



Barbican Residential Committee

Date: MONDAY, 9 DECEMBER 2024
Time: 1.45 pm
Venue: COMMITTEE ROOMS, 2ND FLOOR, WEST WING, GUILDHALL

Members:

Mark Wheatley (Chairman)	Frances Leach
Anne Corbett (Deputy Chairman)	Andrew McMurtrie
Helen Fentimen OBE JP	Timothy James McNally
John Foley	Paul Singh
Dawn Frampton	Deputy Ceri Wilkins
Steve Goodman OBE	Michael Hudson

Enquiries: Rhys Campbell
Rhys.Campbell@cityoflondon.gov.uk

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Ian Thomas CBE
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**

To approve the public minutes and non-public summary of the meeting held on 16 September 2024.

For Decision
(Pages 5 - 14)

4. **OUTSTANDING ACTIONS**

To note the actions tracker for the Barbican Estate Residents Consultation Committee (BERCC) and the Barbican Residential Committee (BRC).

For Information
(Pages 15 - 18)

5. **BARBICAN ESTATE RESIDENTS CONSULTATION COMMITTEE MINUTES**

To receive the draft minutes of the meeting held on 25 November 2024.

For Information
(To Follow)

6. **ANNUAL REVIEW OF THE TERMS OF REFERENCE OF THE BARBICAN RESIDENTIAL COMMITTEE**

Report of the Town Clerk.

For Decision
(Pages 19 - 22)

7. **SERVICE CHARGE OUTTURN REPORT**

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

For Decision
(Pages 23 - 34)

8. **PURCHASE POWER AGREEMENT**

Report of the City Surveyor.

For Information

9. **PROPOSED HEATING STUDY**

Report of the City Surveyor.

For Decision
(Pages 39 - 54)

10. **BARBICAN WINDOWS**

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

For Decision
(Pages 55 - 66)

11. **LIFT SCREENS**

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

For Decision
(Pages 67 - 108)

12. **OMBUDSMAN CHOICE FOR BARBICAN RESIDENTS**

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

For Decision
(Pages 109 - 184)

13. **BLAKE TOWER**

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

For Information
(Pages 185 - 190)

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

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

16. **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

17. **NON-PUBLIC MINUTES**

To approve the non-public minutes of the previous meeting held on 16 September 2024.

For Decision
(Pages 191 - 192)

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

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

BARBICAN RESIDENTIAL COMMITTEE **Monday, 16 September 2024**

Minutes of the meeting of the Barbican Residential Committee held at Committee Rooms, 2nd Floor, West Wing, Guildhall on Monday, 16 September 2024 at 1.45 pm

Present

Members:

Mark Wheatley (Chairman)
Anne Corbett (Deputy Chairman)
Helen Fentimen OBE JP
John Foley
Steve Goodman OBE

In Attendance:

Dawn Frampton
Andrew McMurtrie
Mary Durcan
Sandra Jenner, Chair of RCC
Jim Durcan, Deputy Chair of RCC

Officers:

Judith Finlay	- Executive Director, Community and Children's Services
Dan Sanders	- Assistant Director, Barbican Residential Estate
Nichola Lloyd	- Community and Children's Services
Jack Nuttall	- Community and Children's Services
David Blane	- Community and Children's Services
Rhys Campbell	- Town Clerk's

1. APOLOGIES

Apologies were received from Dawn Frampton, however she attended the meeting virtually.

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

There were no declarations.

3. MINUTES

That the public minutes and non-public summary from the previous meeting held on 1 July were approved as an accurate record.

4. **BARBICAN RESIDENTS' CONSULTATION COMMITTEE MINUTES**

The Chair of the Barbican Resident's Consultation Committee was invited to speak on matters relating to the most recent Barbican Residents Consultation Committee (RCC) meeting. Members noted the following:

- **Redecorations Programme**

Four houses were still dissatisfied regarding the redecorations programme and the Assistant Director, Barbican Residential Estate (AD) had agreed to conduct a full review once works had been completed and the contract had ended.

- **Fire Doors**

The Chair, RCC highlighted resident's confusion on whether doorframes were inclusive of the overall fire doors replacement programme with the AD advising that he shall confirm and update Members of the RCC at the next meeting.

- **Housing Repairs and Maintenance Contract**

Members of the RCC remained disappointed that the selected RCC representatives were not involved further in the procurement process.

- **Barbican App**

The Chair, RCC updated Members on the discussion held regarding this Barbican App and advised the Committee that it would be very helpful for residents to have a walkthrough before the app is officially launched. It was suggested that a walkthrough might also help to identify any tangible cost savings before the app is purchased.

- **Lift Consultancy**

The lift consultancy report was broadly accepted by the RCC.

- **Temporary Workers**

A paper from the Chair of the Barbican Association was shared to Members of the BRC prior to the meeting which explained the residents perspective regarding agency workers. Chair, RCC informed the BRC that residents were not consulted regarding the employment of agency workers when entering into a employment contract back in 2017.

- **Asbestos**

The major project underway to remove asbestos situated on the Barbican Estate had taken the RCC by surprise, especially considering the expected cost (£1.5 Million - £2 Million). RCC Members expected some debate around this about whether the cost of asbestos removal should fall to residents or not.

5. **ACTIONS TRACKER**

Members noted the actions tracker. During the discussion the following point were raised:

Temporary Repairs

A Member asked whether permanent repairs/changes were imminent, and the Assistant Director confirmed that the 18 months listed in the report was on a contingency basis. The Barbican Estate Office were addressing through contract procurements on matters such as water penetration and window repair issues on a more permanent basis.

A question was raised in relation to anti-social behaviour (ASB) on the Barbican Estate and the Committee was advised that this topic was being reviewed by the BEO. Cooperation between the BEO and the Barbican Centre was expected to take place since the centre had security resources, and there was expectation that the BEO could establish 3-4 hourly patrols. Other proposals were expected to be considered such as CCTV. The Chair acknowledged that anti-social behaviour had also been mentioned within the City, and not just on the Barbican Estate, and that eventually the Court of Common Council may need to be investigated further. The Chair noted the work of a Barbican Resident who had been gathering ASB data and thanked them for their work.

6. **FIRE DOORS**

The Committee received a report from the Executive Director, Community and Children's Services in respect of the fire door replacement programme.

The Assistant Director explained to the Committee that the programme was developed to ensure compartmentation of both fire and smoke if an apartment fire was to occur. Under the Fire Safety (England) Regulations 2022, apartment fire doors, must meet specific standards to ensure they provide adequate protection in the event of a fire. A Member highlighted residents concerns that, subsequently, they might be expected to 'foot the bill' for these works. The Assistant Director advised Members that the BEO would require the potential contractors to make good on anything they do which may ultimately damage the property. However, at the conclusion of the tender process any further costs shall be factored into the final project cost, and this shall be shared with the Committee since the BEO had no intention to incur any further costs onto residents without being transparent in the process.

RESOLVED, that – the report and its contents be noted.

7. **SPRINKLERS**

The Committee received a report from the Executive Director, Community and Children's Services in respect of the installation of sprinkler systems within the towers situated on the Barbican Estate.

A Member asked whether the previous recommendations, which had been provided to the BRC, advocating for the fitting of sprinklers had been overturned and if the overall view had changed. The Assistant Director advised Members that the report had received informed input from fire safety colleagues within the City Surveyor's Department, along with industry experience and the Assistant Director's qualified knowledge of fire safety regulation. He advised the Committee that the Towers were robust reinforced concrete buildings which were due to have its fire doors retrofitted and upgraded. A building safety case and resident engagement strategy was expected to be delivered soon. Whilst the Assistant Director was content with analysing previous reports in relation to sprinkler systems, he advised the Committee that there was no current risk that needed to be mitigated and which would demand a requirement for the installation of sprinklers in the towers.

RESOLVED, that – the report and its contents be noted.

8. **BARBICAN APP**

The Committee received a report from the Executive Director, Community and Children's Services in respect of the BEO's engagement with Spike Global on an initial proposal to develop a bespoke app for the Barbican Estate.

The Assistant Director advised Members that the Altair report recommended the improved use of technology and having a resident portal would help to achieve this. The BEO had entered commercial negotiations with Spike Global and they had managed to secure a "sliding scale" of costs in its first year and he deemed it appropriate for the app to be reviewed by the BRC and RCC after one year before making any further commitments. It was noted that colleagues within Corporate IT and CoLP did not have any concerns around GDPR and data handling at the time of this meeting.

A Member asked if it was possible for WhatsApp to be used as a tool for resident engagement, however the Assistant Director advised that WhatsApp was not the correct communication service that could assist with the work done by the BEO. This included work such as postal handling and request for repairs.

In respect of data handling, a Member raised concerns regarding the multi factor authentication process since she believed this could inhibit some residents from using the app. It was explained that Spike Global shall be committed to hosting a series of events where they shall provide support to those in setting up the Barbican App. The BEO were aware that some residents may find difficulties using modern technology and they shall assist where possible. However, these residents were identified to be in the minority and therefore it was recommended

that the project should be strongly considered. Members were satisfied with the proposal of a walkthrough involving a cross-section of Barbican residents prior to the app's official launch.

The Assistant Director advised the Committee that the Barbican App shall be able to create sub-group for those who could be contacted via email instead of app notifications. He highlighted that in its infancy, the app shall not be used to its fullest extent since focus should be maintained on the simplicity of the app in helping to manage functions such as s repair requests. However, eventually it was expected that the Barbican App could interact with service charge payments and be incorporated with other systems such as Civica.

A Member was concerned that the Barbican App could cause job losses within the BEO. The Assistant Director advised the Committee that there were no job losses were expected since the app was being introduced as method to support staff in delivering a better service to residents.

RESOLVED, that – Members of the Barbican Residential Committee approve the proposal listed in the report.

9. **BARBICAN LIFT CONSULTANCY**

The Committee received a report from the Executive Director, Community and Children's Services in respect of a proposal to engage with ILECS, an industry leading lift consultant, to provide improved value for money in both contract management and capital project management.

The Assistant Director advised the Committee of the benefits of engaging with ILECS and explained that ILECS would help to identify what components of lifts need repairing or ultimately which lifts were in need of a complete refurbishment. ILECS was identified as a potential project partner and although the costs for this were not listed within the report the Assistant Director agreed to return to the Committee on a per project basis to seek their approval.

A Member acknowledged that the performance of lifts situated in Shakespeare Tower had improved since parting with former lift consultancy company Butler and Young. He thanked officers for their work in relation to this report. The Member did, however, highlight the figure of 9% owed to ILECS for refurbishment or replacement of lifts above the cost of £125,000, and wondered why a flat rate hadn't been determined rather than a fixed percentage. The Assistant Director agreed that the figure of 9% was high and informed the Committee that once the asset overview had been completed that a commercial negotiation was expected to take place with ILECS if they were to become the Barbican's principal project partner.

RESOLVED, that – Members of the Barbican Residential Committee approve the proposal listed in the report.

10. **BARBICAN ESTATE OFFICE – CASH PAYMENTS**

The Committee received a report a report from the Executive Director, Community and Children’s services in respect of the Barbican Estate Office receiving some service charge/rent payments for the Barbican Estate and other HRA developments. The report sought to identify those risks and provides a recommendation on how to phase cash payments out.

The Assistant Director highlighted the potential risks of handling cash payments within the BEO and primarily the safeguarding issues from a staff perspective. The Committee was advised that payments via card or cheque would still be accepted, however cash payments would eventually be phased out and this shall be communicated to residents. The Deputy Chair queried the profile of those who decide to use cash payments and the Assistant Director agreed to update the Committee at a later date.

A Member highlighted the Barbican initiatives and changes, and its significance to other social housing estates within the remit of the City Corporation. She had hoped that these changes were being recorded and when appropriate if they could be extended to other social housing estates. The Executive Director noted the Members comments and advised the Committee that officers were mindful and were ready to explore such ideas further with other social housing estates when appropriate.

The Chair emphasised that the Barbican could be seen as an example to stimulate better provision in the wider context of all housing within the remit of the City Corporation. He suggested that the proposal of a Housing Committee which would enable Members to have better oversight on all housing matters.

RESOLVED, that – Members of the Barbican Residential Committee approve the proposal listed in the report.

11. **TEMPORARY WORKERS**

The Committee received a report from the Executive Director, Community and Children’s Services in respect of the Barbican Estate Office in respect of a temporary workers contract with Hays (“the Hays Agreement”) over a five-year period starting in 2017 without consulting affected long leaseholders under Section 20 of the Landlord and Tenant Act 1985. A briefing note was circulated to all Members ahead of this meeting which summarised the history, from the Barbican leaseholders’ perspective, of the failure by the City Corporation to undertake consultation in relation to temporary workers.

Having undergone the Tribunal Property Chamber process, the City Corporation had conceded on a dispensation having not consulted with Barbican leaseholders. However, the City Corporation defended recoverability in terms of the lease agreement.

A Member was keen to know what the next step in the tribunal process was and if a decision was. The Assistant Director advised the Committee that the City Corporation had intended to submit a dispensation application to the tribunal. The result of this dispensation application, if agreed upon by the Tribunal, will be the removal of the £100 cap.

The Assistant Director informed the Committee of the commitments made by the BEO when entering into the next temporary workers contract. The usage of temporary labour was expected to be minimised and the BEO shall maintain a responsibility, locally, to ensure that resources were being managed effectively and not at the financial detriment of leaseholders.

RESOLVED, that – the report and its contents be noted.

12. **ASBESTOS**

The Committee received a report from the Executive Director, Community and Children's Services in respect of identifying material risks (identifying which type of asbestos if any is in situ) in all areas within the common parts of the Barbican.

The Assistant Director advised the Committee that a further asbestos report shall be submitted to both the BRC and RCC at its next meeting. The report noted that £95,000 worth of asbestos removals had been identified and soon quotations for remaining work shall be finalised. Wanted to bring paper to this committee as soon as possible prior to its submission. 2,500 – 3,000 asbestos removals were expected to be required and this was budgeted at a cost of approximately £1.5 Million- £2 Million. Stage 1, section 20 notices had been issued due to the urgency of this work.

A Member asked if there was any risk of danger to residents or visitors to the Barbican Estate in relation to asbestos. The Assistant Director believed that there no imminent risk to either residents or visitors and any high-risk asbestos, to date, had been addressed and dealt with immediately. The Assistant Director also agreed to share a further communication regarding asbestos removal to reassure residents at the request of the Deputy Chair.

In relation to the costs detailed in the report, a Member wanted confirmation on which party shall be responsible for these costs. The Assistant Director confirmed that further detail on this shall be listed in the next asbestos report submitted to the Committee.

A Member highlighted the risk of asbestos once interfered with and advised officers to mindful of this when making decisions to remove asbestos situated on the Barbican Estate. The Assistant Director advised that out of the circa number of asbestos removals (2,000), 15 were classed as complete removals and that there was consideration for restriction requirements or encampments (enclosure) for remaining asbestos.

RESOLVED, that – the report and its contents be noted.

13. **PROGRESS OF SALES AND LETTINGS**

The Committee received a report from the Executive Director, Community and Children's Services in respect of sales and lettings agreed since the last meeting of the Committee.

A Member highlighted the "grace and favour flats" being used by the City Corporation and was seeking some more information concerning this. Assistant Director explained that further information regarding this shall be provided to Members at the next meeting.

In respect of the freeholds of 14 flats situated in Wallside, Barbican Estate the Assistant Director explained that as freeholders they had their own external work conducted at their own costs and were not part of the redecorations programme.

RESOLVED, that – the report and its contents be noted.

14. BARBICAN ARREARS

The Committee received a report from the Executive Director, Community and Children's Services advising members of the current arrears in respect of tenants and leaseholders on the Barbican Estate.

RESOLVED, that – the report and its contents be noted.

15. QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE

There were no questions.

16. ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT

The Chair asked for an update regarding Blake Tower and the Executive Director confirmed that Redrow PLC were undertaking survey work and that a report shall be submitted at the next Committee meeting.

17. 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.

18. NON-PUBLIC MINUTES

RESOLVED, that – the non-public minutes from the previous meeting held on 1 July be approved as an accurate record.

19. REPORT OF ACTION TAKEN BETWEEN MEETINGS

The Committee received a report from the Town Clerk advising Members of action taken by the Town Clerk outside of the Committee's meeting schedule, in

consultation with the Chairman and Deputy Chairman, in accordance with Standing Order Nos. 41(a) and (b).

RESOLVED, that – the report and its contents be noted.

20. BARBICAN RESIDENTIAL ARREARS APPENDIX

The Committee received a report of the Executive Director, Community and Children’s Services which provided members with further information with regards to the current arrears in respect of tenants and leaseholders on the Barbican Estate, and the action being taken with these arrears.

RESOLVED, that – the report and its contents be noted.

21. HOUSING REPAIRS AND MAINTENANCE CONTRACTS – PROCUREMENT REPORT

The Committee received a report from the Executive Director, Community and Children’s Services which provided a progress update for the procurement of the preferred suppliers for the City of London Corporation (COL) Repairs and Maintenance contracts which were due to expire on 31 March 2025.

RESOLVED, that – the report and its contents be noted.

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

There were two non-public questions.

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

There were no non-public urgent items of business.

The meeting ended at 15:31pm

Chairman

Contact Officer: Rhys Campbell
Rhys.Campbell@cityoflondon.gov.uk

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RCC/ BRC Action Tracker

Number	Title	Date Added	Committee	Action Owner	Due Date	Update For committee	Committee Comments (25 th Nov & 9 th Dec)
1	Podium Project	Mar-20	BRC/RCC	Michael Gwyther-Jones & Daniel Sanders	Q4 2027	Currently, the project is projecting a shortfall in funding which is being reviewed by the project team and alternative funding avenues to be explored when the finalised proposals are returned.	
2	Lambert Jones roof	Nov-22	BRC/RCC	Damon Ellis & Dan Sanders	Q3 2024	The PPM regime will attribute a reasonable service chargeable cost. leaseholders are reluctant to pay any additional charges relating to works borne out of poor or non-existent prior maintenance to date contributing towards additional works. BEO is meeting with leaseholders to discuss the maintenance requirements and impact of new lot 3 contractor award.	
3	2022-23 Revenue Outturn for Dwellings Service Charge Account	Sep-23	BRC/RCC	Nichola Lloyd and Dan Sanders	Dec 2024	Residents would like to see clear, concise service charge information in a clear and engaging format. Committee paper submitted to cover this action.	
4	Barbican Estate Window Repairs/ Replacement Report	Sep-23	BRC/RCC	Graham Sheret & Dan Sanders	TBD	Temporary repairs continue to be undertaken in the most urgent areas, these repairs are designed to last for roughly 18 months. Dan Sanders & Graham Sheret continue to lead on matters of PPM to ensure proper management of the assets moving forward and will do so with the support of the programme board. Committee paper submitted to cover this action.	
5	Barbican Estate Redecoration Programme 2020 -25	Sep-23	BRC/RCC	Dan Castle and Dan Sanders	Mar 2025	Assistant Director and Contracts Manager are working with House Chairs on blocks where there are issues with past redecs programmes and will see through to resolution. Project is on track to end in March 2025. AD working through blocks with snags and workmanship complaints.	

RCC/ BRC Action Tracker

Number	Title	Date Added	Committee	Action Owner	Due Date	Update For committee	Committee Comments (25 th Nov & 9 th Dec)
6	Barbican Estate Major Works Five-Year Asset Management Programme	Sep-23	BRC/RCC	Daniel Sanders	Aug 24	<p>The next meeting will have an agenda and start to delve into the details of current and upcoming projects.</p> <p>The board has ambition to bring a report to the next committee cycle on progress.</p>	<p>The next meeting will have an agenda and start to delve into the details of current and upcoming projects.</p> <p>The board has ambition to bring a report to the next committee cycle on progress.</p>
7	Barbican Estate Office Review	Sep-23	BRC/RCC	Dan Sanders	Nov 24	Verbal updates from Dan Sanders including proposal for wider reporting/communication from the transformation board to all leaseholders moving forward.	
8	Repairs and Maintenance Procurement Update	Sep-23	BRC/RCC	Michael Gwyther-Jones & Dan Sanders	Apr 25	<p>Lot 2 (general repairs & maintenance) has been awarded to Chigwell.</p> <p>Lot 3 (waterproofing) has been awarded to Elkins.</p> <p>Both awards are subject to formal committee approval and CoCC.</p>	
9	Antisocial Behaviour of the Barbican Estate	Sep-23	BRC/RCC	Dan Sanders	Aug 24	<p>First draft of the leaflet was shared with the subcommittee chair Barbican Estate security committee, and we have received comments back we are working through.</p> <p>Assistant Director is reviewing ASB and Estate security in detail with a view to bring a paper to committee in Q1 2025.</p>	
10	Brandon Mews Canopy	Sep-23	BRC/RCC	Dan Sanders	Sep 24	Dan Sanders met with chair for BM and is bringing in Avanti Architects to do an options appraisal.	
11	Blake Tower	Sep-23	BRC	Judith Finlay & Dan Sanders		Committee paper submitted to cover this action.	

RCC/ BRC Action Tracker

Number	Title	Date Added	Committee	Action Owner	Due Date	Update For committee	Committee Comments (25 th Nov & 9 th Dec)
12	Breach of Lease Protocol	Sep-23	BRC/RCC	Helen Davinson & Dan Sanders		Verbal update on progress. View to bring final paper in Jan/Feb committee.	
13	Hays Agreement	Sep-23	BRC/RCC	Dan Sanders	TBD	Verbal Update	
14	Barbican App	Nov 24	BRC/RCC	Dan sanders	Q1 25	<p>As a prerequisite of formal approval, the BEO undertook a pilot group for half a day in October and 13 residents + 1 members were invited to join in with varying levels of app literacy.</p> <p>The day was a success with lots of collaborative conversation between the app providers (spike) the BEO and users of all abilities.</p> <p>A survey was taken after the pilot where we had 100% response rate and 100% of attendees agreed they see the app as a tool that will improve resident communication with he BEO and vice versa.</p> <p>On this basis, we proceeded to sign contracts with Spike and app is due to launch in Q1 2025.</p>	
15	Lift Consultants	Nov 24	BRC/RCC	Dan sanders	Ongoing	Screen presentation from AD	
16	Barbican Salvage	Nov 24	BRC/RCC	Dan sanders	Q1 2025	<p>BEO want to provide more support to Barbican Salvage in terms of enforcing 3rd party contractors to provide parts when retrofits are happening in apartments.</p> <p>We cannot legally enforce this but we can make it a deterrent and difficult for approvals to be granted if it is not adhered to.</p> <p>Barbican Salvage is part of the Barbican listing requirements and is a very important voluntary function on the Estate.</p>	
17	Asbestos	Sep 24	BRC/RCC	Dan sanders	Q1 2025	Following on from the report issues in Sep 2025 the BEO are reviewing, under urgency, what works need to be done and the associated timeframes oof the same.	

RCC/ BRC Action Tracker

Number	Title	Date Added	Committee	Action Owner	Due Date	Update For committee	Committee Comments (25 th Nov & 9 th Dec)
						<p>We are also working with the fire door project team to ensure any potential economies and efficiencies through linking are explored.</p> <p>The high-risk works have been done and we are currently undertaking our asbestos risk assessments to ensure compliance with law.</p>	
18	Transformation Updates	Sep 24	RCC/BRC	Dan Sanders	Ongoing	<p>It was agreed at the last round of RCC/BRC the transformation project should bring a paper to every meeting and update on progress of the board.</p> <p>This committee cycle it has not been possible to get a paper out due to pressures of the s/c outturn and R&M update however, the members of the board have started the process and from 2025 will have a committee paper at every meeting to update on progress.</p>	

City of London Corporation Committee Report

Committee(s): Barbican Residential Committee – For Decision	Dated: 9 December 2024
Subject: Annual Review of the Terms of Reference of the Barbican Residential Committee	Public report: For Decision
This proposal: <ul style="list-style-type: none"> • provides statutory duties • provides business enabling functions 	N/A
Does this proposal require extra revenue and/or capital spending?	No
If so, how much?	N/A
What is the source of Funding?	N/A
Has this Funding Source been agreed with the Chamberlain’s Department?	N/A
Report of:	Town Clerk
Report author:	Rhys Campbell, Governance Officer

Summary

The Annual Review of the Committee’s Terms of Reference enables any proposed changes to be considered in time for the annual reappointment of Committees by the Court of Common Council. The Terms of Reference for the Barbican Residential Committee are attached at Appendix 1.

Recommendation(s)

Members are asked to:

- a) Agree that the terms of reference of the Barbican Residential Committee, subject to any comments, be approved for submission to the Court of Common Council in April, and that any further changes required in the lead up to the Court’s appointment of Committees be delegated to the Town Clerk in consultation with the Chairman and Deputy Chairman;

- b) Consider whether any change is required to the frequency of the Committee's meetings.

Main Report

Members of the Barbican Residential Committee (BRC) will be aware that a review of the governance arrangements of the House Groups, Barbican Association and Residents' Consultative Committee (RCC) is planned by the Barbican Estate Office for 2025. Given the intrinsic link between these groups, and particularly the RCC, with the BRC, this provides a timely opportunity to also consider improvements to the BRC's terms of reference to ensure that they are fully fit-for-purpose and mesh with the outcomes of that review. In particular, in discharging the City Corporation's obligations, the BRC may wish to give particular mind to how the City's responsibilities as freeholder and landlord should be expressed, to better reflect and direct the Committee's activity. It is intended therefore that this work will be undertaken in parallel to the aforementioned review of RCC and sub/related group governance, to provide for aligned outcomes.

Appendices

- Appendix 1 – Court Order 2023/24 – Barbican Residential Committee

Rhys Campbell

Governance Officer
Town Clerk's Department

E:Rhys.Campbell@cityoflondon.gov.uk]

<p>MAINELLI, Mayor</p>	<p>RESOLVED: That the Court of Common Council holden in the Guildhall of the City of London on Thursday 25th April 2024, doth hereby appoint the following Committee until the first meeting of the Court in April, 2025.</p>
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BARBICAN RESIDENTIAL COMMITTEE

1. **Constitution**

A Non-Ward Committee consisting of,

- 7 Members who are non-residents of the Barbican Estate elected by the Court of Common Council, at least one of whom shall have fewer than five years' service on the Court at the time of their appointment
- 2 Members nominated by each of the following Wards/Sides of Ward:-
 - Aldersgate
 - Cripplegate Within
 - Cripplegate Without
- the Chairman or Deputy Chairman of the Community & Children's Services Committee (ex-officio)

The Chairman and Deputy Chairman of the Committee shall be elected from the Members who are non-residents of the Barbican Estate.

2. **Quorum**

The quorum consists of any three Members who are non-residents of the Barbican Estate.

3. **Membership 2024/25**

Non-Residents:-

- 5 (4) Andrew Stratton McMurtrie, JP
- 3 (3) John William Fletcher, Deputy
- 7 (3) Mark Raymond Peter Henry Delano Wheatley
- 8 (2) Susan Pearson, Alderwoman
- 3 (2) Timothy McNally
- 3 (1) Anne Corbett, Deputy
- 3 (1) John Foley

Residents:-

Nominations by the Wards of Aldersgate and Cripplegate (Within and Without), each for the appointment of two Members:

Aldersgate

Steve Goodman, OBE
Helen Lesley Fentimen, OBE JP.

Cripplegate (Within and Without)

Frances Leach
Paul Singh
Ceri Wilkins
Dawn Frampton

together with two Members to be appointed this day, and the ex-officio Members referred to in paragraph 1 above.

4. **Terms of Reference**

To be responsible for:-

- (a) the oversight for the governance and scrutiny of the management of all completed residential premises and ancillary accommodation on the Barbican Estate, e.g. the commercial premises, launderette, car parks, baggage stores, etc. (and, in fulfilling those purposes, to have regard to any representations made to it by the Barbican Estate Residents' Consultation Committee);
- (b) the disposal of interests in the Barbican Estate pursuant to such policies as are from time to time laid down by the Court of Common Council.

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City of London Corporation Committee Report

Committee(s): RCC (Barbican Residential Consultation Committee) For Information BRC (Barbican Residential Committee) – For Decision	Dated: 25th November 2024 9th December 2024
Subject: Service Charge Outturn Report	Public report:
Does this proposal require extra revenue and/or capital spending?	No
If so, how much?	N/A
What is the source of Funding?	N/A
Has this Funding Source been agreed with the Chamberlain’s Department?	N/A
Report of:	Judith Finlay Executive Director - DCCS
Report author:	Daniel Sanders – Assistant Director – Barbican Estate

Summary

This report details the service charge outrun for 1st April 2023 – 31st March 2024 for the Barbican Estate. Members are asked to note the content of the report and overall position for the financial year.

We are also seeking approval for the format change of service charge literature for the year-end 31st March 2024.

Recommendation

Members are asked to:

- Note the report.
- Approve the proposed format

Main Report

Breakdown by block (Operational Budget)

<u>Block</u>	<u>Units</u>	<u>Billed Estimate</u>	<u>Actual Expenditure</u>	<u>Difference</u>
Shakespeare Tower	116	£ 1,390,783	£ 1,093,745	£ 297,038
Lauderdale Tower	117	£ 1,501,554	£ 1,200,898	£ 300,656
Cromwell Tower	112	£ 1,476,666	£ 1,119,005	£ 357,661
Defoe House	178	£ 1,220,931	£ 984,552	£ 236,379
Andrews House	193	£ 1,277,378	£ 1,029,813	£ 247,565
Speed House	114	£ 790,730	£ 598,366	£ 192,364
Thomas More House	166	£ 1,075,998	£ 946,099	£ 129,899
Seddon House	76	£ 501,729	£ 423,754	£ 77,975
Mountjoy House	64	£ 415,721	£ 329,761	£ 85,960
Gilbert House	88	£ 609,587	£ 462,686	£ 146,901
Ben Johnson House	204	£ 1,394,384	£ 1,290,020	£ 104,364
Bunyan Court	69	£ 470,577	£ 465,916	£ 4,661
Breton House	111	£ 478,528	£ 462,758	£ 15,500
John Trundle Court	133	£ 601,526	£ 612,468	-£ 10,942
Willoughby House	148	£ 946,138	£ 793,255	£ 152,883
Frobisher Crescent	69	£ 249,710	£ 268,791	-£ 19,261

Bryer Court	56	£ 249,280	£ 248,315	£ 1,165
Lambert Jones Mews	8	£ 78,935	£ 59,838	£ 19,097
Brandon Mews	26	£ 148,685	£ 131,674	£ 17,011
Wallside	16	£ 8,208	£ 7,036	£ 1,172
Postern	10	£ 82,657	£ 69,739	£ 12,918
Totals	2074	£ 14,969,705	£ 12,598,489	£ 2,371,216

Breakdown by heading (Operational Budget)

Heading	Billed Estimate	Actual Expenditure	Difference
Supervision & Management	£227,616	£241,945	-£14,329
Residential Staff	£1,153,769	£1,212,295	-£58,526
Cleaners	£1,219,817	£1,273,616	-£53,799
Estate Concierge	£1,552,730	£1,729,925	-£177,195
Cleaning Materials	£31,000	£26,086	£4,914
Window Cleaning	£209,581	£245,754	-£36,173
Garchey Maintenance	£344,360	£351,824	-£7,464
Furniture & Fittings	£26,001	£56,076	-£30,075
Lift Maintenance	£374,581	£396,338	-£21,757
Electricity	£1,138,591	£772,878	£365,713
Communal Heating	£5,680,005	£3,882,354	£1,797,651
Garden Maintenance	£230,150	£204,152	£25,998
General Repairs	£2,781,040	£2,205,868	£575,172
Total	£14,969,241	£12,599,111	£2,370,130

Key Variance Explanations

1. Estate Concierge - Variance 11% (£177,195)

- Through the year we had instances of sickness and absence which drove a requirement to use agency staff to ensure the standard of service was maintained.

2. Lift Maintenance – Variance 6% (£21,757)

- Explanation: Due to a higher than budgeted number of repairs to critical components to ensure safe operation of the lifts across the Estate.

3. Electricity – Variance -32% (-£365,713)

- Explanation: The City of London procures energy through a Power Purchase Agreement with a solar farm in Dorset. During this budget year it was able to sell excess energy back to the grid at a significantly higher rate than original purchase cost. This surplus has been redistributed across the City of London portfolio the same way energy costs are charged resulting in a significant underspend for the Barbican who are the single largest consumer of electricity for the city.

4. Communal Heating - Variance -32% (£1,797,651)

- Explanation: The City of London procures energy through a Power Purchase Agreement with a solar farm and during this budget year it was able to sell excess energy back to the grid at a significantly higher rate than original purchase cost. This surplus has been redistributed across the City of London portfolio the same way energy costs are charged resulting in a significant underspend for the Barbican who are the single largest consumer of electricity for the City.

Project Works

<u>Block</u>	<u>Units</u>	<u>Billed Estimate</u>	<u>Actual Expenditure</u>	<u>Difference</u>
Shakespeare Tower	116	£ 347,081	£ 178,817	£ 168,264
Lauderdale Tower	117	£ 247,081	£ 174,718	£ 72,363
Cromwell Tower	112	£ 84,959	£ 111,811	-£ 26,852
Defoe House	178	£ 18,695	£ 72,942	-£ 54,274
Andrews House	193	£ 23,065	£ 59,218	-£ 36,153
Speed House	114	£ 101,366	£ 111,919	-£ 10,553

Thomas More House	166	£ 146,017	£ 168,787	-£ 22,770
Seddon House	76	£ 58,387	£ 45,011	£ 13,376
Mountjoy House	64	£ 0	£ 10,807	-£ 10,807
Gilbert House	88	£ 44,225	£ 12,906	£ 31,319
Ben Johnson House	204	£ 67,100	£ 48,115	£ 18,985
Bunyan Court	69	£ 145,929	£ 37,203	£ 108,728
Breton House	111	£ 47,672	£ 53,389	-£ 5,717
John Trundle Court	133	£ 142,825	£ 82,910	£ 59,915
Willoughby House	148	£ 71,962	£ 73,404	-£ 1,442
Frobisher Crescent	69	£ 204,762	£ 92,583	£ 112,179
Bryer Court	56	£ 0	£ 6,287	-£ 6,287
Lambert Jones Mews	8	£ 0	£ 949	-£ 949
Brandon Mews	26	£ 0	£ 4,224	-£ 4,224
Wallside	16	£ 0	£ 316	-£ 316
Postern	10	£ 0	£ 4,372	-£ 4,372
Totals	2074	£ 1,751,126	£ 1,350,688	£ 400,438

Project Works

Each block is billed a varied estimate year-on-year dependant on what the proposed cyclical works are, appendix 1 shows how the BEO would like to distribute both the operational and project budget vs. Actual in a way that provides transparency, detailed variance explanations and is easy to navigate.

We have not broken down the project work line by line for this report as there are several variations per block however and some may be held over if not spent to ensure a project can be funded at a future date.

Summary

Although the operational credits of the PPA are a headline feature of this report, it is important to note that even without these credits, the BEO was on track to deliver an annual expenditure within budget.

Conclusion

Leaseholders and members are asked to note that although this operational underspend is welcome, we do still have heating liabilities to bill from 2022/2023 which leaseholders have been made aware of and are approximately £1 million which we will aim to bill in Q1 2025.

Appendices

- Appendix 1 – Willoughby House – 23/24 Accounts

Daniel Sanders
Assistant Director – Barbican Estate

Dan.sanders@cityoflondon.gov.uk

Barbican Estate – Service Charge Accounts

1st April 2023 - 31st March 2024



Authors:

Daniel Sanders – Assistant Director



Nichola Lloyd – Service Charge & Revenues Manager



Dear Leaseholder,

We are writing to provide you with the latest Service Charge Accounts for the Barbican Estate. Within this information pack you will receive the Barbican Estate Accounts and the granular breakdown for your individual block.

These accounts detail the costs incurred over the past budget year and how they relate to the services provided within your building and across the Barbican Estate. We have provided detail against any major variance trends across the Estate.

Service charges are a significant part of long leaseholders' financial commitment, and I am dedicated to ensuring that they are managed transparently, providing demonstrable value for money.

We have made a conscious effort to ensure our service charge accounts are easy to navigate and transparent in their breakdown of budgeted costs and incurred expenditure. If you have any questions or require clarifications on any part of your service charge accounts, please do not hesitate to reach out to the Barbican Estate Office.

Best regards,

**Daniel Sanders
Assistant Director**

**Nichola Lloyd
Service Charge & Revenues Manager**

Willoughby House – 23-24 Accounts

Heading	Billed Estimate	Actual Expenditure	Difference
Supervision & Management	£ 42,164	£ 40,237	£ 1,927
Residential Staff	£ 27,968	£ 25,282	£ 2,686
Cleaners	£ 104,865	£ 111,977	-£ 7,112
Car Park Attendants	£ 65,032	£ 74,583	-£ 9,551
House Officer	£ 12,634	£ 11,016	£ 1,618
General Repairs	£ 113,820	£ 109,955	£ 3,865
Window Cleaning	£ 10,515	£ 11,984	-£ 1,469
Garchey Maintenance	£ 23,957	£ 24,488	-£ 531
Technical Services	£ 15,476	£ 15,052	£ 424
Lift Maintenance	£ 20,470	£ 33,306	-£ 12,836
Electricity	£ 111,159	£ 61,084	£ 50,075
Communal Heating	£ 383,205	£ 261,098	£ 122,107
Garden Maintenance	£ 14,873	£ 13,193	£ 1,680
Totals	£ 946,138	£ 793,255	£ 152,883

Project Expenditure - 23/24

Heading	Billed Estimate	Actual Expenditure	Difference
Minor Works	£ 0	£ 1,381	- £ 1,381
Replacement Door/Window	£ 0	£ 9,200	- £ 9,200
Electrical Testing	£ 1,920	£ 0	£ 1,920
Internal Redecoration	£ 70,042	£ 62,824	£ 7,218
Totals	£ 71,962	£ 73,405	- £ 1,443

This means the total surplus for Willoughby House for the year-end 31st March 2024 is **£151,440**. Leaseholders will receive their proportion of this credit shortly and it will be returned via the same methodology service charge contributions are billed (via the apartment types which drive a corresponding percentage).

Key Variance Explanations

Cleaners

- **Variance: -£7,112 (Approx. 6.8% over budget)**
- **Explanation: Through the year we had instances of sickness and absence which drove a requirement to use agency staff to ensure the standard of cleaning was maintained.**

2. Car Park Attendants

- **Variance: -£9,551 (Approx. 14.7% over budget)**
- **Explanation: Through the year we had instances of sickness and absence which drove a requirement to use agency staff to ensure the standard of cleaning was maintained.**

3. Lift Maintenance

- **Variance: -£12,836 (Approx. 62.7% over budget)**
- **Explanation: This significant overrun is due to unbudgeted repairs of critical components to ensure safe operation of the lifts across Willoughby House.**

4. Electricity

- **Variance: £50,075 (Approx. 45% under budget)**
- **Explanation: The City of London procures energy through a Power Purchase Agreement with a solar and during this budget year it was able to sell excess energy back to the grid at a significantly higher rate than original purchase cost. This surplus has been redistributed across the City of London portfolio the same way energy costs are charged resulting in a significant underspend for the Barbican who are the single largest consumer of electricity for the city.**

5. Communal Heating

- **Variance: £122,107 (Approx. 31.9% under budget)**
- **Explanation: Explanation: The City of London procures energy through a Power Purchase Agreement with a solar farm and during this budget year it was able to sell excess energy back to the grid at a significantly higher rate than original purchase cost. This surplus has been redistributed across the City of London portfolio the same way energy costs are charged resulting in a significant underspend for the Barbican who are the single largest consumer of electricity for the City.**

Service Charge FAQ Sheet

As part of our commitment to transparency and clarity, we have put together this FAQ sheet to address frequent questions leaseholders may have about service charges. If you have any further queries after reviewing the information below, please do not hesitate to contact the Barbican Estate Office.

1. What are service charges, and why do I pay them?

Service charges are contributions made by leaseholders towards the costs of managing, maintaining, and servicing the communal areas and facilities of the estate. This includes services like cleaning, security, repairs, maintenance, and utilities, all of which ensure the estate remains safe, clean, and well-maintained.

2. How are my service charges calculated?

Service charges are calculated based on the estimated costs for each service provided to the estate, divided proportionally among leaseholders according to the terms of the lease. For the Barbican that is done by flat type and each flat type drives a proportionate percentage based on size (put simply the larger flats pay proportionately more than the smaller flats) Actual expenditures are then compared to these estimates at year-end to determine if there were any variances.

3. Why is there a difference between the estimated and actual service charges?

Estimates are prepared at the start of the year based on anticipated costs, past expenditure, and contract pricing. Variances occur when actual costs differ from estimates due to unforeseen repairs, utility usage, or rate changes. Significant variances are explained in the accounts to provide transparency on these differences.

4. What happens if there is a surplus or deficit?

If there is a surplus (where actual costs are less than estimated), this amount is credited to your account. If there is a deficit (where costs exceed estimates), the shortfall is recovered from leaseholders in the following billing period to cover the additional expenses.

5. What does the supervision and management fee cover?

This fee includes the costs of managing the estate, such as administrative staff, property management, resident support, and placing/overseeing contracts with external service providers. It also covers day-to-day operations and ensures the estate remains compliant with health and safety regulations.

6. Why am I being charged for repairs to communal areas I do not use?

Service charges cover the maintenance of all communal areas, as these contribute to the overall condition and safety of the estate. While you may not use every facility,

leaseholders collectively contribute to these areas to maintain the estate's value and appearance.

7. How do you ensure value for money for leaseholders?

The estate office closely monitors service providers and contractors to ensure competitive pricing and high standards. Contracts are reviewed regularly, and larger projects go through a tender process to secure the most cost-effective options. Performance reviews and resident feedback also contribute to quality control.

8. What are major works, and how are they funded?

Major works refer to substantial repairs or upgrades, such as structural repairs, roofing, or major installations. These costs are often planned and communicated to residents, with a portion of service charges allocated toward funding such projects. Major works usually require additional contributions from leaseholders at the Barbican as we are not able to collect a reserve fund due to the lease agreements.

9. Who do I contact if I have questions about my service charge account?

If you have specific questions about your service charge account, please contact the Barbican Estate Office. Our team will be happy to help clarify any queries you may have.

10. What is the Repairs Charging Policy?

The Repairs Charging Policy defines which types of repairs are charged to leaseholders and which fall under the freeholder's responsibility. For example, routine repairs in communal areas may be shared, while certain structural repairs may be covered by the freeholder. This policy helps ensure fair distribution of costs and is periodically reviewed.

11. How do I know the accounts are accurate?

Service charge accounts are prepared in line with statutory requirements and this year will be reviewed by independent auditors to ensure accuracy and compliance with best practices. We are committed to maintaining transparency in our accounting process, and detailed breakdowns are provided within your account summary.

Agenda Item 8

Committee(s)	Dated:
Barbican Residents Consultative Committee - For information Barbican Residential Committee – For information	25 November 2024 9 December 2024
Subject: Power Purchase Agreement (PPA)	
Which outcomes in the City Corporation’s Corporate Plan does this proposal aim to impact directly?	Providing Excellent Services and Leading Sustainable Environment
Does this proposal require extra revenue and/or capital spending?	N/A
If so, how much?	N/A
What is the source of Funding?	N/A
Has this Funding Source been agreed with the Chamberlain’s Department?	No
Report of: City Surveyor	
Report author: Emma Bushell & Dan Sanders	

Summary

The purpose of this report is to provide the Barbican Committees with a high-level overview of the City Corporation’s Power Purchase Agreement (PPA) and the benefit due to the Barbican Estate.

Recommendation

Members are asked to:

- Note the contents of this report

Main Report

Background

1. In 2020, the City Corporation signed a power purchase agreement (PPA) with Voltalia, an international Energy Producer and Service Provider. This agreement meant the City Corporation would purchase the electricity generated from a 95,000-panel solar farm in Dorset for 15 years.
2. The agreement was the first of its kind in the UK to be directly signed between a renewable energy generator and a governing authority. It promised to provide the City Corporation with verifiable renewable electricity and save millions of pounds in energy costs.
3. The agreement officially came into effect in January 2023 and to date, the PPA has generated just over 98 million kWh of electricity and saved the City Corporation £12.2 million in energy costs. This PPA-generated electricity accounts for 70% of the total electricity consumed across the corporate estate.
4. These savings are generated because the agreed price we pay for PPA-generated electricity (£ per MWh) is lower than the price on the wholesale market. These savings are then distributed to the City Corporations sites as a credit based on their monthly consumption.

Impact on the Barbican Estate

5. To date the Barbican Estate has received £1.7 million in PPA credits. Table 1 overleaf, shows how this is split between each of the Barbican Estate sites.

Site Name	Total
BEO Andrews House	£139,597.15
BEO Barbican Estate - Frobisher	£5,585.66
BEO Ben Johnson	£161,528.11
BEO Brandon Mews	£14,298.32
BEO Breton House	£60,060.69
BEO Bryer Court	£38,315.22
BEO Bunyan Court	£46,456.01
BEO Cromwell Tower	£154,904.37
BEO Defoe House	£138,245.95
BEO Gilbert House Switchroom	£79,747.12
BEO John Trundle Court	£78,541.27
BEO Lauderdale Place (Barbican Estate Office)	£6,107.99
BEO Lauderdale Tower	£155,545.96
BEO Mountjoy House	£43,336.52
BEO North & South Comm Switchrooms	£1,346.87
BEO North & South Garchey	£12,139.47
BEO North and South Comm Switchrooms	£1,352.88
BEO North and South Garchey	£8,106.46
BEO Seddon House	£58,367.24
BEO Shakespeare Tower	£148,793.53
BEO Speed House	£50,837.38
BEO Thomas More	£132,416.05
BEO Wallside & Postern	£20,615.82
BEO Wallside and Postern	£8,550.86
BEO Willoughby	£171,739.20
Grand Total	£1,736,536.10

Corporate and Strategic Implications

Strategic implications

6. This report contributes to the outcome “Providing Excellent Services” in the Corporate Plan.

Financial implications

7. Potential service charge implications as per report.

Legal implications

8. There are no legal implications.

Report Author

Emma Bushell

Energy and Carbon Manager, City Surveyor's Department
E: emma.bushell@cityoflondon.gov.uk

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Committee(s)	Dated:
Barbican Residents Consultative Committee -For Information Barbican Residential Committee – For decision	25/11/2024 9/12/2024
Subject: Proposed Heating Study	
Which outcomes in the City Corporation’s Corporate Plan does this proposal aim to impact directly?	Providing Excellent Services and Leading Sustainable Environment
Does this proposal require extra revenue and/or capital spending?	Yes
If so, how much?	£234,900
What is the source of Funding?	CAS & Service Charge
Has this Funding Source been agreed with the Chamberlain’s Department?	No
Report of: City Surveyor	
Report authors: Emma Bushell & Dan Sanders	

Summary

The purpose of this report is to provide a high-level overview of a proposed study to deliver a set of bespoke data backed solutions that will address ongoing and longstanding issues and concerns with the performance and cost of the existing communal electric underfloor heating system.

Recommendation

The Barbican Residents Consultative Committee is asked to:

- Approve the cost commitment

Main Report

Background

1. There have been longstanding issues and concerns with the performance and more recently the cost of the communal electric underfloor heating system that provides background heating to most of the residential properties on the Barbican Estate.
2. The heating system is switched on between October and April, during the set hours of 3.00 – 7.30am with a boost at 1.30pm – 4.30pm and 9pm – 1.30am. During the set hours, the heating system will automatically switch on when the external temperature, as registered by a single thermostat, is below 15°C and during the boost hours is below 11°C.
3. There are significant variations in thermal envelope and fabric efficiency across the estate. The resulting variations in heating requirements lead to issues being reported by residents that include overheating in some flats, lack of individual control and high costs.

Progress to Date

4. Following the closure of the Cyclo heating control system in 2004 a resident Underfloor Heating Working Party was charged with designing and implementing a new future-proofed control system that was integrated into the BEO’s Building Information Management System. This resulted in the Schneider control system which is now in place.

5. Since then, the Working Party have developed a range of initiatives aimed at improving residents' comfort and understanding of the system. It has been successful in implementing some "soft changes" like the seasonal load change initiatives. These required no physical intervention and occupied little officer time.
6. In 2022 Love Design Studio were appointed to undertake an 'Interventions Financial Feasibility Study'. Love Design Studio used Dynamic Simulation Modelling to evaluate a set of interventions suggested by the Underfloor Heating Working Party. These measures included external thermal insulation to roofs and soffits, ventilation improvements and upgrades to the heating controls.

Current Situation

7. A number of these measures were further investigated by the City Surveyor's Energy Team but unfortunately found to be unsuitable at this stage due to a lack of building regulation compliant materials. A subsequent study by Ramboll found the recommended upgrade to individual heating controls to be financially prohibitive.

Proposed Study Approach

8. The intention is to appoint an independent, specialist consultant to gather in-use data to generate calibrated energy models which can then be utilised to evaluate several potential strategies. Ambue Ltd, founded by Hamish McMichael, a Conservation Architect and Retrofit Coordinator, offer a unique set of services that are needed to undertake such a bespoke study. Their proposal will take a data driven approach to tackle the technical challenges of retrofitting existing housing properties. See Appendix for more detailed information on the proposal.

Measurement.

9. The proposal is to install data sensors in each room of sample dwellings to collect data on existing performance (temperature (air and surface), CO₂, occupancy and relative humidity) and couple this with data from loggers installed on the incoming electrical supply to each dwelling to measure electricity usage of the heating system.
10. Geometry surveys will be undertaken using Lidar scans internally and externally with the drone. Fabric performance will be assessed through U-value surveys to calculate heat loss and air tightness tests.

Modelling

11. A Building Information Model (BIM) and building physics models will be generated to calculate the fabric performance, identify thermal bridges and condensation risk.
12. The measurement data will then be used to calibrate the modelling for the baseline condition, and then the implications of various potential upgrades.

Drone Surveys

13. Drone surveys will be used to undertake external Thermal Imaging with an Infra-Red camera. This survey (flown at night when heating is on and no solar warming on the surfaces) will help identify the areas of heat loss through the façade, around windows, openings, services. It will also identify the relative rate of heat loss transmission between different areas of the thermal bridges, with the exposed concrete structure. This information can be used to help target upgrade interventions.

Outcome

14. By using actual measured data derived from sensors, data loggers, geometry surveys and drone surveys the study will evaluate a series of interventions to include alterations to the existing system, a range of supplementary heating solutions, ventilation and fabric upgrades.
15. The goal of the study is to recommend a bespoke mix of solutions for a given archetype that will deliver quantified energy cost reductions and improved comfort as compared to the current situation.

Corporate and Strategic Implications

Strategic implications

16. This report contributes to the outcomes “Providing Excellent Services” and “Leading Sustainable Environment” in the Corporate Plan.

Financial implications

17. The total cost of the study is £234,900 which is broken down into £64,050 for the sensor monitoring, £69,300 for the geometry surveys and modelling, £56,550 for the drone surveys and £45,000 for the analysis and report.
18. A contribution of £100,000 from Climate Action Strategy funding has been secured.
19. Remaining £134,900 to be met through the service charge.

Legal implications

20. There are no legal implications.

Conclusion

21. This paper recommends the Committee approve the commissioning of a study to deliver data driven solutions to the longstanding issues associated with the communal electric underfloor heating system at the Barbican Estate.

Appendices

Appendix 1 – Ambue Proposal – Barbican Feasibility Study V2.pdf

Report Authors

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Energy and Carbon Manager, City Surveyor’s Department

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Dan Sanders

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Barbican Feasibility Study

Hamish McMichael RIBA

2024-11-05 – V2

Barbican: Feasibility Study for Empirical Building Performance Modelling.

The Brief:

Ambue were approached by Emma Bushell, Energy and Carbon Manager at City of London Corporation, to discuss the challenge of developing a strategy to improve the comfort and building performance of the residential dwellings on the Barbican Estate.

About Ambue:

Ambue was founded by Hamish McMichael, an Architect, Conservation Architect and Retrofit Coordinator, to focus on the design and technical challenges of Retrofitting existing housing properties. The company employs a wide range of specialist designers, engineers, surveyors, software engineers and more recently Building Regulations Principal Designers, to support its work on High Risk Buildings.

Ambue have engaged with Atamate to support this project. Atamate is a technology company who are developing hardware and software to monitor and control building systems in existing buildings. Atamate's core team are Building Services Engineers who provide technical support in the design, implementation and configuration of their building monitoring and control systems.

Summary of the challenge:

Further to initial conversations and a high level review of available documentation, our summary of the issues to be addressed are as follows:

Comfort:

We have been advised that comfort levels are a frequent concern of residents. We understand that the original design philosophy was for the Landlord to provide an ambient background level of space heating, and for residents to supplement this with individual space heating systems (i.e. plug in electric heaters) to boost the temperature to a level that suits their preference.

A consequence of the system set up, is there is a one size fits all approach, with dwellings either feeling too cold or overheating, with few means to customise this to suit the individual resident's preferences.

Control:

We have been advised that all of the residential buildings in the Barbican Estate are controlled as a whole, by a programme that switches all underfloor heating either on or off, following a set programme. This is a graph which plots external temperature (based on a single thermometer) against time of day, and when the temperature falls below the trigger temperature at that point in time, everything is turned on.

There is no control depending on building type, dwelling location (such as being sheltered or highly exposed), dwelling size, aspect and orientation etc.

There is also no override control for the residents, such as the ability to pre-programme the heating to suit their preferences for a background temperature, occupancy, time of day or different rooms or zones within the dwelling, apart from reducing the total load in the flat, or by entirely eliminating the heating in a room. Both of these interventions can only be carried out for a whole heating season, not on a day by day basis.

This gives very little agency and control to the occupants, and we have heard anecdotally of residents resorting to removing fuses to stop the heating and opening windows to cool the building down.

The data we have reviewed to date is anecdotal rather than measured evidence based.

Efficiency:

The implication of this lack of control is that it is extremely wasteful in costs and emissions.

The costs of the energy are charged back to the residents on a pro-rata basis, providing no agency based on actual desired consumption, and inadvertently discouraging good energy management principles.

The current energy consumption of the Barbican estate comprises a significant part of the City of London Corporation's Scope 2 CO2 emissions (based on current energy grid emissions data).

Building Fabric:

Due to the nature of the materials and details of the construction, there is a high thermal mass to the dwellings which influences the demand response, particularly with the electric heating elements being embedded in the screed.

How long does it actually take for the internal temperatures to respond to the external trigger temperature and reach a perceptibly comfortable level? We have heard anecdotally that the demand response time can be from 1 to 2 hours?

What is the implication of different floor coverings and finishes?

Once external temperature has reached an acceptable level and the heating is switched off, how long does the fabric continue to radiate heat?

If a resident opens a door or window letting in fresh air and releasing heat, how responsive is the heating to stabilise the temperature?

The above factors will need to be understood, before modelling any proposals for fabric upgrades to the building.

Heritage

The Grade II Listed brutalist buildings designed by Chamberlain Powell and Bonn, are iconic and have great heritage significance. To establish the context and demonstrate a rigorous methodology, a Statement of Significance will need to be prepared before any Listed Building consultations for alterations are begun, (however there is already extensive documentation regarding the importance of these buildings, so there is ample source data).

During their development, any proposals will need to be considered with regards to the impact each intervention could have on the significance, to inform the development of a Heritage Impact Assessment.

If such proposals are based on detailed, methodical and empirical data collection, it is easier to justifiably demonstrate the need for an intervention and to form the basis for dialogue with the local Conservation Officers. Due to the significance of the estate, early dialogue with both the 20th Century Society and English Heritage would be advised, although this is currently out with the scope of this study.

User engagement:

It is critical to the development of successful strategies for the improvement of the performance of these buildings, that the impact on the occupants is fully understood. It would therefore be prudent to align the measurement and data collection, with user briefing, so that the data can be interpreted alongside individual human responses, including insights into occupancy, comfort levels and any user actions (such as turning on supplementary heating or opening windows).

To fully understand the buildings, we also need to understand the perception of their performance from the occupants.

This data can then be used to inform suggested interventions, including with regards to the landlords obligations contained within the lease agreements.

Studies undertaken to date:

We have received copies of various studies which have previously been undertaken into the buildings of the Barbican Estate.

These studies are helpful to look at the wider technical context and there has in the past also been some useful energy modelling, to provide a theoretical baseline of how the dwellings should perform.

These previous energy models of specific dwellings create a theoretical appraisal of the building, however the data inputs (such as the U-value performance of the concrete walls and floors) will be based on assumptions.

All modelling is hypothetical, therefore our recommendation is that to develop a better understanding of the buildings challenges (including the implications of any proposed alterations), it is essential to base the modelling on actual measured data.

This empirical data can then be used to calibrate detailed energy models, to provide a more accurate model of the actual building performance.

Proposal:

The proposed study, would be to measure actual data, to then build detailed calibrated energy models of sample dwellings, to assess measured performance (energy demand, operational cost, carbon emissions and comfort). These can then be extrapolated to provide analysis at a building level, enable us to consider the following strategies:

- a) Modifications to the baseline operation of the building. What would happen if the existing operational controls are adjusted, for example changing the trigger temperatures, or the daily time profile (periods when the heating is switched on)? What changes could this have on the performance and actual comfort in the measured sample dwellings?
- b) What would the implications be, if the controls were adjusted and calibrated on a building or zone basis? What are the implications for different dwelling archetypes, based on size, location, orientation, aspect and exposure?
- c) What would the implications be, if the heating could be controlled on an individual dwelling basis. This could be full control of the background heating, or adjustments to lower the background heating to an acceptable level and the reintroduction of localised space heating as part of the solution.
- d) What are the options for other upgrades, for example to ventilation, domestic hot water provision and user controlled local space heating? What would the implications be for other localised fabric interventions (subject to heritage approval), such as window upgrades, soffit or roof insulation, internal wall insulation etc.
- e) What would the implications be if fabric improvements are targeted to the worst performing dwellings (energy efficiency and comfort), so that the performance gap between the best and least efficient dwellings is reduced. This could then

result in overall adjustments to the background heating provision being made, with fewer concerns from the occupants of the worst performing dwellings.

The Scope of the Study:

Our proposal is to measure the buildings performance over the next heating season (to include a shoulder month when the heating is switched off) and then use this data to undertake detailed actual modelling of the building.

1) Measurement:

- Install Atamate data sensors in each room of sample dwellings- collect data on existing performance (temperature (air and surface), CO₂, occupancy, relative humidity).
- Install Data loggers on the incoming electrical supply to each dwelling.
- Survey Geometry (Lidar – internal with Matterport Camera, external with Drone), U-value surveys (Heat Flux), Cold Bridges (Thermographic imagery by Drone), Air Tightness tests (Fan Door Blower/ Pulse Air Test)

2) Modelling:

- Building Information Model (BIM) and building physics models to calculate the fabric performance (Heat Transfer Coefficient).
- Thermal Bridges (Psi values)
- Thermal mass: Overheating : Solar Gain
- Condensation Risk / Hygrothermal Modelling (WUFI: Warme Und Feuchte Instationar).
 - i. Orientation
 - ii. Exposure (height above ground)

Use the measurement data to calibrate the modelling for the baseline condition, and then the implications of various upgrades.

Drone surveys:

We have approached Vantage UAV Ltd to provide a quote for undertaking drone surveys to support the analysis. The drone surveys will primarily enable us to undertake external Thermal Imaging with an Infra-Red camera. This survey (flown at night when heating is on and no solar warming on the surfaces) will help identify the areas of heat loss through the façade, around windows, openings, services. It will also identify the relative rate of heat loss transmission between different areas of the thermal bridges, with the exposed concrete structure. This information can be used to help target upgrade interventions.

The drone survey can also show areas of saturated material which can help identify building defects. To enable thorough analysis, the drone survey also needs to capture a daytime comparison flight, with normal photographic imagery. The combination of the

Thermal and photographic image files, can also provide very useful data for stock condition inspections.

The survey company have also quoted for undertaking a 3D LiDAR (Light Dimension and Ranging) laser survey of the building, which can be used to create more accurate 3D models and record data. This is particularly useful if the available record data is not in a digital format, as it can be used to create a more accurate 3D model of the as built condition, including any post completion alterations.

Initial options to consider for upgrades:

Systems and Services:

- Heating controls Improve the existing services control and performance
 - Atamate propose systems controls (both individual dwelling and “landlord” background data.
 - Individual metering and consumption
 - Individual controls
 - Dynamic controls (time of use)
 - Systems integration (with ventilation, domestic hot water)
 - Integration with smart technology- Occupancy sensors – access/ concierge/ remote apps
 - Controls for use, time patterns, weekly occupancy: Machine Learning to learn and adapt to occupant use.
- Supplementary space heating
 - E.g. Air to Air Heat Pumps (A2AHP) – Direct electric – Infra Red Heating
- Ventilation upgrades (coordinated with Building Regulation Principal Designer services and fire-stopping requirements)
- Domestic Hot water

Fabric: Impact on fabric/ thermal mass calculations.

- Window upgrades (U-values, G-values – overshadowing – air tightness – purge ventilation) (Also – safety, security, fire evac)
- Doors. U-value, security, fire compartmentation.
- Roofs, Soffits. Ceilings (to cold bridge areas?)
- Walls: Shared spaces – external walls – cold bridges (e.g. to balconies).
 - Internal Wall Insulation solutions – to shared walls, external walls, party wall returns.
 - Materials, finishes, fixing.
 - Insulation specifications, thickness, performance, fixings, maintenance.

Heritage Impact Assessment of interventions

Methodology:

- Identify Pilot dwellings: undertake sample surveys/ Measure data over heating season.
- Model the archetypes within it – to undertake technical analysis.
- Develop options for upgrades.
- Analyse impact on building performance and heritage impact assessment of each option.
- Consultation with leaseholders.
- Initial consultation with Conservation Officers and Heritage Stakeholders (Historic England, 20th Century Society) – who will want full technical analysis and risk assessment, details and specifications, to understand impact.

Future works (outside scope of the study).

- Select potential pilot dwellings- apply for Planning Permission/ Listed Building consent. Apply for Grants?
- Deliver pilot properties.
- Negotiate with Conservation Officers, to establish a planning performance agreement, for a pre-approved package of “solutions” to each archetype.
- Expand the study and appraisal for each other building/ block.

Selecting a representative sample:

The proposal is to undertake the study on buildings which can provide a good representation of a significant proportion of the estate, and to select a number of dwellings to measure and model within those blocks, to enable us to understand the different physical characteristics (dwelling size, aspect and form factor) to provide data for comparative analysis.

It is therefore proposed to analyse the following sample archetype dwellings in these representative buildings:

Defoe House: (8 sample dwellings)

- First Floor End Block
- First Floor Mid Block
- Mid Floor End Block
- Mid Floor Mid Block
- Top Floor End Block
- Top Floor Mid Block
- Sub-podium – End Block
- Sub-podium – Mid Block

Shakespeare Tower: (6 sample dwellings)

- Higher Floor – Any orientation
- Mid Floor – Orientation A
- Mid Floor – Orientation B
- Mid Floor – Orientation C
- First Floor – Any Orientation
- Penthouse - Any Orientation

Seddon House: (7 sample dwellings)

- Lower Floor (exposed soffit)- End
- Lower Floor (exposed soffit)- Mid
- Middle Floor - Mid – East Orientation
- Middle Floor – Mid- West Orientation
- Middle Floor – End- any Orientation
- Top Floor – Mid
- Top Floor – End

Workflow methodology and outline programme:

- It is proposed that the Data loggers are installed in December 2024, and data is collected through to April/ early May 2025.
- Geometric surveys and modelling – January – March 2025.
- Data analysis and report generation April – June 2025.
- Presentations, Stakeholder Engagement and Final Report – June/ July 2025.

Pricing Options:

The table below summarises the unit costs per building study, based on the number of archetypes to survey and model. We have scheduled the costs of the Drone surveys as an option, if the budget allows.

	Daily rate £600	Unit cost	Defoe House 8 sample dwellings	Shakespeare Tower 6 sample dwellings	Seddon House 7 sample dwellings	
	Days					
Measurement						
Atamate Data Collection (inc site visits)		£2,500	£20,000	£15,000	£17,500	
Air pressure test (fan door blower)		£250	£2,000	£1,500	£1,750	
Heat flux measurements (U-value)		£300	£2,400	£1,800	£2,100	
Sub total		£3,050	£24,400	£18,300	£21,350	
Modelling						
EPC/EPR		£120	£960	£720	£840	
Ambue Retrofit Assessment		£180	£1,440	£1,080	£1,260	
Internal Lidar Scan (Matterport)		£150	£1,200	£900	£1,050	
3D BIM model	0.5	£300	£2,400	£1,800	£2,100	
Retrofit Coordination: Strategy options	0.5	£300	£2,400	£1,800	£2,100	
Desing/ spec options	0.75	£450	£3,600	£2,700	£3,150	
WUFI / IES modelling	3	£1,800	£14,400	£10,800	£12,600	
Sub total		£3,300	£26,400	£19,800	£23,100	
Drone Surveys -by building						
RGB Drone Condition Survey			£3,000	£3,000	£3,000	
Drone Thermal Imaging			£7,000	£7,000	£7,000	
Drone 3D point Cloud Scan			£8,850	£8,850	£8,850	
Sub total			£18,850	£18,850	£18,850	
Analysis and Report/ Presentation						
Coordination and Resident Engagement	1	£600	£4,800	£3,600	£4,200	
Extrapolate for whole building 3D model	2		£1,200	£1,200	£1,200	
Analysis of measurement data	4		£2,400	£2,400	£2,400	
Re-calibrate model with measured data	3		£1,800	£1,800	£1,800	
Prepare written report and conclusions	5		£3,000	£3,000	£3,000	
Draft Statement of Significance and Heritage Impact Assessment	2		£1,200	£1,200	£1,200	
Stakeholder/ Community Engagement/ presentation	2		£1,200	£1,200	£1,200	
Sub total			£15,600	£14,400	£15,000	
Total			£85,250	£71,350	£78,300	£234,900
All figures exclude VAT						
<i>Total without drone surveys</i>			£66,400	£52,500	£59,450	£178,350

Added Value:

The survey data (including the Drone Surveys) can provide valuable insights into the stock condition and inform wider strategies for repairs and planned maintenance works.

The 3D Digital models will provide a valuable resource, which can be developed into a “Golden Thread” of data for the existing buildings. This is an important requirement for duty holders to provide for High Risk Buildings, under the Building Safety Act.

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City of London Corporation Committee Report

Committee(s): RCC (Barbican Residential Consultation Committee) For Information BRC (Barbican Residential Committee) – For Decision	Dated: 25th November 2024 9th December 2024
Subject: Barbican Windows	Public report:
Does this proposal require extra revenue and/or capital spending?	No
If so, how much?	N/A
What is the source of Funding?	N/A
Has this Funding Source been agreed with the Chamberlain’s Department?	N/A
Report of:	Judith Finlay Executive Director - DCCS
Report author:	Graham Sheret & Dan Sanders

Recommendations

1. Next steps and Requested decisions	<p>Approval track: 2. Regular</p> <p>Next Gateway: Gateway 3/4 - Options Appraisal (Regular)</p> <p>Next Steps:</p> <ol style="list-style-type: none"> 1. Commission and complete Condition Surveys to inform the specifications for the works and to refine the cost forecasts. 2. Draft Gateway 3/4 Options Appraisal Report <p>Requested Decisions:</p> <ol style="list-style-type: none"> 1. That the project is approved to progress to Gateway 3/4 (Options Appraisal) via the regular approval track. 2. That a budget of £81,000 is approved to reach the next Gateway.
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	3. To note the total estimated cost of the project of up to £1,500,000			
2. Resource requirements to reach next Gateway	Resources to reach the next Gateway are as follows:			
	Item	Reason	Funds / Source of Funding	Cost
	Consultancy Fees	Conduct condition surveys and write repairs specifications for known window defects and all windows on top floor properties of Ben Jonson House, Bunyan Court and John Trundle Court	Long Lessee contributions/ Barbican Res. Local Risk budget *	£51,000
	Staff Costs	Project Management	Long Lessee contributions/ Barbican Res. Local Risk budget *	£30,000
	Total			£81,000
	*Funding Breakdown	Long Lessee contributions (95%) Barbican Res. Local Risk Budgets		£76,950 £4,050
				£81,000

<p>3. Governance arrangements</p>	<ul style="list-style-type: none"> • Service Committee: Barbican Residential Committee • Senior Responsible Officer: Dan Sanders, Assistant Director of Barbican Residential Estate • The project will be monitored by the Housing Programme Board.
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Project Summary

<p>4. Context</p>	<p>The City has a duty to keep the exterior of the residential blocks of the Barbican Estate in good repair. This project will address the known dilapidated condition of windows.</p> <p>The repairs and / or replacements will be undertaken in line with the Barbican Estate Listed Building Management Guidelines.</p>
<p>5. Brief description of project</p>	<p>The works will be specified by a firm of chartered architects or building surveyors following in-depth surveys and in line with the Barbican Estate Listed Building Management Guidelines. These guidelines have a presumption of repairs rather than replacement.</p> <p>Repairs will carry a 10-year insurance backed guarantee.</p> <p>The works undertaken will include any internal making-good where properties have suffered water ingress.</p> <p>Contractors invited to tender will have experience of working on listed residential properties to maximise the quality of the work and minimise disruption to residents.</p> <p>Approvals permitting it is intended to have tendered the works contract and gained approvals to appoint the contractor by January 2025 to allow works to commence in April 2025.</p>
<p>6. Consequences if project not approved</p>	<p>The City will fail to maintain its residential assets.</p> <p>Deterioration of a Listed Building with associated reputational damage. This will also lead to higher costs as the number and size of repairs will increase.</p> <p>Complaints from residents regarding the City's failure to comply with legal responsibilities and to maintain the Estate to the high standard expected.</p> <p>Higher costs (procurement costs, management costs and priced works) owing to the works being carried out as smaller stand-</p>

	alone projects by potentially multiple contractors on an annual basis.
7. SMART Project Objectives	<p>The Barbican Estate maintained to the high standards required. Currently it is known that repairs will be required on a minimum of 76 properties, actual number to be confirmed once surveys are completed.</p> <p>Resident satisfaction improved with the number of resident complaints reducing.</p>
8. Key Benefits	<p>Ensure resident satisfaction and safeguard the City's reputation by maintaining the Barbican Estate to the high standards required.</p> <p>Maintenance of property values.</p> <p>Reduction in call-out repair costs and subsequently management costs.</p> <p>Lower costs per repair due to the economies of scale realised.</p>
9. Project category	7b. Major renewals, typically of a one-off nature (supplementary revenue)
10. Project priority	A. Essential
11. Notable exclusions	None

Options Appraisal

12. Overview of options	<ol style="list-style-type: none"> 1. Procure a chartered architect or building surveyor to survey known defective windows and all windows on the top floor of Ben Jonson House, Bunyan Court and John Trundle Court, specify repair works to be undertaken and monitor the repairs. 2. Undertake repairs on an ad-hoc basis, repairs generally specified by contractors undertaking the work. 3. Do nothing. Leading to further deterioration of the windows and increased amounts of internal making good due to water ingress.
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Project Planning

<p>13. Delivery Period and Key dates</p>	<p>Overall project: Currently known works to complete by end of July 2025</p> <p>Key dates:</p> <p>Gateway 2 – July 2024</p> <p>Gateway 3/4 – September 2024</p> <p>Gateway 5 – December 2024</p> <p>Contractor Appointed – Early 2025</p> <p>Works Commence – April 2025</p> <p>Contract Ends – July 2025</p> <p>Other works dates to coordinate: There will need to be a degree of programme fluidity as it is likely that more repairs will come to light before or during the survey work and the methodology to undertake the repairs may lead to more time being required.</p>
<p>14. Risk implications</p>	<p>Overall project risk: Medium</p> <p>The main risks are as follows:</p> <ul style="list-style-type: none"> • Contractor does not have resources to undertake all the repairs within the desired timescales. • Cost of the project higher than expected • Contractor’s work not to required standard <p>A risk register is included with this report. This will be updated as the project progresses..</p>
<p>15. Stakeholders and consultees</p>	<ol style="list-style-type: none"> 1. Ward Members 2. Chamberlains (Finance & Procurement) 3. Barbican Estate Management 4. Comptrollers & City Solicitors 5. Residents (via S20 consultations and engagement with House Groups)

	An Equality Impact Assessment will not be undertaken for the project. The proposed project will have no adverse impacts on those with protected characteristics.
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Resource Implications

16. Total estimated cost	Likely cost range: £580,000 - £1,500,000	
17. Funding strategy	Choose 1: All funding fully guaranteed	Choose 1: Internal - Funded wholly by City's own resource
	Funds/Sources of Funding	Cost
	Long Lessee contributions (95%)	£551,000 - £1,425,000
	Barbican Res. Local Risk Budgets	£29,000 - £75,000
	Total	£580,000 - £1,500,000
	The majority of the cost (circa 95%) is recoverable by way of service charges from long leaseholders, with the balance met from Barbican Residential Committee local risk budgets.	
18. Investment appraisal	N/A	
19. Procurement strategy/Route to Market	At this early stage, the anticipated procurement strategy is an open market tender tailored to attract contractors that regularly undertake window repairs in listed buildings and residential properties.	
20. Legal implications	Advice has been taken in relation to section 20 of the Landlord and Tenant Act 1985 and the requirements for the consultation of affected long leaseholders. Leaseholders will be consulted on the works in accordance with the Act	
21. Corporate property implications	None	

22. Traffic implications	None
23. Sustainability and energy implications	None as the repairs will be on a like for like basis.
24. IS implications	None
25. Equality Impact Assessment	<ul style="list-style-type: none"> • An equality impact assessment will not be undertaken
26. Data Protection Impact Assessment	<ul style="list-style-type: none"> • The risk to personal data is less than high or non-applicable and a data protection impact assessment will not be undertaken

Appendices

Appendix 1	Project Briefing (Gateway 1)
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Contact

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Telephone Number	07505 261441

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Project Briefing

Project identifier			
[1a] Unique Project Identifier	TBC	[1b] Departmental Reference Number	TBC
[2] Core Project Name	Barbican Estate Window Repairs Programme		
[3] Programme Affiliation (if applicable)	N/A		

Ownership	
[4] Chief Officer has signed off on this document	Dan Sanders
[5] Senior Responsible Officer	David Downing
[6] Project Manager	Graham Sheret

Description and purpose					
[7] Project Mission statement / Elevator pitch					
This project will address window repairs and associated internal making good where water penetration has occurred. Works will be specified and monitored and by chartered surveyors / architects. The works will combat the increasing number of complaints received from leaseholders concerning the state of repairs and time taken to undertake these. The repairs will come with a 10-year guarantee and will be clearly documented in order for the guarantee to be activated if required.					
[8] Definition of Need: What is the problem we are trying to solve or opportunity we are trying to realise (i.e. the reasons why we should make a change)?					
The City has legal responsibilities as freeholder of the Barbican Estate to undertake maintenance to protect the assets from deterioration. Given the age of the of the Estate many of the windows are now in need of maintenance due to the natural ageing process. This is particularly prevalent in top floor properties which are more exposed to weather, especially in Ben Jonson House, Bunyan Court and John Trundle Court.					
[9] What is the link to the City of London Corporate plan outcomes?					
[4] Communities are cohesive and have suitable housing and facilities. [9] Our spaces are secure, resilient and well-maintained.					
[10] What is the link to the departmental business plan objectives?					
Tenants and leaseholders live in well maintained and managed homes and estates.					
[11] Note all which apply:					
Officer: Project developed from Officer initiation	Y	Member: Project developed from Member initiation	N	Corporate: Project developed as a large scale Corporate initiative	N
Mandatory: Compliance with legislation, policy and audit	N	Sustainability: Essential for business continuity	N	Improvement: New opportunity/ idea that leads to improvement	N

Project Benchmarking:	
[12] What are the top 3 measures of success which will indicate that the project has achieved its aims?	
1) Barbican Estate maintained to the high standards required.	
2) Works are managed to minimise disruption to residents and impact on the general public and wider public realm.	
3) Resident satisfaction above City's corporate targets.	
[13] Will this project have any measurable legacy benefits/outcome that we will need to track after the end of the 'delivery' phase? If so, what are they and how will you track them? (E.g. cost savings, quality etc.)	
N/A	
[14] What is the expected delivery cost of this project (range values)[£]?	
Lower Range estimate: £580,000 Upper Range estimate: £1,500,000	
[15] Total anticipated on-going revenue commitment post-delivery (lifecycle costs)[£]:	
N/A	
[16] What are the expected sources of funding for this project?	
The project is funded by the City Fund, the majority of the cost (circa 95%) is recoverable by way of service charges from long leaseholders.	
[17] What is the expected delivery timeframe for this project (range values)? Are there any deadlines which must be met (e.g. statutory obligations)?	
Lower Range estimate: July 2024 – July 2025 Upper Range estimate: July 2024 – July 2025 The consultant contract needs to be in place by August 2024 to allow the full quantum of repairs to be established and the works tendered to allow the works to commence in April 2025 to take advantage of better weather.	

Project Impact:	
[18] Will this project generate public or media impact and response which the City of London will need to manage? Will this be a high-profile activity with public and media momentum?	
No	
[19] Who has been actively consulted to develop this project to this stage? <(Add additional internal or external stakeholders where required) >	
Project Board	Housing Programme Board
Chamberlains: Finance	Officer Name:
Chamberlains: Procurement	Officer Name:
IT	Officer Name: N/A
HR	Officer Name: N/A

Communications	Officer Name: N/A
Corporate Property	Officer Name: N/A
Estate Management	Officer Name: Helen Davinson
Property Services	Officer Name: David Downing
<p>[20] Is this project being delivered internally on behalf of another department? If not ignore this question. If so:</p> <p>Please note the Client supplier departments.</p> <p>Who will be the Officer responsible for the designing of the project?</p> <p>If the supplier department will take over the day-to-day responsibility for the project, when will this occur in its design and delivery?</p>	
Client	Department: N/A
Supplier	Department: N/A
Supplier	Department: N/A
Project Design Manager	Department: N/A
Design/Delivery handover to Supplier	Gateway stage: N/A

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City of London Corporation Committee Report

Committee(s): RCC (Barbican Residential Consultation Committee) For Information BRC (Barbican Residential Committee) – For Decision	Dated: 25th November 2024 9th December 2024
Subject: Lift Screens	Public report:
Does this proposal require extra revenue and/or capital spending?	No
If so, how much?	N/A
What is the source of Funding?	N/A
Has this Funding Source been agreed with the Chamberlain’s Department?	N/A
Report of:	Judith Finlay Executive Director - DCCS
Report author:	Daniel Sanders – Assistant Director – Barbican Estate

Summary

The BEO are presenting a proposal to from Elevision to install digital screens in the lifts across the Barbican Estate. The screens will show building management information, local news such as TFL status and weather and advertisements for which the service charge will receive a revenue share.

Recommendation

Members are asked to:

- Note the contents of this report.
- Approve the proposal.

Main Report

We believe the implementation of Elevision screens within the Barbican Estate would significantly enhance resident communication and engagement. By providing a modern, visually engaging platform directly in shared spaces, Elevision screens ensure that important updates—such as maintenance schedules, community events, and emergency alerts—reach residents in real-time, supporting our goal of creating a well-informed and connected community.

Additionally, Elevision screens offer local promotions and informational content, which not only benefits residents but also supports local businesses and the broader community all whilst providing revenue for the Estate to offset some of our lift maintenance costs.

By providing valuable information in an innovative, accessible format, Elevision's digital screens can contribute to the estate's appeal and property value by demonstrating a commitment to resident-focused services.

Content Loop:

- 120 second loop
- 12 x 10 seconds spots per loop
- Ratio of Resident Communications / Infotainment / Advertising 20 / 20 / 60

Barbican Estate will receive 20% of the loop on each of the Ad frame and the Text fame.

Advertising Revenue:

Once the network approaches and reaches capacity we deliver, on average, £2,000 of ad revenue per screen per year. Elevision would initially offer 10% of advertising revenue as well as free installation and maintenance of the screens and will cover the electricity consumption costs of the screen in full.

If we reached capacity on the Barbican that would be £200 per screen * 80 screens which is £16,000 per annum.

Conclusion

It is the recommendation of the BEO we proceed with the installation of these screens for the benefit of the resident experience and service charge.

Appendices

Appendix 1 – How elevator screens enhance resident living
Appendix 2 – Resident communications best practice guide
Appendix 3 – Elelevision UK – Barbican proposal

Daniel Sanders
Assistant Director – Barbican Estate

Dan.sanders@cityoflondon.gov.uk

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How Elevator Screens Enhance *Resident Living*

2024

Introduction

By focusing on the residents' needs and preferences, elevator screens offer a multifaceted platform that enriches the residential living experience by keeping individuals **connected, informed, and engaged.**

By seamlessly integrating information, entertainment, and community updates into everyday moments, elevator screens demonstrate how **technology can enhance living environments** and contribute to a more informed, cohesive, and engaged community.



The Benefits of Elevator Screens

Real-Time Property & Community News

Elevator screens are a dynamic communication tool for property managers to relay important updates, events, and emergency alerts, keeping residents up-to-date and involved in their community.

Benefit

By staying connected, residents feel involved, informed, fostering sense of belonging and unity within the community.



Access to Local & World News

These screens also offer quick glimpses of local, regional, and world news, providing busy residents with a convenient way to stay informed on broader happenings without needing traditional news sources.

Benefit

Provides swift access to news, weather updates, and pertinent information for residents on the go.



Discover Promotions & Offers

Promotions and special offers from local businesses are also featured, benefiting residents with savings and new experiences, while supporting local enterprises by advertising to a relevant audience.

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Benefit

It's a win-win situation that fosters community engagement and supports the local economy.



Engaging with Trivia & Informative Content

Elevator screens can display fun facts, trivia, and informative content to engage residents, sparking conversations and enhancing community atmosphere.

Benefit

This transforms an otherwise routine elevator ride into a chance for both learning and entertainment, making the journey more enjoyable and stimulating.



Enhanced Property Value

By providing a modern amenity that improves the living experience, elevator screens can indirectly contribute to maintaining or even increasing the property value of the building.

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Benefit

A building perceived as well-maintained and resident-focused is more attractive to current and prospective residents.



ELEVISION

www.elevision.com

Resident
Communications
Best Practice Guide

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2023

Table of Contents

- 01.** Introduction
- 02.** Resident Communication Challenges
- 03.** Best Practices
- 04.** Solutions
- 05.** Conclusion

Introduction

There is no doubt we live in a world where effective **communication** acts as the **foundation** for any business' success.

With thousands of interactions throughout our lives, we often struggle to master this skill. **Communicating** with one resident can be tough, but reaching all residents poses an even greater challenge.

In this guide, we explore strategies to enhance resident communication, ranging from using multiple channels to fostering consistency and more. These tips aim to **empower property managers** and community leaders to keep their residents informed and engaged.



Resident Communication Challenges

01. Increasing demand for timely responses

Residents frequently contact property managers for various reasons, including maintenance requests, lease inquiries, and financial assistance. They have a strong expectation of receiving prompt responses. According to Forrester Research, 77% of customers consider valuing their time the most critical aspect of good online customer service.

Meeting these expectations positively shapes their perception of your company. Timely responses enhance customer service, while delays can lead to negative experiences.

02. Handling various communication platforms

Property management firms serve a diverse resident population spanning different generations and cultures, each with distinct communication preferences. With these variations in demographics, property managers must navigate multiple communication channels to address resident needs effectively. Balancing these preferences can be challenging, potentially leading to overlooked interactions. Finding a solution to streamline these preferences is crucial.

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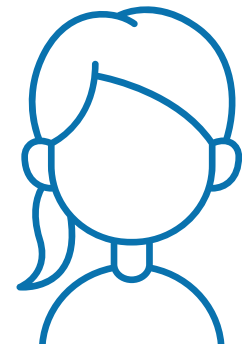
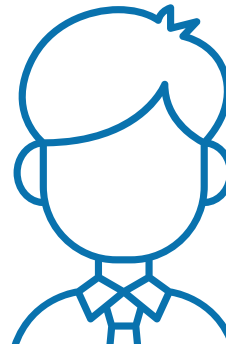
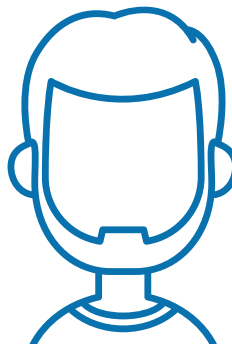
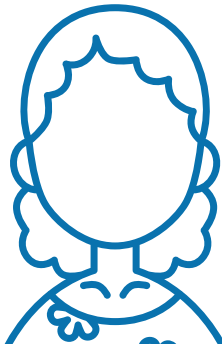
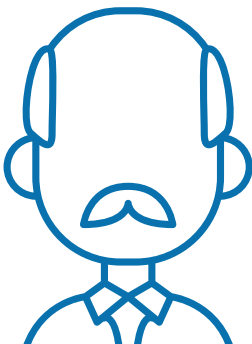
Letters &
Face-to-face

Phone, Email
& Telephone

Email & Text
Messages

Social Media
& Mobile

Social Media,
Digital & Online



Maturists
Pre 1945

Baby Boomers
1945 - 1960

Generation X
1961 - 1980

Generation Y
1981 - 1995

Generation Z
Post 1995

03. Lack of real-time updates

Another significant challenge in resident communications lies in the lack of real-time updates and notifications available to property managers. While property managers may receive crucial information promptly, conveying these real-time notices to residents can be a complex task.

This discrepancy in timing can lead to delays in sharing essential updates, creating a gap in communication efficiency. It underscores the need for property management companies to bridge this gap, ensuring that residents receive timely and relevant information to enhance their overall experience and satisfaction.



Resident Communication Best Practices

01. Develop a communication plan

Creating a solid communication plan is vital. Daily messages are great for regular updates, but for emergencies, you need a different approach. Build an emergency plan so residents know what to expect in terms of communications from the property managers during unforeseen events.

02. Make your messaging consistent

Residents value consistent information updates to prevent misinformation. This way, you can ensure a steady flow of information whilst representing your company's brand voice and values. This paves the path towards lasting brand loyalty.

03. Communicate regularly

Communication should not be limited to emergencies alone. Depending on your property's specifics, consider regular check-ins, whether monthly, weekly, or daily, to ensure everyone stays informed and engaged.

04. Transparency creates trust

Transparency plays a vital role in establishing and maintaining trust. When challenges like building repairs arise, openly acknowledge the inconvenience and communicate the reasons behind them.

05. Ensure accessibility

Finally, to succeed in your communication efforts, make sure it is accessible to all residents. Different age groups have preferences, so centralise sources for real-time information distribution and operational efficiency.



Resident Communication Solutions

Recognising the typical challenges that property managers encounter and adopting best practices to address them is important. Yet, there's a key missing piece to ensure these best practices work seamlessly. Elevator digital screens offer a valuable tool for effectively implementing these practices in residential communication.

These screens provide an engaging platform to convey essential information to residents, including event notifications, emergency procedures, and maintenance updates. They ensure that residents receive crucial messages as part of their daily routines.

Additionally, elevator screens cater to diverse age groups and communication preferences, centralising information sources for efficient and timely updates.

Awareness messaging
on digital screens to
drive people to
social channels
(and vice versa)

Displaying
community/building
/local events as a
way to further
communicate with
residents.

Page 88
Dynamic designs
and impactful
messaging
catering to lasting
brand awareness



Third party
Ad revenue as
additional source of
profits for property
managers.

Integrating digital screens in elevators can enhance your residential communication strategy, streamlining the process of keeping residents informed and engaged whilst addressing common challenges.

Past Success

Saleh Al Akrabi

CEO - DIFC Property
Management



Garry Murray

Managing Director



"We look forward to continue working with Elevision to provide around the clock financial data, market insights and news to the region's financial industry. Innovation and digital transformation truly define us at the DIFC as we always look to improve efficiencies for our clients and community."

"Elevision's platform has proven invaluable as a resident communication channel in our properties, and their news and infotainment has always been appreciated and well received by our tenants and residents."

**Let us help you build a stronger,
more connected community.**

Speak to our team today.





Contact Us



www.elevision.com



marketing@elevision.com



@Elevision

ELEVISION

PROPERTY COMMUNICATIONS PROPOSAL

OCTOBER 2024

BARBICAN ESTATE

barbican



Introduction to Elevation

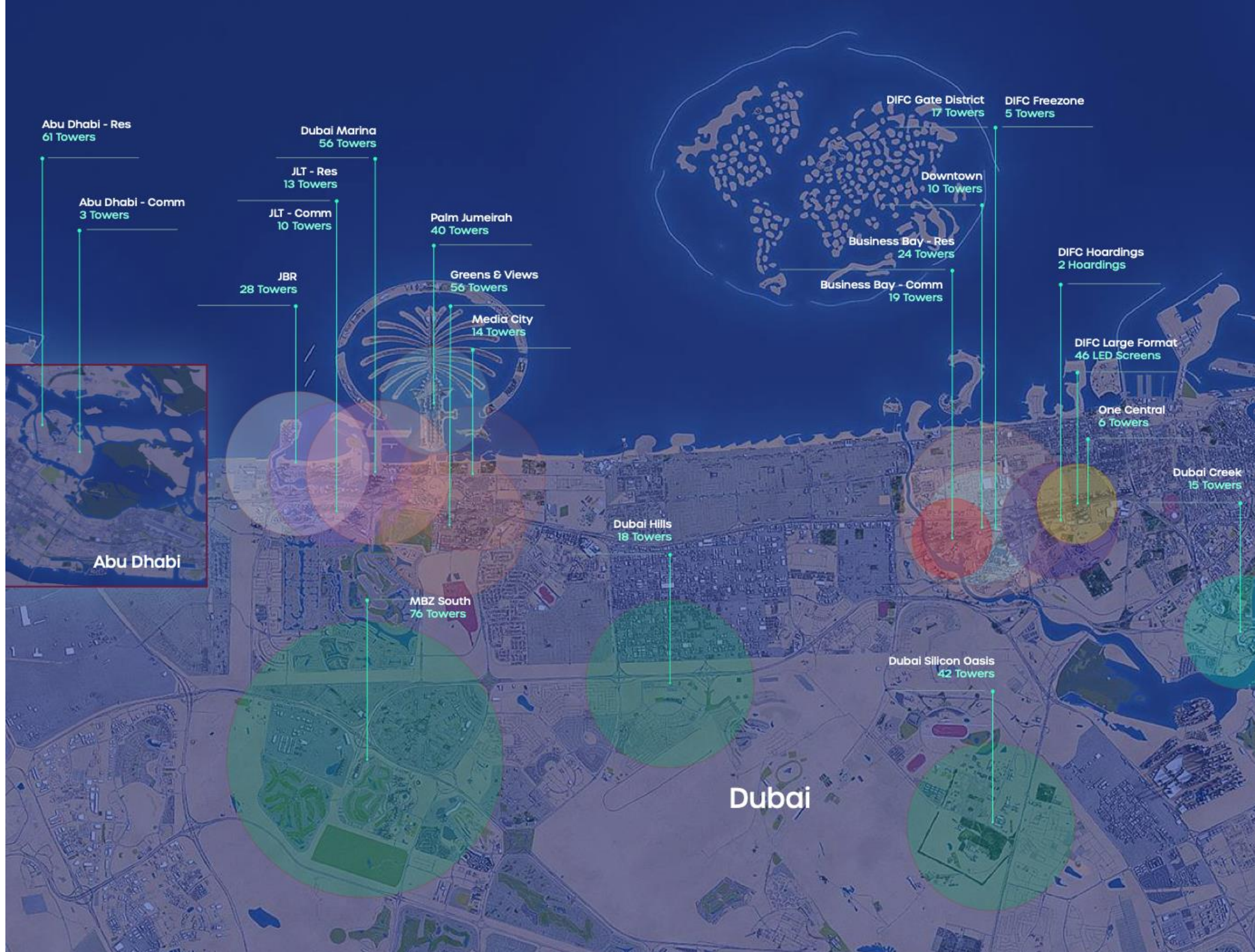


Founded in Dubai in 2011, Elevision are community-based media, communications and advertising specialists. We design, build and operate premium digital signage networks that shape urban environments.

With a focus on technology, we help community managers communicate and engage with their residents through real-time access to a sophisticated network of digital screens.

Elevision provides advertising clients with captive bespoke brand moments that raise awareness, spark interest and engage with audiences.

1,800+
digital
screens in
600+
premium
locations
across the
UAE



Elevision *UK*

A network of **88** buildings

With **152** screens across in London

Page 95



A zero-cost solution that engages residents and *delivers additional revenue to building management*

0

ZERO COST

Elevison purchases, installs, and maintains all network equipment at no cost to our partners.



ADDED REVENUE

Elevison operates on a revenue share model, sharing advertising revenue and providing properties with a valuable income stream.



Remote access resident communication platform



Real-time news, sports & entertainment



Fun Facts, Quote of the Day & community-based things-to-do

FOOTFALL DATA

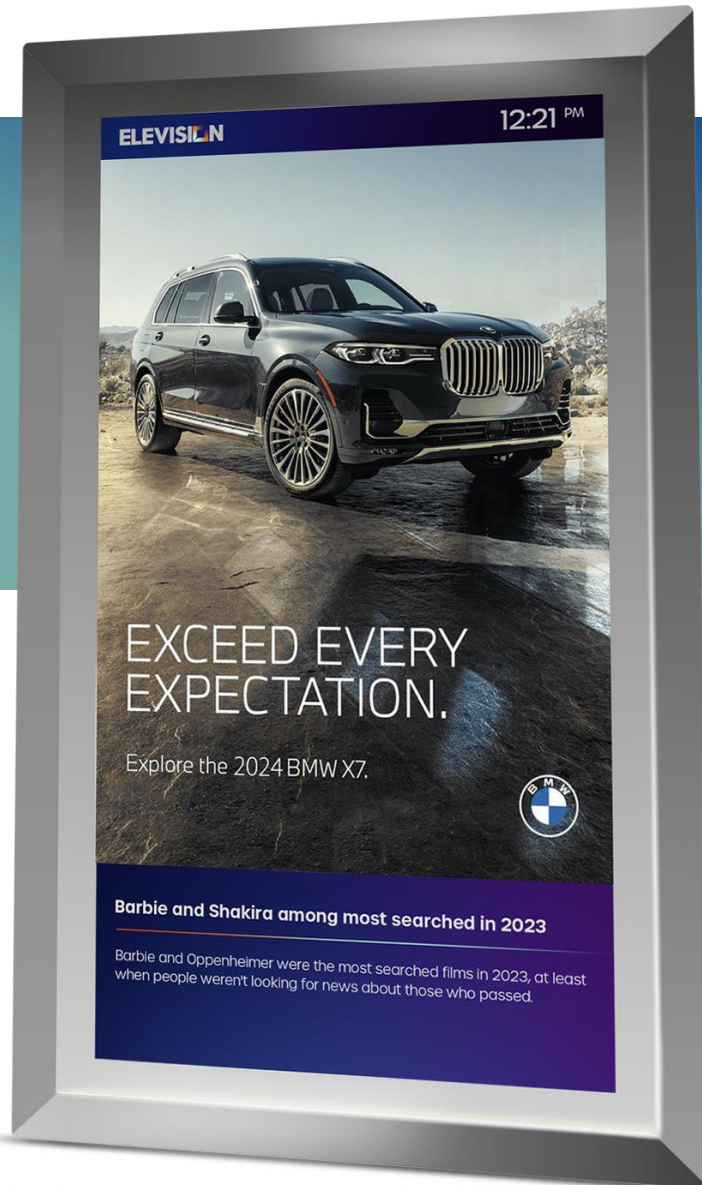


How many people are using each lift



Traffic patterns by time of day and by lift

Enhancing *Properties*



Effective resident communication is a key pillar to a well-run community

Elevation's platform allows property managers to communicate effectively & in real-time.

In addition to an effective and seamless *resident communication platform*, Elevation adds value to communities by providing relevant, timely, and engaging content that informs and entertains people as they move throughout their day, highlighting a building management's commitment to improving the overall resident experience.

Improving the resident experience through *relevant and engaging content*



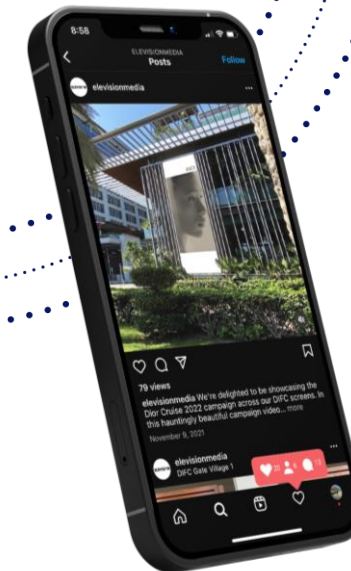
Real-time news, sports & entertainment



Fun Facts, Quote of the Day, Destination Highlight & 'Community Based' Things To Do



Specially curated art from international & local artists



Remote access resident communication platform

Our *Technology*

Our wireless building technology has been designed and optimised for the elevator and common area environments. The selection, modification, and configuration of our hardware components ensures efficient and reliable performance.

With their slim design and crisp images, our screens provide an elegant platform to deliver community messages in style.

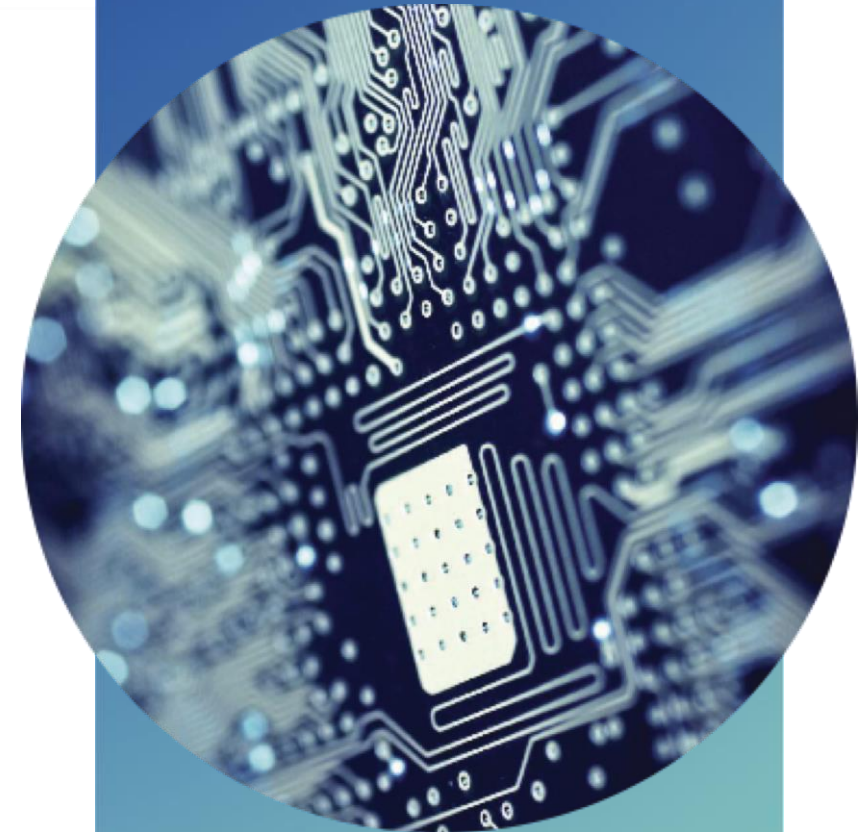
Using state-of-the-art wireless technology, our partners can tactically deploy their content in real-time - allowing for meaningful and effective communications across entire communities.



Elevision technicians are always connected to and monitoring our network of screens.



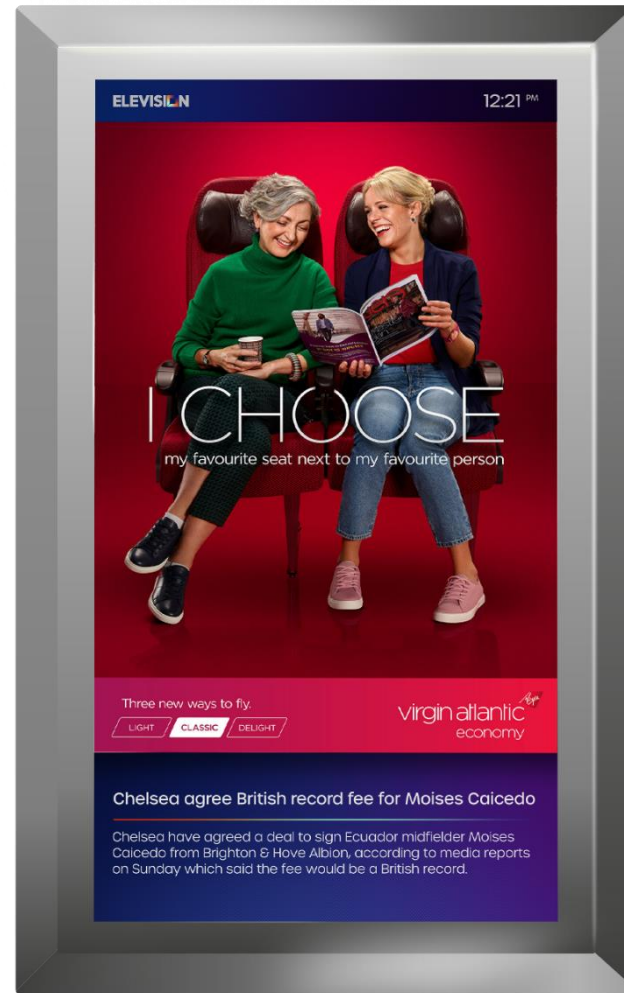
Our wireless bridge network uses point-to-point communication, making it inaccessible from any outside devices.



BARBICAN ESTATE PROPOSAL

A Comprehensive & Effective
Resident Communication Solution

19-inch lift screens



Screen Brand
Sharp



Resolution
768 x 1366px



Full Dimensions
31.1 x 49.3 cm



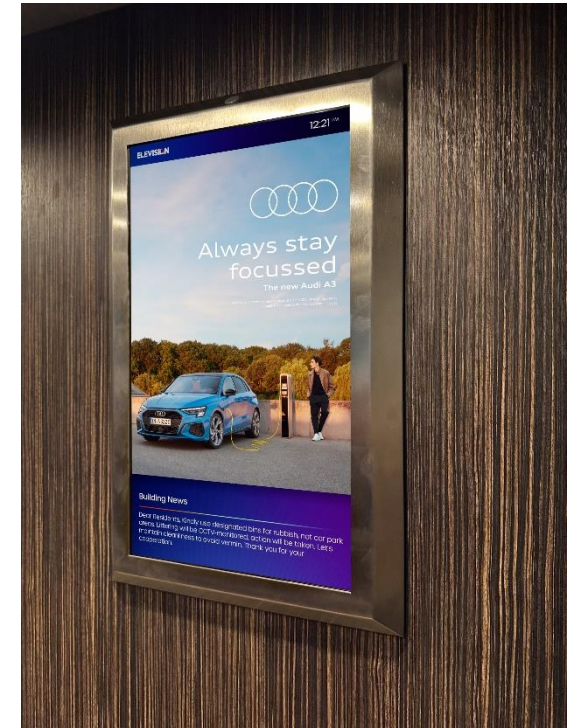
Screen Mode
IPS



Screen Protection
Tempered Glass



Frame
Stainless Steel



Content



Elevison's proposed digital screen network provides Barbican Estate a platform to project a distinct voice and create an inclusive environment.

This ensures consistency in communication that adheres to all corporate branding & conformance requirements and maximises content relevance, impact and results.

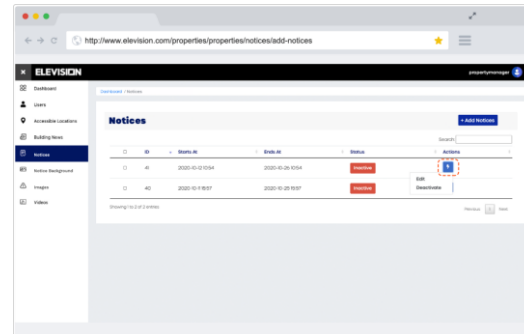
Barbican Estate will have direct access to ComConnect, Elevison's bespoke Content Management Platform, where both corporate, resident and building focused communication can be uploaded seamlessly in the form of notices or images.

Elevison will allocate up to 20% of its loop length to Barbican Estate to upload communication.

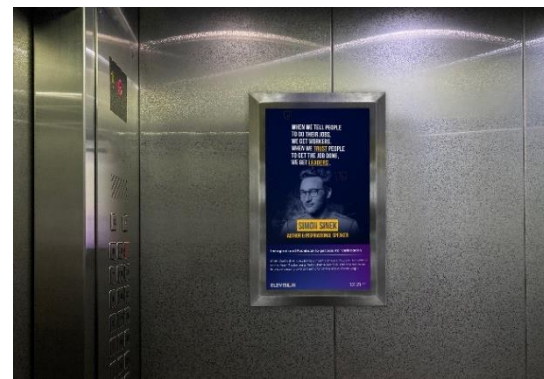
Content



2- Notice uploads to defined location



1- Input notice on EV Content Platform



3- Notice appears on defined screens

Barbican Estate can use the Elevation ComConnect platform to seamlessly upload communication to the lift screens.

Unlimited users can be created, each with their own set of permissions, to upload and manage Barbican Estate content.

Buildings can be clustered together under defined teams in order to facilitate quick uploads across multiple communities.

Notices and messages can be scheduled and pre-uploaded with a defined duration in advance.

Barbican Estate Commercials



Project Scope

Based upon our discussions, Elevision has created the following project scope for the development:

- ▣ 19 buildings
- ▣ 2,100 units
- ▣ Floors ranging from 9 - 38
- ▣ 80 lifts & 3 tower lobbies

Based upon this we propose to install a total of 80 lift screens, and potentially 3 lobby screens (subject to a technical survey) across the Barbican Estate.



Headline Terms

Hardware & Installation

All hardware (screens, media players, cabling, etc), installation, broadband data and ongoing maintenance costs will be covered by Elevision.

There will be zero cost to the building.

Contract Term

5 years.

Revenue Share

Elevision will pay Barbican Estate a 10% share of all net advertising revenue received.

Power

Electrical provisions and consumption is to be borne by the development.

ELEVISION

THANK YOU

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becky.jacomelli@elevision.com

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City of London Corporation Committee Report

Committee(s): Barbican Estate Residents Consultation Committee – For Decision Barbican Residential Committee – For Decision	Dated: 25 November 2024 9 December 2024
Subject: Ombudsman Choice for Barbican Residents	Public report: For Decision
This proposal: <ul style="list-style-type: none"> • provides business enabling functions 	
Does this proposal require extra revenue and/or capital spending?	Yes
If so, how much?	£7050 (inc. VAT)
What is the source of Funding?	Barbican Leaseholder Service Charge
Has this Funding Source been agreed with the Chamberlain’s Department?	N/A
Report of:	Judith Finlay , Executive Director of Community and Children’s Services
Report author:	Anna Donoghue , Housing Complaints Team Daniel Sanders , Assistant Director of Barbican Residential Estate

Summary

The purpose of this report is to propose that Barbican Leaseholders are entered into the Property Ombudsman Scheme as opposed to the Housing Ombudsman Scheme. This report demonstrates that the Property Ombudsman Scheme is not only more cost-effective than the Housing Ombudsman Scheme, but also offers a more appropriate service for Barbican residents.

The Property Ombudsman is an independent Ombudsman Service aimed at resolving disputes between consumers and property agents. It is a full member of the Ombudsman Association.

Recommendation(s)

Members are asked to:

- Note the report.
- Approve the decision to enrol Barbican Leaseholders into the Property Ombudsman Scheme, as opposed to the Housing Ombudsman Scheme.

Main Report

Background

Historically, Barbican Leaseholders have had access to escalate complaints to the Housing Ombudsman when they have felt dissatisfied with the service of the City of London Housing Division.

In 2022, the Housing Ombudsman introduced their 'Complaints Handling Code'. This was made statutory from 1 April 2024. Due to the changes in Housing Regulations over the last few years, the City of London's Housing Complaints Team has seen an increase in the number of complaints, as well as cases referred to the Housing Ombudsman.

Prior to 2024/25, the City of London Housing Complaints Team had only received one Barbican Leaseholder case in 2022 from the Housing Ombudsman.

Current Position

To date in 2024/25, the City of London Housing Complaints Team have received two Barbican Leaseholder Housing Ombudsman cases. Please note, these complaints may have been made during 2023/24, but due to the Housing Ombudsman's backlog in processing, they were not received by the team until April 2024 at the earliest.

Options

Going forward, the City of London can either enrol Barbican Leaseholders in the Housing Ombudsman Scheme or the Property Ombudsman Scheme.

1. The Housing Ombudsman:

The Housing Ombudsman's main area of focus is on social housing providers. Leaseholder cases make up a small proportion of the cases dealt with by the Housing Ombudsman. For example, their Spotlight Report in 2020: 'A New Lease of Life'¹ showed that between 2018 – 2020, only 6% of the total number of complaints received were from Leaseholders or Shared Owners.

¹ [A new lease of life: Spotlight on leasehold, shared ownership and new builds: complexity and complaint handling \(housing-ombudsman.org.uk\)](https://www.housing-ombudsman.org.uk)

More details regarding the Housing Ombudsman Service are available via the following link: [About us | The Housing Ombudsman Service \(housing-ombudsman.org.uk\)](http://housing-ombudsman.org.uk)

Costs: The Housing Ombudsman charges for membership per unit. The cost per unit is £8.03 (inclusive of VAT). There are 2074 units on the Barbican Estate, which would equate to a total cost of £16,654.22.

Information on the Housing Ombudsman's membership and fees are available here: [Membership - Housing Ombudsman \(housing-ombudsman.org.uk\)](http://housing-ombudsman.org.uk)

Please note, the City of London is already mandatory member through the HRA and Almshouses Trust.

2. The Property Ombudsman:

The Property Ombudsman focuses entirely on consumers and property agents, and therefore offers a more suitable service for leaseholders. Well known property agents such as Rendall & Rittner and Encore Estate Management are members of the Property Ombudsman scheme.

More details regarding the Property Ombudsman are available via the following link: [About The Property Ombudsman Scheme \(tpos.co.uk\)](http://tpos.co.uk)

Costs: The City of London would need to sign up as a residential leasehold manager. Given that the Barbican Estate has between 2000 – 10,000 units, the City of London would need to sign up for the Property Ombudsman under option B, signing up two branches (Guildhall and the Barbican Estate Office):

Annual Membership fee: £765.60 (inc. VAT)

Joining fee: £84 (inc. VAT)

≡ Total for each branch: £849.60 (inc. VAT)

Early Resolution: £345.60 (inc. VAT) per case

Full Review case fee: £517.20 (inc. VAT) per case

The full membership fee includes fair usage policy of up to three Ombudsman supported complaints per annum. Fourth and subsequent ombudsman complaints would attract a full case fee.

Please see appendix 1 for a breakdown of The Property Ombudsman's costs.

Please see appendix 2 for an outline of the Property Ombudsman's complaints procedure. Please note, this differs to the procedure used currently, which is informed by the Housing Ombudsman's complaints handling code (appendix 3).

Proposals

It would be more appropriate, and more cost-effective for Barbican residents to be enrolled on to the Property Ombudsman Scheme as opposed to the Housing Ombudsman Scheme.

As explained above, the Property Ombudsman offers a tailored service for leaseholders, whereas the Housing Ombudsman has a much broader remit, focusing primarily on social housing.

Costs:

Housing Ombudsman Membership costs are calculated at £8.03 per unit. Therefore, based on 2074 units, the annual cost to enrol Barbican Leaseholders in the Housing Ombudsman Scheme would be **£16,654.22 (inc. VAT).**

The annual cost to enrol Barbican Leaseholders in the Property Ombudsman Scheme would depend on the number of cases:

The **base** cost for both branches, inclusive of three Ombudsman cases would be: **£1699.20 (inc. VAT)**

However, given the increase in the number of Ombudsman cases in 2024/25, it is likely that there will be more than three cases per year.

Based on the knowledge that there have been two cases in the first quarter, if there were to be eight Ombudsman cases per year, the total annual cost, including early resolution for all cases would be:

£1699.20 for both branches (including three cases)
£517.20 x five remaining cases = £2586
£345.60 x eight early resolutions = £2764.80

Total: £7050 (inc. VAT)

Therefore, based on the statistics of quarter one, if there were eight Ombudsman cases in a year, it would be far more cost effective to enrol Barbican Leaseholders in the Property Ombudsman Scheme.

Key Data

The below table shows the number of complaints received from Barbican residents in recent years:

Year	Stage 1	Stage 2	Ombudsman Cases
2021/22	7	2	0
2022/23	23	3	1
2023/24	42	8	0
2024/25 (Q1)	6	2	2 active

Currently, the average time it takes for the Housing Ombudsman to carry out a complaint investigation is four and a half months: [Resident Frequently Asked Questions \(FAQs\) | Housing Ombuds \(housing-ombudsman.org.uk\)](https://www.housing-ombudsman.org.uk/resident-frequently-asked-questions-faqs/)

The Property Ombudsman's membership team have explained that once they have all the information they require from both the landlord and the complainant, and advise a file has been completed, they aim to review everything with 90 days unless the complaint is considered highly complex (11% of cases). Highly complex cases have a timescale of 180 days.

Please see appendix 4 – Barbican Complaints Statistics for more information.

Corporate & Strategic Implications

Strategic implications – A new Barbican Specific Housing Complaints Policy and Procedure would need to be written in line with the regulations of the Property Ombudsman. The current Housing Complaints Policy and attached policies/procedures are currently informed by the Housing Ombudsman's Complaints Handling Code. Please see Appendix 2 – Property Ombudsman Complaint Handling Toolkit (Residential Leasehold Management) and Appendix 3 – Housing Ombudsman Complaint Handling Code for a comparison between both processes.

Financial implications – Up to £7050 (inc. VAT) Service Charge coverable.

Resource implications – Barbican complaints would still be resourced by the Housing Complaints Team. This team is currently staffed by Anna Donoghue and Kelly Tang. Unless there is a significant spike in Barbican Complaints, there would be no need for a change in resource. The Housing Complaints Team and Complaint Investigators for Barbican would need to carry out some additional training due to the change in the Complaints Process.

Legal implication – N/A

Risk implications – N/A

Equalities implications – As with the recent changes in the Housing Complaints Leaflets, two leaflets would be produced for Barbican Complaints under the Property Ombudsman. One of which would be a shorter leaflet using simplified language in order to allow for accessibility to a wider audience.

Climate implications – N/A

Security implications – N/A

Conclusion

This report has proposed that Barbican Leaseholders are enrolled into the Property Ombudsman Scheme, as opposed to the Housing Ombudsman Scheme for two key reasons. Firstly, the Property Ombudsman Scheme is more appropriate for Barbican Leaseholders, given its expertise and primary focus on disputes between consumers and property agents. Secondly, it would be more cost-effective to enrol Barbican Leaseholders in the Property Ombudsman, saving costs of over £9000 per year (based on the assumption that there could be eight Ombudsman cases).

Appendices

- Appendix 1 – Property Ombudsman Cost Breakdown
- Appendix 2 – Property Ombudsman Complaint Handling Toolkit (Residential Leasehold Management)
- Appendix 3 – Housing Ombudsman Complaint Handling Code
- Appendix 4 – Barbican Complaint Statistics

Anna Donoghue

Information, Performance and Quality Assurance Manager – Housing Complaints

E: anna.donoghue@cityoflondon.gov.uk

Daniel Sanders

Assistant Director – Barbican Residential Estate

E: dan.sanders@cityoflondon.gov.uk

Company registration number 3339975

Your obligations

By filling in this Membership Deed and Application Form you confirm that the information you have given is correct. You also agree to the following.

1. You have read and agree to TPO's Terms of Reference, General Membership Obligations, Privacy Policy for Members and Data Sharing Agreement (all of which may be amended from time to time), which you can see on our website.
2. You will co-operate with any investigation the Ombudsman carries out under the Terms of Reference (as amended from time to time).
3. You will act in line with any award which is made against you which can be enforced against you under the Terms of Reference. If you are asked to pay a monetary award you must pay the complainant the full amount of the award within the period for payment set out in the Terms of Reference.
4. You will have in place and run an appropriate internal complaints procedure which meets the requirements of any professional organisation you are a member of or in the form set out in the guidelines that you can see on our website.
5. If you are a TPO Member you will keep to the relevant Codes of Practice (as amended from time to time). Registered agents must work to 'best practice'. TPO Scotland Limited is a company registered in Scotland, company registration number 489195 and is a wholly owned subsidiary of The Property Ombudsman Limited. Members selling or letting property in Scotland will be required to adhere to the TPO Scotland Sales and Lettings Codes of Practice.
6. You acknowledge that TPO membership is required per legal entity and fees are payable per branch trading under that legal entity at the date of application and at each subsequent renewal date. Additional branches added after joining the scheme, or after the renewal date must be notified to TPO at the earliest opportunity and a pro-rata invoice will be raised. You will notify TPO of any closed branches at the earliest opportunity and by no later than 30 days of the renewal date for the correct subscription invoice to be raised otherwise the invoice produced will remain due for payment. Please note TPO subscriptions are non-refundable for any closed branches. Those operating with the same trading name but as a separate entity, partnership, sole-trader or as a self-employed person/contractor (within the same branch or an alternative branch) is required to apply for membership in their own right completing the Membership Deed and Application Form. You acknowledge that you are required to register each trading branch under your legal entity. In addition you will help us in any matters that arise in connection with any of your branches (whether owned, separately owned or franchised).
7. On application you will pay the appropriate published fee by one of the means published on our website. Subsequent renewal of any subscriptions will be payable by direct debit within 28 days of the date of the invoice and as per the issued schedule. Failure to pay the subscription invoice within the agreed time-frame may result in your membership lapsing requiring a reapplication with all appropriate fees payable to continue to be a member of the scheme.
8.
 - i) You must have, and supply evidence of, professional indemnity insurance which must include cover for any award(s) the Ombudsman makes against you. Such cover must be for a minimum of £100,000. The excess (i.e. the amount you must pay towards any award) must not exceed £1,000; and the endorsement L1391 (available at www.tpos.co.uk) is included in the policy if the excess is above £1,000.
 - ii) You understand that should you fail to follow the Ombudsman's directions and/or pay any associated award TPO will pursue the payment via your professional indemnity insurance policy.
9. If you are a member agent for lettings, you will keep clients' money in a separate client account held in a financial institution authorised under the Financial Services and Markets Act 2000 and provide evidence of your client money protection policy.
10. You will provide a recent auditor's report of your client account if requested by TPO.
11. You understand your legal obligations to register with HMRC for Anti Money Laundering (residential sale agents).
12. You understand your legal obligations to register with The Information Commissioner's Office (ICO) to allow you to process personal information.
13. You will give at least one month's notice if you want to end your membership. The Ombudsman will continue to deal with complaints which have formally been referred to us and fall within the Ombudsman's jurisdiction if they occurred on or before the date your membership ends. Please note that TPO subscriptions are non-refundable.
14. **As far as you are aware:**
 - i) No Trading Standards Office or any other relevant body has taken, is taking, or considering taking, disciplinary action against any person named on this Membership Deed and Application Form (including the firm or business applying for membership and any branch of that firm or business), or any other person who works for you.
 - ii) No director, manager, partner or person associated with the business has any unspent convictions or has been charged (but not yet tried), of any criminal offence other than a motoring offence.
 - iii) No director, manager, partner or person associated with the business has been declared bankrupt, gone through insolvent liquidation or been the subject of receivership or an administration order within the last 5 years.

The Property Ombudsman Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP

Complaints Enquiries: 01722 333 306 Email: admin@tpos.co.uk

www.tpos.co.uk



@TPOmb



facebook.com/PropertyOmbudsman

Membership Enquiries: 01722 335 458 Email: membership@tpos.co.uk | accounts@tpos.co.uk | membershipcompliance@tpos.co.uk

Registered Office: The Property Ombudsman Limited, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP. Registered in England: 3339975.

- iv) No person associated with the business is currently disqualified from acting as a company director.
- v) No director, manager, partner or person associated with the business has previously acted as a director, manager, partner or person associated with a business that is serving an expulsion period (and the expulsion period is current) from a redress scheme.

You confirm that no consumers or members of the public suffered in relation to the reasons for the items above (i-v) being taken.

15. You agree that where a director, manager, partner or person associated with the business has previously acted as a director, manager, partner or person associated with a business that is no longer trading, the business applying for membership will honour any award/direction resulting from complaints referred to the Ombudsman relating to the former business.

Protecting us against loss

You must cover us against all liabilities, costs, expenses and damages we suffer arising out of or in connection with you or any of your branches breaking any of the terms and conditions in this application form or the Terms of Business.

Acknowledgement

You acknowledge and agree on behalf of the applicant (on its own behalf and on behalf of all Associated businesses) that for all purposes, (including for the purposes of the Contracts (Rights of Third Parties) Act 1999), this Deed and the Terms of Reference shall be enforceable against the Applicant.

- By or on behalf of each complainant in relation to and to the extent of any Awards; and/or

- By TPO or any member of the company

You acknowledge and agree, on behalf of the applicant that, in the event of a sanction being imposed (such as being fined, issued with a formal warning or ceasing to be a member of TPO, or registered for redress), following any breach by you of the responsibilities set out above, we may, in accordance with TPO's various approvals, be obliged to:

- Notify any professional body named by you at Section B, and any other relevant authority (including details of the breaches)
- Publish the fact that sanctions have been applied to the applicant's membership and details of the circumstances surrounding that (including details of the breaches) by such means as we consider appropriate.

In addition, in the case that you are re-joining the scheme as the same legal entity after your membership was ceased for non-payment or your failure to comply with our membership administrative processes, any complaints that arose within the period of non-membership can be considered by the Ombudsman against your new membership should they otherwise fall within the Terms of Reference.

In line with General Data Protection Regulations (GDPR) effective, 25 May 2018, TPO has legitimate reason to hold and process the data supplied in this form and subsequent amendments you make to that data.

You understand and agree that, in line with GDPR, you are responsible for ensuring the data supplied in this form is accurate and for notifying TPO in writing of any changes to this data.

You (and each of your branches) will keep to the terms and conditions of membership as set out in this Deed (including the responsibilities set out above) and our Terms of Reference, Privacy Policy for Members, and Data Sharing Agreement (including any amendments to these).

Confirmation and signature

I confirm (by ticking the below), on behalf of the applicant, that:

I have read all of this application form, TPO's Terms of Reference, General Membership Obligations, Privacy Policy for Members and Data Sharing Agreement and I am applying for all of our branches to become a member of TPO under the terms and conditions set out in these documents.

I have read clause 14 & 15 and confirm that no individual associated with the business has been sanctioned as described therein.

I understand that if any information provided in this application is incorrect or false it may result in my TPO membership being VOID and membership terminated.

On behalf of applicant	
This form should be signed by a director, partner or other person authorised to act for you, in the presence of a witness. I (and each of our branches) understand that this application form is signed as a Deed	
Full name:	Position in firm: director, partner, franchisor, other (if 'other' please give details below)
Signature:	Date:
Witness	
Full name:	Address:
Signature:	Date:

Section A Please tick the box beside the relevant TPO Membership type below.

TPO Membership type	Charging Basis and criteria	Fees (All Subject to VAT)	Discount available*																
<input type="checkbox"/> Membership: All disciplines as listed on our website and below excluding Residential Leasehold Management. It includes automatic Registration – see below.	The Annual Membership fee is payable per Head Office and each additional branch or per Local Property Expert (LPE) plus joining fee. Fair usage policy of up to 3 Ombudsman supported complaints per annum. 4th and subsequent Ombudsman supported complaints attract a Full Review case fee.	Annual Membership fee £262 (ex VAT) / £314.40 (inc VAT) Joining fee £70 (ex VAT) / £84 (inc VAT) Total for each branch £332 (ex VAT) / £398.40 (inc VAT) Full Review case fee £402 (ex VAT) / £482.40 (inc VAT)	<table border="0"> <tr> <td>0-49 branches</td> <td>n/a</td> </tr> <tr> <td>50-99 branches</td> <td>10%</td> </tr> <tr> <td>100-249 branches</td> <td>15%</td> </tr> <tr> <td>250-499 branches</td> <td>20%</td> </tr> <tr> <td>500-750 branches</td> <td>25%</td> </tr> <tr> <td>750-1000 branches</td> <td>27.50%</td> </tr> <tr> <td>1001+ branches</td> <td>30%</td> </tr> <tr> <td>Propertymark Membership</td> <td>12.50%</td> </tr> </table> <p>*Only one discount may be applied to a membership</p>	0-49 branches	n/a	50-99 branches	10%	100-249 branches	15%	250-499 branches	20%	500-750 branches	25%	750-1000 branches	27.50%	1001+ branches	30%	Propertymark Membership	12.50%
0-49 branches	n/a																		
50-99 branches	10%																		
100-249 branches	15%																		
250-499 branches	20%																		
500-750 branches	25%																		
750-1000 branches	27.50%																		
1001+ branches	30%																		
Propertymark Membership	12.50%																		
<input type="checkbox"/> Registration: This is the minimum legal requirement for all Agents dealing in residential sales and residential lettings (England only). Registered Agents do not subscribe to TPO Codes of Practice and cannot use our brand or logo.	As above	Annual Membership fee £262 (ex VAT) / £314.40 (inc VAT) Joining fee £70 (ex VAT) / £84 (inc VAT) Total for each branch £332 (ex VAT) / £398.40 (inc VAT) Full Review case fee £402 (ex VAT) / £482.40 (inc VAT)	As above																
<input type="checkbox"/> Residential Leasehold Management (RLM): This covers the management of blocks or multiple residential properties on behalf of the freeholder, head leaseholder or residents management company. Fees are payable per legal entity. You must confirm the number of units managed on application and at each subsequent renewal.	Option A Per RLM legal entity managing small number of units < 2,000 Units: Membership Fee plus case fees due based on all usage. <input type="checkbox"/>	Annual Membership fee £176 (ex VAT) / £211.20 (inc VAT) Joining fee £70 (ex VAT) / £84 (inc VAT) Total for each branch £246 (ex VAT) / £295.20 (inc VAT) Early Resolution £288 (ex VAT) / £345.60 (inc VAT) Full Review case fee £431 (ex VAT) / £517.20 (inc VAT)	N/a																
	Option B Per RLM legal entity managing 2,000 to 10,000 Units: Membership Fee plus case fees due based on all usage. <input type="checkbox"/>	Annual Membership fee £638 (ex VAT) / £765.60 (inc VAT) Joining fee £70 (ex VAT) / £84 (inc VAT) Total for each branch £708 (ex VAT) / £849.60 (inc VAT) Early Resolution £288 (ex VAT) / £345.60 (inc VAT) Full Review case fee £431 (ex VAT) / £517.20 (inc VAT)	N/a																
	Option C Per RLM legal entity managing > 10,000 units Membership Fee plus case fees due based on all usage. <input type="checkbox"/>	Annual Membership fee £Bespoke – please contact the membership team Joining fee £70 (ex VAT) / £84 (inc VAT) Early Resolution £288 (ex VAT) / £345.60 (inc VAT) Full Review case fee £431 (ex VAT) / £517.20 (inc VAT)	N/a																
<input type="checkbox"/> Property Surveyors/ Property Professionals: This membership is for property professionals engaged in the provision of surveying and other property related professional services such as referencing companies and inventory companies.	Register per legal entity. Case fees apply for each case.	Annual Membership fee £132 (ex VAT) / £158.40 (inc VAT) Early Resolution £110 (ex VAT) / £132 (inc VAT) Full Review case fee £429 (ex VAT) / £514.80 (inc VAT)	N/a																

Section B

Business details (*these details will be displayed on our website)

Company or business name:	Legal Entity: (Sole trader, Partnership, Limited Company, Unlimited Co, LLP)
Company registration number:	VAT registration number:
Trading name:*	
Head Office / Trading details	
Address (with postcode):*	Services provided Residential sales <input type="checkbox"/> Residential Buying Agent <input type="checkbox"/> Residential lettings <input type="checkbox"/> Property Buying Companies <input type="checkbox"/> Commercial sales <input type="checkbox"/> Business Transfer Agent <input type="checkbox"/> Commercial lettings <input type="checkbox"/> Online Agent <u>only</u> <input type="checkbox"/> International sales <input type="checkbox"/> Surveying <input type="checkbox"/> Chattels <input type="checkbox"/> Property Sourcing Agent <input type="checkbox"/> RLM <input type="checkbox"/> (Number of units) _____ Professional Property Services <input type="checkbox"/> (please state services) _____
Phone:*	
Email:*	
Website:*	

***Please provide us with at least one contact for Complaints, Invoicing and Membership (this can be one person who deals with all 3 areas)**

Contact Details 1 – please note this address and email address can be given to Consumers		
Contact Name:*		
Address (with postcode):*		
Phone:*		
Email:*		
Contact Type:	Membership <input type="checkbox"/>	Invoicing <input type="checkbox"/>
	Complaints <input type="checkbox"/>	
Position in Business:		

Contact Details 2 – please note this address and email address can be given to Consumers		
Contact Name:*		
Address (with postcode):*		
Phone:*		
Email:*		
Contact Type:	Membership <input type="checkbox"/>	Invoicing <input type="checkbox"/>
	Complaints <input type="checkbox"/>	
Position in Business:		

Please note, for security of personal data, it is preferable that the email address(es) supplied above are not gmail, Hotmail or yahoo.

Professional Body Memberships

Please complete this section with details of named contacts (from page 4 and/or 5) affiliated as a member of one of the listed professional bodies.

Name 1	ARMA	ICBA	NAVA	UKALA	RICS	NAPSA

Tick membership where applicable

Please complete if you are a member of the following professional bodies.

ARLA Propertymark or NAEA Propertymark membership number: _____ Safeagent membership number: _____

NAPSA membership number: _____

Name 2	ARMA	ICBA	NAVA	UKALA	RICS	NAPSA
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tick membership where applicable

Please complete if you are a member of the following professional bodies.

ARLA Propertymark or NAEA Propertymark membership number: _____ Safeagent membership number: _____

NAPSA membership number: _____

Section C

Branches and associated businesses

All branches and associated businesses (for example, a separate legal business in the same corporate group as you or a franchise) that are trading under your brand name must join, and you must tell us if any new branches and associated businesses open.

Additional Branches	Yes	No
Do you have any branches trading under your brand name, which are not a separate legal business? If yes please complete Section Ci on page 6		
Do you have any branches trading under your brand names that are a separate legal business e.g. a franchised office? If yes, each legal business must submit a separate Membership Deed and Application Form		

If you are a franchisee of an existing member, please complete this section as well

Existing Member Head Office details	Contact details
Trading Name:	Phone:
Company Name:	Email:
Address (with postcode):	Website:

It is a requirement of membership with The Property Ombudsman to provide proof of professional indemnity insurance, a client account, client money protection policy, and any additional required documents. When requested, you are obligated to provide proof within a reasonable timeframe as specified by TPO. Failure to supply the requested documents may result in a review of your membership status.

Please confirm you currently hold the following:

Professional indemnity insurance: Yes No Insurer: _____

Client Account (residential lettings only): Yes No

Client Money Protection (residential lettings only): Yes No Scheme: _____

Please indicate whether you are transferring from PRS Yes No

Please email your Deed and Application Form to membership@tpos.co.uk or post to the registered office of TPO at: Membership Department, The Property Ombudsman Ltd, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP

Section Ci – Additional Branches

(Please photocopy this page before completing if you need more space for additional branches).

Please complete this section if you have additional branches trading under your brand name, which are not a separate legal business. If any of your branches are a separate legal business each separate legal business must submit their own Membership Deed and Application Form.

Additional Office Details	Services provided
Address (with postcode):*	Residential sales <input type="checkbox"/> Residential Buying Agent <input type="checkbox"/> Residential lettings <input type="checkbox"/> Property Buying Companies <input type="checkbox"/> Commercial sales <input type="checkbox"/> Business Transfer Agent <input type="checkbox"/> Commercial lettings <input type="checkbox"/> Online Agent <u>only</u> <input type="checkbox"/> International sales <input type="checkbox"/> RLM <input type="checkbox"/> Chattels <input type="checkbox"/> Surveying <input type="checkbox"/> Property Sourcing Agent <input type="checkbox"/> Professional Property Services (please state e.g. referencing, inventory services) <input type="checkbox"/>
Phone:*	
Email:*	Website:*

Additional Office Details	Services provided
Address (with postcode):*	Residential sales <input type="checkbox"/> Residential Buying Agent <input type="checkbox"/> Residential lettings <input type="checkbox"/> Property Buying Companies <input type="checkbox"/> Commercial sales <input type="checkbox"/> Business Transfer Agent <input type="checkbox"/> Commercial lettings <input type="checkbox"/> Online Agent <u>only</u> <input type="checkbox"/> International sales <input type="checkbox"/> RLM <input type="checkbox"/> Chattels <input type="checkbox"/> Surveying <input type="checkbox"/> Property Sourcing Agent <input type="checkbox"/> Professional Property Services (please state e.g. referencing, inventory services) <input type="checkbox"/>
Phone:*	
Email:*	Website:*

Contents:

1. How to Handle Complaints... and Resolve Them
2. MANAGING AGENT GUIDE – The Complaints Process
3. Challenging Service Charges – A Guide for Leaseholders
4. In-house Complaints Procedure – TEMPLATE 1
5. Acknowledgement Letter – TEMPLATE 2
6. Initial Complaint Response – TEMPLATE 3
7. Investigation Acknowledgement Letter – TEMPLATE 4
8. Final Viewpoint Letter – TEMPLATE 5



APPROVED BY:



Ministry of Housing,
Communities &
Local Government

NATIONAL
TRADING
STANDARDS

Estate and Letting
Agency Team



Chartered Trading
Standards Institute

The Property Ombudsman Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP

Complaints Enquiries: 01722 333 306

www.tpos.co.uk

Membership Enquiries: 01722 335 458



@TPOmb



facebook.com/PropertyOmbudsman

1. How to Handle Complaints...and Resolve Them

TPO has been dealing with disputes between consumers and property agents since 1990. In that time, we have seen many complaints that could have been resolved by the agent without referral to TPO. The following tips are based on that experience.

Remember: Handling a complaint properly will reduce the chance of referral to the Ombudsman, First Tier Tribunal, or the courts, save you time and maintain (and sometimes even enhance) your reputation. Receiving complaints is normal for any business, and should not be considered personal, you should remember to remove emotion and remain impartial. A complaint presents a business with an opportunity to learn and provide a better service.

Acknowledge the complaint

Whether you think the complaint is justified or not, the consumer will always consider that it is. Acknowledge the complaint and explain what you will do next and by when. **NEVER, EVER IGNORE A COMPLAINT.**

Understand the complaint

Consider the needs of the individual and, where appropriate, make reasonable adjustments for consumers who might be disadvantaged because of factors such as their age, infirmity, disability, lack of knowledge, lack of linguistic or numeracy ability, economic circumstances, bereavement or do not speak English as a first language.

Take the time to make sure you fully understand the issues being raised. If you address all the issues at the outset you are more likely to resolve matters there and then.

Explain residents' rights relating to the issues

A resident could be the leaseholder, leaseholder with share of freeholder or an assured shorthold tenant. Be aware of the differences when explaining their rights.

In the case of leaseholders, remember that residents may not understand their rights and where their complaint should be directed, and how. You should advise residents at the earliest opportunity about these options.

Upon receiving the initial complaint, you should differentiate between:

1. Issues raised by residents which directly relate to your actions;
2. Actions you have taken under instruction from the landlord.

You should refer complaints concerning the actions you have taken under the instruction of the landlord, to the landlord. The landlord is the party who holds the ultimate responsibility to meet the provisions of the lease, and that only they have the authority to instruct you to manage the estate in a different way.

Service Charges

Where you receive service charge complaints, provide those complaining with the guidance on the following page.

Be honest

Everyone knows that everyone makes mistakes. If you have made a mistake, acknowledge and apologise for the error. Do not attempt to avoid, gloss over or omit issues central to the complaint.

Be thorough

Spend the time investigating the issues. Complainants will know when you have not investigated their concerns properly - this will cause further dissatisfaction and the dispute to escalate.

Be polite and professional

Regardless of the complainant's manner always be polite and professional when responding. Never use inappropriate or provocative language, or make personal allegations.

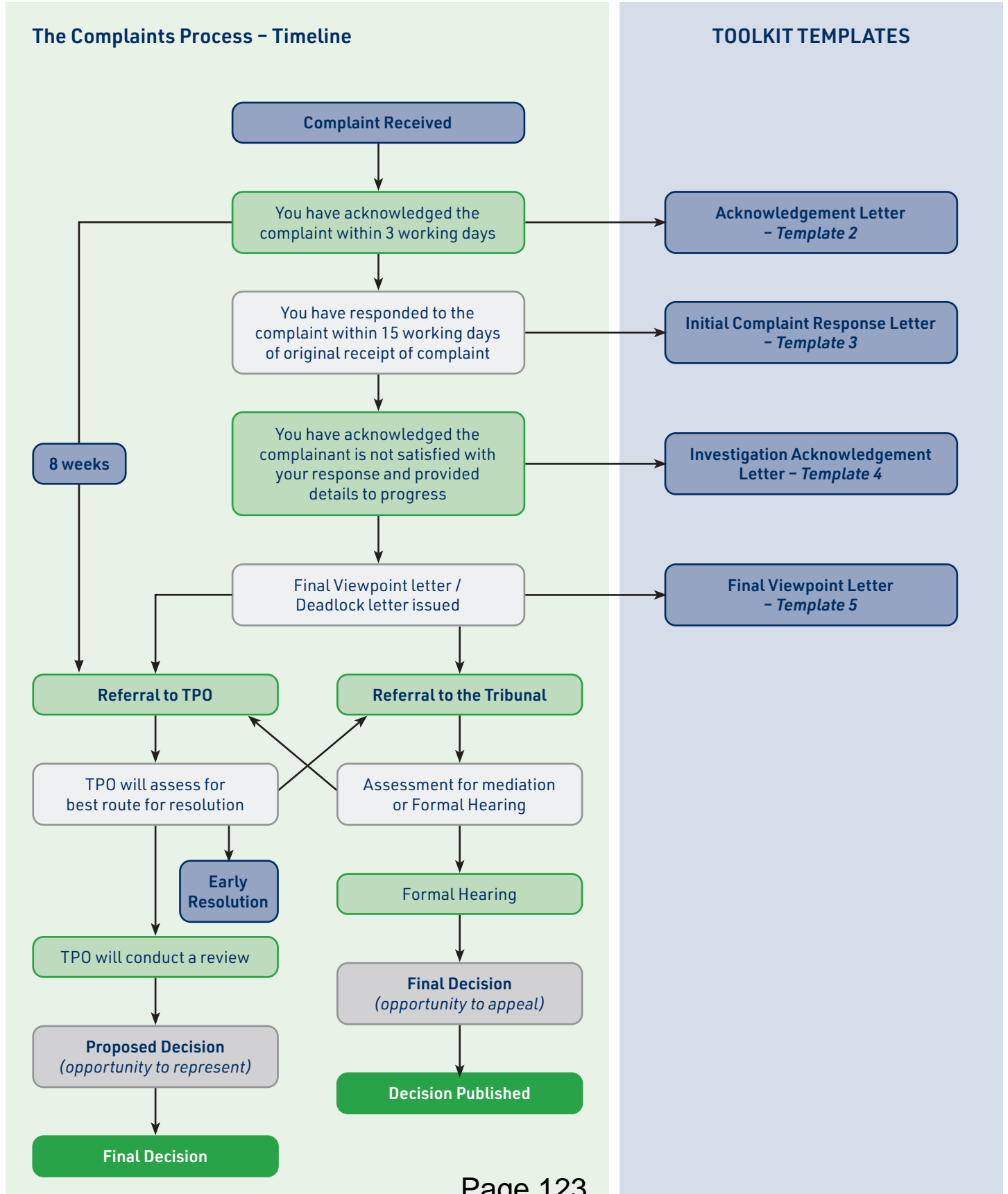
Take complaints off-line

Consumers may complain via social media platforms. Regularly check your social accounts and always take complaints off-line by acknowledging the contact and then directly contacting the consumer.

Don't be afraid of complaints

If you want to grow as a business, you need to know when you get it wrong! Make it easy for consumers to contact you and take active steps to change processes or behaviour where shortcomings are found.

2. MANAGING AGENT GUIDE – The Complaints Process



3. Challenging Service Charges – A Guide for Leaseholders

Investigating the fairness of service charges, and the quality of services or works they are collected for, falls outside of the jurisdiction of The Property Ombudsman. Challenges must be referred to the First-Tier Tribunal (or in Wales, The Leasehold Valuation Tribunal).

The following provides some information on the process and the steps that are recommended.

1. Many disputes arise from a misunderstanding about the costs and services involved. Try to discuss the issue with whoever acts as your landlord, or their agent, and reach an agreement in the first instance. They should be able to give you information on the costs you are being asked to pay and what checks they undertake to ensure services are being provided to a reasonable standard.
It is not advisable to stop paying altogether – this may result in your account being passed to solicitors and the property manager or agent being advised to cease discussing your concerns.
2. If you cannot reach an agreement, your lease may set out a way of resolving the dispute, such as arbitration by a qualified surveyor. If all parties agree, you could consider mediation; this can be a quick and easy means of resolving the dispute as trained property professionals can suggest ways to resolve the situation. There is no obligation for you to agree but if all parties are satisfied the dispute will be formally settled.
3. If you have exhausted these options, you will likely need to apply to the Tribunal. They deal with a wide range of issues and some are more complex than others. When challenging service charges, legal representation is not necessarily required. It is still strongly recommended that you seek advice in the first instance about the information you will need to submit and whether a hearing may be necessary.
Groups of leaseholders may be entitled to a management audit by a qualified surveyor and this can help collect evidence for the Tribunal.
4. Complete the appropriate Tribunal form: <https://www.gov.uk/government/collections/residential-property-first-tier-tribunal-forms#leasehold-management>. Be as thorough as you can in describing your issues and supply supporting evidence.
5. The Tribunal can – where asked – examine a wide range of issues. They can investigate costs such as insurance, maintenance and repair charges, and management or administration fees. They can visit your site to check whether scheduled works such as cleaning or gardening have been done regularly or completed to a good standard. They can also give a view as to whether the property manager has responded to your concerns in an appropriate manner. Finally, they can make recommendations for improvements to the services, or appoint a new manager altogether.

In summary, although the Tribunal should be treated as a last resort, it allows for a comprehensive examination of your issues and provides a formal ruling about whether your service charges are reasonable in the circumstances, and whether the services they cover have been provided to the standard you are entitled to expect.

We recommend that you contact The Leasehold Advisory Service and view the Tribunal decisions on their website: <https://www.lease-advice.org/>

Please note that residents who own their Freehold cannot apply to Tribunal and must instead refer their dispute to the County Court.

ADD COMPANY NAME AND/OR LOGO

4. In-house Complaints Procedure – TEMPLATE 1

We are committed to providing a professional service to all our clients and customers. If things go wrong we need you to tell us about them. This will help us to improve our service going forward and resolve issues as soon as possible.

If you have a complaint, please put this in writing (letter or email) to us. We will then acknowledge and respond in line with the timescales and stages set out below. The process should take no longer than 8 weeks.

We consider the needs of the individual and, where appropriate, make reasonable adjustments for consumers who might be disadvantaged because of factors such as their age, infirmity, disability, lack of knowledge, lack of linguistic or numeracy ability, economic circumstances, bereavement or do not speak English as a first language.

Stage 1 – Your Complaint

Please put your complaint in writing either by letter or email and address it to:
 _____ (including role).

Remember to include details for complaints from a 3rd party or contractor if they differ from your usual complaints procedure.

Please include as much detail as possible, outlining all issues you would like considered, including dates, names of any members of staff you dealt with, and where you are able to enclosing/attaching any supporting evidence.

Email: _____

Stage 2 – Our Acknowledgement

Your complaint will be acknowledged and we will start our in-house complaints process.

Timescale: We aim to respond within 3 working days of receiving your complaint.

Stage 3 – Our Investigation

Your complaint will be investigated and _____ (relevant member of staff if applicable) will provide a formal written response addressing your specific complaints and proposing resolutions where appropriate.

Timescale: We aim to respond within 15 working days of receiving your complaint.

Stage 4 – Our Final Investigation

If you remain unhappy, your subsequent complaint will be investigated and _____
 _____ (relevant member of staff if applicable) will provide a written response outlining our final position and proposing resolutions where appropriate.

Timescale: We aim to respond within 15 working days of receiving your subsequent complaint.

If we have not addressed your complaints within eight weeks, you can refer your complaint to the Ombudsman.
No charge will be made for any complaint we handle.

ADD COMPANY NAME AND/OR LOGO

Stage 5a – Complaints about our obligations to you

For complaints about our obligations to you, you can refer your complaint to The Property Ombudsman:

The Property Ombudsman

Milford House, 43-55 Milford Street, Salisbury SP1 2BP
01722 333306 | www.tpos.co.uk

Timescale:

You must refer your complaint to The Property Ombudsman within 12 months of the date of our final viewpoint letter.

Stage 5b – Issues with your lease and service charges

For complaints about your lease and the services provided under your lease, you can refer to the First-Tier Tribunal. For example:

- Increases in service charges and estate charges
- The quality of management services provided
- The fairness of charges applied in line with your lease
- Consultation on major works and contracts

Operates 5 regional tribunals in England: <https://www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber>

If we have not addressed your complaints within eight weeks,
you can refer your complaint to the Ombudsman.

No charge will be made for any complaint we handle.

ADD COMPANY NAME AND/OR LOGO

5. Acknowledgement Letter – TEMPLATE 2

Dear _____ (Complainants name)

RE: _____

_____ (Property Address)

Thank you for your email/letter dated _____ (date), we are sorry you are dissatisfied with the service provided. We appreciate you raising your concerns and _____ (company name/member of staff) will provide a formal investigation into your complaints by _____ (date). If you would like to discuss the issues you have raised with us by telephone, we would be happy to schedule time to do so.

I understand the issues you would like me to investigate are _____ (list of issues raised).

Please confirm these are the issues/complaints you have raised or contact me within 48 hours if this is not the case.

In the meantime, we would welcome thoughts on what would resolve the issues/complaints you have raised.

Should more time be required to investigate the issues raised _____ (member of staff name) will contact you to explain why.

It is never our intention to give our customers anything other than an excellent customer experience and I am sorry you have felt this was not the case for you this time.

To refresh you about how we will deal with complaints and the steps involved, I have enclosed a copy of our internal Complaints Procedure. Please take the time to read this.

Thank you for your patience.

Yours sincerely

_____ (Name)

_____ (Job title)

ADD COMPANY NAME AND/OR LOGO

6. Initial Complaint Response – TEMPLATE 3

Dear _____ (Complainants name)

RE: _____

_____ (Property Address)

Thank you for your email/letter of _____ (date), raising your complaint to us.

Having considered the issues you have raised with us, I have summarised below what I understand your specific complaints to be and what you feel would resolve the matter for you:

- A _____
- B _____
- C _____
- D _____

If there are any issues you feel have not been covered above, please let me know within 48 hours so I can address these complaints too.

Based on the evidence available to me, I have concluded that....

Explain the company's position with regard to the complaints listed above. Include any resolution (financial or otherwise as appropriate) where possible. You may like to enclose supporting evidence of your argument if appropriate.

Remember to differentiate between:

1. *Issues raised by residents which directly relate to your actions;*
2. *Actions you have taken under instruction from the landlord.*

Confirm whether you have referred any complaints concerning the actions you have taken under the instruction of the landlord, to the landlord and explain that the landlord is the party who holds the ultimate responsibility to meet the provisions of the lease, and that only they have the authority to instruct you to manage the estate in a different way.

When dealing with service charge issues clearly explain that these can be paid under protest or 'without prejudice' whilst complaints are being considered, and that withholding payment could lead to the case being passed to solicitors and, ultimately, forfeiture of the lease.

I hope this resolves the issues you have raised with us. If you are dissatisfied with this response you may escalate your response to _____ (member of staff name) who will conduct a separate review of your complaint within 15 working days of receiving your escalated complaint.

Yours sincerely

_____ (Name)

_____ (Job title)

ADD COMPANY NAME AND/OR LOGO

7. Investigation Acknowledgement Letter – TEMPLATE 4

Dear _____ (Complainants name)

RE: _____

_____ (Property Address)

Thank you for your email/letter of _____ (date), in response to our initial investigation into your complaint. We are sorry you are not satisfied with the response received. Customer satisfaction and service provided is something we value and we would like to resolve your complaint.

Your complaint will be independently investigated by _____ (name of member of staff) who will provide a final viewpoint letter/deadlock letter on the issues you have raised. raised [delete if not the final stage].

This will be provided to you by _____ (date).

[Remember to provide any update issues that have been passed to the landlord to consider]

Should more time be required to investigate the issues raised _____ (name of member of staff) will contact you to explain why.

To refresh you about how we will deal with complaints and the steps involved, I have enclosed a copy of our internal Complaints Procedure. Please take the time to read this.

Thank you for your patience.

Yours sincerely

_____ (Name)

_____ (Job title)

ADD COMPANY NAME AND/OR LOGO

8. Final Viewpoint Letter – TEMPLATE 5

Dear _____ (Complainants name)

RE: _____

_____ (Property Address)

Thank you for your email/letter of _____ (date), raising your complaint to us.

My name is _____ (name of member of staff) and I have looked at your subsequent complaint.

We are sorry you have felt the need to escalate your complaint to this stage and that we have not yet been able to resolve the matter. It is never our intention to give our customers anything other than an excellent customer experience and I am sorry you have felt this was not the case for you this time. You can be assured that we take all issues raised to us very seriously.

I understand that you remain dissatisfied with our response to your complaint. Having thoroughly considered the complaints and correspondence to date, I understand your specific complaints to be:

- A _____
- B _____
- C _____
- D _____

Based on the evidence available to me, I have concluded that...

Please explain the company's position with regard to the complaints listed above. Include any resolution (financial or otherwise as appropriate) where possible. You may like to enclose supporting evidence of your argument if appropriate.

I would like to offer our sincere apologies that you felt the service provided to you fell below the standards expected of us. I have taken on board all of your comments and will use this feedback to review our procedures, practices and service levels and make amends where needed. I thank you for taking the time to bring these matters to our attention. As a business we welcome all feedback, both negative and positive.

This represents the final viewpoint of _____ (*Company Name*).

Please be advised that any goodwill offer made is accepted in full and final settlement.

I hope that I have been able to resolve the matter to your satisfaction. If, however, you remain dissatisfied, the information below explains how you can pursue things further:

a) For complaints about service charges and services provided under your lease, contact:

The First-Tier Tribunal

Details for the London, Northern, Eastern, Midlands, and Southern regions can be found here:

<https://www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber>

b) For complaints about our obligations to you:

The Property Ombudsman

Milford House

43-55 Milford Street

Salisbury

SP1 2BP

01722 333 306

www.tpos.co.uk

Please be aware that you have up to **12 months** from the date of this email/letter to refer your complaint to the Ombudsman in writing, although it is preferable that you do so as soon as possible if you wish to pursue this matter further. I have enclosed The Property Ombudsman's Consumer Guide leaflet for your information.

Yours sincerely

_____ (*Name*)

_____ (*Job title*)

Housing

Ombudsman Service



Complaint Handling Code

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Foreword

The heartbeat of this Code is enabling a positive complaints culture across the social housing sector.

This positive culture matters regardless of size or type of landlord. It supports strong resident-landlord relationships. It means things can be put right for residents when they have gone wrong. It helps organisations to develop and improve services. And, perhaps above all, it supports the values of justice and fairness that embodies so much of the sector's social purpose.

This Code considers complaints to be more than transactions. Nonetheless, good complaint handling requires effective procedures and well-trained staff alongside a positive complaints culture that enables those procedures to achieve maximum impact. This Code sets out what landlords must do procedurally to handle complaints. Compliance with the Code is most effective within landlords that operate within established dispute resolution principles: to be fair, puts things right, and learn from outcomes.

Landlords must embrace complaints through increased transparency, accessibility, and complaint handling governance, demonstrating that residents are core to its service delivery and good complaint handling is central to that.

This Code aims to support the earliest resolution of complaints while the matters are still within the landlord's own procedure. This can avoid issues escalating with potentially prolonged detriment to the resident, as well as requiring significantly more time and resource by the landlord to remedy.

This Code provides a guide to residents of what to expect if they make a complaint, as well as improving access and awareness to the procedure when they need it. The adoption of this statutory Code and associated duties ensures residents do not experience a postcode lottery in complaint handling.

Embracing the Code can also empower staff. Involvement in complaint resolution develops staff ownership, decision-making and engagement, and should ensure appropriate resources and tools are deployed to handle complaints. It provides senior staff with essential insight into day-to-day operations, allowing them to assess effectiveness and identify any organisational risks or issues. Lastly, data collected about complaints can be analysed and used to inform key business decisions to drive improvement in service provision.

Landlords are expected to annually self-assess against the Code, to engage its governance in that exercise and to publish the outcome. We also encourage landlords to see this exercise as an opportunity to engage residents in setting their approach to complaints to drive a positive complaints and learning culture. This approach must be captured by the landlord in a single policy for handling complaints.

The positive engagement of landlords in the Code and its principles has brought focus on the importance of complaints and the advent of this statutory Code will drive further change to the benefit of both residents and landlords.

Introduction

Statutory powers



The Social Housing (Regulation) Act 2023 (the Act) empowered the Housing Ombudsman to issue a code of practice about the procedures members of the Scheme should have in place for considering complaints.

It also placed a duty on the Ombudsman to monitor compliance with a code of practice that it has issued.

The Ombudsman consulted on the Complaint Handling Code (the Code) and our intended approach to the duty to monitor in late 2023. The statutory Code will take effect from 1 April 2024 and our duty to monitor compliance will commence at the same time.

Compliance with the Code



The Ombudsman believes all members must comply with all provisions in the Code as this represents best practice in complaint handling.

Where the Housing Ombudsman finds an organisation has deviated from the Code in policy or practice, it may use its powers to put matters right and ensure compliance with the Code. Where a landlord's policy does not comply with the Code, it must provide a detailed explanation for non-compliance in its self-assessment and the date by which it intends to comply.

Where there are exceptional circumstances which mean a landlord cannot meet specific requirements of Code, for example a small provider does not have a website, the

Ombudsman will take a proportionate approach. In these circumstances, landlords must undertake all reasonable endeavours to deliver the intentions of the Code in an alternative way, for example by publishing information in a public area so that it is easily accessible.

Where a landlord is unable to comply with the Code due to exceptional circumstances, such as a cyber incident, it must inform the Ombudsman of its reasons, provide information to residents who may be affected and publish this on their website. The landlord must provide all parties with a timescale for returning to compliance with the Code and the reasonableness of exemptions to the Code during this period may be assessed by the Ombudsman.



Monitoring compliance with the Code

The Ombudsman would like all landlords to have strong local complaint handling and a positive complaint handling culture – resolving complaints earlier and potentially without referral to the Ombudsman extends fairness to the benefit of all residents. This also leads to better services and strengthens relationships with residents.

We will use the duty to monitor compliance to further these aims by supporting better practice and providing opportunities for landlords to demonstrate complaint handling improvements.

Support for improvement will be provided through the Centre for Learning, accessible via our website, which hosts an ever-growing range of tools targeted at complaints handlers, senior managers and governing bodies.

We will monitor compliance in 3 ways. This will involve ensuring that the landlord:

- has scrutinised and challenged its compliance with the Code at its governing body through review of its self-assessment against the Code, its complaints handling performance and its learning from complaints, and published the outcome on its website annually
- complies with the Code in policy
- complies with the Code in practice

Where a landlord does not meet the requirements in any of the areas and does not move into compliance within a reasonable timescale, the Ombudsman may issue a Complaint Handling Failure Order (CHFO). The Ombudsman provides separate guidance on CHFOs on its website.

The Complaint Handling Code

1. Definition of a complaint

1.1. Effective complaint handling enables residents to be heard and understood. The starting point for this is a shared understanding of what constitutes a complaint.

1.2. A complaint must be defined as:

‘an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the landlord, its own staff, or those acting on its behalf, affecting a resident or group of residents.’

1.3. A resident does not have to use the word ‘complaint’ for it to be treated as such. Whenever a resident expresses dissatisfaction landlords must give them the choice to make complaint. A complaint that is submitted via a third party or representative must be handled in line with the landlord’s complaints policy.

1.4. Landlords must recognise the difference between a **service request** and a **complaint**. This must be set out in their complaints policy. A service request is a request from a resident to the landlord requiring action to be taken to put something right. Service requests are not complaints, but must be recorded, monitored and reviewed regularly.

1.5. A complaint must be raised when the resident expresses dissatisfaction with the response to their service request, even if the handling of the service request

remains ongoing. Landlords must not stop their efforts to address the service request if the resident complains.

1.6. An expression of dissatisfaction with services made through a survey is not defined as a complaint, though wherever possible, the person completing the survey should be made aware of how they can pursue a complaint if they wish to. Where landlords ask for wider feedback about their services, they also must provide details of how residents can complain.

2. Exclusions

2.1. Landlords must accept a complaint unless there is a valid reason not to do so. If a landlord decides not to accept a complaint it must be able to evidence its reasoning. Each complaint must be considered on its own merits.

2.2. A complaints policy must set out the circumstances in which a matter will not be considered as a complaint or escalated, and these circumstances must be fair and reasonable to residents. Acceptable exclusions include:

- the issue giving rise to the complaint occurred over 12 months ago
- legal proceedings have started - this is defined as details of the claim, such as the Claim Form and Particulars of Claim, having been filed at court
- matters that have previously been considered under the complaints policy



2.3. A landlord must accept complaints referred to them within 12 months of the issue occurring or the resident becoming aware of the issue unless it is excluded on other grounds. Landlords must consider whether to apply discretion to accept complaints made outside this time limit where there are good reasons to do so.

2.4. If a landlord decides not to accept a complaint, an explanation must be provided to the resident setting out the reasons why the matter is not suitable for the complaints process and the right to take that decision to the Ombudsman. If the Ombudsman does not agree that the exclusion has been fairly applied, the Ombudsman may tell the landlord to take on the complaint.

2.5. A landlord must not take a blanket approach to excluding complaints; it must consider the individual circumstances of each complaint.

3. Accessibility and awareness

3.1. Landlords must make it easy for residents to complain by providing different channels through which they can make a complaint. A landlord must consider its duties under the Equality Act 2010 and anticipate the needs and reasonable adjustments of residents who may need to access the complaints process.

3.2. Residents must be able to raise their complaints in any way and with any member of staff. All staff must be

aware of the complaints process and be able to pass details of the complaint to the appropriate person within the landlord.

3.3. High volumes of complaints must not be seen as a negative, as they can be indicative of a well-publicised and accessible complaints process. Low complaint volumes are potentially a sign that residents are unable to complain.

3.4. A landlord must make its complaints policy available in a clear and accessible format for all residents. This will detail the 2-stage process, what will happen at each stage, and the timeframes for responding. The policy must also be published on the landlord's website.

3.5. The policy must explain how the landlord will publicise details of the complaints policy, including information about the Ombudsman and this Code.

3.6. Landlords must give residents the opportunity to have a representative deal with their complaint on their behalf, and to be represented or accompanied at any meeting with the landlord.

3.7. Landlords must provide residents with information on their right to access the Ombudsman Service and how the individual can engage with the Ombudsman about their complaint.



4. Complaint handling staff

- 4.1. Landlords must have a person or team assigned to take responsibility for complaint handling, including liaison with the Ombudsman and ensuring complaints are reported to the governing body (or equivalent). This Code will refer to that person or team as the 'complaints officer'. This role may be in addition to other duties.
- 4.2. The complaints officer must have access to staff at all levels to facilitate the prompt resolution of complaints. They must also have the authority and autonomy to act to resolve disputes promptly and fairly.
- 4.3. Landlords are expected to prioritise complaint handling and a culture of learning from complaints. All relevant staff must be suitably trained in the importance of complaint handling. It is important that complaints are seen as a core service and must be resourced to handle complaints effectively.

5. The complaint handling process

- 5.1. Landlords must have a single policy in place for dealing with complaints covered by this Code. Residents must not be treated differently if they complain.
- 5.2. The early and local resolution of issues between landlords and residents is key to effective

complaint handling. It is not appropriate to have extra named stages (such as 'stage 0' or 'informal complaint') as this causes unnecessary confusion.

- 5.3. A process with more than 2 stages is not acceptable under any circumstances as this will make the complaint process unduly long and delay access to the Ombudsman.
- 5.4. Where a landlord's complaint response is handled by a third party (such as a contractor or independent adjudicator) at any stage, it must form part of the 2-stage complaints process set out in this Code. Residents must not be expected to go through 2 complaints processes.
- 5.5. Landlords are responsible for ensuring that any third parties handle complaints in line with the Code.
- 5.6. When a complaint is logged at stage 1 or escalated to stage 2, landlords must set out their understanding of the complaint and the outcomes the resident is seeking. The Code will refer to this as "the complaint definition". If any aspect of the complaint is unclear, the resident must be asked for clarification.
- 5.7. When a complaint is acknowledged at either stage, landlords must be clear which aspects of the



complaint they are, and are not, responsible for and clarify any areas where this is not clear.

5.8. At each stage of the complaints process, complaint handlers must:

- a) deal with complaints on their merits, act independently, and have an open mind
- b) give the resident a fair chance to set out their position
- c) take measures to address any actual or perceived conflict of interest
- d) consider all relevant information and evidence carefully

5.9. Where a response to a complaint will fall outside the timescales set out in this Code the landlord must agree with the resident suitable intervals for keeping them informed about their complaint.

5.10. Landlords must make reasonable adjustments for residents where appropriate under the Equality Act 2010. Landlords must keep a record of any reasonable adjustments agreed, as well as a record of any disabilities a resident has disclosed. Any agreed reasonable adjustments must be kept under active review.

5.11. Landlords must not refuse to escalate a complaint through all stages of the complaints procedure unless it has valid reasons to do

so. A landlord must clearly set out these reasons, and it must comply with the provisions set out in section 2 of this Code.

5.12. A full record must be kept of the complaint, and the outcomes at each stage. This must include the original complaint and the date received, all correspondence with the resident, correspondence with other parties, and any relevant supporting documentation such as reports or surveys.

5.13. Landlords must have processes in place to ensure that a complaint can be remedied at any stage of its complaints process. Landlords must ensure that appropriate remedies can be provided at any stage of the complaints process without the need for escalation.

5.14. Landlords must have policies and procedures in place for managing unacceptable behaviour from residents and/or their representatives. Landlords must be able to evidence reasons for putting any restrictions in place and must keep restrictions under regular review.

5.15. Any restrictions placed on contact due to unacceptable behaviour must be proportionate and demonstrate regard for the provisions of the Equality Act 2010.



6. Complaints stages

Stage 1

- 6.1. Landlords must have processes in place to consider which complaints can be responded to as early as possible, and which require further investigation. Landlords must consider factors such as the complexity of the complaint and whether the resident is vulnerable or at risk. Most stage 1 complaints can be resolved promptly, and an explanation, apology or resolution provided to the resident.
- 6.2. Complaints must be acknowledged, defined and logged at stage 1 of the complaints procedure **within 5 working days of the complaint being received.**
- 6.3. Landlords must issue a full response to stage 1 complaints **within 10 working days** of the complaint being acknowledged.
- 6.4. Landlords must decide whether an extension to this timescale is needed when considering the complexity of the complaint and then inform the resident of the expected timescale for response. Any extension must be no more than 10 working days without good reason, and the reason(s) must be clearly explained to the resident.
- 6.5. When an organisation informs a resident about an extension to these timescales, they must be provided with the contact details of the Ombudsman.
- 6.6. A complaint response must be provided to the resident when the answer to the complaint is known, not when the outstanding actions required to address the issue are completed. Outstanding actions must still be tracked and actioned promptly with appropriate updates provided to the resident.
- 6.7. Landlords must address all points raised in the complaint definition and provide clear reasons for any decisions, referencing the relevant policy, law, and good practice where appropriate.
- 6.8. Where residents raise additional complaints during the investigation, these must be incorporated into the stage 1 response if they are related and the stage 1 response has not been issued. Where the stage 1 response has been issued, the new issues are unrelated to the issues already being investigated or it would unreasonably delay the response, the new issues must be logged as a new complaint.
- 6.9. Landlords must confirm the following in writing to the resident at the completion of stage 1 in clear, plain language:
 - a) the complaint stage
 - b) the complaint definition
 - c) the decision on the complaint
 - d) the reasons for any decisions made
 - e) the details of any remedy offered to put things right
 - f) details of any outstanding actions
 - g) details of how to escalate the matter to stage 2 if the individual is not satisfied with the response



Stage 2

- 6.10. If all or part of the complaint is not resolved to the resident's satisfaction at stage 1, it must be progressed to stage 2 of the landlord's procedure. Stage 2 is the landlord's final response.
- 6.11. Requests for stage 2 must be acknowledged, defined and logged at stage 2 of the complaints procedure **within 5 working days of the escalation request being received.**
- 6.12. Residents must not be required to explain their reasons for requesting a stage 2 consideration. Landlords are expected to make reasonable efforts to understand why a resident remains unhappy as part of its stage 2 response.
- 6.13. The person considering the complaint at stage 2 must not be the same person that considered the complaint at stage 1.
- 6.14. Landlords must issue a final response to the stage 2 **within 20 working days** of the complaint being acknowledged.
- 6.15. Landlords must decide whether an extension to this timescale is needed when considering the complexity of the complaint and then inform the resident of the expected timescale for response. Any extension must be no more than 20 working days without good reason, and the reason(s) must be clearly explained to the resident.
- 6.16. When an organisation informs a resident about an extension to these timescales, they must be provided with the contact details of the Ombudsman.
- 6.17. A complaint response must be provided to the resident when the answer to the complaint is known, not when the outstanding actions required to address the issue are completed. Outstanding actions must still be tracked and actioned promptly with appropriate updates provided to the resident.
- 6.18. Landlords must address all points raised in the complaint definition and provide clear reasons for any decisions, referencing the relevant policy, law, and good practice where appropriate.
- 6.19. Landlords must confirm the following in writing to the resident at the completion of stage 2 in clear, plain language:
- the complaint stage
 - the complaint definition
 - the decision on the complaint
 - the reasons for any decisions made
 - the details of any remedy offered to put things right
 - details of any outstanding actions
 - details of how to escalate the matter to the Ombudsman Service if the individual remains dissatisfied
- 6.20. Stage 2 is the landlord's final response and must involve all suitable staff members needed to issue such a response.



7. Putting things right

7.1. Where something has gone wrong a landlord must acknowledge this and set out the actions it has already taken, or intends to take, to put things right. These can include:

- apologising
- acknowledging where things have gone wrong
- providing an explanation, assistance, or reasons
- taking action if there has been delay
- reconsidering or changing a decision
- amending a record, adding a correction, or addendum
- providing a financial remedy
- changing policies, procedures, or practices

7.2. Any remedy offered must reflect the impact on the resident as a result of any fault identified.

7.3. The remedy offer must clearly set out what will happen and by when, in agreement with the resident where appropriate. Any remedy proposed must be followed through to completion.

7.4. Landlords must take account of the guidance issued by the Ombudsman when deciding on appropriate remedies.

8. Self-assessment, reporting, and compliance

8.1. Landlords must produce an Annual Complaints Performance and Service Improvement report for scrutiny and challenge, which must include:

- a) the annual self-assessment against this Code to ensure their complaint handling policy remains in line with its requirements
- b) a qualitative and quantitative analysis of the landlord's complaint handling performance - this must also include a summary of the types of complaints the landlord has refused to accept
- c) any findings of non-compliance with this Code by the Ombudsman;
- d) the service improvements made as a result of the learning from complaints;
- e) any annual report about the landlord's performance from the Ombudsman; and
- f) any other relevant reports or publications produced by the Ombudsman in relation to the work of the landlord.

8.2. The Annual Complaints Performance and Service Improvement report must be reported to the landlord's governing body (or equivalent) and published on the section of its website relating to complaints. The governing body's response to the report must be published alongside this.

8.3. Landlords must also carry out a self-assessment following a significant restructure, merger, and/or change in procedures.

8.4. Landlords may be asked to review and update the self-assessment following an Ombudsman investigation.

8.5. If a landlord is unable to comply with the Code due to exceptional circumstances, such as a cyber incident, it must inform the Ombudsman, provide information to residents who may be affected, and



publish this on its website. Landlords must provide a timescale for returning to compliance with the Code.

9. Scrutiny and oversight: continuous learning and improvement

9.1. Landlords must look beyond the circumstances of the individual complaint and consider whether service improvements can be made as a result of any learning from the complaint.

9.2. A positive complaint handling culture is integral to the effectiveness with which landlords resolve disputes. Landlords must use complaints as a source of intelligence to identify issues and introduce positive changes in service delivery.

9.3. Accountability and transparency are also integral to a positive complaint handling culture. Landlords must report back on wider learning and improvements from complaints to stakeholders, such as residents' panels, staff and relevant committees.

9.4. Landlords must appoint a suitably senior lead person as accountable for its complaint handling. This person must assess any themes or trends to identify potential systemic issues, serious risks, or policies and procedures that require revision.

9.5. In addition to this, a member of the governing body (or equivalent) must be appointed to have lead responsibility for complaints to support a positive complaint handling culture. This person is referred to as the Member Responsible for Complaints (MRC).

9.6. The MRC will be responsible for ensuring the governing body receives regular information on complaints that provides insight on the landlord's complaint handling performance. This person must have access to suitable information and staff to perform this role and report on their findings.

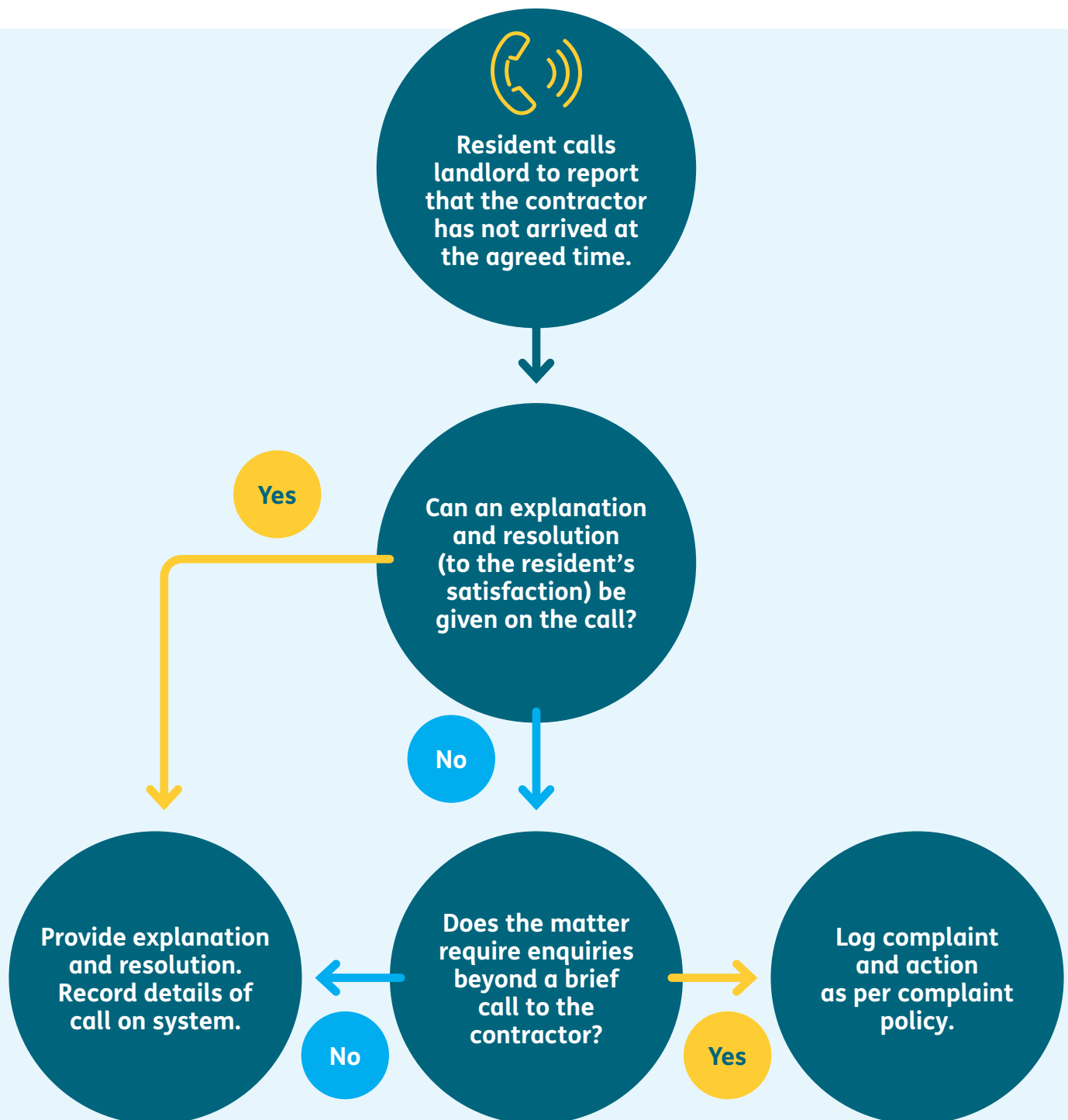
9.7. As a minimum, the MRC and the governing body (or equivalent) must receive:

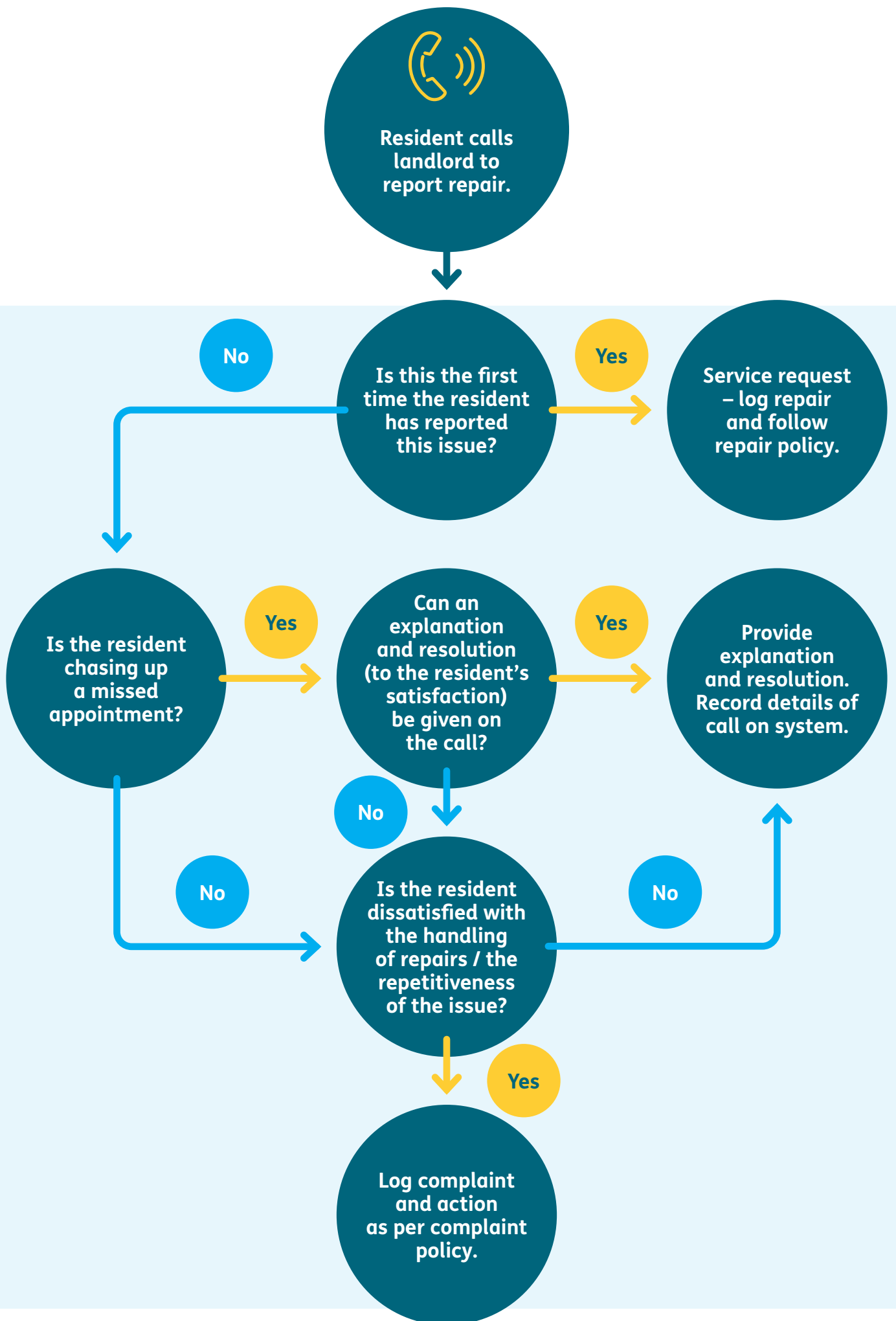
- a) regular updates on the volume, categories and outcomes of complaints, alongside complaint handling performance
- b) regular reviews of issues and trends arising from complaint handling
- c) regular updates on the outcomes of the Ombudsman's investigations and progress made in complying with orders related to severe maladministration findings
- d) the Annual Complaints Performance and Service Improvement report

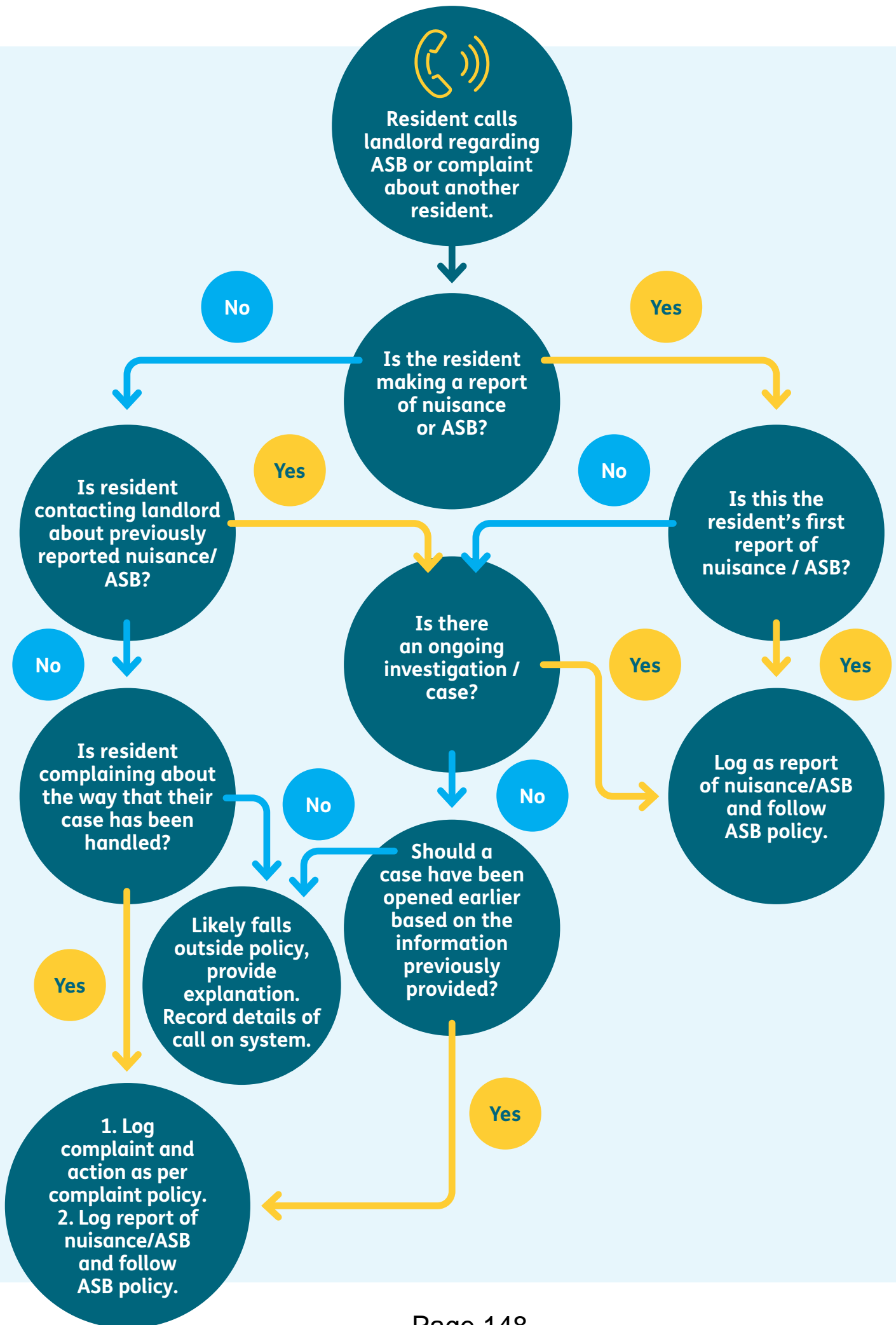
9.8. Landlords must have a standard objective in relation to complaint handling for all relevant employees or third parties that reflects the need to:

- a) have a collaborative and co-operative approach towards resolving complaints, working with colleagues across teams and departments
- b) take collective responsibility for any shortfalls identified through complaints, rather than blaming others
- c) act within the professional standards for engaging with complaints as set by any relevant professional body

Appendix A: Service request or complaint flow charts







Appendix B: Self-assessment form

This self-assessment form should be completed by the complaints officer and it must be reviewed and approved by the landlord's governing body at least annually.

Once approved, landlords must publish the self-assessment as part of the Annual Complaints Performance and Service Improvement report on their website. The governing body's response to the report must be published alongside this.

Landlords are required to complete the self-assessment in full and support all statements with evidence, with additional commentary as necessary.

We recognise that there may be a small number of circumstances where landlords are unable to meet the requirements, for example, if they do not have a website. In these circumstances, we expect landlords to deliver the intentions of the Code in an alternative way, for example by publishing information in a public area so that it is easily accessible.



**Scan here to view the
annual submissions form**



Section 1: Definition of a complaint

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
1.2	<p>A complaint must be defined as: <i>‘an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the landlord, its own staff, or those acting on its behalf, affecting a resident or group of residents.’</i></p>			
1.3	<p>A resident does not have to use the word ‘complaint’ for it to be treated as such. Whenever a resident expresses dissatisfaction landlords must give them the choice to make complaint. A complaint that is submitted via a third party or representative must be handled in line with the landlord’s complaints policy.</p>			
1.4	<p>Landlords must recognise the difference between a service request and a complaint. This must be set out in their complaints policy. A service request is a request from a resident to the landlord requiring action to be taken to put something right. Service requests are not complaints, but must be recorded, monitored and reviewed regularly.</p>			

Section 1: Definition of a complaint

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
1.5	A complaint must be raised when the resident expresses dissatisfaction with the response to their service request, even if the handling of the service request remains ongoing. Landlords must not stop their efforts to address the service request if the resident complains.			
1.6	An expression of dissatisfaction with services made through a survey is not defined as a complaint, though wherever possible, the person completing the survey should be made aware of how they can pursue a complaint if they wish to. Where landlords ask for wider feedback about their services, they also must provide details of how residents can complain.			

Section 2: Exclusions

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
2.1	<p>Landlords must accept a complaint unless there is a valid reason not to do so. If landlords decide not to accept a complaint they must be able to evidence their reasoning. Each complaint must be considered on its own merits</p>			
2.2	<p>A complaints policy must set out the circumstances in which a matter will not be considered as a complaint or escalated, and these circumstances must be fair and reasonable to residents. Acceptable exclusions include:</p> <ul style="list-style-type: none"> • the issue giving rise to the complaint occurred over 12 months ago • legal proceedings have started - this is defined as details of the claim, such as the Claim Form and Particulars of Claim, having been filed at court • matters that have previously been considered under the complaints policy 			

Section 2: Exclusions

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
2.3	Landlords must accept complaints referred to them within 12 months of the issue occurring or the resident becoming aware of the issue, unless they are excluded on other grounds. Landlords must consider whether to apply discretion to accept complaints made outside this time limit where there are good reasons to do so.			
2.4	If a landlord decides not to accept a complaint, an explanation must be provided to the resident setting out the reasons why the matter is not suitable for the complaints process and the right to take that decision to the Ombudsman. If the Ombudsman does not agree that the exclusion has been fairly applied, the Ombudsman may tell the landlord to take on the complaint.			
2.5	Landlords must not take a blanket approach to excluding complaints; they must consider the individual circumstances of each complaint.			

Section 3: Accessibility and awareness

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
3.1	Landlords must make it easy for residents to complain by providing different channels through which they can make a complaint. Landlords must consider their duties under the Equality Act 2010 and anticipate the needs and reasonable adjustments of residents who may need to access the complaints process.			
3.2	Residents must be able to raise their complaints in any way and with any member of staff. All staff must be aware of the complaints process and be able to pass details of the complaint to the appropriate person within the landlord.			
3.3	High volumes of complaints must not be seen as a negative, as they can be indicative of a well-publicised and accessible complaints process. Low complaint volumes are potentially a sign that residents are unable to complain.			

Section 3: Accessibility and awareness

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
3.4	Landlords must make their complaint policy available in a clear and accessible format for all residents. This will detail the 2-stage process, what will happen at each stage, and the timeframes for responding. The policy must also be published on the landlord's website.			
3.5	The policy must explain how the landlord will publicise details of the complaints policy, including information about the Ombudsman and this Code.			
3.6	Landlords must give residents the opportunity to have a representative deal with their complaint on their behalf, and to be represented or accompanied at any meeting with the landlord.			
3.7	Landlords must provide residents with information on their right to access the Ombudsman service and how the individual can engage with the Ombudsman about their complaint.			

Section 4: Complaint handling staff

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
4.1	<p>Landlords must have a person or team assigned to take responsibility for complaint handling, including liaison with the Ombudsman and ensuring complaints are reported to the governing body (or equivalent). This Code will refer to that person or team as the ‘complaints officer’. This role may be in addition to other duties.</p>			
4.2	<p>The complaints officer must have access to staff at all levels to facilitate the prompt resolution of complaints. They must also have the authority and autonomy to act to resolve disputes promptly and fairly.</p>			
4.3	<p>Landlords are expected to prioritise complaint handling and a culture of learning from complaints. All relevant staff must be suitably trained in the importance of complaint handling. It is important that complaints are seen as a core service and must be resourced to handle complaints effectively.</p>			

Section 5: The complaint handling process

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
5.1	Landlords must have a single policy in place for dealing with complaints covered by this Code. Residents must not be treated differently if they complain.			
5.2	The early and local resolution of issues between landlords and residents is key to effective complaint handling. It is not appropriate to have extra named stages (such as 'stage 0' or 'informal complaint') as this causes unnecessary confusion.			
5.3	A process with more than 2 stages is not acceptable under any circumstances as this will make the complaint process unduly long and delay access to the Ombudsman.			
5.4	Where a landlord's complaint response is handled by a third party (such as a contractor or independent adjudicator) at any stage, it must form part of the 2-stage complaints process set out in this Code. Residents must not be expected to go through 2 complaints processes.			

Section 5: The complaint handling process

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
5.5	Landlords are responsible for ensuring that any third parties handle complaints in line with the Code.			
5.6	When a complaint is logged at stage 1 or escalated to stage 2, landlords must set out their understanding of the complaint and the outcomes the resident is seeking. The Code will refer to this as “the complaint definition”. If any aspect of the complaint is unclear, the resident must be asked for clarification.			
5.7	When a complaint is acknowledged at either stage, landlords must be clear which aspects of the complaint they are, and are not, responsible for and clarify any areas where this is not clear.			

Section 5: The complaint handling process

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
5.8	<p>At each stage of the complaints process, complaint handlers must:</p> <ul style="list-style-type: none"> a. deal with complaints on their merits, act independently, and have an open mind b. give the resident a fair chance to set out their position c. take measures to address any actual or perceived conflict of interest d. consider all relevant information and evidence carefully 			
5.9	<p>Where a response to a complaint will fall outside the timescales set out in this Code, the landlord must agree with the resident suitable intervals for keeping them informed about their complaint.</p>			

Section 5: The complaint handling process

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
5.10	Landlords must make reasonable adjustments for residents where appropriate under the Equality Act 2010. Landlords must keep a record of any reasonable adjustments agreed, as well as a record of any disabilities a resident has disclosed. Any agreed reasonable adjustments must be kept under active review.			
5.11	Landlords must not refuse to escalate a complaint through all stages of the complaints procedure unless it has valid reasons to do so. Landlords must clearly set out these reasons, and they must comply with the provisions set out in section 2 of this Code.			
5.12	A full record must be kept of the complaint, and the outcomes at each stage. This must include the original complaint and the date received, all correspondence with the resident, correspondence with other parties, and any relevant supporting documentation such as reports or surveys.			

Section 5: The complaint handling process

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
5.13	Landlords must have processes in place to ensure a complaint can be remedied at any stage of its complaints process. Landlords must ensure appropriate remedies can be provided at any stage of the complaints process without the need for escalation.			
5.14	Landlords must have policies and procedures in place for managing unacceptable behaviour from residents and/or their representatives. Landlords must be able to evidence reasons for putting any restrictions in place and must keep restrictions under regular review.			
5.15	Any restrictions placed on contact due to unacceptable behaviour must be proportionate and demonstrate regard for the provisions of the Equality Act 2010.			

Section 6: Complaints stages

Stage 1

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
6.1	Landlords must have processes in place to consider which complaints can be responded to as early as possible, and which require further investigation. Landlords must consider factors such as the complexity of the complaint and whether the resident is vulnerable or at risk. Most stage 1 complaints can be resolved promptly, and an explanation, apology or resolution provided to the resident.			
6.2	Complaints must be acknowledged, defined and logged at stage 1 of the complaints procedure within 5 working days of the complaint being received.			
6.3	Landlords must issue a full response to stage 1 complaints within 10 working days of the complaint being acknowledged.			

Section 6: Complaints stages

Stage 1

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
6.4	Landlords must decide whether an extension to this timescale is needed when considering the complexity of the complaint and then inform the resident of the expected timescale for response. Any extension must be no more than 10 working days without good reason, and the reason(s) must be clearly explained to the resident.			
6.5	When an organisation informs a resident about an extension to these timescales, they must be provided with the contact details of the Ombudsman.			
6.6	A complaint response must be provided to the resident when the answer to the complaint is known, not when the outstanding actions required to address the issue are completed. Outstanding actions must still be tracked and actioned promptly with appropriate updates provided to the resident.			
6.7	Landlords must address all points raised in the complaint definition and provide clear reasons for any decisions, referencing the relevant policy, law, and good practice where appropriate.			

Section 6: Complaints stages

Stage 1

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
6.8	<p>Where residents raise additional complaints during the investigation, these must be incorporated into the stage 1 response if they are related and the stage 1 response has not been issued. Where the stage 1 response has been issued, the new issues are unrelated to the issues already being investigated or it would unreasonably delay the response, the new issues must be logged as a new complaint.</p>			
6.9	<p>Landlords must confirm the following in writing to the resident at the completion of stage 1 in clear, plain language:</p> <ul style="list-style-type: none"> a. the complaint stage b. the complaint definition c. the decision on the complaint d. the reasons for any decisions made e. the details of any remedy offered to put things right f. details of any outstanding actions g. details of how to escalate the matter to stage 2 if the individual is not satisfied with the response 			

Section 6: Complaints stages

Stage 2

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
6.10	If all or part of the complaint is not resolved to the resident’s satisfaction at stage 1, it must be progressed to stage 2 of the landlord’s procedure. Stage 2 is the landlord’s final response.			
6.11	Requests for stage 2 must be acknowledged, defined and logged at stage 2 of the complaints procedure within 5 working days of the escalation request being received.			
6.12	Residents must not be required to explain their reasons for requesting a stage 2 consideration. Landlords are expected to make reasonable efforts to understand why a resident remains unhappy as part of its stage 2 response.			
6.13	The person considering the complaint at stage 2 must not be the same person that considered the complaint at stage 1.			

Section 6: Complaints stages

Stage 2

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
6.14	Landlords must issue a final response to the stage 2 within 20 working days of the complaint being acknowledged.			
6.15	Landlords must decide whether an extension to this timescale is needed when considering the complexity of the complaint and then inform the resident of the expected timescale for response. Any extension must be no more than 20 working days without good reason, and the reason(s) must be clearly explained to the resident.			
6.16	When an organisation informs a resident about an extension to these timescales, they must be provided with the contact details of the Ombudsman.			
6.17	A complaint response must be provided to the resident when the answer to the complaint is known, not when the outstanding actions required to address the issue are completed. Outstanding actions must still be tracked and actioned promptly with appropriate updates provided to the resident.			

Section 6: Complaints stages

Stage 2

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
6.18	Landlords must address all points raised in the complaint definition and provide clear reasons for any decisions, referencing the relevant policy, law, and good practice where appropriate.			
6.19	<p>Landlords must confirm the following in writing to the resident at the completion of stage 2 in clear, plain language:</p> <ul style="list-style-type: none"> a. the complaint stage b. the complaint definition c. the decision on the complaint d. the reasons for any decisions made e. the details of any remedy offered to put things right f. details of any outstanding actions g. details of how to escalate the matter to the Ombudsman Service if the individual remains dissatisfied 			
6.20	Stage 2 is the landlord's final response and must involve all suitable staff members needed to issue such a response.			

Section 7: Putting things right

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
7.1	<p>Where something has gone wrong a landlord must acknowledge this and set out the actions it has already taken, or intends to take, to put things right. These can include:</p> <ul style="list-style-type: none"> • apologising • acknowledging where things have gone wrong • providing an explanation, assistance, or reasons • taking action if there has been delay • reconsidering or changing a decision • amending a record or adding a correction or addendum • providing a financial remedy • changing policies, procedures, or practices 			

Section 7: Putting things right

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
7.2	Any remedy offered must reflect the impact on the resident as a result of any fault identified.			
7.3	The remedy offer must clearly set out what will happen and by when, in agreement with the resident where appropriate. Any remedy proposed must be followed through to completion.			
7.4	Landlords must take account of the guidance issued by the Ombudsman when deciding on appropriate remedies.			

Section 8: Self-assessment, reporting, and compliance

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
8.1	<p>Landlords must produce an Annual Complaints Performance and Service Improvement report for scrutiny and challenge, which must include:</p> <ul style="list-style-type: none"> a. the annual self-assessment against this Code to ensure their complaint handling policy remains in line with its requirements b. a qualitative and quantitative analysis of the landlord's complaint handling performance - this must also include a summary of the types of complaints the landlord has refused to accept c. any findings of non-compliance with this Code by the Ombudsman d. the service improvements made as a result of the learning from complaints e. any annual report about the landlord's performance from the Ombudsman f. any other relevant reports or publications produced by the Ombudsman in relation to the work of the landlord 			

Section 8: Self-assessment, reporting, and compliance

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
8.2	The Annual Complaints Performance and Service Improvement report must be reported to the landlord's governing body (or equivalent) and published on the on the section of its website relating to complaints. The governing body's response to the report must be published alongside this.			
8.3	Landlords must also carry out a self-assessment following a significant restructure, merger and/or change in procedures.			
8.4	Landlords may be asked to review and update the self-assessment following an Ombudsman investigation.			
8.5	If a landlord is unable to comply with the Code due to exceptional circumstances, such as a cyber incident, they must inform the Ombudsman, provide information to residents who may be affected, and publish this on their website Landlords must provide a timescale for returning to compliance with the Code.			

Section 9: Scrutiny and oversight: continuous learning and improvement

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
9.1	Landlords must look beyond the circumstances of the individual complaint and consider whether service improvements can be made as a result of any learning from the complaint.			
9.2	A positive complaint handling culture is integral to the effectiveness with which landlords resolve disputes. Landlords must use complaints as a source of intelligence to identify issues and introduce positive changes in service delivery.			
9.3	Accountability and transparency are also integral to a positive complaint handling culture. Landlords must report back on wider learning and improvements from complaints to stakeholders, such as residents' panels, staff and relevant committees.			

Section 9: Scrutiny and oversight: continuous learning and improvement

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
9.4	Landlords must appoint a suitably senior lead person as accountable for their complaint handling. This person must assess any themes or trends to identify potential systemic issues, serious risks, or policies and procedures that require revision.			
9.5	In addition to this a member of the governing body (or equivalent) must be appointed to have lead responsibility for complaints to support a positive complaint handling culture. This person is referred to as the Member Responsible for Complaints (MRC).			
9.6	The MRC will be responsible for ensuring the governing body receives regular information on complaints that provides insight on the landlord's complaint handling performance. This person must have access to suitable information and staff to perform this role and report on their findings.			

Section 9: Scrutiny and oversight: continuous learning and improvement

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
9.7	<p>As a minimum, the MRC and the governing body (or equivalent) must receive:</p> <ul style="list-style-type: none"> a. regular updates on the volume, categories and outcomes of complaints, alongside complaint handling performance b. regular reviews of issues and trends arising from complaint handling c. regular updates on the outcomes of the Ombudsman's investigations and progress made in complying with orders related to severe maladministration finding d. Annual Complaints Performance and Service Improvement report. 			

Section 9: Scrutiny and oversight: continuous learning and improvement

Code provision	Code requirement	Comply: Yes/No	Evidence	Commentary/ explanation
9.8	<p>Landlords must have a standard objective in relation to complaint handling for all relevant employees or third parties that reflects the need to:</p> <ul style="list-style-type: none"> a. have a collaborative and co-operative approach towards resolving complaints, working with colleagues across teams and departments b. take collective responsibility for any shortfalls identified through complaints, rather than blaming others c. act within the professional standards for engaging with complaints as set by any relevant professional body 			

Housing Ombudsman Service

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HOUSING COMPLAINTS STATISTICS (BARBICAN)

2024 / 25: QUARTERS 1 & 2

Q1:

6 STAGE 1 COMPLAINTS RECEIVED

2 STAGE 2 COMPLAINTS RECEIVED

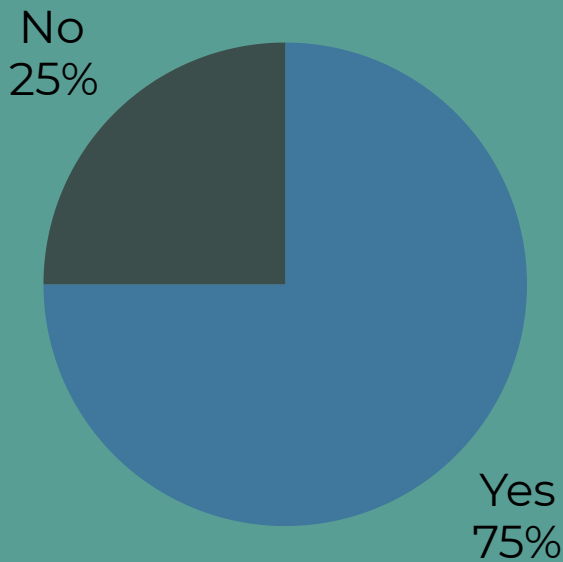
Q2:

6 STAGE 1 COMPLAINTS RECEIVED

0 STAGE 2 COMPLAINTS RECEIVED

ACKNOWLEDGED IN 5 WORKING DAYS:

Q1:

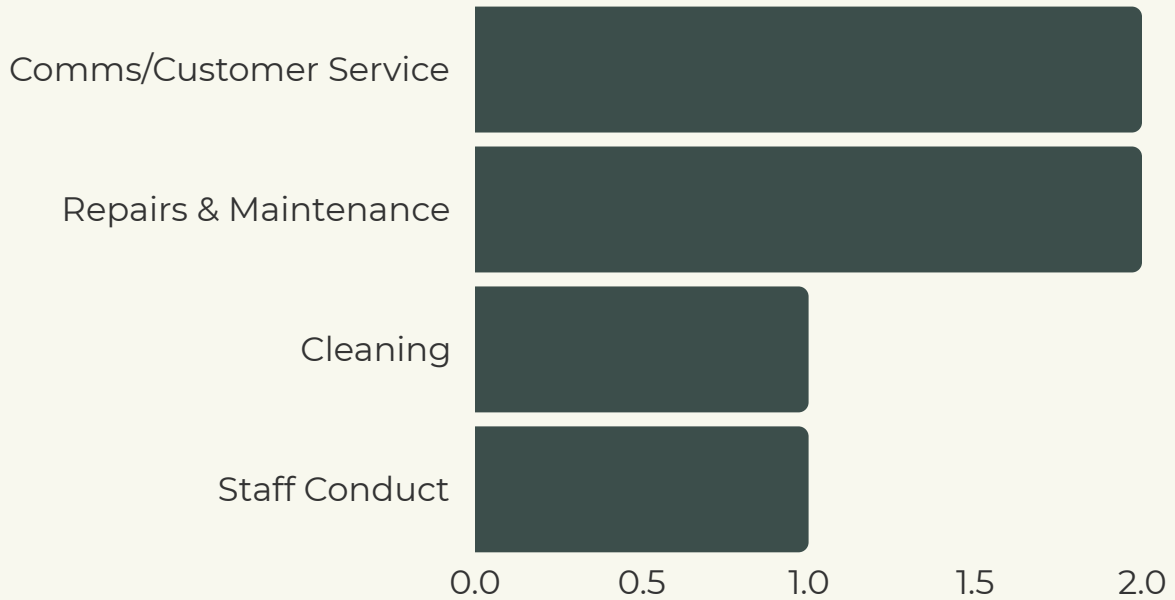


Q2:



QUARTER 1:

Reasons for Complaints (Stages 1 & 2):

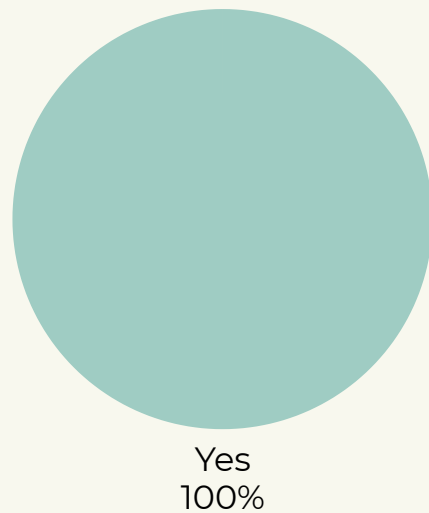


Stage 1 Complaints Responded to within 10 Working Days:



All extensions within Housing Ombudsman's 10 working day limit and communicated with residents

Stage 2 Complaints Responded to within 20 Working Days:



Compensation Paid (Stages 1 & 2):

£0

QUARTER 1:

Outcomes of Complaints:

Stage 1:

Upheld	67%
Partially Upheld	33%
Not Upheld	0%

Stage 2:

Upheld	50%
Partially Upheld	50%
Not Upheld	0%

Feedback Following Complaint Response:

Stage 1:

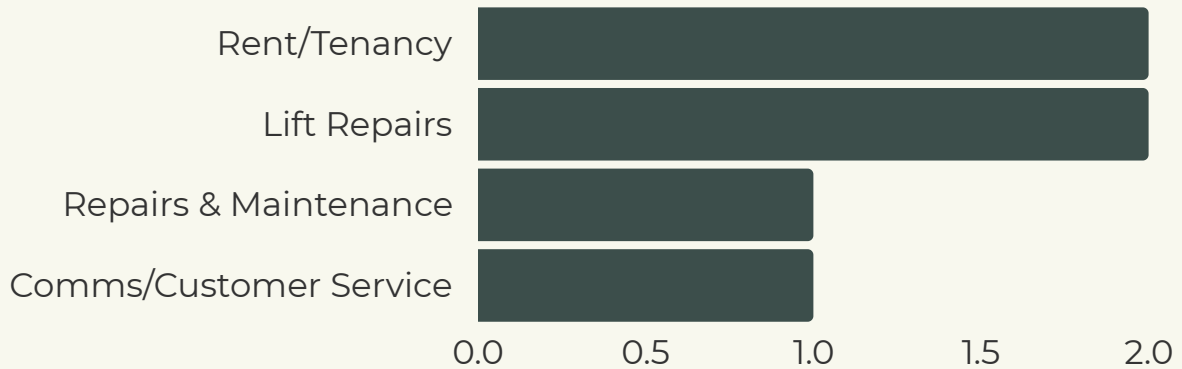
No Response	83%
Escalated to Stage 2	17%

Stage 2:

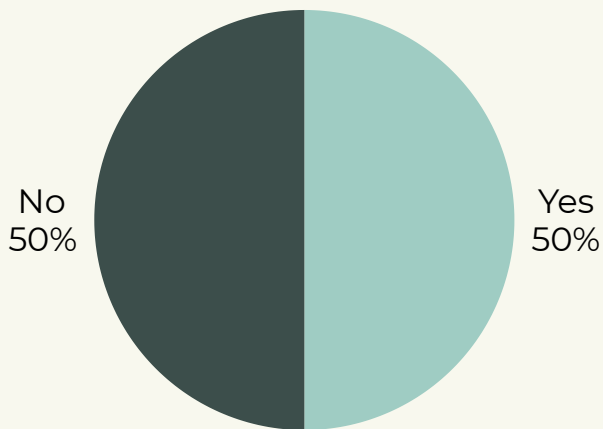
No Response	50%
Satisfied	50%

QUARTER 2:

Reasons for Complaints (Stages 1 & 2):



Stage 1 Complaints Responded to within 10 Working Days:



All extensions within Housing Ombudsman's 10 working day limit and communicated with residents

Stage 2 Complaints Responded to within 20 Working Days:

N/A - no stage 2 complaints received during Q2

Compensation Paid (Stages 1 & 2):

£0

Outcomes of Complaints:

Stage 1:

Upheld	17%
Partially Upheld	50%
Not Upheld	33%

Feedback Following Complaint Response:

Stage 1:

No Response	60%
Ongoing Comms	40%

HOUSING OMBUDSMAN SERVICE (HOS) REQUESTS:

QUARTER 1:

2

NEW QUEUE STAGE HOS REQUESTS RECIEVED

QUARTER 2:

2

NEW INVESTIGATION STAGE HOS REQUESTS RECIEVED FOLLOWING QUEUE STAGE (THESE ARE CURRENTLY AWAITING THE NEXT STAGE FROM THE HOS)

Reasons for Complaints:

HOS complaints often span across several categories and the HOS always investigates the landlord's complaint handling

Concerns raised in these complaints included:

- Water Ingress
- Damp & Mould
- Estate Services
- Delays

We are yet to have received determinations on these complaints. Determinations and findings will be reported at future meetings.

Q1 & Q2 COMPLIMENTS

Staff Name	Compliment
Emily Grant	<p>“Just a big thank you for the regular updates about what’s going on around the Barbican Estate. Very informative and much appreciated by us.”</p>
Dan Sanders	<p>Re. Graffiti: “I’m impressed by the speed and effectiveness of the clean up operation. Many thanks. “</p> <p>“Thank you for supporting us in this matter. I went there and the place looks spotless. Really appreciate it.”</p>
Dan Sanders & Team	<p>“Just a note to say BIG THANK YOU for taking on the role and for looking after our Estate that we really love.</p> <p>Having grown up here since 1994, it is good to see this message coming across. I know many other residents are feeling very happy with how you handled this issue. I met Dan Castle recently and I know that you all plan to take care of the Estate and we very much appreciate it all. Not an easy task!”</p>

Q1 COMPLIMENTS

Staff Name	Compliment
Dan Sanders	“Firstly, many thanks for the breath of fresh air and disciplined approach you have brought to the BEO during your short tenure. It’s very much appreciated!”
Michael Bailey and Luis Alfonso Simon Oliva	“ Really happy with the service from Luis helping me sort out a store (also the gentleman on the desk when I picked up the keys).”
Dan Castle	“I would like to say that I am grateful for the attentive, full and helpful way in which my complaint has been handled by Daniel Castle and your team and for the information that has been disclosed. “
Dan Sanders	Re Governance Review: “I am very grateful for your hard work in carrying out the background soundings with a wide range of people to help to identify the levels of confusion.”

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City of London Corporation Committee Report

Committee(s): Barbican Residential Consultation Committee: For Information Barbican Residential Committee: For Information	Dated: 25/11/2024 09/12/2024
Subject: Blake Tower	Public report: For Information
This proposal: <ul style="list-style-type: none"> • provides statutory duties 	Providing Excellent Services
Does this proposal require extra revenue and/or capital spending?	Within existing resources
If so, how much?	£ N/A
What is the source of Funding?	N/A
Has this Funding Source been agreed with the Chamberlain’s Department?	Yes
Report of:	Judith Finlay, Executive Director Community and Children’s Services Rachel Pye, Assistant Director of Public Protection
Report author:	Judith Finlay, Executive Director Community and Children’s Services Rachel Pye, Assistant Director of Public Protection

Summary

Blake Tower comprises 74 private leasehold flats spread across 17 floors (including two floors below street level). The Corporation owns the freehold of the building and Redrow Homes Limited, the developer, has a 150-year lease. The managing agent for the development is James Andrew Residential Limited (JAR).

The purpose of this briefing note is to provide the Committee with background information relating to Blake Tower and to set out the Corporation’s actions to date.

Recommendation(s)

Members are asked to:

- Note the report.

Main Report

Background

1. Blake Tower is a residential block within the Barbican estate. The Corporation owns the freehold of the building and Redrow Homes Limited, the developer, has a 150-year lease. It was intended that Blake Tower would ultimately be managed by the Corporation (through the Barbican Estate Office). The Corporation entered into a deed of surrender that obliged it to take back the Redrow lease either:
 - 30 months after the date of Practical Completion of the second phase of the development or,
 - two years after the sale of the last of the units by way of an underlease.
2. Practical Completion of the second phase of the development was issued on 18 April 2017 and 30 months from then gave a date for completion of 18 October 2019.
3. The Corporation are ready to assume responsibility for the transfer, but Redrow have not progressed this as yet. For some time, there has been considerable resident dissatisfaction and concern about progress in resolving issues at Blake Tower.
4. As part of its role and responsibilities as a local authority (entirely separate from the Corporation's contractual relationship with Redrow), as part of the Building Safety Programme the Environmental Health Team has issued an Improvement notice under the Housing Act 2004 using the Housing Health and Safety Rating System (HHSRS) to assess the risk associated with fire safety (12th December 2023). The Improvement Notice sets out the fire safety problems associated with the block and the works needed to remedy them with a reasonable time for starting and completing the works.

Current Position

1. Residents and Corporation officers continue to have concerns over the safety and quality of works undertaken.
2. The Corporation has been liaising with Redrow, its management agent (JAR) and residents of the Blake Tower Residents Association (BTRA) to try and bring this matter to a satisfactory conclusion. This matter is receiving high political attention with regular briefings and discussions with the Chairman of Policy and Resources (CPR) and relevant members. The CPR has written to MHCLG to highlight concerns.

3. The Corporation has invested effort and resources to move this matter forward including:
 - Commissioning specialist surveys on the communal areas and a sample number of flats to assess the standard and quality of the construction works and the safety of the building. These surveys include condition surveys and specific and intrusive fire stopping/compartimentation surveys.
 - Appointing an expert to oversee the work being undertaken by Redrow.
 - Appointing a specialist legal advisor, Fieldfisher, to advise us on the options available to us through the Development Agreement with Redrow including, serving formal notices of defects to Redrow.
 - Regularly communicating with BTRA and with Redrow to ensure that we understand the resident perspective and that Redrow undertake the necessary remedial works.
4. The Housing Act 2004 Improvement Notice sets out the fire safety problems associated with the block and the works needed to remedy them with a reasonable time for starting and completing the works. There are two different dates for completion of works, depending on the nature of the works, the shortest being 12 months (by February 2025) and the longest being 24 months (by February 2026). The works required by the Improvement Notice seek to reduce the risk associated with fire to a satisfactory level and does not seek to remove all alleged fire safety defects or works that may or may not have been subject to Building Regulations at the time of conversion.
5. Redrow's contractors undertook intrusive survey work in four flats over August. The work was observed by Savill's and Corporation Environmental Health officers. The residents commissioned their own experts at the same time. The BTRA have shared a summary of their expert findings with the Corporation. Redrow have shared a summary of their fire experts report but despite requests, officers have not yet received full survey information from Redrow. That position is being challenged through the City's enforcement role.
6. Redrow have commenced works starting on 4th November to address a July 2024 Type 2 FRA (Fire Risk Assessment). Residents have raised concerns regarding the works being undertaken in a "piecemeal fashion", citing inaccurate documents and without the conclusion of Type 4 FRA (a destructive inspection both in relation to common parts and to a sample of flats), which has is being undertaken in November. The purpose of the Type 4 FRA is to inform whether a supported temporary simultaneous evacuation strategy should be put in place due to the compromised compartmentation works, which was requested by the Corporation in relation to their Enforcement role.
7. Savill's, working on behalf of the Corporation, will be present and review the continuing Redrow survey and remedial works undertaken against Type 2 and 4 FRA 's.
8. On 16th October LFB were notified (an automated notification via the detection system in the development) of a potential fire incident and responded

appropriately deploying their high-rise protocol. The City enforcement colleagues reviewed the matter and fed back to Redrow on an issue relating to studio flats having been connected in error to the communal alarm system. Works are underway to reconfigure the detection system in the studio flats.

9. The Merger with Barratt Homes has now taken place. The formal name is now Barratt Redrow. Redrow advise that that the merger will not affect their plans.

Enforcement Notice

10. The Corporation is receiving regular updates on progress with the works required by the Housing Act 2004, Improvement Notice. Some works have already been completed and most are in progress. The further flat investigations that were undertaken in the summer will be pivotal to understanding the extent of works for issues such as compartmentation, sprinkler pipework, etc. Although Redrow have released one of their expert reports, others appear yet to be shared with the Corporation. Given the length of time it has taken to prepare these reports, further action has been taken to compel Redrow to release all pertinent documentation in relation to the August 2024 flat investigations.
11. Officers are closely monitoring the situation, and should any information come to light that confirms that the current evacuation strategy is no longer viable, then action will be taken to compel the instigation of an interim, suitably supported temporary simultaneous evacuation strategy.
12. Officers are in regular contact with colleagues in the LFB about this block and they have in turn confirmed that without a Fire Risk Assessment in place that confirms the need for an interim temporary simultaneous evacuation strategy the LFB would not be able to enforce this.
13. Although Officers believe that the works being undertaken by Miller Knight on behalf of Redrow will help reduce the fire risk at the development, Officers have set out their concerns over the scope and resident engagement in relation to the works.
14. Redrow had committed to trying to do works in a manner that meant that works would be, where possible grouped to minimise disturbance to residents and done in a manner that fully engaged the residents. The current Miller Knight programme requires more planning to achieve that aim and to do a significant level of work that would see further compliance with the Corporation's Improvement Notice as well as their own identified works.
15. With these issues highlighted, Redrow have carried out and continue to commission works to comply with the requirements of the Improvement Notice,

such as improving the fire detection within the studio flats at the development (though this has initially been carried out incorrectly), improving fire evacuation directional signage, installing wayfinding signage, putting in place management protocols to deal with issues such as battery operated bicycles, ensuring the main sliding doors open effectively in the event of a fire, putting in place protocols to see the external element of the fire escape stair kept free from slip hazards, submitting a pre-planning application to deal with the wintergardens opening onto the escape stair, etc. The quality and relevance of the works carried out is closely monitored by officers of the Corporation.

Options

16. The Corporation continues to review options and the approach, engaging with BTRA and Redrow to inform the strategy going forward.

Proposals

17. The Committee is asked to note the commitment of the Corporation in holding Redrow to account for resolving the quality and safety deficiencies currently evident at Blake Tower.

Key Data

1. We are awaiting information from Redrow to inform their next steps, which will in turn inform how the Corporation responds in relation to its enforcement role.

Corporate & Strategic Implications

2. Progressing work outlined in this paper will contribute to the corporate plan's intention to provide excellent services.

Financial Implications

3. There are no additional Financial implications arising from this report.

Resource Implications

4. There are no additional resource implications arising from this report.

Legal Implications

5. Legal advice, including specialist legal advice from Fieldfisher, supports the current approach and work programme.

Risk Implications

6. The work underway seeks to reduce the risk arising from the issues identified in relation to Blake Tower.

Equalities Implications

7. The work undertaken will have neutral or positive benefits for residents of Blake Tower.

Climate Implications

8. Any work undertaken will be delivered by Barratt Redrow's contractors.

Security Implications

9. None

Conclusion

10. Whilst the Corporation is prepared for the transfer of the management of Blake Tower, this has not progressed due to outstanding issues with the quality of the development works and associated resident dissatisfaction. Redrow will commission a contractor to provide the necessary documentation but are currently not suggesting a timescale for this work.

11. Obtaining and reviewing the survey works, and associated improvement plan are key in assessing Redrow's future commitment to resolving this challenge. We have requested an update from Fieldfisher on our strategy in light of Redrow's current approach.

12. Despite recent concerns and issues, progress is being made in relation to the Corporation's enforcement intervention under the Housing Act 2004.

Appendices

None.

Judith Finlay

Executive Director Community and Children's Services.

Department of Community and Children's Services

E: Judith.finlay@cityoflondon.gov.uk

Rachel Pye

Assistant Director of Public Protection.

Environment Department

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

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