



## Barbican Residential Committee

**Date:** FRIDAY, 30 SEPTEMBER 2022  
**Time:** 11.00 am  
**Venue:** COMMITTEE ROOMS, 2ND FLOOR, WEST WING, GUILDHALL

**Members:** Mark Wheatley, NON-RESIDENT (Chair)  
Anne Corbett, NON-RESIDENT (Deputy Chair)  
Deputy Mark Bostock, Cripplegate - Resident  
Helen Fentimen, Aldersgate - Resident  
Deputy John Fletcher, NON-RESIDENT  
John Foley, NON-RESIDENT  
Steve Goodman OBE, Aldersgate - Resident  
Elizabeth Anne King, Cripplegate - Resident  
Frances Leach, Cripplegate - Resident  
Andrew McMurtrie, NON-RESIDENT  
Alderwoman Elect, Susan Pearson, NON-RESIDENT  
Ruby Sayed (Ex-Officio Member)  
*2 x vacancies - (1 x resident and 1 x non-resident)*

**Enquiries:** [Julie.Mayer@cityoflondon.gov.uk](mailto:Julie.Mayer@cityoflondon.gov.uk)

**Accessing the virtual public meeting**  
<https://youtu.be/rKagyDzXWJE>

A recording of the public meeting will be available following the end of the public meeting for up to one civic year. Please note: Online meeting recordings do not constitute the formal minutes of the meeting; minutes are written and are available on the City of London Corporation's website. Recordings may be edited, at the discretion of the proper officer, to remove any inappropriate material.

**John Barradell**  
**Town Clerk and Chief Executive**

## AGENDA

1. **APOLOGIES**

2. **MEMBERS' DECLARATIONS UNDER THE CODE OF CONDUCT IN RESPECT OF ITEMS ON THE AGENDA**

3. **MINUTES OF THE PREVIOUS MEETING**

To approve the public minutes and non-public summary of the meeting held on 17<sup>th</sup> June 2022.

**For Decision**  
(Pages 7 - 16)

4. **MINUTES OF THE MEETING OF THE BARBICAN RESIDENTIAL COMMITTEE (RCC) ON 20TH SEPTEMBER 2022 - TO FOLLOW**

**For Information**

5. **'YOU SAID; WE DID' - OUTSTANDING ACTIONS LIST**

Report of the Director of Community and Children's Services.

**For Information**  
(Pages 17 - 18)

6. **UPDATE REPORT**

Report of the Director of Community and Children's Services.

**For Information**  
(Pages 19 - 22)

7. **FIRE SAFETY**

Report of the Director of Community and Children's Services.

**For Information**  
(Pages 23 - 32)

8. **ARUP SURVEY**

Report of the Director of Community and Children's Services.

*Please note there are a number of large appendices to this report, which will be published on the website and circulated to Members in a separate pack.*

**For Decision**  
(Pages 33 - 38)

9. **COMMUNICATIONS STRATEGY AND SERVICE CHARGES**  
Report of the Director of Community and Children's Services.  
**For Decision**  
(Pages 39 - 48)
10. **2021/22 REVENUE OUTTURN FOR THE DWELLINGS SERVICE CHARGE ACCOUNT**  
Report of the Director of Community and Children's Services.  
**For Information**  
(Pages 49 - 62)
11. **2021/22 REVENUE OUTTURN (EXCLUDING THE RESIDENTIAL SERVICE CHARGE ACCOUNT)**  
Report of the Chamberlain and the Director of Community and Children's Services.  
**For Information**  
(Pages 63 - 68)
12. **2022/23 ELECTRICITY PRICE FORECAST**  
Report of the City Surveyor.  
**For Information**  
(Pages 69 - 72)
13. **2021/22 HEATING COSTS**  
Report of the Director of Community and Children's Services.  
**For Information**  
(Pages 73 - 76)
14. **HOUSING COMPLAINTS POLICY REVIEW**  
Report of the Director of Community and Children's Services.  
**For Decision**  
(Pages 77 - 90)
15. **WAYLEAVE AGREEMENTS**  
Report of the Director of Community and Children's Services.  
**For Decision**  
(Pages 91 - 106)
16. **PROGRESS OF SALES AND LETTINGS**  
Report of the Director of Community and Children's Services.  
**For Information**  
(Pages 107 - 112)

17. **ORAL UPDATES**
- For Information**
- a) **Concierge Service**
  - b) **Brandon Mews Canopy**
  - c) **Blake Tower**
18. **ARREARS**
- Report of the Director of Community and Children's Services.
- For Information**  
(Pages 113 - 116)
19. **QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE**
20. **ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT**
21. **EXCLUSION OF THE PUBLIC**
- MOTION – That under Section 100(A) of the Local Government Act 1972, the public be excluded from the meeting for the following item(s) on the grounds that they involve the likely disclosure of exempt information as defined in Part 1 of the Schedule 12A of the Local Government Act.
- For Decision**
22. **NON-PUBLIC MINUTES**
- To approve the non-public minutes of the meeting held on 17<sup>th</sup> June 2022.
- For Decision**  
(Pages 117 - 118)
23. **ARREARS - NON-PUBLIC**
- Report of the Director of Community and Children's Services.
- For Information**  
(Pages 119 - 122)
24. **RENT REVIEW**
- Report of the Director of Community and Children's Services.
- For Decision**  
(Pages 123 - 128)
25. **BARBICAN PODIUM PHASE 2**
- Report of the Director of Community and Children's Services.
- For Decision**  
(Pages 129 - 146)

26. **BRANDON MEWS GARAGES**

Report of the Director of Community and Children's Services.

**For Decision**  
(Pages 147 - 158)

27. **RESPONSE TO COVID - BARBICAN COMMERCIAL TENANTS UPDATE**

Report of the Director of Community and Children's Services.

**For Information**  
(Pages 159 - 164)

28. **ACTION TAKEN SINCE THE LAST MEETING OF THE COMMITTEE**

Report of the Town Clerk.

**For Information**  
(Pages 165 - 170)

29. **NON-PUBLIC QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE**

30. **ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT AND WHICH THE COMMITTEE AGREES SHOULD BE CONSIDERED WHILST THE PUBLIC ARE EXCLUDED**

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## BARBICAN RESIDENTIAL COMMITTEE Friday, 17 June 2022

Minutes of the meeting at Guildhall at 1.45 pm

### Present

#### Members:

Mark Wheatley, Chairman\*  
Mark Bostock  
Anne Corbett, Deputy Chairman\*  
Helen Fentimen  
Deputy John Fletcher\*  
John Foley\*  
Steve Goodman  
Paul Singh

\*Non-resident Members

#### In attendance:

Natasha Lloyd-Owen – Ward Member for Cripplegate

#### Officers:

|                       |   |  |
|-----------------------|---|--|
| Alan Bennetts         | - | Comptroller and City Solicitor's Department  |
| Mark Jarvis           | - | Chamberlains   |
| Paul Murtagh          | - | Assistant Director, Barbican and Property Services,<br>Community and Children's Services (CCS) |
| Helen Davinson        | - | CCS  |
| Michael Gwyther-Jones | - | CCS  |
| Jason Hayes           | - | CCS  |
| Anne Mason            | - | CCS  |
| Julie Mayer           | - | Town Clerks  |

#### 1. APOLOGIES

Apologies were received from Elizabeth King, Frankie Leach, Andrew McMurtrie, Deputy Susan Pearson and Ruby Sayed

#### 2. MEMBERS' DECLARATIONS UNDER THE CODE OF CONDUCT IN RESPECT OF ITEMS ON THE AGENDA

John Foley declared a general, non-pecuniary interest by virtue of his membership of the Barbican Association. Mr Foley had been a resident of the Barbican but not for the past 2 years.

#### 3. ORDER OF THE COURT OF COMMON COUNCIL

Members received the Order of the Court of Common Council, appointing the Committee and approving its Terms of Reference.

RESOLVED, that – the Order of the Court dated 21<sup>st</sup> April 2022 be approved.

4. **ELECTION OF CHAIRMAN**

The Committee elected a Chairman in accordance with Standing Order 29. Being the only Member declaring a willingness to serve, it was RESOLVED, that – Mark Wheatley be appointed as the Chair of the Barbican Residential Committee for 2022/23.

On taking the Chair, Mr Wheatley thanked retiring Members for their contributions and welcomed new Members. The Chairman also thanked Michael Bennett, the long serving Head of the Barbican Estate Office, who had recently retired after 20 years of exemplary service, and welcomed Rosalind Ugwu, who would be standing in on an interim basis.

The Chairman thanked past Chairman and former Deputy Chairman, Michael Hudson, for his tenacity and attention to detail, which would be greatly missed. Finally, he thanked Christopher Makin, who would be standing down as Chair of the Barbican Residents' Consultation Committee (RCC), having served 4 years in the role, working in partnership with the BRC. Christopher had recently been appointed to the Court of Aldermen and the Committee wished him well in the future.

5. **ELECTION OF DEPUTY CHAIRMAN**

The Committee elected a Deputy Chairman in accordance with Standing Order 30. Being the only Member declaring a willingness to serve, it was RESOLVED, that – Anne Corbett be appointed as the Deputy Chair of the Barbican Residential Committee for 2022/23.

6. **MINUTES OF THE PREVIOUS MEETING**

RESOLVED, that – the minutes of the meeting held on 27<sup>th</sup> January 2022.

7. **DRAFT MINUTES OF THE RESIDENTS CONSULTATION COMMITTEE (RCC)**

RESOLVED, that – the draft minutes of the RCC on 6<sup>th</sup> June 2022 be received.

8. **TO APPOINT A MEMBER TO THE CAR PARK CHARGES WORKING PARTY**

Steve Goodman expressed an interest in serving. As there had been a couple of apologies for today's meeting, the Town Clerk would contact resident Members after the meeting to seek further expressions of interest in respect of the remaining two positions for resident Members.

RESOLVED, that – Steve Goodman be appointed as a resident Member of the Car Park Charges Working Party.



9. **'YOU SAID; WE DID': OUTSTANDING ACTIONS LIST**

Members received the Outstanding Actions List and noted that a quote for the playground at Thomas More Gardens had been received for approximately £60,000, i.e.; - £30 per flat. Although it was not a legal requirement for this amount, a second quotation would be obtained to ensure value for money. Members noted that a lot of the works would concentrate on the surface area and the contractors were ready to start.

10. **UPDATE REPORT**

The Committee received the update report and noted the following updates.

- In respect of the Brandon Mews Canopy, Members noted that the responsible officer would be the Assistant Director, Barbican and Property Services.
- The Assistant Director advised that the City Surveyors Department is responsible for the Wood Street escalators and agreed to ask them for an update in respect of the regular, intermittent faults. Members noted that this matter would also be raised at the next meeting of the Planning and Transportation Committee. A Member of this Committee, in attendance today as an observer, agreed to update BRC Members after the Planning meeting.

RESOLVED, that – the update report be noted.

11. **UPDATE REPORT: ARUP FIRE SAFETY STRATEGY REPORTS**

The Committee considered a report of the Director of Community and Children's Services which updated Members on the progress made by Arup's in carrying out a detailed fire safety strategy audit on a representative sample of residential blocks on the Barbican Estate. The Assistant Director provided an update on the history and background of this project, for the benefit of new Members on the Committee.

Members noted an update to the recommendations in the report in that the Executive Director, Community and Children's Services, strongly recommended the installation of sprinklers to the three high rise blocks on the Barbican Estate, as had been the case with the City's social housing blocks. Members noted that they would receive further updates in respect of the action plan and feasibility study and were encouraged to visit a trial installation in a flat on the Middlesex Street Estate to see the impact of a typical sprinkler installation.

During the discussion and questions, the following points were noted:

1. Whilst it was very important to be transparent about the intrusive nature of the works, this should not distract from the fact that sprinklers save lives.
2. This report has also been circulated to the members of the RCC. At their last meeting on 6<sup>th</sup> June 2022, the Assistant Director made a commitment to robust communication and consultation with residents.

3. There is currently no budget for this work, as was the case with the fire door replacement project, and a special bid would be needed if the project were to proceed. It was noted that these works are categorised as improvements and Leaseholders would not be liable under the terms of their leases to contribute towards the cost of the works.
4. The Barbican is a Listed Estate, so there will be planning issues. The installation of sprinklers will be intrusive but pipework and ducting would be designed to be as inobtrusive as possible.
5. A 'myth busting' document had been produced for social housing tenants and would be reproduced for the works on the Barbican Estate. Members noted that the risk of sprinklers being activated by accident is about 1 in 16 million.
6. The Corporation's Fire Safety Advisor, a former London Fire Brigade (LFB) employee, has been consulted on this matter. The view is that the LFB will expect the Corporation to manage fire safety across its housing portfolio and would very unlikely contradict the recommendation in the Arup report for sprinklers to be installed in Cromwell Tower. Similarly, although, the LFB cannot enforce the installation of sprinklers they can make a strong recommendation.
7. The Executive Summary of Arup's report, appended to this report, highlights a lot of the issues that will be picked up as part of the future action plan.
8. In respect of Personal Emergency Evacuation Plans (PEEP's), officers wrote to all residents on the Barbican Estate and there had been a high level of response, given that co-operation is voluntary. Officers had been pro-actively contacting those vulnerable residents who had not responded. Plans were being developed, and officers agreed to bring a report to the next meeting in respect of emerging recommendations and mitigations. There is a lot of officer intelligence in respect of residents with vulnerabilities, and the team works with adult social care services and the carers' group. It was noted that the car park attendants also have a very good knowledge of vulnerable people on the estate.

RESOLVED, That:

1. The contents of this report be noted, together with the Fire Safety Strategy Reports produced by Arup in respect of Cromwell Tower and Andrewes House on the Barbican Estate.
2. The strong recommendation of the Executive Director, in support of the retro-fitting of automatic water fire suppression systems (sprinklers) in the three Barbican high-rise tower blocks, be noted.

3. A Feasibility Study be undertaken, giving consideration to the views of residents and recommendations of the Executive Director, Community and Children's Services, Arup's and the Fire Brigades recommendations.
4. The Feasibility Study and Action Plan be presented to the next meeting of the Committee in September 2022.

**12. PROVISION OF EWS1 FORMS**

The Committee considered a report of the Director of Community and Children's Services in respect of the City of London Corporation's approach to the provision (or non-provision) of EWS1 Forms across the Barbican Residential Estate.

Members noted that there had been no issues as yet with the 'comfort letters' issued to mortgage lenders. The Assistant Director explained that the EWS1 forms require a surveyor to inspect the whole building and a certificate is then issued. Unfortunately, there is an industry shortage of surveyors. A letter of comfort explains why we believe there is no need for a full EWS1 form and confirms that our buildings do not have ACM and MCM cladding, which has been identified as problematic. It was noted that this policy would be consistent across our social housing and the Barbican estate.

RESOLVED, that - Option 1 in the report be approved; i.e. the Corporation will not issue EWS1 Forms but provide 'Comfort Letters' for individual residents upon request

**13. CONCIERGE AND BARBICAN ESTATE OFFICE SERVICE UPDATE**

The Assistant Director provided some background on this matter, for the benefit of the new Members. Members noted that, at the last meeting of the BRC, the Committee had been asked to approve the collection of an interim payment, from the Leaseholders of terrace blocks, to enable further options to be considered in terms of savings targets and the Car Park Attendants. However, further legal advice had suggested that this might result in a challenge. Therefore, the additional amount would not be taken at this stage, and other options were being explored to put to Members.

The Barbican Association and Barbican Residents' Consultation Committee had agreed to a wholesale independent review of the Barbican Estate Office, which was due to commence shortly. The Leaseholders Service Charge Working Party would soon see a first draft of the Heads of Terms for the review to enable its input. The outcome of the review will be presented to a Special Meeting of the BRC. The Town Clerk explained that meetings can only be held during the summer recess in exceptional circumstances but Members were very keen to see this matter resolved. As the quorum is made up of voting, non-resident members, the Town Clerk advised that it would be possible to run this meeting as a hybrid, with the resident Members joining remotely, provided that a quorum of non-resident Members was present. The Chair thanked the officers and welcomed the progress on this matter, noting that the residents hold car park attendants in very high regard.

14. **BARBICAN ESTATE TOWER LIFT REFURBISHMENT - GATEWAY 1-4: PROJECT PROPOSAL AND OPTIONS APPRAISAL**

The Committee considered a report of the Director of Community and Children's Services, which proposed a programme of works to replace all lifts in Shakespeare, Cromwell, and Lauderdale Towers on the Barbican Estate. Members noted that there are nine lifts in total, three serving each Tower.

The Assistant Director explained that this is a service chargeable item, with funding being sought through this report to engage with residents ahead of the design work. Members noted that, when the matter was discussed at the RCC, the representative for Shakespeare Tower was invited to speak to officers, outside of the meeting, to share ideas and concerns about the works and interim lift performance. The report presented a strong argument for replacement rather than refurbishment. Members noted that the works would enable the lift to be more efficient and reliable, offsetting future service costs.

RESOLVED, that :

1. A budget of £50,000 be approved to engage a specialist lift consultant to undertake liaison with internal and external stakeholders, to formulate a specification to tender and cover staff costs.
2. The project budget of £50,000 (excluding risk) be noted.
3. The total estimated cost of the project at £4,600,000(excluding risk) be noted.

15. **UPDATE REPORT - BEECH GARDENS (NORTH WEST PODIUM) WATERPROOFING PROJECT**

The Committee received a report of the Director of Community and Children's Services which updated Members on the latest position with the City of London Corporation's (the Corporation) Beech Gardens (North West Podium) Waterproofing Project, the subsequent issues that have arisen, and the outcome of the steps taken to facilitate completion of the project.

Members noted that the Assistant Director had inherited this project six years ago, together with the issues set out in the report. The report set out lessons learnt, particularly in respect of the drainage which have been used to inform and guide Phase 2 of the Project, which is currently in the Gateway process. Members noted that they would receive the close-down (Gateway 6) report at the September 2022 meeting, as there were no further legal grounds on which to withhold payments to the Contractor.

RESOLVED, that – the report be noted.

16. **BLAKE TOWER**

At the last meeting of the Committee, the Assistant Director reported that communications with Redrow had been poor and residents remained

dissatisfied. Members noted that the City Corporation tends to be more successful in engaging with Redrow than the residents, and Redrow had recently agreed to meet with the Barbican Association and Blake Tower Residents Association.

The Assistant Director stressed that the Estate Office was still not in a position to take over the building but he continued to write to residents regularly to provide updates. Members noted that the Fire Brigade had visited Blake Tower recently and some improvements had been identified.

The Chair thanked the Assistant Director and Executive Director for their intervention in this matter, together with Member Helen Fentimen and past Members Randall Anderson and Michael Hudson.

## 17. **WORKING PARTY UPDATES**

The Committee received the following updates from the RCC's Working Parties.

- 17.1 **Gardens Advisory**
- 17.2 **Electric Vehicle**
- 17.3 **Leaseholder Service Charge**
- 17.4 **Service Level Agreement**
- 17.5 **Asset Management**
- 17.6 **Underfloor Heating**

In response to a questions about the fountains on the lakeside, lower lake and the waterfall, Members noted that leaseholders contribute 85% to the cost of maintaining of the lakes, the same proportion as for garden maintenance. However, in the past, the cost of works such as de-silting had been shared between the Estate and the Centre; i.e. at 42.5% to the Estate. It was suggested that this might be inequitable, and the Member asked for consultation with the residents and for the position to be monitored. Members also noted that the Lakeside area in front of the School and the Centre is not included in the service chargeable area.

The Assistant Director advised that he would raise this at his next regular meeting with the Arts Centre. Members were reminded of the formal Section 20 Consultation, which would capture both residents and the Arts Centre. However, Section 20 is fairly limited and the Estate Office's consultation always exceeds this.

## 18. **PROGRESS OF SALES AND LETTINGS**

The Committee received a report of the Director of Community and Children's Services in respect of the sales and lettings approved by officers since the last meeting of the Committee, under delegated authority and in accordance with Standing Orders. The report also provided information on surrenders of tenancies received, and the number of flat sales to date. Members noted that the 2 properties 'under offer' in the report had since been sold.

RESOLVED, that – the report be noted.

**19. BARBICAN ARREARS**

The Committee received a report of the Director of Community and Children's Services in respect of arrears on the Barbican Estate. Members noted that a more detailed breakdown was available in the non-public report on this agenda.

RESOLVED, that – the report be noted.

**20. QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE**

In response to a question about the Barbican Association's recent request for an article in 'Barbican News', which had been denied, Members noted that the Executive Director had responded directly; advising that Barbican News is intended for landlord/tenant communications, whereas residents have 'Barbican Talk' for other matters. Members noted that that a review of communications was being undertaken across the department, looking at the criteria in terms of estate wide bulletins, and Members would receive a set of principles at a future meeting.

Members stressed that the residents have very high regard for the Communications Officer and, given that the post is funded entirely by the service charge payers, they believe it is not unreasonable for the Barbican Association to be able to use it.

In response to a question about staff rest rooms, which were recently developed in the Thomas More Car park, Members noted that the cost of £235k for the project had been funded from the Landlord account. There was a delay in staff using the facility, due to Covid restrictions on staff congregating indoors but it was now being used by the cleaning staff.

**21. ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT**

The Chairman has agreed to admit the following items of urgent business.

In respect of the Rent Review, which had been missed off this agenda, it was RESOLVED, that – the decision in respect of the rent review be delegated to the Town Clerk, in consultation with the Chairman and Deputy Chairman of the Barbican residential committee.

A Member asked if the Environment Department could be engaged in the abandoned bicycles scheme. The officer advised that many abandoned bikes had been provided to charities over the years. Officers were aware of the remaining ones and had checked the car parks this week. The Member asked if the scheme could be advertised in Barbican News, and a generic in-box provided for residents to make enquiries.

Officers agreed to arrange for new Members to visit the Barbican Estate.

**22. EXCLUSION OF THE PUBLIC**

RESOLVED – That under Section 100(A) of the Local Government Act 1972, the public be excluded from the meeting for the following items on the grounds that they involve the likely disclosure of exempt information as defined in Part I of Schedule 12A of the Local Government Act.

| Item no       | Paragraph no |
|---------------|--------------|
| <b>23</b>     | <b>2,3</b>   |
| <b>24 -25</b> | <b>2,3</b>   |
| <b>26</b>     | <b>3</b>     |
| <b>27-28</b>  | <b>-</b>     |

**23. NON-PUBLIC MINUTES**

RESOLVED, that – the non-public minutes of the meeting held on 27<sup>th</sup> January 2022 be approved.

**24. BARBICAN ARREARS - NON PUBLIC APPENDIX**

The Committee received a non-public appendix in respect of agenda item 19.

**25. COMMERCIAL LEASE RENEWAL**

The Committee considered and approved a report of the Director of Community and Children’s Services.

**26. HOUSING MANAGEMENT SYSTEM UPGRADE**

The Committee received a report of the Director of Community and Children’s Services.

**27. NON-PUBLIC QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE**

There were no questions

**28. ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT AND WHICH THE COMMITTEE AGREES SHOULD BE CONSIDERED WHILST THE PUBLIC ARE EXCLUDED**

There were no items.

**The meeting ended at 3.20 pm**

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Chairman

**Contact Officer: Julie.Mayer@cityoflondon.gov.uk**

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**Actions from June 22 Barbican Residential Committee (BRC) & other outstanding issues (*updates appear in bold italics*)**

| Issue  | Source                 | Officer                               |
|--|------------------------|---------------------------------------|
| <b>Barbican Highwalks - Planned Maintenance of the Public Realm</b>  |                        |                                       |
| <i>This relates to additional funding for the Walkways, for the inspection and maintenance for a number of items; i.e. smoke vents, drainage gulleys, railings, planters, benches and signage. There are currently no funds available but Officers will continue to review if there are any savings to progress any of these works.</i>  | RCC<br>March 20        | Paul<br>Murtagh                       |
| <b>Leaseholder Service Charge Working Party</b>  |                        |                                       |
| The Assistant Director had been working with residents on the Working Party in respect of a detailed review of service charges; looking at efficiency savings that could protect and possibly reduce charges in the future. This would be an extensive piece of work, likely to take about six months, and the findings would be reported to both the RCC and BRC. It was stressed that any benefits from the findings of the Working Party would not become apparent until the next financial year.                                     | BRC<br>September 2020  | Anne<br>Mason<br>Paul<br>Murtagh      |
| A special BRC committee meeting will be held in <b>October/November 2022 (or a report will go to December BRC)</b> to review the paper BEO and Concierge Service Update. This will follow consultation with RCC.   |                        |                                       |
| <b>Condition of the play areas.</b>  |                        |                                       |
| A resident has raised concern about the condition of the play area including the soft play surface. The roundabout was removed, but unfortunately was found to be beyond repair. The BEO is currently waiting for quotes for a replacement and well as quotes for the repair and renewal of the soft play surfaces. This is an area of property maintenance where significant delays have been encountered due to supply chain issues.<br><b>One quote has been received and we await a second quote to demonstrate value for money.</b> | RCC and<br>BRC June 22 | Helen<br>Davinson                     |
| <b>Brandon Mews Canopy</b>   |                        |                                       |
| <b>An oral update detailing options for cleaning is planned for September committee.</b>   | RCC and<br>BRC Jan 22  | TBC.                                  |
| <b>Introductory tours of the estate.</b>   |                        |                                       |
| <b>Dates for a tour of the estate plus an overview of the service charge account have been offered to all BRC members</b>  | BRC Jun 22             | Rosalind<br>Ugwu and<br>Anne<br>Mason |
| <b>Contact:</b> Helen Davinson, Resident Services Manager<br>E: helen.davinson@cityoflondon.gov.uk   |                        |                                       |
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# Agenda Item 6

|   |   |
|---|---|
| <b>Committee:</b>   | <b>Date(s):</b>                         |
| Residents' Consultation Committee                               | 20 September 2022                       |
| Barbican Residential Committee                                  | 30 September 2022                       |
| <b>Subject:</b> Update Report                                   |   |
| <b>Report of:</b> Director of Community and Children's Services | <b>Public</b><br><b>For information</b> |
| <b>Summary</b>  |   |
| <b>Barbican Estate Office</b>                                   |   |
| 1. Agenda Plan  |   |
| <b>Property Services – see appendix 1</b>                       |   |
| 2. Lift availability  |   |
| 3. Redecorations  |   |
| 4. Repairs and Maintenance Project                              |   |
| 5. Tower Block lift replacement                                 |   |
| 6. Window frame replacement                                     |   |
| Recommendations that the contents of this report are noted.     |   |

## **Background**

This report updates members on issues raised by the Residents' Consultation Committee and the Barbican Residential Committee at their meetings in January 2022. This report also provides updates on other issues on the Estate.

### **1. Agenda Plan**

The table below includes a list of pending committee reports:

## Residents' Consultation Committee & Barbican Residential Committee

| Report Title  | Officer         | RCC Meeting Date | BRC Meeting Date          |
|---|-----------------|------------------|---------------------------|
| Concierge and BEO Service Update  | Paul Murtagh    |                  | Special meeting, date TBC |
| "You Said; We Did" Actions (Separate list for RCC & BRC)  | BEO             | 28 Nov           | 9 Dec                     |
| Annual Resident Survey  | Helen Davinson  |                  |                           |
| Fire Safety Update  | Paul Murtagh    |                  |                           |
| Blake Tower - Oral Update   | Paul Murtagh    |                  |                           |
| Service Charge Expenditure & Income Account - Original Budget 2022/23 & Original Budget 2023/24   | Chamberlains    |                  |                           |
| Revenue & Capital Budgets – Original Budget 2022/23 and Original 2023/24 - Excluding dwellings service charge income & expenditure  | Chamberlains    |                  |                           |
| Progress of Sales & Lettings  | Anne Mason      |                  |                           |
| Arrears Report <b>(BRC Only)</b>  | Anne Mason      |                  |                           |
| Working Party Updates <b>(RCC Only)</b> <ul style="list-style-type: none"> <li>• Gardens Advisory</li> <li>• Asset Maintenance</li> <li>• Background Underfloor Heating</li> <li>• Leaseholder Service Charge</li> <li>• Electric Vehicle</li> <li>• Service Level Agreement</li> </ul> | Working Parties |                  |                           |
| Update Report: <ul style="list-style-type: none"> <li>• Main update - Agenda Plan 2023</li> </ul> Property Services Update (Appendix 1)   | BEO             |                  |                           |

**Contact:**

Tel:

E:mail:

Helen Davinson, Resident Services Manager

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**3. Public Lift Availability**

Availability of the public lifts under the control of Property Services is detailed below:

| Lift                 | From April 2021 to March 2022 | From April 2022 to June 2022 |
|----------------------|-------------------------------|------------------------------|
| Turret (Thomas More) | 97.24%                        | 97.68%                       |
| Gilbert House        | 99.80%                        | 99.72%                       |

**4. Redecorations**

K&M McLaughlin has been on site now for 6 months. At the time of this report, the latest update is as follows:

- Mountjoy House internals are complete including inspection and snagging.
- Bryer Court, John Trundle Court and Bunyan Court externals are all complete (including snagging) with the exception of the 6th and 7th floors. Decoration towers are present on site and currently on Bryer Court. They will move along the balconies and onto Bunyan Court.
- Ben Jonson House externals have started and are approximately 80% complete. Work is yet to be inspected and snagged.
- Cromwell Tower externals have started and are approximately 50% complete. Work is yet to be inspected and snagged.

Coming up

- Consultation is currently being carried out before the external works at Frobisher Crescent and Breton House commence. Frobisher Crescent requires further discussion with the Barbican Centre before work can start.
- Andrewes House, Gilbert House and Defoe House internals are scheduled for a provisional start date of October 22.

**5. Repairs and Maintenance Contract.**

The current Repairs and Maintenance Long Term Service Agreement is due to expire in March 2024. The procurement process for re-tendering the works will commence in the New Year and the Property Services Team will be seeking assistance and input from residents during the process. This can be done either through an existing working party or by forming a sub-group to be involved at an early stage.

## **6. Tower Block Lift Project**

The tower block lift project is in its early stages. A consultant has been appointed to develop the specification. This will involve a series of resident meetings to discuss any requirements they may have. We intend to start the procurement process early in 2023. Following a successful contract award and contractor's lead-in times, works are expected to commence late 2023 for a period of 2.5 – 3 years.

## **7. Window Frame Replacements**

It has been necessary over the last 12 months to replace 18 window frames across several blocks on the estate at an estimated cost of £383,212. These have either been top floor flats or flats where the windows are fully exposed with no soffit above. There are currently 8 more that need to be replaced at an estimated cost of £253,350.

We have recently commissioned an intrusive survey of top floor window frames across all blocks and a random sample of lower floor frames. At the time of this report, 3 blocks have been completed and we await the draft reports. The aim is to have all blocks completed and reports issued by the end of the calendar year. Subject to the outcome, works identified will be packaged and procured as one project. There will also be a schedule of rates element within the contract that will allow officers to 'call-off' the replacement of future window frames at the previously procured rates.

|  |  |
|--|--|
| <b>Committee(s)</b>  | <b>Dated:</b>                          |
| Barbican Residents Consultation Committee<br>Barbican Residential Committee              | 20 September 2022<br>30 September 2022 |
| <b>Subject:</b><br>Fire Safety Update  | <b>Public</b>                          |
| <b>Report of:</b><br>Director of Community & Children's Services                         | <b>For Information</b>                 |
| <b>Report author:</b><br>Paul Murtagh<br>Assistant Director Barbican & Property Services |  |

## Summary

The purpose of this report is to provide Members of this Committee with information on how the City of London Corporation (the Corporation), through its Housing Property Services Team, is ensuring that its homes on the Barbican Residential Estate are managed in a way that meets compliance with current health and safety legislation, best practice, and regulatory standards relating to fire safety.

This report also provides an update for Members on the progress that has been made in relation to fire safety matters since the last report submitted to Committee in January 2022.

## Recommendation

Members are asked to note, consider, and comment on the report.

## Main Report

### Background

1. In September 2017, a detailed report was brought to this Committee to update Members on the City of London Corporation's (the Corporation) approach to fire safety on the Barbican Estate. The report informed Members of the progress we had made with matters such as:

- fire risk assessments,
- communication with residents,
- estate management,
- fire safety maintenance and improvement work,
- inspections by the London Fire Brigade (LFB),
- potential future improvement works.

2. Subsequently, further update reports have been brought back to Committee on a regular basis with the last one being in January 2022. This paper is intended as a further update.

## **Fire Risk Assessments**

3. As Members are aware, Frankham Risk Management Services Limited completed FRAs for each of the residential blocks on the Barbican Estate in January/February 2018 and, as agreed by Members, these were published on the Corporation's website.
4. At its meeting on 17 September 2018, Members were first presented with the 'Specific Hazard Identification and Action Plan Template for Fire Risk Assessments', which lists the recommendations from all the FRA's on the Barbican residential blocks. Officers continue to work on the various recommendations contained within the Action Plan and good progress is being made. An updated version of the Action Plan is included at Appendix 1 to this report.
5. Carrying out FRA's under the Regulatory Reform (Fire Safety) Order 2005 (RRO), is a vital and legally required part of the CoLC's fire safety strategy for its residential portfolio. The RRO does not specify how often FRA's should be carried out or reviewed. However, the Local Government Association (LGA) has published guidance on fire safety in purpose-built blocks of flats, which recommends the following procedure for FRA's:

### Low-rise blocks up to 3-storeys built in the last 20 years

- reviewed every 2 years;
- redone every 4 years.

### For blocks with higher risks (such as age), or those more than 3-storeys high

- reviewed every year;
- redone every 3 years.

6. Up until 2018, the FRA's for the Barbican residential blocks had been done annually. The FRA's from January/February 2018 have again been reviewed and mandated in line with the Corporation's auditing procedures for FRA's.
7. Clearly, simply carrying out FRA's is worthless if they are not updated regularly, and the improvement work identified is not undertaken. As Members will be appreciate, a considerable amount of fire safety work has been done, is being done and is scheduled to be done to maintain the Barbican residential blocks at the required standard.
8. Whilst, understandably, our focus has been on continuing the progress we are making on the improvements identified in the Action Plan from the 2018 FRA's, work is now well underway on the new FRA's for the Barbican Estate. Following a Corporate procurement exercise, Turner & Townsend was appointed to undertake the next round of FRA's for both Housing and Barbican. Turner & Townsend has



now completed the survey work for the FRA's on all blocks across the Barbican Estate and, officers are currently reviewing and analysing the initial draft reports. The FRA's for the car parks across the Barbican Residential Estate are being done separately and, surveys are now in progress.

9. It is expected and scheduled that Turner & Townsend will complete the new Type 3 FRA's for the whole of the Barbican Estate (including the car parks) by mid-November and, Officers will be reporting the outcome of the 2022 FRA's, along with a new Action Plan, to the Barbican Residential Committee (BRC) at its meeting in December.
10. It should be noted that, any urgent matters identified during the surveys for the new FRA's on the Barbican Estate are immediately reported to us to ensure that immediate action can be taken. Such instances so far to date include the storage and charging of electric scooters/mobility chairs in communal areas, obstructed fire exits and escape routes and service cupboard fire doors not closing correctly.

## **Fire Doors**

11. As Members will be aware from previous update reports, random sample destructive testing of three front entrance door sets to individual flats on the Barbican Estate was carried out. Although, all three door sets, when installed, complied fully with the Building Regulations that were in force at that time, the destructive testing showed that all three door sets tested failed to meet the modern standards for fire resistance.
12. In accordance with the expressed views of Members, Officers made a successful Capital Bid for £20million for the replacement of front entrance door sets to all residential properties on the Barbican Estate with new modern replacements that comply with Approved Document B – Fire Safety of the Building Regulations.
13. At its meeting on 15 March 2021, Members approved a Gateway 2 Report for the Barbican Fire Door Replacement Programme, which provided for the following:
  - approval of a budget of £275,000 for internal staff costs and professional fees to reach the next Gateway.
  - noting the total estimated cost of the project at £20,000,000 (excluding risk).
  - noting the risks contained in the Risk Register.
14. Following the completion of a compliant procurement exercise, we appointed Guardian Consultancy Services Limited to carry out a full audit and survey of all the fire doors across the Barbican Estate. This work is now complete and all fire doors across the Estate have been identified to enable officers to group the doors into a structured programme based on priority. A further exercise has been undertaken by our appointed consultant, reForm Architects, to confirm the existing compartmentation lines within the communal areas and map them out on scaled drawings. This exercise will help us identify and challenge areas where standards or legislation have changed since the buildings were originally constructed. The completed drawings are now with our fire engineering specialist, BB7, for verification.

15. Once the compartmentation drawings have been signed off by BB7, they will form part of the design tender and, along with the fire door audits, will enable the procurement of the Design Team for the project. Once the Design Team has been appointed, a structured programme for the replacement of the doors on a block-by-block basis will be formulated and shared.

### **Communication with residents**

16. Members will recall that detailed information, in the form of 'Frequently Asked Questions' bulletins, was produced specifically for the Barbican Estate. This was distributed to all House Groups and to residents through our email broadcast service and has also been posted on the Housing Fire Safety pages on the City's website. This information is reviewed on a regular basis and is updated as the fire safety improvement works progress.

17. There have been no new significant fire safety issues raised by residents since the last update report in January 2022. Detailed information on fire safety remains available on the Corporation's website.

### **Estate Management**

18. Barbican Estate Office (BEO) staff continue their work to ensure that balconies, walkways, and exits are kept clear from hazards. This includes the removal of combustible material from outside properties, along with any items which might cause a trip hazard for residents or firefighting crews in the event of an emergency.

### **Fire Related Incidents on the Barbican Estate**

19. In July this year, there were two reported kitchen fires on the Barbican Estate, both of which, required the attendance of the London Fire Brigade (LFB).

20. The first incident occurred when a resident, who was away from home, contacted the BEO reception to report that they thought they had left the oven on. Staff in the BEO attended immediately and, seeing smoke from the kitchen, entered the property through an open balcony door. The oven had indeed been left on and although, the item in the oven was burnt through and there was a lot of smoke, there was no fire.

21. The second incident occurred when, a pan caught fire on a kitchen hob and spread to the kitchen extractor unit. The LFB was called and attended to extinguish the fire. Although the fire did reach the kitchen extractor unit, it did not breach the variable control damper within the extractor unit and subsequently, did not enter the communal shunt duct system. On this occasion, the fire was likely exacerbated by a lack of cleaning and a build up of grease within the kitchen extractor unit.

22. Since July, two further messages have gone out to Barbican residents via the Weekly Bulletin, emphasising the importance of cleaning the kitchen extraction unit and, advising residents that this is a service that the BEO can provide on request. The BEO recommends that the kitchen extractor units are cleaned annually.

23. Prior to the two incidents above in July this year, the last known incident occurred in March 2020, where a resident forgot something they had put on the hob. There was no damage to the property.

### **London Fire Brigade (LFB)**

24. Members will be aware from previous reports that the LFB was carrying out more frequent ad-hoc inspections on residential flat blocks across the City to ensure that they comply with the requirements of the Regulatory Reform (Fire Safety) Order 2005 and to ensure that appropriate FRAs are being carried out.

25. The LFB attends the Barbican Estate on a regular basis to carry out routine safety inspections, provide advice to residents and, to discuss fire safety related matters with officers. In August 2021, the LFB carried out formal ad-hoc fire safety inspections on all three towers on the Barbican Estate. A few minor recommendations were made at the time of the inspections and, these were acted upon immediately. There were no formal reports from the LFB as a result of these inspections and, although we understood that the LFB would carry out further inspections of the three towers every three months, this has not happened presumably, due to resource issues and other commitments.

### **Frobisher Crescent**

26. Members will be aware from previous reports, that concerns had been raised about the level and efficiency of the fire stopping carried out as part of the redevelopment of the top three floors of Frobisher Crescent to create new residential apartments. Following the completion of a detailed and specialist (but non-intrusive) compartmentation survey, we had a much clearer understanding of the extent of the deficiencies with the existing compartmentation/fire stopping and consequently, the extent of the remedial work that is required.

27. Following a compliant competitive procurement exercise, Guardian Consultancy Services Limited (Guardian) was appointed to carry out the remedial compartmentation/fire stopping works and, the substantive works began on 10 January this year, with further intrusive surveys and investigation works. As part of the Communications Strategy for this project, the contractor and relevant officers meet monthly with nominated representatives of Frobisher Crescent residents and regular updates are provided to all residents.

28. The success of this project is heavily reliant on the co-operation of Frobisher Crescent residents, as well as the collaboration and support of the Corporation's Planning and Building Control Teams. In addition, we continue to work very closely with our colleagues in the Barbican Arts Centre to ensure that all future fire safety works commissioned by the Estate Office for Frobisher Crescent and the Arts Centre are aligned.

29. The project is currently two months behind the original programme for the works due, in the main, to the time taken for confirmation of the proposed technical solutions and, for Building Control to engage with us on site. Additional investigation works have been necessary to identify and agree on some of the

proposed technical solutions particularly, the proposed solution between the flats and corridors. Unfortunately, the original proposed solution was found to be unsuitable and, until this matter had been resolved, it made no sense to commence with other parts of the project.

30. As part of the due diligence and quality control aspect of this project, BM Trada recently carried out a detailed audit on the work completed to date and, has confirmed that the work done and the solutions installed are of good quality and, comply fully with the third-party accreditation scheme required for this project.
31. Now that adequate progress has been made with Building Control and BM Trada in identifying and agreeing the revised solutions for the critical elements of the compartmentation/fire stopping works, Guardian is increasing its labour on site and the pace of the project will increase accordingly. We currently anticipate that the works will be completed by December this year.

### **Further specialist fire safety surveys**

32. Due to the unique nature of the Barbican Estate, it was agreed that further detailed specialist fire safety survey should be undertaken on a representative sample of flat blocks on the Barbican Estate. The purpose of these specialist surveys would be to review and assess specific fire safety precautions such as:
- Communal fire doors;
  - Smoke control measures;
  - Fire alarm and fire detection measures;
  - Escape routes;
  - Ventilation provisions
  - Compartmentation/fire stopping.
33. These specialist surveys would also satisfy some of the recommendations of the FRA's that were carried out by Frankham Risk Management Services Limited and, will help fill in some of the 'gaps' in our understanding of how the residential buildings will perform in the event of a fire.
34. Arup, a specialist firm of engineering consultants, was subsequently appointed to carry out a detailed fire safety audit on a representative sample of residential blocks on the Barbican Estate. Arup has now completed its work and reports have been received for Andrewes House, Cromwell Tower and Mountjoy. A detailed report on the outcome of the work done by Arup and, a subsequent Action Plan, is included as a separate report to this Committee.
35. We have also recently completed specific compartmentation/fire stopping surveys of the communal areas to Brandon Mews, Defoe House, and Shakespeare Tower. The reports are being analysed and, the outcome and recommendations from the report will be included in the Fire Safety Update Report to this Committee in December.

## **Fire Safety Signage**

36. One of the key findings of the FRA's completed by Frankham Risk Management Services Limited in January/February 2018, was the need to need to update and bring up to standard the fire safety signage across all residential blocks on the Barbican Estate. The existing signage was found to be out of date, inadequate, conflicting and, in some cases, incorrect.
37. Following a compliant procurement exercise, Britannia Fire & Security Limited was appointed to carry out this work. In order to benefit from 'economies of scale', the contract for this work also included similar works across the Corporation's social housing estates, which is now complete.
38. When work began on the Barbican Estate, residents raised concerns with the replacement signage particularly, in relation to the suitability of the signs in the context of the listed status of the Barbican Estate. To address the concerns of residents, the fire signage works on the Barbican Estate were suspended.
39. Following further discussions with the Corporation's Planning Team and, a compliant procurement exercise, we appointed rePurpose Architects to develop and produce a bespoke Fire Strategy Document for the Barbican Residential Estate that would analyse the existing fire safety signage on the Estate and, set out the proposals for, and the reasoning behind the new fire safety signage for the various blocks.
40. The Fire Strategy Document has been completed and submitted to colleagues in Planning for consideration. We have subsequently been advised that Listed Building Consent is required for these works due to a lack of clarity around the Estate Management Guidelines and, reForm Architects has now been appointed to prepare and submit a detailed application for Listed Building Consent.
41. The Fire Strategy Document has also been submitted to the LFB for comment and, the LFB has confirmed that it is "in line with the LFB's expectations". The document has recently been shared with members of the Asset Maintenance Working Group and, we will be taking into consideration any comments and observations received.

## **Evacuation Assessments for Vulnerable Residents**

42. There is no legal requirement for personal emergency evacuation plans (PEEP's) in high-rise housing (the government rejected this proposal earlier this year). However, as part of its work to ensure a high standard of fire safety in the homes we manage, the Corporation has introduced a new procedure for assessing vulnerable residents, who may need help evacuating in an emergency or, who may benefit from further help and advice on fire safety issues in their homes.
43. In February/March this year, the BEO wrote to all residents on the Barbican Estate asking them to fill out a short survey should they feel that any member of their household would struggle to evacuate the building in the event of an emergency. This was followed up with two reminders in the Weekly Bulletin in March and April and, a further reminder in August.

44. To date, 67 households have responded to inform us that they (or other members of their household) may have difficulty evacuating the building if they had a fire in their home. Of those 67 responses, 24 households advised that they had no working smoke detectors in their homes. These households were immediately advised to contact the LFB to organise a free Home Safety Inspection. In some instances, with the resident's permission, the House Officer Team made appointments for them directly with the LFB. Where residents declined a LFB visit, the Corporation's Property Services Officers installed smoke detectors for them.
45. All the 67 households that responded to our letter have been contacted personally by the House Officer Team. Advice has been given about what residents should do in the event of a fire (raise the alarm, leave the property, close the door behind you, try to take a phone with you etc).
46. Relevant information has been included in the Premises Information Boxes installed across the Barbican Estate and, is also lodged with the local car park box/lobby as, this is often the first point of call for the LFB in the event of a 'call-out'. This information is checked and updated quarterly.
47. The BEO continues to work with residents on this matter as, we do believe that there are more households on the Barbican Estate who would benefit from this service than the 67 that have come forward so far to date. We continue to include quarterly reminders in the Weekly Bulletin, as well as a specific focused estate-wide mailout every year.
48. All information we hold regarding residents' circumstances relating to this initiative is managed, used, and stored securely in strict accordance with corporate data protection policies.

## **Appendices**

Appendix 1 – Fire Safety Action Plan

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| Estates         | Observation/Issues   | Consideration and recommendation   | Block   | Risk Priority & Action completed by Date | Responsible Team          | Timescale | Cost              | Comments   |
|-----------------|--|--|---|--|---------------------------|-----------|-------------------|--|
| Barbican Estate | Evidence was not available to confirm relevant electrical equipment such as communal area heating appliances; are subject to PAT.  | Ensure relevant equipment is subject to a robust PAT by a competent person.  | Only Tower blocks (Except Lambert Jones Mews, Postern & Wallside) | Priority-C 28 days Medium                | Housing Property Services | Completed | N/A               | Regular testing programme in place. Certificates filed centrally. Will be made available before commencement of future FRA's.  |
| Barbican Estate | Evidence was not available to confirm the fixed wiring installation is subject to an appropriate programme of periodic testing.  | Ensure a robust programme of 5 year fixed wiring testing is implemented.   | All blocks and car parks  | Priority-C 28 days Medium                | Housing Property Services | Completed | £20,000 per annum | Detailed pre-survey completed, programme now commenced.  |
| Barbican Estate | Due to the survey being undertaken during daylight hours it was not possible to determine if an adequate provision of emergency lighting exists throughout the premises.   | A survey should be undertaken by a competent person; with any identified issues being rectified to ensure the system complies with BS 5266.  | All blocks and car parks  | Priority-E Project Planning Medium       | Housing Property Services | Completed | N/A               | Emergency lighting maintenance contract in place.  |
| Barbican Estate | <ul style="list-style-type: none"> <li>The flat entrance door is consistent with those throughout the block. It does not comply with current standards.</li> <li>It appears to be of substantial construction, without substantial rebates, smoke strips or intumescent seals, hinges x3 do not appear to be of fire resisting standard. The centre hinge appears to be of spring loaded design, to assist with door closing; however it was noted that this arrangement did not result in the door self-closing effectively.</li> </ul>   | Due to the opportunity for means of escape in 2 directions; this situation is considered acceptable. Consideration should be given to upgrading/replacing doors on the means of escape routes; to current standards as part of any future refurbishment program. Consideration should be given to implementing a robust program of testing and servicing for spring loaded hinges; to ensure final exit doors close effectively. | All blocks  | Priority-D 3 Months Low (Project)        | Housing Property Services | 31-Dec-23 | £20million        | Destructive testing of front entrance doors confirm that they are generally not up to modern standard. Successful capital bid made for funding to replace all doors.                     |
| Barbican Estate | It was noted that in some instances lobby doors are not provided with smoke seals. Ensure all such doors are provided with adequate protection against the spread of smoke.  | Ensure all such doors are provided with adequate protection against the spread of smoke.   | All blocks (Except Lambert Jones Mews & Postern )                 | Priority-D 3 Months Low                  | Housing Property Services | 31-Dec-22 | £70,000           | Pre-survey to identify full extent of works. Included in Arup Survey. Survey underway but delayed due to Covid.  |
| Barbican Estate | <ul style="list-style-type: none"> <li>It was noted that numerous doors to electrical intakes, service risers, plant rooms, stores and similar; within escape routes are not provided with 'fire door keep shut' signs.</li> <li>Lobby doors are not provided with 'fire door keep shut signs'.</li> <li>'Do not use lift in case of fire' signs are not displayed adjacent to lift enclosures.</li> </ul>   | Ensure appropriate signs are displayed.  | Andrew House , Ben Johnson, Brandon Mews                          | Priority-C 28 days Medium                | Housing Property Services | 31-Mar-23 | £120,000          | Included in Fire Signage Improvement Programme - work suspended due to further works relating to Listed Building Consent.  |
| Barbican Estate | Fire action notices are inconsistently displayed in communal areas and the guidance is ambiguous in respect of a 'stay put' evacuation strategy.   | Consideration should be given to replacing this signage with more definitive instructions; displayed in a consistent manner.   | All blocks  | Priority-D 3 Months Low                  | Housing Property Services | 31-Mar-23 | £120,000          | Included in Fire Signage Improvement Programme - work suspended due to further works relating to Listed Building Consent.  |
| Barbican Estate | It was noted that portable fire extinguishers are provided within communal areas. Typically fire extinguishers are not provided within this type of property as residents are unlikely to have been appropriately trained.   | Consideration should be given to their removal.  | All blocks and car parks  | Priority-C 28 days Medium                | Barbican Estate Office    | Completed | N/A               | Fire extinguishers in plant rooms serviced to ensure they are fit-for-purpose.   |
| Barbican Estate | As part of the fire risk assessment process a documentation audit was undertaken in respect of the specific premises. The brief was to randomly sample 6 categories from a detailed list detailed above. In this instance the only records available at the Estate Office were as follows; <ul style="list-style-type: none"> <li>Whilst it is evident that Allied Protection are maintaining fire alarm systems; contractors are not updating documented records.</li> <li>Records were not available to evidence the recently implemented program of fire door inspections.</li> <li>Fire stopping registers are not in place; this has specific relevance in respect of PDA's &amp; EDA's.</li> <li>Records of fire brigade operation attendances are not maintained. It is recommended that robust arrangements be implemented to ensure the requirements of CoL Guidance Note on Fire Log Books on CoL premises are achieved.</li> </ul> Portable firefighting equipment is out of test date; this situation is expected to be resolved in response to relevant guidance provided elsewhere in this report.   | It is recommended that robust arrangements be implemented to ensure the requirements of CoL Guidance Note on Fire Log Books on CoL premises are achieved.  | All blocks and car parks  | Priority-C 28 days Medium                | Housing Property Services | Completed | N/A               | Regular testing programme in place. Certificates filed centrally. Will be made available before FRA in future.   |
| Barbican Estate | The emergency services box contained; <ol style="list-style-type: none"> <li>Estate block plan map.</li> <li>Useful telephone numbers list.</li> <li>Block plan.</li> </ol>  | Consideration should be given to liaising with London Fire Brigade to rationalise/standardise the information contained within the premises information box.   | All blocks  | Priority-C 28 days Medium                | Barbican Estate Office    | Completed | N/A               | All 36 'Premises Information' boxes at the entrances to the blocks and car parks have been updated to include Estate plans, block plans, and contact numbers for the emergency services. |
| Barbican Estate | It was noted that portable fire extinguishers within communal areas and plant rooms (provided for use by competent persons) have not been subject to servicing within the past 12 months.  | Subject to comments in 19.4, ensure all such equipment is robustly maintained.   | All block and car parks (Except Lambert Jones Mews & Postern )    | Priority-C 28 days Medium                | Housing Property Services | Completed | N/A               |  |
| Barbican Estate | <p>What appears to be a BS 5839 pt 6 category LD3 grade F fire alarm system is installed.</p> <ul style="list-style-type: none"> <li>A means of providing detection and warning was not provided. The domestic smoke detector did not function when tested.</li> <li>Accommodation is largely of open plan design across all levels.</li> <li>Where provided doors to the internal escape route are unlikely to comply with current standards.</li> <li>It should be noted that issues exist in respect of the ability for CoL to effectively manage residents actions; which may compromise the internal means of escape from their or a neighbouring dwelling.</li> <li>What appear to be original nonfire rated room dividers are present ( Cromwell Tower)</li> <li>Domestic smoke detectors x2 were provided. (John Trundle Court)</li> <li>A means of providing detection and warning was not provided. (John Trundle Court)</li> <li>Accommodation is largely of open plan design across all levels. (John Trundle Court)</li> <li>Where provided doors to the internal escape route are unlikely to comply with current standards. (John Trundle Court)</li> <li>Alternative means of escape routes provide direct access to the communal escape balcony at both the lower level and at the upper level, to a shared enclosed balcony; from where further escape should be made via the neighbouring dwelling. (John Trundle Court).</li> <li>Significant structural alterations have created a largely open plan flat; with non-fire rated room dividers. (Lauderdale Tower)</li> </ul> | As a compensatory feature in respect of internal configuration; consideration should be given to installing/upgrading a fire alarm system to BS 5839 pt 6 category LD2 grade D.  | All blocks  | Priority-B 4 days High                   | Housing Property Services | 31-Dec-22 | £70,000           | Pre-survey to identify full extent of works. Included in Arup Survey. Survey underway but delayed due to Covid.  |

|                 |  |  |   |                                    |                           |           |                   |  |
|-----------------|--|--|---|------------------------------------|---------------------------|-----------|-------------------|--|
| Barbican Estate | It should be noted that issues exist in respect of the ability for CoL to effectively manage residents actions; which may compromise the internal means of escape from their or a neighbouring dwelling.   | CoL should undertake a strategic review of management protocols regarding tenants/leaseholders actions which may implications the overall fire safety of the premises.   | All blocks  | Priority-C 28 days Medium          | Barbican Estate Office    | Completed | N/A               | Part of ongoing inspection regime carried out by House Officers in Barbican Estate Office.   |
| Barbican Estate | <ul style="list-style-type: none"> <li>Vertical service risers which serve multiple dwellings are present; residents/contractors potentially have access to these enclosures for the purposes of alterations/maintenance to services.</li> <li>It was not possible to determine the standard of fire resistance provided between the flat and communal stair afforded by glazed partitions.</li> <li>It appears that flats were originally provided with a non-fire rated 'pass door' arrangement adjacent to the main entrance/exit door; in this instance this facility is still available.</li> </ul> | Consideration should be given to the targeted inspections of a sample of dwellings to undertake Type 4 fire risk assessments; to address specific areas of concern. Consideration should be given to implementing a program of scheduled cleaning for communal kitchen extraction installations.   | Andrew House , Ben Johnson, Brandon Mews, Defoe House, Frobisher Crescent, Speed House                | Priority-C 28 days Medium          | Housing Property Services | 31-Dec-22 | £70,000           | Pre-survey to identify full extent of works. Included in Arup Survey. Survey underway but delayed due to Covid.  |
| Barbican Estate | Appropriate 'no smoking' signs are not prominently displayed within communal areas.  | Ensure appropriate signs are displayed.  | Brandon Mews  | Priority-D 3 Months Low            | Housing Property Services | Completed | N/A               |  |
| Barbican Estate | It was noted that the final exit doors to alternative MOE from rooftop plant rooms are fitted with inappropriate locking mechanisms.   | It is recommended that failsafe devices; such as push paddles or similar are fitted.   | Brandon Mews  | Priority-E Project Planning Low    | Housing Property Services | Completed |                   | Part of maintenance programme.   |
| Barbican Estate | <ul style="list-style-type: none"> <li>Where provided doors to the internal escape route do not appear to comply with current standards.</li> <li>A loft hatch and ladder arrangement provide internal access from 02 level the 03 level garage; where an alternative means of escape is available. It is assumed that the original design provide a permanent staircase between these levels.</li> <li>A means of providing detection and warning was not provided.</li> </ul>  | As a compensatory feature in respect of internal configuration; consideration should be given to installing/upgrading a fire alarm system to BS 5839 pt 6 category LD2 grade D.  | Brandon Mews  | Priority-B 4 days High             |                           |           |                   |  |
| Barbican Estate | <ul style="list-style-type: none"> <li>Vertical service risers which serve 2 dwellings are present; residents/contractors potentially have access to these enclosures for the purposes of alterations/maintenance to services.</li> </ul>  | Consideration should be given to the targeted inspections of a sample of dwellings to undertake Type 4 fire risk assessments; to address specific areas of concern.  | Brandon Mews,   | Priority-C 28 days Medium          | Housing Property Services | Completed | £5,000            | Further specialist detailed Fire Management Survey has been carried out. Several of the improvements identified in the FRA's confirmed as unnecessary and are mitigated by the design of the building. Some minor improvements required.   |
| Barbican Estate | The inadequate provision of electrical socket outlets, within the kitchen area; encourages the potentially hazardous use of multi adapters, trailing leads and similar.  | Consideration should be given to providing additional electrical socket outlets in the kitchen area.   | Ben Johnson, Breton House, Bryer Court, Bunyan Court, Defoe House, Mountjoy House, & Willoughby House | Priority-C 28 days Medium          | Housing Property Services | Completed | £100,000          | We are only responsible for the kitchens in our rented homes. We have introduced an electrical testing programme that will pick up this improvement work.  |
| Barbican Estate | It was noted that in some instances discarded trade materials and general waste has been allowed to accumulate in riser cupboards.   | Implement robust management arrangements to ensure all such areas are maintained free from inappropriate storage.  | Cromwell Tower, Lauderdale Tower & Shakespeare Tower  | Priority-C 28 days Medium          | Barbican Estate Office    | Completed | N/A               | Dealt with through inspection process carried out by Barbican Estate Office.   |
| Barbican Estate | It was noted that in a number of instances what appears to have been unauthorised structural alterations have been undertaken by/on behalf of residents. This has resulted in compromised standards of compartmentation between individual flats and the communal risers.  | Ensure appropriate remedial actions are implemented to achieve and maintain current standards.   | Cromwell Tower, Lauderdale Tower & Shakespeare Tower  | Priority-D 3 Months Medium         | Housing Property Services | Completed | £40,000 per annum | We have appointed a Technical Surveyor to oversee the Landlord's Approval process.   |
| Barbican Estate | Anecdotal evidence from the tenant suggested that lack of maintenance to the kitchen extraction system has previously resulted in a small fire; elsewhere on the estate.   | Consideration should be given to implementing a program of scheduled cleaning for communal kitchen extraction installations.   | John Trundle Court  | Priority-C 28 days Medium          | Housing Property Services | Completed | N/A               | Inspection and maintenance programme in place.   |
| Barbican Estate | <ul style="list-style-type: none"> <li>The internal original configuration appears to have been of; entrance hall, kitchen, bedrooms, lounge and bathrooms.</li> <li>Where provided doors to the internal escape route appear to comply with current standards.</li> <li>Alternative means of escape are provided via external stairs to the communal flat roofs and a place of ultimate safety.</li> <li>Domestic smoke detectors are provided.</li> </ul>  | As a compensatory feature in respect of internal configuration; consideration should be given to installing/upgrading a fire alarm system to BS 5839 pt 6 category LD2 grade D. CoL should undertake a strategic review of management protocols regarding tenants/leaseholders actions which may have implications to the overall fire safety of the premises.   | Lambert Jones Mews, Postern   | Priority-D 3Months Low             | Housing Property Services | Completed |                   | Further specialist detailed Fire Management Survey is being carried out. Initial surveys suggest that many of the improvements identified in the FRA's are unnecessary and are mitigated by the design of the building. Management protocols have been reviewed and deemed satisfactory. Installation of alarm systems not deemed appropriate. |
| Barbican Estate | <ul style="list-style-type: none"> <li>Visual inspection of compartmentation between neighbouring dwellings (via walls and ceilings) did not identify any obvious areas of concern.</li> <li>Vertical service risers which serve 2 dwellings may be present; residents/contractors potentially access these enclosures for the purposes of alterations/maintenance to services.</li> </ul>   | Consideration should be given to the targeted inspection of a sample of dwellings to undertake Type 4 fire risk assessments; to address specific areas of concern.   | Lambert Jones Mews & Postern  | Priority-D 3Months Low             | Housing Property Services | 31-Mar-23 | £5,000            | Low risk - compartmentation survey underway on sample blocks.  |
| Barbican Estate | Alternative means of escape are provided via communal balconies  | Consideration should be given to upgrading/replacing doors on a single means of escape route to achieve compliance with current standards. Where the opportunity for means of escape in 2 directions is available; this situation is considered acceptable. Consideration should be given to upgrading/replacing doors on the means of escape routes; to current | Thomas More House   | Priority-C 28 days Medium          | Housing Property Services | 31-Dec-23 | £20million        | Destructive testing of front entrance doors confirm that they are generally not up to modern standard. Capital Bid made for funding to replace all doors.  |
| Barbican Estate | Whilst emergency action notices were provided, it not considered that sufficient signs are displayed in prominent positions throughout the car park.   | Ensure appropriate signs are displayed.  | All car parks   | Priority-C 28 days Medium          | Housing Property Services | 31-Mar-23 | £120,000          | Included in Fire Signage Improvement Programme - work suspended due to further works relating to Listed Building Consent.  |
| Barbican Estate | It was noted; That fire doors to protected escape routes do not consistently display 'fire door keep shut' signage'.<br>Doors to plant rooms, service cupboards and similar do not consistently display 'fire door keep locked' signage.   | Ensure appropriate signs are displayed.  | All car parks   | Priority-D 3 Months Medium         | Housing Property Services | 31-Mar-23 | £120,000          | Included in Fire Signage Improvement Programme - work suspended due to further works relating to Listed Building Consent.  |
| Barbican Estate | Whilst adequate compensatory lighting is provided; it was not possible to determine whether adequate emergency escape lighting is provided to escape routes.   | A survey should be undertaken by a competent person; with any identified issues being rectified to ensure the system complies with BS 5266.  | All car parks   | Priority-E Project Planning Medium | Housing Property Services | Completed | N/A               | Emergency lighting maintenance contract in place.  |



|  |                             |
|--|-----------------------------|
| <b>Committee(s):</b><br>Barbican Residential Committee   | <b>Dated:</b><br>30/09/2022 |
| <b>Subject:</b><br>Arup Fire Strategy Report – Barbican Estate   | <b>Public</b>               |
| <b>Which outcomes in the City Corporation’s Corporate Plan does this proposal aim to impact directly?</b>    | 1, 2, 12                    |
| <b>Does this proposal require extra revenue and/or capital spending?</b>                                     | N                           |
| <b>If so, how much?</b>  | N/A                         |
| <b>What is the source of Funding?</b>  | N/A                         |
| <b>Has this Funding Source been agreed with the Chamberlain’s Department?</b>                                | N/A                         |
| <b>Report of:</b><br>Andrew Carter,<br>Chief Officer/Executive Director<br>Community and Children’s Services | <b>For Decision</b>         |
| <b>Report author:</b><br>Paul Murtagh<br>Assistant Director Barbican & Property Services                     |                             |

## Summary

The purpose of this report is to update Members on the outcome of the Arup Fire Strategy Report and, the subsequent proposed Action Plan on a representative sample of residential blocks on the Barbican Estate.

## Recommendations

Members are asked to:

1. Note the contents of this report.
2. Consider and discuss the Fire Strategy Reports produced by Arup in respect of Cromwell Tower, Andrewes House, and Mountjoy House on the Barbican Estate.
3. Consider and discuss the Proposed Action Plan, noting the progress that has already been made against some of the recommendations contained in the Arup Fire Strategy Reports.
4. Subject to available funding, to agree the proposal to procure the services of a suitably qualified Fire Engineer to carry out a wider review of the whole of the Estate based on the key findings and principles set out in the three Arup Fire Strategy Reports.

## **Main Report**

### **Background**

1. Due to the unique nature of the Barbican Estate, some Members have previously suggested that a more detailed specialist fire safety survey be undertaken on a representative sample of flat blocks on the Barbican Estate. The purpose of this specialist survey would be to review and assess specific fire safety precautions such as:
  - Communal fire doors;
  - Smoke control measures;
  - Levels of compartmentation;
  - Fire alarm and fire detection measures;
  - Escape routes;
  - Ventilation provisions.
2. This specialist survey would also satisfy some of the recommendations of the FRA's that were carried out by Frankham Risk Management Services Limited in January/February 2018 and, will help fill in some of the 'gaps' in our understanding of how the residential buildings will perform in the event of a fire.
3. In November 2020, following the approval of the Barbican Residential Committee (BRC), Arup, a specialist firm of engineering consultants, was appointed to carry out a detailed fire strategy report on a representative sample of four residential blocks on the Barbican Estate.
4. Members will be aware from previous reports, that Arup's progress with the fire strategy report has been significantly delayed by COVID-19 and associated resource issues. At its last meeting on 17 June 2022, the BRC received an update report on progress.
5. Arup has now completed its surveys at Cromwell Tower, Andrewes House and Mountjoy House and, has submitted its final reports for the three blocks. The Arup Fire Strategy Reports for Cromwell Tower, Andrewes House and Mountjoy House are included at Appendix 'A', Appendix 'B' and Appendix 'C' to this report.
6. Due to the additional costs incurred in producing the three Fire Strategy Reports and, the delays in producing the reports, it has been decided that the representative sample should be restricted to the three blocks that are now completed.

### **Considerations**

7. As set out in the 'Executive Summary' at the beginning of each of the three reports, as part of its review of Cromwell Tower, Andrewes House and Mountjoy House, Arup has:
  - compared the existing fire safety precautions of each building with the requirements in Building Regulations 2010 (as amended) by benchmarking against the current standards including BS 9991 and BS 9999.

- considered the recommended improvements to existing residential buildings in Phase 1 of the Grenfell Tower Enquiry Report by Sir Martin Moore-Bick.
8. It is inevitable that buildings that are more than 50 years old (even though they were fully compliant when they were built) will simply not meet the requirements of modern-day standards and regulations, as is the case with Cromwell Tower, Andrewes House and Mountjoy House and, undoubtedly, with all other blocks on the Barbican Estate. What is important however, is that where there are gaps in the existing fire safety precautions compared against the current standards, fire safety improvements are carried out to remediate the risk on an 'as nearly as practicable basis'.
  9. As can be seen from the Cromwell Tower, Andrewes House and Mountjoy House reports, Arup has identified several 'gaps' in the existing, 'as-built' fire safety precautions and, has set out its recommendations for remedial actions to address those gaps. These are set out and addressed in turn as part of the Proposed Action Plan attached at Appendix 'D' to this report.
  10. As Members will see from the Proposed Action Plan, several of the recommendations made by Arup for remedial actions to address the identified 'gaps' in the 'as-built' fire safety precautions are already included in current workstreams including:
    - identifying persons with restricted mobility across the Barbican Estate.
    - upgrading/replacing existing fire safety signage.
    - survey of existing emergency lighting and necessary remedial works to ensure compliance with current regulations and British Standards.
    - replacement of flat entrance doors and fire doors to service cupboards with new fire doors that comply with current regulations and British Standards.
    - regular inspection and testing of fire doors to ensure that they remain in good working order.
    - further specific targeted compartmentation surveys.
    - regular estate inspections to ensure fire safety measures are maintained to the required standard.
  11. Members attention is drawn to the 'Fire Safety Update' report that is also included in the agenda for this meeting, that updates Members on the progress that has been made in relation to fire safety matters across the Barbican Estate since January this year. This report contains more detail on the various workstreams that will go some way to addressing the identified 'gaps' in the 'as-built' fire safety precautions identified in the Arup Fire Strategy Reports.
  12. Some of the recommendations proposed by Arup may simply not be achievable due to the constraints on the building including its construction, its listed status, and the feasibility of the recommendations. Arup has acknowledged this in its report when it says:
 

"The recommendations may take some time to be fully implemented. Constraints on site may affect the feasibility of some of the solutions and further option development may occur".

13. Further work is still required to analyse some of the recommendations in detail and develop workable solutions. Officers continue to work with colleagues in Building Control, Planning, and the CS Fire Safety Team to progress this matter and, further update reports will be brought back to this Committee at regular intervals.

#### Installation of Sprinklers in the Barbican Tower Blocks

14. As reported at the last meeting of this Committee on 17 June 2022, the most significant recommendation in the Arup Fire Safety Strategy Report for Cromwell Tower, is the installation of a sprinkler system. For a high-rise, single stair building that adopts a stay-put policy, effective compartmentation is essential. Arup has concluded that as the condition of the compartmentation is unknown and, with the extended travel distances within the flats and, the potential number of persons with restricted mobility living in the block, the installation of a sprinkler system is strongly recommended. The installation of a sprinkler system will not only enhance life safety but will also significantly improve the overall fire safety of the building.
15. At its meeting on 17 June 2022, Members of this Committee noted the strong recommendation from the Executive Director of Community & Children's Services, that sprinklers are fitted in the three Barbican high-rise tower blocks, based on the assumption that Lauderdale Tower and Shakespeare Tower are similarly constructed and, the same deficiencies are present.
16. An initial outline feasibility study has been undertaken by officers and, has concluded that the retrofitting of sprinklers in the three Barbican high-rise tower blocks can be achieved at an estimated cost of between £3,000,000 and £4,000,000 (for all three towers).

#### Resident Consultation

17. Unfortunately, this report could not be completed in time for inclusion in the Agenda for the Barbican Residents Consultation Committee (RCC) meeting on 20 September 2022. However, the report was subsequently circulated to the members of the RCC on 22 September.
18. It is clear and fully accepted, that there needs to be meaningful consultation and engagement with residents of the Barbican Estate on the outcome of the Arup Fire Strategy work particularly, with regard to recommendations and proposals that will impact on their homes and, the block in which they live. It should be noted however, that at this stage, Members of this Committee are not being asked to make decisions on matters that will have a direct impact on residents.
19. It is hoped and expected that the RCC will provide feedback to officers on the Arup Fire Strategy Reports for the three blocks and, the Proposed Action Plan. It is intended that officers will work closely with the RCC to collectively agree a consultation strategy for taking this matter forward. This will be submitted to the respective meetings of the RCC and the BRC for consideration and approval.

## Summary

20. Arup has now completed its commission to provide Fire Strategy Reports at Cromwell Tower, Andrewes House and Mountjoy House. However, it should be noted that these reports are 'live' working documents. As we continue to carry out further investigative works such as, for example, site specific compartmentation surveys, we will provide such information to Arup to enable the relevant Fire Strategy Report to be reviewed, revised, and updated.
21. Now that we have Arup's representative sample Fire Strategy Reports for the three blocks, consideration must be given to how we use the information contained in the reports to establish the position of the remaining 18 blocks on the Barbican Estate. The key findings and principles set out in Arup's Fire Strategy Reports will likely be consistent across all blocks on the Estate and, that being the case, it may be prudent and more cost effective, to procure the services of a suitably qualified Fire Engineer to carry out a wider review of the whole of the Estate.

## Appendices

- Appendix 'A' – Fire Safety Strategy Report Cromwell Tower
- Appendix 'B' – Fire Safety Strategy Report Andrewes House
- Appendix 'C' – Fire Safety Strategy Report Mountjoy House
- Appendix 'D' – Proposed Action Plan

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# Agenda Item 10

|   |                     |
|---|---------------------|
| <b>Committee(s)</b>   | <b>Dated:</b>       |
| Residents' Consultation Committee (for decision)<br>Barbican Residential Committee (for information)      | 20/09/22<br>30/9/22 |
| <b>Subject:</b> Communications Strategy and Service Charges   | <b>Public</b>       |
| <b>Which outcomes in the City Corporation's Corporate Plan does this proposal aim to impact directly?</b> |                     |
| <b>Does this proposal require extra revenue and/or capital spending?</b>                                  | <b>N</b>            |
| <b>If so, how much?</b>   | <b>£</b>            |
| <b>What is the source of Funding?</b>   |                     |
| <b>Has this Funding Source been agreed with the Chamberlain's Department?</b>                             | <b>N</b>            |
| <b>Report of:</b> Andrew Carter Director of Community and Children's Services                             | <b>For Decision</b> |
| <b>Report author:</b> Rosalind Ugwu, Community and Children's Services                                    |                     |

## Summary

The RCC and numerous residents have raised complaints regarding the recent dispatch of service charge accounts and the failure to provide timely notifications of the large variances in service charge expenditure.

The report seeks to provide an explanation for the overspends and why early warning signals had not been providing for those surcharges.

Finally providing a proposal for the provision of a communications strategy for the Barbican Estate

Provide clarification on roles and responsibilities regarding the provision of budgets and expenditure controls

## **Recommendation**

Members are asked to delegate authority to the Service Level Agreement Working Party to agree a draft Barbican Communications Strategy.

## **Main Report**

### **Background**

The service charge information has been sent out as soon practicable, and earlier than usual, so that all leaseholders were informed of the large increase in costs for several blocks. Usually, this information is not sent to leaseholders until the end of August or beginning of September in readiness for the service charge bill which is payable by 29 September.

The Barbican Estate Office (BEO) accept that the current communications strategy is outdated and no longer adequately serves resident expectations or responds effectively to the fast paced and complex environment in which we operate.

The current large variances on 2020/2021 service charge accounts are due to an increase in the cost of repairs and maintenance and heating.

The increase in expenditure on repairs and maintenance varies across each individual block but is mostly related to increased expenditure for exterior repairs including window replacements, barrel vault roofs and flat roof repairs. Also, because of the difficult access to some of these areas, scaffolding was required.

Annex 1 shows a comparison of the exterior repairs and maintenance charges for 2016/17 to 2021/22 for each block. It demonstrates the significant increase in costs in 2021/22.



Regarding the heating, the RCC and residents have been made aware, there have been significant increases to the unit costs of electricity for the underfloor heating. The disparity in costings across the estate has been raised with the energy supplier, arrangements have been made to check all meter readings and we will report on the findings at a future meeting.

## **Proposals**

- The co-design of a communications strategy through the Service Level Agreement Working Party (SLAWP), which seeks to exploit every opportunity currently available and generate new ideas in better addressing resident communications requirements and demonstrating transparency and accountability.
- Proposed improvements:
  - The weekly News Bulletin and House Group meetings are the main communication routes for local information but is not providing the impact of repairs and maintenance works on individual service charge costs. We need to agree what and how this information should be communicated
  - BEO and SLAWP to conduct a communication survey to ascertain satisfaction with current and establishing 'what matters to residents?' in terms of all Barbican communications. Considering the various types, purpose, methods, and governance routes to disseminate the information. Ranging from lift maintenance, car park closures to anticipated cumulative spend on non-section 20 works
  - Consideration of a new House Group News Bulletin providing articles specific to the various blocks, including non-Section 20 works detailing anticipated works, extent and impact of works, schedules, and costs.
  - Annual service charge meetings, or webinars, to provide information to residents such as 'Your service charge explained' including, lease obligations, Barbican service charge accounting processes and specific house groups information.

- BEO working more collaboratively with internal departments and contractors to obtain timely information for dissemination to residents
- Ensuring the review of the BEO embraces a culture of learning, continuous improvement, adopting principles of accountability, transparency, and value for money.
- Review of KPIs to improve accountability, particularly regarding expenditure and resident scrutiny and decision making.
- Include customer service and communications in the annual training plan.

The communications plan will include a published and agreed calendar aligned to the service charge and committee timelines, to mitigate against the same situation re-occurring in the future.

Annex 2 provides a Barbican Consultation Proposals produced June 2014 in collaboration with the Barbican Association and Town Clerks, called 'A Guide to Consulting on Schemes in and around the Barbican Estate' which illustrates the current communications approach.

## **Conclusion**

Communications can be a challenging discipline, with the service charge accounting process adding further complexity. However, agreeing what, how and when in a communications strategy should address and manage resident expectations and provide clear roles and responsibilities to those accountable for delivering messages.

Annex 1 - Comparison of the exterior repairs and maintenance charges

Annex 2 - 'A Guide to Consulting on Schemes in and around the Barbican Estate'

## **Background Papers**

None

## **Corporate & Strategic Implications Key Data**

### **Strategic implications –**

Financial implications – None.

Resource implications - None

Legal implications - None

Risk implications - None

Equalities implications – None

Climate implications - None

Security implications - None

### **Report author**

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Exterior repairs (included in general repairs)

| Exterior repairs   | 2016/17        | 2017/18        | 2018/19        | 2019/20          | 2020/21          | 2021/22          |
|--------------------|----------------|----------------|----------------|------------------|------------------|------------------|
| Lauderdale Tower   | 98,073         | 75,384         | 54,888         | 66,305           | 109,362          | 233,155          |
| Shakespeare Tower  | 58,070         | 74,586         | 98,647         | 83,922           | 73,830           | 69,890           |
| Cromwell Tower     | 41,645         | 65,496         | 128,243        | 90,771           | 117,337          | 177,563          |
| Defoe House        | 66,013         | 52,979         | 79,195         | 74,873           | 93,050           | 148,309          |
| Speed House        | 34,607         | 25,226         | 15,672         | 41,605           | 32,248           | 193,218          |
| Willoughby House   | 25,351         | 33,492         | 34,753         | 48,922           | 35,420           | 21,058           |
| Andrewes House     | 63,531         | 58,667         | 79,272         | 73,691           | 136,324          | 199,701          |
| Gilbert House      | 22,444         | 30,399         | 21,799         | 38,281           | 36,137           | 67,509           |
| Mountjoy House     | 30,264         | 22,747         | 20,845         | 17,139           | 15,774           | 39,252           |
| Thomas More House  | 49,749         | 49,432         | 61,103         | 63,322           | 46,009           | 123,459          |
| Seddon House       | 18,082         | 17,488         | 13,783         | 31,709           | 14,837           | 57,398           |
| Wallside           | 2,627          | 2,021          | 469            | 168              | 430              | 116              |
| John Trundle Court | 32,331         | 48,708         | 45,144         | 67,837           | 62,393           | 61,704           |
| Bunyan Court       | 53,524         | 41,620         | 30,677         | 41,246           | 70,175           | 58,593           |
| Bryer Court        | 9,433          | 8,398          | 14,450         | 31,067           | 25,387           | 9,040            |
| Ben Jonson House   | 135,360        | 150,969        | 102,054        | 165,702          | 141,573          | 357,443          |
| Breton House       | 27,455         | 41,409         | 44,701         | 59,088           | 49,332           | 48,650           |
| Lambert Jones Mews | 11,133         | 3,527          | 4,371          | 11,826           | 21,824           | 18,392           |
| Brandon Mews       | 7,391          | 2,609          | 7,305          | 12,759           | 5,676            | 20,025           |
| The Postern        | 9,516          | 3,456          | 14,025         | 19,726           | 9,480            | 2,196            |
| Frobisher Crecent  | 28,628         | 9,829          | 13,458         | 39,022           | 13,670           | 32,250           |
| <b>Total</b>       | <b>825,225</b> | <b>818,443</b> | <b>884,853</b> | <b>1,078,982</b> | <b>1,110,265</b> | <b>1,938,920</b> |
| year on year       |                | -6,782         | 66,410         | 194,129          | 31,283           | 828,655          |

Itemised works

| 2018/19       | 2019/20        | 2020/21          | 21/22                   |
|---------------|----------------|------------------|-------------------------|
| roof works    | roof works     | roof and windows | drainage & window works |
|               |                |                  | 44,925 window           |
|               |                | 29,976 window    |                         |
|               | 39,867         |                  |                         |
| 8,848         | 18,298         |                  |                         |
| 26,656        | 2,080          |                  |                         |
| 34,496        | 2,107          | -600 roof        |                         |
|               | 13,749         | -1,205 roof      | 22,600 window           |
|               | 9,911          |                  |                         |
|               | 30,303         |                  |                         |
|               | 10,568         |                  |                         |
|               |                |                  | 4,733                   |
|               | 13,624         |                  | 65,789 window           |
|               | 13,704         | -1,160 roof      |                         |
|               | 7,135          | -863 roof        |                         |
|               | 39,168         | -2,320 roof      | 134,258 window          |
|               | 10,568         | -1,160 roof      | 40,454 window           |
|               |                |                  | 37,733 drainage         |
|               |                |                  | 12,262 drainage         |
| <b>70,000</b> | <b>211,082</b> | <b>22,668</b>    | <b>362,753</b>          |

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# A Guide to Consulting on Schemes in and around the Barbican Estate

This is the framework to use where there is no statutory-mandated forms of consultation, for example, on planning issues where there is a separately agreed process, or the so-called "Section 20 consultations" under the Landlord and Tenant Act 1985 (where we are legally required to consult leaseholders paying variable service charges before a carrying out qualifying works or entering into a long-term agreement for the provision of services).



Ideas and Initiatives may originate from Corporate Strategies, legal requirements, or health and safety considerations. Members, Residents and other stakeholders may also instigate initiatives through a variety of forums or groups.

Initiatives will only begin the journey of consultation once all relevant departments (Town Clerk's, Comptroller's Chamberlain's, City Surveyor's), and particularly the Estate Office, have had a chance to comment.

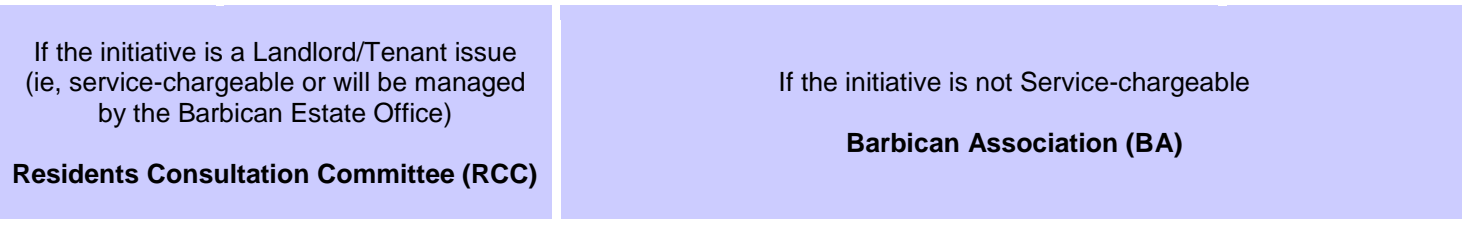
**STAGE 1** – Initial feedback will be sought from Ward Members and the Chairman and Deputy Chairman of the Barbican Residential Committee

At this stage, the Project Leads will arrange to meet or brief Members of the Cripplegate and Aldersgate wards to outline proposals and seek their endorsement. The Chairmen/Deputy Chairmen of the relevant spending committee, eg Girls School, Barbican Centre Board, GSMD will be included where appropriate.

↓ **STAGE 2** – Introducing the consultation – Which forum? ↓

Where aspects of the initiative could be relevant to either forum, initial feedback should be sought from the BA and RCC Chairmen in deciding the most appropriate route to take. In some cases, the process will follow both routes.

The City Corporation has a legal obligation to consult under the Landlord and Tenant Act 1988 on matters relating housing management which specifically affect residents of the Estate.



The Barbican Association will be the first "entry port" for consultations relating to street works/ Environmental Enhancement and other schemes.

↙ **STAGE 3** – Launching the Consultation ↘

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The principal goal of consultation is to assess the impact of the proposals on the community of affected users.

Where practicable, consultees will be offered more than one option.

Consultees will be advised of the proposed time and date of the formal decision making at Committee and updated on any unanticipated changes to the process. Timescales for works will be circulated after a formal decision is made by Committee.

Consultees will also be told how to obtain information on the outcome of consultations.

|   | Target:<br>BA and House Groups   | Target:<br>Residents' Representative Groups   | Target:<br>Users   |
|---|--|---|--|
| <p><b>There will be a report to the RCC</b></p> | <p>Information will be made available on: <a href="http://www.cityoflondon.gov.uk/barbicanestate">www.cityoflondon.gov.uk/barbicanestate</a></p> <p>The Barbican Association (BA) will act as a conduit to disseminate information to the relevant House Groups and to BA General Council members. The BA will also coordinate a BA response (for example by setting up a working party of BA and House Group representatives). This will meet as necessary with Project Officers to explore, discuss and comment on options and receive updates.</p> <p>BA meetings and Sub-Committee meetings will provide an opportunity for Project Officers to give updates.</p> <p>If it is possible, Project Updates will be included in the BA Newsletter.</p> <p>If a survey is planned as part of the consultation, the BA will be consulted on its methodology.</p> | <p>Information will be made available on: <a href="http://www.cityoflondon.gov.uk/barbicanestate">www.cityoflondon.gov.uk/barbicanestate</a></p> <p>There will be project updates put up on notice boards in lift lobbies in communal areas of the Barbican Estate.</p> <p>If a specific group of affected Residents can be identified (e.g. a specific bloc), Letters will be sent.</p> <p>Drop-in Sessions will be held in the Residents Meeting Room so Residents can speak to Project Officers.</p> <p>There will be email broadcast to residents on the database held by the Barbican Estate Office (which has over 1200 residents who have agreed to receive updates on projects/services).</p> <p>We will look to include residents from adjacent areas, particularly Golden Lane, Milton Court, Roman House, etc. if appropriate.</p> | <p>Notices will be placed on affected sites.</p> <p>For large works– street scene improvement schemes, we will use display modules or 'Pods' to attract attention of users of areas affected, if it is practicable and useful. We will locate these on affected sites, and they will have information or images of end-products so users can visualise what it is proposed.</p> <p>We will use Social Media (Twitter, Facebook) to enable users to give feedback easily. We will for example have QR Barcode on signage to allow bypassers to scan web addresses and find out more information</p> |

↓ **STAGE 4** – Reporting on the Outcome of Consultation Exercise ↘

Report to BRC with a Resolution from RCC

Communication Plan for dissemination among residents

**YOU SAID, WE DID** reports to Barbican Association (for dissemination among Members and House Groups) and displayed on notices on affected sites, noticeboards and on [www.cityoflondon.gov.uk/barbicanestate](http://www.cityoflondon.gov.uk/barbicanestate). In certain circumstances the City of London Corporation may wish to hold feedback meetings.

Feedback needs to be on a 'YOU SAID, WE DID' format. Any changes resulting from the consultation need to be explained in detail as well as any significant comment which, for practical reasons, could not be taken on board.



Reports to other Committees in accordance with Projects Approvals Procedure, etc., including a summary of consultation undertaken.

Reports to other Committees in accordance with Projects Approvals Procedure, etc., including a summary of consultation undertaken.

## **Glossary of Terms**

**Barbican Residential Committee ( BRC ).** A City of London formal Committee established to address landlord issues. Comprised solely of elected CoL Members.

**Barbican Estate Residents Consultation Committee ( RCC ).** Comprising a representative from all 21 House Groups, a rep from the Barbican Association General Council. This Committee see all non-confidential papers 2 weeks or so in advance of them being received by the BRC. There are a number of Working Parties including Service Level Agreement, Gardens Advisory Group, Asset Maintenance, Beech Gardens Landscaping.

**Barbican Association General Council ( BA, also BAGC).** This is a recognised Tenants Association with elected Common Councilmen and Aldermen prohibited from Chair or Deputy Chair of the BA. All 21 House Groups are represented and the Council acts on behalf of the occupiers of the approx. 2000 dwellings on the estate. There are a number of sub committees including Licensing, Planning, Security, Communications, Sustainability, Access.

**Barbican Occupiers Users Group ( BOUG ).** An officer from the City Surveyor's service is currently chairman of this group which includes representatives of the Barbican Estate office, Local Schools , Barbican Centre, Department of Built Environment, Open Spaces and RCC representative.

**House Group Committees.** Some 21 House Group Committees, most of which are recognised Tenants Association. There is varying activity among House Groups, which means that consultation solely among House Group Committees cannot be relied upon always to reach all residents. They are however an important part of the Barbican governance structure.



|   |                        |
|---|------------------------|
| <b>Committee(s)</b>   | <b>Dated:</b>          |
| Residents' Consultation Committee<br>Barbican Residential Committee                                       | 200922<br>300922       |
| <b>Subject:</b> 2021/22 Revenue Outturn for the Dwellings Service Charge Account                          | <b>Public</b>          |
| <b>Which outcomes in the City Corporation's Corporate Plan does this proposal aim to impact directly?</b> | <b>4 12</b>            |
| <b>Does this proposal require extra revenue and/or capital spending?</b>                                  | <b>N</b>               |
| <b>If so, how much?</b>   | <b>£</b>               |
| <b>What is the source of Funding?</b>   |                        |
| <b>Has this Funding Source been agreed with the Chamberlain's Department?</b>                             | <b>Y</b>               |
| <b>Report of:</b> Andrew Carter Director of Community and Children's Services                             | <b>For Information</b> |
| <b>Report author:</b> Anne Mason Community and Children's Services  |                        |

## Summary

This report provides information on residential service charge expenditure for 2021/22. It also compares the outturn with the 2021/22 estimate and the 2020/21 actual expenditure.

| <b>Table 1 - Summary Comparison of 2021/22 Revenue Outturn with Final Agreed Budget</b> |                                      |                                 |  |
|---|--------------------------------------|---------------------------------|--|
|   | <b>Latest Agreed Budget<br/>£000</b> | <b>Revenue Outturn<br/>£000</b> | <b>Variations Increase/<br/>(Reduction)<br/>£000</b> |
| Expenditure   | (8,874)                              | (10,008)                        | (1,134)  |
| Income  | 10,205                               | 11,308                          | 1,103  |
| Net Recharges   | (1,331)                              | (1,300)                         | 31   |
| <b>Overall Totals</b>   | 0                                    | 0                               | 0  |

A summary of the service charge reconciliation of the 2021/22 actuals as per the closed accounts above and the amount to be charged as a service charge is set out in the table below.

| <b>Table 2 - Summary Service Charge Reconciliation 2021/22</b> | £000            |
|--|-----------------|
| Actual Service Charge Expenditure Per Accounts                 | (11,445)        |
| Less recharges and Barbican Estate Office adjustments          | (83)            |
| <b>Final Service Charge Expenditure</b>                        | <b>(11,528)</b> |

## Recommendation

Members are asked to:

- Note the report.

## Main Report

### Background

1. This report explains the variations in the service charge outturn and also reconciles the service charge being made to residents and following the closure of the Corporate accounts.
2. Leaseholders pay on-account estimated service charges during the financial year and a balancing adjustment is billed in the September following the end of the financial year.

### Current Position

### Key Data

#### Residents' Service Charge Outturn

3. The total amount charged to the service charge account for 2021/22 is £11,528,280 this is 19.43% higher than the 2020/21 charge and 18.93% higher than the estimate.
4. The main reasons for the increase are increased energy costs, particularly for heating and increased repairs and maintenance costs. This has led to significant additional charges for leaseholders particularly in Speed House and Ben Jonson House.

#### Analysis of the 2021/22 Service Costs ANNEX 1 –

5. This annex shows the expenditure headings on the service charge schedule, with the main basis of attribution and a comparison between the actual service charges for 2020/21 and 2021/22 The estimates for 2021/22 are also shown.
6. The comparison with the 2020/21 actuals shows significant variations for several service heads.

7. The electricity charge for the common parts has increased by nearly 13%, this is due to the increases in the unit charge which came into effect in October 2021.
8. The charge for the resident engineers reduced by over 11%. The engineers spent less time on service charge matters than in the previous year.
9. The furniture and fittings charge is mainly for replacement carpets in the tower and corridor blocks. These replacements are carried out in consultation with the housegroups and usually vary considerably from year to year.
10. The window cleaning service was suspended for part of the 2020/21 financial year. The 22.97% comparative increase in the window cleaning costs for 2021/22 is partly due to reduction of costs in 2020/21 due to the suspension of the service and partly due to the increase in contract costs.
11. Expenditure on cleaning materials and equipment decreased significantly, this was due to reduced expenditure on PPE and sanitising chemicals.
12. Additional time was spent on weekend and bank holiday cleaning in 2020/21.
13. The higher garden maintenance cost is due to the employment of additional resources as requested by residents.
14. The decrease in Lobby porters' costs reflects a reduction in agency costs and PPE costs. Agency costs had increased in 2020/21 to cover sickness and shielding staff. There was also additional expenditure on PPE.
15. The decrease in garchey costs is mainly due to a decrease in repairs expenditure, from £145.3k in 2020/21 to £106.8k in 2021/22. There had been increased expenditure in 2020/21 particularly on spare parts and replacement pumps.
16. Most of the general maintenance expenditure is demand led and can vary considerably from year to year. However, this year the cost of day-to-day repairs has increased by over 57% compared to 2020/21. The most significant increase was for exterior repairs, 74.64%. Expenditure on water penetration remedial works rose from £751k to £1,368k. The majority of the repairs were to balcony areas and to barrel vault roofs. There has also been significant expenditure, £308k, on window frame replacements.
17. Expenditure on electrical repairs increased by over 32% compared to 20/21 but was lower than expenditure in 2019/20. There was additional expenditure on ventilation fans also, £6k was spent on replacing Tower block door access system and £4.5k on a new track lighting system in a Tower lobby. £6.7k was spent on electric inverters for booster pumps.
18. Expenditure on interior common parts repairs was 33% higher than in 2020/21. Over £14k was spent on replacing corroded vent pipes from water tanks, £8k on a new booster pump and £13k on a soil stack repairs.

19. Communal water tanks are inspected as part of an annual programme, this year there was a reduction in the number of remedial repairs required as a result. The overall costs were 19% lower than 2020/21.
20. The allocation of House Officer, Supervision and Management recharge and Technical recharge are mainly based on timesheet information and reflect the time being spent on service charge issues. This year more of the House Officers' time has been allocated to House Officer duties. Supervision and management is also allocated to the cleaning, car park attendant and lobby porter heads of charge. which is included in the Supervision and Management Charge. The overall cost for Supervision and Management allocated to the service charge decreased by 7%.
21. There has been a significant increase in the cost of electricity, over 30% overall. New unit rates came into force in October 2021 affecting most of the winter heating season.

#### Comparison Corporate Account and Final Service Charge Schedule - ANNEX 2

22. Due to adjustments made by the BEO is £219,867 higher than the expenditure in the City's accounts.
23. The main adjustment was for heating, £208,910. Of this amount £83,479 was a reversal of the previous year's credit adjustment. The additional £127,152 has been charged to reflect invoices received in 2021/22 and £1,721 was credited in respect of charges to a commercial property. Other adjustments were in respect of a credit £14,482 unrelated to service charge costs and various minor adjustments to/from the landlord and car park accounts.

#### The Corporate Outturn Report ANNEX 3

24. The service charge schedules reflect the services provided and the Lease. The headings are different to the corporate report. For example, the employees are included under the cleaning, lobby porters, car park attendants and garchey headings on the service charge schedules along with the relevant associated costs such as uniforms, materials and repairs. Annex 3 shows the allocation of expenditure in the corporate report.

#### Comparisons to previous years' Service Charge ANNEX 4

25. This shows the service charges by service head for the years 2016/17 – 2021/22.

#### **Conclusion**

26. Overall, the estate service charge for the annually recurring items has increased significantly for most leaseholders. Whilst charges for some heads of service have reduced in comparison to last year, notably cleaning and concierge services and Supervision and Management the cost of repairs and energy have increased

significantly. Although it is expected that energy costs will continue to rise the forward purchase arrangements put in place by the City should mitigate the increases.

27. The increases in repairs and maintenance expenditure are mostly due to the increased incidences of water penetration through roofs, balconies and window frames necessitating increased expenditure on one-off repairs.
  
28. The Actual Service Charge schedules and an explanatory letter of the various items included on the schedule were be sent to residents in early August.

### **Appendices**

Annex 1-4

### **Background Papers**

None

### **Corporate & Strategic Implications Key Data**

#### **Strategic implications –**

Financial implications – Service Charge Expenditure is City Fund.

Resource implications - None

Legal implications - None

Risk implications - None

Equalities implications – None

Climate implications - None

Security implications - None

#### **Report author**

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Revenues Manager

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| ITEM  | ACTUAL<br>2020/21 | ACTUAL<br>2021/22 | Variance<br>Last Year % | ESTIMATE<br>2021/22 | ESTIMATE<br>2022/23 |
|---|-------------------|-------------------|-------------------------|---------------------|---------------------|
| Electricity (Common Parts and Lifts)  | (481,982)         | (544,544)         | (12.98)                 | (518,714)           | (584,143)           |
| Lift Maintenance  | (361,670)         | (366,557)         | (1.35)                  | (373,378)           | (369,987)           |
| Resident Housekeepers (Additional Pension)  | (240)             | (174)             | 27.56                   | 0                   | 0                   |
| Resident Engineers  | (374,229)         | (331,817)         | 11.33                   | (387,118)           | (404,455)           |
| Furniture & Fittings  | (7,303)           | (22,272)          | (204.95)                | (26,000)            | (26,000)            |
| Window Cleaning   | (144,152)         | (177,260)         | (22.97)                 | (177,800)           | (182,245)           |
| Cleaning Materials including refuse sacks   | (30,074)          | (22,564)          | 24.97                   | (35,000)            | (25,000)            |
| Cleaning Equipment  | (16,400)          | (4,580)           | 72.07                   | (4,000)             | (4,000)             |
| Estate Cleaners   | (1,144,548)       | (1,128,082)       | 1.44                    | (1,166,548)         | (1,154,455)         |
| Additional Refuse Collection  | (28,389)          | (12,283)          | 56.73                   | (28,673)            | (15,700)            |
| Garden Maintenance  | (172,002)         | (199,305)         | (15.87)                 | (174,998)           | (180,000)           |
| Car Park Attendants   | (708,355)         | (689,244)         | 2.70                    | (680,000)           | (708,000)           |
| Hall Porters  | (827,857)         | (793,836)         | 4.11                    | (777,999)           | (790,000)           |
| Garchey Maintenance   | (306,135)         | (274,777)         | 10.24                   | (271,554)           | (286,000)           |
| Pest Control  | (21,101)          | (16,184)          | 23.30                   | (23,000)            | (23,000)            |
| General Maintenance (Estate)  | (174,759)         | (180,952)         | (3.54)                  | (1,517,730)         | (1,735,897)         |
| Electrical Repairs (Common Parts)   | (96,111)          | (127,240)         | (32.39)                 | included in above   | included in above   |
| Electrical Repairs (Exterior)   | 245               | 0                 | 100.00                  | included in above   | included in above   |
| General Repairs (Common Parts)  | (131,212)         | (174,618)         | (33.08)                 | included in above   | included in above   |
| General Repairs (Exterior)  | (1,110,265)       | (1,938,920)       | (74.64)                 | included in above   | included in above   |
| House Officer   | (142,597)         | (154,906)         | (8.63)                  | (145,002)           | (149,000)           |
| Sub Total - Basis for apportionment of estate wide Supervision and Management Costs | (6,279,135)       | (7,160,114)       | (14.03)                 | (6,307,512)         | (6,637,882)         |
| S&M technical   | (200,364)         | (195,008)         | 2.67                    | (231,770)           | (230,000)           |
| Estate-Wide Supervision & Management costs  | (694,660)         | (555,816)         | 19.99                   | (714,671)           | (730,000)           |
| Directly attributed Supervision & Management costs                                  | 0                 | 0                 |                         | inc above           | inc above           |
| Redecorations   | (3,655)           | 0                 |                         | 0                   | 0                   |
| Redecorations Programme 2020-2025   | (10,951)          | (48,246)          |                         | 0                   | (1,521,256)         |
| Safety/Security ( included in general repairs on schedule)                          | (37,547)          | (33,119)          | 11.79                   | inc in repairs      | inc in repairs      |
| Water Supply Works  | (139,427)         | (98,635)          | 29.26                   | inc in repairs      | inc in repairs      |
| Concrete works  | (9,282)           | 2,030             |                         | 0                   | 0                   |
| Emergency Lighting  | 0                 | (3,695)           |                         | 0                   | 0                   |
| Electrical Distribution Boards  | (8,093)           | 0                 |                         | 0                   | 0                   |
| Asbestos management / removal   | (83,971)          | (195,525)         |                         | 0                   | 0                   |
| Roof /Drainage repairs  | 7,308             | (54,728)          |                         | (108,822)           | (50,000)            |
| Asset management/Stock Condition Survey   | 0                 | (10,118)          |                         | (75,000)            | (75,000)            |
| Water Tank Repairs/Replacement  | (108,982)         | (76,446)          |                         | (45,125)            | (5,300)             |
| Window Replacement  | (29,976)          | (308,026)         |                         | (114,000)           | (183,500)           |
| Electrical testing  | 0                 | (17,483)          |                         | 0                   | 0                   |
| Lift refurbishment  | 0                 | (1,930)           |                         | 0                   | 0                   |
| Sub Total   | (1,319,599)       | (1,596,742)       |                         | (1,289,387)         | (2,795,056)         |
| Heating   | (2,052,287)       | (2,771,425)       | (35.04)                 | (2,094,743)         | (2,818,000)         |
| Total Services & Heating  | (9,651,021)       | (11,528,280)      | (19.45)                 | (9,691,642)         | (12,250,938)        |

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## Annex 2

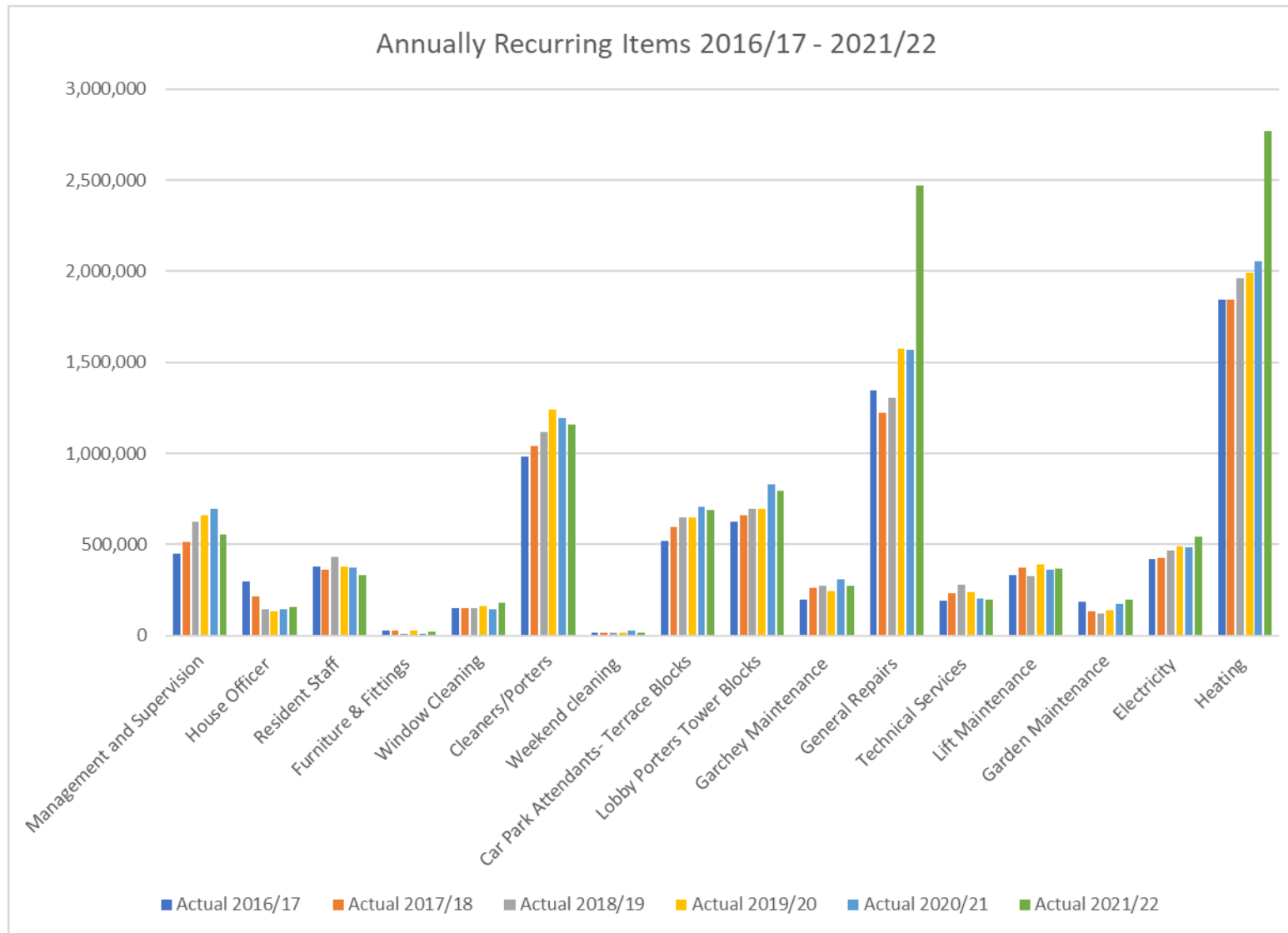
| Narration  | CBIS | Actual                 | BEO Adjustment      | Service Charge         |
|--|------|------------------------|---------------------|------------------------|
|  |      | £                      | £                   | Schedule<br>£          |
| Electricity (Common Parts and Lifts)                 |      | (538,827.75)           | (5,716.28)          | (544,544.03)           |
| Lift Maintenance                                     |      | (364,091.00)           | (2,466.26)          | (366,557.26)           |
| Resident Housekeepers (Additional Pension)           |      | (173.81)               | 0.00                | (173.81)               |
| Resident Engineers                                   |      | (331,817.03)           | 0.00                | (331,817.03)           |
| Furniture & Fittings                                 |      | (22,271.77)            | 0.00                | (22,271.77)            |
| Window Cleaning                                      |      | (177,259.68)           | 0.00                | (177,259.68)           |
| Cleaning Materials including refuse sacks            |      | (22,563.80)            | 0.00                | (22,563.80)            |
| Cleaning Equipment                                   |      | (4,580.32)             | 0.00                | (4,580.32)             |
| Estate Cleaners                                      |      | (1,133,510.30)         | 5,428.27            | (1,128,082.03)         |
| Additional Refuse Collection                         |      | (12,283.20)            | 0.00                | (12,283.20)            |
| Garden Maintenance                                   |      | (199,634.11)           | 329.07              | (199,305.04)           |
| Car Park Attendants                                  |      | (687,866.04)           | (1,377.76)          | (689,243.80)           |
| Hall Porters   |      | (793,835.56)           | 0.00                | (793,835.56)           |
| Garchey Maintenance                                  |      | (274,911.58)           | 135.03              | (274,776.55)           |
| Pest Control   |      | (16,183.61)            | 0.00                | (16,183.61)            |
| General Maintenance (Estate)                         |      | (181,027.68)           | 76.00               | (180,951.68)           |
| Electrical Repairs (Common Parts)                    |      | (127,632.77)           | 392.45              | (127,240.32)           |
| Electrical Repairs (Exterior)                        |      | 0.00                   | 0.00                | 0.00                   |
| General Repairs (Common Parts)                       |      | (178,702.33)           | 4,084.17            | (174,618.16)           |
| General Repairs (Exterior)                           |      | (1,942,431.70)         | 3,511.31            | (1,938,920.39)         |
| Technical Services                                   |      | (195,008.11)           | 0.00                | (195,008.11)           |
| House Officer  |      | (154,905.63)           | 0.00                | (154,905.63)           |
| Estate-Wide proportion of Supervision & Management c |      | (555,830.91)           | 15.33               | (555,815.58)           |
| Redecorations Programme 2020-2025                    |      | (48,245.91)            | 0.00                | (48,245.91)            |
| Safety/Security                                      |      | (33,118.75)            | 0.00                | (33,118.75)            |
| Water Supply Works                                   |      | (98,725.20)            | 90.49               | (98,634.71)            |
| Concrete Works                                       |      | 4,600.00               | (2,569.79)          | 2,030.21               |
| Electrical testing                                   |      | (17,482.50)            | 0.00                | (17,482.50)            |
| Asbestos Management                                  |      | (192,093.30)           | (3,431.27)          | (195,524.57)           |
| Roof /Drainage Repairs                               |      | (54,727.58)            | 0.00                | (54,727.58)            |
| Asset Management/Stock Condition Survey              |      | (10,117.56)            | 0.00                | (10,117.56)            |
| Water Tank Repairs/Replacement                       |      | (76,445.79)            | 0.00                | (76,445.79)            |
| Window Replacement                                   |      | (304,869.55)           | (3,156.30)          | (308,025.85)           |
| Emergency Lighting                                   |      | (3,695.00)             | 0.00                | (3,695.00)             |
| Lift Refurbishment                                   |      | (1,930.00)             | 0.00                | (1,930.00)             |
| Heating  |      | (2,562,514.26)         | (208,910.53)        | (2,771,424.79)         |
| N/C  |      | 14,842.18              | (14,842.18)         | 0.00                   |
| N/C  |      | (8,541.01)             | 8,541.01            | 0.00                   |
| <b>TOTAL</b>   |      | <b>(11,308,412.93)</b> | <b>(219,867.23)</b> | <b>(11,528,280.16)</b> |

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## Annex 3

| Actual 2020-21<br>£'000 | Annex 3 - Service Charge Account    | Original<br>Budget<br>£'000 | Latest<br>Approved<br>Budget<br>£'000 | Actual 2021-<br>22<br>£'000 | Variances<br>£'000 |
|-------------------------|-------------------------------------|-----------------------------|---------------------------------------|-----------------------------|--------------------|
|                         | <b>Expenditure</b>                  |                             |                                       |                             |                    |
| (2,674)                 | Direct Employee Expenses            | (2,600)                     | (2,655)                               | (2,549)                     | 106                |
| 0                       | Indirect Employee Expenses          | (8)                         | (8)                                   | (1)                         | 7                  |
| (2,674)                 | Total Employees                     | (2,608)                     | (2,663)                               | (2,550)                     | 113                |
| (2,219)                 | Repairs and Maintenance             | (2,234)                     | (2,744)                               | (3,531)                     | (787)              |
| (91)                    | SRP projects                        | (610)                       | (418)                                 | (120)                       | 298                |
| (2,656)                 | Energy Costs                        | (2,580)                     | (2,839)                               | (3,152)                     | (313)              |
| (140)                   | Rents                               | (143)                       | (135)                                 | (133)                       | 2                  |
| (17)                    | Rates                               | (19)                        | (20)                                  | (18)                        | 2                  |
| 0                       | Water Services                      | (3)                         | (3)                                   | (1)                         | 2                  |
| (208)                   | Cleaning and Domestic Supplies      | (246)                       | (264)                                 | (225)                       | 39                 |
| (172)                   | Grounds Maintenance Costs           | (130)                       | (180)                                 | (199)                       | (19)               |
| (5,503)                 | Total Premises Related Expenses     | (5,965)                     | (6,603)                               | (7,379)                     | (776)              |
| (31)                    | Equipment, Furniture and Materials  | (74)                        | (67)                                  | (42)                        | 25                 |
| 0                       | Catering                            | (1)                         | (1)                                   | (1)                         | 0                  |
| (8)                     | Clothes, Uniform and Laundry        | (13)                        | (13)                                  | (3)                         | 10                 |
| (1)                     | Printing, Stationery                | (6)                         | (5)                                   | (2)                         | 3                  |
| (38)                    | Fees and Services                   | (1)                         | (1)                                   | (18)                        | (17)               |
| 0                       | Expenses                            | 0                           | 0                                     | 0                           | 0                  |
| (12)                    | Communications and Computing        | (20)                        | (20)                                  | (13)                        | 7                  |
| (90)                    | TOTAL Supplies and Services         | (115)                       | (107)                                 | (79)                        | 28                 |
| (8,267)                 | <b>TOTAL Expenditure</b>            | (8,688)                     | (9,373)                               | (10,008)                    | (635)              |
| 9,677                   | Income                              | 10,019                      | 10,704                                | 11,308                      | 604                |
| 1,410                   | <b>Net Income</b>                   | 1,331                       | 1,331                                 | 1,300                       | (31)               |
|                         | Recharges                           |                             |                                       |                             |                    |
| (1,554)                 | Expenditure                         | (1,457)                     | (1,457)                               | (1,453)                     | 4                  |
| 144                     | Income                              | 126                         | 126                                   | 153                         | 27                 |
| (1,410)                 | Total Recharges                     | (1,331)                     | (1,331)                               | (1,300)                     | 31                 |
| 0                       | <b>Total Service Charge Account</b> | 0                           | 0                                     | 0                           | 0                  |

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|   |   |
|---|---|
| <b>Committee(s):</b><br>Residents Consultation<br>Barbican Residential                                    | <b>Dated:</b><br>20 <sup>th</sup> September 2022<br>30 <sup>th</sup> September 2022 |
| <b>Subject:</b><br>2021/22 Revenue Outturn (Excluding the Residential Service Charge Account)             | <b>Public</b>   |
| <b>Which outcomes in the City Corporation’s Corporate Plan does this proposal aim to impact directly?</b> | 4,12  |
| <b>Does this proposal require extra revenue and/or capital spending?</b>                                  | N   |
| <b>If so, how much?</b>   | N/A   |
| <b>Has this Funding Source been agreed with the Chamberlain’s Department?</b>                             | Y   |
| <b>Report of:</b> The Chamberlain Director of Community & Children’s Services                             | <b>For information</b>  |
| <b>Report author:</b> Goshe Munir, Senior Accountant, Chamberlain’s Department                            |   |

## Summary

This report compares the revenue outturn for the services overseen by your committee in 2021/22, with the final agreed budget for the year.

These accounts do not include income and expenditure in relation to dwellings service charges, which is the subject of a separate report before you today, but does include the following: -

- **Landlord Services**

This includes income and expenditure relating to short term lessee flats, void flats and commercial properties as well as grounds maintenance for public areas.

- **Car Parks**

The running expenses, capital charges, rent income and service charges relating to 1,272 car spaces of which some 579 are currently occupied.

- **Baggage Stores**

The running expenses, capital charges, rent income and service charges relating to 1,619 baggage stores. 1,394 baggage stores are currently occupied.

- **Trade Centre**

This is a commercial area of some 117,000 square feet bounded broadly by Beech Street, Aldersgate Street, Fann Street and Bridgewater Square. Capital charges are the main item of expense, although some premises and supervision and management costs are incurred. Income comprises rent and charges for services including Nuffield Health, GSMD Practice room, Laundrette, Parking Services and Creche.

1. Total net expenditure during the year was £2,159,000, whereas the total agreed budget for net expenditure was £2,373,000, representing an underspend of £214,000. This is summarised in the table below:

| Summary Comparison of 2021/22 Revenue Outturn with Final Agreed Budget – Barbican Residential Committee |                      |                 |                                  |
|---|----------------------|-----------------|----------------------------------|
|   | Latest Agreed Budget | Revenue Outturn | Variations Increase/ (Reduction) |
|   | £000                 | £000            | £000                             |
| Expenditure   | (3,620)              | (3,634)         | (14)                             |
| Income  | 4,845                | 5,202           | 357                              |
| <b>Net Local Risk</b>   | <b>1,225</b>         | <b>1,568</b>    | <b>343</b>                       |
| Central Risk  | 186                  | 298             | 112                              |
| Recharges   | (3,784)              | (4,025)         | (241)                            |
| <b>Overall Totals</b>   | <b>(2,373)</b>       | <b>(2,159)</b>  | <b>214</b>                       |

2. The Director of Community and Children’s Service’s local risk underspend on the Barbican Residential Committee was £343,000 in 2021/22. Of the Directors overall underspend £55,000 has been agreed to be carried forward to help fund works to renew the Cromwell Tower car park and St Giles Terrace smoke vents which are beyond repairs. This work could not be carried out in 20/21 due to delays in manufacturing times.

### Recommendation(s)

3. It is recommended that this revenue outturn report for 2021/22 and the budgets carried forward to 2022/23 are noted.

### Main Report

#### Revenue Outturn for 2021/22

4. This report compares the revenue outturn for the services overseen by your committee in 2021/22, excluding the dwellings Service Charge account, which is the subject of a separate report, with the final agreed budget for the year.
5. Actual net revenue expenditure for your committee’s services during 2021/22 totalled £2,159,000. A summary comparison of this expenditure with the final agreed budget for the year of £2,373,000 as set out in the budget report to this Committee in February 2021, is tabulated below. In the various tables, figures in brackets indicate expenditure or adverse variances, decreases in income, or increases in expenditure.



| Comparison of 2021/22 Revenue Outturn with Latest Agreed Budget |                        |                             |                        |   |    |
|---|------------------------|-----------------------------|------------------------|---|----|
|   | <i>Original Budget</i> | <i>Latest Agreed Budget</i> | <i>Revenue Outturn</i> | <i>Variations Increase/ (Reduction)</i> |    |
|   | £000                   | £000                        | £000                   | £000                                    |    |
| <u>Local risk</u>   |                        |                             |                        |   |    |
| Employees   | (1,798)                | (2,023)                     | (2,065)                | (42)                                    | 6  |
| Repairs and Maintenance   | (1,203)                | (1,102)                     | (1,003)                | 99                                      | 7  |
| Other Property Related  | (292)                  | (306)                       | (264)                  | 42                                      |    |
| Supplies and Services   | (155)                  | (189)                       | (302)                  | (113)                                   | 8  |
| Total Expenditure   | (3,448)                | (3,620)                     | (3,634)                | (14)                                    |    |
| Total Income  | 4,823                  | 4,845                       | 5,202                  | 357                                     | 9  |
| Net Local Risk  | 1,375                  | 1,225                       | 1,568                  | 343                                     |    |
| Central Risk  | 209                    | 186                         | 298                    | 112                                     | 10 |
| Total Recharges   | (3,956)                | (3,784)                     | (4,025)                | (241)                                   | 11 |
| <b>Total</b>  | <b>(2,372)</b>         | <b>(2,373)</b>              | <b>(2,159)</b>         | <b>214</b>                              |    |

6. The overspend of £42k in Employees costs is due to increased costs on overtime and temporary staff cost within the Car Park Service due to the pandemic.
7. The underspend in Repairs and Maintenance of £99k is mainly due to delays to works within the car parks.
8. Supplies and Services adverse variance of £113k is due to the provision for bad debt adjustment for existing customer withdrawing from their lease agreement and increased expenditure for equipment furniture & materials.
9. The favourable income variance of £357k is mainly due to higher than anticipated rent income in Landlord, stores and trade centre accounts and service charges in Car park account.
10. The increase in Central Risk income of £112k is due to the actual insurance income being higher than budgeted for in Landlord Services.
11. The adverse variance for total Recharges of £241k is due to a higher than expected recharge for support services and the technical recharge & Supervision & Management.
12. Annex A1 sets out an analysis by service area of the £214,000 overall outturn variance.
13. Annex A2 shows the reconciliation of the original budget to the latest agreed budget.

## **Appendices**

- Annex A1 - Barbican Residential Committee – Comparison of 2021/22 Revenue Outturn with Latest Agreed Budget by Service Areas.
- Annex A2 - Barbican Residential Committee – Comparison of 2021/22 Original Budget with Latest Agreed Budget.

**Caroline Al-Beyerty**  
Chamberlains

**Andrew Carter**  
Director of Community & Children Services

## **CONTACTS**

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**Barbican Residential Committee – Comparison of 2021/22  
Revenue Outturn with Final Agreed Budget**

| Comparison of 2021/22 Revenue Outturn with Latest Agreed Budget by Service Area |                        |                      |                 |                                  |
|---|------------------------|----------------------|-----------------|----------------------------------|
|   | <i>Original Budget</i> | Latest Agreed Budget | Revenue Outturn | Variations Increase/ (Reduction) |
|   | £000                   | £000                 | £000            | £000                             |
| Supervision and Management -General   | 0                      | 0                    | (0)             | (0)                              |
| Landlords Services  | (2,728)                | (2,653)              | (2,698)         | (45)                             |
| Car Parking   | (155)                  | (338)                | (275)           | 63                               |
| Stores  | 0                      | 107                  | 192             | 85                               |
| Trade Centre  | 512                    | 512                  | 615             | 103                              |
| Other Non-Housing   | (1)                    | (1)                  | 8               | 9                                |
| <b>Total</b>  | <b>(2,372)</b>         | <b>(2,373)</b>       | <b>(2,159)</b>  | <b>214</b>                       |

Recharges include recharges from the Service Charge Account to Landlord and Car Park Accounts for cleaning and electricity as well as and Central and Departmental Recharges.

**Barbican Residential Committee – Comparison of 2020/21 Original Budget  
With Final Agreed Budget**

|   | <b>£'000</b>   |
|---|----------------|
| <b>Original Budget</b>  | <b>(2,372)</b> |
| Increase in Employees costs in Car Parking Services                           | (225)          |
| Repairs and Maintenance costs delayed repairs within the Car Parking Services | 101            |
| Other Property Related cost to Supplies and Services                          | (48)           |
| Income increased in Baggage Stores and Landlords rental income                | 22             |
| Increased Recharges including Capital Charges and Technical Recharges         | 149            |
| <b>Latest Approved Budget</b>   | <b>(2,373)</b> |

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|   |                                 |
|---|---------------------------------|
| <b>Committee(s)</b>   | <b>Dated:</b>                   |
| <b>Barbican Estate Residents Consultative Committee</b>   | 20 <sup>th</sup> September 2022 |
| <b>Subject: 2022/23 Electricity price Forecast</b>  |                                 |
| <b>Which outcomes in the City Corporation’s Corporate Plan does this proposal aim to impact directly?</b> | <b>2,4,5,11</b>                 |
| <b>Does this proposal require extra revenue and/or capital spending?</b>                                  | <b>N/A</b>                      |
| <b>If so, how much?</b>   | <b>N/A</b>                      |
| <b>What is the source of Funding?</b>   | <b>N/A</b>                      |
| <b>Has this Funding Source been agreed with the Chamberlain’s Department?</b>                             | <b>No</b>                       |
| <b>Report of: City Surveyor</b>   | <b>For Information</b>          |
| <b>Report author: Graeme Low</b>  |                                 |

## Summary

This report presents the view of expected electricity costs for CoL BEO housing sites. Prices are yet to be finalised due to uncertainty around the start date for the Power Purchase Agreement. If, as expected this begins operating in December the likely increase in electricity costs can be contained. If, the PPA is delayed further the impact will increase, though the unit rates are expected to remain below the published price cap for October.

## Recommendation(s)

- Note the increase in unit rate costs expected in the scenarios.
- Note the PPA will provide significant budget relief.
- Note that consumption and costs will be validated via the new procurement contract with Team Energy Auditing Ltd., the City’s current energy monitoring software.
- Note continued work towards carbon reduction across the Barbican Residential Estate.

## Main Report

### Background

1. Electricity market prices have increased by approximately 700% since December 2021. As part of an agreed approach to managing price risk, the City Corporation purchases energy in advance through our Broker, LASER Energy and their publicly procured framework. This helps to mitigate the risk of purchasing during the market peaks by procuring small amounts over a given period. To date 68% of our volume has been procured for the 12 months ahead, the remainder is expected to be filled by the power purchase agreement.
2. The Barbican Residential Estate has a significant power supply to communal areas (including heating). The City of London Corporation procures this and passes back the cost to residents through recharges. Usually, electricity prices are fixed ahead of the contract anniversary on 1<sup>st</sup> October, so that there is certainty on cost and removes the need for account reconciliation.
3. Alongside the Supply agreement, the City of London Corporation have entered into a 15-year agreement to purchase approximately 54,347 MWh per annum from South Farm Solar Ltd. This figure reduces slightly with performance each year and by the 15<sup>th</sup> year the output is expected to

be 50,664 MWh. This currently represents approximately 63% of the Corporations electricity volume, including the Barbican Residential volume.

4. The electricity from this Power Purchase Agreement (PPA) is provided at a set price which increases after the 2<sup>nd</sup> year of operation in line with CPI.
5. Via the Climate Action Strategy, Surveys have begun across the Barbican Residential site. A number fabric measures have been reviewed with the likely cost, kWh and CO<sub>2</sub> savings identified. Further surveys are expected to begin in the coming weeks, looking at the landlord areas in more detail.

## Rising Markets

**Chart 1.** Rising Electricity Prices Since December 2021 (05/09/2022)

**October 22 Annual UK Baseload Electricity (£/MWh)**



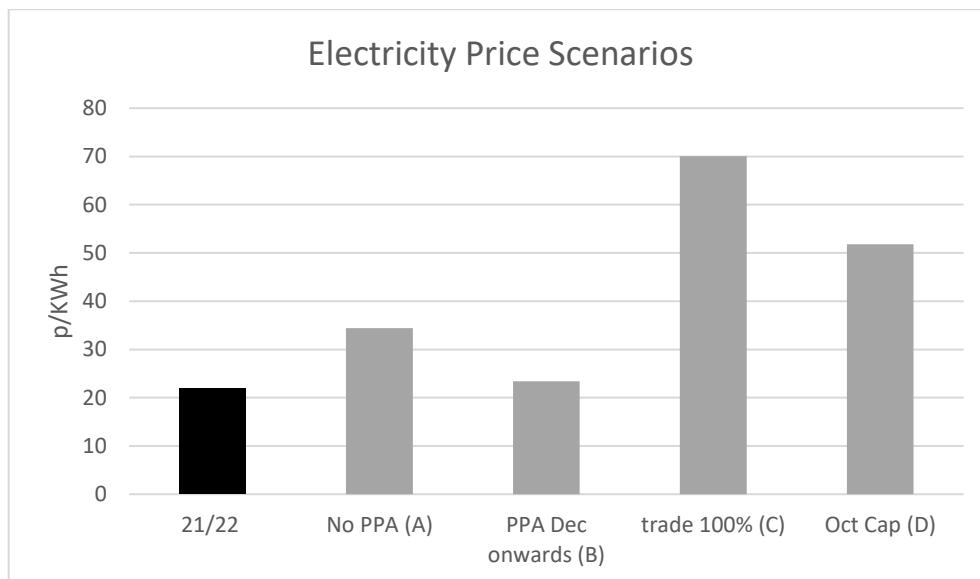
6. Chart above demonstrates the importance of the PPA. It shows how much electricity prices have risen since December of 2021 and demonstrates that current prices have reached around the £700/MWh mark for the October 2022 period. Under the PPA our purchased commodity price (excluding non-commodity costs) will be £41.68/MWh for the first two years. Approximately 63% of our volume will be provided once it reaches its Commercial Operations Date.
7. The PPA start date has recently been pushed back, due to the District Network Operator delaying works related to the connection of the solar farm to the grid. This is expected to Continue until December, but there is a risk it is delayed further. This has regrettably left some open volume that we now need to secure through the market. We are currently engaged in this process and therefore prices remain subject to variation.

## Expected Tariff price October 2022 -September 2023

8. As the PPA is yet in operation we have looked at several scenarios:

- **Scenario A** provides the position if the PPA is delayed by full 12 months, an unlikely scenario. In this scenario, our previous hedged trades will combine with the price achieved for the open volume. Based on prices taken on 31/08. Scenario A is expected to provide a unit rate of close to 34.3p/kWh. This represents a 57% increase on the 21/22-unit rate.
- **Scenario B** provides the position if the PPA is delayed until December, which is our current expectation. In this scenario, the full benefit of the PPA is diluted slightly by trades needed to fill in the missing generation. In this situation a unit rate close to 23.4p/kWh is expected. This represents a 7% increase on 21/22-unit rates.
- **Scenario C** provides the hypothetical position of purchasing all of the electricity volume at current market rates, this is to demonstrate the benefit of the purchase in advance approach. This would increase rates by 220% against 21/22 figures.
- **Scenario D** provides the current domestic energy price cap from October 2022. Again, this is provided for reference as the landlord supplies to the Barbican are not subject to these price caps. The domestic price cap would see unit rates increase by 137%

**Chart 2.** Electricity price scenarios



9. Budgets have been provided by Total Energies and represented a hybrid of 2019 and 2020, where metering data is not currently available. The budget spreadsheet in the appendix has used a conservative unit rate for forecasting of 50p/kWh due to continuing volatility in the market. This does not include REGO prices, only an estimate is placed in at this time.

10. The Energy Team will update the sites as best we can on the “live date” and process of the PPA Further.

11. The Energy and Sustainability are hosting a session in September to discuss invoice validation. Team Energy Auditing Ltd. will be taking over from Mitie in the validation and verification of invoices in 22/23. The Team event will provide further details.

## **Corporate and strategic implications**

**12. Financial implications:** The likely impacts of higher energy prices will have a significant impact on both residents and Commercial tenants at the Barbican Residential Estate. The City Corporation are working to mitigate the impacts of these rises through the introduction of a Power Purchase Agreement and a purchase in advance approach.

### **Conclusion**

13. Whilst we expect there to be a rise in electricity costs for residents at the Barbican, the introduction of the PPA will go far to mitigate the effects. However, this remains delayed, and uncertainty remains on the final date it will become operational. If as expected, the PPA is operating by December, the effect is likely to be minimal, whilst the hedged position on electricity purchases to date, will also help in the event further volume is needed to cover the gap from the PPA's delayed start.

### **Report author**

**Graeme Low**

Head of Energy and Sustainability, City Surveyor's Department

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|   |                        |
|---|------------------------|
| <b>Committee(s)</b>   | <b>Dated:</b>          |
| Residents' Consultation Committee   | 200922                 |
| <b>Subject:</b> 2021/22 Heating Costs   | <b>Public</b>          |
| <b>Which outcomes in the City Corporation's Corporate Plan does this proposal aim to impact directly?</b> | <b>4 12</b>            |
| <b>Does this proposal require extra revenue and/or capital spending?</b>                                  | <b>N</b>               |
| <b>If so, how much?</b>   | <b>£</b>               |
| <b>What is the source of Funding?</b>   |                        |
| <b>Has this Funding Source been agreed with the Chamberlain's Department?</b>                             | <b>Y</b>               |
| <b>Report of:</b> Andrew Carter Director of Community and Children's Services                             | <b>For Information</b> |
| <b>Report author:</b> Anne Mason Community and Children's Services  |                        |

## Summary

Heating bills across the estate have risen by over 35% in comparison to 2021/22. The main reason for this is the increase in unit prices. However, the increases in the heating service charge are not uniform across the estate which is a concern for leaseholders.

The variations in consumption will be investigated further and a further report will be brought to the RCC.

## Recommendation

Members are asked to:

- Note the report.

## **Main Report**

### **Background**

1. Heating costs are one of the biggest costs in the service charge. The electricity contract was last tendered in 2020/21 and new rates came into force in October 2021.
2. The electricity is supplied by Total Energies and energy bills are currently monitored by Mitie.
3. The electricity is supplied by Half Hourly meters which provide the energy company with data for usage for each half hour period throughout the day. These meters are remotely monitored.
4. The increase in unit costs has been around 48% for the night rate (midnight to 7am) and 38% for the day rate (7am to midnight). Each meter has its own unit rates. For example, one of the meters in Speed House the day rate has increased from 9.4551 pence to 14.8557 pence and the night rate from 9.3667 to 14.1893 pence.
5. In addition to the unit costs there are standing charges approximately £33 per month per meter and capacity charges approximately £131 per month per meter. When there is a high take up excess capacity charges can be incurred. These can be over £2000 per month per block.

### **Current Position**

#### **Consumption**

6. Consumption readings taken by the Barbican engineers show a reduced consumption for 2021/22 of around 3.5% in comparison with 2020/21. However, reading the meters in March 2020 and March 2021 could not necessarily be done on the same date and so their readings are not as accurate as in the past.
7. The energy company uses the data from the half hourly meters for its invoicing. However, we have still received late and revised bills for several blocks.

#### **Billing**

8. For Speed House bills for 2020/21 were received in the following year at a higher rate than had been anticipated and bills received in 2022/23 for the 2021/22 season were also significantly higher than anticipated. Overall, the amount billed for Speed House was over 100% higher than in 2020/21.
9. The invoices received for Gilbert House for 2021/22 were less than 5% higher than those for 2020/21. However, in September 2022 we have received revised bills for three months increasing the charge for the year by nearly 20% (nearly £20k).

10. The Estate Office has requested that all the meters are checked and the readings reconciled. Once this has been done we will report back to the Committee and advise residents of any variations in the charge for the year and provide comparisons of consumption and costs.

### **Conclusion**

11. Energy costs have risen significantly and are rightly of great concern to residents.

12. The checking of all the meters should provide a clearer picture of the energy use for 2021/22.

### **Background Papers**

None

### **Corporate & Strategic Implications Key Data**

#### **Strategic implications –**

Financial implications – Service Charge Expenditure is City Fund.

Resource implications - None

Legal implications - None

Risk implications - None

Equalities implications – None

Climate implications - None

Security implications - None

### **Report author**

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|   |   |
|---|---|
| <b>Committee:</b>   | <b>Dated:</b>                                       |
| <b>Residents Consultation Committee<br/>Barbican Residential Committee</b>                                | 20/09/2022<br>30/09/2022                            |
| <b>Subject: Housing Complaints Policy Review</b>  | <b>Public</b>                                       |
| <b>Which outcomes in the City Corporation’s Corporate Plan does this proposal aim to impact directly?</b> | <b>4</b>  |
| <b>Does this proposal require extra revenue and/or capital spending?</b>                                  | <b>N</b>  |
| <b>If so, how much?</b>   | <b>£</b>  |
| <b>What is the source of Funding?</b>   |   |
| <b>Has this Funding Source been agreed with the Chamberlain’s Department?</b>                             | <b>N</b>  |
| <b>Report of: Director of Community and Children’s Services</b>   | <b>For Decision – BRC<br/>For Information - RCC</b> |
| <b>Report author: Rosalind Ugwu, Interim Head of Barbican Estate</b>                                      |   |

## Summary

The Housing Division’s Complaints Policy was redrafted, and several changes made to bring it in line with the provisions of the Housing Ombudsman’s Complaints Handling Code of 2020. The Housing Management and Almshouses Sub-Committee approved the revised policy on 20/09/2021.

The revised policy adopts a two-stage complaints process and extends the timescale for Stage Two responses. These changes are intended to encourage early resolution of complaints and make the complaints process more accessible and straightforward for residents.

It is proposed that Barbican Estate Office (BEO) adopts the revised Housing Complaints Policy to ensure and demonstrate compliance with both the Housing Ombudsman’s Code and Housing Regulator’s guidance

## Recommendation

Members are asked to:

- Approve the proposal for the BEO to adopt the Housing Complaints Policy when dealing with formal complaints from residents of the Barbican Estate Office.

## Main Report

### Background

1. The BEO has a well-established complaints process, supported by a formal Complaints Policy, which was last approved by Committee in May 2017. This currently involves a three-stage process. Once these stages are exhausted, residents may escalate their complaint to the Housing Ombudsman if they remain dissatisfied.
2. The current three stages are:
  - Stage One: investigation by a Senior Manager or Head of Service (reply within 10 working days)
  - Stage Two: Assistant Director (reply within 10 working days)
  - Stage Three: Town Clerk's Department (normally allocated to an Assistant Director outside DCCS; response due within 10 working days)
3. The Corporation is a mandatory member of the Housing Ombudsman Scheme and residents may escalate their complaint to the Ombudsman if they remain dissatisfied once its complaints process is exhausted. The Ombudsman may investigate complaints referred to it and recommend a resolution. If the Ombudsman believes that the Corporation is at fault, or, it has not done enough to put things right, it can make recommendations for the resolution of the complaint.
4. The Ombudsman may make findings of service failure or maladministration against a landlord, impose a requirement to pay compensation, or require the landlord to take other steps to conclude the complaint.
5. Most complaints are resolved successfully at Stage One, though some escalate through the process and end up with the Ombudsman each year. In 2021/22, the BEO received a total of 7 complaints, of which 7 were resolved at stage 1 and 2 resolved at stage 2, none went to Stage 3, none were referred to the Ombudsman.
6. In 2020, the Ombudsman issued a new Complaints Handling Code ("the Code"). The Code sets out best practice guidance for the handling of complaints by social landlords who, are members of the Ombudsman scheme. It is intended to ensure that landlords have an easily accessible and resident-focused complaints procedure, which is fair to complainants and geared towards resolving complaints at an early stage.
7. The Code is intended to make it easier and quicker for residents to seek redress for their landlords' service failures. Non-compliance with the Code on the part

of a landlord can result in a finding of “complaints handling failure,” which may result in the landlord being ordered to provide redress, including financial compensation, to the complainant. It may also refer the matter to the Regulator for Social Housing. These findings are published on the Ombudsman’s website.

8. One significant change set out in the Code is that landlords are expected to have a two-stage complaints procedure unless it is absolutely necessary to offer three stages. This supports the aim of ensuring the timely resolution of complaints.
9. Another change recommended in the Code is the adoption of standard timescales for complaints responses. For Stage Two, the maximum recommended time is 20 working days. This balances the need to provide a timely response with allowing landlords the time to provide a meaningful response which has been thoroughly investigated.

## Current Position

10. Landlords are required to complete a self-assessment against the Code. The BEO’s self-assessment shows that we are largely compliant however, we currently do not meet the recommendation that we offer a two-stage process.

11. The Code states:

*3.6: A landlord’s complaints procedure shall comprise of two stages. This ensures that a resident has the opportunity to challenge any decision by correcting errors or sharing concerns via an appeal process.*

*3.8: The Ombudsman does not believe a third stage is necessary as part of a complaints process but if a landlord believes strongly it requires one, it should set out its reasons as part of the self-assessment. A process with more than three stages is not acceptable under any circumstances in the Ombudsman’s view.*

12. The two-stage process outlined in the Complaints Code is intended to:

- Give complainants redress within a reasonable timeframe
- Allow them to appeal an initial decision internally and for any mistakes at Stage One to be corrected
- Encourage landlords to adopt a constructive approach to early complaints resolution rather than sticking rigidly to a formal process

13. The rationale behind having a third stage, dealt with elsewhere within the Corporation, is presumably to demonstrate impartiality. However, there are controls in place to ensure that complaints are effectively and fairly investigated within the Housing Team, such as asking managers from different teams to

investigate if needed, and complaints investigations being reviewed by a senior manager, who was not involved in the original investigation, before completion.

14. All complaints responses at Stages 1 and 2 are also reviewed by the Quality and Performance Manager before being issued, to ensure that they answer the complaint in full and demonstrate that a comprehensive investigation has taken place.
15. Bearing in mind the spirit of the Complaints Code, it is considered that there is no compelling reason to retain a third stage and it cannot be said to be “absolutely necessary” as required by the Ombudsman.
16. Having two stages, with proper checks and balances to ensure impartiality and quality, will better serve residents and ensure that a higher quality of service is provided to complainants.
17. With the upcoming changes to housing regulation and the need for landlords to become more transparent, responsive, and accountable to residents about their performance, moving to a two-stage process will demonstrate a commitment to trying to resolve complaints more efficiently and show a willingness to be held to account by residents and the Ombudsman.
18. A brief search of information available about other local authority landlords’ procedures shows that many have already adopted two-stage processes for housing complaints, including Westminster, Southwark, Islington, Lambeth, Brent, Hackney, Enfield, and Lewisham.
19. The adoption of the Housing Complaint’s policy by BEO (as approved by this Committee) will ensure a fair and consistent response to complaints across all CoL residential tenures and align with the revised Housing Complaints Policy, approved by the Housing Management and Almshouses Sub-Committee on 20/09/2021
20. With regard to standard timescales, the revised Complaints Policy retains the 10 working days response time for Stage One and, for Stage Two responses, allows for a maximum of 20 working days, in line with the Code. This is to ensure that adequate time is given to conduct in-depth reviews at Stage Two.
21. Officers will naturally continue to attempt to resolve complaints as quickly as possible and any variance with these timescales will be communicated to the complainant.

## **Proposals**

22. To bring the BEO in line with the Housing Division’s revised Complaints Policy and the Housing Ombudsman’s new Complaints Handling Code, it is proposed that:
  - The BEO adopts the existing two-stage complaints process to comply with the Complaints Handling Code.



## **Corporate & Strategic Implications**

### **Strategic Implications**

23. The revised Housing Complaints Policy supports the aims of our Corporate Plan and Housing Strategy, in that it contributes to the effective management of the Barbican Residential Estate.

### **Conclusion**

24. The BEO requests the approval of this Committee to adopt the Housing Complaints Policy that has been recently revised to reflect the provisions of the Housing Ombudsman's Complaints Handling Code for social landlords.

25. The policy removes the current Stage Three process (Town Clerk) in line with the Ombudsman's recommendations. It also aligns the timescales for complaints responses with the maximum provided for in the Code.

### **Appendices:**

- Appendix One: Housing Complaints Policy (2021)

### **Rosalind Ugwu**

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**City of London Corporation**  
**Department of Community & Children's Services**  
**Housing Service**

## **Housing Complaints Policy**

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|--------------------------|---|
| <b>Approved by:</b>      | <b><i>Housing Management &amp; Almshouses Sub-Committee</i></b> |
| <b>Approval Date:</b>    |   |
| <b>Next Review Date:</b> |   |

## **1. Purpose and scope**

1.1 We have this policy because we want our residents and service users to know about our approach to complaints. We aim to provide good quality services but sometimes we get it wrong. When this happens, we want to make it as easy as possible for residents to tell us and know that we will respond positively, quickly and fairly.

1.2 This policy applies to:

- City of London tenants, leaseholders and freeholders who receive services from the Housing Service
- Those affected by the City of London Housing Service
- Those applying for services delivered by the City of London Housing Service

## **2. Policy aims and objectives**

2.1 Our priority is to put things right when they go wrong. To help us do this, we aim to deliver an excellent complaint handling service that puts the complainant at the heart of what we do and gives them the chance to express their point of view and the outcome they are seeking.

2.2 A key objective of this policy is to help us better understand the resident experience. We will use this insight as an opportunity to learn and continually improve our services.

## **3. Definitions**

3.1 We have adopted the following definition of a complaint from the Housing Ombudsman's Complaints Handling Code:

*A complaint is an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents.*

3.2 Regardless of the definition that we adopt, if a resident tells us that they are not satisfied with a service we will take steps to resolve the issue as quickly as possible.

## **4. Exclusions**

4.1 We cannot always accept a complaint. Sometimes we will have valid reasons such as the following:

- **Age** – The issue giving rise to the complaint occurred more than 6 months ago, unless it is a recurring problem.
- **Legal action** – A complainant pursues the issue through a legal route. This will not stop us trying to resolve the issue.
- **Previous complaints** – A matter has already been considered and reviewed using the complaints service
- **Not within our control** – Complaints about services, people or bodies over which we have no control.
- **Insurance claims** - A claim for damages or personal injury which will be dealt with as an insurance claim.
- **Alternative appeals or review procedures** – Issues over which there is an alternative redress process.

If we cannot accept a complaint, we will explain the reasons to the complainant.

## 5. **Service standards**

5.1 When we provide a complaints service, residents can expect the following from us:

- To be provided with information about our complaints service in a variety of formats
- If we do not accept a complaint, we will explain the reasons why
- Use plain language and make clear the outcome of the complaint
- Acknowledge a complaint within 2 working days
- Provide a response at Stage 1 of our process within 10 working days
- Provide a response at Stage 2 of our process within 20 working days of the complaint being escalated.
- When we offer a remedy, we will set out what we intend to do and the timescales
- If we decide not to escalate a complaint, we will provide an explanation

## 6. **Legislation and regulation**

6.1 This policy will have regard to the following requirements of the Regulator of Social Housing:

Value for Money Standard – We will make the best use of our resources by learning from complaints and minimising mistakes.

Tenant Involvement and Empowerment Standard - We will adopt an approach to complaints that is clear, simple and accessible and ensure that complaints are resolved promptly, politely and fairly.

- 6.2 In July 2020 The Housing Ombudsman published a Complaints Handling Code. In addition, the November 2020 Social Housing White Paper proposed a new charter for social housing which includes an expectation that residents will have their complaints dealt with promptly and fairly. This policy will ensure we comply with the Code and that we are able to meet the expectations of the White Paper and subsequent legislation.

## **7. Our approach to complaints**

### **7.1 Access**

We will make the complaints service accessible to all residents using a range of channels through which residents can make a complaint, including our website and any official social media platforms. We will comply with our Equality Act duty and tailor our service to meet an individual's needs, making whatever adjustments are required.

We will accept complaints made by a resident's representative and fully engage with representative when we handle the complaint. We will also encourage and signpost residents to advice and advocacy services as appropriate.

We will ensure that all staff understand the difference between a service request and a complaint and are aware that complaints can be received verbally.

### **7.2 Awareness**

We will raise awareness of our complaints service. We will use our website, newsletters and leaflets to ensure residents know how to complain.

As part of the information that we make available to residents we will include contact information for the Ombudsman. We will explain the role of the Ombudsman and ensure residents are aware that they can contact the service at any point for help and advice throughout their complaint.

### 7.3 Complaints handling

We want to make complaint handling a resident friendly experience. Our Housing Complaints Team will take responsibility for a complaint and work with colleagues to find a speedy resolution. Complaints will be acknowledged and recorded, and early contact made to ensure we understand the issues and the outcome the resident is seeking.

Our priority will be to resolve the complaint at the earliest opportunity. We will ask residents to allow us the opportunity to find a speedy resolution. Where the complaint requires formal consideration, we have a two-stage process.

The first stage will be a full and fair investigation. The investigation will be carried out by a senior manager who will be impartial and seek the information they need to find an outcome that would resolve the matter for the resident.

When it is not possible to find a resolution, we have a second stage in our process that allows residents to request a review of their complaint. The review will give residents the opportunity to challenge the earlier decision.

We will not unreasonably refuse to escalate a complaint to the next stage. If we refuse to allow escalation, we will explain the reasons for our decision.

When a resident is not satisfied with our response, we will ensure that are aware of how to contact the Housing Ombudsman. We will fully co-operate with the Ombudsman and continue to look to resolve the complaint.

### 7.4 Communication

We will make information about our complaints service available in clear and accessible formats. All our communications will use plain language. When we respond to complaints, we will make the outcome clear and explain the reasons for any decision made. We will keep residents regularly updated using methods of communication agreed with the resident.

Where a resident's expectation is unrealistic or unreasonable, we will explain this to the resident. If we consider that it may help to resolve a complaint, we seek the complainant's permission to engage with professional mediators as an alternative means of finding an effective resolution.

We will report back to our involved residents on our performance and ensure that information is regularly provided to all residents on how well we are delivering

our complaints service and improvements that have come about as a result of complaints.

### **7.5 Putting things right**

We know that for most complainants when we have failed to provide a service the priority is to put things right. We will apologise and set out the actions we will take to resolve the complaint. Any remedy that is offered by us will reflect the extent of the service failure and the impact on the resident. When needed we will exercise appropriate discretion to find a remedy.

We recognise that finding a remedy may not in itself repair our relationship with our resident. In order to build confidence, we may at times engage the services of an independent third party to investigate or review a complaint.

### **7.6 Learning and improvement**

We will ensure that we learn from complaints to keep improving. We will look beyond individual complaints to identify where our processes or policies need to change. We will ensure that this approach is part of our service planning framework and informs staff training.

### **7.7 Unacceptable complainant behaviour**

If a complainant behaves unreasonably at any stage of the complaints process, we will apply our policy on unreasonable behaviour. Unacceptable or unreasonable behaviour could include:

- making numerous complaints about minor matters or matters which staff cannot change, which take up an unreasonable amount of staff time
- contacting multiple officers to complain about the same issue
- being abusive or offensive to staff or using inappropriate language
- making unfounded or unsupported complaints that may be malicious in nature.

If we consider a complainant to be unreasonable, we may close an existing complaint down or limit the means by which the resident can communicate with us. Once a decision has been made, we will inform the complainant and explain the reasons for our decision.



## **8. Responsibilities, monitoring and performance**

- 8.1 Overall responsibility for this policy and its implementation rests with the Head of Housing Management. The Head of Housing Management will ensure that staff receive the appropriate training and support to achieve the aims of this policy. Where needed we may establish appropriate operational procedures.
- 8.2 Monitoring of the implementation of this policy and our performance in handling complaints will be the responsibility of the Housing Management and Almshouses Sub-Committee. We will carry out regular self-assessments against the Complaints Handling Code and ensure that our performance measures drive improvements.

## **9. Associated policies**

- Compensation Policy

**10. Document Management**

|                     |  |
|---------------------|--|
| Policy title        | Housing Complaints Policy                      |
| Date created        |  |
| Policy owner        | Head of Housing Management                     |
| Authorised by       | Housing Management and Almhouses Sub-Committee |
| Date authorised     |  |
| Review period       | 3 years  |
| Date of next review |  |

| <b>Consultation and assessment</b> |  |
|------------------------------------|--|
| Resident consultation              |  |
| Equality Analysis                  |  |
| Data Protection Impact Assessment  | Not required. Minimal risk of data breaches. Use of personal data covered by Privacy Notice. |

| <b>Document review history</b> |                     |                      |                    |
|--------------------------------|---------------------|----------------------|--------------------|
| <b>Version</b>                 | <b>Date amended</b> | <b>Date approved</b> | <b>Key changes</b> |
| 1.0                            |                     |                      |                    |
|                                |                     |                      |                    |

|   |   |
|---|---|
| <b>Committee(s):</b><br>Barbican Residents Consultation Committee<br>Barbican Residential Committee   | <b>Dated:</b><br>20 September 2022<br>30 September 2022 |
| <b>Subject:</b><br>Wayleave Agreements – Barbican Residential Estate  | <b>Public</b>   |
| <b>Which outcomes in the City Corporation’s Corporate Plan does this proposal aim to impact directly?</b>   | 1, 2, 12  |
| <b>Does this proposal require extra revenue and/or capital spending?</b>  | N   |
| <b>If so, how much?</b>   | N/A   |
| <b>What is the source of Funding?</b>   | N/A   |
| <b>Has this Funding Source been agreed with the Chamberlain’s Department?</b>   | N/A   |
| <b>Report of:</b><br>Director of Community and Children’s Services  | <b>For Decision</b>                                     |
| <b>Report authors:</b><br>Paul Murtagh<br>Assistant Director Barbican & Property Services<br><br>Sye Thevathas<br>Strategic Infrastructure Advisor, City Surveyor’s |   |

## Summary

The purpose of this report is to seek Member approval to proposed Wayleave Agreements between the City of London Corporation (the Corporation) and British Telecommunications PLC (referred to going forward as Openreach, a wholly owned subsidiary of British Telecommunications PLC), the Corporation and Virgin Media, the Corporation and Hyperoptic and Community Fibre respectively, in respect of the installation of electronic communication apparatus on various defined buildings across the Corporation’s Barbican Residential Estate.

## Recommendations

Members are asked to:

1. Agree that the Corporation enters into separate ‘Wayleave Agreements’ with Openreach, Virgin Media, Hyperoptic and Community Fibre in respect of the installation of electronic communication apparatus on various defined buildings across the Barbican Residential Estate.
2. Approve and agree the specific Wayleave Agreement between the Corporation and Openreach (attached as Appendix ‘A’ to this report), in respect of the installation of electronic communication apparatus on various defined buildings across the Barbican Residential Estate.

3. Approve the use of the same Wayleave Agreement between the Corporation and Virgin Media, in respect of the installation of electronic communication apparatus on various defined buildings across the Barbican Residential Estate.
4. Delegate authority to the Director of Community & Children's Services to approve and agree further 'Wayleave Agreements' with Hyperoptic and Community Fibre in the agreed format, as appropriate, in accordance with relevant legislation and, in the best interests of the Corporation.

## **Main Report**

### **Background**

1. The Government has set a target for at least 85% of UK premises to have access to gigabit-broadband by 2026 and has stated that it will "seek to accelerate roll-out further to get as close to 100% as possible". The Government's policy is that gigabit-broadband infrastructure will be mostly built using private investment. Private companies decide when and where to build infrastructure, based on commercial factors such as supply and demand.
2. The two biggest industry leaders, Openreach and Virgin Media, provide regular public reports on their rollout plans and, are key players in the delivery of this target. As a result, Openreach and Virgin Media will contribute significantly to helping deliver the switch from the current copper network to gigabit-capable services. The retirement of the copper network is scheduled for 2025 and both Openreach and Virgin Media will be fundamental in enabling this across the UK.
3. Openreach, Virgin Media Hyperoptic and Community Fibre have approached the Corporation with a request for a wayleave agreement, to enable them to install their equipment on various defined buildings across the Barbican Residential Estate.

### **Considerations**

#### Electronic Communications Code

4. The Electronic Communications Code, known within the industry as 'The Code', is set out in Schedule 3A of the Communications Act 2003. It is essentially, a set of rights that are designed to facilitate the installation and maintenance of electronic communications networks. The Code confers rights on providers of such networks and, on providers of systems of infrastructure, to install and maintain apparatus on, under and over land and results in considerably simplified planning procedures.
5. Wayleaves are the most common form of access agreement for telecoms infrastructure and, are usually entered into consensually between the parties. If an agreement cannot be reached consensually, the telecoms operator may apply to the court to seek an imposed agreement through powers contained in the Electronic Communications Code (Schedule 3A to the Communications Act 2003, as amended).
6. It is considered best practice to have multiple wayleave agreements with different providers to ensure competition and a reasonable choice for residents, as well as,

safeguarding the network provision for the future, in the event of any commercial changes.

#### Current Position

7. The Corporation currently, has wayleave agreements with all four providers: Openreach, Virgin Media, Community Fibre and Hyperoptic for all the Corporation's Housing Estates except for the Barbican Estate. There is a further fifth wayleave agreement with Vision Fibre however, this company has since been sold. Vision Fibre only installed its equipment on one of the Corporation's housing estates (Golden Lane Estate).
8. The fibre roll-out programme that is currently being carried out, is managed by an independent consultant, who is funded directly by the respective providers but works on behalf of the Corporation to reduce resource requirements. The independent consultant oversees the installation process, as well as liaising with residents and the Corporation's own staff.

#### Proposal for new wayleave agreements

9. Openreach, Virgin Media, Hyperoptic and Community Fibre have approached the Corporation with a request for a wayleave to enable them to install their equipment on various identified buildings across the Barbican Residential Estate.
10. The scope, type, and content of the standard Wayleave Agreement has been agreed and approved by the Comptroller and City Solicitor. The proposed Wayleave Agreement between the Corporation and Openreach is attached at Appendix 'A' to this report for members consideration and approval.
11. It is also proposed that members approve the use of the same standard Wayleave Agreement between the Corporation and Virgin Media, in respect of the installation of electronic communication apparatus on various defined buildings across the Barbican Residential Estate.
12. It is hoped, subject to the formal approval of this Committee, that the roll-out of the new fibre installations will commence within the next three to six months.

#### Benefits and Value for the Corporation and its Residents

##### Virgin Media

13. Virgin Media offers three potential alternative methods of installation to suit the various buildings and situations. This means that those buildings with only one or, no current fibre providers, should be able to achieve full fibre to all the homes. This also means that for the majority of buildings, where a suitable Integrated Reception Service (IRS) is in place, there will be no need for additional cabling on buildings and minimal associated external civils/ground works.
14. Virgin Media adheres to the social value commitment of offering discounted and accessible packages to all social housing residents on low income or as determined by the Corporation. For example, for those residents in receipt of Universal Credit, "Virgin Media Essential Broadband", with a speed of 15Mbps, is available for a fixed price of £15 per month, with no fixed-term contract and, no price changes whilst the benefit payments are being received. Since 2015, Virgin

Media has been a partner with the national disability charity, Scope, supporting disabled people with digital skills and the confidence to get in and stay in work.

15. As well as covering the relevant external consultancy fees, Virgin Media will contribute £15 per premise connected under this programme towards a digital fund that can be used on local social value projects.

#### Openreach

16. Openreach is a wholesale provider and, an open network, which means that it will install the necessary infrastructure and then, make it available to a substantial number of Internet Service Providers. This will offer residents a much wider personal choice.
17. Openreach has a clear delivery plan for the next 5 years which, is published on its website. Currently, subject to formal approval, the Corporation's properties that are scheduled for fibre installation are set out in Schedule 1 of the Wayleave Agreement attached at Appendix A to this report. It should be noted however, that the Barbican Estate is referred to generically and not on a block-by-block basis.

#### Community Fibre and Hyperoptic

18. Although not yet on the same scale as Openreach and Virgin Media, Community Fibre and Hyperoptic do offer benefits and value for the Corporation and its residents, most notably through the provision of free WiFi hotspots, accessible to all, in a designated communal area at each estate where they are authorised to connect in to.

#### Additional Benefits

19. These proposed wayleaves are cost neutral to the Corporation and its residents, including the cost of ongoing future maintenance. Both Openreach and Virgin Media are updating their existing equipment, which means that the need for additional cabling and infrastructure is limited and, will result in an improvement to any existing services that residents currently purchase from them.
20. The Project Management resource will continue to be paid for by the providers, which will ensure a seamless and continuous link for both staff and residents before, during and after the installation work takes place. This will also help the providers to prioritise their installations, limiting the disruption to residents, and ensuring all installation packs are checked and are compliant prior to installation.

### **Appendices**

Appendix A: Wayleave Agreement between the Corporation and British Telecommunications PLC (Openreach)

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DATED: 22/02/2022

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THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON

and

BRITISH TELECOMMUNICATIONS PLC

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WAYLEAVE AGREEMENT

in respect of the installation of electronic communication  
apparatus at buildings listed in Schedule 1

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## WAYLEAVE AGREEMENT

**DATE 22/02/2022**

### **PARTIES**

- (1) THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON of PO Box 270 Guldhall London EC2P 2EJ (the "Grantor" which expression will include the Grantor's successors in title); and
- (2) BRITISH TELECOMMUNICATIONS PLC (incorporated and registered in England and Wales under company registration number 1800000), the registered office of which is at 81 Newgate Street, London EC1A 7AJ (the "Company" which expression will include any entity to whom this wayleave agreement may be transferred pursuant to clause 7).

### **RECITALS**

- (A) This agreement is made pursuant to Part 2 of Schedule 3A of the Act (as defined in clause 1).
- (B) The Company benefits from powers under the Code.
- (C) The Grantor is the owner of the freehold estate in the Property (as defined in clause 1) or has a leasehold interest in the Property of greater than one year.

### **IT IS AGREED AS FOLLOWS:**

#### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this agreement (unless the context otherwise requires) the following words have the following meanings:

**"Act"** means the Communications Act 2003, as amended by the Digital Economy Act 2017;

**"Code"**

means the Electronic Communications Code as set out in Schedule 3A to the Act as amended by the Digital Economy Act 2017;

**"Customers"**

means any tenant and/or undertenant(s) and/or lawful occupiers of the Property which have a contract for any Electronic Communications Service fulfilled via the Permitted Apparatus;

**"Electronic Communications Service"** means an electronic communications service as defined in section 32 of the Act;



**"Operational Land"**

means the part of the Property which comprises a strip one metre or thereabouts in width running over and to either side of the Permitted Apparatus;

**"Permitted Apparatus"**

means any Electronic Communications Apparatus (as defined by paragraph 5 of Part 1 of the Code):

- (a) approved by the Grantor in accordance with clause 3.1 and which is to be supplied by the Company for use in the supply of an Electronic Communications Service to Customers; and
- (b) installed at the Property prior to the date of this agreement (including pursuant to the Pre-Existing Wayleave Agreements) and which has been supplied by the Company for use in the supply of an Electronic Communications Service to Customers (the **"Pre-Existing Permitted Apparatus"**),

and if applicable includes such apparatus as substituted or upgraded pursuant to clause 2.1 or relocated pursuant to clause 4;

**"Pre-Existing Wayleave Agreements"**

means the pre-existing wayleave agreements signed before the date of this agreement granting rights to the Company in the Property (if any);

**"Property"** means the property described in **Schedule 1**;

**"SSRAMS"**

means the document or documents consisting of Site Specific Risk Assessments and Method Statements detailing any proposed Works to be carried out at the Property by the Company;

**"Works"**

means any works to the Property necessary to install, use, keep, operate, maintain, repair, substitute and remove the Permitted Apparatus, including any works carried out under clause 2.1 or any other provision of this agreement.

1.2 Reference to any statute or statutory provision includes a reference to the statutory provision as from time to time amended, extended or re-enacted.

1.3 Reference to a clause, paragraph or schedule is to a clause or paragraph of or a schedule to this agreement and a reference to this agreement includes its schedules.

1.4 Reference to the alteration of the Permitted Apparatus includes reference to the moving or relocation of the Permitted Apparatus or any part of it but does not include reference to the removal of the Permitted Apparatus.

## **2. RIGHTS OF THE COMPANY**

It is agreed by the Grantor that the Company, and its duly authorised agents will be entitled to exercise the following ("the Rights"):

- 2.1 to install, use, keep, operate, maintain, repair, substitute, upgrade, share and remove the Permitted Apparatus in, on, under or over the Property;
- 2.2 for the purpose of clause 2.1 to enter into and upon the Property at reasonable times giving the Grantor prior reasonable notice (except in the case of emergency) with or without workmen, vehicles (where appropriate), plant equipment or machinery to carry out the Works; and
- 2.3 to use the Permitted Apparatus for the purpose of providing an electronic communication service (as defined by the Code) to the occupiers of the Property only, until the termination of this agreement in accordance with clause 6 or otherwise by agreement.

## **3. THE COMPANY'S COVENANTS**

The Company covenants with the Grantor that it will:

- 3.1 prior to carrying out any Works obtain the approval of the Grantor to the SSRAMs applicable to them (such approval not to be unreasonably withheld or delayed) and will not carry out any Works nor install any Electronic Communications Apparatus at or to the Property prior to obtaining such approval;
- 3.2 carry out the Works in accordance with the SSRAMs approved by the Grantor in accordance with clause 3.1 in a proper and workmanlike manner taking all reasonable precautions to avoid obstructions or interference with the use of the Property or any adjoining property and so as to cause as little damage, nuisance and inconvenience as possible to the Grantor and any tenants or occupiers of the Property and any adjoining property;
- 3.3 prior to carrying out any works obtain all statutory and other consents and permits that may be necessary for the Works;
- 3.4 carry out and complete the Works and use and operate the Permitted Apparatus in accordance in all respects with all relevant legislation (including without limitation the guidelines covering electronic communications apparatus provided by the Health Protection Agency and the International Commission for Non-Ionizing Radiation Protection or any successor agencies);
- 3.5 use best endeavours not to use any part of the Property other than the Operational Land for the carrying out of the Works save where it would be impossible not to use some part of the Property in addition to the Operational Land and for which the Grantor's prior approval has been obtained (such approval not to be unreasonably withheld or delayed);
- 3.6 as soon as possible make good to the reasonable satisfaction of the Grantor all damage caused to the Property or any adjoining property arising as a result of the carrying out of the Works or any related works to which the Grantor has consented pursuant to this agreement;
- 3.7 maintain and keep the Permitted Apparatus in good repair and condition and so as not to be a danger to the Grantor, its employees or property, or the tenants or occupiers of the Property;

3.8 give to the Grantor not less than fourteen days' prior written notice (except in case of emergency when such length of notice as is reasonably practicable will be given) of its intention to install, repair, substitute, renew or remove the Permitted Apparatus;

3.9 maintain insurance with a reputable insurance company against public liability and other third party liability in connection with any injury, death, loss or damage to any persons or property belonging to any third party arising out of the exercise by the Company, its employees, agents or any person under its control of the rights hereby granted, and will provide details of such insurance to the Grantor upon request and evidence that it is in force; and

3.10 indemnify the Grantor against all losses, actions, claims, demands, compensation, damages, costs and expenses and increased costs and expenses up to a maximum amount of ten million pounds (£10,000,000), relating to or arising from the installation of the Permitted Apparatus, the retention and use of it; and/or it remaining in or on the Property after the termination of this agreement including (without limitation) any such:

3.10.1 arising from delay to or abandonment of or re-design of works to repair, renew, redevelop, refurbish, alter, improve or change the use of the Property or any adjoining property or any part thereof or plant and machinery serving it and/or loss of rent and/or the difference between the value of the Grantor's interest in the Property with the Permitted Apparatus installed on it and the value of that interest with the Permitted Apparatus removed from it; and

3.10.2 arising out of any breach of any obligation owed by the Company under this agreement.

#### **4. ALTERATIONS TO PERMITTED APPARATUS**

4.1 If the Grantor requires the alteration of the Permitted Apparatus or part thereof to enable the Property or any part of it to be repaired, renewed, redeveloped, refurbished, altered, improved, added to or the use of it changed or to permit plant and machinery serving the Property to be installed or renewed or replaced; the Company agrees to alter the Permitted Apparatus at the Company's sole cost as detailed in and upon not less than three months' written notice from the Grantor pursuant to clause 4.2 below.

4.2 Following service of a notice under clause 4.1 the Grantor will consult with the Company to find a suitable alternative location for the Permitted Apparatus within the Property reasonably satisfactory to both parties and taking into account the Company's reasonable requirements, which do not hinder, prevent or impede or increase the cost of the works referred to in clause 4.1. The Company will not be obliged to alter the Permitted Apparatus under this clause 4 if no suitable alternative location can be provided within the Property, subject to clause 4.5 below.

4.3 If the Permitted Apparatus is relocated, the provisions of this agreement will continue to apply to the Property and the Permitted Apparatus in their altered location but if the Grantor requires the Company will accept (and execute and deliver a counterpart of) a further wayleave agreement taking effect on the date of the relocation of the Permitted Apparatus on the same terms, provisions and conditions as this agreement with such amendments as required to describe the alterations that have been agreed between the parties.

4.4 If the Grantor does not require a new wayleave agreement to be entered into under clause 4.3 the Grantor and the Company will each sign a memorandum which will include details of the

alterations to the Permitted Apparatus and will each send the signed memorandum to the other party within one month of the date of alteration of the Permitted Apparatus.

4.5 If the parties are unable to agree upon an alternative location for the Permitted Apparatus by the expiry of the written notice made by the Grantor in accordance with clause 4.1, either party may refer the matter for determination under clause 8.

## **5. INTERFERENCE**

If it is demonstrated by the Grantor that the Permitted Apparatus is materially interfering (electronically, electromagnetically, mechanically or otherwise) with the operation of other equipment now or at any time after the date of this agreement installed at the Property, all parties will co-operate and use reasonable endeavours in achieving a technical solution.

## **6. TERMINATION**

6.1 This agreement will terminate automatically without notice in the event of the Company:

6.1.1 removing all Permitted Apparatus; or

6.1.2 ceasing to be a person to whom the Code is applied.

6.2 The Grantor may determine this agreement by giving the Company not less than 18 months' prior written notice under Paragraph 31 of the Code if:

6.2.1 the Grantor's land is required for or in connection with any demolition, redevelopment, renewal, refurbishment, improvement, alteration or change of use of the Property or any part of it and such demolition, redevelopment, renewal, refurbishment, improvement, alteration or change of use cannot reasonably be carried out without the removal of the Permitted Apparatus provided that an alteration under clause 4 above is not possible;

6.2.2 this agreement ought to come to an end as a result of substantial breaches by the company of our obligations under the agreement;

6.2.3 the Company has persistently delayed making payments due to you under the terms of this Agreement; or

6.2.4 the prejudice caused to the Grantor by the continuation of this Agreement is incapable of being adequately compensated by money and the public benefit likely to result from the continuation of the Agreement does not outweigh the prejudice to the Grantor

6.3 In the event that the Company is in breach of any of its obligations under this agreement and the Company fails to remedy such breach within 30 working days following receipt of written notice from the Grantor (provided that if the breach is a material breach relating to the health and safety of the occupiers of the Property or indeed works affecting the occupiers of the Property's enjoyment of the Property then such period shall be 30 days), the Grantor may

terminate this agreement by giving written notice to the Company, and on the service of this notice this agreement will terminate.

6.4 On determination of the Rights, the Company will as soon as reasonably practicable remove the Permitted Apparatus from the Property and make good any damage to the Property caused by its removal to the reasonable satisfaction of the Grantor.

**7. ASSIGNMENT**

7.1 The benefit of this agreement may be assigned to any operator in place of the Company pursuant to Paragraph 16 of the Code.

7.2 Any assignment may be subject to a condition that the Company enters into a guarantee agreement pursuant to Paragraph 16 of the Code.

**8. DISPUTES**

If any dispute or difference arises between the parties concerning the interpretation of this agreement or any part of it; or in connection with clause 4 of this agreement, such dispute or difference will be referred to a single arbitrator where the parties can agree on one, or otherwise to an arbitrator appointed by the President of the Royal Institution of Chartered Surveyors on the application of either party, and in any case the Arbitration Act 1996 or any statutory amendment or re-enactment will apply to the reference.

**9. NO RESTRICTIONS ON USE**

Nothing in this agreement will prevent or restrict the Grantor from altering, amending, developing or redeveloping the Property or any other buildings, property or land.

**10. NOTICES**

Any notice given by any party to this agreement will be in writing and will be deemed to have been made to the other if such notice is served by hand (in which case service will be deemed effective immediately) or if such notice is sent by registered or recorded post and addressed to the proper address of that party, in which case service will be deemed effective 48 hours after posting.

**11. GOVERNING LAW**

This agreement is governed by English law and disputes not dealt with by clause 8 will be decided in the English courts.

**12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

Unless expressly stated nothing in this agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

**13. GENERAL**

13.1 It is agreed that no relationship of landlord and tenant is created by this agreement between the Grantor and the Company;

13.2 The Grantor has obtained the consent of any landlord mortgagee, covenantee or other person necessary to enter into and give full effect to this agreement.

13.3 The Permitted Apparatus will at all times remain the property of the Company.

- 13.4 This agreement will not apply to any part of the Property which is (or from the date of such adoption becomes) adopted as highway maintainable at the public expense.
- 13.5 This agreement is the entire agreement between the Grantor and the Company relating to the Permitted Apparatus at the Property.
- 13.6 Each covenant and provision of this agreement will be construed as a separate covenant or provision and if one or more of them is considered unenforceable or unlawful for whatever reason then that covenant or provision will be deemed deleted but the enforceability of the remainder of this agreement will not be affected.
- 13.7 This Code right will remain exercisable until the apparatus is no longer required unless determined in accordance with clause 6 above
- 13.8 Without prejudice to the rights of either party against the other for any antecedent breach of the Pre-Existing Wayleave Agreements, the parties agree that the Pre-Existing Wayleave Agreements shall be terminated as at the date of this agreement but the Company shall not be required to comply with any obligations under the Pre-Existing Wayleave Agreements to remove any Pre-Existing Permitted Apparatus and, going forwards, all matters concerning any Pre-Existing Permitted Apparatus shall be governed by this agreement.

**SCHEDULE 1**

**Property**

The property known as per the below schedule

|   |
|---|
| <b>ESTATE</b>   |
| Avondale Square Housing Estate, Old Kent Road, Southwark, London, SE1 |
| Golden Lane Estate, Fann Street, London, EC1Y                         |
| Holloway Estate, Parkhurst Road, London, N7                           |
| Horace Jones House, Duchess Walk, London, SE1                         |
| Isleden House, Prebend Street, Islington, London, N1                  |
| Southwark Estates, London, SE1  |
| Sydenham Hill Estate, 44 Sydenham Hill, London, SE26                  |
| Dron House, Adelina Grove, London, E1                                 |
| Middlesex Street Estate, 1 Artizan Street, London, E1                 |
| William Blake Estate, Hercules Road, London, SE1                      |
| Windsor House, Wenlock Rd, London, N1                                 |
| York Way Estate, Market Road, London, N7                              |
| City of London Almshouses, Ferndale Rd, Brixton, London, SW9          |
| Barbican Estate, Barbican, London, EC2Y                               |

**SCHEDULE 2**

**Apparatus**

A design document shall be produced by the Operator for each Individual Property for approval by the City.



**SCHEDULE 3**

*[Text of the Statutory notice of the assignment of an agreement under the Electronic*

*Communications Code – Paragraph 16(5), Part 3 of Schedule 3A of the Communications Act 2003]*

This is a statutory notice pursuant to paragraph 16(5) of the Electronics Communications Code in Schedule 3A to the Communications Act 2003 (the "**Code**").

We, *[insert name of the Operator]*, are currently party to an agreement under Part 2 of the Code with you The Mayor and Commonalty and Citizens of the City of London (the "**Agreement**"). Under the Agreement, you agreed to confer a number of Code rights in order to facilitate the deployment by us of our electronic communications network. These Code rights relate to land occupied by you at *[insert address]*.

The purpose of this notice is to inform you that, on *[insert date]*, we assigned the Agreement to *[insert name and address of assignee]* (the "**Assignee**"). This means that we have assigned the benefit of the Code rights conferred by you under the Agreement to the Assignee, and the Assignee is (from the date of the assignment) bound by the terms of the Agreement.

Please note that, from the date on which this notice has been given to you, we will not be liable for any breach of a term of the Agreement (unless that breach took place before the date on which this notice was given to you). As a result, should you have any concerns in the future about the exercise of Code rights on your land, please contact the Assignee.

The address of the Assignee is *[insert address]*.

If you have any questions about this notice, please do not hesitate to contact us via telephone (*[insert telephone number]*) or email (*[insert email address]*)

*[insert date of notice]*

**City of London - MDU - Building Wide Wayleave**

**Signed by a duly authorised signatory for and on behalf of THE MAYOR AND  
COMMONALTY AND CITIZENS OF THE CITY OF LONDON**

.....

**Signed for and on behalf of**

**BRITISH TELECOMMUNICATIONS PLC**

.....

**Authorised signatory**

|   |                           |
|---|---------------------------|
| <b>Committee(s):</b><br>Residents' Consultation Committee - For Information                               | <b>Dated:</b><br>20092022 |
| Barbican Residential Committee – For Information  | 30092022                  |
| <b>Subject:</b> Progress of Sales & Lettings  | <b>Public</b>             |
| <b>Which outcomes in the City Corporation's Corporate Plan does this proposal aim to impact directly?</b> | 4                         |
| <b>Does this proposal require extra revenue and/or capital spending?</b>                                  | <b>N</b>                  |
| <b>If so, how much?</b>   | <b>£</b>                  |
| <b>What is the source of Funding?</b>   |                           |
| <b>Has this Funding Source been agreed with the Chamberlain's Department?</b>                             |                           |
| <b>Report of</b> Andrew Carter Director of Community and Children's Services                              | <b>For Information</b>    |
| <b>Report author:</b> Anne Mason Community and Children's Services  |                           |

## Summary

This report, which is for information, is to advise members of the sales and lettings that have been approved by officers since your last meeting. Approval is under delegated authority and in accordance with Standing Orders. The report also provides information on surrenders of tenancies received and the number of flat sales to date.

## Recommendation(s)

Members are asked to:

- Note the report.

## Main Report

### Background

1. The acceptance of surrenders of tenancies and the sale and letting of flats are dealt with under delegated authority.

## Current Position

### SURRENDERS/TERMINATIONS

2.

| Case No | Type | Floor | Rent Per Annum | Tenancy commenced/ expired | Reason for Surrender | Date of Surrender |
|---------|------|-------|----------------|----------------------------|----------------------|-------------------|
| 1       | 20   | 3     | £26,300        | 15/06/2020<br>14/06/2023   | Moving out of London | 19/08/22          |
| 2       | F2C  | 5     | £17,550        | Periodic                   | Tenant Deceased      | 26/05/22          |

### RIGHT TO BUY SALES

3.

|                    | <b>19 August 2022</b> | <b>06 May 2022</b> |
|--------------------|-----------------------|--------------------|
| Sales Completed    | 1080                  | 1080               |
| Total Market Value | £96,348,837.21        | £96,348,837.21     |
| Total Discount     | £29,830,823.62        | £29,830,823.62     |
| NET PRICE          | £66,518,013.59        | £66,518,013.59     |

### OPEN MARKET SALES

4.

|                 | <b>19 August 2022</b> | <b>06 May 2022</b> |
|-----------------|-----------------------|--------------------|
| Sales Completed | 870                   | 867                |
| Market Value    | £167,181,271.97       | £164,784,271.97    |

5. Fifteen exchanges of sold flats have taken place with the sum of £720,254 being paid to the City of London.
6. The freeholds of 14 flats in Wallside have been sold with the sum of £35,000 being paid to the City of London.
7. A 999 year lease has been completed with the sum of £43,200 being paid to the City of London.

### APPROVED SALES

8.

| CASE | Block             | Floor | Type       | Price    | Remarks as at 19/08/2022 |
|------|-------------------|-------|------------|----------|--------------------------|
| 1    | Andrewes House    | 02    | A (1 bed)  | £585,000 | proceeding               |
| 2    | Thomas More House | 01    | 16 (1 bed) | £675,000 | proceeding               |

### COMPLETED SALES

9. Since the last report the sales of 230 Ben Jonson House, 90 Defoe House and 17 Andrewes House have completed.

**SALES PER BLOCK**

10.

| <b>BLOCK</b>               | <b>TOTAL<br/>NO. OF<br/>FLATS</b> | <b>TOTAL<br/>NO. SOLD</b> | <b>NET PRICE<br/>£</b>             | <b>% NO. OF<br/>FLATS<br/>SOLD</b> |
|----------------------------|-----------------------------------|---------------------------|------------------------------------|------------------------------------|
| ANDREWES HOUSE             | 192                               | 187                       | 19,088,760.00                      | 97.40                              |
| BEN JONSON HOUSE           | 204                               | 197                       | 15,554,954.83                      | 96.57                              |
| BRANDON MEWS               | 26                                | 24                        | 1,057,460.00                       | 92.31                              |
| BRETTON HOUSE              | 111                               | 110                       | 8,869,412.50                       | 99.10                              |
| BRYER COURT                | 56                                | 55                        | 2,307,338.50                       | 98.21                              |
| BUNYAN COURT               | 69                                | 68                        | 6,484,280.00                       | 98.55                              |
| DEFOE HOUSE                | 178                               | 174                       | 18,284,782.50                      | 97.75                              |
| FROBISHER CRESCENT         | 69                                | 69                        |                                    | 100.00                             |
| GILBERT HOUSE              | 88                                | 87                        | 11,046,452.50                      | 98.86                              |
| JOHN TRUNDLE COURT         | 133                               | 133                       | 5,467,527.50                       | 100.00                             |
| LAMBERT JONES MEWS         | 8                                 | 8                         | 1,400,000.00                       | 100.00                             |
| MOUNTJOY HOUSE             | 64                                | 63                        | 5,925,723.50                       | 98.44                              |
| THE POSTERN/WALLSIDE       | 26                                | 22                        | 5,959,130.00                       | 84.62                              |
| SEDDON HOUSE               | 76                                | 75                        | 8,445,677.50                       | 98.68                              |
| SPEED HOUSE                | 114                               | 109                       | 13,589,848.50                      | 95.61                              |
| THOMAS MORE HOUSE          | 166                               | 163                       | 14,483,455.00                      | 98.19                              |
| WILLOUGHBY HOUSE           | 148                               | 147                       | 14,972,670.50                      | 99.32                              |
| <b>TERRACE BLOCK TOTAL</b> | 1728<br>(1728)                    | 1691<br>(1688)            | 152,937,473.33<br>(150,539,973.33) | 97.86<br>(97.69)                   |
| CROMWELL TOWER             | 112                               | 103                       | 27,005,801.00                      | 91.96                              |
| LAUDERDALE TOWER           | 117                               | 114                       | 24,553,779.63                      | 97.44                              |
| SHAKESPEARE TOWER          | 116                               | 111                       | 30,001,185.60                      | 95.69                              |
| <b>TOWER BLOCK TOTAL</b>   | 345<br>(345)                      | 328<br>(328)              | 81,560,766.23<br>(81,560,766.23)   | 95.07<br>(95.07)                   |
| <b>ESTATE TOTAL</b>        | 2073<br>(2073)                    | 2019<br>(2016)            | 234,498,239.56<br>(232,100,739.56) | 97.40<br>(97.25)                   |

## **Key Data**

### **Strategic implications –**

Financial implications – Receipts from sales are credited to the City Fund.

Resource implications - None

Legal implications - None

Risk implications - None

Equalities implications – None

Climate implications - None

Security implications - None

## **Appendices**

None

### **Anne Mason**

Revenues Manager

T: 020 7029 3912

E: [anne.mason@cityoflondon.gov.uk](mailto:anne.mason@cityoflondon.gov.uk)

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|   |                          |
|---|--------------------------|
| <b>Committee(s)</b><br>Barbican Residential Committee   | <b>Date:</b><br>30092022 |
| <b>Subject:</b><br>Barbican Arrears   | <b>Public</b>            |
| <b>Which outcomes in the City Corporation's Corporate Plan does this proposal aim to impact directly?</b> | <b>4</b>                 |
| <b>Does this proposal require extra revenue and/or capital spending?</b>                                  | <b>N</b>                 |
| <b>Report of:</b><br>Andrew Carter Director of Community and Children's Services                          | <b>For Information</b>   |
| <b>Report author:</b><br>Anne Mason   |                          |

## Summary

This report, which is for information is to advise members of the current arrears in respect of tenants and leaseholders on the Barbican Estate.

## Recommendation

Members are asked to note the report.

## Main Report

### Background

1. Leaseholders and tenants are billed quarterly in June, September, December and March. The charges raised include charges for car parking and baggage stores.
2. A further analysis of arrears cases is contained in Appendix 1 (Non-public).

## Current Position

### 3. Leaseholders and freeholders

|   | No of free/ leaseholders |        |                     |    |
|---|--------------------------|--------|---------------------|----|
| Charges raised for period                           | £11,660,583              | 2019   |                     |    |
| Target level of net arrears                         | 1%                       |        |                     |    |
| Actual level of net arrears                         | 0.54%                    |        |                     |    |
| <i>Age Analysis of Debt:</i>                        | Jun 22                   | Mar 22 |                     |    |
| Value of debts                                      |                          |        |                     |    |
| 3 - 6 months  | £ 52,679.50              | 74     | £47,222. 80         | 53 |
| 6 – 12 months                                       | £ 29,096.00              | 24     | £ 30,437.10         | 28 |
| 12 - 24 months                                      | £ 19,915.45              | 10     | £ 25,547.05         | 14 |
| Over 24 months                                      | £ 36,736.77              | 4      | £ 35,521.35         | 6  |
| <b>Total arrears outstanding</b>                    | <b>£138,427.72</b>       |        | <b>£ 138,728.30</b> |    |
| <i>Action taken:</i>                                |                          |        |                     |    |
| Amounts subject to arrangement                      | £ 10,365.66              | 4      | £ 0.00              | 0  |
| Amounts referred to Comptroller for recovery action | £ 65,124.17              | 6      | £ 71,623.95         | 7  |
| Amounts awaiting write-off                          | £ 0.00                   | 0      | £ 0.00              | 0  |
| <b>Net debt outstanding</b>                         | <b>£ 62,937.89</b>       |        | <b>£ 67,104.35</b>  |    |

There is a total of 84 leaseholders in arrears.

Of the amounts owing for over 12 months (£56,652.22) £45,909.35 is included in the amounts referred to C&CS and, the remaining £10,742.87 relates to 3 cases.

The net debt outstanding comprises 74 accounts.

#### 4. Tenants

|   |                   | No of tenants |                    |
|---|-------------------|---------------|--------------------|
| Charges raised for period                           | £1,538,346        | 54            |                    |
| Target level of net arrears                         | 1%                |               |                    |
| Actual level of net arrears                         | 0.62%             |               |                    |
|   | Jun 22            | Mar 22        |                    |
| <i>Age Analysis of Debt:</i>                        |                   |               |                    |
| Value of debts                                      |                   |               |                    |
| 3 - 6 months  | £ 9,575.00        | 1             | £ 5,684.42 2       |
| 6 - 12 months                                       | £ 0.00            | 1             | £ 10,986.93 1      |
| 12 - 24 months                                      | £ 0.00            | 0             | £25,535.57 1       |
| debts over 24 months                                | £ 0.00            | 0             | £21,785.44 1       |
| <b>Total arrears outstanding</b>                    | <b>£ 9,575.00</b> |               | <b>£ 63,992.36</b> |
| <i>Action taken:</i>                                |                   |               |                    |
| Amounts subject to arrangement                      | £ 0.00            | 1             | £ 224.42 1         |
| Amounts referred to Comptroller for recovery action | £ 9,575.00        | 1             | £ 63,767.94 1      |
| <b>Net debt outstanding</b>                         | <b>£ 9,575.00</b> |               | <b>£ 0.00</b>      |

There is 1 tenant in arrears.

#### 5. Former tenants' arrears

|   |            | No of former tenants |              |
|---|------------|----------------------|--------------|
| Charges raised for period to  | N/A        | 3                    |              |
| Target: as flats are surrendered infrequently the target is that action on arrears must be dealt with within 3 months |            |                      |              |
|   | Jun 22     | Mar 22               |              |
| <i>Age Analysis of Debt:</i>  |            |                      |              |
| Value of debts 3 - 6 months   | £ 8,120.04 | 0                    | £ 0.00 0     |
| Value of debts 6 - 12 months  | £10,920.00 | 2                    | £ 1,017.55 1 |
| Value of debts 12 - 24 months   | £24,689.43 | 1                    | £ 0.00 0     |

|  |                   |   |                   |   |
|--|-------------------|---|-------------------|---|
| Debts over 24 months   | <u>£40,856.26</u> | 2 | <u>£12,697.75</u> | 1 |
| <b>Total arrears outstanding</b>                               | <b>£84,585.73</b> |   | <b>£13,715.30</b> |   |
| <br><i>Action taken:</i>                                       |                   |   |                   |   |
| Amounts subject to arrangement                                 | £ 0.00            |   | £ 0.00            |   |
| Amounts referred to Comptroller for recovery action/in dispute | £83,730.69        |   | £12,697.75        |   |
| Awaiting write off   | <u>£ 855.04</u>   |   | <u>£ 0.00</u>     |   |
| <b>Net debt outstanding</b>                                    | <b>£ 0.00</b>     |   | <b>£ 1,017.51</b> |   |

There are 3 cases in total.

## Appendices

- Appendix 1 – Arrears Update (Non-Public)

**Anne Mason**  
Revenues Manager DCCS

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