during the COVID period this will most likely be the message in terms of repairs that can be carried out*

- The majority of the items listed appear obligations of the Freeholder and not part of Leaseholder obligations, as a result it appears that they should not be billed to Leaseholders in this major work estimate

Response - *The works identified in the Notice come under the external and/or communal parts of the building which the freeholder has responsibility for and which they need to maintain. As such as per the terms of the lease the costs of these works can be charged to leaseholders who will pay a proportional cost*

- Indeed, some of the work detailed is maintenance work already covered by the service charges so there appears to be an element of double billing. Examples include, but are not exclusive of, playground upkeep, upkeep of gardens, internal decorations, pointing and balcony maintenance

Response - *I am not aware of any of the works in the Notice which are chargeable under the day to day service charge. These are one-off works and this is not double-billing. The estate works in the play area relate to replacement and upgrading of obsolete equipment in the play area. The charge for this in the day to day service charge will only relate to its maintenance. The internal decorations refer to internal communal decorations which is the communal area within the building. Pointing & balcony maintenance are not part of the day to day charge*

- We have already requested (see Appendix 1) a full inventory and details of all maintenance work covered by services charges over the last two-years, as well as copies of the tenders (see Appendix 2), and full rationale of

Response - *If individual leaseholders require a breakdown of the day to day repairs to the building these can be provided on request. There are 4 blocks in Turner Avenue and these are 1-23 (odd), 25-51, 2-56 (even) and 53-83 (odd). Day to Day repairs to each of these blocks will differ and request by any leaseholder for these charges will be provided individually to them.*

- **After following up on 20 August 2020, we were informed that “Leasehold Services has requested for the tenders to be made available for you to view and they will either contact you directly or via me. I have mentioned to Leasehold Services that your response time will need to be extended in order for you to allow you sufficient time to view the documents etc” (Appendix 3). Please provide all this above-outlined information so we can respond to this aspect of the Notification of Estimates**

Response - *The Leasehold services team met with the leaseholder at 65 Turner Avenue recently and the tenders has been sent to them by email*

- As we ascertain there has been a gross lack of maintenance works (except for mowing of the lawn space) as per the responsibility of the Freeholder outlined in our leases under clause 5 or 3 (depending on the lease), we suggest that Homes for Haringey has run down the estate over decades and is in breach of the lease and, thus, should not charge leaseholders for several

of the works outlined in the major work estimate (including, but not exclusive of, building work items 6, 7, 9,10, 11, 12, 13, 14, 15 and Estate work items: 2, 3, 9, 10)

Response - *The items of works identified as you have listed above have been identified by the Asset Management Team to be done to bring the buildings within the estate up to the required standard. Not to carry out these works would amount to neglect of duty and our responsibilities to our residents.*

- We understand that there may be possible need for the roofing on some blocks to be reviewed and considered for repairs. As such, we require viewing of the detailed assessment(s) documentation that has been completed in order to determine this major works estimate and any other assessments completed in this respect over the past five years

Response- *the flat roofing works, the roof is beyond repair and at the end of its serviceable life, therefore full recovering is planned.*

As part of the development of our technical proposals, the roof area have been surveyed by a specialist and core samples taken of the existing flat roof build up. It was determined the existing insulation is very poor.

The flat roofs have been patch repaired several times. A new roof covering, along with double glazed windows, will greatly improve the thermal efficiency of the buildings and allow a reduction in energy costs.

Please see attached copy of the roof survey reports and condition survey

- Replacement windows have been included on the Notification of Estimates, notwithstanding that some of the windows have already been replaced, the relevant Leaseholders having sought and obtained your express written consent under clause 4(13) or 2(13) of our leases. This means that some Leaseholders have covered the administrative cost for the provision of Homes for Haringey's consent, acted entirely in accordance with the provisions of the lease and are now being required to pay twice for the same work

Response - *Where leaseholders have obtained permission to replace their windows, these may have to be inspected to determine their status. Decisions on these will be taken on a case by case basis*

- We understand that there have been no changes in fire risk or safety requirements for windows determined by the government that would affect Turner Avenue Estate. Furthermore, for Leaseholders who have obtained replacement windows, there is no evidence of fire or safety assessments done on the windows nor information requested to the leaseholders on the construction of the replacement windows in order to make any up-to-date safety assessments, and your letter dated 16 June 2020 (Appendix 4) states that changing for replacement windows will be done on a "case-by-case basis". Yet we have all been charged for new windows. Therefore, please

explain your evidence-based rationale and the cost-benefit analysis on Leaseholders in this respect

Response - *Please be aware that the cost on the notice is an estimate. Where permission has obtained the windows are still required to be inspected to determine if they meet fire safety requirements and as you alluded to above, these will be taken on a case-by-case basis*

- Please outline all changes to government safety requirements in both respects that warrants another fire and asbestos assessment to be done so soon after the previous

Response - Fire Safety: *We are responsible for assessing all internal common parts owned by Haringey as the landlord. The frequency of our assessments is subject to the requirements of the Regulatory Reform (Fire Safety) Order 2005. Re-inspections are carried out between 1-3 years depending on the risk rating, and within a tolerance of + or – 1 month of the anniversary date. The review dates are a recommendation and not a legal requirement.*

Asbestos: *We are responsible for assessing all common parts owned by Haringey as the landlord. The frequency of our assessments depends on if asbestos materials are present and the type of materials they are. The frequency ranges between 1-3 years. Review dates are a recommendation and not a legal requirement. If works are planned before the recommended review date, the latest data will be reviewed and a new 'site specific' survey may be carried out to safeguard workers, under the Control of Asbestos Regulations 2012, the Health & Safety at Work, etc Act 1974, and the Management of Health & Safety at Work Regulations 1999.*

A copy of the Fire Risk Assessment done in 2019 will be emailed to you. We did not do an asbestos survey in 2019, so a copy of the latest one, done in 2020 will be provided.

Dates of Fire Risk Assessments in last 10 years: 18/06/2019, 09/06/2016, 23/07/2013, 14/06/2011

Dates of Asbestos surveys in last 10 years: 20/01/2020, 04/11/2016

- We are of the understanding that the assessment for these quotes were done over eight-months ago. As such, we challenge the validity of the costing as the cost of building works fluctuates frequently in normal times. Given this and the global pandemic and recession meaning we are in unprecedented times socio-economically, we suggest that these estimated costings are no longer valid.

Response - *We realise in the works would be delayed in the wake of COVID 19 and as such we requested for all of the tenderers to extend the validity period to December 2020.*

- .Next Steps

In order for Leaseholders to adequately compose a response to this Notification of Estimates, please note that a series of queries was emailed to Homes for Haringey (Appendix 1), but we have neither received acknowledgment of this request nor a formal response to it

Response - *Unfortunately, we are not aware of any other observation received as a group after the issue of the current notice. Individual leaseholders are free to contact the Leasehold Services Team directly if they have observations regarding the proposed works.*

- As a result of this, and all the above, we demand that these works are halted and a updated review is held in conjunction with Turner Avenue Estate residents to determine the best way to move forward so that we – together – can improve the estate without plunging Leaseholders into deep poverty for the remainder of their lives.

Response - *Please refer to the reply in item 1.3*