

## **HARINGEY LEASEHOLDERS' ASSOCIATION**

### **MINUTES OF THE GENERAL MEETING HELD AT HARINGEY CIVIC CENTRE, WOOD GREEN, N22 ON SATURDAY 25 OCTOBER 2014**

**Present:** Sue Brown (Chair) [SB], Peter Gilbert (Secretary) [PG], Nick Martin-Clark (Treasurer) [NMC] and a total of 32 other members of the Association

The meeting began at 11.07am

#### **1 Welcome**

The Chair welcomed leaseholders to the meeting and thanked them for attending.

#### **2 Minutes**

The Chair explained that, because the GM held on 26 October 2013 had not been quorate, it had not been able to confirm officially the minutes of the previous GM held on 15 December 2012. The present meeting therefore had to confirm the minutes of both the GM held on 15 December 2012 and the GM held on 26 October 2013, both of which were tabled. The meeting agreed by 19 votes to 0, with 1 abstention, to accept the minutes of the General Meetings held on 15 December 2012 and on 26 October 2013 as an accurate record. The remaining leaseholders present did not vote.

#### **3 HLA Office**

NMC advised the meeting that HLA's office in Commerce Road Community Centre, Commerce Road, N22, was open from 10am to 1pm each Friday morning. As this was during the working week, it was not always easy for leaseholders to come to the office, but we were able to run what was effectively a drop-in service. Leaseholders were asked to let the HLA know beforehand or ring up while they were on their way so that the HfH staff there could be made aware that they were coming. Sometimes there was a steady trickle of people attending, while at others it was less busy than that. The office allowed HLA to help leaseholders with individual problems and to follow cases through. Files were kept in a secure cabinet. NMC urged leaseholders to attend while the office was open. He expressed concern that HfH might decide to refuse HLA permission to continue to keep the office in their premises as HLA had recently been de-recognised. However, SB said that she was unsure whether HLA could unilaterally take the facility of the office away, as HfH had signed a formal agreement with HLA to allow the use of the office.

#### **4 Tottenham High Road West Regeneration**

NMC said that although Sarah Lovell, the LBH officer dealing with regeneration, and the Independent Tenant and Leaseholder Adviser for the Tottenham High Road West project, Damian Tissier, were both unable to attend the GM, Sarah Lovell had come to the Committee meeting on 15 October. She had explained that the first stage of the Tottenham redevelopment would affect 297 properties (some 800 people in all) including 78 leasehold properties. Two of HLA's Committee were among the leaseholders whose properties were part of the redevelopment.

LBH had gone out to consultation on the Masterplan for the project, and the consultation period was due to end on 25 October, the day of the GM. The Masterplan set out a list of the streets and blocks on the Love Lane Estate. The Love Lane Residents Charter, which the Residents Association had agreed earlier in the year, set out in sub-paragraphs 6.1.1, 6.1.2 and 6.1.3 a very good basis on which LBH should design its housing offer and should treat residents throughout the development. What concerned residents was whether in practice LBH would abide by those principles.

NMC added that many leaseholders were on low incomes, eg were pensioners, and one of the main concerns was whether they would be able to afford to buy the new property they were offered. One of the ways of bridging the gap was for the leaseholder to be offered a shared equity scheme, in which the leaseholder would put in as much as could be afforded and LBH would meet the remainder of the cost for a corresponding share in the equity of the new property. If the property increased in value, the leaseholder would keep the same share of the total value. LBH had to make sure that a shared equity scheme was available and that it worked satisfactorily. One key difficulty would be in getting a new mortgage at an affordable interest rate, and LBH should talk to mortgage lenders as well as to property developers in order to ensure that residents were not left financially worse off. While the aspiration in sub-paragraph 6.3.3 (k) that the service charge for a new home on the estate should be no higher than that on the leaseholders' present home was desirable, it was unlikely to be realistic.

NMC read an email from a leaseholder on the Love Lane Estate who was unable to attend the meeting. In reply, it was confirmed that the leaseholder would have the option to exchange his property for a newly-constructed one of the same size in the new development and that the market value would be based on the current market value, unaffected by the fact that the property would be demolished.

However, LBH's document was very vague in its proposal in relation to compensating leaseholders for the cost they had been charged for Decent Homes work that had been carried out in the past four to five years. SB commented that in her view it was madness to spend millions of pounds on Decent Homes work on properties that HfH knew would be knocked down in the near future.

NMC proposed that the meeting endorse the Love Lane Residents Charter, and express concern regarding the availability of mortgage finance for shared equity schemes and the potential difficulty in subsequently re-selling shared equity properties, as well as that LBH's proposals in regard to compensation for the cost of Decent Homes work were far too vague.

In reply to a question from a leaseholder, SB confirmed that it would be possible for a leaseholder buying a shared equity property to buy back HfH's stake in the property subsequently.

The meeting agreed NMC's proposal by 20 votes to 0, with 1 abstention. The remaining leaseholders present did not vote on the proposal.

## **5 Resident Scrutiny Panel report and decision by the HfH Board to de-recognise the HLA**

The Chair introduced her oral report by explaining that leaseholders may have received a recent e-mail from HfH informing leaseholders that HLA had been de-recognised again. She said that this had been a very unfair act, based on an extremely inaccurate report.

SB reminded leaseholders that in 2010 HfH officers had put a report to the Board without giving HLA any right of reply. HLA's appeal had not been heard. The appeal had been based on three grounds . that HfH had no jurisdiction to de-recognise HLA as the period of recognition had lapsed, that the report was full of inaccuracies and that HLA had been treated in a discriminatory manner. HfH had only been willing to consider the first of those grounds, not the remainder of the appeal. HfH would not discuss the misrepresentations that officers had made.

In 2014, HfH had received complaints from anonymous persons following HLA's AGM. HfH had asked the Resident Scrutiny Panel (RSP) to investigate them and to report to the Board. HLA had agreed to the process. SB had been very happy with the previous work of the RSP, which had made evidence-based reports on a number of issues to the HfH Board, and she had thought that the RSP would be fair. That had not been the case. The RSP had decided to observe the Whistleblowers' Charter, and therefore would not say who had complained or exactly what the complaints were. Nevertheless, HLA had co-operated with the RSP, and Committee members had talked to the RSP and had been able to prove that the complaints were not valid.

However, the summary of the RSP's report that had gone to the Board had been full of inaccuracies on which the HLA had not been given the chance to comment before the publication of the report. The RSP report had gone to the Board meeting on 20 October and the HLA had had very little time to respond to it. SB submitted comments on behalf of the HLA a couple of days before the meeting, but only the Board Chair had read these comments before the Board meeting, where they were tabled without giving the other Board members the chance to read them before they voted on the recommendations that the officers had made to de-recognise HLA.

One example of the inaccurate allegations was that HLA gave advice and support only to paid-up members. This was untrue and was something that the HLA had never done. Indeed, an HfH officer had tried at the HLA's AGM in 2007 to suggest that HLA should adopt a two-tier membership structure, but HLA had rejected that suggestion. HLA treated all leaseholders equally.

SB went on to say that the Board's decision had been passed with next to no discussion. HfH was victimising her personally. They wanted her to be voted off the RSP, but, as the RSP was an independent body, the HfH Board should have no say in its membership. Also, SB had been appointed by the RSP as its representative on the Board's Audit and Risk Committee. The Board had removed her because of a question mark over HLA's financial controls and the RSP's Code of Conduct. The recommendations to the Board had been very badly worded.

SB continued that, according to the RSP's report, HLA had been de-recognised for having inappropriate financial controls and the fact that 60% of all Haringey's

leaseholders should be shown to be supporting the HLA. The latter condition was virtually impossible for the HLA to meet. When the HLA had been formed in 2000, it was set up as an umbrella group to be the voice for **all** leaseholders on Haringey Council's Housing Management Board. In contrast, an estate-based Residents Association could get a substantial number of supporters by knocking on neighbours' doors.

The HfH Board had now got rid of the umbrella group for leaseholders and was suggesting that alternative groups be set up, eg to represent leaseholders in high-rise blocks. HLA maintained that leaseholders needed an umbrella group that was independent of both Homes for Haringey and Haringey Council. SB said that HLA had been set up under the Resident Involvement Agreement (RIA) many years ago after months of negotiations with leaseholders. The current recognition criteria were based on the RIA, which had originally been signed by a representative of residents.

SB maintained that the Board should not simply abolish the RIA and the recognition criteria without any right of appeal. This was equivalent to someone who had been accused of an offence not being allowed to make a response by the court and being condemned without the right of appeal. HfH was behaving hypocritically. In contrast, the HLA constitution specifically gave someone who had been suspended or expelled from HLA a right of appeal against that decision to a subsequent GM.

Also, HfH had emailed HLA with an instruction to destroy its database, something that HfH had no right to require, and had also asked her to give a copy of the database to HfH. If HLA did so, it would be in breach of the Data Protection Act.

SB went on to say that, although HLA had to comply with rules laid down by HfH in order to become recognised again, HfH could not deny HLA's right to exist. Residents had the right to say that they wanted an umbrella group. The HLA Committee intended to fight HfH, but they needed the support of leaseholders to enable them to do so. The Committee had started a petition calling on HfH to keep an umbrella group in existence, which SB asked leaseholders to sign as they left the GM. SB concluded by saying that HfH had treated leaseholders with contempt: the HLA Committee intended to fight against this, but needed the support of leaseholders in order to be successful.

Lukie Hewat commented from the floor that HLA had not given Phil Hettiaracchi (PH) the right to speak at the AGM in support of his appeal against suspension. NMC said that PH had attempted to speak at the beginning of the AGM, which was not the right time. SB had said that he would be called later. The Committee had intended to let PH have his say later in the meeting, but instead one of his friends had made an impassioned speech and other leaseholders present had urged the Chair to get on with business and finish the meeting. SB said that she had recently written to apologise to PH for not having specifically invited him to speak at the appropriate point of the AGM and to ask him if he wanted to appeal to the GM, as laid out in the constitution, against his expulsion from HLA.

NMC continued that, while the Committee did not apologise for saying at the start of the AGM that that was not the right time for PH to speak, they acknowledged that they should have given him the opportunity later in the meeting. NMC asked PH to put their disagreements in the past, let bygones be bygones and rejoin HLA. The AGM had not been an easy meeting and had needed to address a number of difficult

issues. The Committee had done their best and were prepared to say that, if they had been wrong, they were prepared to ask members if they wanted to reverse the decision. That said, if a member was in serious breach of the constitution the Committee had to be able to take appropriate action.

SB said that since then, HfH had de-recognised HLA and had abrogated the Resident Involvement Agreement. HLA had originally complained that HfH did not hear HLA's appeal against the 2010 de-recognition. The appeal had criticised HfH for ignoring part of the RIA. HfH had not wanted to hear the appeal and were now saying that they wanted to get rid completely of agreements in the RIA.

NMC said that what HfH had put on their website about SB was wrong. For HLA to have had its accounts formally audited would have cost HLA at least the whole of the grant from HfH for recognition. The recognition criteria did not require the HLA to have its accounts formally audited. HfH's other comment that HLA had to obtain the support of 60% of leaseholders and that otherwise HfH would not recognise HLA was an issue that HfH had simply not raised in previous years and was impractical.

NMC added that HfH had quoted SB out of context in regard to HLA Treasurers being away. HfH was attempting to imply that the HLA Committee members and officers were not responsible people. HLA had always had three signatories, any two of whom could sign any cheque. One of the three signatories had to be the Treasurer. HLA had voted at an AGM to keep this provision in the constitution rather than to require the Treasurer to sign every cheque. This was in order to enable HLA to conduct its business while the Treasurer was away, eg on holiday. When HfH had said in 2012 that HLA would have to change its constitution, HLA had consistently refused to do so and in the end HfH had backed down and had recognised HLA in 2013.

NMC went on to say that HLA was making an appeal in the proper form and that HfH could not simply tear up the RIA. HLA had been through this situation before and had been re-recognised because it made sense for leaseholders to be classed together as a single group.

One leaseholder asked whether officers with personal motives, rather than HfH as an organisation or its Board members, were behind the de-recognition. SB said that some people, who had been employed initially by Haringey Council and then by HfH as the Arms Length Management Organisation (ALMO), had been opposed to HLA. Others who had joined HfH more recently had been very helpful to HLA. HLA Committee had wanted to appeal to the HfH Board because they thought that the Board would be objective.

Another leaseholder commented that if HLA could get more leaseholders together and tell HfH that they were unhappy this would have more impact. HfH did not in general respond to individual queries from leaseholders. SB said that HLA needed the support of as many leaseholders as possible. It should be an independent organisation that represented what leaseholders really think. HLA would continue in existence as long as it had leaseholders' support. As HLA's database was old and, to an extent, inaccurate, a number of letters that HLA sent were returned. If leaseholders gave the Committee their details, the Committee would update the database.

NMC asked if any leaseholders would like to join the Committee. He added that, although it would be better if HfH recognised HLA, HLA was a democratic organisation. He asked leaseholders attending the meeting to talk to their neighbours and to other leaseholders on their estates. This would improve HLA's outreach. In some ways derecognition might be good as a de-recognised organisation would be able to speak its mind. HLA could even campaign to replace the ALMO as HLA was an independent representative organisation whereas the ALMO did not stand for anything other than sham, shabby consultations. HLA would be able to find places to meet and could reach leaseholders in other ways than through the post. He believed that HLA had a good future and ultimately would have the budget to consult leaseholders and find a way to give leaseholders control over their own funds.

Lukie Hewat commented that the HLA's website had not improved over the past couple of years. NMC said that the website had been up-dated in the last three or four weeks. It had been costing just over £300 a year for a not very good service, but Charlie Howard (CH) a leaseholder, had now offered to host the website for free. It needed to be up-dated, but it had carried a notice of the GM. Although a lot of work still needed to be done, the website was functioning.

Anne Gibson (AG) asked what the position with regard to the website was. NMC said that although CH had resigned from the HLA Committee he had agreed to host the website free of charge, and SB had signed an agreement with his company, Open Knowledge. AG asked whether CH was the only person who had the right to manage the website and whether the HLA Committee had checked with Companies House that Open Knowledge was insolvent. SB replied that CH was hosting the website for free and that he did not have any control over the material that HLA posted. AG commented that HLA should not be contracting with an insolvent company: she added that she was making the point that HLA had not carried out due diligence properly. NMC said that HLA had arranged for the website to be hosted free of charge. SB felt that, as no money was being paid to the company, to refuse a free gift was ungracious and not practical.

One leaseholder said that she had come to the meeting so that leaseholders could stick together. Once leaseholders knew that the HLA was doing the right thing, they would become active. Leaseholders deserved a good service and value for money from HfH. SB asked leaseholders to spread the word. NMC said that he would be very happy to knock on doors to publicise HLA to leaseholders.

Another leaseholder said that he had written and telephoned HfH but had obtained no reply to his queries.

NMC asked AG whether there was anything specific that she wanted the Committee to ask CH. AG replied that she would like to know why a contract had been signed with a company that was not solvent. SB felt this was irrelevant as no money was being paid.

A woman leaseholder suggested that HLA join other similar associations in London and organise a march to make its protest at HfH's actions to the Prime Minister. SB said that many years ago HfH had obtained a substantial grant for providing advice and for setting up a network for London leaseholder groups. Unfortunately, since trouble had blown up for HLA in 2010 HLA had had no time to liaise with

counterparts in other boroughs and the person who had been actively running the network had left. HLA remained in contact with LEASE and would try to renew its contacts with similar organisations in London.

Another woman leaseholder, who had been advised of the GM by the call service that HLA had used, said that she had subsequently been rung by a caller who had asked her why she was attending the GM and suggested it was a waste of time. When asked, AG confirmed to NMC that she was not aware of any such campaign and asked why he was accusing her. NMC and SB assured her that she was not being accused of anything and had just wondered if she had heard anything.

Another leaseholder, Mr Okoli, asked leaseholders not to fight each other.

A leaseholder suggested that HLA arrange a meeting with the Prime Minister through Lynne Featherstone (MP for Hornsey and Wood Green). NMC said that HLA had spoken to her on a number of occasions. He added that HLA would get support from 60% of leaseholders in time. A woman leaseholder said that there would be no point in doing so if HfH again de-recognised HLA, and asked what the Committee thought HLA was going to achieve.

AG made the following points:

- HfH had received complaints from a number of people who were concerned about the way in which HLA was being run.
- The Board had asked the RSP to undertake a very detailed investigation, which had taken months to complete.
- The full text of the summary report would be posted on the HfH website. It contained some inaccuracies.
- HLA would be allowed to remain as an organisation, and the effect of de-recognition was just that HfH would not support it by a grant of £1000, which, incidentally, came indirectly from the service charges which leaseholders paid. [This, in fact, is not true.]

SB replied that the report by officers to the Board further to the RSP report had contained a pointed personal attack on her, and that the Chair of the Board had said that it was no longer acceptable for her to be the RSP's appointee to HfH's Audit and Risk Committee. This, without any evidence given, was an unjust attack.

AG was just about to resume speaking when a leaseholder interrupted by saying that AG was wasting time and trying to side-track the GM, and that she was not interested in what AG was saying. She made personal remarks. SB called for order and the meeting continued.

NMC advised members that AG was the immediately former Treasurer of HLA. AG said that she had written to HfH to say that in part the summary of the RSP's report was inaccurate. NMC asked her to send the Committee a copy of that correspondence.

SB said that the RSP's findings were based on all sorts of things that were inaccurate. The HLA had made a response which Board members as a whole had

not read before they came to their decisions. She had sent numerous emails asking HfH to state exactly what the complaints against her had been, but had not received a reply.

A young male leaseholder said that he was attending his first HLA meeting. Leaseholders were paying a lot of money for a low standard of service. Because he had changed his bank, correspondence regarding his standing order had gone astray and HfH had not replied to him. Leaseholders needed to find out why they were paying such a high service charge, when Enfield's was far lower. He suggested that if HfH staff were entirely drawn from Haringey tenants and leaseholders the service would be greatly improved. He was pleased that HLA was attempting to secure accountability on the part of HfH.

SB said that the RSP had recently reported to the Board on the standard of customer access and engagement. The leaseholder's comments were relevant to this. HLA had tried on a couple of occasions to set up a service charge sub-group, and hoped that if they could do so again that would be helpful.

In her closing remarks, the Chair urged leaseholders to sign the petition, take copies and collect signatures.

The meeting closed at 1.15pm.