

Appendix A (Mary Powell Objection 11)

1. Partial Fire Door upgrade to Brereton Road, Whitehall Street and Orchard Place flats



1.1 New front doors Brereton Road



1.2 New front doors Orchard Place



1.3 Old front doors 1-29 Whitehall Street



1.4 Old front doors 31-61 Whitehall Street



1.5 Old front doors 63-89 Whitehall St



1.6 Boarded up property [redacted] Whitehall St

2. Communal Stairwells and Walkways outside ■ Whitehall Street



2.1 Main entrance door to stairwell in front of ■



2.2 Entrance Lobby



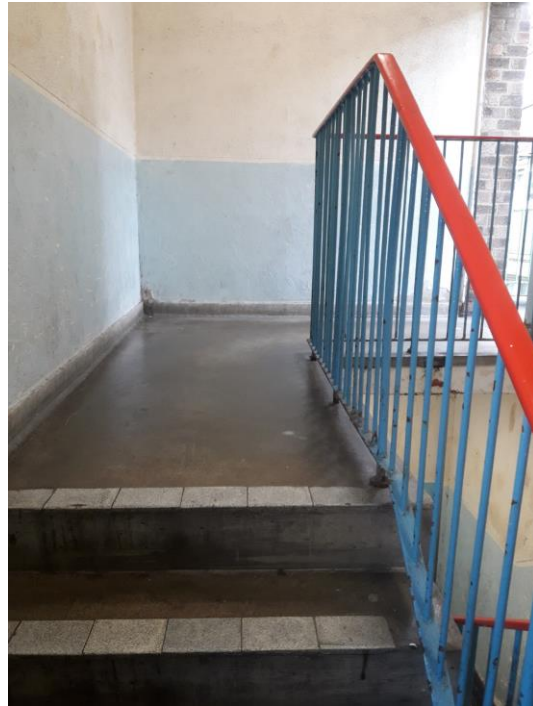
2.3 First flight of steps



2.4 Second flight of steps



2.5 Third flight of steps



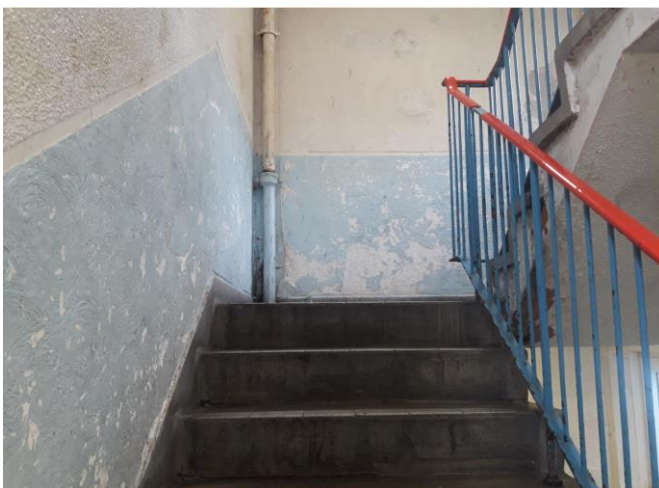
2.6 Fourth flight of steps



2.7 First landing



2.8 Second landing



2.9 Third landing



2.10 Top Landing

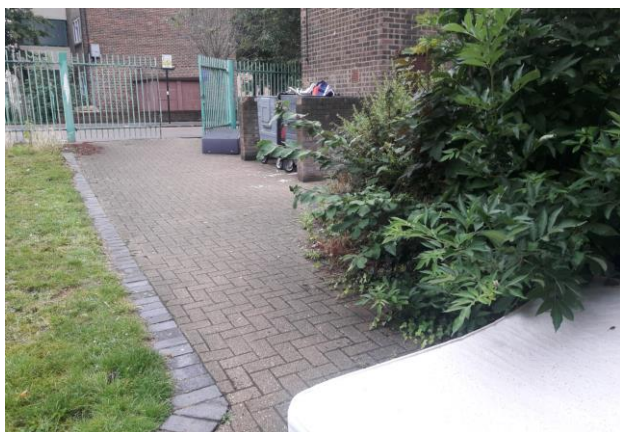


2.11 Elevated walkway outside [REDACTED]

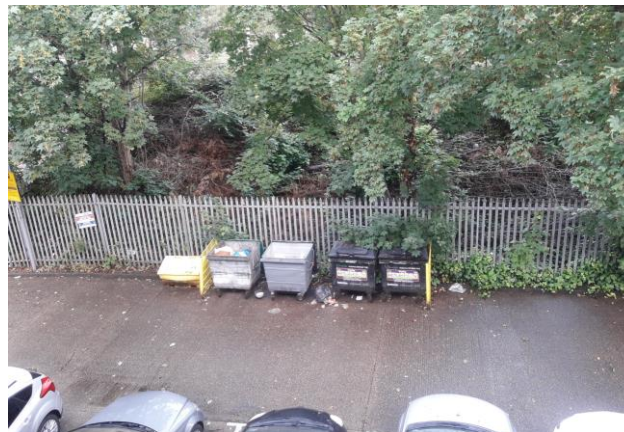


2.12 Underside of elevated walkway

3. Poorly maintained and unhygienic bin areas



3.1 Fly tipping near [REDACTED] Whitehall Street



3.2 Orchard Place bin area



3.3 Combustibles at Orchard Place



3.4 Insecure store room door next to bins outside [REDACTED]



3.5 Insecure store room door next to bins outside

4. Poorly maintained and overgrown railings behind Whitehall Street Flats



4.1 and 4.2 broken and missing railings on fences behind Whitehall Street flats



4.3 and 4.4 rusting fencing and damaged gate in railings behind Whitehall Street flats



4.5 and 4.6 overgrown railings behind Whitehall Street and Orchard Place flats

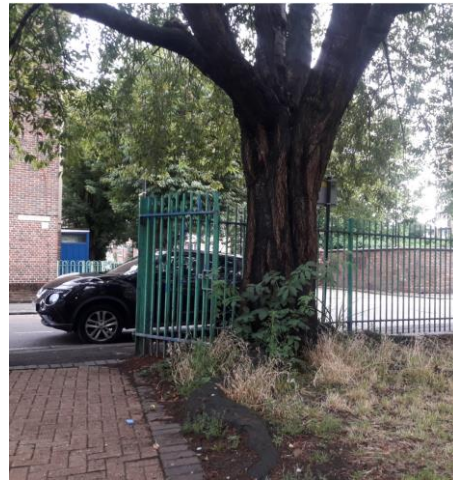
5. Poorly maintained grounds at Whitehall Street (epicormic growth, hole in lawn, damaged planter)



Epicormic growth and weeds in front of 1-29 Whitehall Street



Hole in lawn behind Orchard Place



Epicormic growth and weeds in front



Damaged and hazardous planter behind flat



Shrubbery in front of Whitehall Street



Shrubbery in front of Whitehall Street

LOVE LANE LEASEHODER OFFER – Consultation Responses February 2021 (Mary Powell)

Question 1 – do you agree with the proposed definition of a resident leaseholder

No, I do not agree. This definition is designed to save the council money and not for fairness. It will penalise anyone who has legitimately moved in as a resident leaseholder since December 2014. There would not be an issue with buy-to-let landlords moving back in for 12 months, if the council had not been so chaotic at Love Lane Estate. This supposed regeneration has been dragging on for about 10 years, and people's lives move on. Some people will have moved on to the estate since 2014 in the normal course of life, over a period of more than 6 years. Moving back by landlords seems a lot of trouble to go to for an extra 5% of value in compensation, likely to be cancelled out by the costs of removing tenants and moving back anyway.

Other Comments

A process which has been based on social cleansing in the shadow of the new football stadium has been dragged out by council incompetence. You cannot blame Covid-19 for everything as this ineptitude long predates the pandemic. The council sought initially to avoid a ballot then this was forced upon them by the Mayor of London, and an earlier consultation with leaseholders had to be pulled as it was defective. The time taken means that people will legitimately need to move house in the meantime, and the December 2014 cut-off is unfair on those people.

Question 2a – do you agree with the proposed minimum contribution of 25% for the enhanced equity loan offer?

No – the very existence of an equity loan scheme is an admission that the new properties will be too expensive for leaseholders to buy outright from any compensation payment. Leaseholders who currently have 100% equity will be forced into a Ponzi scheme with as little as 25% equity (and forced to invest their whole compensation too). Reducing the minimum share from 60% to 25% is a further admission of guilt on the part of the council, as to how unaffordable the new development will be. Anyone who has already paid off their mortgage, and thought they would be in the clear, will be in hock again, this time to Haringey Council.

Other comments

Both shared equity and shared ownership are a bad deal. The leaseholder has a percentage share of the equity but 100% of the repairing responsibilities and service charge obligation. If it is necessary to offer one of these schemes to current 100%-equity leaseholders, it is an admission that the new development will be unaffordable in any normal sense of the term. That too means that the development is likely to have high service charges for features and facilities we currently do without. I have managed leasehold new build/shared ownership schemes when working for a housing association, and the leaseholders had the worst of both worlds. It was far from affordable and was a financial trap. For current leaseholders in Love Lane, it will represent a downgrade in our tenure status.

Without knowing who the new freeholder or managing agent will be, it is also impossible to comment. Private developers will seek to maximise their profit, through inflated management charges and anything else they can bolt on to the service charge actuals. Inflated ground rents are also a real fear. Lendlease, your preferred developer, does not have a good reputation.

Appendix B (Mary Powell – Objection 11)

Question 2b – do you agree with the proposal to provide a 12-month grace period to the leaseholder's adult child/beneficiary to decide what to do with their home?

No – currently I own a 100% equity share in my lease and can leave the property to whomsoever I please during the period of the lease. The equity loan scheme is an admission that the new developments will be unaffordable for 100% purchase so I am expected to downgrade my lease and the rights that I currently have to pass this to another person when I drop dead.

The 12-month grace period simply prolongs the pain. The loan should only be recoverable if the property is being sold on through the open market, as with other charges against a property.

Question 3 – Do you have any other comments around the equity loan offer?

This “offer” is little better than the council playing the part of a loan shark. Leaseholders who currently have 100% equity are forced to choose between social cleansing or being in hock to the council in an unaffordable development. The term “offer” is an insult.

Question 4 – Do you agree with the proposal to provide a leasehold swap?

No – I want to stay where I am, thank you very much. The flats at Love Lane if they had been managed properly by the council would be in better condition. The communal areas have been left to rot. Since I moved in (2007) there has been no communal decoration and the gardens are barely maintained. Renewal of street doors stopped half way through the programme and did not get to my block.

A leasehold swap would only be the least bad option on offer, but is subject to availability.

Other comments

A better option would be to offer lifetime secure tenancies to resident leaseholders who prefer this option. (Not to be offered on another estate being lined up for demolition as the process starts again.)

Question 5 - Do you have any other comments regarding the proposed re-housing options for resident leaseholders as set out in pages 13-16 of the draft leaseholder offer?

This “offer” has nothing of interest to me. I do not want to move and will be voting against demolition. I have the time and patience for a war of attrition with Haringey Council. I am not interested in moving into an expensive new development with unnecessary features to be paid for through exorbitant service charges, to a private developer. Shared equity and shared ownership are a con.

Question 6 – Do you agree with the proposal to appoint a single joint expert in the first instance if there is a difference in valuations between your surveyor and the Council surveyor?

No – I do not believe that such a “joint expert” would be sufficiently neutral as a local authority has more power and influence over members of the surveying profession than does an individual leaseholder. I do not trust Haringey Council to approach this exercise honestly and am preparing for a long battle to stay put.

Other comments – I do not intend to engage with this process voluntarily.

Question 7 – do you have any other comments regarding the proposed valuation process for resident and non-resident leaseholders as set out in page 12 of the draft Leaseholder Offer?

I expect a prolonged battle with Haringey Council. I have no desire to move out of my home into a new build rabbit hutch with an equity loan share, exorbitant service charges or inflated ground rent.

Question 8 – Do you agree with the proposal to offer reimbursement for Decent Homes work?

No – the decent homes work stopped mid-programme on this estate so those of us who did not benefit from any improvements are being punished twice by the incompetence and financial mismanagement of Haringey council. I have watched the communal areas on the estate rot since I moved in (2007) and they were not in a good state when I arrived.

Do you have any other comments about the reimbursement for Decent Homes work?

The council should carry out the delayed works at no additional charge to leaseholders as the fabric of the estate has been permitted to deteriorate through no fault of ours. Work stopped at about the time the council decided it wanted to socially cleanse the area for the benefit of the new stadium development. The council should pay for its mistakes.

Question 9 - Do you have any other comments on the payments for the resident and non-resident leaseholders as set out in pages 13-18 of the draft Leaseholder Offer?

I do not accept the principles of this consultation, as I believe it is driven by social cleansing in the area of the new stadium development. I do not want to move and will be voting against demolition. The residents in temporary accommodation appear to be getting moved on and off the estate too fast to benefit from any revised offer too.

I am not interested in shared equity or shared ownership as these represent a poor financial deal and are a real decline in my tenure status. I wish to remain in my current home with 100% equity. Leasehold new build properties do not fill me with confidence and there are many accounts in the housing press of poor-quality developments built to meet Section 106 obligations. I am not interested in expensive new facilities and services which will inflate the service charges, and fear inflated ground rents in place of the council pepper-corn style ground rent.

Question 10 – Do you have any other comments on the draft Love Lane Leaseholder Offer?

This document was sent out in hard copy with a reply envelope too small for the booklet to be returned. It is not, as far as I can see, available electronically to complete on the council's website. The administration appears designed to discourage a response, as hand writing into a booklet is tedious and inefficient. Hence, I will submit this document electronically (backed up by post using the return envelope, as my document will actually fit). Which is it, cock up or conspiracy (Haringey Council is capable of both)?

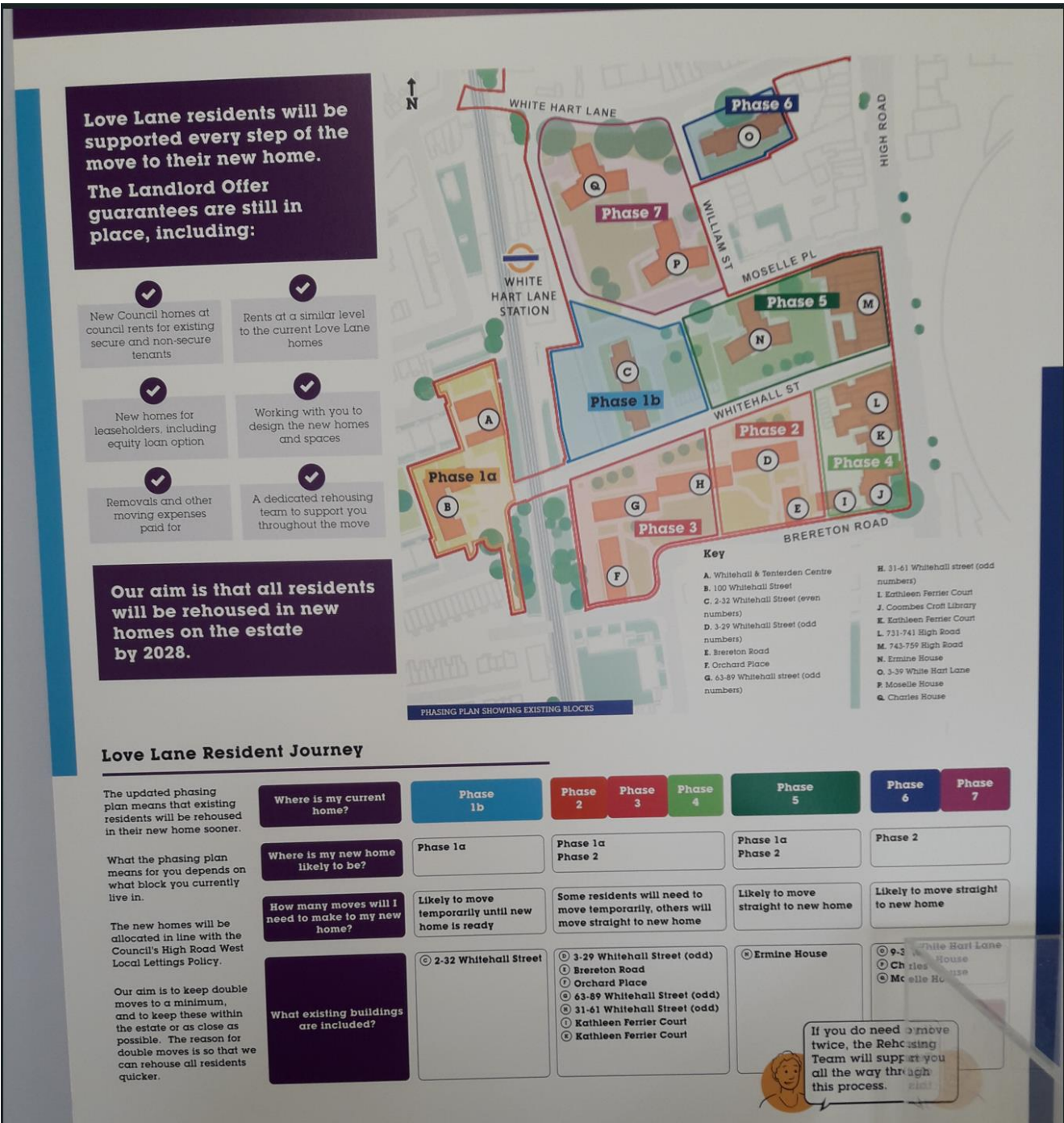
Name: Mary Powell

Address: [REDACTED]

Equalities Monitoring Form: Refused

Appendix C (Mary Powell Objection 11)

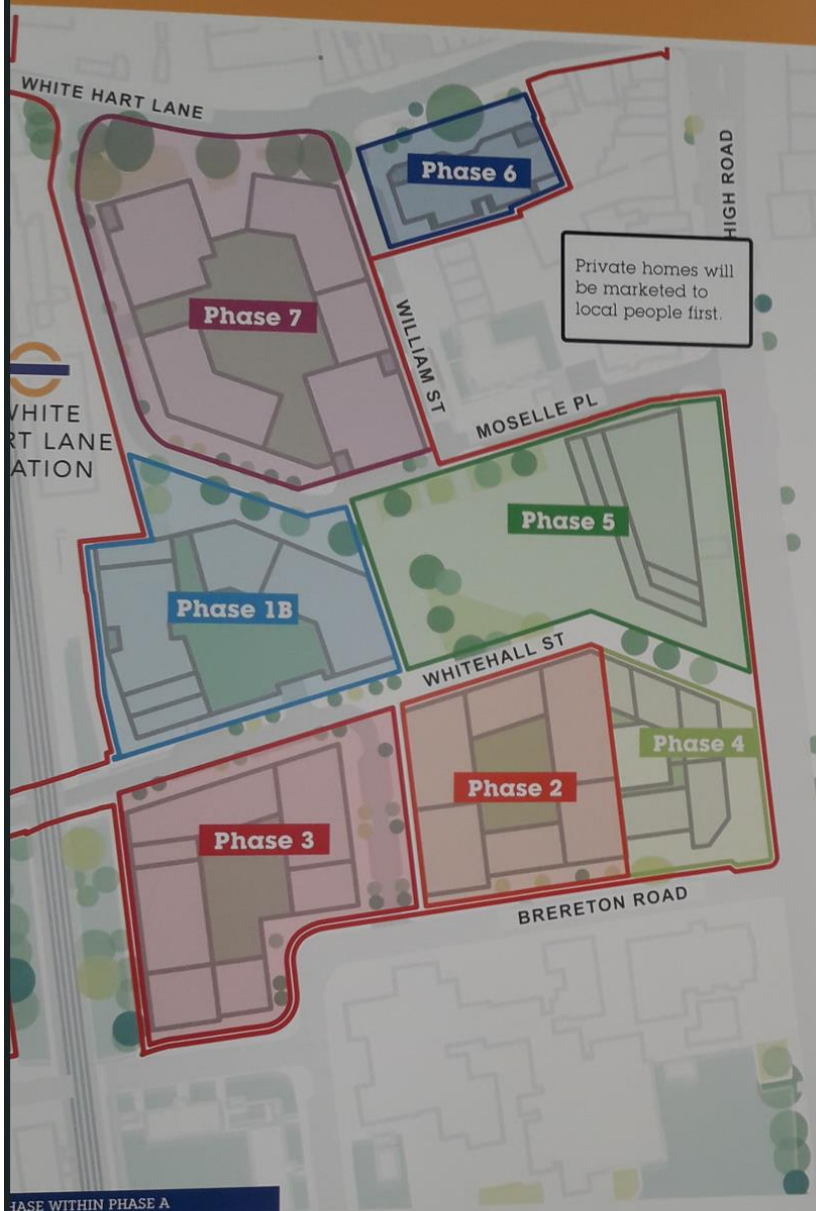
Display Boards seen at Residents' Association meeting on 6 July 2023.



asing will deliver key benefits such as council
d community facilities more quickly for the
while minimising disruption.

When you'll see the new community benefits

To deliver new homes, workspaces and wider benefits more quickly for the community, updates have been made to the scheme's phasing plan. The table and map provide key dates* of when you will start to see different parts of HRW delivered.



2025	Phase 1A Start Q4 2023 • First 61 new Council homes for Love Lane residents built	Q1 = Spring Q2 = Summer Q3 = Autumn Q4 = Winter
2028	Phase 2 Start Q3 2025 • New Council homes, rehousing all other Love Lane residents • Mix of business and retail spaces	
2029	Phase 3 Start Q3 2025 • New Council homes for the wider housing register.	Phase 4 Start Q1 2027 • New affordable and private homes • Mix of business and retail spaces including the High Road
2030	Phase 5 Start Q2 2028 • Library & Learning Centre	Phase 6 Start Q2 2028 • New private homes
2032	Phase 1B Start Q1 2029 • New private homes • Landscaped, shared spaces	Existing buildings at Phase 1B will be demolished in 2025 to provide space for temporary uses and construction logistics.
2034	Phase 7 Start Q3 2028 • New private homes • Mix of business and retail spaces	

*These are target dates and may change. We will notify you of any changes to these dates

Use and Opportunities

Appendix D (Mary Powell - Objection 11)

Mary Powell

From: Mary Powell [REDACTED]
Sent: 06 August 2023 15:38
To: 'Scott Mundy'
Cc: 'Suzanne Prothero'
Subject: RE: Request for meeting regarding High Road West CPO

Dear Mr Mundy

I note your response below and have further questions and observations:

1. According to your explanation below, planning consent for the new phasing plan has not yet been obtained (see highlighted section). This means that an accelerated CPO notice was issued before a "decision" was taken in May 2023 to revise the phasing plan, and before any planning consent for this amendment has been obtained. ***Who made the decision in May 2023 if it was not the planning committee? Please can you confirm when this will go in front of the planning committee and how I may submit a response to any preceding consultation?***
2. I am still not aware of any public consultation about the proposed amendment to the planning consent. Drop in sessions and fun days, after the phasing plan was "updated" are not a consultation. As someone who responded to the earlier planning consultations in detail, and an affected resident I should have been written to directly at my home address before any decision is taken. The coffee mornings are a preposterous suggestion for someone who was working full time. I discovered the proposed change to the phasing by accident, not through any effort on your part to keep me informed. ***Are you still trying to claim this is adequate consultation?***
3. You have stated that the revised phasing plan would allow resident leaseholders (who wished to do so) to move into new homes on the new estate. However the revised phasing plan seems to render this impossible. Phase 1A which is the first phase to be completed is anticipated as being ready in Q3 of 2025, with other phases to follow between 2028 and 2034, according to the council's own statement of case at page 29. You are trying to get me out of my home by Q1 of 2025 (see below in your email of 13 July 2023). Therefore your assurances that resident leaseholders could be accommodated in the new estate are fundamentally dishonest. Phase 1A appears to be intended for rehousing council tenants in any case, and not leaseholders. ***Do you expect residents leaseholders to try to find rented accommodation until other properties have been completed after 2028 and move twice? This appears to be designed to make resident leaseholders give up on the idea of staying in the area. What alternative explanation do you have?***
4. You continue to refer to the Equity Loan option which I have already stated is entirely unacceptable, why do you continue to do so? I am not going to change my mind about this swindle. Please desist.
5. Nor can I trust the council with a lease swap as a leasehold property which has come back to the council in a non-social-cleansing area is likely to be unsaleable for other reasons. I believe you would be trying to fob me off with a problem property e.g. affected by subsidence or damp. ***Please can you explain how else a leasehold property might have come back to the council for disposal?***

I await your response in the hope that it will be more timely than the last one.

Yours sincerely

Mary Powell

From: Scott Mundy [REDACTED]
Sent: 03 August 2023 14:52
To: Mary Powell [REDACTED]
Cc: Suzanne Prothero [REDACTED]
Subject: RE: Request for meeting regarding High Road West CPO

Dear Ms. Powell,

Thank you for your email of 18 July.

In regard to the revised phasing plan for the High Road West scheme, the contract between the Council and Lendlease has a process in place whereby any opportunities for providing enhanced benefits through amendments to the phasing, can be agreed between them, subject to the Council (in its capacity as Local Planning Authority) confirming the change.

As noted in my previous email, the revised phasing plan was developed with a view to accelerating the delivery of Council and other affordable homes within the scheme, with the aim of rehousing existing residents quicker. The Council has committed to ensuring that existing secure and non-secure tenants and resident leaseholders can move to new homes within the scheme and the revised phasing plan has been developed with a view to realising that commitment faster.

The planning permission for the scheme includes a condition whereby a phasing plan has to be submitted and approved by the Local Planning Authority prior to the scheme commencing. This condition was previously approved in October 2022, and the process is underway to submit an updated phasing plan pursuant to this condition.

The Council has been keen to update Love Lane Estate residents on these changes and the rationale for the update, and held drop-in sessions in May and June 2023, which were advertised by flyer. The events included an exhibition at the Grange and a stall at the recent community fun day. The exhibition is still in place at the Grange and available to view at the weekly coffee mornings on Thursdays (10-2) or by appointment. I've attached electronic versions of the boards for information.

I understand from previous correspondence that you do not consider the equity loan option for moving into one of the new homes in the scheme, as set out in the Leaseholder Offer, appropriate for you. If your position changes then we would be happy to look at this and to work with you to develop a rehousing plan with the aim to make the move as straightforward as possible.

In regard to other rehousing options, you may be aware that the Leaseholder Offer includes the option of a leasehold swap for another Council-owned property in the area or borough. This is subject to availability of properties but if you feel this may be something that would work for you then we can explore this further. I've attached the Leaseholder Offer which includes more information on this.

I hope this covers your questions but if you have any further queries please do not hesitate to let me know.

Kind regards
Scott

From: Mary Powell
Sent: Wednesday, August 2, 2023 9:39 AM
To: Scott Mundy <[REDACTED]>
Cc: Suzanne Prothero <[REDACTED]>
Subject: FW: Request for meeting regarding High Road West CPO

Dear Mr Munday

I emailed you on 2 and 18 July 2023 to query the apparent urgency with which you are seeking to get me out of this property. I have not received a response to my most recent email below, which was sent 15 days ago.

If you are not in a position to respond or are unwilling to do so, please can you refer me to a colleague who is able to answer my question below. The bringing forward by 4 years of the date by which you want to demolish my home has not been explained adequately.

Yours sincerely

Mary Powell

From: Mary Powell
Sent: 18 July 2023 12:11
To: 'Scott Mundy' <[REDACTED]>
Subject: FW: Request for meeting regarding High Road West CPO

Dear Mr Mundy

I note your amended offer.

I also note your explanation of the revised phasing for demolition and social cleansing of the Love Lane Estate. Given that this is a material change to what was set out in the original planning application, I would like to know how this can be approved without going back through the planning process including public consultation?

It appears that the new phasing is designed to ensure that resident leaseholders could not remain in the area by purchasing a property in the new development even if they wanted to, as only Phase 1A will be complete by Quarter 3 in 2025 (even if things go to plan). That tells me all I need to know about the council's intentions.

Given the bad faith being shown by the council with the amended phasing, and the intention to remove the remaining resident leaseholders from the area, I remain in no hurry to reach a settlement with the council. I have attended pre-enquiry meeting and still intend to proceed with my objections to the CPO.

As I am not prepared to entertain the disingenuous offer of an equity loan, I am not sure what else there is to discuss with the council in respect of rehousing options, unless you are considering offering me a secure tenancy (which would convey more rights than an equity loan purchase)?

Yours sincerely

Mary Powell

From: Scott Mundy <[REDACTED]>
Sent: 13 July 2023 17:27
To: Mary Powell
Subject: RE: Request for meeting regarding High Road West CPO

Dear Ms Powell

Thank you for your reply.

In regard to the timings for requiring your property, the phasing plan for High Road West was updated in May 2023. This was updated to achieve early delivery of the affordable homes within the scheme. This is summarised in paragraph 7.42 of the Council's Statement of Case, which I have attached alongside the phasing plan.

Your property is located within Phase 3 of the phasing plan, which has an anticipated start date of Q3 2025.

Further to my previous email which contained an offer to acquire your property, the Council is keen to reach a suitable agreement with you.

While the exact start dates for each phase are subject to change, I can confirm that the Council would be willing to undertake to not obtain vacant possession of your property prior to Q1 2025.

The Council would also be willing to enter into an option agreement for the purchase of your property now, with a longstop completion date of up to Q1 2025. We could also include a clause where the market value is indexed, on an upward only basis in line with the Land Registry House Price Index for the borough. We are happy to discuss this further with yourself or an appointed surveyor.

We note your feedback regarding the Council's equity loan offer and that you do not wish to purchase a home within the new development. Notwithstanding this, we would still welcome the opportunity to meet with you to better understand your needs and requirements.

We look forward to hearing from you on the above points at your earliest convenience.

Kind regards,
Scott

From: Mary Powell
Sent: Sunday, July 2, 2023 7:31 PM
To: Scott Mundy <[REDACTED]>
Subject: RE: Request for meeting regarding High Road West CPO

Dear Mr Mundy

I am still considering my options and a little surprised by the sense of hurry. According to the planning documents which I have looked back over, the plot of land where my home sits does not appear to be needed until 2028/29. Please can you explain why you are trying to put my out of my home now?

For the avoidance of future doubt, and to save time, please do not refer me to the Equity Loan option for a new building in the Lendlease development or a property elsewhere. I understand enough about this product to know that it is a con which would leave me with fewer rights (e.g. who I leave the property to in my will) than a secure tenant. I have managed leasehold new build properties and am aware of the lengths that profiteering developers will go to, to avoid their obligations under defects liability. I am also not interested in buying into a new development with expensive service-chargeable features that I consider unnecessary or exponential ground rents.

In the meantime I am also involved in objecting to the CPO in principle. Any effort to obtain an independent valuation should not be interpreted as my co-operation with the social cleansing of the neighbourhood.

Yours sincerely

Mary Powell

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