

Homes for Londoners
Draft good practice guide to Estate Regeneration

December 2016

FOREWORD

Having read all the examples and only finding one example of estate regeneration developments in the North of London, we found it to be a positive report of tenant and local authority joint co-operation which benefitted the residents.

The questions that need to be asked are;

1. What borough/ local authority in the North of London were asked?
2. What estate was involved in the regeneration development?
3. Has Barnet council been over-looked?
4. Why hasn't the West Hendon estate report been used as an example?

All estate regenerations **MUST STOP**. The original concept was to regenerate the area with the help and assistance of the local populace that encouraged community activity and stimulated local economic growth; this naturally encouraged and benefited the local populace and family/ small businesses in the short and long term and national economy and populace in the long term.

With the deliberate political intervention of the government and some local authorities and Developers regeneration of the areas to help local and neighbouring communities and businesses has been turned into a political adjustment programme and massive profit making opportunity for the well-to-do & upwards, developers, speculators & investors.

All alleged regenerations are developments that have been specifically targeted at council estates purely to land grab public land at minimum or no cost, remembering that the land is usually at least 70% of the total building cost, the tenants being of the lowest end of the pay spectrum and/ or often reliant on benefits to top up their wages will be unable to finance the protection of their homes, community or area making them the perfect target.

With little and no real physical inspections, developers dangling carrots mixed with imbecilic and/ or corruptive official wandering power filled corridors it is no wonder that every written promise is able to be broken especially when all the above can use the feudal housing laws and new legislations against the single council tenant.

Any regeneration scheme must do what it says on the Tin and regenerate the area not just be allowed to target council estates.

General

Any regeneration scheme MUST ring-fence all existing council homes whether designated permanent or temporary by the government/ local authority. Any increase in housing capacity MUST result in an increase in council homes in equal numbers.

No council stock transference from **council homes and tenancies** to *social, affordable, housing associations* or/ and *private* can be accepted as acceptable because council housing is the cheapest and securest rent and service charge regime that meets the universal needs of the local communities that these alleged regeneration developments are allegedly improving and the wider population and long term national budget.

Social and **affordable** terminology has shown that it has been consistently abused by local councils (Barnet being a prime example), Developers (Barratts buying York Memorial Park NW9 for £3 at cost without any democratic public consultation followed by democratic decision making is another example), combining private homeowners i.e. ex-council lease and freeholders together during the planning and allocation process allowing the actual number of social homes to be drastically reduced when it came to allocating actual homes that would be within the local resident tenants weekly/ monthly income.

And as per the main reason/s for this and previous draft discussion documents, and canvassing statements made during the Labour selection and election process.

Social and **affordable** terminology meaningless and misleading needs to be eradicated.

No more sell offs of public land and buildings.

End classification of council estates as “brown-field” and recognise and protect the estates useable green space areas and play areas.

The major effect that is now occurring is the **Biggest Privatisation Programme in British History!** Soon we will be back in the Victorian era when ordinary people’s lives were governed by the few from cradle to grave.

Social housing programmes have been turned into private profit making growth on an industrial scale; history has shown that private enterprise has barely been able to build more than 20% of homes needed by the populace. Not since 1946 has there been an adequate supply of homes built to meet the needs of the majority, those same needs must be met again by the same methods – a **Nationalised Building Programme to build sound, tenancy secure and local populace affordability need to be designed and built under one Governing non-profit making Body**

A National building, construction and architect organisation needs to be set up to build the correct council homes that benefit (Not Fleece) local communities and businesses that then bring any profits and benefits to the populace, while ensuring safe and correct working conditions for the workforce and paying living wages to ensure that they are not reliant on

government benefits while creating wealth for the wealthy, i.e. the public taxes subsidising the private profits.

Labelling Council estates as Brown filed sites must be removed as this allows the developers to distort the facts without having to offer any explanation and must therefore be removed.

Just as bad as the government taring all council estates as sink estates when we know for a fact that they are not, yet developers and councils are given the green light to demolish beautifully designed buildings that were specifically designed for working class people and families to live together in harmonious community surroundings, (West Hendon Estate was described as a Garden estate because of the low level accommodation, open space and large areas of green play space) all of which is under or going under millions of tons of concrete, their excuse “Grotty looking Buildings” on a sink estate.

Below is based on current programme of focused developments of council estates, until this policy is changed back to the original concept of regenerating the local area these are what has been requested be enshrined in the Mayor of London/ GLC Manifesto.

Introduction

Page 4 – 2nd paragraph (P), 1st sentence (S)

Estate regeneration change *sometimes* to will always involve disruption and change to communities over many years.

2nd S change *can* to could – add to the end of this S if the developers comply with the original outline planning agreement (Principal Development Agreement (PDA)).

3rdP, 2ndS Add regardless of tenure after *displaced tenants* regardless of tenure, also change *Leaseholders* to Homeowners to include freeholders as well as leaseholders’. This must be applied/ changed from to every time leaseholder is mentioned.

Page 5 – 1stP 2nd S

Remove *new*

2nd P, 2nd S

Change *affordable housing* to Council Housing

The Mayor required (in his manifesto) that Estate regenerations only takes place where there is resident support based on a full and transparent consultation and that demolition is only permitted where it does not result in the loss of social housing or where all other options have been exhausted where full rights to return for displaced tenants and a fair deal for leaseholders.

All concerned parties MUST always include ALL residents)

CHAPTER 1 Aims and Objectives of Estate Regeneration

Overreaching Principles

Page 7 – 1st P 1st S

Should also include 'This chapter addresses the aims and objectives of estate regeneration, how these are put into practice, and (Remove ~~some~~ and replace with all) of the key... options. **This is to ensure that all the key issues are considered not just the key issues that the landlord decides they want to consider.**

3rd P

Should also include 'that cannot be changed without the agreement of all parties including the residents affected'.

5th P, 1st S

Approaches to Physical Regeneration

The first sentence should end with by all parties involved (meaning that the residents should also be included at this early stage).

Measures need to be incorporated to safe guard the residents should they decide not to support the regeneration plans placed before them and/ or not have firm lisp promises made for the plans to be kept to.

All safe guards and firm commitments made for residents look too weak and based on previous and recent history has and will be open to abuse undermining the residents say on any and all projects.

Sadiq's manifesto – saying it couldn't happen without residents support needs strengthening. Residents should be participating in every stage of the process without exception. The resident's views should be priority using the terminology *all concerned parties*, notably the residents throughout this document without exception.

No demolition of good homes without all relevant surveys, reports and inspections being made available before and during any decision making process are made which could result in homes being demolished when they could be re-furbished.

Page 11 – 1stP 2nd S

Ensuring No Loss Of ~~Affordable~~-Council Housing

The words in the title ~~affordable housing~~ should be removed and replaced with to Council Housing **this should also apply every time ~~affordable~~ or ~~social~~ appears.**

P 9

Las sentence Remove ~~new~~

Paragraph 9 (with respect what the Mayor believes holds no bases of trust or commitment to do right by the resident – we refer to Boris Johnson previous Mayor of London using the very same words, as did the then Prime Minister David Cameron).

“The Mayor *believes*” is far too vague and was abused by the previous Mayor of London, we need solid accountable terminology please.

We would also expect the specification as to exactly what “exhausted” means please? This principal must apply to ALL schemes falling under the Mayor of London/ GLA’s jurisdiction – not just those funded by the Mayor of London/ GLA.

Demolition must always be the last resort as this will always extend the works (often by years) create more hazards and health risks & dangers.

P 10

Remove ~~should be resisted~~ and change to will not be accepted... at existing or higher with Council Housing with at least... Appendix).

Page 12 – P 14

Monitoring and Review

Health and Wellbeing Monitoring must include;

Air quality controls from start (to be determined by all parties) to finish completion again (to be determined by all parties).

Diesel n Petrol fumes from all commercial and construction vehicles including extra generated traffic (COSHH & HASWA).

Dust particles generated (COSHH RIDDOR & HASWA).

Noise, Vibration and light pollution (HASWA).

Start n Finish times + Out of Hours working,

Deliveries. Crane Lorries, Road Closures (NRSWA).

Tin-Pot-Firms & One-Man-Bands (HASWA).

Compensation.

Page 13 – P 15

Following on from... There are different ways in which this could be done, Priority must be given to committees formed by all parties must agree the monitoring process, and have shared access to all information. Remove ~~although the most common practice is through surveys~~.

P 16

Landlords (Remove ~~should~~ and replace with must) seek to involve...

Page 14

CHAPTER 2 Consultation and Engagement with Residents **Principles for Consultation and Engagement**

P 18

What is meant by Consultation – please define?

Page 17 P 23

Include within this paragraph – All requested and relevant documentation to back up claims of non-viability, with if requested past maintenance and building records and surveys.

P 24

All that appertains to this paragraph must include all relevant parties.

Key issue 1– Good practice in the aims and objectives of estate regeneration

P 14 General feedback – (*all concerned parties always include all residents*)

Q1 Add with facts and figures included, including independent survey/ surveyors inspection/ reports.

Q2 Include meetings at Town Hall/s including minutes of meetings (recordings if any) documentation between local authorities and all associated parties, this is to include private, housing association and non-secure council tenants.

Q3 Must be agreed by all concerned parties.

Q4 By all concerned parties.

Q5 Appearance of estates must include resident parking and storage arrangements, road layouts, prioritise usable green play space for all ages, the current right to light, access, peace and quiet, current building heights, lifts and ramp ways.

Q6 Must involve/ include all concerned parties.

Key issue 2– Good practice in consultation and engagement with the residents

P 14 General feedback – (*all concerned parties always include all residents*)

Q1 All concerned parties included in the PDA (Principal Development Agreement) including full viewing of the viability study (one per development) that must be understood first and then agreed by all concerned parties before the Out Line Planning (Primary Plans) of any development can be agreed, once accepted the agreement cannot be revised by any party without documented consent by all concerned parties which must then go before all concerned parties before a new agreement can be discussed before being agreed, this agreement would then supersede the previous one either in whole or in part.

Access to sit and take part in and/ or on all meetings involving the local authorities' housing associations and/ or developers dealing with the development make up and the decision making policies and/ or processes.

Q2 The Viability study must be produced and explained by a fully qualified independent person/s that is not engaged or will be engaged by any private companies involved or associated with this work/s in anyway what so ever.

They must be employed by the Mayor of London/ GLC and/ or Central Government. Any information/ documentation not shared are not admissible and cannot be taken into account when any discussions and/ or any final decisions are taken by all concerned parties.

Q3 All concerned parties.

Q4 Change all references to ~~Leaseholders~~ to Homeowners as this would leave any and all freeholders not covered by this document thus left open to abuses.

Q5 Must include large scale meetings to ensure that information is not distorted from one section of people/ the estate to another.

Q6 Must be agreed by all concerned parties.

Q7Must?

Key issue 3– Good practice in a fair deal for tenants and leaseholders

Remove ~~leaseholders~~ and change to Homeowners to include all residents

Key issue 3– Good practice in a fair deal for tenants and homeowners

P 14 General feedback – (all concerned parties always include all residents)

Q1 Change all ~~Social~~ to Council also Remove ~~high~~ from the sentence.

Q2 Change all ~~Social~~ to Council also Remove ~~with the same or more favourable~~ and replace with?

Q3 All homes must be based on London prices with the same selling attributes as on the open market, i.e. taking into account their views, transport links, local amenities, etc.

Freeholders must have access to freehold properties.

Homeowners that have cleared/ no mortgage must have this taken into consideration when prices are discussed if considering shared equity properties.

Shared Equity deals only (not shared ownership) can be offered to any/ all homeowners who currently reside on the estate when the development is proposed, agreed and started on, exceptions made to family members taking up occupancy should a relative die.

Shared equity owners to be entitled to the full profit margin made on the sale of the property less 5%, unless the other owner pays half the estate and block costs including any standing charges for long-term-contract deals that the homeowner has to enter into in order to secure said property.

Any profits made from selling on of any land previously managed/ owned by the local authority must equal out amongst the pre-development residents.

Local authorities must not be allowed to sell off any more council/ public land/ buildings; they must retain full control on any and all current and future developments.

Q4 From the start off the development (conception) all un/ non-secured/ temporary council tenants, housing association tenants, guardians and private tenants must be treated as concerned parties.

All the above concerned parties cannot be denied their human and housing rights, the 1 or 2 year probation that exists as a local by-law must become mandatory, this will ensure that all being well short assured tenants and non-secure council tenants will automatically receive assured or secure tenancies. Guardians and private tenants must also be covered by this removing their insecurity.

Paragraph 50 – “right to return” must be automatic and not left up to the landlord to decided, it cannot be conditional upon behaviour, or overridden by options of council on switching or discretion re-security of tenure.

The right to return.....at the same/ or no higher rent”and service charges, any new and/ or hidden extra charges should have been negotiated and agreed by all concerned parties before the start of the project if they want them included when a tenant moves in.

Paragraph 50 – The Mayor “believes” – covered in Page 5.

Paragraphs 54 & 55 – All non-secure, unsecured in temporary accommodation, short assured, private and guardians must be offered the secure or assured tenancies after a probationary 1 year period. It is unreasonable to keep tenants on non-secure tenancies or short assured tenancies for periods longer than the qualifying year when it is known that the project will take far longer than just a couple of years to get round to the tenant or for the project to reach its completion.

The tenants must not be forced form one regeneration estate to another as what currently happens, it a tenant is moved off the regeneration estate that must be moved to a secure tenancy or an assured tenancy.

Also during this period tenants should not be denied access to secure or assured tenancies elsewhere within the borough.

All tenants that have or are going through this continued abusive process should have their tenancies changed to secure or assured tenancies retrospectively.

- Paragraph 50 stipulates the *‘Mayor believes that existing social tenants should be offered a right to return to the regenerated estate’* and that this offer should be *‘a full right of return to a property of a suitable size, at the same or similar rent, the same level of security of tenure’*. However it then says that *‘This right is subject to...the landlord's eligibility requirements’*.

These ‘requirements’ it goes on to say in a note to paragraph 50 could include a history of rent arrears or anti-social behaviour. A ‘right of return’ should be just that - a right - not a favour given for ‘good behaviour’. There is not even a threshold of seriousness proposed. Any violation of tenancy should be dealt with separately so as not to prejudice the process.

- The approach to the implications of the Housing and Planning Act 2016 for security of tenure of the returning tenants is also inconsistent with tenants having a ‘right’. It would be a ‘right’ if the entitlement to lifetime security of tenure was under subsection 2 of Section 81(B) in Schedule 7 of the Act. It is mandatory on Councils to grant lifetime security of tenure provided the tenant ‘...not made an application to move’.

- The note to paragraph 50 however refers to as yet unseen regulations. It states *‘The Government is phasing out lifetime tenancies except in particular circumstances, and has indicated but not confirmed that tenants moving due to estate regeneration will be protected. Regulations setting this out are expected in the winter 2016/17’*. But the wording of subsection 1 of the attachment refers to *‘Cases where [lifetime] secure tenancies may be granted’*. In other words any such regulations where they discuss the position of secure tenants affected by estate regeneration, would only give a council the option of granting lifetime security of tenure. If the ‘right of return’ is dependent on a council opting to do something, that is not a ‘right’.

- The GLA cannot override the law. However the Guidance could say Councils should ensure that tenants retain their ‘right’ to lifetime security of tenure. That would mean ensuring tenants did not have to fill in an ‘application to move’. The guidance could also urge councils to exercise any discretion they have so as to give tenants affected by estate regeneration lifetime security of tenure.

They should also ensure that council tenants that are moved into housing association properties or private accommodation are still maintained by the council and are still under their duty of care in the likely event that the properties that council tenants are placed in become too expensive for them to stay due to rent caps, forcing the tenants to vacate the properties, also to retain an unbroken council housing tenancy record.

Paragraphs 56, 57, 58 & 59

Leaseholders Homeowners (includes both lease and freeholders) are being legally ripped off with current process which is heavily stacked against homeowners ever getting a respectable deal that allows them to either stay on the estate or move elsewhere. Actual market value is never offered and all homeowners are forced to go through a haggling process that often forces homeowners to accept prices much lower than on the free-open-market

The developer/ buyer has no need or real incentive to be fair as they are already aware that once the CPO is granted they will gain that property by fair means or foul (usually) as experience has shown me/ us.

Much of what a homeowner would attach to their asking price is denied them forcing the price down to an artificial low. The developer/ buyer then adds them attributes to their selling price making it impossible for the original homeowner to buy a new home at a decent price, as we have found out to our cost.

Market rigging at its best,if the councils and developers were banks they would have been investigated and found guilty of fraudulent price rigging by now.

The allowance of the developer/ buyer being constantly and persistently allowed to add and charge new costs needs to be regulated as this is also driving out many of the original homeowners who buy.

Paragraph 60 – it should be taken into account the fact that because many of these projects run on for far longer than originally stated (projected completion date 2012, moved to 2018, moved to 2021, moved to 2023 newest predicted completion date).

Homeowners should have the right to move away without being penalised for the issues created by the developer and/ or council.

Conclusion

The words Consultation and Transparency are open to abuse which has been widespread in the schemes that have already preceded this consultation document and are in progress at this moment and current ones still on the drawing board.

These two words need to be firmly clarified in specific and accountable terms so as not to allow the above mentioned abuses to continue or be introduced, remembering that the vast majority of residents will be confronted with this/ these process/es for the first time.

The term Leaseholder directly discriminates against Freeholders and will not only leave freeholders vulnerable and open to victimisation it will encourage splits within the community which this document states that it seeks to prevent.

The terminology All Concerned Parties seeks to ensure that residents of all tenures are invited to be involved correctly, and are kept within the democratic process throughout the

entire project and beyond helping to join and cement long term community spirit and support.

Therefore All Concerned Parties must be enshrined in this and all future documentation and enshrined in all future projects, those still on the drawing board, those currently being processed and those currently under construction.

The phrase the Mayor believes must be dropped from this document as this phrase has always been open to and received regular abuse by politicians of all positions and colours and always to the detriment of the Ordinary Average Person.

Yet another word exhausted means different things to different people or groups of people this again needs to be spelled out clearly in this document if it is to have any chance of helping the populace that it is supposed to be aimed at?

Without this principal applying to all schemes falling under the Mayor of London/ GLA's jurisdiction it will simply receive those funding by the Mayor of London/ GLA through the back door, making a mockery of this document and not helping the very populace that this document is supposed to be aimed at.

The need for general meetings is an essential part of the democratic process. Also no less important is an independent community centre or hub that provides access to all the full and relevant information, including committee meeting minutes, decisions that are easy to read and understand, with the correct assistance when requested or required.

The right to a Ballot is essential for the residents which is the one single tool that residents can use to make their statement become decision, it is a must for all residents and regeneration projects and not just one-off vote at the start of the project but throughout the project when required by project changes or resident requests.

Any and all independent tenant advisors (ITA) are to be employed and independently funded by the Mayor/ GLA, with resident's right to select or de-select should the legitimate request arise. The resident panel should also be required to set out the requirements of the ITA without interference from all other interested parties.

The resident section should also be able to select their chair and vice chair without interference from the other concerned parties.

The ratio to be determined for each 1 advisor should start at 500 households and then add 1 other ITA for each extra 500 households within the project.

This advisor should be able to assist with relaying complex information as prerequisite resident requirements or new ones should they be requested.

The need to involve local populace (small and family businesses, the community and neighbouring locals SFCN) in the local politics' is essential to maintaining local democracy, as we have plainly (or is that painfully) witnessed with Barnet Council.

Town Halls must be a place where the borough occupants can attend meetings without being scorned or ignored all the time, but be able to take part in meaningful discussions and conclusive decisions.

Viability studies are a Liability to both the local community that has been targeted and the national tax bill. How can an instrument that is deliberately used to gain personal gain and/or private profit at the direct expense of the public purse be allowed to continue to be used unregulated, this is nothing short of criminality and must be ceased NOW.

These alleged viability studies are based on profit margins not the viability of the actual project itself.

These companies/ developers use public funds to buy public land and buildings, turn them into private land and private buildings, depleting local authorities of valuable revenues and then have the audacity to turn round to the public and say we the public are not allowed to check the books.

To put it in simple terms;

Toady takes 10p out of my right pocket and charges me 20p to place the same 10p back into my left pocket, telling me that my 10p is now only worth 5p, even though I know it is still 10p I am now obliged to accept it as 5p and must give Toady another 5p to make up the alleged short fall. And this government and local authorities are assisting them.

The **CPO** process has been abused and used to deliberately defraud homeowners from receiving a correct and just payment using numerous deceitful ruses backed and condoned by the local authorities.

This has forced numerous homeowners back into rented accommodation with no hope of being able to own their own homes again, these and others have been deliberately forced into tremendous hardships and isolation when most only wanted to remain within their respective communities for the rest of their days.

CPO's are closed markets that force homeowner to sell to just one buyer that names their own price and we have experienced that if the price came down to one man's personal perception of what the property should be worth, not what it was actually worth.

Also taking into account the fact that other properties were selling at that time for almost £100K higher than the price this one person demanded would only be paid.

The properties then almost doubled within a six month period when all other properties rose by under £2K, *if that's not fraud what is?*

Could you explain the legalities of this please because we would all love to know?

Secure council tenants should be re-housed back into new council properties and not forced into private accommodation where the council has no jurisdiction.

These developers must be forced to build council properties to allow the secure council tenants to remain secure council tenants under the jurisdiction and authority of the local council.

The rise in homelessness is the direct result in various councils deliberately using regeneration projects as a way of evicting lawful tenants unlawfully, this in turn allows the councils to ensure increased private properties at the expense of actual reduced socially acceptable housing (council housing), a practice that has been practised by both Tory and Labour controlled councils.

Forcing unsecured tenants off their respective estates is also an abuse of power and the tenants' human rights; many are caught like rabbits in the headlights of an oncoming car. They cannot leave because the council dissolves their duty of care, they do not get the chance to go for secure council properties because the council forbids it, they must stay some up to and over 20 years and then many are evicted others moved to other regeneration estate to receive the same fate later down the line, very few finally get settled. This is a gross denial of their basic human rights.

To add to this already stressful situation, Genesis has now declared to their social tenants that they are no longer welcome and will gradually be priced out of their current social homes that the council evicted them into to remove them for the estate to allow more private dwellings to be built and sold for profit.

We see nothing explaining or reporting to the losses that all residents suffer such as;

Loss of light;

Loss of access;

Loss of parking spaces;

Loss of out-houses such as pram or bike sheds;

Noise pollution;

Light pollution;

Air pollution;

Cuts/ disruptions in utility services such as, electric, gas, telephone, sewage, water;

Utility works;

All the above are liable for compensation which we the residents are constantly denied even though many of us have already lived through many years on a building site and are expected to live many more years on one, then be moved from one point on the building site to another all of which is liable to compensation.

Are you putting the above issues and question in your final draft?

Disabled and vulnerable resident homeowners are not being catered for, they have special needs and are only able to access certain properties at certain times, and unfortunately

these properties that appear few and far between come on the market before the developer wishes to acquire said property.

All current and future projects must ensure that special funds are made available for these homeowners to bid for these properties when they arise.

This also needs to apply to tenants that wish to take up residence in a warden home of their choosing ASAP and not be forced to wait until they are evicted from their current home.

The homes also need to be designed to accommodate the tenant with the tenants participation.

Also protecting the Like-for-Like promises that are made but not kept, keeping or improving on Parker Knowles standards.

We would also add that we found the 9 page document put together by Sian Berry – [Response to the Mayor's draft Estate Regeneration Best Practice Guidance](#) 8th March 2017

Very useful and would incorporate the many comments and observations that she made