

of generosity. Overall, it is apparent that most residents would lose much more than they would gain from what is promised.

3. Questions not answered, mistaken or contradictory

3.1 Covering letter from Director of Housing and Regeneration

The covering letter states:

The Council is considering whether to include the West Kensington and Gibbs Green estates in wider plans to redevelop the area around Earl's Court by entering into a so-called 'Conditional Land Sale Agreement'. But we want to consult residents before making this decision.

The Council has not supplied a copy of the Conditional Land Sale Agreement (CLSA) to residents, nor has it provided an Internet link. Instead, the Council maintains that this document is commercially confidential, and that neither it, nor the negotiations surrounding it can be disclosed (see subsequent letter from Director of Housing and Regeneration 3 February 2012).

On 27 February 2012 the Director of Housing and Regeneration wrote to our MP Andy Slaughter:

I write with reference to your recent enquiry regarding Nick Johnson's role at the London Borough of Hammersmith and Fulham. In your enquiry you asked me to provide you with:

- 1) The number of days Nick Johnson has worked for LBHF this financial year (2011-12) and how much has been paid, in both fees and expenses, either directly to Nick Johnson or to Davies Johnson in respect of work done for LBHF.
- 2) The reason for the extension of his contract.
- 3) If he is involved with anything other than the Earls Court Regeneration Project
- 4) In terms of his involvement with the Earls Court Project : what is his job title; what are his areas of responsibility; who does he line manage; does he have an office provided by the council or does he work from his own premises;
- 5) The length of time his current contract has to run and whether it is the council's intention to renew it.

With regards to question 1) **LBHF have paid Davies Johnson Ltd £119,280** inclusive of VAT to date in the current financial year (2011-12) **for 140 days work**. The VAT can be reclaimed by the Council and the cost excluding VAT is £99,400. No payments have been made directly to Nick Johnson.

With regards questions 2), 3), 4) and 5) the answers to these enquiries are available in the publically available Cabinet Member's Decision "Agreement of a new contract with Davies Johnson Ltd **to enable the preparation of a conditional land sale agreement for the West Kensington and Gibbs Green Estates**" made on 24th November 2011. I have attached a copy of this report which can also be found on the Council's website.

<http://democracy.lbhf.gov.uk/documents/s14945/CMD%20-%20Appointment%20of%20Davies%20Johnson%20Ltd%20final.pdf>

[Bold text is our emphasis]

The CLSA affects residents' lives and futures fundamentally. It is irrational for the Council to consult residents about whether to sign a document, which it keeps secret

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from them. We expect the Council to disclose the CLSA in full and immediately, sending printed copies to all residents.

We object most strongly to the Council trying to use the advance payment for the purchase of our estates to pay Nick Johnson to prepare a warrant for the destruction of our homes and community. Our MP will be raising this matter with the Council's Auditor.

3.2 Tenant offer

P1 (cover): States: "This is not a legal document but to further help you understand...".

If it is not a legal document, then it is not binding on the Council.

If it is not a legal document, then it is not a S105 Consultation.

P2: Q2 b) You have a right to move to another Council property in the borough, but have to bid for it through CBL. So if your bid is unsuccessful, it's not a right. Or is it? There is no mention here that the Council has been selling family-sized social rented homes as they become vacant, or that it has been emptying social rented blocks for works, then selling them off, or that it has not approved any new social rented housing for several years, or that it is trying to sell off and demolish other council estates.

P2: Q2 c) "Where will I be moved? ... Move outside the Borough". This question is not answered. All that is being offered is advice. There is no mention of any help. If a tenant cannot access accommodation outside the Borough, because none is available, what will happen to them? This option is only likely to be possible for tenants wishing to move to areas where the demand for social housing is not high.

P2: Q3 Much is made of the dedicated Rehousing Officer. But there is no guarantee that he/ she will not change repeatedly, that he/ she will be effective, or what budget he/ she will control (if any), or whether there will be sufficient resources to deal with up to 750 decant cases.

P2: Q4 "When will I have to move?". "At the moment ... there is no fixed timetable". This question is not answered. How are residents supposed to make a decision on the basis of this information? The developer stated in March 2012 that the timescale for project completion is 20 years.

P3: Q9 states:

I like where I live now, what happens if I don't want to move?

.... If we proceed with the development, it would need to be certain that the Council will be able to secure possession of all the homes on the estates. In order to do so the Council would consider, if necessary and appropriate, to make use of compulsory purchase orders in order to allow the Council to take possession of your home.

This is a legal process that the Council must go through before it can exercise any power to take possession of your home. If the Council does choose to use compulsory purchase powers, the law gives you a right to object to the use of these powers and any order may need to be confirmed by the Secretary of State.

This is plainly wrong as CPO powers relate to leaseholders and freeholders. They do not apply to secure tenants.

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The Council has not indicated whether it intends to use Ground 10 or Ground 10A to get possession of tenants' homes who will not or cannot move. Both require 'Suitable Alternative Accommodation' which is not explained. Furthermore, the 'offer' summaries on pages 7 and 8 of the Information Pack make no reference at all to powers or rights regarding possession proceedings against secure tenants.

This is a fundamental mistake that prejudices people's rights. This error means the Council has misinformed secure tenants about the statutory grounds it might use in proceedings to recover possession of their homes, and it has failed to inform secure tenants what legal grounds it could use to force them out of their homes and what their rights would be in those circumstances.

P3-4: Q10 The only information that the Council provides for private tenants is: "you will not be entitled to take advantage of the contract being offered to council tenants".

Up to 100 leasehold/ freehold properties are occupied by private tenants, many with children. The Council has made no offer to help private tenant households at all. It has not even said it will comply with its statutory duties. That is disgraceful. The Council should be ashamed of itself for threatening to make so many vulnerable families and their children homeless without even making this plain, let alone explaining their duties and people's rights.

The Council offers Housing Association tenants to become council tenants. Elsewhere it says they can remain as HA tenants. Which is it, and who decides? If they want to remain in their home, will their immediate landlord serve notice on them? What do the Housing Associations have to say to their tenants? What are the terms of the leases granted by the Council to the Housing Associations, and how do these affect the tenants?

P4: Q11 This answer misrepresents the tenant-led transfer option and misrepresents the Government's intention to implement S34A of the Housing Act 1985.

I have heard that the estates may be transferred to the residents. How does this affect the proposals for redevelopment?

Some residents who do not want the redevelopment to go ahead have indicated that they want to buy the estates themselves under Section 34A of the Housing Act 1985. However, the residents cannot use this law to buy the estates until the Government takes further steps to enable this to happen. The timescale for this is unknown and it is possible that the Government may never do this. If it does then those Council tenants may make an application to buy and manage the estates (or parts of them) and at that stage the Council would need to consider how best to take forward the redevelopment.

The TRAs' solicitor informed the Council in July 2011 that residents from two thirds of households had joined the new association to take ownership of the estates.

The claim that "it is possible that the Government may never do this" does not reflect what the Minister for Decentralisation, Greg Clark MP, told the Leader of LBH&F, Councillor Stephen Greenhalgh, on 14 March 2011:

As you point out, the Department will be formally consulting on regulations and statutory guidance to English local housing authorities that will grant local authority tenants the right to explore a change of landlord and place a new duty on councils to co-operate with their tenants, where transfer is the favoured and viable option.

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At the start of the Consultation in January 2012, we understood that publication of the regulations for consultation was imminent. The Council should have contacted the relevant CLG official to confirm the position before misrepresenting the Government's stated intention.

P5: Q3 The question is not answered.

P6: Q5 This question is inadequately answered. Why should anyone lose an entitlement just because a Notice Seeking Possession has been served? It could be contested, and indeed won.

P6: Q6 This question is inadequately answered. There is no mention of the supply of council homes in other parts of the Borough. The Council does not reveal that it has been selling family-sized social rented homes at auction as they become vacant etc. (see above). This makes rehousing elsewhere in the Borough almost impossible. Will the offer be of a new home on the Seagrave Road site only, or will other options be available?

P7: C) The 'Tenant offer' does not identify the impact of its proposal on 191 households living in houses, and whether they would be rehoused in houses, and for tenants with secure garage, off-street parking and permit parking within the estate, whether they would be offered replacement, whether this would be adjacent to their dwelling as at present, and at what cost.

If you have accepted the Contract you will be entitled to compensation for the loss of an exclusive off street parking space or exclusive use of a garden, if these are not provided in your new or alternative home. The Council will develop its policy regarding such fixed level of compensation.

This information is far too patchy and uncertain for the 191 families living in houses to be able to properly consider.

P8: Q8 Paragraph two of the answer contradicts paragraph 1. Either you will pay the same rent as you pay now, or you will pay the 'normal rent' for an equivalent sized council property'. Can it really be the case that these are precisely the same? Council rents are based on values of homes and new homes are likely to be valued higher than existing homes, so the rents are likely to be higher. No indication is given of likely rent increases.

P9: Q9 The question is not answered. Service charges for the new homes "will conform to the Council's borough wide policies". Inevitably for larger blocks there are more services that can be charged. A house or un-lifted block will have a low service charge compared to a block with larger areas of common parts, and several lifts, entryphone, and communal rubbish disposal. The Service Charges will depend on the services delivered. What services and to what standard will have a large impact on the cost. None of this is explained.

P9: Q10 – This question is inadequately answered. Council Tax bands on new homes are likely to be higher than on existing homes due to the band being based on the value.

There is nothing about parking policy or costs for the new development. If there is secure parking the costs are often much higher than an estate parking space, or garage. Many existing homes have integral garages. This is an area where costs to

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residents could increase significantly and where hundreds of residents could be deprived of amenities they currently enjoy and depend upon for their wellbeing.

3.3 Leaseholder/ freeholder offer

P2: Q3 "Will I be forced to move out?" The answer is obviously yes, using CPO powers. But that is not said.

P3: Q5 This answer says that if you do not accept the Council's offer, the Council will take CPO action. If you don't agree voluntarily, you will lose anything you are not legally entitled to. The answer should have made plain: 'The Council will force you to move out'.

P6: Q2 This question is inadequately answered. No mention is made of the fact that the Mayor decided the planning application that includes demolition of the estates breaches 44 of the policies in the London Plan.

P7: Q3 A) It is not clear what happens if the purchase price is inadequate to buy a 25% share, or if the mortgagee will not transfer the mortgage to another property. Later it says that in this case: "The Council will work with you to ensure that you are not left homeless", hardly reassuring, yet more than what has been offered to the private tenants.

P8: Does not say whether the Council will take away any debts owed by a leaseholder such as service charge arrears, Council Tax arrears, and service charge payments that have been converted into a charge on the existing property from the payment the Council makes to leaseholders or freeholders.

P8: Q2 This question is inadequately answered. The answer does not provide the Effective Date, nor does it indicate when it could be. The Effective Date is completely outside of the ability of any individual homeowner to influence. It depends entirely on the decision-making process and ability of the Council, central government and the developer.

P8: Q3 F) Most of the 'other compensation' heads say: "The Council will develop a policy to...". In other words, the amount is unknown.

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P2: 'The story so far' gives a completely one-sided account that fails to mention the Tenants & Residents Associations or the evidence for the overwhelming backing of residents to transfer the estates into community ownership.

P16: The Council mistakenly asserts that the estates could transfer to residents after the land is sold to the developer.

The option for a housing stock transfer

Whilst some residents are enthusiastic about including the estates in the comprehensive redevelopment scheme, other residents would like the estates transferred to a resident-controlled private registered provider (one of the alternatives under Option 1). This would prevent the estates from being included in the comprehensive redevelopment scheme. The result would be that overall the redevelopment scheme would produce fewer additional homes (including fewer additional affordable homes) and would create fewer jobs. The borough would also lose out on the other advantages listed under Option 4 above.

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For these reasons, the Council's provisional view is that the option of including the estates in the wider redevelopment scheme should be pursued first, and a housing stock transfer could be better pursued after the benefits of the comprehensive redevelopment scheme had been achieved, and residents had moved into their new homes.

The second paragraph above is seriously mistaken.

A housing stock transfer involves the transfer of the freehold of council property to a registered provider (normally a Housing Association). If the Council signs the CLSA and then sells the land to the developer, tenants will not be able to obtain a stock transfer to the community as the legislation applies only to local authority council estates and not to land owned by private companies.

The Council is trying to mislead residents into thinking they can take over their homes after redevelopment. Yet it knows full well that it would be impossible to transfer the land after the Council sells the freehold to a third party for redevelopment.

P13: States the final moves to new homes "could be completed within ten years". However, CapCo stated in March 2012 that the build programme for the whole of the new development is 20 years. What they did not say was that this depends on financing, no big problems in the building stage (such as contamination left over from the coal yard), or on the sales at each phase, or the lettings of the shops and offices happening, or the many other problems that could delay or scupper the scheme.

4. Questions answered inadequately

4.1 Covering letter from the Director of Housing and Regeneration

Who exactly is this consultation for? If it is for residents in the wider area, how wide is that area? (See Section 1: Consultation process above.) This is unclear.

4.2 Tenant offer

P3: Q6 The Council's 'offer' to come round and pack people's belongings is frankly insulting. (See Section 3: Latest draft EqIA below.)

P3: Q7 States: "will ensure you have an assessment to ensure that the correct adaptations are provided". This is a long way short of a guarantee. In any event, people already have the adaptations they need, at significant public cost, which they don't want destroyed and thrown away. (See Section 3: Latest draft EqIA below)

P3: Q8 The answer admits that pregnant mothers will be disrupted and implies that Council officers will be ready to arrange forcible removal around hospital and delivery dates! (See Section 3: Latest draft EqIA below)

P3-4: Q10 This question is inadequately answered. It is not clear what compensation others will be entitled to. It will only be statutory compensation. In many cases, given the different types of occupancy, it could be limited to homeless payment or be zero.

P4: Q11 The answer is erroneous as explained above (P16: West Kensington and Gibbs Green Information Pack).

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P4: Q12 Maintenance of the estate. This answer suggests that LBHF intend only to do the absolute minimum. There are many outstanding individual repair requests, the lifts in the blocks are inadequately maintained, and there are numerous instances of health and safety deficiencies in the tower blocks. There are also cases where the Council has failed to carry out Decent Homes work that was previously promised.

P5: Q1 This statement: "the type and size of home you will be allocated" and other similar statements reveal to housing experts, but not to residents, that there is no choice being offered at all.

Is this actually a one-offer-only policy? Why has the Council not explained this most critical point to residents? Who will dictate where residents go? Will they get a choice that meets their needs but is balanced with the need of their neighbours? Or will they be forced out to somewhere that is dictated by the Council according to its financial incentives, and so as to achieve yet greater profits for developer?

New homes will be allocated on Council assessed 'housing need size' with one above need for under-occupying tenants. What happens to adult children living with their parents who want to live on their own? No additional social rented homes are being provided in the development, and there is none available elsewhere in the Borough, so there is no scope for housing grown up children in homes of their own. Why is none of this spelt out?

P5: Q4 Tenants will only be offered one bedroom above their need, whatever they occupy now (so a couple aged 50 with no kids would get a 2 bed, a couple with 2 boys aged 14 would get a 3 bed, and so on). Note that this does not apply to homeowners who are to be offered the same size unit as they have now. Again, there is no mention of any choice in what (such as floor level) or where would be allocated.

P5-6: Q5 This question is inadequately answered. Many "reasons" are given "why you may not be offered an alternative home". If these do apply, will you be intentionally homeless? Then what?

P7: Q C) – This question is inadequately answered. It is very unclear what compensation will be offered, if any, for improvements which many residents have invested much time, labour and money. The conditions seem likely to be so onerous as to exclude fair compensation for residents for most of what they have done.

Compensation for loss of garden or car parking: how much? Why does this section not spell out that almost certainly by accepting the 'Contract' you will lose your garden, off-street parking space(s) and garage? Many residents point to this as a brazen example of cheating.

Nuisance or inconvenience: there are so many conditions here it is unlikely that anything will be paid.

"Some of these benefits will depend on your circumstances". In other words, you don't know whether or not you will receive them.

"Some compensation – such as ...relevant adaptations....will be subject to the Council's policies". In other words you might not get them, and they might not be as good as what you have now.

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P7: C) This implies you will only be entitled to compensation from a noisy contractor if you have accepted the contract. In common law, a contractor would have to compensate for nuisance and inconvenience.

P8: Q2 Mutual Exchange is a right that is guaranteed in statute for all Secure Tenants with limited grounds for the landlord to refuse. The answer to the question is inadequate as it implies that exchanges are only subject to Council policy.

P8: Q6 This question is inadequately answered. The answer implies the Right to Buy might already be suspended, or is likely to be. It suggests that anybody making a RTB application now will not have be offered a new home (as existing owners would be). The lack of clarity here could severely prejudice anyone considering buying their home.

P10: Q1 Since the 'independent' legal experts are dependent on LBHF for a recommendation and for payment of their fees, there is little confidence they will be independent. The Council decides the reasonable level of fees, which implies the resident will have to pick up the balance.

4.3 Leaseholder/ freeholder offer

P2: Q1 Regarding the Rehousing Officer: "the Council will do its best...if staff changes prevent this, we will try to ensure that you are introduced to any replacement". This isn't much of an assurance.

P4: Q7 The answer states:

[The Council] may want to wait and see what the outcome of the application is before it bought any more homes on the estates.

This means that, under the Offers, if an application for transfer of the estates or any part of them is made under S34A then the Council may suspend our obligation to buy your home before we need it for the development.

This implies that if residents make an application to take over under S34A, the Council will either suspend its "obligation to buy your home" immediately or "may want to wait and see what the outcome of the application is", a process that could take two to three years.

The notion that the Council has an "obligation" to force you out of your home, but that it can "suspend" this obligation at will trumps even George Orwell's most fanciful imaginings.

P9: Q3 A) The answer shows that the offer is for a shared equity basis with the Council, not a new for old. All that will be offered is a home of the same size in the new development, irrespective of what housing need exists.

There is nothing about the terms of the leases in new homes, such as length of lease, service charges, ground rent or any other conditions, and whether any new homes will be freehold.

P9: Q3 B) The 10% early purchase discount is likely to be a discount on a price inflated by 10% or so, which is standard developer practice. There is no mention here that prices may go up and down during the sales period, so waiting longer in a falling market could be to the advantage of a prospective buyer.

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The answer does not say whether you will be offered a house if you have a house, or whether you would get a flat if you have a flat.

P10: Q4 Did the Council send the Information Pack to non resident homeowners?

P11: Q9 This answer provides no guarantee that a homeowner won't be made homeless, nor advice as to his/her rights should that happen as a consequence of redevelopment.

P11: Q10 The Council estimates ground rent will be approximately £250 per year. RTB legislation sets RTB ground rent at £10 per year. The Council says it will cap service charges for 5 years, but says nothing about how they will increase thereafter, or whether the resident would face the full increase that would have accrued over those five years.

P12: Q10 Resale of share: the entitlement to pass on the service charge cap once to a family member suggests service charges will indeed increase every year and that at the end of the five years residents would be hit with a huge increase.

Staircasing seems to be a one-way route to buy a larger share of equity, demonstrating the Council's and the developer's concern to extract yet more money from low income people. There is no indication of any option to 'staircase' down. Given how extensively the recession is steadily reducing people's financial resources, it is far more likely owners would need to staircase down, but this would only put them in greater hock to the developer. Either way, part-ownership could disadvantage residents in many ways that are not explained.

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P7: "The terms of this contract have been negotiated by a residents steering group..." This group is unelected and was set up by the Council to bypass the democratically accountable tenants and residents associations. It has no authority or mandate to negotiate on behalf of residents. (See Section 6 below.)

P8: Service charges for existing resident freeholders will be capped at a maximum of £1,000 p.a. Currently, some freeholders pay no estate-wide service charge, while others pay less than £1,000. Freeholders will face an increase in service charge costs, and after five years they will face another major increase. Why has this not been made explicit?

P13: The Council states: "Our absolute priority would be to ensure that the community and neighbourhood continued to flourish while the new homes were being built around it". This claim is the final false flourish on a preposterous pile of propaganda.

P14-16 Options: The Information Pack fails to present Community Transfer as a stand-alone option. Yet this must be properly considered before deciding whether to sell the estates to a developer or not.

We summarise here (from Table 1 in Section 5 below) how the Community Transfer option:

- Increases affordable housing supply while sale to a developer does not.
- Retains existing community links, infrastructure and networks, while sale to a developer disrupts these over a period of 20 years.

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- Provides a housing mix and facilities such as environment, parking, private gardens that sits well with the existing needs while sale to a developer significantly reduces the proportion of social housing in the area and removes facilities.
- Gives tenants the right to individually acquire a stake in their home, preserves the position of existing leaseholders and freeholders, and gives a collective ownership and control over the West Kensington and Gibbs Green Estates. Sell off to a developer provides few of these possibilities.
- Improves the existing infrastructure, rather than dismantling it over a period of 20 years and replacing community infrastructure that works with the promise of something else.
- Builds on existing residents' skills rather than the *possibility* of predominantly low paid and precarious employment in retail and hospitality proposed with redevelopment.
- Provides a less stressful environment in which residents can live, with increased control over home and environment, improving health outcomes, while sale to a developer and wholesale demolition increases anxiety and stress.
- Directs community investment into the issues that are of most importance to the existing community, to improve design, transport and security while sale to a developer does not.
- Gives residents a direct stake in the public realm, with decision-making power, while sale to a developer will not.