



## Barbican Estate Residents Consultation Committee

**Date:** MONDAY, 25 NOVEMBER 2024

**Time:** 6.30 pm

**Venue:** COMMITTEE ROOMS, 2ND FLOOR, WEST WING, GUILDHALL

**Members:**

Sandra Jenner - Defoe House (Chairman)	David Lawrence - Lauderdale Tower
Jim Durcan - Andrewes House (Deputy Chairman)	Jane Smith - Seddon House
Adam Hogg - Chairman of the Barbican Association	Sandy Wilson - Shakespeare Tower
Graham Wallace - Andrewes House	Rodney Jagelman - Thomas More House
Fiona Lean - Ben Jonson House	Mary Bonar - Wallside
Andrew Tong - Brandon Mews	Petre Reid - Willoughby House
Andy Hope - Breton House	Sally Spensley - Frobisher Crescent
John Taysum - Bryer Court	Frits van Kempen - Speed House
Gordon Griffiths - Bunyan Court	Claire Hersey - Lambert Mews
Helen Hudson - Defoe House	Lucy Sisman - Cromwell Tower (Deputy Chairman)
Dave Taylor - Gilbert House	Monique Long - Mountjoy House
Miranda Quinney - John Trundle House	

**Enquiries:** **Rhys Campbell**  
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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 agree the minutes of the Barbican Residents' Consultation Committee (RCC) held on 2 September 2024.

**For Decision**  
(Pages 5 - 16)

4. **WORKING PARTY UPDATES**

To receive the minutes and reports of the various working parties.

**For Information**

- a) Garden Advisory Group (Pages 17 - 26)
- b) Service Level Agreement Working Party (Pages 27 - 28)
- c) Service Charge Working Party (Pages 29 - 30)
- d) Climate and Zero Carbon Working Party (To Follow)
- e) Asset Maintenance Working Party (To Follow)

5. **OUTSTANDING ACTIONS**

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

**For Information**  
(Pages 31 - 34)

6. **SERVICE CHARGE OUTTURN REPORT**

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

**For Information**  
(Pages 35 - 46)

7. **PURCHASE POWER AGREEMENT**

Report of the City Surevyor.

**For Information**  
(Pages 47 - 50)

8. **PROPOSED HEATING STUDY**

Report of the City Surveyor.

**For Information**  
(Pages 51 - 54)

9. **BARBICAN WINDOWS**

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

**For Information**  
(Pages 55 - 66)

10. **LIFT SCREENS**

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

**For Information**  
(Pages 67 - 108)

11. **OMBUDSMAN CHOICE FOR BARBICAN RESIDENTS**

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

**For Information**  
(Pages 109 - 184)

12. **BLAKE TOWER**

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

**For Information**  
(Pages 185 - 190)

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

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

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## **BARBICAN ESTATE RESIDENTS CONSULTATION COMMITTEE Monday, 2 September 2024**

Minutes of the meeting of the Barbican Estate Residents Consultation Committee held at Committee Rooms, 2nd Floor, West Wing, Guildhall on Monday, 2 September 2024 at 6.30 pm

### **Present**

#### **Members:**

Sandra Jenner - (Chair)	Andy Hope - Breton House
Lucy Sisman - (Deputy Chair)	Helen Hudson - Defoe House
Jane Smith - Seddon House	Dave Taylor - Gilbert House
Roy Sully - Shakespeare Tower	Rodney Jagelman - Thomas More House
David Lawrence - Lauderdale Tower	Monique Long - Mountjoy House
Adam Hogg - Chair, Barbican Association	Petre Reid – Willoughby House
Fiona Lean - Ben Jonson House	Claire Hersey – Lambert Mews
Fritz van Kempen – Speed House	Gordon Griffiths – Bunyan Court
	Graham Wallace – Andrewes House

### **In attendance**

Anne Corbett – Deputy Chair, Barbican Residential Committee  
Deputy Randall Anderson – Aldersgate Ward Member  
Michael Gwyther-Jones – Head of Services, Community and Children’s Services  
Tam Pollard – Chair, Asset Maintenance Working Party  
Sandy Wilson – Shakespeare Tower  
Sally Spensley – Forbisher Crescent  
Andrew Tong – Brandon Mews  
Dave Taylor – Gilbert House  
Edward Reilly

### **Officers:**

Judith Finlay	- Executive Director, Community and Children’s Services
Dan Sanders	- Assistant Director, Barbican Estate
Rhys Campbell	- Town Clerk’s Department

### **1. APOLOGIES**

Apologies were received from the Deputy Chair (Jim Durcan), John Taysum, Monique Long and Fiona Lean. Both Monique and Fiona have sent representatives for this meeting with Stuart Lynas representing Mountjoy House and Helen Hulson representing Ben Jonson House.

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

There were no declarations.

### 3. MINUTES

RESOLVED, that – the public minutes from previous meeting held on 24 June 2024 be approved as a correct record subject to the following amendments:

- Page 7 under the subheading ‘Brandon Mews Canopy’ to replace “Andrews House” with “Brandon Mews”
- Paragraph 6.1, ‘Major Works Programme’, to be replaced with ‘Major Works Programme – Redecorations Project’.
- Page 9, 7a) delete phrase in square brackets

#### **Matters Arising**

- Regarding the Barbican Highwalks, the Assistant Director agreed to confirm the source of the £50k contribution and inform Members at the next meeting since there was still some confusion over the source of funding as well as which party was responsible for its overall maintenance.
- The Assistant Director also agreed to liaise with the property services team and provide a further update regarding the planned maintenance work carried out on the Lambert Jones roof at the next meeting.
- Whilst there was no update available for the audit of invoices for the balconies situated on Ben Jonson House, the Assistant Director advised Members that once the audit had been finalised then he would be in position to provide the Committee with further information.
- The Assistant Director confirmed that it was the template for registering expiring contracts, which was used for the car parking working party group, that would be used to create the register of contracts.
- The representative of Willoughby House advised the Committee that they were still not satisfied with the redecoration work carried out and wanted to know how the final cost would reflect their dissatisfaction. The Assistant Director confirming that the BEO were in the process of quantifying what work was needed to be redone to Willoughby House, Speed House, Cromwell Tower and Ben Jonson House and the associated costs due to this. A report detailing the funding options would then be brought to the next meeting.

### 4. WORKING PARTY UPDATES

The Committee received the following updates from the Working Parties:

#### 4.1 **Service Level Agreement Working Party**

Regarding the report on repairs orders in Q1 which had been provided to the Working Party the Assistant Director explained that this should not have been

circulated as was not a report on repairs charges. It had not been verified as indicative of costs which would fall to service charges in the quarter. The outturn report for repairs charges in Q1 had yet to be finalised and would be provided to the Service Charge Working Party in due course.

#### **4.2 Asset Maintenance Working Party**

The RCC were still awaiting further information from the Highways and Cleansing Departments, who were responsible for processing output from the Garchey. Further input was also awaited from Thames Water.

#### **4.3 Leaseholder Service Charge Working Party**

A Member raised a question about the redecorations management and supervision costs. The sum of £85,000, a recharge to residents via service charge, was viewed as a large amount and they were of the view that the City Corporation would undertake this amount. The Assistant Director advised the RCC that this was not a consultancy cost but the charge for the management of the works undertaken by colleagues (City of London employees) not within the BEO.

A Member asked if it was possible to reduce this cost with the Chair confirming that the Assistant Director had agreed to review all Redecorations Project costs after the completion of the project.

The Executive Director, Community and Children's Services further advised the Committee that a housing consultant had been employed at the City's cost to assist with the Barbican Transformation Project and their employment was specific to a point in the timeline of the transformation.

### **5. ENERGY AUDIT**

In consultation with the Chair and colleagues within the City Surveyor's Department this paper was withdrawn from the agenda.

### **6. FIRE DOORS**

The Committee received a report of the Executive Director, Community and Children's Services in respect of a review of the fire doors across the Barbican Estate

During the discussion, the following points were noted:

1. There was some confusion as to which doors were going to be replaced with the Assistant Director confirming that it was both the doors and the units surrounding the doors which shall be replaced. However, the Assistant Director was unsure whether the windows beside the Fire Doors situated in Andrews House and similar blocks would be replaced and agreed to investigate and provide an update at the next meeting.

2. The Assistant Director agreed to liaise with the Project Manager to identify which doors shall be self-closing since a Member highlighted a potential security risk.

RESOLVED, that – the report be noted.

## 7. **SPRINKLERS**

The Committee received a report of the Executive Director, Community and Children's Services in respect of sprinklers situated on the Barbican Estate.

During the discussion, the following points were noted:

- 1) The improvement of fire notification systems within the Tower Blocks was strongly advised and the Assistant Director suggested that the proposed Barbican App would help to provide residents with further methods of communication since the App could send phone alerts, text messages and could be used in emergency situations. However, the App wouldn't be the only method of communication in emergency situations.
- 2) It was also mentioned that a resident engagement strategy, for the Building Safety Act, would help to initiate a series of webinars where residents would be invited to understand and ensure that they knew what the fire strategy was in their buildings and what to do in the event of a fire.
- 3) The Chair asked the Assistant Director about the smoke detection systems and alarm systems referred to in the report. He confirmed that these were present in car parks, plant rooms and buildings that the BEO manage, however, they were not present in communal residential areas e.g. corridors.

RESOLVED, that – the report be noted.

## 8. **HOUSING REPAIRS AND MAINTENANCE CONTRACTS – PROCUREMENT REPORT**

The Committee received a report of the Executive Director, Community and Children's Services in respect of the Housing Repairs and Maintenance Contracts Report.

During the discussion, the following points were noted:

1. The Head of Services, Community and Children's Services explained that the procurement process was midway through to completion. The appropriate contractors had now been identified with the intention of executing contracts by the end of the calendar year and mobilising the new contractors by the 1<sup>st</sup> April 2025. Costs shall be evaluated, and a report shall be submitted to Court of Common Council at the beginning of December for approval. The Head of Services advised that the key



dates listed within the appendices of the report were expected to be achieved.

2. The Resident Representatives on the Project Team expressed their dissatisfaction at the proposal to limit their activity in evaluating the bids to Customer Care only nor could they understand why they could not observe the moderation process. The Head of Services explained that technical questions would be evaluated by technical experts that sit within the Barbican Team which include Quantity Surveyors and Contract Managers. The Executive Director confirmed that this would be raised with the Procurement Team.

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

## 9. **BARBICAN APP**

The Committee received two reports of 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.

During the discussion, the following points were raised:

1. The Assistant Director outlines the Altair report as the basis for requiring an improved use of technology, having a resident portal and single point of contact is one as well as drawing on his own professional experience when asked by the committee.
2. The Assistant Director confirmed that the figure of £52,332 was made up of the initial £15,000 set up costs and year 1 subscription fee (not including VAT) the Assistant Director was clear costs for years 2/3 should be reviewed and signed off by committee again for transparency.
3. The CoLP and Corporate IT departments have both been provided security and GDPR information by the provider Spike for review. To date there have been no concerns shared.
4. The Assistant Director was clear it was difficult to deliver tangible saving figures at this moment in time. The App would be used for identifying trends, monitoring trends, operating reports automatically and could better serve working parties, BEO staff and residents. Overall, it would streamline communication coming in and out of the BEO, such as regular updates and reporting of faults/issues. It would encourage a change to working practices to ensure the App could be used to its full potential. The Assistant Director was confident this would drive some savings the committee asked these were attempted to be quantified.
5. The proposal was the app would be service charge recoverable and there was some discussion by the committee on this.

6. The Assistant Director confirmed that alternative arrangements would be made for those residents who chose not to use the app including a web browser, retained email correspondence (run through the app) and for those with no access to technology communal board.
7. Members considered a 'walk through' by a cross section of residents and staff together would be worthwhile. It was confirmed that there would be no cost to this and the AD would take this forward as a condition of approval to proceed.
8. the Exec Dir welcomed members' questions and comments to gauge views on the adoption of the app. The majority of the members did not object to the BRC approving the proposal although there should be a 'walk through' and review before the pilot phase as per point 7.
9. The cost of introducing an appropriate financial and performance monitoring data framework was mentioned and it was confirmed that RIT had held discussions with Spike Global, and they were satisfied with what method was needed to include the necessary CRM data into this app. This would be included in the overall costs, with no additional cost from BEO.

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

#### 10. **BARBICAN LIFT CONSULTANCY**

The Committee received a report in respect of a proposal to engage with ILECS, an industry leading lift consultant, to provide an improved value for money in both contract management and capital project management.

During the discussion the following points were raised:

1. The Assistant Director reaffirmed his intention to partner with ILECS who would oversee all lift management on the Barbican Estate and made the Committee aware of the various technical problems concerning lifts across the estate.
2. A Member queried the figure of £26,275 to be spent on the initial asset overview, suggesting that the BEO already possessed some details. The Assistant Director advised that the critical part of the overview would be the inspection criteria; the condition of lifts and the mechanical components themselves. An initial asset overview was deemed necessary since the former lift replacement programme had taken place many years ago and whilst there was some information which could be used it was necessary for an updated review to determine the full extent of necessary works ILECS needed to carry out.
3. Members wanted to understand better the costs on principal design and project management between the previous contractor (Butler and Young) and whether under ILECS it would be a completely new

arrangement. The Assistant Director advised that Butler and Young's method was to charge on an hourly ad-hoc basis and it was proposed that with ILECS each project's costs would be reviewed and if the figure of 10% was deemed to be excessive it would be challenged. There would be more commercial negotiations that could be held, with involvement from the Programme Board and Service Charge Working Party where appropriate. Any commitment would be channelled via the standard consultation process under section 20. and with the Programme Board.

4. A Member asked when a plan would be available for the RCC to view in detailing lift replacements and improvements. Members of the RCC remained concerned that lifts on the Barbican Estate were still in a state of disrepair with some being out of action for a number of weeks. It was their expectation that the lift programme would be commencing soon and were keen to know what the BEO was doing to resolve this. The Assistant Director advised the Committee that the BEO was aware of the ongoing issue with lifts and a lot of work was needed to resolve the issue. Their aim was to employ an expert consultant and target lifts, which required repairs, in a more structured way. The mechanical plant which supported the lifts across the estate was deemed to be in a fairly good state. However, the electrical components in most lifts were obsolete and needed replacing. The Assistant Director advised Members that ILECS expertise would be important in establishing a project with the BEO to resolve the ongoing issues with the lifts.
5. Whilst the Assistant Director could not give a definitive date he did strongly suggest that this could be made available at the first meeting of 2025 for the RCC. It was confirmed that ILECS would have access to all data relating to the lifts situated on the Estate and they will effectively manage lift contracts and the associated project(s) delivery, granting more opportunities as leading expert in the industry to obtain necessary requirements for projects such as machine parts and other industry experts.
6. The Assistant Director confirmed that it was the intention to review each lift and target components which needed replacing rather than undertake a wholesale replacement of all lifts on the estate.
7. A question was raised regarding any potential recourse for cost recovery from Butler and Young. the Assistant Director advised the Committee that full transparency would be granted once the partnership with ILECS had been established and information had been reviewed and would engage with Members around these excess costs discovered. The Chair highlighted the problems had occurred under the previous management, that lack of management was confirmed in the Altair Report and highlighted that this may be another area where a rebate was due to leaseholders for services paid for but not delivered.

8. In respect of Contractor Guidelines, The Assistant Director confirmed that ILECS would be expected to carry out checks on lifts, as preventative measure, which was specified in the contract. However, overall ILECS were in place from more of a reactive sense and would engage fully when lifts were faulty.

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

#### 11. **BARBICAN ESTATE OFFICE – CASH PAYMENTS**

The Committee received a report 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.

During the discussion, the following point was raised:

- The Chair asked the Assistant Director whether it was possible to extend the range of methods and modes of payment and he confirmed that this was indeed something that could be investigated further.

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

#### 12. **TEMPORARY WORKERS**

The Committee received a report 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.

During the discussion, the following point was raised:

1. A Member registered his intention of sending a note to the BRC, as Chair of the Barbican Association, in relation to history on this matter.

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

#### 13. **ASBESTOS**

The Committee received a report 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.

During the discussion, the following points were raised:

1. Members of the Committee were keen to know the scope of asbestos which may be present in common parts of the Barbican. The Assistant Director confirmed that it was a substantial project which, at the time of

the meeting, facilitated urgent restricted access and removal of 247 areas of asbestos at the cost of £95,000. In terms of project terms, under section 20, further removals were expected. 542 enclosures, of which there were 15 removals, and encapsulations, of which there were 2256. However, these were viewed as not high-risk asbestos that would need removing imminently.

2. The estimated cost was in the region of £1.5 Million - £2 Million for the entire project. The Chair registered her dissatisfaction that this project had been outstanding since 2022 and asked if these costs were likely to fall within one year. The Assistant Director acknowledged that it was a very large cost but was keen to seek involvement from the Programme Board, as well as resident engagement, to assess the available options and decide the best course of action.
3. The Assistant Director confirmed that a full report would be brought to Committee at a future meeting detailing costs and who was liable for them and how this project affected other ongoing projects on the Barbican Estate most particularly the fire door replacements programme and meter installations.

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

#### **14. ASSISTANT DIRECTOR PROGRESS REPORT & ACTION TRACKER**

Prior to the meeting a newsletter was circulated to Members of the Committee which sought to give residents and leaseholders, further information and active updates in terms of the Transformation Programme. The Assistant Director provided a verbal update at this meeting to provide further context. Following this, the Committee received the actions tracker.

During this discussion, the following points were raised:

1. The Chair highlighted that the RCC should be receiving a report on the Transformation Programme at every meeting as a standing agenda item and tasked the Town Clerk with ensuring that it was included as a standing agenda item going forward.
2. A question was raised in relation to the timescale of the Transformation Programme, since it had increased to an estimated five years for completion. The Assistant Director confirmed that completion was phase 3 after which he would be in a better position to determine the success of the programme and if changes needed to be made during the bedding in period to year five.
3. The Assistant Director explained that he was referring to projects that were cyclical in nature, such as internal/external redecorations, and highlighted that the Transformation Programme had significantly impacted the output of projects such as these.

4. The Chair cited the newly established Major Works Programme Board, which were expected to convene at the end of September 2024 and acknowledged that at the time of this meeting the necessary work had not been undertaken yet. The Assistant Director agreed to provide the Committee with further information regarding phase 3 in the next Transformation Update.

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

**15. PROGRESS OF SALES AND LETTINGS**

The Committee received a report of the Executive Director, Community and Children's Services in respect of sales and lettings agreed since the last meeting of the Committee. A Member asked for report to include information on lease extensions granted and the income generated. The Executive Director advised the Committee this shall be provided at a future meeting.

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

**16. BARBICAN ARREARS**

The Committee received a report of 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.

**17. QUESTIONS ON MATTERS RELATED TO THE WORK OF THE COMMITTEE**

A Member raised a question which stemmed from news of a fire that engulfed a Dagenham housing block. There was concern about the City Corporation's responsibility in the event of a disaster and its commitment to residential safety and support. The Executive Director alleviated their concern by stating that humanitarian assistance is the Corporation's responsibility in its capacity as both a local authority and housing association.

Following a question raised regarding increased service charge, the Assistant Director advised the RCC that affordability was at the forefront of the programmes mentioned previously and that it was the work of the Programme Board to ensure that residents and leaseholders were getting value for money. The Chair reminded the Committee that the exercise to quantify services paid for by leaseholders but not received or received sub-optimally in order to quantify the financial redress remained to be undertaken.

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

There were no non-public items of urgent business.

**The meeting ended at 20:48pm**

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Chairman

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

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## **Gardens Advisory Group Report to the RCC November 2024**

The Gardens Advisory Group, working in four teams, carried out their quarterly inspections of the four sections of the Barbican Gardens in October. We were very pleased to welcome City Gardens Manager, Jake Tibbetts and Helen Davinson, Resident Services Manager, to every one of our inspections. Many thanks to GAG members for their active participation in the inspections and for the reports on the areas inspected. It was particularly pleasing to welcome another new volunteer to the inspection teams.

A dry spell during the summer saw the lawns begin to dry out and look less appealing but a combination of excellent work by the gardeners and renewed rainfall dealt with that problem. The gardens contribute much to the atmosphere of the Barbican Summer Party. The frequently cooler and wetter weather since then has been good for the gardens and was welcomed by the gardeners. The results are evident in the well cared for appearance of our gardens with bushes and shrubs neatly shaped and trimmed, weeds kept to a minimum and colour apparent throughout the summer and into the autumn.

The overall result is that the gardens are looking good. GAG would like to thank the gardeners for their work in planting, weeding and cutting that ensure the gardens can be enjoyed by all. Jo Rodgers, from the Barbican Wild Life Garden, is keen to acknowledge their support and assistance in the temporary absence of Nic Guerra, who is so familiar to so many of us.

Towards the end of 2023 the RCC and, subsequently, the BRC, approved a proposal to ask officers to organise a comprehensive survey of the private gardens and, on the basis of that survey, to produce plans to secure the future of our Grade II\* listed gardens. This is in keeping with the recommendation in the Barbican Listed Management Building Guidelines Volume 4 – Landscape which stated that

“the City is encouraged:

- to establish an estate-wide Landscape Masterplan in order to maintain consistency of design, specification and detailing;”.

At its meeting on June 5<sup>th</sup> GAG discussed the progress that officers had made with the proposal for a comprehensive survey and the production of plans. A couple of House Groups asked for more time to consider this proposal. During the resulting interval the ADBRE explored the possibility of obtaining CIL (Community Infrastructure Levy) funding to offset part of all of these costs. It isn't yet clear whether funding will be available but the option is being pursued. The Gardens Advisory Group requests that the RCC now lends its support to this proposal. If CIL funding is forthcoming the costs, originally estimated as a maximum of £40,000 spread over two years, will be reduced correspondingly.

Although it is outside the scope of our inspections the Barbican Wildlife Garden (BWG) is part of the Barbican Gardens. The attached note, prepared by the BWG, provides a valuable update on the state of the garden and the work of its volunteers.

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## Barbican Wildlife Garden Activity Log July 2024 to December 2024

<https://twitter.com/BarbicanWLG>

<http://www.barbicanwildlifegarden.org/>

### Section A - Community Participation

#### June

Very successful London Open Gardens weekend with 1040 visitors. Refreshment stall made £148.35 and plant stall made £69.80, with a further £30 of donations on the gate. Aryan and Kabir Kaul visited over the weekend, with Aryan spending several hours as our poet in residence. BBC decided against doing any filming over the open gardens weekend. On following wednesday the group held a small celebration for Nic, one of our city gardeners, on the occasion of his wedding, and were joined by the other gardeners. Presentations were also made to Luis, who is retiring, and Ruby who is leaving to take another role.

Culture Mile BID confirmed on 12 June that our application for further funding to lay the Fann St hedge had been successful. This work will be done in the autumn by the Conservation Volunteers. We also have had confirmation from the CoLC Small Grants Programme that we can use the underspend from their grant (for the information boards) to buy some small tools and a new noticeboard for the top gate.

Group hosted Thomas from Sydney Botanic Gardens on 12 June who is visiting London for a few weeks. Ben Bishop came by on 19th June to download the first data from the climate monitoring station. An online meeting also held that day with Zain, an alumni of UCL, about the potential to trial a new bee home that he has developed in the BWG.

The first of two workshops for this year took place on 19 June and was well attended. Six students from The Bartlett joined the group and all said afterwards how helpful it had been. Two local residents also came along. On 25th June, volunteers participated in a workshop at Charterhouse about bees and butterflies, at which data from the BWG was presented.

#### July

Decision taken to participate once again in the BA Summer Party in Thomas More and offer an activity for children; funding will be sought to cover costs. IYN judging took place on 3 July and went well with judges appearing to understand the mission of the garden. Volunteers also attended the first City Pollinator Panel on 1 July.

Second workshop held on 10 July with GiGL talking about the importance of recording and reporting wildlife sightings. Talk attended by some of the Bartlett students and Randall Anderson, one of the Aldersgate Common Councillors. After the talk GiGL sent through extra material on how we can improve the recording of our sightings. One suggestion is that we should pictorially record meadow species on a fortnightly basis.

The BWG has been given a £100 gift card by the City of London Corporation which can be spent at any one of a number of participating City businesses.

A meeting took place in the Garden with Zain Ansari on 24 July to discuss the UCL Apia Bee Home product that his company has developed, and to decide where it might be located if we were to go ahead with a trial.

Nic and Jo have been invited to attend the London Parks and Gardens Trust's annual Summer Reception on 5 September which will be held at the Museum of Brands in W11. The Bartlett summer exhibition will be held on 24 September and hopefully there will a panel showing the work of The Bartlett volunteers. There is also a suggestion that we should record the meadow plants on a two weekly basis in order to build up a picture of the meadow over time and the impact of climate change.

We have also had confirmation that the £600 left over from the CoLC Small Grants funding can be used to purchase small tools and for a new noticeboard for the front gate. We have also received a £100 gift card from the Culture Mile BID to be used over the next 12 months at one of the participating businesses.

Cutting back along the paths carried out throughout the month to keep paths clear for visitors.

### **August**

We have received a small grant of £50 towards art supplies for children's painting activities at the BA summer party which one of the volunteers is organising. Theme this year will be butterflies. Also two volunteers will be able to attend the LiB awards ceremony which will be outside London this year, at Wisley. BWG volunteers will also have the role of cleaning up after the police horses and will help move tables and chairs before the event.

BWG volunteers have been asked to participate in Pollinating London Together's Wellbeing survey and instructions have been circulated. Following meeting at the garden on 24 July, we have also confirmed with Zain Ansari that we are happy to be one of the pilot sites for his Apia bee home trial with installation to be carried out on 21 August. There will also be a Tempo time credits networking event on 4 September but unfortunately it clashes with our Wednesday session.

Ellen Bidulka and Beatrice from Energy Garden visited the BWG on 14 August. They joined the session then shared with the group some of the work Energy Garden is doing on the 17 pieces of TfL land adjacent to rail corridors and stations. Linda Doolan, a volunteer guide from Wisley, visited with a friend, Laurel, and stayed to have coffee with the group at the end of the session. Patricia Menezes Maya Monteiro, a Brazilian academic doing research into community gardens, was hosted in the garden by Jo on Friday, with connection having come through The Bartlett.

AGM has now been set for 6 November.

### **September**

Group has voted unanimously to give Jo Rodgers the Culture Mile BID £100 gift voucher in recognition for all the work she puts in on behalf of the group outside Wednesday mornings.

Several BWG volunteers volunteered on 18th September at the local Prior Weston School to help them sort out their planter boxes, completed after children had left for the day to negate need for clearances. Decision taken to defer work until green waste collection could be organised. Next session planned for 3 October.

Painted butterflies from BA summer party added to the decorations in the bird hide.

### **October**

One of the volunteers again lead the BioBlitz at Bunhill Fields open day on 13 October. City of London School for Girls has approached the group asking whether it would become involved in a

project to create planters outside the school near the moat with bee friendly plants and bee hotel. Unfortunately the group has had to decline, given the previous commitment to Prior Weston. Old water butts have now been donated to a person who plans to use them on their allotment.

BWG awarded Level 5 Outstanding for the seventh year at the IYN awards on the 3rd October, together with Silver Gilt for Gardening for Wildlife. Police horses are booked to come this year on 20 November (pre-sowing) and 4 December (post-sowing).

Mulch from City Gardeners delivered on 9 October. Dates for 2025 London Open Gardens announced and it was agreed that we would open the Garden on both days, between 11 and 4. Metwins have now installed a section of trellis along the Bunyan ramp where access to the garden has been gained.

## **Section B - Environmental Responsibility**

### **June**

Water butts behind bird hide adjusted so that water can now flow from the first butt into the second and third.

### **July**

Butt water added to meadow pond (seven cans) from water butts in compost area. Butts behind bird hide empty at end of month.

Draining of Anne's pond started at month end using a hosepipe and siphoning off to area behind scrub barrier. About half depth draining last week of July with remainder to be done in weeks to come.

Seed bins cleared out of build up in the bottom.

*Significant sightings:* Lesser spotted woodpecker; tadpoles visible in the meadow pond;

### **August**

Dredging of Anne's pond commenced on 14 August as bottom now down to wet mud. Build up around 1 foot in depth with dredging completed during August; with pond being left to refill naturally during rainfall at the end of the month.

Atmospheric monitoring station in pollinator bed relocated to further down the bed in middle of month. A new trial bee hotel by Phytra called Apia bee homes made from mycelium installed at south end of bee home and will be monitored in months to come.

*Significant sightings:* plantings around meadow pond now attracting a lot of pollinators;

### **September**

Frogs are beginning to re-colonise the pond following the dredging. However, seven dead frogs found around the garden during the first two weeks of the month suggesting the foxes may be active again.

Second bird feeder cage (from the spinney) has now been repaired so thoroughly clean and brought back into service. Only one of the feeders has survived (one is missing and one broken) so filled with peanuts and new feeders will need to be bought for seed and fat balls.

*Significant sightings:* frogs now returning to the pond;

## October

Discussions initiated with TCV about creating a new pond edging for Annes pond. They will provide a quote for creating a pebble edging, similar to the path adjacent to the meadow pond. Francis is also contacting Alex Roebuck about tree work over winter in the vicinity of Annes pond to bring more light into the area. The group will look into applying for a grant for this work from Cory Environmental.

Metwins came by on 16th October to look at the issues we have been having with the water butts. Their advice was that the problems are mainly caused by blockages due to leaf and silt build up and that we should clear the gutters more often. Further efforts, mostly unsuccessful, made to dredge Annes pond. Decision made to leave it until next summer when it dries out again.

*Significant sightings:* colony of flying ants observed mating along edge on meadow; nesting boxes F6 and F3A both had blue tit nests from the nesting season.

## Section C - Gardening Achievement

### June

#### *Activities:*

Pellitory of the wall removed from around the top gate and Fann St border. Stems along palisade threaded and then area mulched and watered. Further threading took place at month end, as there is extensive new growth. Unfortunately it is growing towards the orchard and becoming intermingled with significant amount of bind weed now present. Cow parsley in the orchard now finished and so thinned before it could drop too much seed as it has been very dominant this year.

Clearing carried out around recent plantings to the side of the meadow pond (ligularia, loosestrife) as they were becoming swamped.

Lemon balm in the pollinator bed thinned to provide more space for new plantings. One of the Japanese anemones also removed. Anemone and some of the lemon balm relocated to the top of the shrubbery, with some lemon balm planted near Annes pond.

*Garden Observations:* Hot lip salvia at the gate now blooming; meadow now in full flower with knapweed, meadow cranesbill, teasels, ox eyed daisies, poppies, corncockle, bladder and red campion, yellow medic, wild carrot, vetch, white bony, black horehound and many grasses; cotoneaster starting to flower in the shrubbery; hedge woundwort has appeared in the fernery; ladys bedstraw flowering on the east side of the meadow path; St Johns Wort flowering near the ladys bedstraw; several patches of ragwort in the NE quarter of the meadow; evening primrose now flowering in NE as well;

*Rescue plantings:* Three ferns added to the fernery, Harts tongue fern, Holly fern, and buckler fern;

### July

#### *Activities:*

Some cutting back of nettles in the orchard to allow more light in and encourage flowering species for late summer pollinators. Removal of mugwort, nipplewort, sent garlic mustard and bind weed from the pollinator bed continued.

Selective removal of mugwort and prickly ox tongue from NE quarter of meadow, as well as removal of nettles, dock and bindweed. Recent rain has saturated the ground at the south end of the meadow but it remains dry at the north end.

The cobbled path to the side of the meadow pond has been weeded and more of it exposed to view, creating an attractive feature near the pond. Fann St tree pits weeded and leftovers from a Crowder order divided between the tree pits and the pollinator bed. Tree pit plantings included 2 rudbeckia, 3 salvia armistad, and 3 succulents. Pollinator bed included 3 rudbeckia, 3 salvias and 3 perspicaria.

Watering of the pollinator bed with a hosepipe throughout hot weather at the end of the month as new plantings not sufficiently established to survive in the heat.

Work started at month end to thread new growth and trim back along the fruit palisade. Last week of month the western end completed, with eastern end to be continued in August.

#### *Garden Observations:*

Self heal and birds foot trefoil flowering around the meadow pond for the first time; bee balm flowering in pollinator bed; white buddleia flowering in the shrubbery; hyssop flowering in the pollinator bed; white bryony in the meadow; teasels and ragwort growing abundantly in NE and NW quarter of meadow; greater knapweed in NW, NW and SW, ox eye daisies (NE), wild carrot (NE, NW), common mallow (NW), yarrow (NE), wild marjoram (NE), wild geranium (SE); bupleurum now flowering by the meadow pond and covered in pollinators; at month end tufted vetch flowering in southern meadow (new to meadow) and orchard, and ragwort continuing to flower throughout meadow; meadow buttercup reflowering in SE quarter and orchard; teasels growing in numbers in the NW quarter and spear thistle in NE quarter; bloody cranesbill in NW quarter;

*Rescue plantings* -rescue plants from LOG planted into the Fann St tree pits; one rudbeckia planted into the pollinator bed (leftovers from a Crowder order); two rudbeckia, two salvia armistad and three succulents added to the Fann St tree pits; at month end 2 more rudbeckia, 3 more salvia and 3 persicaria added to pollinator bed.

#### **August**

##### *Activities:*

Five (5) huddersfield foxgloves planted near the gate. One (1) salvia armistad, two (2) persicaria amplexicorus and three (3) aster amelius planted in the pollinator bed, leftovers from a City Gardens Crowders order. Rosemary in the pollinator bed cut back to a stump to encourage new growth. Three (3) foraged salad burnet plants added to the Fann St tree pits and watered in. Foraged birdsfoot trefoil and St John wort added to the meadow, in NW and SE quarters respectively. More foraged rudbeckia and salad burnet added to pollinator bed later in month. On last week, three foxes and cubs (foraged) added to Fann St tree pits and pits weeded.

Decision taken to request the purchase of spring flowering crocus bulbs for the southern end of the pollinator bed with the order placed at the end of the month.

Threading along the palisade continued and finished second week of the month. Some longer shoots tied in with twine. Watering of trees needed middle of month as becoming stressed. Pellitory of the wall removed along the Fann St border on the street side where it was impinging on the footpath. The hedge will also need cutting but this will be left until the autumn.

Dock and nettle removal from the SE quarter commenced the last week of August. Also some nettle removal from behind the meadow pond which revealed some stinking iris which was planted last year. Care will be needed during scything to protect the sandy bank and plantings currently being obscured by the nettles.

Teasels finished flowering by middle of August with colour from ragwort remaining; purple lythrum, water buttercup and red clover all in flower around the meadow pond;

*Rescue plantings* - five (5) huddersfield foxgloves; one (1) salvia armistad, two (2) persicaria amplexicorus and three (3) aster amelius in the pollinator bed; three salad burnet plants (foraged from disused planter) added to the tree pits; three (3) rudbeckias planted in pollinator bed; foraged St Johns wort planted in SE quarter of meadow near the path; foraged birdsfoot trefoil added at bottom of NW quarter near the path; foraged rudbeckia and salad burnet added;

## September

### *Activities:*

Pellitory of the wall removed from along the fence at the bottom of Bunyan ramp. Flowering ivy cut back along the car ramp to ensure safety lights remain exposed and provide better access to the footpath. Hazels at bottom of ramp cut back where they are overhanging the driveway. Bed at top entrance weeded, pebble border restored and fox gloves replanted. Newly planted birds foot trefoil and St Johns wort (in the meadow) watered.

Nettles removed along the back of the meadow pond and bindweed removed from around the fruit trees. Mulch spread along the palisade and hoed in. Cutting back of dead branches (especially hollyhocks with seeds shaken off and scattered in the bed) in pollinator bed and more removal of bind weed and prickly ox-tongue, as well as further taming of the lemon balm. Foraged violet planted at front of fernery.

Nine (9) further foraged fox and cubs (hawkweed) added to three of the Fann St tree pits. Salvias rescued from troughs at Smithfield and relocated to garden. Four (4) salvia guaranties and one (1) scarlet salvia added to the pollinator bed in an area cleared of brambles and mallows. Further available for planting stored in compost area. Roses at back of pollinator bed cut back.

Meadow seed ordered on 18th, from Plantlife, a peat free nursery including "Feet in the sand" mixture deemed to be the best suited for our soil conditions, and 10g of yellow rattle which will be used in the SW quarter.

*Rescue plantings* -foraged violet planted at front of fernery; foraged fox and cubs (hawkweed) added to Fann St tree puts; scarlet salvia and four salvia guarantica added to pollinator bed; salvias planted in bed at top gate and behind meadow pond; rose and mondo grass planted behind meadow pond;

## October

### *Activities:*

Meadow scything carried out on 3 October with NW quarter left unscythed. Lobelia cardinalis foraged from Postmans Park where it was to be disposed of to green waste to allow winter bedding plants to be added. Tricolour early spring crocus bulbs planted along front of pollinator bed. Around 20 foraged echinaceas planted in the pollinator bed on the 9th and another 12 added on the 16th.

Repairs to the damage in the Bunyan hedge to be carried out by City Gardeners with help from Metwins. Trellising to be added to the metal railings to raise height and plantings lifted, re-staked, and trained onto the trellis (trellis added on 16th October). Large maple branch lopped behind Anne's pond.

Winter aconite (100) and anemone blanda (50) bulbs planted near the top gate, top of shrubbery and along palisade (20 winter aconite). General clearing near entrance to remove pellitory of wall before planting.



Arisings from scything moved from meadow to side of steps and left to rot down in situ. Hazels in the copse selected for coppicing this year as they are now blocking light into Anne's pond, particularly in winter months. Trees for attention from City's tree surgeons selected and will be discussed with Alex Roebuck.

*Garden Observations:*

Cyclamens now flowering in fernery; fungi now appearing in fernery and along paths;

*Rescue plantings* -Lobelia cardinalis, foraged from Postmans Park, added to pollinator bed, including 6 red, 4 blue and 2 white; 4 rudbeckias added by city gardeners; 20 foraged echinaceas;

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## **Report of the Service Level Agreement Working Party to the Residents Consultation Committee for its meeting on 25 November 2024**

This working party met at 18.00 on 31<sup>st</sup> October 2024. Those present included Tony Swanson, Juliet McNamara, Andrew Tong, Jane Smith, Jim Durcan, and Helen Davinson. Luke Barton and Dan Sanders.

The Chair welcomed all those present, including the ADBRE, Dan Sanders, who was attending for the first time.

### 1. KPIs – the KPI report was discussed in detail

There was an extensive discussion of the data on the BEO's responsiveness to Complaints. It was clarified that complaints should be acknowledged within 5 working days and responded to within a further 10 working days providing a window of up to 15 working from receipt of complaints. Only 6 Stage 1 complaints were received in Quarter 2. It was noted that the target of responding within 10 working days was only met in 50% of cases in Quarter 2, the same level of underperformance as in Quarter 1. The ADBRE acknowledged the Working Party's concerns and undertook to examine whether this performance undershoot could be rectified or, at least, improved upon.

Of the six complaints received two related to rent and tenancy issues, two related to lift repairs, one to Communications and Customer Service and one to repairs and maintenance.

The Working Party had a brief discussion of whether the final stage of the Complaints procedure might be amended by replacing the Social Housing Ombudsman as specified in the current procedure with the Property Ombudsman who deals with issues arising under the Landlord and Tenant Act

The WP noted that, in the second quarter, only lifts in the staircase blocks met the target of 99% availability. Corridor lift availability slipped to 94.3% in the second quarter from 98% in the first quarter. Tower lift availability fell further from 83.3% to 77.7%. Officers reported that there were concerns that the data relating to tower lift availability was not reliable and that investigations were in hand. This response was also provided in August which may suggest a need for more urgency in the investigations. Officers agreed to provide updated figures on tower lift availability.

There was general acknowledgement that the situation in Seddon House where two of the lifts have been out of action for some weeks was placing a heavy burden on residents.

The ADBRE explained the actions which were being taken to survey the mechanical and electrical condition of all 80 lifts in the BRE. The WP welcomed this survey and supported the wider dissemination of the results as soon as they are available. The specific problems of lift outage currently being experienced reflect the difficulty of obtaining suitable spare parts. All avenues are being pursued including looking at the availability of second hand parts and having spares custom made. The WP made the case for greater regular communication with affected residents so that they were aware of the progress of the efforts being made.

The ADBRE reported that work was under way to identify parts that needed to be stockpiled in order to minimise future outages. The WP welcomed this while recognising the need to balance the costs of such stocks against their likely rate of drawdown and the criticality of the lifts affected.

As at its last meeting data on the proportion of jobs that failed their initial inspection were not available to the WP.

In our previous report the WP noted that cleaning standards, as measured by House Officer inspections, had slipped to 76% meeting the standard of good to outstanding compared to the target of 90%. This marked a further small slip from the 80% recorded for the previous quarter. Officers reported that attention was being focused on supervision and training to raise standards across the board.

The WP agreed to a suggestion that the data on window cleaning problems be modified to focus on the number and type of issues raised. Such information would be helpful in setting the terms of the tender of this contract.

No instances of short term lets were reported in Quarter 2. Following discussion the WP asked officers to consider writing up an anonymised account of a successful enforcement of the prohibition on short term lets to let residents know that action is taken in such cases and to encourage residents to report any further cases. Such an account could be included in the Barbican Bulletin.

The WP expressed its appreciation of officers' work in compiling the data on the number, cost, type and location of repairs in each quarter. This information is valuable and informative. It was agreed that the cost data would be rounded to the nearest pound to avoid the use of decimal points. It was also agreed that officers would look at producing information standardised by the number of flats in each block.

The meeting finished at 19.30.

## Service Charge Working Party Report to RCC. 11.11.24

The Working Party met twice in the past fortnight to review:

- The 23/24 Outturn

An improved version with additional variance explanation has been produced and is on the RCC agenda.

- The 25/26 budget

The Budget is in the hands of the Chamberlain's department and just as happened last year the Working Party has not had the opportunity to see it. Consequently, just as last year it will not be presented to the November RCC unless it can be finalised in the next few days and a late paper accepted for the RCC.

This is particularly disappointing as we recall Mark Jarvis's commitment to the RCC and BRC following the 23/24 fiasco, to deliver an improved process to ensure that there was sufficient time for a proper review to take place.

There may well be a requirement yet again for Special RCC meeting.

This failure is unacceptable, putting the Barbican Estate Office and leaseholders' representatives in an impossible position. It is the view of the resident members of the Working Party that

the budgeting process dominated by the Chamberlain's

Department cannot be allowed to continue because it is only interested in the City's recovery of the service charge rather than ensuring that the budget process is robust and transparent.

The BEO, led by Dan Sanders, should be given full responsibility and accountability for the budget production and justification to leaseholders.

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RCC/ BRC Action Tracker

Number	Title	Date Added	Committee	Action Owner	Due Date	Update For committee	Committee Comments (25 <sup>th</sup> Nov & 9 <sup>th</sup> 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 <sup>th</sup> Nov & 9 <sup>th</sup> 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 &amp; 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.	



Number	Title	Date Added	Committee	Action Owner	Due Date	Update For committee	Committee Comments (25 <sup>th</sup> Nov & 9 <sup>th</sup> 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 3<sup>rd</sup> 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 <sup>th</sup> Nov & 9 <sup>th</sup> 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&amp;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

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

### Summary

This report details the service charge outrun for 1<sup>st</sup> April 2023 – 31<sup>st</sup> 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 31<sup>st</sup> 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
<b>Totals</b>	<b>2074</b>	<b>£ 14,969,705</b>	<b>£ 12,598,489</b>	<b>£ 2,371,216</b>

### Breakdown by heading (Operational Budget)

<b>Heading</b>	<b>Billed Estimate</b>	<b>Actual Expenditure</b>	<b>Difference</b>
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
<b>Total</b>	<b>£14,969,241</b>	<b>£12,599,111</b>	<b>£2,370,130</b>

### 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
<b>Totals</b>	<b>2074</b>	<b>£ 1,751,126</b>	<b>£ 1,350,688</b>	<b>£ 400,438</b>

## 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](mailto:Dan.sanders@cityoflondon.gov.uk)



# Barbican Estate – Service Charge Accounts

1<sup>st</sup> April 2023 - 31<sup>st</sup> 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
<b>Totals</b>	<b>£ 946,138</b>	<b>£ 793,255</b>	<b>£ 152,883</b>

### 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
<b>Totals</b>	<b>£ 71,962</b>	<b>£ 73,405</b>	<b>-£ 1,443</b>

This means the total surplus for Willoughby House for the year-end 31<sup>st</sup> 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.

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

## 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
<b>Grand Total</b>	<b>£1,736,536.10</b>

## 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**  
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# Agenda Item 8

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

## 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

Members are asked to:

- Note the contents of this report.
- 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), CO<sub>2</sub>, 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**

**Emma Bushell**

**Energy and Carbon Manager, City Surveyor’s Department**

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**Dan Sanders**

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## City of London Corporation Committee Report

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

### Recommendations

<p><b>1. Next steps and Requested decisions</b></p>	<p><b>Approval track:</b> 2. Regular</p> <p><b>Next Gateway:</b> Gateway 3/4 - Options Appraisal (Regular)</p> <p><b>Next Steps:</b></p> <ol style="list-style-type: none"> <li>1. Commission and complete Condition Surveys to inform the specifications for the works and to refine the cost forecasts.</li> <li>2. Draft Gateway 3/4 Options Appraisal Report</li> </ol> <p><b>Requested Decisions:</b></p> <ol style="list-style-type: none"> <li>1. That the project is approved to progress to Gateway 3/4 (Options Appraisal) via the regular approval track.</li> <li>2. That a budget of £81,000 is approved to reach the next Gateway.</li> </ol>
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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:			
	<b>Item</b>	<b>Reason</b>	<b>Funds / Source of Funding</b>	<b>Cost</b>
	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
	<b>Total</b>			<b>£81,000</b>
	*Funding Breakdown	Long Lessee contributions (95%) Barbican Res. Local Risk Budgets		£76,950 £4,050
				<b>£81,000</b>



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

<p><b>4. Context</b></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><b>5. Brief description of project</b></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><b>6. Consequences if project not approved</b></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.
<b>7. SMART Project Objectives</b>	<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>
<b>8. Key Benefits</b>	<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>
<b>9. Project category</b>	7b. Major renewals, typically of a one-off nature (supplementary revenue)
<b>10. Project priority</b>	A. Essential
<b>11. Notable exclusions</b>	None

### Options Appraisal

<b>12. Overview of options</b>	<ol style="list-style-type: none"> <li>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.</li> <li>2. Undertake repairs on an ad-hoc basis, repairs generally specified by contractors undertaking the work.</li> <li>3. Do nothing. Leading to further deterioration of the windows and increased amounts of internal making good due to water ingress.</li> </ol>
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**Project Planning**

<p><b>13. Delivery Period and Key dates</b></p>	<p><b>Overall project:</b> Currently known works to complete by end of July 2025</p> <p><b>Key dates:</b></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><b>Other works dates to coordinate:</b> 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><b>14. Risk implications</b></p>	<p><b>Overall project risk:</b> Medium</p> <p>The main risks are as follows:</p> <ul style="list-style-type: none"> <li>• Contractor does not have resources to undertake all the repairs within the desired timescales.</li> <li>• Cost of the project higher than expected</li> <li>• Contractor’s work not to required standard</li> </ul> <p>A risk register is included with this report. This will be updated as the project progresses..</p>
<p><b>15. Stakeholders and consultees</b></p>	<ol style="list-style-type: none"> <li>1. Ward Members</li> <li>2. Chamberlains (Finance &amp; Procurement)</li> <li>3. Barbican Estate Management</li> <li>4. Comptrollers &amp; City Solicitors</li> <li>5. Residents (via S20 consultations and engagement with House Groups)</li> </ol>

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

### Resource Implications

<b>16. Total estimated cost</b>	<b>Likely cost range: £580,000 - £1,500,000</b>	
<b>17. Funding strategy</b>	Choose 1: All funding fully guaranteed	Choose 1: Internal - Funded wholly by City's own resource
	<b>Funds/Sources of Funding</b>	<b>Cost</b>
	Long Lessee contributions (95%)	£551,000 - £1,425,000
	Barbican Res. Local Risk Budgets	£29,000 - £75,000
	<b>Total</b>	<b>£580,000 - £1,500,000</b>
	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.	
<b>18. Investment appraisal</b>	N/A	
<b>19. Procurement strategy/Route to Market</b>	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.	
<b>20. Legal implications</b>	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	
<b>21. Corporate property implications</b>	None	

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

### Appendices

<b>Appendix 1</b>	Project Briefing (Gateway 1)
-------------------	------------------------------

### Contact

<b>Report Author</b>	Graham Sheret, Project Manager
<b>Email Address</b>	Graham.Sheret@cityoflondon.gov.uk
<b>Telephone Number</b>	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					
<b>[7] Project Mission statement / Elevator pitch</b>					
<p>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.</p>					
<b>[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)?</b>					
<p>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.</p>					
<b>[9] What is the link to the City of London Corporate plan outcomes?</b>					
<p>[4] Communities are cohesive and have suitable housing and facilities.                  [9] Our spaces are secure, resilient and well-maintained.</p>					
<b>[10] What is the link to the departmental business plan objectives?</b>					
<p>Tenants and leaseholders live in well maintained and managed homes and estates.</p>					
<b>[11] Note all which apply:</b>					
<b>Officer:</b> Project developed from Officer initiation	Y	<b>Member:</b> Project developed from Member initiation	N	<b>Corporate:</b> Project developed as a large scale Corporate initiative	N
<b>Mandatory:</b> Compliance with legislation, policy and audit	N	<b>Sustainability:</b> Essential for business continuity	N	<b>Improvement:</b> New opportunity/ idea that leads to improvement	N

<b>Project Benchmarking:</b>	
<b>[12] What are the top 3 measures of success which will indicate that the project has achieved its aims?</b>	
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.	
<b>[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.)</b>	
N/A	
<b>[14] What is the expected delivery cost of this project (range values)[£]?</b>	
Lower Range estimate: £580,000 Upper Range estimate: £1,500,000	
<b>[15] Total anticipated on-going revenue commitment post-delivery (lifecycle costs)[£]:</b>	
N/A	
<b>[16] What are the expected sources of funding for this project?</b>	
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.	
<b>[17] What is the expected delivery timeframe for this project (range values)? Are there any deadlines which must be met (e.g. statutory obligations)?</b>	
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.	

<b>Project Impact:</b>	
<b>[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?</b>	
No	
<b>[19] Who has been actively consulted to develop this project to this stage?</b> <(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
<b>[20] Is this project being delivered internally on behalf of another department? If not ignore this question. If so:</b> <b>Please note the Client supplier departments.</b> <b>Who will be the Officer responsible for the designing of the project?</b> <b>If the supplier department will take over the day-to-day responsibility for the project, when will this occur in its design and delivery?</b>	
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

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

### Summary

The BEO are presenting a proposal to from Elevison 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](mailto: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.

Page 75

### **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](http://www.elevision.com)

**Resident**  
**Communications**  
Best Practice Guide

Page 79

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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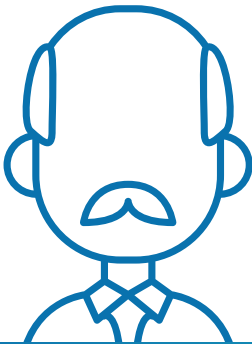
Letters &  
Face-to-face

Phone, Email  
& Telephone

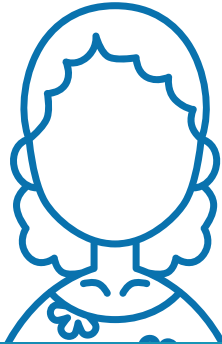
Email & Text  
Messages

Social Media  
& Mobile

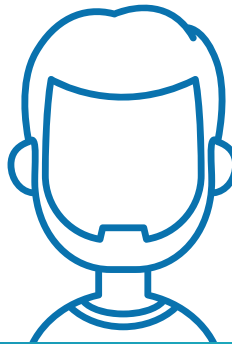
Social Media,  
Digital & Online



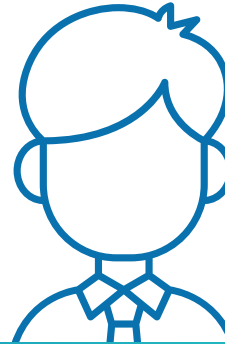
**Maturists**  
Pre 1945



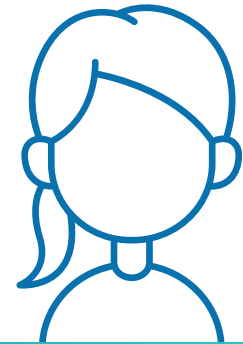
**Baby Boomers**  
1945 - 1960



**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](http://www.elevision.com)

 [marketing@elevision.com](mailto:marketing@elevision.com)

 @Elevision

# ELEVISION

## PROPERTY COMMUNICATIONS PROPOSAL

OCTOBER 2024

BARBICAN ESTATE

**barbican**



# *Introduction* to Elevation

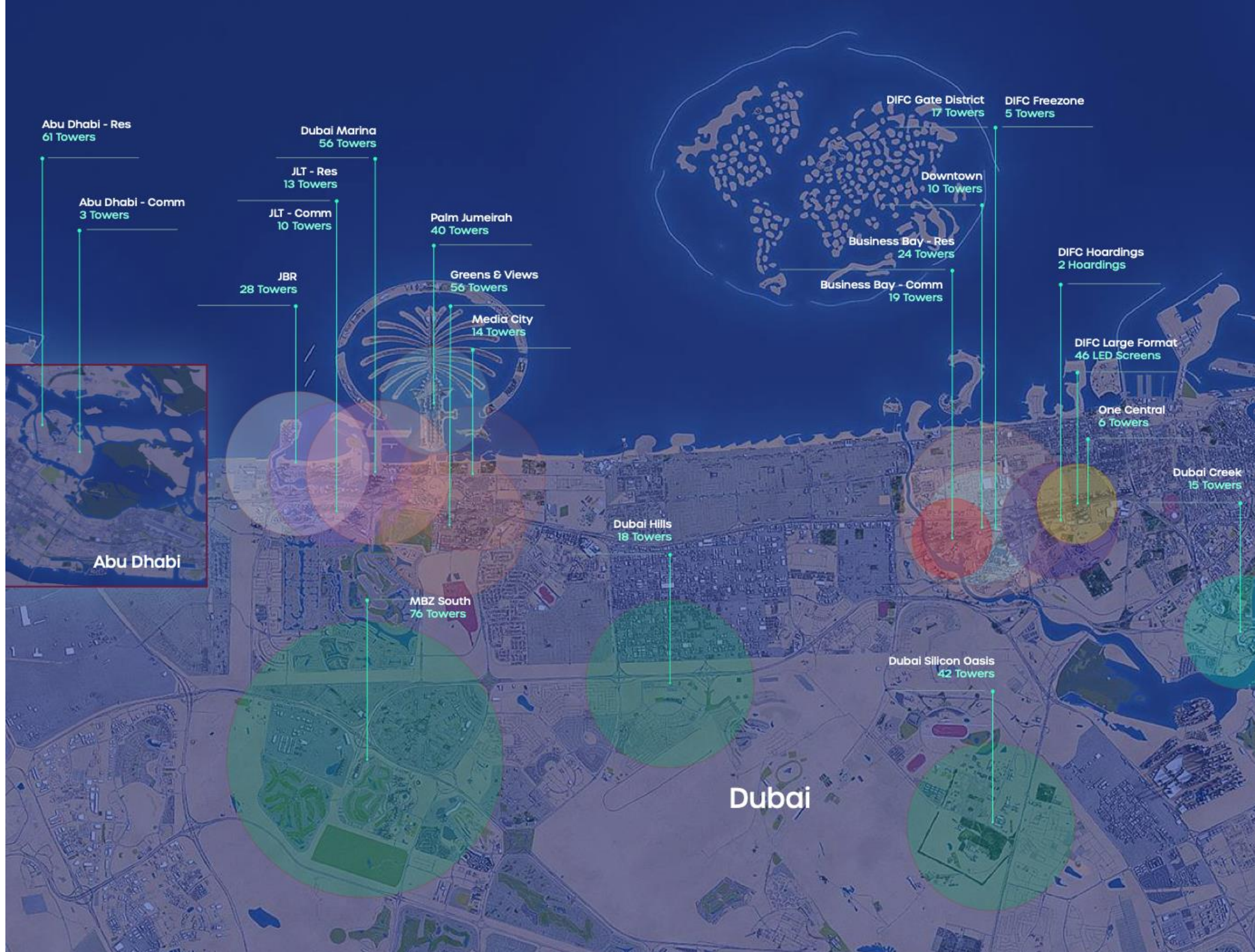


Founded in Dubai in 2011, Elevision are community-based media, communications and advertising specialists. We design, build and operate premium digital signage networks that shape urban environments.

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

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



## ADDED REVENUE

Elevision 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



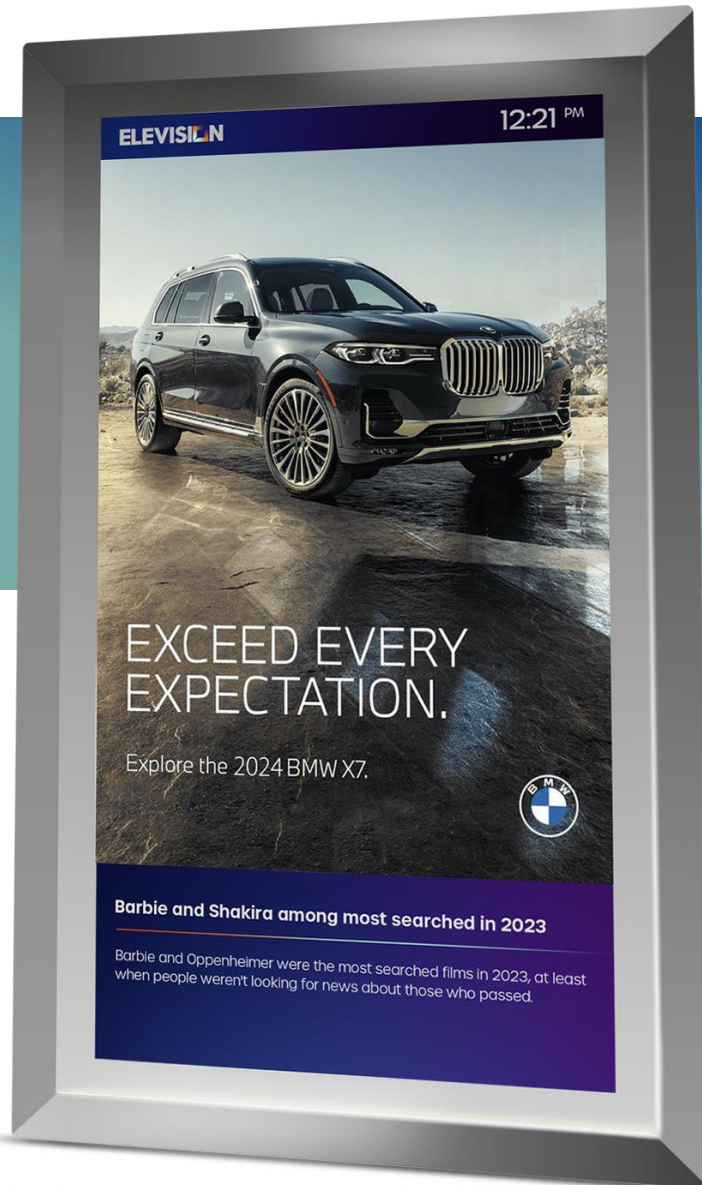
How many people are using each lift



Traffic patterns by time of day and by lift



# Enhancing *Properties*



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

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

In addition to an effective and seamless *resident communication platform*, Elevision 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*



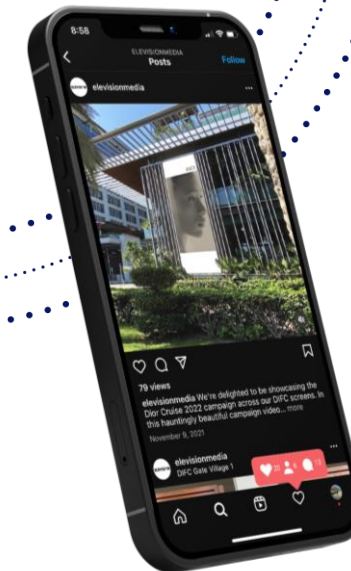
Real-time news, sports & entertainment



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.

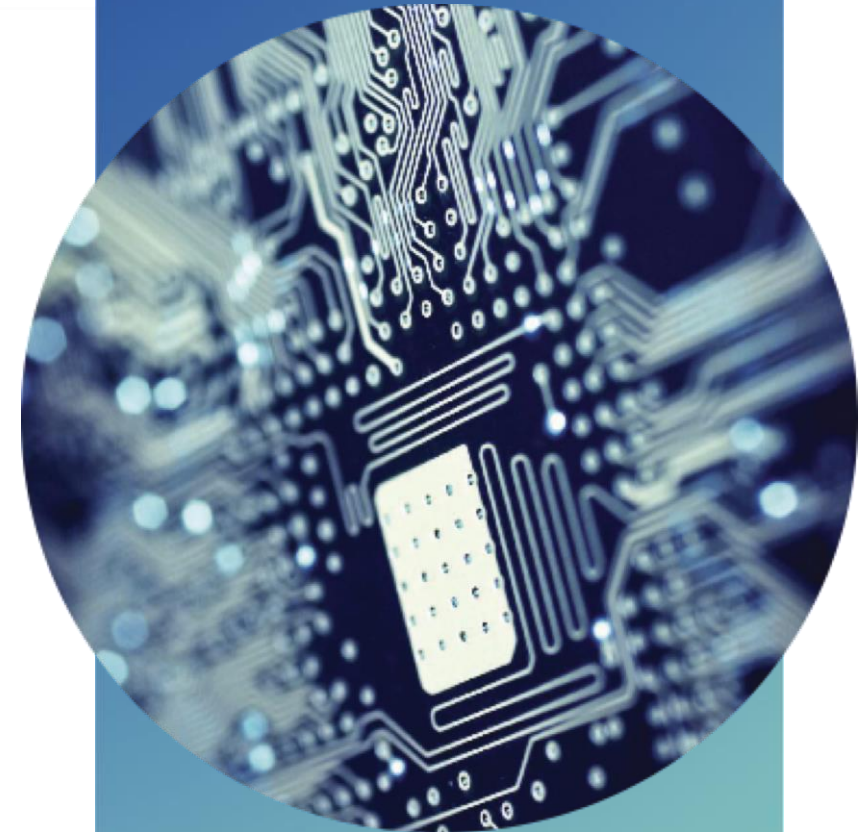
Using state-of-the-art wireless technology, our partners can tactically deploy their content in real-time - allowing for meaningful and effective communications across entire communities.



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**



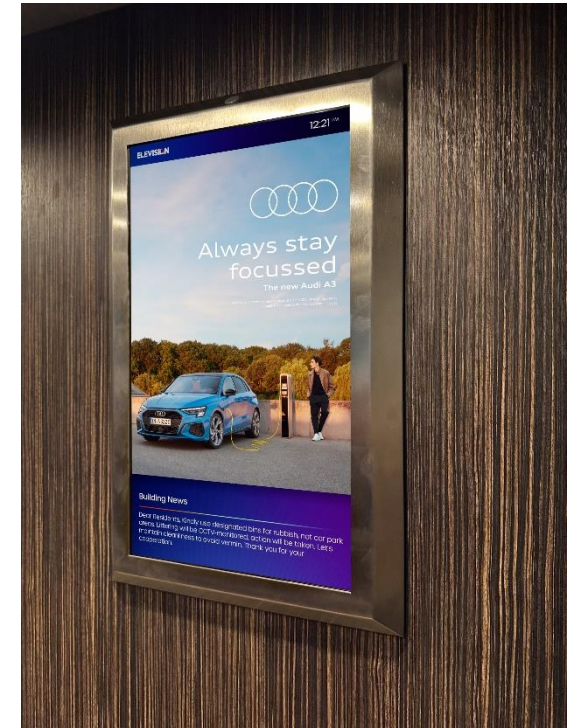
Screen Mode  
**IPS**



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.

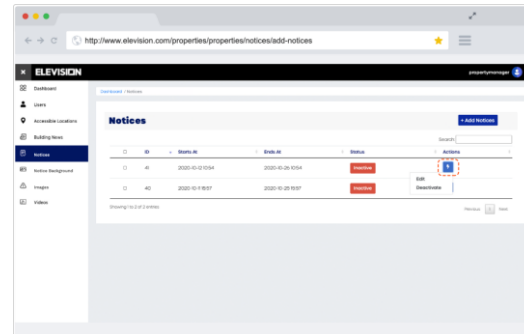
Barbican Estate will have direct access to ComConnect, Elevison's bespoke Content Management Platform, where both corporate, resident and building focused communication can be uploaded seamlessly in the form of notices or images.

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

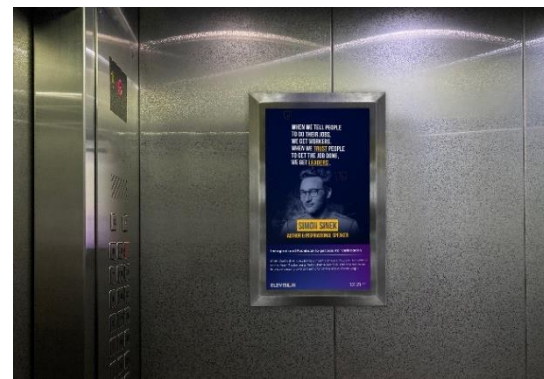
# Content



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  
Business Development Manager  
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becky.jacomelli@elevision.com

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## City of London Corporation Committee Report

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

### 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'<sup>1</sup> showed that between 2018 – 2020, only 6% of the total number of complaints received were from Leaseholders or Shared Owners.

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<sup>1</sup> [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 \(housing-ombudsman.org.uk\)](https://www.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 \(housing-ombudsman.org.uk\)](https://www.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 \(tpos.co.uk\)](https://www.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:

<b>Year</b>	<b>Stage 1</b>	<b>Stage 2</b>	<b>Ombudsman Cases</b>
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](mailto:anna.donoghue@cityoflondon.gov.uk)

**Daniel Sanders**

Assistant Director – Barbican Residential Estate

E: [dan.sanders@cityoflondon.gov.uk](mailto: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](http://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](mailto:admin@tpos.co.uk)

[www.tpos.co.uk](http://www.tpos.co.uk)

[@TPOmb](https://twitter.com/TPOmb) [facebook.com/PropertyOmbudsman](https://www.facebook.com/PropertyOmbudsman)

Membership Enquiries: 01722 335 458 Email: [membership@tpos.co.uk](mailto:membership@tpos.co.uk) | [accounts@tpos.co.uk](mailto:accounts@tpos.co.uk) | [membershipcompliance@tpos.co.uk](mailto: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.

<b>On behalf of applicant</b>	
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:
<b>Witness</b>	
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"/> <b>Membership:</b> 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> *Only one discount may be applied to a membership	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																		
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500-750 branches	25%																		
750-1000 branches	27.50%																		
1001+ branches	30%																		
Propertymark Membership	12.50%																		
<input type="checkbox"/> <b>Registration:</b> 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"/> <b>Residential Leasehold Management (RLM):</b> 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"/> <b>Property Surveyors/ Property Professionals:</b> 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:*	
<b>Head Office / Trading details</b>	
Address (with postcode):*	<b>Services provided</b> 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)**

<b>Contact Details 1</b> – 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:		

<b>Contact Details 2</b> – 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](mailto: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](http://www.tpos.co.uk)

Membership Enquiries: 01722 335 458



@TP0mb



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.

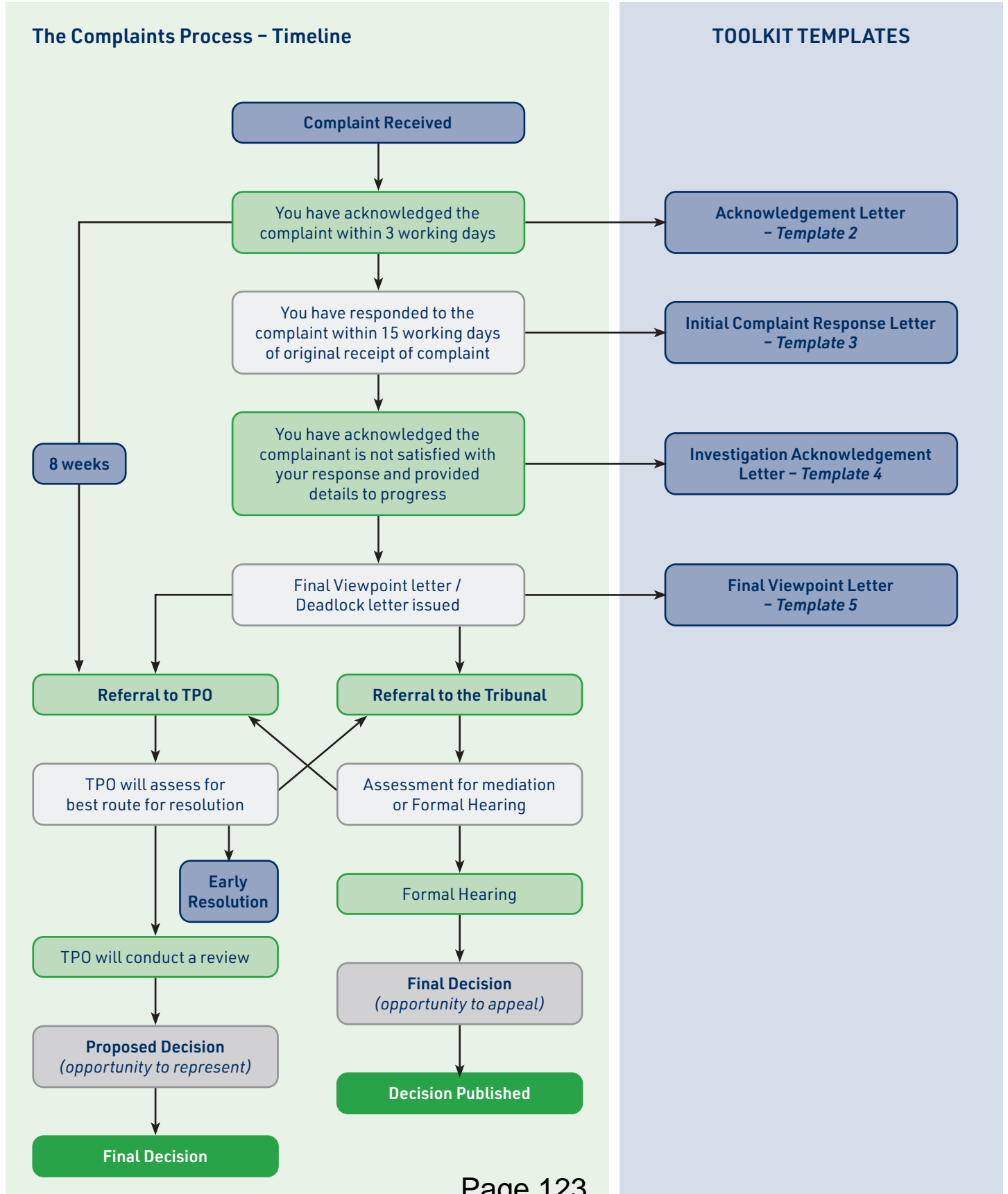
### Take complaints off-line

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](http://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](http://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.

**T**his 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



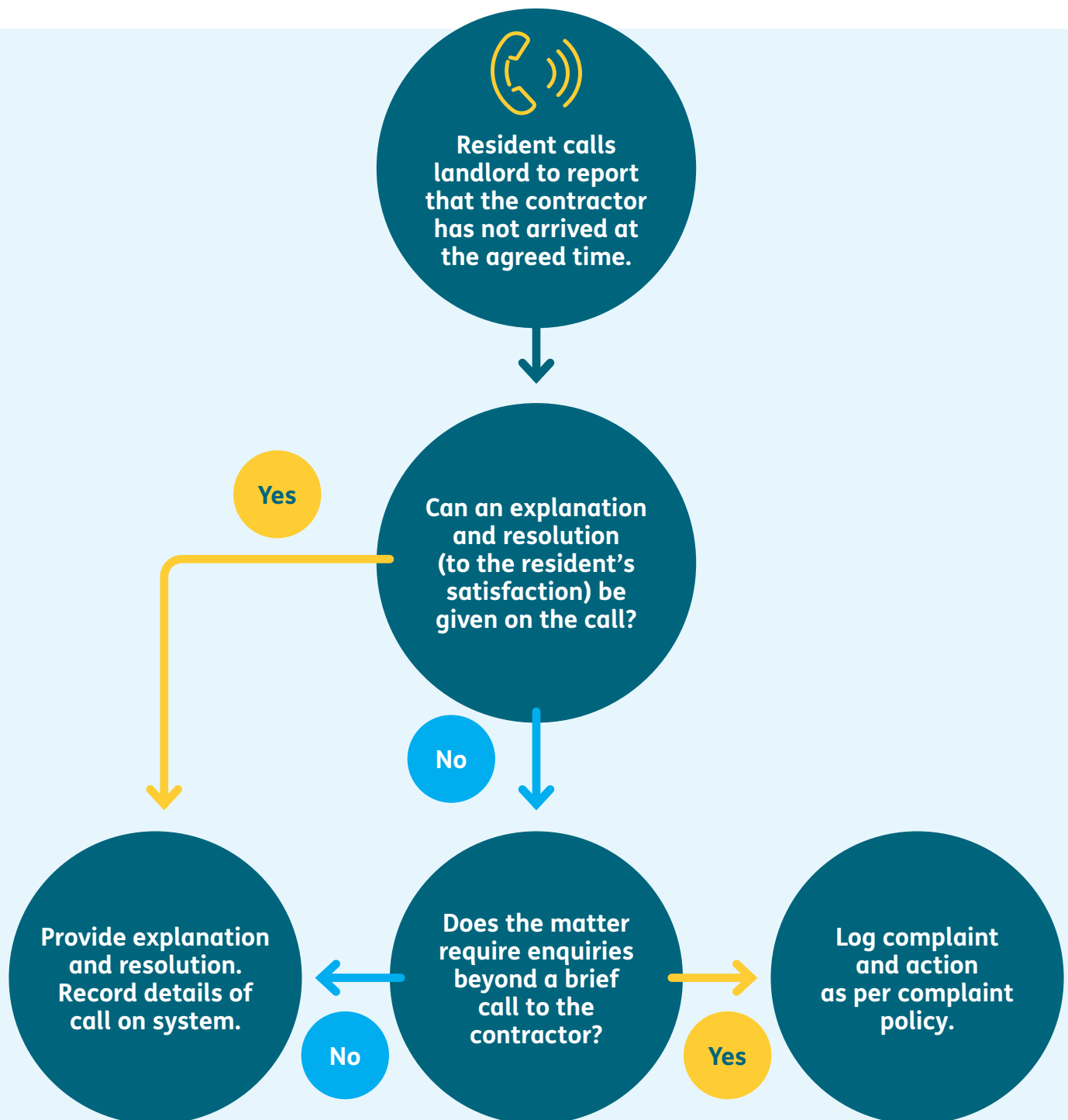


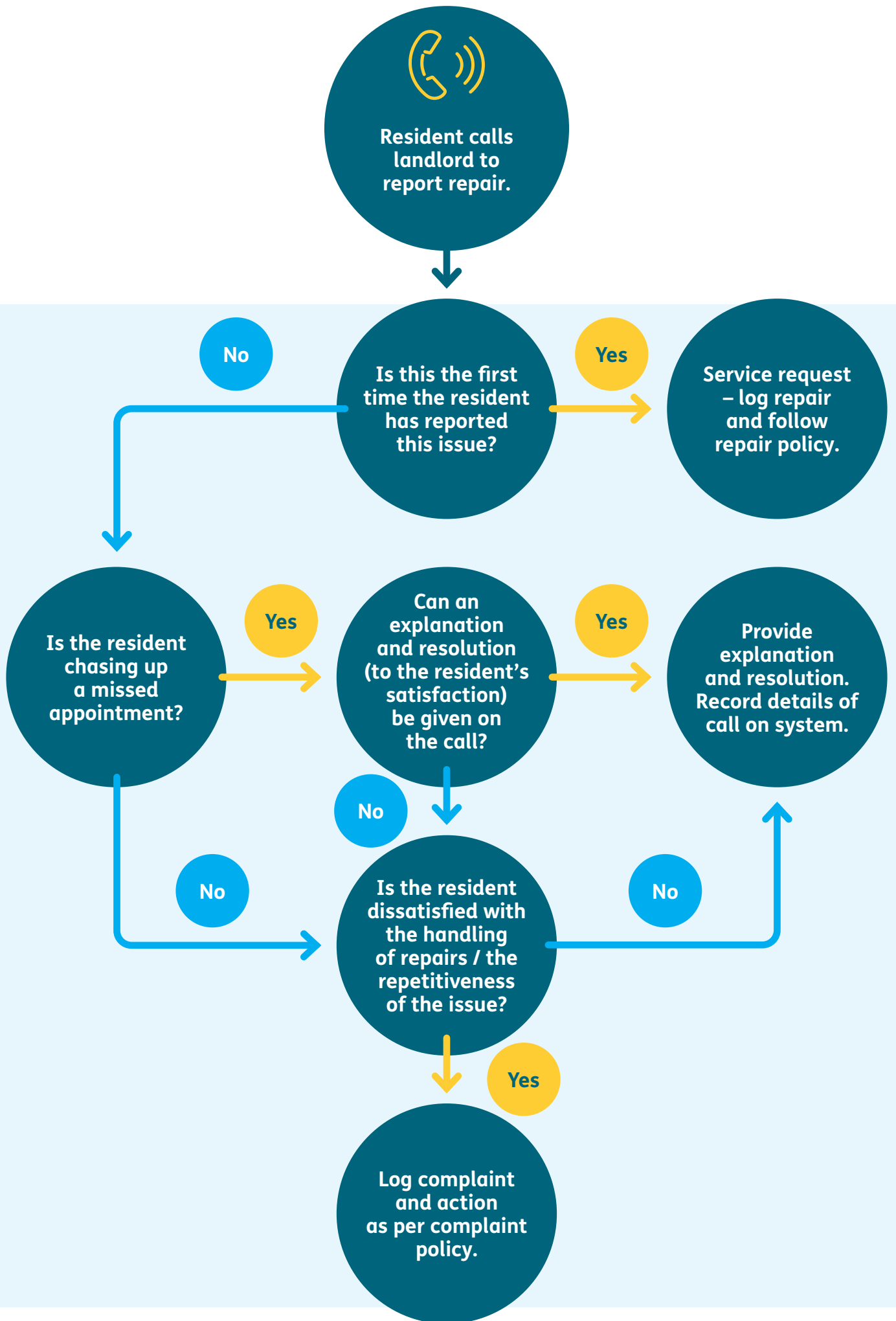
publish this on its website. Landlords must provide a timescale for returning to compliance with the Code.

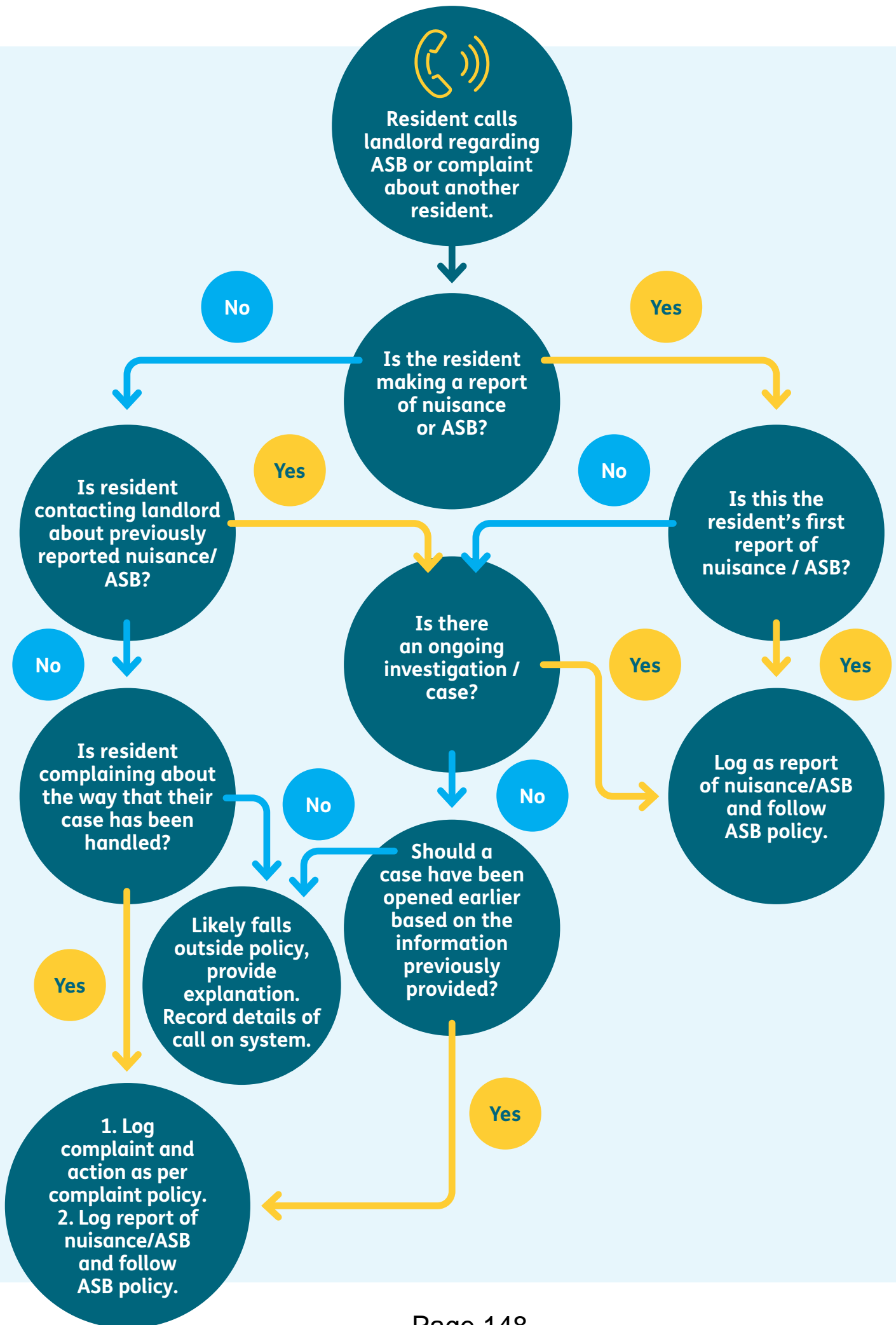
## 9. Scrutiny and oversight: continuous learning and improvement

- 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"> <li>• the issue giving rise to the complaint occurred over 12 months ago</li> <li>• 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</li> <li>• matters that have previously been considered under the complaints policy</li> </ul>			



## 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"> <li>a. deal with complaints on their merits, act independently, and have an open mind</li> <li>b. give the resident a fair chance to set out their position</li> <li>c. take measures to address any actual or perceived conflict of interest</li> <li>d. consider all relevant information and evidence carefully</li> </ul>			
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 <b>within 5 working days of the complaint being received.</b>			
6.3	Landlords must issue a full response to stage 1 complaints <b>within 10 working days</b> 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"> <li>a. the complaint stage</li> <li>b. the complaint definition</li> <li>c. the decision on the complaint</li> <li>d. the reasons for any decisions made</li> <li>e. the details of any remedy offered to put things right</li> <li>f. details of any outstanding actions</li> <li>g. details of how to escalate the matter to stage 2 if the individual is not satisfied with the response</li> </ul>			

# 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 <b>within 5 working days</b> 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 <b>within 20 working days</b> 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"> <li>a. the complaint stage</li> <li>b. the complaint definition</li> <li>c. the decision on the complaint</li> <li>d. the reasons for any decisions made</li> <li>e. the details of any remedy offered to put things right</li> <li>f. details of any outstanding actions</li> <li>g. details of how to escalate the matter to the Ombudsman Service if the individual remains dissatisfied</li> </ul>			
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"> <li>• apologising</li> <li>• acknowledging where things have gone wrong</li> <li>• providing an explanation, assistance, or reasons</li> <li>• taking action if there has been delay</li> <li>• reconsidering or changing a decision</li> <li>• amending a record or adding a correction or addendum</li> <li>• providing a financial remedy</li> <li>• changing policies, procedures, or practices</li> </ul>			



## 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"> <li>a. the annual self-assessment against this Code to ensure their complaint handling policy remains in line with its requirements</li> <li>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</li> <li>c. any findings of non-compliance with this Code by the Ombudsman</li> <li>d. the service improvements made as a result of the learning from complaints</li> <li>e. any annual report about the landlord's performance from the Ombudsman</li> <li>f. any other relevant reports or publications produced by the Ombudsman in relation to the work of the landlord</li> </ul>			

## 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"> <li>a. regular updates on the volume, categories and outcomes of complaints, alongside complaint handling performance</li> <li>b. regular reviews of issues and trends arising from complaint handling</li> <li>c. regular updates on the outcomes of the Ombudsman's investigations and progress made in complying with orders related to severe maladministration finding</li> <li>d. Annual Complaints Performance and Service Improvement report.</li> </ul>			

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

# Housing Ombudsman Service

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Preston, PR2 0ET  
0300 111 3000

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# HOUSING COMPLAINTS STATISTICS (BARBICAN)

2024 / 25: QUARTERS 1 & 2

Q1:

**6** STAGE 1 COMPLAINTS RECEIVED

**2** STAGE 2 COMPLAINTS RECEIVED

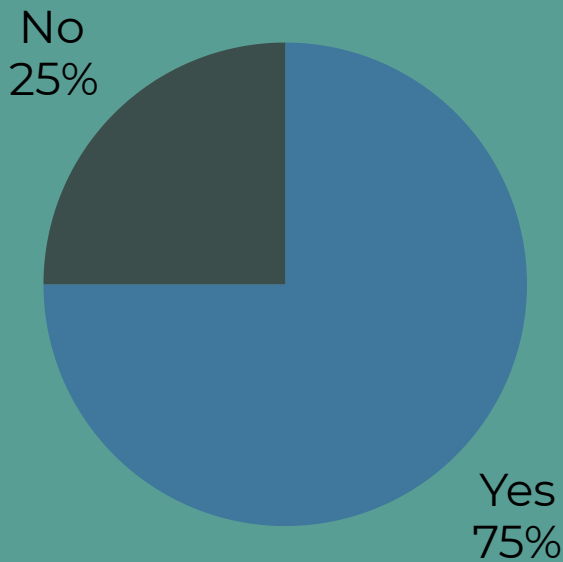
Q2:

**6** STAGE 1 COMPLAINTS RECEIVED

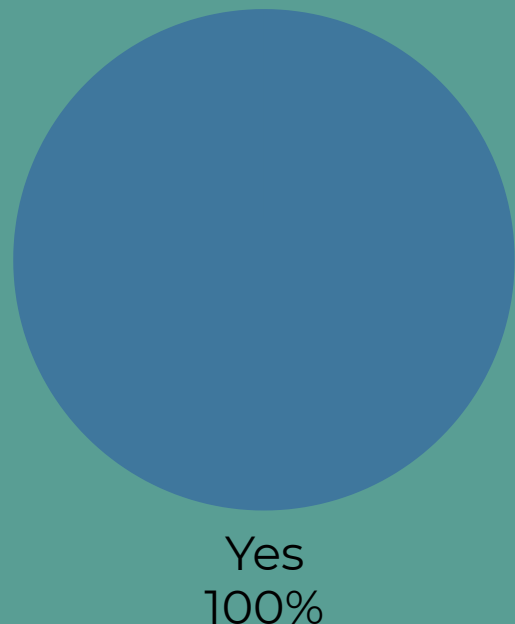
**0** STAGE 2 COMPLAINTS RECEIVED

## ACKNOWLEDGED IN 5 WORKING DAYS:

Q1:

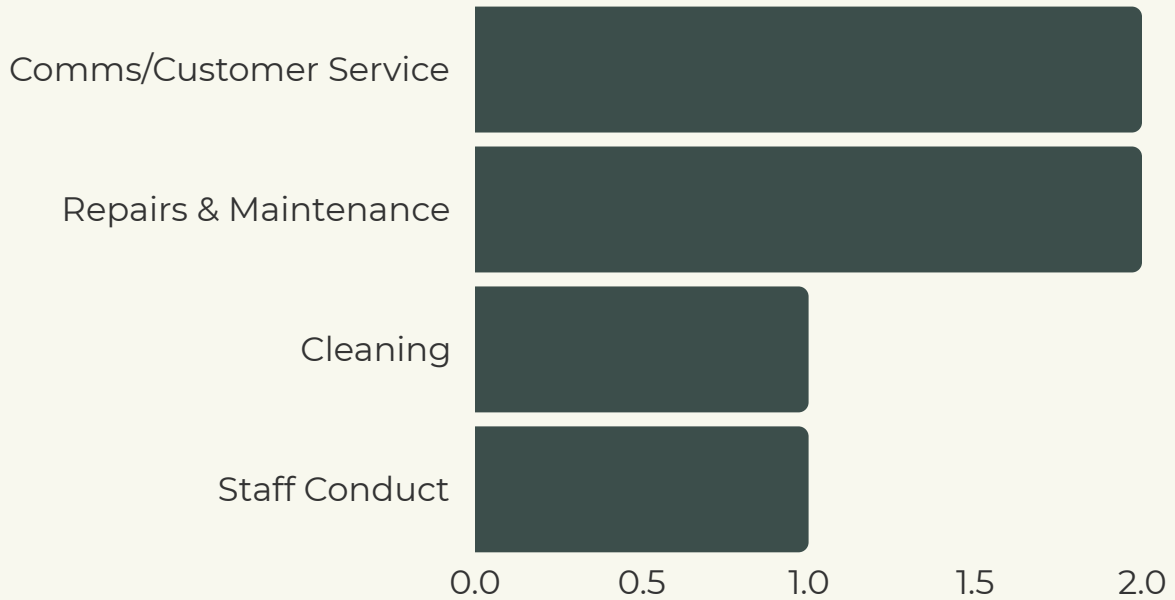


Q2:



# QUARTER 1:

## Reasons for Complaints (Stages 1 & 2):

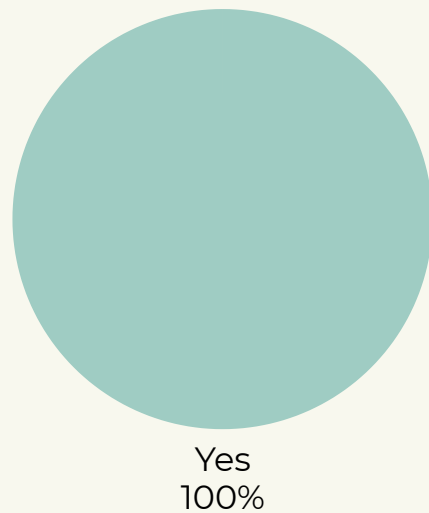


## Stage 1 Complaints Responded to within 10 Working Days:



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:

<b>Upheld</b>	67%
<b>Partially Upheld</b>	33%
<b>Not Upheld</b>	0%

Stage 2:

<b>Upheld</b>	50%
<b>Partially Upheld</b>	50%
<b>Not Upheld</b>	0%

## Feedback Following Complaint Response:

Stage 1:

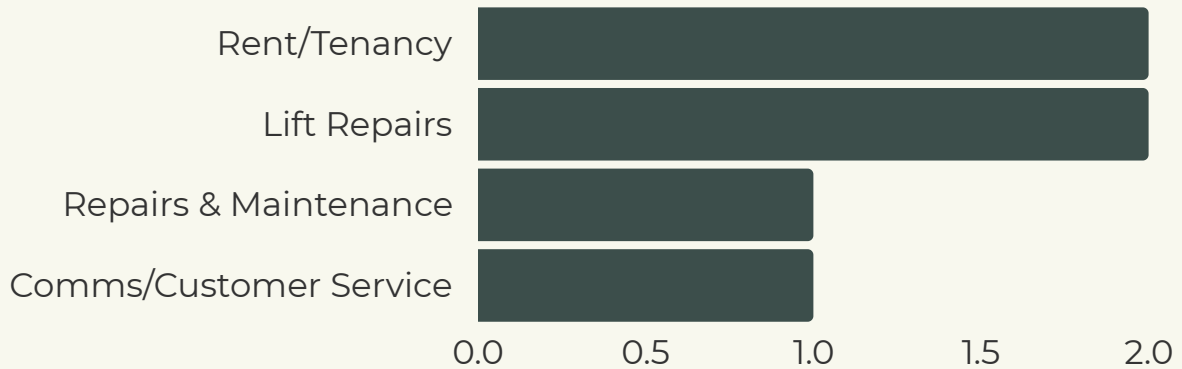
<b>No Response</b>	83%
<b>Escalated to Stage 2</b>	17%

Stage 2:

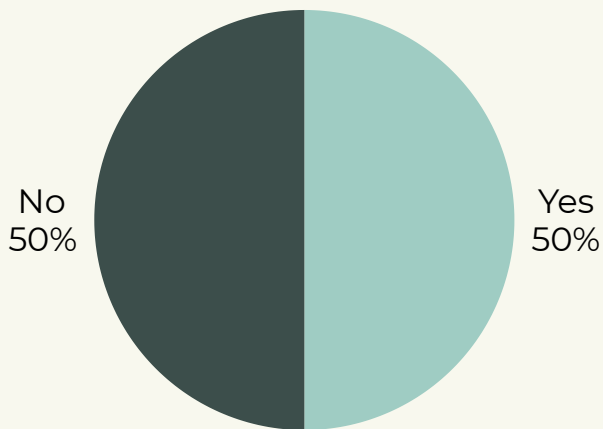
<b>No Response</b>	50%
<b>Satisfied</b>	50%

# 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:

<b>Upheld</b>	17%
<b>Partially Upheld</b>	50%
<b>Not Upheld</b>	33%

## Feedback Following Complaint Response:

Stage 1:

<b>No Response</b>	60%
<b>Ongoing Comms</b>	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><b>Re. Graffiti:</b> “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

<b>Staff Name</b>	<b>Compliment</b>
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

<b>Committee(s):</b> Barbican Residential Consultation Committee: For Information  Barbican Residential Committee: For Information	<b>Dated:</b> 25/11/2024  09/12/2024
<b>Subject:</b>  Blake Tower	<b>Public report:</b>  For Information
<b>This proposal:</b> <ul style="list-style-type: none"> <li>• provides statutory duties</li> </ul>	Providing Excellent Services
<b>Does this proposal require extra revenue and/or capital spending?</b>	Within existing resources
<b>If so, how much?</b>	£ N/A
<b>What is the source of Funding?</b>	N/A
<b>Has this Funding Source been agreed with the Chamberlain’s Department?</b>	Yes
<b>Report of:</b>	Judith Finlay, Executive Director Community and Children’s Services Rachel Pye, Assistant Director of Public Protection
<b>Report author:</b>	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/compartmentation 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 4<sup>th</sup> 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 16<sup>th</sup> 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.**

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