

**TENANTS' AND LEASEHOLDERS'
CONSULTATIVE FORUM (SPECIAL)****21 JANUARY 2004**

Chair: Councillor Currie

Councillors: * Billson * Knowles (Vice Chair in the Chair)
Burchell * O'Dell (1)* Denotes Member present
(1) Denotes category of Reserve Member

[Note: Councillors Bluston, Dharmarajah and Ingram also attended this meeting in a participating role. See Recommendation 1].

PART I - RECOMMENDATIONS**RECOMMENDATION 1 - Resident Consultation on the Installation of Replacement Windows on Eastcote Lane Estate**

The Forum received the report of the ALMO Project Director which responded to issues raised by Eastcote Lane Tenants' and Residents' Association (ELTRA) in regard to consultation on installation of replacement windows on the Eastcote Lane Estate.

Officers introduced the report and commented that it covered both the technical background of the replacement windows and tenant consultation on the windows. Officers commented that there appeared to be three issues with the window replacement; specification, standards/workmanship and consultation.

In response to a question from a Member, officers explained that the scheme was originally due to begin in April, but the tenders were eventually not received until August as the job was expanded. There had previously been an assortment of replacement windows installed in Harrow, so officers had the opportunity to assess what had worked best. A lot of work had been put into the specifications, which were forward thinking and designed to push forward partnership working. In response to further questions from Members, officers confirmed that there had been a six week period for statutory consultation with leaseholders. Officers added that it had not been policy or practice to consult with tenants during this period, but there was no reason this could not be done in future.

Officers explained to the meeting that the Clerk of Works would visit the site of a contract each day. He would ensure that contractors were complying with Health and Safety regulations and would inspect quality of finished work. Each week the Clerk would submit a report on each site. Officers explained that it was not possible for the Clerk to monitor all of a site as they just checked finished jobs. It was expected that contractors would act as their own quality control. In response to further questions, officers explained that the Clerk was not responsible for consulting tenants, and the normal route for any complaint about the standard of work from tenants would come via the Tenant Participation Officer.

Officers confirmed that contractors were responsible for any repairs required. The time taken to complete these repairs depended on the degree and type of damage. It was hoped that contractors would make repairs to properties as they went on. In response to a question from a Member regarding repairs to rendering, officers commented that it could take up to two weeks, not including any delays potentially caused by rain. A resident commented that she had windows installed in early December, but the cementing was not completed until mid-January.

Officers confirmed that a detailed survey of each property was not carried out, but that the contractor should visit each property before commencing work.

A Member of the Forum commented that residents appeared unhappy that the new windows did not have fanlights and enquired how this had happened when the Council had a policy of replacing like for like. Officers explained that two tenders had been run, one for windows with fanlights and one without. The result had been that windows with fanlights were far more expensive and officers had been instructed to accept the lowest tender.

Tenants commented that the first meeting they had been invited to regarding the windows had been in September where they were shown half a window and the contract had already been signed.

In response to photographs tabled by residents, officers commented that the contractors should not be removing insulation, and they should replace any insulation they may have damaged. Officers undertook to investigate the premises in Stiven Crescent.

Officers informed the meeting that the windows had been tendered through the London Housing Consortium (LHC), who carried out the majority of the assessment work. In response to questions from residents, officers informed the meeting that the contract was worth £901,810.82 for roughly 500 units, 125 of which would be installed on the Eastcote Lane Estate. Officers reiterated that contractors were liable for the costs of any repairs.

In response to comments from a Ward Member, officers commented that it had not been their intention to replace 'like for like' as this had previously led to some disastrous replacement programmes in the past. The priority was to meet the decent homes standard and install windows which were still modern in years to come. Officers explained that some of the regulations for the windows were statutory and others were advisory, such as the ability to clean the window from inside. Officers wanted the safest product that met all regulations and was a modern product. In summary, a Member commented that the windows chosen exceeded minimum safety parameters.

Officers stated that they did attempt to arrange a meeting with tenants to arrange a specification for the windows. It was not always desirable to set the specification at the lowest minimum standard, and officers did try to reach agreement with tenants on what the minimum specification should be. In discussion of sill heights for ground and first floor windows, Officers explained they selected the height they did for safety reasons.

A Ward Member for Roxbourne commented that many decisions on the specification of the windows had been taken without proper Member and tenant involvement. The new windows had changed the look of the whole estate, yet residents had not properly been involved. It appeared that the Housing Department had not been aware of the decisions being taken by Design and Build. Also, the solutions applied by the contractors to problems they faced had not been applied consistently across the estate. Officers confirmed that previously there had been poor communication between Housing and Build and Design, but steps were being taken to address this.

A Ward Member for Roxbourne informed the meeting that he had been able to open a window, when on it's 'night ventilation' setting with a biro from the outside. Officers explained that the lock was the security device and met with all safety standards. Also, trickle vents were installed to allow air to circulate. There were no safety standards for windows when partially open. Residents commented that many people were not aware that it was not secure to leave their windows partially open. Another resident commented that her children tried to climb out of the windows as they opened so wide. In response, officers explained that some windows opened so far because they were emergency egress windows. Also, more information would be put in newsletters about newly installed products, to ensure that they were being used properly.

In response to criticism of the size of the window frames, officers explained that modern windows tended to be bulkier, assisting better security and higher thermal ratings.

Following a comment from a Member, officers commented that a pilot window with a fanlight was installed, as requested in a sheltered housing block, but had not been popular with residents. It was important that the Council kept an eye on the future to fulfil their duties as landlords.

In response to a question from a resident, officers confirmed that they did accept the lowest tender for the works, although the specification set was very high. The specification was designed to ensure that the contract would give good value. Following further comments, officers stated that they clerk could only report back on what he had seen, and that the monitoring of contractors cost money. To date, the contractor in question had performed well on other contracts.

At the invitation of the Chair, residents commented on the specification of the windows. A resident commented that he had not seen windows that opened inward before, and he regarded these as unsafe. Officers commented that these were tilt-turn windows, which corresponded with all relevant safety legislation. The fact they opened inward allowed cleaning from inside. Some of the windows were limited by physical tolerances, resulting in some windows having a sub-sill. Residents with large windows were offered two net curtain solutions, either having curtain fixed to the window, or having two curtains, each side of the window.

A resident stated that she was registered disabled and required a fanlight. Officers stated that they were happy to meet special needs where they could, and Housing and Social Services would investigate.

In response to comments from residents, officers acknowledged that it was not correct that dialogue with the occupier was not held prior to installation and agreed to take this on board for future installations. Officers added that these types of windows were not uncommon, they just had not been seen before on this estate.

In discussion of the consultation procedures, officers commented that the details of the installations were clear with officers, but this information had not effectively been passed on to residents. Upon the completion of each contract, a satisfaction survey was sent round to all residents. The results of these surveys were fed back to Design and Build, for future information. So far, 58% had responded to the survey, with the majority positive responses.

In response to a comment from a resident, officers explained that any damage caused to the resident's bay window during installation would be rectified. The Chair requested that officers investigate this, and other complaints regarding the condition properties had been left in. Other complaints included the removal of insulation, failure to restore render to its original condition and the removal of draft and sound proofing. Officers stated that they would check the tolerances of the LHC contract, and request the contractor to refit any windows which fell outside these tolerances. In response to comments from residents, officers explained that the fitting of doors was a different contract, although it was the same contractor.

During discussion of the supervision of contractors, officers commented that they expected any problems to be brought to their attention either by the Clerk of Works or the Tenant Participation Officer. In addition, contractors were supposed to supervise themselves through a non-working foreman.

In response to comments from a Ward Councillor for Roxbourne, officers stated that the replacement of these windows had been on the work programme for four to five years. It was the most significant window replacement programme for some time, and would statutorily increase the thermal capacity of the windows. Consultation had begun in 2003 and a new approach had been taken. The Member commented that the process of consultation needed to be formalised, with consultation beginning when the scheme is first placed on the work programme. He also added that it was important to have an adequate replacement supply of pull cords for the windows, in case replacements went out of production.

Officers responded by informing the meeting that they had been revising procedures and were looking at a longer-term programme. They were considering formulating a four/five year plan following the stock condition survey. Officers explained that they were looking at methods to analyse the principle and details of a scheme, so that issues could be identified ahead of any work taking place. Officers commented that a working group would be established, of which ELTRA would be a welcome member.

Residents raised several complaints regarding the conduct of the contractor, including not bringing enough dust sheets and using toilets without permission. Officers commented that complaints of this nature should be taken to the contractors' tenant liaison officer. Officers commented that they should have made tenants more aware of this, as contractors were not often very good at follow-up liaison with tenants. The contractor was also liable for repairing any damage caused to landscaping during the course of their work.

In response to comments from residents, officers informed the meeting that the windows should not require maintenance and they were guaranteed for 10 years.

Officers acknowledged that the consultation on this contract had not been appropriate. Mistakes had been made and officers were attempting to draw out key points to improve future consultation. A working group was to be established which would assist in reviewing the borough-wide compact.

A representative of ELTRA commented that the contract for the windows had already been signed before any consultation with tenants. Many residents had accepted the windows as they did not realise they had any choice, but would have liked a fanlight.

During discussion of the recommendations proposed by a Member of the Forum, officers were informed that they could respond to the recommendations in an

accompanying report.

The Chair thanked all present for contributing to a constructive debate. He commented that this situation had been caused by a failure in consultation, for which the buck stopped with elected Members who were responsible for policy covering works, contacts and consultation. He added that it was a shame that the Portfolio Holder for Planning, Development, Housing and Best Value could not be present at the meeting, where he could have given much valuable advice..

RESOLVED to Recommend: (To Cabinet)

That (1) all items on the capital programme have a consultation timetable drawn up that involves:

TRA / Federation
All interested tenants
Design & Build
Housing Department

to allow agreement on detailed specifications (particularly where these exceed legal requirements/prior to the letting of any contract, and that at a minimum these follow the Section 20 (leaseholder standards for tenants);

(2) all restrictors fitted should be replaced such that they cannot be opened externally without cutting the metal restrictor, and that this be a required clause in future contracts;

(3) Design & Build be required to draw up a report detailing areas of a contract that exceed legal minima and outline reasonable foreseeable consequences of such additional terms and that this report goes to consultation meetings under the timetable;

(4) the Council creates agreed criteria for successful tenant consultation procedures that recognise the importance of tenant choice;

(5) individual tenants be given a letter outlining the detail of what is to be done to their property at least 2 weeks prior to capital works being carried out.

PART II - MINUTES

125. **Attendance by Reserve Members:**

RESOLVED: To note the attendance at this meeting of the following duly appointed Reserve Members:-

<u>Ordinary Member</u>	<u>Reserve Member</u>
Councillor Currie	Councillor O'Dell

126. **Declarations of Interest:**

RESOLVED: To note that no declaration of interests were made.

127. **Arrangement of Agenda:**

RESOLVED: That all items be considered with the press and public present.

128. **Minutes:**

RESOLVED: That the minutes of the meeting held on 8 January 2004 be deferred until the next ordinary meeting.

129. **Resident Consultation on the Installation of Replacement Windows on Eastcote Lane Estate:**

(See Recommendation 1).

130. **Extension to the Termination of the Meeting:**

In accordance with the provisions of Advisory Panel and Consultative Forum Procedure Rule 12 (Part 4E of the Constitution) it was

RESOLVED: That (1) at 10:00 pm the meeting be extended until 10:30 pm;

(2) at 10:30 pm the meeting be extended until 11:00 pm;

(3) at 10:45 pm the meeting be extended until 11:15 pm.

(Note: The meeting having commenced at 7.38 pm, closed at 11.13 pm)

(Signed) COUNCILLOR ADRIAN KNOWLES
Vice Chair (in the Chair)