

Follow up information from verbal presentation by Partners for Improvement – 13 January 2015		
1	Summary of the numbers we shared in the verbal update/FAQ's.	Please see the information provided at the bottom of this table
2	Number of mediation referrals and closed ASB cases for 2015	<p>Mediation (provided by Witness Support):</p> <ul style="list-style-type: none"> • New referrals for mediation: 18 – this might seem low but unfortunately, more often than not residents tell us they do not want to take part in mediation. • Number of witnesses referred for support: 30 • Number of cases closed: 162
3	<p>Explanation of the rolling £10k cap is required with a practical example of how it works. So the question focussed on, when does the cap count from on and how is this applied in practice. The example given is if hypothetically there was a rolling 66 year programme of work on a block costing £15k how would this get capped. Also, we need to clarify that the cap relates to works and not to general service charges</p>	<p>The 10k cap works on a rolling 5 year basis and refers to all charges for Repairs and Maintenance, whether levied under a S20 or as a day to day repair, through annual service charges.</p> <p>The cap relates to the date that bills are raised (not when works are completed, cost incurred or otherwise). An example – assuming the date is 31st January 2016:</p> <p>A Home Ownership Officer is preparing a Cyclical Final Account for a resident for the total of £9572.13</p> <p>The amount of this bill the leaseholder must pay depends on how much they have been billed in the previous 5 years – between 1st February 2011 and 30th January 2016.</p> <p>Looking at the residents account the officer may find that the leaseholder has been charged:</p> <ul style="list-style-type: none"> • 25th January 2009 - £8,352.35, for the refurbishment program • 22nd March 2012 - £842.28 for a roof repair <p>In addition they may have been charged for routine repairs on their Service Charge bills in the following years (these bill are always issued on the 1st October):</p> <ul style="list-style-type: none"> • 14/15 – £24.45 – billed 1st October 2015 • 13/14 – £30.00 – billed 1st October 2014 • 12/13 - £228.00 – billed 1st October 2013 • 11/12 - £19.91 – billed 1st October 2012 <p>All these charge fall within the 5 year period, with the exception of the Major Work bill issue on 25th January 2009, therefore for the purposes of the cap the following amount must be taken into consideration:</p>

		<ul style="list-style-type: none"> - £842.28 - 22nd March 2012 - £24.45 – billed 1st October 2015 - £30.00 – billed 1st October 2014 - £228.00 – billed 1st October 2013 - £19.91 – billed 1st October 2012# <p>Total Charge in last 5 years - £1144.64. This is then added to the new bill being prepared - £9572.14 + £1144.64 = £10,716.78</p> <p>Therefore after the new bill is added to the account, a credit of £716.78 will then be added to reflect the cap.</p>
4	Number of tribunal cases in the past year and summary of outcomes	We have had no cases at the First Tier Tribunal in the past year
5	Summary of the qualifications of our building surveyors	<p>Our Building Surveyors hold a variety of qualifications and professional memberships including;</p> <ul style="list-style-type: none"> - BSC Building Processes - HND Building Studies - HND Building Surveying - HND Building Law and Economics - HNC Construction Studies - DipHI (Diploma in Home Inspection) - CIOB (Member Chartered Institute of Building) <p>They also hold many years of experience operating within the housing environment as well as training course in areas such as;</p> <ul style="list-style-type: none"> - Asbestos awareness - Domestic Energy Assessment - Damp - IOSHH - NEBOSH

Questions raised by Dr Potter		
6	When does rolling 5 years cap run from end of works, end of snagging or making good repairing problems created?	Please refer to the answer to question 3, above
7	If the cap is set when costs were incurred, does that mean from when the first cost or last cost in a particular set of major works was incurred?	Please refer to the answer to question 3, above
8	<p>Can you confirm that Partners no longer make good any damage - created by poor major works? eg Damp , blown plaster, ruined decorations</p> <p>If so, can Partners confirm when the " making good" policy changed, as Partner used to tell Leaseholders that they would repair all the damage that arose as a consequence of Partner Major work</p>	<p>The commitment is to make good any defects arising from; poor workmanship, defective design and/or materials. This will be carried out at no extra cost to the tenants or leaseholders.</p> <p>This has always been Partners policy and no changes have been made to this.</p>
9	What guarantee are Partners giving these days on the major works they do on roofs, windows and damp works?	<p>Damp proofing and underpinning are both covered by insurance backed guarantees. New windows must be installed by a FENSA approved contractor. A certificate is issued for all FENSA installed windows and this should come with a 5-10 year guarantee.</p> <p>All general building work e.g. roofing, external rendering are not covered by formal guarantees/warranties but contractors and designers would be liable for defective workmanship or defective design. In practice any building defects that arise as a result of defective workmanship or design would be made good by Partners at no extra expense to residents or Islington Council. The National House-Building Council also provide insurance backed warranties for up to 10 years but this really only applies to newly built housing and not repair/refurbishment work.</p>

10	<p>Partners have previously said that they'll fix problems while they hold the street properties contract & that their roofs should last 30 years.</p> <p>Does that mean e.g. that if the 16 year PFI2 contract is terminated in 2022 that any roofs being repaired now are only in effect guaranteed for 8 years?</p>	<p>In principle, building defects that arise as a result of defective workmanship or design for which Partners is responsible would be made good by Partners at no extra expense to residents or Islington Council.</p> <p>The PFI Project Agreement is a contract under seal and the normal provisions for managing claims to make good defects and latent defects would apply. The limitation period for making a claim is 12 years.</p>
11	<p>Why do Partners never give us copies invoices of their expenditure despite it being the law and despite repeated asking?</p>	<p>A lot of the charges we levy, principally those relating to repairs, are not supported by invoices. A lot of the work that is carried out by the Repairs Team is conducted by directly employed operatives, with the charges being based on National Housing Federation schedule of rates costs. Other charges such as the annual management fee are based on a build-up of staff costs, so again there are no invoices involved. If we do have access to invoices, for example with communal electricity charges, we will always try and provide the invoice.</p> <p>Where sub-contractors are involved with repairs, for example with scaffolding, it is no longer common practice for companies to provide individual invoices for individual jobs. – We now operate an ‘application for payment’ system whereby each month the contractor submits an application for payment for all works completed in the month. The application is a list of job numbers, addresses and works descriptions completed in the month.</p> <p>The application is scrutinised by both the Operational and Commercial Teams for accuracy. Any queries are removed from the application, and the application is then valued. The balance is then certified and paid. Individual queries therefore do not delay payment.</p>
12	<p>Why do Partners repeatedly hand out new bills for repairs to major works that have been badly done in the recent past?</p>	<p>If a repair/replacement is carried out and fails due to poor workmanship or defective materials, we would revisit that repair at no extra cost to the leaseholder.</p> <p>If a leaseholder receives a Section 20 for proposed works that they do not believe they should be charged for they have 30 days from the date of the Section 20 to come back to us to make their observations. We will then consider these observations and respond.</p> <p>If they are not happy with their Final Account for completed works they can also then use the formal Final Account Challenge process.</p>

13	Be-spoke rates	99% of works carried out is specified using the National Housing Federation (NHF) rates. One example of works where the rates are not used is specialist damp proofing treatments. In this instance we do not use be-spoke rates, but rather price individual items using a mixture of the NHF rates combined with labour and material rates for specific non schedule items.
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During 2015.....	
calls handled by the Home Ownership Team (HOT)	80,000
letters were replied to	4,200 items of logged correspondence were responded to during 2015
ASB cases opened (all tenures)	129 cases were opened
As a result of those cases, actions taken (all tenures)?	Signed 1 Anti-Social Behaviour Contract Sent 3 Warning Letters Served 13 Notice Seeking Possession Served 2 Full Possession Orders Successfully obtained 7 injunctions and also 1 interim injunction
Number of general enquiries received by the HOT	3,474
Number of Final Accounts issued	390
Number of Section 20's (S20's) issued	1285
Number of observations received for S20's issued	192
Number of challenges closed	49
Number of challenges opened	39
Responsive Repairs completed	In excess of 25,000 (6,530 of these were in communal areas)

Major Repairs carried out	1,863
Post inspections (quality) carried out for Repairs	2,200
Properties receiving Cyclical Decorations	189
Cyclical Works planned for 2016 and 2017?	443 to be completed in 2016 and 467 in 2017

