

NORWICH LEASEHOLDERS' ASSOCIATION

Minutes NLA General Meeting

Wednesday 14th September 2005, City Hall at 7.30pm

1. Present:

Leaseholders and leaseholder representatives (35 attendees signed in)
NLA Committee: Ken Leggett, Nick Turner, Pauline Walton, Paul Pearce, Lorna Kirk
Executive Member for Housing: Hereward Cooke
Council Officers: Lynda Peacock, Charles Thurston, Jonathan Smith

2. Apologies from Committee Members – Richard Essex, Brian May, Ian Docking, Chris Land, Barbara James, Paul Sutton

3. Minutes of meeting held on 7th June 2005 – were approved

4. Matters arising not on the agenda –

- a. The Leader of the Council has now signed the Partnership Compact
- b. Clarification of the “ five year rule” is in the attached statement.

5. David Goode, Practice Director, NPS Property Consultants Ltd

- David presented progress so far on the reconstruction of the Citycare contracts
- a. Contracts F, G and K are all being restructured and modernised to obtain best value for money, and to work using an open-book basis. Under the open book process, all documents will be open for inspection and audit by the City Council's authorised officers.
 - b. Leaseholders should note that Council contracts will have long warranty periods which will mean **prices being in the mid-range, not necessarily at the lower end on every occasion.**
 - c. Citycare and Norwich City Council are in the process of organizational restructure to improve the service and relationship with tenants and leaseholders.
 - d. A new contract is planned to be awarded in February 2006, after various consultations with tenants and leaseholders over the contractor shortlist.

6. Quarterly Report against Manifesto

a. Leaseholder Issues (formerly “ Forum Issues”)

i. North Park Avenue

Mr Matthews expressed a further complaint over customer care. **Charles Thurston** agreed to look into the problem where elderly residents and others had received final warning notices within the grace period of two months (due up on Mon 19Sep05). He was particularly concerned that this might have been the only warning received.

Mr Ringwood re-stated the over-charging case for North Park Avenue and explained that a good number of quality estimates came in at almost half the Council's charge. It is presumed that this will be presented to a Leaseholder Valuation Tribunal for a formal ruling.

ii. Other Issues

Most outstanding issues are being held up by reason of the need for further information. NLA will add to the list any issue which they feel is of particular interest from a general point of view, and may escalate because of poor customer care on some occasions.

It was emphasised that the NLA can ensure that issues are properly heard by the Council. Once we judge that an issue is being properly handled (either by being resolved or through the LVT process), then our primary interest is the general learning point for all leaseholders.

Members were requested to comment on general issues and to use an individual case to illustrate an example.

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- iii. **Courtesy**

Many leaseholders feel seriously frustrated over their past experiences in raising queries with the Council, and this is understandable. However, Lynda Peacock asked us to try to remain polite, especially now that they have promised to make significant changes
- b. **Strategic Housing Options**

Leaseholders were involved in every stage of the consultation on the vital issue of whether or not the Council should retain ownership and control of the housing stock. We were satisfied that the process of consulting was properly and rigorously carried out. Leaseholders were able to make significant changes to the final customer surveys so that our views and choices would be properly taken into account.

The results of the tenant/leaseholder research were overwhelmingly (87%) in favour of staying with the Council, and NCC has voted for this decision. Leaseholders mirrored the overall results in almost every area deciding by a margin of 80/20 to retain NCC as their Landlord.

The NLA role now is to ensure that we are fully involved in the process of allocating contracts for all new works so that leaseholders obtain best value for money.
- c. **Citycare Interim Works**

Over the past few weeks there seem to have been some positive moves for leaseholders concerning improvement, repair and maintenance contracts. However, Paul Pearce and Ian Docking still feel that leaseholders are on some occasions taking second place to tenants and also to the Council's own objectives.

However, for the future, Paul and Ian are hopeful that Norwich leaseholders, City Council and NPS will be able to work on a partnership which will allow leaseholders to be treated with respect and fairness rather than forcing solutions which are more convenient or simpler for the Council.
- d. **Charging Apportionment** – Pauline Walton explained that work so far has shown that a simple solution would be too unfair and so the Committee has asked Charles Thurston to draft a fairer system based on number of bedrooms.
- e. **Leaseholder Communication** – Jonathan Smith offered training places for courses related to committee work.

7. Financial Report.

Our initial setting up grant from NCC was £653.00 paid on inauguration in March this year. We have been frugal in our spending with expenses so far being limited entirely to "out of pocket" spending by committee members. The Treasurer told the meeting that he believes the claims submitted so far do not fully reflect committee members spending and he will be encouraging them to ensure they are not subsidising the NLA by undercharging.

8. Date of next General Meeting: Tue 6th Dec 05: 7.30pm Council Chambers

9. Any other business – none

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Section 125 Notices: Estimated Costs Works

Section 125 of the Housing Act 1985 restricts the charges that can be passed on to leaseholders who acquire their lease under the Right to Buy.

During the initial period (5 year reference period), a leaseholder is not required to pay any more in respect of repair works which are not itemised in the Section 125 notice than the amount shown as the estimated annual average amount in that notice together with an inflation allowance.

In practice this means that once a person is out of their reference period they will pay full costs and a neighbour who brought the property after them will be restricted to the estimate on their section 125 notice.

The initial period is attached to the lease not the owner, however if the property is sold within 5 years under the new housing bill or 3 years under the old act a proportion of the discount will need to be repaid.

Statement provided by Charles Thurston on 14th September 2005