

**Haringey Leaseholders' Association  
Committee Meeting  
Meeting held on Thursday 30 January 2014 at the Civic Centre**

In attendance

**Committee:**

Sue Brown (Chair) (SB)

Rita Batzias (RB)

Nick Martin-Clark (Secretary) (NMC)

Lukie Hewat (LH)

Tome Moniz (TM)

Peter Gilbert (PG)

Charlie Howard (CH)

Anne Gibson (Treasurer) (AG) (arrived while members were reading PH's statement of 30 January)

Apologies from Phil Hettiarachi (PH)

The meeting was opened by Sue Brown at 19:07

**Minute-taker**

PG agreed to take the minutes of the meeting as NMC would be presenting the case for believing that PH had been guilty of serious misconduct.

**Kate Worley**

The Chair reported that Kate Worley had resigned from the Committee, despite her attempts to dissuade Kate. She had advised Kate that she would be able to return if she changed her mind.

**PH's Statement**

LH circulated to members a statement in which PH disputed the written case that NMC had circulated. Members read this.

The Chair commented that she did not know what PH meant by paragraph 14 of his statement in which he had said that HLA was using its HfH recognition status to make false allegations against [him]. She said that that was not true, and the fact that HLA was recognised had nothing to do with the case against PH.

AG said that she had not had a chance to read NMC's statement and the supporting papers. NMC said that he had done his level best to give members the information that they needed as soon as possible. CH and PG said that they had been able at least to skim the documents.

SB commented on PH's request for a copy of the latest retrospective agreement with the solicitors acting for her and NMC by saying that he had no right to see it. In reply to LH's question why the agreement was private, she repeated that it was a private agreement between them and the solicitors. She added that she and NMC were bearing the whole cost of the action, and that HLA was not liable for any cost. They had said to the Judge in court that if they lost the case they would make the full payment themselves. HLA had never had any liability for any of the expenses.

LH asked what would happen if NMC and SB could not pay the full costs. NMC said that, after PH had asked him whether he had enough money to make good a potential full claim, in order to show PH that he had the funds he had transferred [redacted] from his own bank account by telephone to HLA's account. He reminded LH that he had told her this when he had next seen her.

LH asked why she could not have a letter from the solicitors to that effect. SB said that she could have such a letter if she paid the solicitors for it. In reply to TM, she said that a letter from the solicitors would probably cost about £200. [redacted]

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CH said that he understood that NMC and SB had been asked to give an undertaking to the court and that, if this was accepted by the court, they would be held liable for all the costs. SB confirmed that she and NMC were paying the solicitors' fees as they were incurred.

AG said that she had never leaked anything to XXXX's solicitors, nor had she emailed the solicitors for NMC and SB with any concerns about the case, and she was most upset that in an email to her NMC had asked her, and her only, to agree to keep matters confidential. NMC apologised if he had been mistaken, but that he had understood from one of her emails on 9 December 2013 that she was in communication with solicitors. CH commented that NMC may have misunderstood this because of the way in which an email of that date had been worded. AG said that LH had written to NMC and SB's solicitors. NMC apologised and explained that in an email to him in which AG had said that she would call for a Special General Meeting of HLA he had thought she'd said that she would be emailing the solicitors. AG admitted that she had said that she was going to email them at one point but then had never done so.

NMC said that, at the Committee meetings on 2 and 5 December, he had meant to mention the Case Management Conference that was to be held in court on Wednesday 11 December. He had forgotten to do so and had emailed Committee members about it on 6 December. He asked whether AG was accusing him of lying when he had said that he did not know the exact location or whether she thought that he had another reason for wanting to keep information about the Conference from the Committee members. AG said that NMC's email had simply said that the meeting might be somewhere in the Strand. CH commented that it was perfectly reasonable for NMC not to have had the exact address or location at that stage, and that there was no evidence of a conspiracy.

NMC said that the accusation seemed severe. AG and LH had turned up at the Conference without notifying anybody beforehand. AG said that the tone of NMC's email had seemed to be casual, with the implication being that the Conference would just be lawyers' talk. CH commented that it was possible to take the view that HLCG was on the hook and was trying to create some disinformation. The matter should all be laid to rest if the Judge had accepted the undertaking that NMC and SB would bear the whole of any liability that accrued to them.

NMC said that AG and LH had witnessed his and SB's discussions with the lawyers. AG asked how she had behaved wrongly if she had never written to NMC's and SB's solicitors and had not leaked anything to anybody, and she wanted NMC and SB to acknowledge that. NMC said that AG and LH could have telephoned to say that they would be coming to attend the Conference if the HLA Committee was part of the same team if and he and SB would have been happy to introduce them to their solicitors. AG and LH said that SB and NMC had not spoken to them at the court. LH commented that she was not answerable to NMC and SB. TM asked whether the Committee members became part of the team. NMC replied that the rest of the Committee were not the lawyers' clients. [redacted]

LH commented that 'somewhere in the Strand' was not a sufficient address if she added that NMC had known where it was but had not told the Committee. NMC said that he had thought that it was somewhere near the Royal Courts of Justice, as he had mentioned. He would have checked the detail shortly before he set off. NMC said that the exact location had been the least of his worries when he emailed the Committee if the prospect of a SGM, the pressure that Ms Zilkha's lawyers were putting on SB, the fact that he was transferring large sums of money, the attitudes of LH and PH had all been on his mind.

[Redacted]

NMC said that AG had said that the vote taken at the GM in December 2012 to continue the action was 'unsafe'. That was a word normally used to describe a dubious verdict [in a criminal case]. AG agreed that she had said this, and NMC asked if she was suggesting that he and SB had deliberately misled either the members or the Committee. The first time that the question of legal action had been put to a GM had been in November 2011. AG said that she had joined the Committee in April 2012 and that the action had been discussed at length in Committee meetings. SB said that votes at Committee meetings and at GMs had all been in favour of going ahead. AG said that after she had joined the Committee Kate Worley had attended a meeting at the solicitors' offices and members had been advised that the action should be kept simple. PG confirmed that he recalled attending that meeting. NMC said that HLA had never had to worry about the costs.

LH said that at the Case Management Conference the two sides had gone into a huddle to discuss matters. The Judge had said 'The ones in red have been agreed, the ones in green have not'. SB said that she had no idea

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what that could have meant. LH added that she thought that the new indemnity had not been finalised at that stage, and that it was signed after the hearing. NMC said that both sides were incurring costs: he and SB had promised not only HLA, but also the Judge, that if he and SB lost the case they would meet XXXX's costs. They had always said that he and SB would meet their own lawyers' costs. SB confirmed that she and NMC were joint parties to the action.

AG said that she did not feel it was safe because there had been no discussion about the potential costs. SB said that, if AG had wanted, she could have asked about this at a Committee meeting. AG agreed that she had not done so, but now thought in hindsight that she should have done.

NMC asked why AG had described the December 2012 GM as 'unsafe'. She said that the 'Yes' votes had not actually been counted, whereas the 'No' votes and abstentions had been, and had then been subtracted from the total attendance at the meeting. SB commented that the members present had chosen to trust her and NMC. NMC added that, for the average leaseholder, the question of whether HLA sued XXXX or not had been taken in November 2011. CH said that it was the Committee's role to consider such matters on behalf of the members. SB commented that to call General Meetings to consider every little issue was not appropriate.

NMC again asked what AG had meant by unsafe – was there new evidence, had there been foul play, had the decision been incorrect on the basis of the evidence or was it her view that the members had not been provided with enough information. AG agreed with the last point. NM commented that that was a lot less emotive description than 'unsafe' and that it was a matter of opinion. NMC said that AG had been in a minority but that that did not mean that the decision was invalid as she was in fact making out. AG said that she had not been questioning NMC's reliability and asked him to stop waving papers at her.

LH said that leaseholders wanted some assurance that they would not bear any liability. PG asked why she was unable to accept the assurances that NMC and SB had already given. LH said that she had seen a copy of an indemnity that NMC and SB had given, but she had been told that this was worthless as it had not been countersigned by witnesses. NMC said that it had been given at a Committee meeting and that this had been minuted. CH said that that would be enough proof. AG said that this had been around July 2012. PG agreed to look through the redacted and un-redacted Committee meeting minutes from that time and advise LH.

NMC offered to sit down face-to-face with LH and discuss the legal case with her.

SB said that PH's accusation 18 that she had breached the constitution 'over and over again' was unfounded. The only constitutional requirement in relation to the accounts was that the Treasurer shall keep proper accounts and there had not been a breach in that regard. AG said that she had asked for bank statements and had received some in June 2013, but had not received any more until November. Possibly she had been to blame for not having pressed the issue. SB suggested that AG could have asked her and said that she was not always sure when they would be at the same meetings. The bank sent the statements to her. AG said that she did not mind this. NMC suggested that this was a matter of communication between SB and AG, rather than a breach of the constitution.

### **Examination of PH's Conduct since joining the Committee**

SB asked NMC to go through the areas for discussion that he had identified.

NMC said that, partly in view of PH's response, it would be a long and complicated process to determine whether PH had been in breach of the HLA's Data Protection policy, and he was prepared to accept PH's word that he had not breached the policy. CH did not accept this in relation to his own complaint, and held that PH was the main suspect for disclosing his email address to HLCG. PG suggested that consideration of this item should be deferred until CH's complaint to the Data Protection Commissioner had been resolved. TM said that he had never given HLCG his email address but that he had received two general emails from them. AG said that she had given her contact details to HLCG around 2011. LH said that she had not been emailed by HLCG.

SB said that PH had been in breach of confidentiality as he had signed HLA's Data Protection Agreement and had since forwarded emails to XXXX's solicitor without redacting the email addresses of HLA Committee members.

SB said that PH had failed to declare an interest when he had joined the HLA Committee. In a recent email to HLA Committee members, he had said that he had been a member of HLCG ever since HLA had been re-

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recognised. NMC pointed out that, although HLCG's constitution provided that if no Committee meetings were held for a period of more than a year HLCG should be dissolved, there had been no Committee meetings between 25 November 2011 and January 2013. They had also been in breach of the provision to hold two General Meetings between each AGM and had never in fact held an AGM. In view of these breaches of the HLCG's constitution, their claim to represent leaseholders was not valid.

CH said that he thought that there was a big difference between being a leaseholder member of HLCG and being an active participant on their behalf. If PH had been making a principled stand against the court case, he should have resigned from the HLA Committee. NMC said that he had emailed PH to say that, with regret, the Committee would have to ask him to resign if he wanted to dissociate himself from the court case. In reply to LH, SB said that only she and NMC were responsible for the legal costs and NMC commented that PH was scaremongering. SB commented that PH had tried to make rifts between Committee members since he had joined. NMC said that he thought that PH was probably in regular contact with the lead members of HLCG, who were putting ideas into his head. He thought that PH had been passing all email correspondence and all unredacted Committee minutes to XXXX.

AG said that she had originally had no idea that PH was a member of HLCG. Before the court case, he had spoken to her and had said that various people on Ferry Lane were aware of the case. She had advised him not to speak to XXXX and not to act as a go-between between the two sides. She had said that he should remember that XXXX would do whatever she needed to. Just before the court case, she had advised PH that he could not talk to both sides and that he should stay out of the dispute. In reply to CH, who commented that PH would be liable if he had broken the data protection policy, AG said that she had not known what PH had done in that context. It was suggested that PH might have been testing AG out. SB said that PH had said he was a member of HLCG and CH added that he might have been trying to be involved in both. AG said that if PH knew her he would have realised that she was honest. CH said that it looked suspiciously as though PH was trying to create panic and fear in the HLA Committee.

TM asked if someone could be a member of both organisations. NMC said that there would have been no problem if PH had originally said that he was a member of HLCG. In that case, Committee members would have been careful about what they said and they would not have given him the database. TM asked whether HLA should amend the constitution to say that a member could not belong to another group that claimed to be representative of leaseholders.

CH commented that in the event of a conflict of interest PH would have had to leave the room while relevant matters were discussed.

SB said that the Committee should consider PH's conduct on an issue-by-issue basis. She added that she and NMC were not suing HLCG as a group, but XXXX as an individual. If PH had not been in touch with her, there would have been no conflict of interest.

NMC and SB said that PH had joined the HLA Committee to undermine it. AG said that she was not sure about that: when PH had taken over the database, he had said that he would correct errors. NMC commented that, if it had been one's long term plan to disrupt HLA, one would initially have been nice rather than being opposed. CH said that when he had had a disagreement with PH about the database, PH had taken a contrary position and had resigned from HLA's IT Sub-committee. At the time, he had just thought that PH was being egotistical, but he now wondered whether PH had been trying to slow down the progress on updating the database. LH said that that was mere speculation.

NMC went through his email correspondence and telephone conversations with PH over the period from Saturday 7 December to Tuesday 10 December. PH had sent him a long email on Saturday 7 December in which he had said that he had hardly slept the previous night over the court case. NMC had replied that day in another long email. He commented that, instead of the way in which PH had put the position to LH when he had been in touch with her on Monday 9 December, PH should have outlined to her that carefully considered email from NMC. LH said that she was not going to discuss her conversations with PH. NMC added that at that stage he had still trusted PH, and had rung him in the afternoon of 7 December to respond to a further email. The conversation had lasted for an hour and three quarters. PH had asked him whether he had enough money to support his promise that he and SB could meet the full liability. NMC had said that, if it came to that, he would be able to. PH had told NMC about how he had been made homeless some years before that was the sort of pressure under which PH had put him. NMC had eventually told PH that he could transfer funds to HLA's bank account if needed but that he didn't want to. On 9 December, PH had sent a disgraceful letter to NMC/SB's

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solicitors, saying that he had not received any documents. NMC told the Committee that he had forwarded PH a copy of the indemnity on Saturday 7 December. He had also made PH aware of the schedule of costs and liabilities. He remembered the discussions because they had been painful and difficult. He and SB had never held any information whatsoever back from the Committee. [redacted]

CH said that PH was asking the Judge to stop the case. SB said that PH had said that he was acting on behalf of the HLA Committee, who had got an agreement. SB commented that PH wasn't able to speak on behalf of the Committee.

NMC said that he had transferred [redacted] to the HLA account, at a cost of £20 to make the transfer. On Monday 9 December he had had another phone conversation with PH. The conversation had taken another hour and three-quarters. He thought that PH was trying to make him emotional ó PH had been very angry and emotional and it had been a very difficult conversation.

SB said that XXXX's solicitors had said that HLA Committee members (plural, not a single HLA Committee member) wanted to withdraw from the case and would give witness statements. NMC had asked PH whether he had been in touch with them. He had replied öNoö.

NMC and SB both apologised to AG for having thought that she might have contacted XXXX's solicitors. SB said that NMC had also asked Kate Worley whether she had contacted them. SB commented that she now thought that the solicitors had said ömembersö in order to cause division in the Committee. NMC added that it had seemed to be a hoax (as all members had denied contacting Ms Zilkha's solicitors) but it was now evident that PH had lied to NMC. SB concurred with him. CH said that it now appeared to be an exaggeration, rather than a hoax, to refer to ömembersö. They had one HLA Committee member on their side and were trying to cause panic to NMC and SB.

NMC said that the letter from XXXX's solicitors had arrived at 12.30pm and he had spoken to PH afterwards. SB said that either the solicitors were lying or someone, probably PH, had been in touch with them. NMC said that by then he had not had any row with PH. On the morning of Tuesday 10 December, PH had rung NMC and NMC had asked whether PH was going to give a witness statement to the solicitors. That was all that he had said and he had remained very calm. PH however had been very emotional and had said that NMC should get out of the borough as he was not a suitable person amongst other things. NMC showed the Committee the envelope on which he had noted down at the time the exact words that PH used. He said he had not abused PH. LH expressed her scepticism.

SB said that PH had broken paras 1.1 and 1.2 of the Code of Conduct, had also acted against HLA by supplying information to the other side in the court case and had cost her and NMC considerable money.

CH suggested that the Committee should now discuss PH's alleged breaches and come to a decision. SB said that PH had no right to order the Chair about or to order SB/NMC's solicitors to stop the case. Members needed to decide whether PH could continue to be a member of the Committee.

NMC said that the Committee should defer consideration of the first allegation, that PH had been in breach of HLA's Data Protection policy. He also thought that the allegation that PH had undermined confidence and HLA policies was speculative.

AG said that she had not yet seen what PH had sent to NMC.

CH commented that it was possible to take a principled position opposing what the Committee was doing, but what PH had done was unacceptable. He could have resigned from the Committee but instead had chosen to use wrecking tactics.

SB said that there was no question but that PH had breached Committee members' confidentiality. He had also failed to declare an interest.

AG said that she had not spoken to PH.

CH asked whether she thought that PH was just technically acquainted with XXXX.

LH said that PH had told her that he did not know XXXX.

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At SB's request, the Committee then took a vote (the Chair not voting by virtue of para 6 o) of the Constitution) and agreed:

Unanimously, to defer consideration of whether PH had been in breach of the Data Protection policy

By 6 votes to 0, with 1 abstention, that PH had been in breach of confidentiality

By 5 votes to 0, with 2 abstentions, that PH had failed to declare an interest

By 4 votes to 1, with 2 abstentions, that PH had undermined confidence and HLA policies

By 5 votes to 2, that PH had manipulated and pressured the Secretary prior to the Case Management Conference

By 4 votes to 2, with 1 abstention, that PH had misrepresented facts in an email to Neumans

By 4 votes to 3, that PH had misrepresented the court case financial situation to other Committee members

By 5 votes to 0, with 2 abstentions, that PH had lied about his contact with Harrison Grant on 9 December

By 3 votes to 0, with 4 abstentions, that PH had been party, with Lynne Zilkha and Harrison Grant, to a conspiracy to put pressure on the Chair and had badgered the Chair

By 4 votes to 0, with 3 abstentions, that PH had abused the Secretary and the Chair by phone and had lied for a second time over contact with Harrison Grant

By 5 votes to 2, that PH had been in breach of his duty to further the aims of the Association by being a HLCCG agent.

#### **Consideration of action by the Committee in relation to PH's conduct**

The Chair commented that PH could no longer sit on the Committee. NMC and CH concurred. PG said that it was impossible to describe PH's actions as anything other than gross misconduct. LH commented that any action that the Committee might decide would be irrelevant, as she did not think that PH would want to continue on the Committee.

It was agreed by 5 votes to 0, with 2 abstentions (the Chair not voting by virtue of para 6 o) of the Constitution) that PH be suspended from the Association for serious misconduct. The Chair agreed to notify PH and advise him of his right of appeal to the next Committee meeting.

#### **Office**

The Chair said that HLA could not open its office until it obtained public liability insurance. She had been advised that this would cost £250, which was more than the cap of £100 that had been imposed on expenditure that could be sanctioned by Chair's action.

She asked the Committee to consider removing the cap.

AG said that she would not agree to remove the cap entirely. SB asked whether she would be able to approve the expenditure to take out public liability insurance.

CH suggested that there should be a discussion on varying the cap. This was agreed by 3 votes to 2, with 2 abstentions, with the Chair not voting by virtue of para 6 o) of the constitution.

CH said that there should be a proper discussion on what public insurance liability covered.

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It was agreed by 6 votes to 1 that the cap of £100 should be varied ad hoc to £500, in order to enable HLA to take out public liability insurance in respect of the office. By virtue of para 6 o) of the constitution, the Chair did not take part in the vote.

### **Minutes of previous meetings**

SB asked Committee members to sign a declaration drafted by her and NMC's solicitors that they would hand back copies of the minutes of the meeting held on 9 January 2014 at the close of the meeting. She explained that this was because the bulk of those minutes related to the legal action, and that, if members agreed, once the unredacted minutes had been approved they would be posted on HLA's website.

AG objected that she was not able to agree minutes that she had not had an opportunity to read.

NMC said that there were only three brief items that would not be subject to redaction.

Asked by CH why we had to go through such a process, NMC explained that under para 11 a) of the constitution minutes should be formally approved at the next meeting of the Committee and that under para 11 b) all minutes must be available for inspection within 14 days of a request being received. If the unredacted minutes were agreed, they would be posted on the website.

LH said that the minutes of the Committee meeting held on 2 July 2013 had not yet been approved. NMC agreed to check his files and to forward the draft minutes to SB for her comments/approval.

The Committee agreed unanimously to approve the redacted minutes of the Committee meeting held on 9 January 2014.

### **AGM**

NMC reported that the notice of the AGM had to be sent to HfH by the start of the following week in order to give HfH the time to circulate it to leaseholders with the estimate of charges for 2014-5.

He had booked the Civic Centre for 10.30am to 1pm on Saturday 26 April. The meeting would start at 11am and Committee members were asked to arrive by 10.30 to help set up the room.

CH offered to bring a projector.

SB suggested that she had invited Cllr Alan Strickland, who had already said he would be willing to speak at a future meeting, and Astrid Kjellberg-Obst of HfH to speak at the meeting.

AG asked that the proposed wording of the notice of the meeting be varied to avoid the possibility of any confusion between the legal action against XXXX and the HLA's appeal against the de-recognition by HfH in December 2010. [redacted]

CH commented that the email from Michael Ruggins to NMC's wife smacked of desperation on HLCG's part. AG said that she did not know him. SB said that he was a member of FLAG and on occasion attended meetings of the Leasehold Panel.

The proposal for the AGM to be asked to amend the constitution by requiring the resignation of the Chair to be accepted by the Secretary before it became valid was carried by 6 votes to 1. In accordance with para 6 o) of the constitution, the Chair did not vote.

As it was now 10pm and the Civic Centre was due to close, the meeting ended at that point.

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