

Lambeth Council
Consultation on the Key Guarantees

Prepared by Local Dialogue

APPENDIX: feedback log

Individual responses

Type of response	Estate	Comments
Comment form	Cressingham Gardens	How can we really trust Lambeth? I need a two bedroom property. I live in a one bedroom property. What is affordable and how can I get on the list for the affordable new homes? Can I really help design the new home? 100% service charge, what does that mean?
Comment form	Westbury	I would like to go for an assured lifetime tenancy so I can remain in my property for the rest of my life
Comment form	Cressingham Gardens	Disturbance costs should also be paid for non-resident homeowners, such as the early repayment fees on mortgages
Comment form	Fenwick	In the new buildings no playground no benches please. We saw near Fenwick Estate the anti social behaviour, noise disturbance we have. Thanks.
Comment form	South Lambeth	As a leaseholder who is being forced out of my home that I have lived in for nearly sixty years, and at the present planning stage, not enough consideration is being given to the over 80s regarding ground floor accommodation.
Email	Fenwick	<p>I was reading through the revised key guarantees over the weekend and was hoping you could clarify the definition of a resident further.</p> <p>If I am currently working abroad but the flat is my only home and property in the UK, does that mean I will have no choice but to sell the flat back to the council? This would mean I would not have a home when I return to London say in 18 months time!</p> <p>I arrived at this after reading Guarantee 2 which says that this option is the only option available to non-resident homeowners.</p> <p>If I was given a choice, I would very much prefer to opt for Options B (zero rent shared ownership) or C (with rent shared ownership) under Guarantee 1. That way I would at least still have a home.</p> <p>Would you be able to assist if exceptions could be made given my circumstance?</p>
Drop in	Fenwick	Who will carry out the valuation of the new property on the estate? When will the property be valued, the existing and new property?
Email	Fenwick	Please can you indicate as to the timeline for the demolition of Fenwick estate? I am a resident and I would like to know when you plan on moving the current residents out of the estate.
Email	Fenwick	I am seeking clarity as to the position of co-owners of a leasehold flat in respect of the home loss payment. My parents, who emigrated to Trinidad & Tobago in 2005, my father having taken up an appointment there, bought the flat, XXXXXX to be my home. My father and myself were made joint registered proprietors on 1 September 2009 holding on trust for ourselves in equal shares. Since then the flat has been my primary place of residence. Could you please confirm that a 100% of the home loss payment will be made not merely 50% ? An individual confirmation to me personally will be fine. Otherwise, a generalised qualification in the public Key Guarantees could cover the situation in terms like the following:

		<p>“Where the person, who has occupied a relevant property as his primary place of residence for the relevant period so as to be entitled to a home loss payment, is a co-owner, but the other co-owner has never used the property as such a residence or not since a cohabiting relationship terminated, 100% of the home loss payment will be paid.” The latter situation may also exist similar to mine. Looking forward to hearing from you.</p>
Officer comment	Knight’s Walk	<p>One question that I was asked ages ago is whether tenants will be compensated or reimbursed for the improvements they have made to their current homes.</p>
Phone call	Cressingham Gardens	<p>I picked up a call from a lady called XXX at XXX, she would like some help reading the Key Guarantees doc, as she has Alzheimers and isn’t able to read well anymore. She’s not in this morning, but she asked if you could give her a call back XXXXXX and possibly come and help her. As per her request, we are also going to get a copy of the Key Guarantees sent to her son.</p>
Email	Fenwick	<p>I have a query in regards to the estate re -generation. I am a tenant on Fenwick Estate, XXX. I have read the Key Guarantees Q&A that were posted to us however i have a question. As i have a 'home for life' tenancy which contains the right to buy, if i wanted to buy my property, you receive a discount. The more years you have lived in your property the higher the discount. I have currently lived in my property for 6 years, however when the time comes i need to move, as i would like to stay on the tenancy i am on and have my same rights rather than a lifetime assured tenancy that doesnt have the right to buy. Will i keep the amount of years ie the discount on the new property i move too as it is no fault of my own that i will be moving?</p>
Cllr comment (relayed via officer)	Westbury	<p>I’m not sure if this has already been discussed or passed on to Local Dialogue, but I wanted to raise the point Cllr XXX mentioned yesterday at 7 Fovant that some of the ward councillors would like us to consider changing the KG’s to allow resident homeowners to pass down their property once to anyone (family or close friend) regardless if they live with them or not. We have a number of single residents with no one living with them, particularly in the studios who would like to see this changed.</p>
Email	-	<p>Some additional points for the consultation 1) where does the 60% minimum ownership come from for the shared ownership no rent option? It may be that no one will have 60% even with full value invested depending on how house prices change/ how high the value of the new flats is. You should estimate what the value of each size property is now in the old and new versions and go by that % as a minimum, with a built in allowance for whatever actual house price rises turn out to be in this area until the new flats are built. Otherwise there is a fair probability that all leaseholders will be priced out of this option which makes it an inherently unfair, ill-thought through , impractical option. If you</p>

		<p>are offering it , there needs to be a reasonable chance that people will be able to use it. Please provide example figures for how people could end up with the rent/no rent/can't afford anything options so it is transparent for people to understand . Personally I would be happy to provide details of my equity/mortgage to be used as an example. At the moment it sounds generous but may amount to nothing. We need figures and examples drawn up by an independent person e.g. a surveyor to be able to tell if it is a reasonable offer from you or not.</p> <p>2) you have not mentioned anything about pets in the new flats. Are they allowed? Who decides?</p>
Officer comment	Cressingham Gardens	A tenant fed back that they were pleased to see the right to return included and felt this should be made clearer to tenants that are unsure about their options. The tenant asked not to be named.
Officer comment	Cressingham Gardens / Central Hill	<p>Cressingham:</p> <ul style="list-style-type: none"> · Held KG consultation evening on 25th October 2016. One resident and one councillor attended the event. · A freeholder on the estate wanted the differences between leaseholders and freeholders to be made clearer in the homeowner booklet and wanted there to be more on offer to freeholders, including the possibility of a freeholder enclave on rebuilt estates. <p>Central Hill:</p> <ul style="list-style-type: none"> · During a Central Hill development options consultation event, I spoke to a leaseholder that didn't understand when she can take up the Key Guarantee to stay on the rebuilt estate. She wanted to sort out a mortgage now and secure a new property as soon as Cabinet made the decision to redevelop Central Hill. However this is not possible until much later in the programme once the property plans are released. The leaseholder suggested it would be good to have information about when each offer can be taken up- i.e. if you want to stay on the estate, you will need to wait until property plans have been created before securing a new mortgage.
Online comment	-	Irrelevant. Majority of residents and homeowners never agreed to demolition. This is blatant bullying.
Online comment	Central Hill	I agree with the Full rebuilding and I am able to move anytime
Online comment	-	<p>“Where a resident or non-resident homeowner sells their property and moves away from the estate, then they will be eligible for compensation for additional costs within a 12 month period associated with acquiring a new home, such as the stamp duty associated with acquiring a new property. This will be capped to the same value as the property that has been sold” This is not in line with the actual guidance in the document : “Compulsory Purchase and Compensation - Compensation to Residential Owners and Occupiers”.. Para graph 2.54 states: Examples of items which can be claimed are set out below:</p> <ul style="list-style-type: none"> • removal expenses; • legal fees arising from the acquisition of a replacement property; • stamp duty arising from the acquisition of a replacement property;

		<ul style="list-style-type: none"> • surveyors fees arising from the acquisition of a replacement property; <p>There is nothing in this document which refers to a cap, The first reference to replacement property is “2.52 If you have to sell or move out of your property you are entitled to the costs and expenses reasonably incurred in vacating that property. The claim can include the costs of acquiring a replacement property (but not the cost of the property) and the costs of moving in to the property”</p> <p>Again, it appears very obvious that there shouldnt be a cap. Legal fees, stamp duty, surveyors fees, removal expenses are all grouped together in 2.54 and there are no caps on them. Stamp duty is not put elsewhere where there is talk of the value depending on the value of the property- it is instead shown in the document as part of the disturbance compensation. I would therefore be very grateful to understand the reasons why there is a cap in the key guarantees when not in the main guidance document.</p>
Online comment	Fenwick	<p>We as leaseholders, we should be accomadated then given our flat back as like for like with no extra cost. I believe since the council generating x2 doubling up the flats hence we are entitled to have like for a like without financial burden</p>
Online comment	Cressingham Gardens	<p>The key guarantees for leaseholders are still unsatisfactory. All the suggestions from previous consultations/feedbacks have not been looked out and taken seriously.</p> <p>There is no update nor improvement from the original key guarantees!</p> <p>As for not affording a mortgage, the option/response is not clear and well explained on how the resident can rent from the council i.e. initially it was suggested an intermediate rent (is it still valid?), is there a penalty for resident if they choose to rent, will the leaseholder financial aspect of this option affected (how much they will lose out from the whole process sale. More details are needed from this option.</p>
Online comment	Fenwick	<p>I have concerns about losing my rights as a secure tenant and would therefore prefer to move out of the estate. If the new homes built on the estate were made available within the Right to Buy scheme then I would consider staying on the estate.</p>
Online comment	Cressingham Gardens	<p>My views on the refurbishment or redevelopment of the estate are 40% refurb and 60% redevelopment. Reasons for this are, It would be nice to refurb and keep all the residents happy, since alot have been long term tenants.</p> <p>But due to the Estate being some 40 years old it does need redevelopment, since there are numerous underlying issues that need to be resovled; inregard to the building defects, unsound windows, leakage via roof and walls to the housing on the estate.</p> <p>Also access and egress of persons either elderly or with disablitites.</p> <p>Opiton 1</p> <p>The information the coucil has supplied does not go into details, but the bulleted items show the council know</p>

		<p>where the current issues lay. I can say for sure i know of tennats who have not had thier Kitchens/Bathrooms changed since they moved in, that would also include myself to state as fact. Overall the predicted cost of bringing homes up to the standard of LHS common sense does prevail, so it would be better to have two homes elsewhere brought up to the LHS standard than one on Cressingham. But then proof has not been shown in accordance with the wording described and if so, then it states and shows how great the repairs needs to be done on the Cressinghams Gardens Estate. Option 2 Replicates itself from option one albeit option 2 gives 38 new homes. In a time of where housing is at its lowest in terms of building and development of homes, its best top maximise to its full potential for space and land allocated. Option 3 Does not make any sense, since it only improves by 13 homes given the amount of space being redeveloped. This scenario gives the impression these homes would be the properties for sale to find funds, to be additional to the redevelopment of the rest of th estate. Option 4 States the same repetitive wording as in options 1-3 in terms of revenue and finance. But this option improves the housing by 60 homes with the land/space given, so this is a good option to include. Any properties sold the profit can be redirected to the refurbishment of the rest of the estate. Due to my expereince over of living on the estate from the begining and knowing the whole estate. In my view the areas named/stated for redevelopment/demolition are in disrepair. Also the areas unnamed are in a better condition and would be worth refurbishment. This option is one to consider till a much later date. Option 5 Full development is a very good idea but more beneficial to the developers than the to be residents. In order fro these homes to pay for themselves, it can only mean higher Council rent and Council tax fees. Also the space and land available should at least treble the amount of homes from option 4 of 60- 180 if not 170 in stead of the proposed 158. Other Comments Solar panels should be included in the development for natural energies. Underground parking should be available since that is more revenue, also a regeneration of homes this size the need for parking is essential with good drainage.</p>
<p>Online comment</p>	<p>Cressingham Gardens</p>	<p>I have some concerns regarding the Questions & Answers leaflet which was sent out which goes into more detail than the above information. 1. Re Like for like properties - while the number of bedrooms is being guaranteed the square footage of the</p>

		<p>property is not and can make a big difference to property. Also re outside space guarantees should be made if people previous have had a garden. When buying a property size, outside space, location of the property within the estate and the views & position of the property are all taken into account - this is not being guaranteed and as a home owner if I am offered a property with less square footage, on a floor with a loss of view that I currently have in a position on the estate that is not suitable then I am not being offered like for like.</p> <p>2. Re : Non residents not being eligible for a new home on the estate - While there will be some non resident homeowners that are investment only this does not take into account resident homeowners that may need to rent out their home with the intent of returning to the estate due to temporary work commitments. These residents are at a severe unfair disadvantage and some guarantees should be made for residents in this situation.</p> <p>3. Re Weathertight repairs - No mention has been made of the charges to homeowners for weathertight repairs. It is unjust for residents to pay for repairs which will only have potentially 2 years of benefit of. These repairs have been delayed by the council and should have been made when the first survey was produced - not 2 years down the line. Residents should be compensated for this charge.</p> <p>4. Re:Upkeep of the new estate - what guarantees are in place that the new estate will be kept in good repair? It is extremely worrying the neglect this estate has been suffered and a new home which will be considerable higher value and I would like guarantees the new estate will not succumb to the same neglect.</p>
Online comment	-	<p>I'd like to register some of my concerns in relation to the Key Guarantees as they affect leaseholders, of which I am one.</p> <p>Shared Equity is now off the table and I see you've attempted to 'sell' Shared Ownership as somehow preferable. This is not the case, as Shared Ownership is tantamount to having a tenancy and therefore a step backwards for existing homeowners. It is also subject to various restrictions and I'm not convinced that it's even possible to port a normal mortgage to Shared Ownership, as the basis is so different. Before you even attempt to foist this undesirable option on us, you need to provide us with more information and give us an opportunity to seek professional advice, which you should also pay for.</p> <p>In relation to Shared Ownership, you have said that sub-letting, for example, is not possible. However, I believe that HfL could amend the lease with the permission of the HCA. If this isn't possible, perhaps you could explain why.</p> <p>http://www.homesandcommunities.co.uk/cfg?page_id=7185&page=160</p> <p>I also wonder whether these schemes are allowed to include the option with no rent payable. Please could you confirm that this is a real option that the HCA have</p>

		<p>agreed to. Looking at another council’s Key Guarantees, they say that they will provide accommodation for the period between sale of our properties and completion of the new-builds. We don’t currently have any assurances. Mortgages will need to be redeemed, at which point the property has to be empty, and there’s likely to be a lengthy gap between that happening & the new property being ready. Please confirm that you will provide accommodation during this period, should it be required. Finally, we should be able to retain a proportion of our compensation. On the Aylesbury Estate, for example, the first £16,000 was disregarded. This seems to be an arbitrary figure and Cressingham residents would want considerably more.</p>
<p>Online comment</p>	<p>Fenwick</p>	<p>I am writing to provide my feedback as leaseholder I am stunned about the facility changing the key guarantees to favour the Council ‘s position and damage the leaseholder ‘ situation . I have to remind that we have been forced to take on this project and allow the demolish our properties that wel owe 100% I completely disagree in several points: Guarantee 1: 1)Zero Rent Shared Ownership: Zero rent ownership is a complete aberration against our rights- I will not accept any type of shared ownership regardless the Council force us to pay rent or not. This is the most serious concern from all the changes made to the key Guarantees and the main reason to sue this Regeneration Programme project. I personally feel cheated by the Council and how they provided some initial guarantees to please the residents and, as the time goes by, they are changed as per Councils’ interest. I consider this section really upsetting and if this goes ahead there are few options left apart from suing the case 2) If you, as a resident homeowner, wish to continue to live on your new estate, you will be given the opportunity to do so. You will be offered a range of options depending on your personal financial circumstances. If none of these options are adequate to enable you to continue living on your estate, the council will explore alternatives with you. (This Guarantee does not apply to non-resident homeowners.) I currently live in the Council but I don’t know my personal situation in the future/2019. I consider completely illegal the fact that Guarantee 1 will not be applicable to non-resident homeowners, therefore I demand to review this point 3) “You would be required to notify the council if you put your home on the market for an intended sale, assignment, sublet or underlet. You would not be allowed to let your home without the council’s permission, not to be unreasonably refused.” This is not specific: The Council should not have any right to put obstacles if I want to rent my property and this is not guaranteed. I can understand that I should notify the Council if this is done, but it should be clearly</p>

		<p>documented that the Council cannot oppose the leaseholder’s decision to rent</p> <p>4) “You would have to pay 100% of future service chargesB-zero rent ownership”</p> <p>I consider unfair that the leaseholder has to pay the full 100% of service charges when we are not going to own the 100% of the property</p> <p>5) “We would expect that the share of the property that you retain would probably be more than 60%.” My flat is actually 1 bedroom flat and I was meant to be given 77%. Why has now been changed from the initial agreement??</p> <p>Guarantee 2</p> <p>1)If you, as a homeowner, do not wish to live in a home on the newly built estate, you will have to sell your home at the market value to the council after an independent valuation and make your own new housing arrangements. (This Guarantee is the only option available to non-resident homeowners.</p> <p>In which law is based that I should sell my property to the Council , if I find an external seller ? I demand a review of this guarantee section</p> <p>2) Home loss payment for Resident Homeowners</p> <p>A home loss payment is additional compensation that you are entitled to if you are moving because your home will be demolished in a regeneration scheme. This payment is in addition to the payment of the value for your home. To claim home loss, you must have lived in your property as your only or main home for at least one year. The amount of home loss payment is 10% of the market value of your home, with a maximum payment of £58,000 (as at October 2016). Central Government tends to revise this sum annually and the council will match any future amendments.</p> <p>This point does not specify for how long the home owner needs to have owned the property. I bought the property 1 year ago and my solicitor was not notified about this regeneration programme where demolition was an option. Another pitfall from the Council to sue</p> <p>3) Basic loss payment for Non-resident Homeowners</p> <p>Non-resident homeowners are entitled to 7.5% of the market value up to a maximum payment of £75,000. You must have owned the property for at least a year. If you have owned your property for less than a year, you are only entitled to the minimum payment of £5,800 (as at October 2016). Central Government tends to revise these sums annually and the council will match any future amendments.</p> <p>As mentioned, if in the future I am not resident , what means “if you have owned your property for less than a year, you are only entitled to the minimum payment of £5,800 (as at October 2016)”? is this date from the date that the property was bought to the date where the homeowner gets the loss payment?</p>
Online comment	Central Hill	<p>1) There is a lot of disquiet about whether the council will really pay a fair price when buying back homes. I would like you to confirm in writing to all leaseholders what you would pay if you were buying the property today and confirm that this will not decrease unless</p>

		<p>property prices in the overall area fall.</p> <p>2) Regarding the 60% needed to enter into shared ownership no rent, it is clear mathematically that as house prices increase over the period of time until leaseholders can buy their new home, the values of the existing properties compared to the new ones will diverge, meaning someone who can afford 60% now (based on estimated values on your website) may have less than 60% when the time comes to buy. To give leaseholders security and peace of mind, you should assess leaseholders' situations as per the estimates on your website and fix the minimum % each leaseholder will have so they cannot be worse off in the future than they are now.</p> <p>3) It is not clear what priority residents will have in choosing their new home in the new development e.g. Will they be able to choose what floor they live on, what orientation their flat has etc. Please give more information on this.</p>
<p>Online comment</p>	<p>Fenwick</p>	<p>I am concerned that 'Shared Ownership with zero rent' is replacing 'Shared Equity'. How do I know that I will not be later be asked to pay rent on the portion owned by the council (or the company set up to manage this, or any company they sell to in future)? Why did the council overlook this major legal requirement when making the initial 'guarantee'? I am told that it is not insurmountable for the council to apply to be allowed to provide shared equity, or to employ a housing association who are already entitled to provide this as its management company.</p> <p>What if my mortgage company regards this as a new mortgage deal, and charges me not only a new fee to set it up, (which I am currently assuming would be covered by the council) but a higher interest rate than my current deal?</p> <p>How can I make the decision about staying on the estate or moving away without having some notion of how service charges will be calculated so that I know I will be able to afford them?</p> <p>Will the ground rent be set at the current rate and will that be guaranteed to stay at a reasonable rate? I have read recently of complicated lease contracts that mean ground rent can rise at exponential rates. I want to know this is not going to happen to my lease here.</p> <p>Will council tax bands remain at band B or will the new flats be rated higher?</p>
<p>Online comment</p>	<p>Fenwick</p>	<p>Definition of a resident leaseholder.</p> <p>I bought my home at Fenwick Place in 2007 as my primary residence but had to move abroad due to a combination of personal and work commitments (with plans of returning once my personal affairs are in place). I'm currently working for a local company (no, unfortunately I am NOT under a fancy expat posting) and currently rent the place where I am living in (happy to provide you with a copy of the contract as evidence if that helps).</p> <p>Frankly, if it was my intention to leave London and never to return, I would have sold the flat given the buoyant prices the last couple of years. But I didn't as</p>

		<p>my plan is to return to London. As I never expected this regeneration to happen, it seems rather unfair that I will be forced to sell the flat back to the council just because I'm away at the moment (but could return back in 18 months time). And it would be very impractical for me to drop everything here so suddenly and return to London to live for 12 months just to fulfill the requirements as a resident leaseholder, so as to have the options under the Homeowner Guarantee 1. This is a genuine plea. I hope you will be able to assist.</p>
Online comment	Central Hill	<p>As a non- resident leaseholder, it only with the issue of these key guarantees that I have found out that I am forced to sell my flat, previously I understood that I would be able to stay as an owner on the new estate. This new position would make me liable to capital gains tax at a time when I can not afford this and that I had no intention of selling my flat as it was to form part of my pension fund. Lambeth should compensate me for the amount of tax liability or allow me to take a new flat on the estate.</p>
Online comment	Fenwick	<p>I have lived here for more than three years! After the works will I continue to live in the same building?</p>
Online comment	Central Hill	<p>I am a tenant who's house is falling apart I have damp coming up through the bedroom floors because the pipes under my house are broken and raw sewage is making the walls in the basement damp there is damp on all my ceilings due to flat roofs as far as I am concerned they can put a bomb over the estate I've lived on central Hill estate over 30 years and feel the estate is at the end of its life as a tenant I feel that tenants get shouted down by lease holds at meetings and that is why more of us don't go to meetings I feel the best thing that could happen is knock the estate down I want to move off as soon as I can</p>
Online comment	Knight's Walk	<p>Re: Guarantee 3, We feel that staging any increase in rent compared to that at the time of a move is good but we believe there should be a cap at 5 years. This would not apply to the normal annual increases. / Utility Bills item in your Q&A leaflet: we like the meters for elec. and water but need more detail about the charge for communal gas./ Rents, page 4 of Q&A, we feel that the rents for existing Knight's Walk residents choosing to remain should reflect their present rents, not a higher level applied to the improved flats we are hoping for/expecting. Higher rents could/should apply to new incomers. / We are unhappy that, being forced to move into a property in a higher council tax band, we are in effect being penalised. For those on Knight's Walk, a compromise needs to be found. with regard to assigning a new council tax band. / Choice Based Lettings is not really an option since it is so meager and doesn't seem to work anyway.</p>
Online comment	Knight's Walk	<p>In answer to the question - what succession rights will there be with HfL assured lifetime tenancies?, it appears and I hope that the council working with tenants to agree what rights and responsibilities should be written into new HfL assured lifetime tenancies is still going on. I am worried because no one has approached me,</p>

		<p>despite my earlier indication that I would wish one of my grand children to live with me when aging and my health demands it.</p>
Online comment	Westbury	<p>Please qualify the homeowner’s situation with regard to the Improved Guarantees category C, With Rent Shared Ownership.</p> <p>Should the leaseholder take up the option of C of the Improved Guarantees, and pay rent because their ‘owned’ portion is substantially less than 60% but over time the leaseholder is able to staircase payments to reach 60% ownership, would they then be able to adopt category B Zero Rent Shared Ownership?</p> <p>Please clarify the legal costs that the Council will pay because of the regeneration. Stamp Duty;- Will a resident leaseholder moving to a new home on the estate be able to reclaim the full stamp duty on the NEW home purchased. For example, the price projection for a new three bedroom flat on the new estate is £750,000 the stamp duty will be at today’s figures, £27,000.</p>
Online comment	Westbury	<p>Improved Key Guarantees for Westbury Leaseholders, as booklet published October.</p> <p>With the demolition of all the low rise homes on the Westbury Estate, every leaseholder should be concerned about the value of their home and if resident leaseholders wish to stay on the estate they should be very concerned about the projected price of a ‘new’ home.</p> <p>THE NEW HOMES IS TOTALY OVERPRICE , SPECIALLY FOR US AS HOME OWNERS WHO PLAN AND SAVE TO PAY FOR OUTHOME OUR WHOLE LIVE WHAT WE CAN AFFORD AND WERE WE WANT TO LIVE AND WANT TO BUILD FRIENDSHIPS ANDCOMMUNITY AND NOW WE ARE FORCE TO SELL OUR HOME FOR MORE HOMES AND FOR THE COUNCIL TO MAKE MONEYOFF USE NOT HELP USE BUT TO MAKE AS MORE VULNERABLE AND CONCERN ABOUT OUR FUTURE. I CANT AFORD A MORTGAGE OR RENT TO PAY AND AM HAPPY WHERE I AM NOW BUT DONT KNOW WHAT IS GOING TO HAPPEN AS I GOT A STUDIO FLAT AND NOT SURE WHAT I WILL GET FOR MY FLAT AND JUST SEE I HAVE TO BUY NOW A 1 BEDROOM FLAT FOR A UNAFORDABLE PRICE IF I WANT TO STAY ON ON THE ESTATE AND YES I WANT TO STAY I AM HAPPY WHERE I GOT A HOME I DONT WANT TO MOVE .</p> <p>The recently published booklet ‘Improved Key Guarantees for Homeowners’ illustrates three scenarios for leaseholders to buy new homes in the future and a fourth scenario for people not being able to afford any future ownership which will put them in the hands of Lambeth Council for a place to live. At the moment it seems that all the resident home owners are in the same boat, in that nobody can afford to buy outright 100% of the new like for like homes. For current residents to stay on the estate they will have to sacrifice their current leases and take on various other arrangements and join Lambeth as a shared owner of the property or perhaps in some cases, start to pay a rent on the amount owned by Lambeth. There is the potential of</p>

		<p>buying a smaller home if practical for the resident leaseholder.</p> <p>As I understand the current situation, non-resident leaseholders cannot buy a new home on the future estate,</p> <p>WHY NOT ??? AS THERE IS MARRITTS FOR EVERY SINGLE PERSON , THERE MIGHT BE A REASON A PERSON DONT LIVE IN THEYOWN PROPERTY BECAUSE OFF WORK TAKING THEM AWAY FROM WHERE THE WILL COME BACK TO LIVE WHEN THEY CAN .I AM A CARE WORKER WORK LONG HOURS LOW PAID AND THAN HAVE TO WORRY ABOUT MY FUTURE ARE THE COUNCILHARDLISS POEPL E WHO DONT THINK WHAT THEY DO TO OTHERS AND YES WORK TAKE ME AWAY FROM MY HOME TO GO AND EARN A INCOME NOT TO BE A BURDEN TO THE STATE AND THERE FORE GET PENNILISE</p> <p>there are no other categories for non-resident leaseholders.</p> <p>The non-resident compensations, home loss payments are noted in the booklet.A very important point for leaseholders is the current value that Lambeth has indicated for the various size flats and maisonettes, the published values given by Lambeth are now two years out of date.THERE IS NO STUDIO FLATS IN A MILE RADUIS OFF SW8 3LP EVEN FOR THE 1 BED PRICE LAMBETH TALK ABOUT CHEAPESTLIKE FOR LIKE STUDIO I GOT AT THE MOMENT IS MORE THAN 360000 POUNDS THEY HAVE TO GO AND LOOK AT MOREREA LISTIC COMPENSATION FOR WHAT WE GOT WONDER IN WHAT WORLD THEY LIVE IN ? OR WHERE THEY LIVE.</p> <p>The demolition of the low rise buildings will not take place for at least two years and probably three years, by which time the property value could have risen even more, along with the new build values!</p> <p>THE COUNCIL WANT TO MAKE MONEY FROM OUR HOMES AND EXPECT USE TO PAY FOR THE NEW HOMES THEY CAN DO A LIKE FOR LIKE AND IF NOT GUARANTEE THE DIFFERENCE WHEN THE BUY BACK OUR PROPERTY’S FOR THE PRECISE AMOUNTWE CAN BUY A LIKE FOR LIKE WITH ALL THE COST AND TRANSFER AND REGISTRATION COST ON THEM AS THEY WILL MAKEMILLIONS PROFIT WITH THE DEVELOPMENT .</p> <p>Westbury Estate is a very valuable piece of land, whilst the current properties may not command the same price as the surrounding new developments such as Nine Elms and Vauxhall or even the local older terraced houses, Westbury estate is very attractive to house buyers. (Can you imagine the value a private house builder would put on the land of Westbury). The location is very important, the open, spacious, uncrowded area on the estate is added value, the parking facility is highly valuable and should not be underestimated. If the interior of the homes are in good condition then the flats increase their sale potential. The valuations will be revised upwards but everyone should take professional advice on their valuations and potential sale.</p> <p>The Key Guarantees state that the valuations would be based on the fabric and structure of the property is in good condition, therefore the peeling paint and unsightly uncared-for building surfaces would not reduce</p>
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		<p>‘proper’ valuations. You should note that internal decorations etc. will have a bearing on the valuation as any in normal home sales function.</p> <p>The following examples are for information only and are based on the Lambeth values and projected prices as mentioned earlier and they are to illustrate the position of a leaseholder resident taking up option B or C on a like for like home.</p> <p>Example; a one bedroom flat currently on Westbury, valued at £275,000, future new one bed flat priced at £450,000, to move into the new one bed flat would mean taking the £275,000 plus the home loss payment of 10% of the value=£27,500 total £302,500.to put down against the new priced flat at £450,000,therefore minus £302,500 = £147,500 to pay to own 100%. If the balance cannot be paid then a shared ownership with Lambeth would be entered into. This would be option B, Zero Rent</p> <p>V. Demonstrate and provide proof that the Public Sector Equality Duty has been verifiably protected. VI. Given that the decision found that f children, the elderly and black and ethnic minority residents would find their cultural life “likely to be disproportionately affected” by the CPO/demolition, which would have a negative impact on their ability to retain their cultural ties. VII. Issues such as the “dislocation from family life” VIII. And the potential to harm the education of affected children IX. Demonstrable proof of avoidance of: X. Provide specific alleviation of ‘considerable economic, social and environmental dis- benefits for the leaseholders who would remain on the land; XI. ‘ No interference with the human rights of those with an interest in the relevant land</p>
<p>Online comment</p>	<p>Cressingham Gardens</p>	<p>As a resident,I have come to understand that we the residents have no means of letting the council understand that these key guarantees is worthless to us . The truth of the matter is that the council is a now a property developers , and have failed to carry the wish of the residents along on this venture of property development. When will you take the majority of the residents along the part of property venture, Having read your guarantees 1 to 7,to mention that RENT will not increase for the vulnerable not to lose their home, is to be economic with the truth. After five years of rent, to state that the new home from that point forwards, will be determined in the same way as those for lambeth council homes is false. The issue here is to say the right thing, as this venture of assured tenancy means housings association homes, any property that is under this venture is taken over and a new registered name will increase the rent to recoup what is borrowed to developed these new homes. This is a false guarantee to those residents who will be made homeless after five years. The aim of the council is to be clear with information that can stand the test in court, this is what this property development of the estate is about, it is to cleans of venerable people. I hate to say this that the venerable people have no voice, can the council inform me how many of these venerable people have had their</p>

		<p>views taken into consideration. However to mention that the key guarantees is worth the paper is written on, is just false. Please take note the council is giving the residents the informations and support that the council required the residents to accept. Please stop printing key guarantees and get on with your cleaning up the estate of venerable people. The venerable people are human beings with right and I hope that you will understand that the venerable people are watching and waiting.</p>
<p>Online comment</p>	<p>Westbury</p>	<p>Th main issue with the key guarantees is a lack of clarity in most statements. Many things are implied, which means each statement could have more than one meaning. Everything should be stated explicitly so as to remove all confusion. I suggest that a trained Editor reads the key guarantees as they work under the rules of “clarity, consistency and comprehension” and these are problems in the guarantees.</p> <p>Regarding Guarantee 1, when I bought my proerty I did so under the knowledge that i had certain rights in renting out or disposing of my property. However, under the regeneration, it is very unlikely that I will be able to afford 100% ownership, which is the only option that lets me retain many of my current rights of ownership (but not all). Therefore, I am left with option B as the probably way I will finance my home. I am most concerned about “You would be permitted to transfer your leasehold interest to a spouse, civil partner or family member nominated by you and who has been living with you for more than a year.” This is completely unworkable for a number of people. The council has addressed this in the Q&A by stating “The zero rent shared ownership offer to resident homeowners is made to compensate you for the disturbance caused by having to move home to make way for regeneration of your estate. As a consequence you would be able to live for the rest of your life in a home of considerably higher value without having to pay anything for this benefit. The council cannot justify offering to extend that benefit to people who have no prior connection to the location nor have experienced any disturbance from relocation.” However, there a few problems with this. This policy discriminates against single people, or at least those in one bedroom flats. How as a single inhabitant of a one-bedroom flat is someone able to have a family member live with them for 12 months? Under the previous shared equity offer, this policy did not exist and the Council seemed fine then about having succession not be so proscribed. I do not have family members so again this is discriminating against me. Surely everyone should be allowed to nominate people they wish to leave the property to and they shouldn’t have to have lived with them. For example, what if by some fluke, the person was living with you, but then has to go away suddenly for a few months but was planning to come back, but you died in the meantime and that meant that all your plans came to nothing?</p> <p>This policy should be removed and reverted back to the one stating that everyone can leave their property to</p>

		<p>whomever they want.</p> <p>In addition, the policy is unclear. What do you mean by “transfer leasehold interest”? Does this mean someone can live in the home, or does it mean that someone can just get the financial stake? I have been assuming the former in my above feedback, but if it is the latter, does that mean that if someone hasn’t lived with you for more than 12 months, the financial interest in the property goes to the Council, so if you have £200K value in your property, no one will get that money?</p> <p>“You would have to renew or port or take up a new mortgage of the same size as your current remaining mortgage.” Does this mean that we cannot increase our mortgage size when we move to the new property? If so, then how is anyone supposed to be able to reach 100% ownership? If this is about people not reducing their mortgages, that is also unworkable, because what if the value of your property plus the home loss payment meant that to make up the full 100% value of the new property, you actually needed a smaller mortgage. What would happen then. This is stating that people have to take out more money than they need, especially as you have also stated that “You would have to put the full value of your existing property together with your home loss payment into the new property.” These two statements can’t work alongside each other.</p> <p>“You would have the ability to “staircase” - to buy additional percentage shares of your new home up to 100%.” Again, what are the constraints on this. The previous point stating that you have to keep the mortgage at the same size, means that staircasing can’t happen immediately but would have to be done at a later date, and presumably then a different mortgage rate and also valuation of the property. Please clarify when staircasing can happen, and it should be at the same time as transferring mortgages.</p> <p>Regarding the move from shared equity to shared ownership, I accept the EU directive, but do not accept this is an improved guarantee when almost every option is a reduction of the previous guarantees. This is less about the financial offer and more about the legal rights. Although this is shared ownership, we all bought the property in good faith and should not be forced into the restrictions of current shared ownership. The Council should take this into account and do more to give leaseholders similar rights to the ones currently enjoyed. In the the Q&As the Council said “As a consequence you would be able to live for the rest of your life in a home of considerably higher value without having to pay anything for this benefit. ” I find this extremely upsetting as a statement. We are having to pay a lot in time, stress, uncertainty, and many other things. If I knew that the property was going to be regenerated and I would end up with shared ownership, I would not have bought it. However, prices have risen so much now that it is impossible for me to find another property anywhere near this area that I can afford.</p> <p>“We would expect that the share of the property that you retain would probably be more than 60%.” I would like this removed. When asked what would happen if the</p>
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		<p>share was less than 60%, The Council answered with the following in the Q&As: “So long as you can transfer the full market value of your existing home plus home loss into equity in your new shared ownership home, then you will not have to pay any rent on the unowned share.” If this is the case, there is no need to put a percentage in place as this just gives rise to uncertainty and stress for no reason if the Council are prepared to offer no rent. I also think that option C should be removed, because with this guarantee, will there be an instance when someone will pay rent?</p> <p>Redirection of mail. I would like to see this increased to 1 year. This is not the usual instance where you can go and pick up mail from a previous address in the worst case scenario. In this instance, what happens if the redirection is over? Will the mail be binned as the address no longer exists.</p> <p>“contribution to the purchase of new curtains and blinds;” What does this mean? Could we get exact amounts. A contribution could be 1p or could be the full price, there is too much uncertainty here.</p> <p>The question was raised whether stamp duty would be paid in full and the Council answered in the Q&As “Yes. Where a resident or non-resident homeowner sells their property and moves away from the estate, then they will be eligible for compensation for additional costs within a 12 month period associated with acquiring a new home, such as the stamp duty associated with acquiring a new property. This will be capped to the same value as the property that has been sold” This does not make sense. The Yes has been qualified and only seems to relate to someone who sells and moves away from the estate. What about homeowners who remain on the estate? Will the stamp duty for their new property be paid?</p>
Online comment	-	<p>I think the council should considering offering a home loss payment of more than 10% of the property value as this is not very much considering the cost of housing in London. Although 10% is the legal minimum that should be paid considering that many leaseholders on the estate are not particularly well off a higher % should be offered.</p>
Online comment	Central Hill	<p>I’m a leaseholder on Central Hill Estate. I cannot see response to some of my questions: Considering the amount of stress and annoyance we will be going through, i believe homeowners should be allowed to upgrade from a 1 bed flat to 2 or more on the shared ownership system. Can homeowners moving outside of the estate buy a shared ownership property in a different council? Will all the costs of finding a new mortgage be covered by the Council? Would this include broker costs, penalty for closing a fixed term mortgage, costs of opening a new mortgage, higher interest rates and so on? If I stay on the estate and buy a new flat (shared ownership or not) will I be able to personalize my flat? For example chose wooden floor, having underfloor heating, bathroom and kitchen specifics and so on? Renting my shared ownership flat - at the moment I own</p>

		<p>my flat and I have the possibility to do so if my circumstances change. Now I'm being forced to renounce to this status by the regeneration so I should be able to put my new shared ownership flat for rent if I wish to do so.</p> <p>I will have to stay for years in a period of limbo where I won't be able to sell my flat on the open market, I heard Lambeth does not have money to buy the properties, is this correct? What alternatives are being considered?</p> <p>If I stay on the estate and my property will be demolished before my new property is ready, where am I going to live? Will I have to move out of the area and pay rent? What about my mortgage?</p>
Online comment	Fenwick	<p>Guarantee 5 Would the independent resident advisors continue to be Stuf? (This would be preferable as a relationship/ trust has already been established.)</p> <p>Guarantee 6 Would leaseholders have more options re fixtures/ fittings than tenants?</p> <p>Guarantee 7 Are the disturbance payments in addition to the Home Loss Payment?</p> <p>What guarantees do we have that the extensive asbestos on the estate will be handled carefully to minimise effects to the health of residents?</p>
Online comment	Central Hill	<p>In a recent note to the residents the council has announced the following: "The council is currently developing a business case which would enable Homes for Lambeth to buy back any freehold/leasehold properties on an on-demand basis, with no limit on numbers of early buy-backs. However, until this has been completed, then the following process will be employed." Then the note proceeds to detail the procedure "without the existence of early buy-backs"</p> <p>Therefore the Council acknowledge there will be soon a policy for "buy back on-demand basis" or "early buy-backs". If the previous statement is truthful, this early buy back policy should be incorporated to the Key Guarantees to be at the same legal level than any other option the Council will offer resident homeowners, even if the Council has yet not finished the business case. Many of the published "improved" Key Guarantees have grey areas where policy and procedures has not yet been studied and it didn't stop the Council to include them in the published Key Guarantees. The same should apply for the early buy-backs policy.</p> <p>The Council has been repeating for the last year and a half that the "early buy back" option will be part of the Key Guarantees and the policy will be triggered as soon as the decision on the future of Central Hill estate is confirmed by Lambeth Cabinet.</p> <p>Including the early buy backs in the Key Guarantees, the approval of the Key Guarantees by the Council (with all the legal requirements to make Homes for Lambeth compulsory to follow them) and the decision on the future of the last estate in the regeneration program,</p>

		<p>Central Hill,, should be approved all together by Lambeth Cabinet. All the options for the residents homeowners should be equally available to them. Both, staying in the new estate without lost (personal or financial) and been able to leave and retake the freedom to decide on the future of our families, should be options at the same level. Only once they are on the Key Guarantees the residents will really be able to choose freely.</p> <p>If Lambeth Council don't include the "early buy-backs" in the Key Guarantees will fail to the word given to the residents and will make even our situation even more critical.</p> <p>I urge the Council to include the "buy back on-demand basis" on the Key Guarantees as promised many times to the residents. .</p>
<p>Online comment</p>	<p>Cressingham Gardens</p>	<p>In general, the consultation documents seem to have been drawn up without recourse to recent precedent - the secretary of state refused to allow the CPOs sought by Southwark Council against leaseholders on the Aylesbury estate. The implications for Cressingham offers should be thoroughly considered. For example, human rights implications of failing to ensure the offer provides a genuine opportunity for residents to remain living in their community. The values attributed by you to the current homes are both very low in comparison to the local market, and relative to the values attributed to the new homes. Applying the secretary of state's observations, I do not believe any of the current guarantees would pass muster. If you cannot guarantee affordable options for all residents (ideally protect their current financial arrangements), in order that they can remain in their community, without making your scheme unviable, you should seriously consider scrapping the redevelopment scheme.</p> <p>You should commission an independent report on residents' actual ability to afford to remain in the area, with mortgage advice, before agreeing the guarantees and moving forward with your regeneration scheme. As it stands, you have no idea whether you can negotiate an acceptable solution with homeowners and that is irresponsible.</p> <p>A number of homeowners currently live in houses with gardens. You should add a guarantee that those residents should be offered a house with garden on the new estate, or be appropriately compensated for loss of amenity based on genuine local market prices so they can move to a house with garden locally.</p> <p>A possible fair solution to avoid rights breaches and unfair dispossession/value gap would be the council offering 100% equity leasehold swaps which remove the value gap problem, allowing the leaseholder to continue to enjoy their current status with minimal additional mortgage or other financial pressures.</p> <p>Staircasing shared ownership to 100% is unrealistic and no comfort as the cost of increments is not based on the sale value, but on the relevant future values, likely placing the end goal exponentially out of reach.</p> <p>It is extremely unfair to require homeowners to spend</p>

	<p>any of their homeloss or disturbance compensation on funding their equity, thus returning the money to you, and this money should be excluded from the requirement.</p> <p>Key guarantee 1</p> <p>Option A</p> <p>While an option to remain a leaseholder is welcomed, you appear to have put little thought into how achievable that would be in reality. Using a two bedroom house as an example, applying the council's 2016 valuation of £325k, even if the 'best case scenario' homeowner currently has no mortgage, the value gap needing to be bridged to become a leaseholder on the new two bed flat (value £610k) would be about £250k (taking into account homeloss payments). This would require someone currently with no mortgage outgoings to find either a quarter of a million pound lump sum from savings or seek a new mortgage costing around £1000+ per month. They are unlikely to be in a position to do so, especially if retired or not in secure/long term employment.</p> <p>Even if possible this would be a significantly inferior arrangement compared to their current situation and you should reassess.</p> <p>Option B</p> <p>Now you have removed shared equity from the homeowner offer, there is no realistic homeownership offer on the table. Legally, shared ownership is a misnomer as it is really only a dressed up tenancy. While option B looks attractive because there is no rental liability, leaseholders are being offered a vastly inferior arrangement to what they currently have and you are not currently offering adequate compensation for:</p> <ul style="list-style-type: none"> i) The loss of the lease and replacement with an SO agreement which strips existing rights and exposes those residents to a potentially precarious situation eg possession due to as yet unknown breaches (judge has no discretion under some circumstances, resulting in immediate possession and loss of all equity) ii) The level of required equity (60%) is too high. For example, if a homeowner has £135k equity in their two-bed house (including homeloss), that's just 22% of the new flat value and not enough to qualify for option B or C. It's not unimaginable that they could get a mortgage for the £230k required to bring their share to the 60% level, but given tighter lending criteria and increasing employment uncertainty, it is unlikely that many residents would be able to manage this option. iii) It may be legally questionable whether zero rent can be offered. If you have not sought independent legal advice as to whether this is even possible, please do. <p>C</p> <p>This is not an affordable or fair option for leaseholders mainly due to the significant increase in cost of living - upwards of £1,000 extra costs per month for a 2 bed property.</p> <p>Alternatives - it is almost inconceivable that someone who has failed to meet requirements above would be able to afford market rent of £23k a year for a two-bed, £31k or £40k for a three bed or four bed family home,</p>
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		<p>£18k for a one bed. To accommodate the homeless leaseholders on a rent basis you would need to significantly expand your number of council rent level homes. And as you must know, the government is not supportive of councils dispossessing homeowners and equally, depriving secure tenants of their right to buy. Regarding the tenant offer, it seems you have not yet decided a guarantee regarding succession rights. It is misleading of you to direct tenants to the current secure tenancy rights when these are the rights being lost.</p>
Online comment	Cressingham Gardens	<p>1) Option B, what if I stay with the original share of ownership not acquiring further share till many years later I decide to sell? Will there be any restrictions for sale set by Home for Lambeth?</p> <p>2) In Option C, are there any guarantees with respect to how the council set the rents? You assumed 3 % interest rate in your example, are you able to guarantee any formula you will use to set the rent (you have printed 0-2.75% in many places now)? If not now, when?</p> <p>3) " Resident homeowners will be able to get their own independent valuation advice and the council will repay reasonable valuation costs", this statement is on page 11 of "Key Guarantees, Questions and Answers" though different statements are found in different places. Is it meant to exclude non-resident homeowners?</p> <p>4) Homeowners would certainly question the timing and scale of the water tight capital work that is currently undergoing and the large area of slab paving work completed only last year or so. No works near such scale have been done over last ten years. You haven't worried about health and safety for long. Now demolition is imminent, common sense tells us only pinpointing responsive repairs are justifiable. Your pushing ahead with these capital works against opposition is wasting thousands of pounds of homeowners money and taxpayers money. Bear in mind council's being short of money was claimed to be the main motives for the regeneration. How would you explain your contradictory acts? Shouldn't you consider compensating for homeowners' contribution towards the costs of these capital works?</p> <p>5) Non-resident homeowners may have let their homes to tenants who have been receiving housing benefit from the council. Are these tenants entitled to becoming council tenants to stay on in the estate? What assistance can the council give them if they are forced to move?</p> <p>6) Is home loss compensation exempt from tax?</p> <p>7) Is capital gain arised from selling to council exempt from capital gain tax? If not, should the council pay this tax for the homeowners as a compensation?</p>
Online comment	Fenwick	<p>Is there a maximum build time? As I understand it you are planning to demolish and rebuild block by block which sounds like it could mean years of living with the noise and disruption of a building site. Has a maximum build time been agreed?</p> <p>As the buildings are structurally sound has the council looked in to the idea of spending this very large amount of money on acquiring new properties rather than demolishing and rebuilding existing ones, with all the</p>

		<p>disruption and waste that this will cause? What are the guarantees regarding the new flat being no smaller than the ones we are currently living in, in terms of cubic metres, square metres etc</p>
<p>Online comment</p>	<p>Cressingham Gardens</p>	<p>I find it difficult to see the key guarantees as guarantees of anything but the destruction of a community and the exile of leaseholders from a much loved estate. All the evidence we have studied suggests that the new housing will not be affordable and not offer the same features, such as gardens, for many residents. Paying more for what may feel like a downgrade is not acceptable. The value gap is of serious concern to the point where I suspect there is a genuine motion to deliver an act of social cleansing. If a Labour council cannot back down from our persistent resistance to the regeneration then it should at least be able to guarantee affordable housing. The figures we have seen for replacement homes are eye-watering - in both senses. The only fair solution would be the council offering 100% equity leasehold swaps which remove the value gap problem, allowing the leaseholder to continue to enjoy their current status with minimal additional mortgage or other financial pressures. If the council cannot guarantee affordable options for all residents, and are not prepared to work with us on the People's Plan, then it should abandon the redevelopment scheme altogether..</p> <p>Many of us on the estate believe you should commission an independent report on residents' ability to afford to remain in Cressingham gardens. It seems to me that nobody has any idea whether the council can negotiate a solution with homeowners!</p> <p>To address each item in turn:</p> <p>Key guarantee 1</p> <p>Option A</p> <p>We have found access to accurate information difficult and the information itself opaque, so having done our own sums it seems that the value gap for a two bedroom house would be £250k. This may require someone to find either a quarter of a million pound lump sum from savings or seek a new mortgage costing around £1000+ per month. They are unlikely to be in a position to do so, especially if retired or not in secure/long term employment.</p> <p>Even if possible this would be a significantly inferior arrangement compared to their current situation and you should reassess.</p> <p>Option B</p> <p>This seems to offer a vastly inferior arrangement to what leaseholders currently have and the council are not currently offering adequate compensation for:</p> <p>i)The loss of the lease and replacement with an SO agreement which strips existing rights and exposes those residents to a potentially precarious situation e.g. possession due to as yet unknown breaches (judge has no discretion under some circumstances, resulting in immediate possession and loss of all equity)</p> <p>ii)The level of required equity (60%) is too high. For example, if a homeowner has £135k equity in their two-</p>

		<p>bed house (including homeloss), that's just 22% of the new flat value and not enough to qualify for option B or C. It's not unimaginable that they could get a mortgage for the £230k required to bring their share to the 60% level, but given tighter lending criteria and increasing employment uncertainty, it is unlikely that many residents would be able to manage this option.</p> <p>iii) It may be legally questionable whether zero rent can be offered. If the council have not sought independent legal advice as to whether this is even possible, please do.</p> <p>C</p> <p>I do not feel this is not an affordable option for leaseholders mainly due to the significant increase in cost of living - upwards of £1,000 extra costs per month for a 2 bed property.</p> <p>Alternatives - it is almost inconceivable that someone who has failed to meet requirements above would be able to afford market rent of £23k a year for a two-bed, £31k or £40k for a three bed or four bed family home, £18k for a one bed. To accommodate the homeless leaseholders on a rent basis you would need to significantly expand your number of council rent level homes. And as you must know, the government is not supportive of councils dispossessing homeowners and equally, depriving secure tenants of their right to buy. Regarding the tenant offer, it seems you have not yet decided a guarantee regarding succession rights. It is misleading of you to direct tenants to the current secure tenancy rights when these are the rights being lost.</p>
<p>Online comment</p>	<p>Cressingham Gardens</p>	<p>I am responding to the consultation on the Key Guarantees. I must say upfront that it is extremely disappointing to see the Key Guarantees changing, not necessarily to the benefit of the residents, within a short time frame after being approved. Consequently, my first feedback is that there should be no changes in any of the Key Guarantees that are not an improvement or beneficial to the residents. Any Key Guarantee change that is detrimental compared to previous Key Guarantees should not be allowed. There is zero trust in the council and these changes do not do anything to build trust again with the council.</p> <p>As a Cressingham Gardens Residents Association committee member, I am also very disappointed that you failed to also send me a copy of the tenants' Key Guarantees by post in order to comment. I understand that you have also failed to send any consultation documentation to the Cressingham Gardens Residents Association despite the Lambeth constitution required to be adopted by all TRAs clearly stating that the TRAs will be consulted with in connection with housing issues. Thus, you have failed here to appropriately consult.</p> <p>Key Guarantees - Homeowners</p> <p>KG 1</p> <ul style="list-style-type: none"> • It is insufficient to simply "explore alternatives" with homeowners for whom none of the opportunities to return to the estate are affordable. There must be an ironclad guarantee that no homeowner or their dependents are in a worse position that before either

		<p>financially or qualitatively. To take someone's home and make them essentially homeless, financially insecure and/or worse off (e.g. educationally, etc) is a breach of human rights.</p> <p>KG 1, Option A</p> <ul style="list-style-type: none"> • There should be no differential in market value of homes if there is no qualitative difference between old and new homes. Lambeth council should not be allowed to profit off the existing homeowners to their detriment. As with other council services, new homes should be offered at 'cost' to the new leaseholders not at some artificially inflated 'market value' that has no connection with the cost to construct. • There should not be a requirement to put the home loss payment into the new home. The regeneration consultation has had a very serious detrimental impact on people's lives, pushing a number of residents into debt. They should be allowed to use the home loss payment to repay debts incurred or to improve situations due to the regeneration. • Why do you require that the new mortgage is at a minimum the same size as the current remaining mortgage? If through the process a homeowner is in the fortunate position to be able to reduce their mortgage, then they should be allowed. Lambeth should not be concerning itself with how a homeowner finances any purchase unless invited by the homeowner. • A homeowner should not be any worse off than currently, thus any notifications or request for permissions of sale, sub-let etc should be no different to the current requirements. • There should be included commitments on timings, e.g: <ul style="list-style-type: none"> o By when the council will pay out o Responses to requests for documentation, etc <p>Lambeth should commit upfront that any delays on their part that causes financial or other issues for the homeowner will be compensated with no due delay</p> <ul style="list-style-type: none"> • Any adaptations required to the home must be paid by Lambeth council and not required to be paid by the homeowner • Any improvements to the home to bring it up to the same quality and standard as the existing home (e.g. custom built kitchen, underfloor heating, etc) must be paid by the council/SPV <p>KG 1, Option B</p> <ul style="list-style-type: none"> • Shared Ownership is a poor form of replacement for full ownership. For purposes of staircasing, the market value should be fixed at the date of purchase and not increased over time. With a mortgage, the homeowner has only to pay off a fixed principal amount. So consequently, under any shared ownership arrangement, to get back to 100% full ownership there should be a fixed capped amount, not one that can increase over time. • Homeowners should only pay for works (service charges, major works, internal works, etc) in proportion to their ownership . As the council/SPV will be part owner and benefit from any retaining/increase in the market value of property, then the council/SPV should
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		<p>also pay their respective share.</p> <ul style="list-style-type: none"> • Lambeth council/SPV should guarantee that a homeowner can get a new mortgage. The homeowner did not choose to be put in this situation and to trigger a mortgage without a guarantee replacement will put homeowners into a financially precariously position. Lambeth/SPV must agree to be the lender of last resort. • Residents should be allowed to move into a home with more bedrooms. There is more overcrowding amongst homeowners, as they are mostly marginal homeowners and unable to get larger mortgages to cover an extra bedroom, than amongst secure tenants. To require them to take the same number of bedrooms or less is putting the homeowners into a very poor situation as shared ownership is already a poorer form of home ownership with higher financial insecurity. Thus, it would appear that Lambeth council is, contrary to its goals, promoting overcrowding and the consequential health etc issues. • Inheritance should not be restricted in any manner that is different to homeowners' current situations. Thus, the council should not be limiting inheritance in any way. Furthermore, it is unfair to limit inheritance to a family member that has been living with the homeowner for more than a year. For example, if a child goes away temporarily to university this should not limit their inheritance, particularly if they were relying upon the home being available for when they return and start working. This is a new limitation inserted into the KGs that was not previously included. As it is to the detriment to residents, it should be removed and not included in the new KGs • Lambeth writes that they expect that the share of the property would probably be more than 60. Why the use of the word "probably"? Under what conditions would less than 60% be acceptable? How does the council ensure that they are not treating some residents more favourably than others? <p>KG 1, Option C</p> <ul style="list-style-type: none"> • At the most recent leasehold council meeting, Cllr Matthew Bennett and Julian Hart argued that the KGs now included a statement that Lambeth was stepping up as the lender of last resort. However, it appears that this statement has been extremely misleading and that what is being proposed is a replacement of a mortgage with rental payments. This puts the homeowner into a very financially insecure position. For example, if they fall behind in rental payments, then they could lose not just their home but all of their equity with no compensation. Whereas with a mortgage, if a homeowner goes into arrears on mortgage repayments, then they will lose their home but retain their equity after the bank has been repaid. This is a very different situation. What is being presented here is Lambeth council taking advantage of residents when they are extremely vulnerable, putting the council's reputation at risk of being characterised as being no better than loan sharks. • Same comments as for Option B regarding: <ul style="list-style-type: none"> o Increasing number of bedrooms o Staircasing and capping market value
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		<ul style="list-style-type: none"> o Notifications and requests for permissions o Inheritance <ul style="list-style-type: none"> • Homeowners should only pay for works (service charges, major works, internal works, etc) in proportion to their ownership %. As the council/SPV will be part owner and benefit from any retaining/increase in the market value of property, then the council/SPV should also pay their respective share. Furthermore, it is unfair and unreasonable to expect a homeowner to have to pay twice for such works - through the service charges and through the rents. • Lambeth council should be providing a mortgage directly to the homeowner, not charging a rent instead to cover Lambeth's mortgage. This is no different to a normal shared ownership structure. To pay rent for the rest of one's life, puts homeowners into a precarious financial position for their retirement, when normally the mortgage would be fully repaid (both interest and principal) • How would be the council determine whether a resident would be able to pay the rent? Will the council be means testing? How much financial disclosure will be required? How will such financial disclosure affect general negotiation with the council? • Under what circumstances will the rent payable change? On what market value will it be calculated? Will these change over time? How can the rent be changed? For example, will the SPV be able to adjust rents without any negotiation with the homeowner? If the SPV wants to increase rents, can it terminate the contract and kick out the homeowner if they can't afford the new rent levels? <p>Further Comments</p> <ul style="list-style-type: none"> • Lambeth has removed the KG that allows homeowners to swap homes to a retained home. This KG should be retained and also extended to allow homeowners to swap to a retained home on any estate within Lambeth. • In the current KGs there is an explicit KG that homeowners would not be required to pay back the RTB • If the mortgage cost of the new mortgage is higher, then Lambeth must commit to pay the differential for the entirety of the mortgage, not just 12 months. Homeowners are not supposed to be placed in a financially worse position. • Residents should be provided with an opportunity to buy the freehold if there is any change in the ownership structure of the estate • Resident should retain the Right to Manage in order to step in if there are concerns over repairs & maintenance and management of the estate
Online comment	Cressingham Gardens	<p>I am concerned that under the section on 'definition of resident', the wording states that 'You are understood by the council to be a resident if [...] you are living in your home on your estate as your primary place of residence at the time that the council either makes a compulsory purchase order for your estate or submits a planning application for a masterplan for your estate (whichever is earlier) and you remain living on the estate until you have to move home'. This is extremely</p>

		<p>vague, provides no indication as to when either of those things might happen, and appears to preclude the possibility of the council buying out properties at an earlier date (many residents would just like to move, as soon as possible). By having such a ‘cut and dry’ cut off, this also discriminates against homeowners who may need to move away from the estate on a temporary basis (e.g. to take up temporary work opportunities elsewhere in the country or abroad, or for caring responsibilities), but who are normally resident on the estate, and have been over the past 4 years while this mess has been dragging on.</p>
<p>Online comment</p>	<p>Westbury</p>	<p>CT: Council Tenants:</p> <ol style="list-style-type: none"> 1. Guaranteed right to return as secure council tenants with all existing (pre Housing Bill) tenancy rights. 2. No loss of secure tenant status during decanting process. 3. Properties to be of size appropriate for size of household (plus an extra room in certain specified circumstances). 4. Any new tenants to pay council social rents (not affordable rents). 5. No curtailment on the right of succession for all residents irrespective of status. <p>H: Homeowners</p> <ol style="list-style-type: none"> 1. 100% like for like swaps. <p>OR</p> <ol style="list-style-type: none"> 2. Clarity on Shared equity. And the clear basis for the EU law that forbids this option. <p>And if:</p> <p>In any shared equity arrangement (in relation to a property of comparable size), the equity gap should be capped at 10% which should be permanently fixed. If the homeowner later sells, there should be no re-calculation based on current market property value. Homeowners should be able to buy the remaining 10% in increments of 1.5%, at their leisure during the term of the lease. No rent payable to Lambeth for 10% not owned by homeowner.</p> <ol style="list-style-type: none"> 3. Property valuations (current properties and estimated values of new builds) Process to be uniform, transparent and fair to all residents and reflect the real value of their homes. <ol style="list-style-type: none"> I. Use of only RICS regulated surveyors. II. The home loss payment to be completely separate from any valuations. And paid separate and apart from the value of the home. III. No conflict of interests by any demolition officers in the process. Complete transparency in terms of the general process. 4. Homeowner service charges should be proportionate to their equity share. 5. Rights of succession should be the same as any normal freehold or leasehold arrangement, ie no curtailment. 6. Displacement payments not to be handed over or calculated as part of any buy-back arrangement (this should be compensation for the nightmare of losing your home in the first place). 7. Any homeowner who is unable to transfer their

		<p>existing mortgage for any reason should be fully compensated as per statutory levels plus an additional 10% AND be offered a suitable rented home on the estate at council rent levels, or the same level as their current mortgage payments (whichever is lowest) guaranteed for 5 years. As a guarantee not an ‘opportunity’</p> <p>8. No homeowner will be financially worse off, taking into account mortgage payments vs rental payments over projected 5 (10 20, 30?) year period.</p> <p>9. The ‘early buyback’ discriminatory and unlawful practice of paying some residents more than others to be completely abandoned.</p> <p>10. No Means testing of any existing residents in relation to the new properties.</p> <p>Management</p> <p>1. If the Landlord and/or management company is not to be Lambeth Council itself, such change to be balloted & agreed by residents. Any future change of Landlord and/or Management Company also to be agreed with residents.</p> <p>2. If any resident is required to move multiple times as a result of the regeneration process they should receive the statutory a disturbance payment for each move. Human rights(inalienable inherent by virtue of being human NOT given or taken by any individual or public authority) In this case Lambeth or any relevant regeneration/demolition officers.</p> <p>I. As stated in the Secretary of state’s letter(re Aylesbury decision), ‘the values offered by the Council would not enable the leaseholders to purchase a property on the open market in the locality.’</p> <p>II. This must be corrected that the values must allow the residents to buy similar proportionate property in the locality.</p> <p>III. Verifiable guarantees of the components of the right to community</p> <p>IV. Ensure and demonstrate proof of satisfaction of a ‘Public sector duty where individuals are affected by a CPO (the article 8 right to a home specifically) and</p> <p>V. Demonstrate and provide proof that the Public Sector Equality Duty has been verifiably protected.</p> <p>VI. Given that the decision found that f children, the elderly and black and ethnic minority residents would find their cultural life “likely to be disproportionately affected” by the CPO/demolition, which would have a negative impact on their ability to retain their cultural ties.</p> <p>VII. Issues such as the “dislocation from family life”</p> <p>VIII. And the potential to harm the education of affected children</p> <p>IX. Demonstrable proof of avoidance of: DISBENEFITS FOR RESIDENTS IN RELATION TO ECONOMIC, SOCIAL AND ETHNIC IMPACT DISPROPORTIONATLEY OR OTHERWISE</p> <p>X. Provide specific alleviation of ‘considerable economic, social and environmental disbenefits for the leaseholders who would remain on the land;</p> <p>XI. ‘ No interference with the human rights of those with an interest in the relevant land’</p>
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Online comment	Westbury	<p>There is evidence that other local authorities offer more than 10% of the value of the property in question as a home loss payment. The highest percentage payment appears to be 15%. Bearing this in mind, I consider that Lambeth should offer a home loss payment of at least 12.5%. Such a payment would be much more attractive to homeowners and hence is likely to avoid much of the resistance to Lambeth's proposals which is currently occurring. The savings in time delays, professional time spent in dealing with objections and the like, and the increased goodwill generated, would justify this higher spending commitment.</p> <p>It is essential that no secure tenant is placed in a position where they cannot afford the new rent and higher council tax. If a tenant is genuinely in a position where they cannot afford that, then Lambeth Council must subsidise the tenant or reach some other arrangement which will allow that tenant to remain living on the Westbury estate (if that is what they desire).</p>
Online comment	Fenwick	<p>Non Resident Leaseholders- I am distressed that I will be forced to sell my property without being offered to rebuy within the complex at an affordable rate. Is there any option for non resident leasholders? This is my primary and only property in the UK and I am currently working abroad.</p>
Email	-	<p>Would you mind clarifying a request about the Non - Resident Leaseholder Guarantee,.</p> <ul style="list-style-type: none"> • Confirm that a non resident leaseholder can buy a future new home on the estate at the full price even if they have not lived on the estate for more than a year and the home is not their only residence. • Clarify the wording of page 15 of the improved key guarantees, why compensation upto £75,000 and the text in bold seems to indicate that the non resident could have a 'shared' option?

Extended individual submissions

Fenwick

Please see below a list of comments on the improved key guarantees.

Pretty much all of my comments relate to the implementation of the guarantees as discussed in the FAQs, hence the last minute response.

1) In relation to your response to the question: "Can the council provide disturbance payments as lump sums instead of residents having to pay receipts"

As mentioned, the council has a responsibility to make sure that all payments made are justified and supported by documentation. However, I would strongly encourage the council to make partial lump sum advance payments in cases where it is known that disturbance payments will be significantly above a particular figure (for example a homeowner leaving an estate, who will need to pay conveyancing, valuation fees, moving costs etc.) The resident should still have to provide evidence for all costs, even when already included in the advance payment.

2) In relation to your "A: Utility bills and service charges" response to the question "What will my future living costs be in a Homes for Lambeth home?"

Please be very careful to make sure that any information you provide like this is marked clearly as not applying to leaseholders. My assessed household charge as a single occupier in a non-meterable property is £12.70 a month, and this will be higher in the new property. My gas and electricity bills average out to £48 a month all year round as extra insulation work has been carried out to the inside of my flat, and as I have an extremely efficient condensing boiler, and these will be no lower (and possibly higher) in a new property. Finally, as you note, council tax bills will go up, and service charges may go up significantly to reflect that the new properties will have much higher values. Overall, my future living costs would be much higher in a Homes for Lambeth home, contrary to the concluding comment that "overall residents will see very little change in their living costs"

3) In relation to your response to the question "Please explain what mortgage/financial products the council will offer when it steps in to pay off my mortgage"

Based on your response and other conversations, I believe that Lambeth Council is under the very incorrect assumption that neither it nor Homes for Lambeth have any need to offer any financial products, specifically mortgages. This is incorrect, as Lambeth Council can be forced to act as a mortgage lender of last resort, whether it wants to be or not, when circumstances allow, such as in the following example (using my own situation).

- For the purposes of round numbers, let's say that Lambeth makes me an offer under which the valuation plus home loss payment equals exactly £500,000 (this puts the market value of my flat at a hypothetical £454,000, which is higher than the offer I will accept from the council, although not significantly so)
- I pay back my outstanding mortgage (which I'm going to round down to £200,000) and am left with £300,000.
- I then find an equivalent property that I wish to buy for £454,000, as per the value of my property.
- While most of the costs will get covered under disturbance, let's say that £15,000 is needed to bring the property up to the same standard of decoration etc. that my current property is in. Because of this, my deposit is reduced to £285,000
- Given a £285,000 deposit, I would then need a mortgage of £169,000.

However, when I got my mortgage for £210,000 I was earning my full salary. Let's say that hypothetically I can now only get a mortgage for 75% of the previous amount, and the maximum mortgage I can get is £157,500 (75% of £210,000)

- I am left with a shortfall of £12,500 (remember, these figures are all hypothetical and this

could be as low as a few thousand, or even nil, but could be as high as £50,000 for someone who is retired and can't replace their mortgage at all) and the council (not Homes for Lambeth) is liable for this amount

- As a result, Lambeth Council can be forced to act as the mortgage lender of last resort, lending me a mortgage of £12,500. Remember though that you could end up with ten people in this situation needing an average of £30,000; Lambeth then ends up lending £300,000

- Lambeth Council, therefore, does need to be able to offer financial products, and has a legal responsibility to do so in this very specific circumstance, one of only a very small number of cases, I imagine, in which the council is even allowed to do so.

Note that the total lent amount over ten properties (per estate) is only £300,000, and across all the estates undergoing regeneration this might only add up to between one and two million, so this isn't a large amount of money given the amount of work it creates for the council.

Fortunately, however, Lambeth Council can avoid having to act as a mortgage lender of last resort by paying the lent amount as a lump sum under the heading of disturbance payments. This means the council forfeits its right to get paid back that one to two million, but given the timescales involved (potentially 20-30 year terms), the number of people involved (I said ten people per estate, so let's say it is about fifty leaseholders) and the amount of work that this creates for the council (both in registering to provide financial products and in then managing them), it will probably cost the council less just to give the money away as an additional disturbance payment than it will to actually be a lender of last resort.

All the above is a very strong argument for why the council must not penny pinch - if someone's property is valued at £454,000, giving them a home loss payment of £45,400, and you have budgeted for them to receive another £20,600 in disturbance costs (running total: £520,000), you are far better off paying £30,000 as an additional lump sum in this sort of situation (running total: £550,000) than you are in paying a member of staff to spend 5% of their time managing that £30,000 as part of a portfolio of lending, because after a few years the staff will have cost the council more than the lump sums did!

Please note that this can also act as my comments in relation to your response to the question "Why will excess mortgage costs only be covered for the first 12 months?"

4) In relation to your response to the question "When is the earliest that I can sell my property to the council"

The answer to this question is valid, but I wanted to comment to make sure the council is aware that it can be forced to buy properties from resident leaseholders due to blight. Often this would not be possible until the construction process has begun (including demolition) but some leaseholders in the south-western part of the estate (22-44 Cottage Grove, plus any properties like mine whose balcony faces in that direction) will be able to force buy-back due to blight as soon as work starts on Fenwick South. The council will have no choice but to go through with the buy-back process in these cases whether it can afford to or not, and if the council starts to prioritise those leaseholders over others, such as the vulnerable, who have a stronger case for early buy-back, it will then be discriminating.

As with my comments under point 10, this is a case where the council must avoid penny-pinching now, however much this impacts the council's financial position, to keep leaseholders on-side. If the council starts trying to "pull a fast one", which is the impression many of us are having based on the high levels of misinformation being provided by the council (hence why this response is so long) it could find itself being hit with a large number of concurrent claims that force buy-back due to blight, and this would be much, much more expensive for the council in the short, medium and even long-term.

5) In relation to your response to the question "When should I get my home valued so I don't lose out financially?"

As you have quite rightly stated, a valuation agreed by an independent RICS registered valuer is valid for 6 months. As a leaseholder representative on the Fenwick Estate REP, and as I'm

disabled and off work until some time in 2017-18, I am often the first point of call for other disabled and vulnerable leaseholders (and often the second point of call for the rest of the leaseholders too!). Some email communications I have seen (and some letters) from the council say that offers already made are only valid for 3 months and that the council will have to get a new valuation done after 3 months if the offer isn't accepted by then, as well as saying that the leaseholder would have to get a second valuation done after 3 months too, which the council would not pay for.

Those communications are, quite frankly, inaccurate and borderline, knowing the background situations, on discrimination, wilful dishonesty, gross misconduct (from the person or people writing these emails and letters) and fraud (by the council). I've said/will say elsewhere in this response that the council is going to find itself sued imminently for one reason or another, and this is the area in which things will blow up the quickest. You have already messed up seriously, so please fix the problems, immediately. I believe that if you do, you will manage to avoid digging a hole and falling straight into it this early in the programme, and it will help rebuild some goodwill with the leaseholder community on Fenwick Estate.

The draft consultation note (attached and also linked to below) on early-buy back also has a major (and again, illegal) error in it. Point 16 says that an offer is made, and point 17 says that if the offer is not considered acceptable, they can then appoint a surveyor. However, until the homeowner's surveyor is appointed and has carried out their own survey, the homeowner does not know if the offer provided by the council is fair or not. This is therefore a de facto situation in which the council is saying that the homeowner is only allowed to get the information saying whether the offer is fair if they refuse the offer, but every communication I've seen shows that the council puts a lot of pressure on homeowners when communicating offers. I have, unfortunately, also seen an email from an employee of the council that says the council will only pay for the homeowner's surveyor if they accept the offer, but this would mean the homeowner has forfeited their right to negotiate. The solution is simple and, legally, legislation makes it clear that there is only one correct process. Simultaneous to point 15, the homeowner must, in all situations, have their own valuation done and the council must pay for this (ideally by being invoiced directly by the surveyor, see point 7 below). Unless this is done, the seller will be able to take legal action against the council, even after completion, based on the process not being compliant with the law in giving the homeowner all the information they needed to make the decision. I believe this is one of the areas Southwark has been in trouble for before, and I am astonished that Lambeth is making such a basic mistake. It appears to all the leaseholders that have spoken to me about this that Lambeth is risking hundreds of thousands of pounds in fines, legal fees and costs (not to mention damaged) just to save a few thousand pounds in avoiding all homeowners needing to have their properties valued!

Link to document:

https://d3n8a8pro7vhm.cloudfront.net/lambethhousingregen/pages/1305/attachments/original/1479225929/Early_Buy_Back_-_November_2016.pdf?1479225929

6) In relation to your response to the question "Why will the cost of these be taken off the home loss payment?"

The council should not be "considering" amending this detail, but should just be doing so. The legislation is very clear that no deductions can be made from the 10% home loss payment and costs like these MUST be paid as disturbance payments. It is because of responses like this that the council would find themselves losing any legal battle with the leaseholders (on Fenwick Estate this may happen imminently) very quickly, as it is one of many examples of communication both in this document and in other cases (see point 11) to residents that show the council's apparent willingness [whether deliberate or accidental] to give incorrect information that will cause a financial loss to leaseholders.

7) In relation to your response to the question "Who will carry out valuations of new properties?"

Your response concludes with the words ???where the council will pay for these costs when the property sale goes complete???. While this is not strictly disallowed under the regulations, it would not be considered ???fair??? were the council to end up in court. No surveyor is going to

work for free and be willing to wait for completion before getting paid, and as such you create three options

a) The resident pays the surveyor to carry out work, and then may have to wait 3-6 months before being paid back, especially if negotiations on price go on a while. This option would be considered unfair as it disadvantages people based on their current financial situation, i.e. individuals who can't afford to be without this money for that length of time will be unable to afford to have their own valuation done. If that happens, the council has broken the law.

b) As per point 1, but the council pays back the resident within 30 days of receiving a copy of the receipt (or invoice). This is the bare minimum that a court of law would expect the council to do for any disturbance payment, and as I have highlighted in point 6, valuation costs are classed as disturbance payments.

c) The surveyor bills the council directly having provided evidence that the resident has appointed them. This is the best option for the residents and completely eliminates any risk of perceived (or even actual) discrimination from the council. [An extra comment on this: as far as I'm aware, 15-17 leaseholders have now appointed Dan Knowles MRICS from Sawyer Fielding to carry out valuations, and a number of us (including me) who intend to seek early buy-back have already had valuations carried out, but the council is refusing to pay Dan and thus we leaseholders cannot be provided our valuation documentation. The council is treading on very thin ice in this area and should stop dissembling and just pay his bill, especially given some of what I mention under point 11. I would note that if the council was actually willing to negotiate with him, it would stop destroying what little goodwill there is between it and the Fenwick Estate leaseholders, and that Dan would also be able to advise when the council is making a bad decision; for example, Dan would have already told you all about how sales can be forced due to blight]

Please note that the rest of my comments in relation to valuations appear above, under points 5 and 6.

8) In relation to your response to the question "will stamp duty be paid in full?"

The first word here should be no, not yes, given that the payment is capped at the stamp duty payable on a hypothetical property valued at the same price as the property being lost (i.e. the "100%" that the home loss payment is calculated on). The rest of the response is absolutely correct, but contradicts the word "Yes"!

9) In relation to your response to the question "if I sell my property to the council and wish to buy a new property elsewhere, when does the clock start ticking in terms of being able to claim back costs of acquiring the new home at that other location?"

Please can you go into some more detail on this. Some vulnerable individuals may take longer than a year to find their new home (especially if they're a wheelchair user, as just one example) and many costs of finding a new property do not change with time (the maximum stamp duty you will pay, conveyancing fees, etc.) I'm not clear on this area, but I think the legislation provides some caveats to the 12 month time-frame in specific situations (which, no doubt, include situations in which the former homeowner concerned is classed as vulnerable) and it would be dishonest of the council not to actively make current freeholders and leaseholders aware of these. It is not the current homeowners responsibility to find out their rights, it is your responsibility to be absolutely certain that the current homeowner knows them, and to tell them (and check they understand, providing advocacy in cases where they are unable due to disability or ill health) if they don't.

I also suggest you consider rolling completion dates, in which the value of the property is agreed and then pegged at that figure, going up and down in line with the land registry figures on monthly value changes in each local area. This gives the homeowner the chance to find their new property knowing that they don't have to go through the whole process with you again, as well as meaning the 12 months only start once the completion date finally occurs, and it benefits Lambeth Council by giving you the guarantee that you've agreed the buy-back as well as

postponing, to some degree, the date at which you have to pay out. It also may reduce the disturbance costs you have to pay, and means you can agree now to buy-back a number of properties on the condition that you will only pay out after X date, meaning you can budget very effectively in advance.

10) In relation to your response to the question "Do I have to be living continuously in my home for a year to be eligible for home loss payment"

"Yes" is not the correct answer. A leaseholder is legally resident as long as the property is their sole or main (if they have more than one) residence. If a leaseholder has to go abroad for six months for work, they would not be living in their home but would remain eligible for the home loss payment. Similarly, if a leaseholder felt that due to the noise of construction they had to rent a property elsewhere and therefore they let their property out while doing so, they would still be eligible for the home loss payment.

I would strongly advise the council to make sure it understands this fully as this is a dangerously inaccurate answer; the definitions of whether a homeowner is resident or not are very clear and the legislation around CPOs covers this in detail - it is concerning that the FAQs once again give the impression here of having not read the legislation that you have to follow, and even more concerning that Lambeth appears to not be learning lessons from the decisions made on Aylesbury Estate in Southwark which have set a precedent: if Lambeth Council does not show understanding of that precedent it wouldn't stand a chance of having a CPO approved and leaseholders could force very long (multi-year) delays if the council started penny-pincher on buy-backs.

If the council is unclear on whether someone is classed as resident, it can refer to how "savings and property" values are calculated by DWP when calculating benefits, or even [in most cases] just by looking at how council tax is paid. If council tax is paid by the homeowner as their sole residence - even if they're not actually physically living in the home - then they are probably eligible for the full home loss payment and disturbance payments, although there are probably some, but very few, exceptions.

11) Some final comments relating to early buy-backs

- Some people (including me) have not yet returned their Eols relating to early buy-back. The document mentioned in point 5 notes that expressions of interest are also accepted when provided directly to the council. I will send my form as soon as possible (the delay is due to wanting to add a lengthy covering letter) but please take this paragraph as confirmation of my intent to seek early buy-back due to being a vulnerable resident with multiple disabilities, one of which is likely to get worse and thus my split level flat on the second floor of the block is going to get harder and harder to get in and out of if I am forced to stay to the end of the process

- Some early buy-back offers (the double early is not an error) have already been made due to exceptional circumstances. I believe my vulnerability, combined with the progressive nature of my most serious condition, warrants an offer being made to me sooner rather than later

- The letter containing the Eol, sent a few months ago, plus the document mentioned in point 5, both are clear that nobody will get an early buy-back offer until 3-6 months have passed, giving everyone a chance to return their Eol. The existence of the exceptional cases, therefore, have angered a lot of leaseholders who (due to confidentiality) cannot be told why these individuals have been given special treatment. The council urgently needs to explain to leaseholders on Fenwick Estate (if not all of them) that there may be exceptional cases and that if they want to be considered even earlier, and believe they have a valid reason, they should get in touch. I personally was furious when I found out how many offers have already been made, until I found out the background behind each one, and I'm the most pro-regeneration leaseholder you've got

- In relation to that final comment (I'm the most pro-regeneration leaseholder you've got) there is little doubt that I can be one of the most difficult leaseholders on the estate, especially in REP meetings, but I've also been championing regeneration to my fellow leaseholders for the whole year. My being "difficult" relates partly to my mental health conditions, but also because I don't want the council to do anything stupid that puts regeneration at risk. However, as should be clear from the sheer length of this response, the

council is close to losing the last shreds of faith I have in the regeneration programme, and if this happens I will stop telling the other leaseholders to calm down every time they get angry. I do not believe you realise that I am a large part of the reason why you've had an easy time with it on Fenwick Estate; if I start fighting, at least 25 other leaseholders (who I have calmed down again and again both via email and face to face) are going to start getting very upset with you too. Please, please don't sacrifice the easy time you've had of it, and your long term savings and increase in housing stock, by appearing dishonest and miserly.

- Finally, I believe I've seen every offer made thus far in at least two estates, and very few of them have been fair. Given that you identify the average value of a four person, two bedroom flat in Fenwick Estate having been £350,000 in July 2014, the increase in market value should mean that two bedroom flats are worth anywhere between £475,000 (perfect condition, garden) and £300,000 (terrible condition, no garden, no balcony). Don't try and low-ball offers just because "that's how a negotiation starts". If you provide a fair offer straight away (fair being defined by whether the homeowner's surveyor believes it is fair!) you will save money by avoiding a negotiation, by avoiding irritating the homeowner concerned and everyone else who will hear about it and go into future negotiations already not trusting you, and by avoiding all the long term costs I have mentioned again and again throughout this response.

Fenwick

Page 5 - Guarantee 1 "If you, as a resident homeowner, wish to continue to live on your new estate, you will be given the opportunity to do so."

Ideally I wish to continue to live on the estate after regeneration however without more information on timelines and processes I am unable to make an "informed decision" about what "option" is realistic and economically viable for my situation. My priority is to remain in London so I can remain geographically close to my family, support network and employment opportunities. With the housing market moving so fast timelines are important for me to decide between the four options and requesting an early buy-back. I feel, considering the housing market, if the specifics are not made clear soon I will be losing the opportunity to remain in London if I later discover I cannot afford to return to the estate. For example my current ranking of the options are:

First Choice - B Zero Rent Shared Ownership for same size property.

This option is dependent on whether a mortgage lender would lend on the new property with a Zero Rent Shared Ownership status. I have contacted my current mortgage provider and they were concerned about the wording of this option and said it sounded as if it was a Shared Equity situation in everything but name. They do not have Shared Equity mortgages. They do have Shared Ownership mortgages but due to the zero rent they sounded sceptical and requested a lot more written information before they could let me know whether or not they would be able to offer me a mortgage product. The mortgage company confirmed that due to the change from 100% Leaseholder status to Shared Ownership they could not "port" my current mortgage but would instead need to reassess my financial situation. Without knowing the timelines in a more specific way I cannot judge whether or not B is an actual option for me due to the following factors:

- I also need to seek permanent employment as I am currently working on fixed term contracts
- I do not now have a partner so I would not necessarily be able to get an appropriate mortgage offer as I would be assessed alone as opposed to as part of a couple as I was originally

When will the offer of this option be put in to detail and writing so that I can get a formal response from my mortgage provider?

Second Choice - A Leasehold - for a smaller property

If I was clearer about the financial information, timelines, processes and dates of key decisions I would be able to assess whether downsizing is a viable option. Without the financial information I could commit to this option which could then end up being unaffordable. If the Service Charges, Council Tax and bills and mortgage payment end up being too much this may not be an actual real option for my circumstances.

Third Choice - D Renting

I would not consider option C as does not seem to be affordable. Will D be an option if I opt out of C? Can I opt out of C?

Page 6 - 5th bullet point & Page 7 - 8th bullet point - clarification of terms

Please clarify what the terms below mean in these guarantees in order for people to make informed decisions about which options are possible and the most economically viable:
“assignment” “sublet” “underlet”

Page 7 - 9th bullet point - request for change in wording

“You would be permitted to transfer your leasehold interest to a spouse, civil partner or family member nominated by you and who has been living with you for more than a year”

I feel this wording penalises people who have chosen not to marry, reproduce, live with a person or do not have family members. I currently have a leasehold property that I wish to pass on to a friend if I die. Without a change in this wording I would lose this right due to the fact they are not “family” and they would not be living with me. Please consider replacing “family member” with “person” and omit “and who has been living with you for more than a year”. This is an example of my rights being disadvantageous post regeneration compared to the current situation.

Page 7 - 4th bullet point - clarification request

Service Charges - Could a cap be considered for Service Charges for a period of time longer than a year? I have evidence of some housing associations increasing Service Charges dramatically in a very short space of time which could make options B & C unaffordable.

Could it be specified whether Service Charges are equally distributed across all types of residents, block by block or property by property? If not now at what point would we be made aware of how this is calculated?

At what point of the regeneration process will the following be confirmed as all affect which options are affordable:

- Council Tax bands
- Heating and Hot water systems and charges
- Water meters

Page 9 - 1st bullet point & P10 - 1st bullet point - clarification request

This is another example that timelines and process need to be clarified. For example if a leaseholder explores an option out of ABCD and then finds that it is not economically viable is there a process that needs to be followed to ensure they are not penalised and are still eligible for early buy back.

Page 9 - 3rd bullet point - clarification request

“If no mortgages are available, then the Council could step in and pay off your existing mortgage.”

This paragraph needs to be explained and made more explicit in order to be understood e.g.:

- Is this an option for just option C or others?
- If it is for people who fall in to the D category how is it really an option as it is highly unlikely that a person who cannot get a mortgage, could afford to rent on the estate in addition to pay the Council charges on the mortgage the Council have paid off on behalf of the resident
- Clarify process and circumstances the council would pay off your mortgage This could penalises the poorer residents and residents with a bad credit rating which could exacerbate this group’s level of vulnerability and disadvantage.

Page 10

Please specify how “affordable rent” is calculated and whether or not there is a cap on rent levels for existing residents.

Page 12 - Guarantee 4 - bullet point 4

Please specify what is “vulnerable” Are Key Workers given any preferential treatment to remain on the estate and if so what is clarified as a Key Worker?

Page 12 Guarantee 5 - informed decision

Please see above that without more information we are unable to make “informed decisions” in time to be able to remain in London.

P13 - Guarantee 6 - request to change wording

If you choose (insert and are able) to stay on your current estate

P16 - 10th Bullet point - Request for clarity

This paragraph is unclear and needs to be made more explicit for example:

- What is the eligibility criteria for this?
- What conditions need to be met?
- What is the process of payment to ensure it does not affect our reputation with the mortgage lenders
- Is there a budget allocation for this?
- What financial years are there a budget allocation for this? • Is there a limit for these payments in terms of amount of people who can claim and the amount they can claim each month?

P16 - final paragraph

Is this wording deliberately vague? - If not this paragraph needs to be omitted or clarified. Previous communication from the Council have been that non-resident owners will not benefit from regeneration - what is the reason for compensating investment owners with public money - when public money is rationed?

General queries about regeneration and the process on “consulting” residents:

1 Are these “Homeowner: Key Guarantees” applicable to all estates affected by regeneration in Lambeth or is the booklet estate specific?

2 If there is a specific target of new homes which need to be built in Lambeth is there a commitment to ensure the amount of new homes are equally distributed across the affected estates as opposed to some estates being affected by increased density more than others? If so where is this documented?

3 Could documents be given issue dates to make the consultation process more accessible and ensure we are referring to the same documents during consultation processes (including online versions)?

4 Informed decision making for us as residents is dependent on clear timelines, financial information and specified processes. Without this information it is almost impossible to make “informed decisions” mentioned in Guarantee 5 (p12). When will timelines be available which specify dates [even if approximate] that leaseholders would need to take key decisions. When will the processes of the individual options be specified? Each option has dependencies and processes. Financial information and timelines need to be specified so a leaseholder can assess realistically which options are economically viable and sustainable and are appropriate to the individual household’s circumstances.

Early Buy Back - Expression of interest

I received a letter asking me to complete and submit a form if I wanted to be considered for Early Buy Back. This form did not state a deadline date for the expression of interest. If, with further information, the four options are not economically viable for my personal situation I would be interested in leaving the estate sooner rather than later to increase my chances of

being able to remain in London. However without more information about the timelines, decision making deadlines and transparency of the process of Early Buy back I am not clear what decision I need to take by what date. For example it raises the following questions: 1. Is the offer for the council to buy back my property a one-off offer for this financial year or is there a money for this in future financial year's budgets and if so for how many years after 2016/2017? 2. What is the annual budget? 3. How many properties approximately can be bought per financial year? 4. If more leaseholders want to sell to the council than the council have the budget for that financial year what process and criteria will be followed to select whose property will be purchased and who will have to wait? 5. What is the plan to resource the process of early buy-back and rehousing people on to the new estate? Will there be a dedicated team? If there will be a resource when will they be put in place?

Cressingham Gardens

The following response is based on information provided on Lambeths estate regeneration website. Lambeth Council (LC) have devised a set of "Key Guarantees" which are offered to residents who face the prospect of their homes being demolished. LC offer these Guarantees to secure tenants and homeowners who currently live on the estate, though if you are a temporary council tenant or private tenant there is no guarantee, apart from the assurance that your home will be demolished and you will have to find a new place to live.

1. Overview of homeowner options

LC present a variety of options (A to D) and associated Guarantees for homeowners to move into a newly built home on the site of their demolished estate:

- A: Leasehold - buying a new home outright

A new home with the shortfall between the value of your current home and the new home funded by savings or mortgage.

- B: Zero Rent Shared Ownership

Partial ownership of a new home with no charges associated with the proportion that is owned by Lambeth.

- C: With Rent Shared Ownership

Partial ownership of a new home, with a rental payment associated with the proportion owned by Lambeth.

- D: Alternatives

Rental of a property on the newly built estate is the only option specified.

While at first glance the offer of zero rent shared ownership (option B) appears to be an attractive and fair offer, where a resident would get to live in a new home of higher value with potentially more space for no additional outlay. The reality is that hard financial circumstance will primarily determine where residents will live in the future, rather than any choice made via free will as the term 'Option' implies.

In addition, both shared ownership offers change the status of the homeowner to that of a tenant, yet without an example lease, this consultation is based on missing information that is required in order to make an informed comment.

Question: Why, when the department for Communities and Local Government propose the principle of equivalence following compulsory acquisition of land which "means that you should be no worse off in financial terms after the acquisition than you were before" does Lambeth not simply state that monthly outgoings would be no more than before acquisition, than they were afterwards?

Without this reassurance all Lambeth's 'Options' appear to make residents financially worse off unless they move from the area, thus denying them of the choice to live in the same area and same size of property they currently live in.

1.2 Homeowner Response: Evil calculations:

1) Under shared ownership you become a tenant

In comparison to the original offer of shared equity [3], shared ownership is tantamount to a

tenancy & leaves you vulnerable to losing your entire home if you happen to fall behind with the rent payments.

Question: Lambeth have failed to communicate the legal ramifications of shared ownership, can these be fully outlined using independent legally qualified experts in this field?

2) Shared ownership lease not approved by Homes and Communities Agency

As Lambeth have not provided an example lease then it is impossible to understand what the exact offer is. However, based on the limited information currently provided, the shared ownership offer would not be approved by the Homes and Communities Agency (HCA) as the ability to sublet is not permitted “HCA approved shared ownership leases do not allow subletting in any circumstances”. HCA approved shared ownership leases have the following conditions, yet it is not clear if these conditions will be carried over to the leases offered by Lambeth:

a. Have to sell to Lambeth

HCA state that “If the leaseholder wishes to sell, and they have not purchased their outstanding share, they have to offer the property to the landlord first, or to a purchaser nominated by the landlord. The purchase price is determined by an independent surveyor appointed by the landlord”.

Question: Will this term be used by Lambeth?

b. Annual rent increases

HCA state that “The rent increases annually in line with increases to the Retail Price Index (RPI), plus an amount, typically ranging between 0.5% and 2%” this appears to contradict Lambeth’s statement “the council is able to charge a rent of between 0% and 2.75% per annum” which communicates a 2.75% cap in perpetuity.

Question: Lambeth’s statement is misleading. Can it be confirmed that this is the exact term be used by Lambeth?

c. Staircasing is not what you think

If I understand the concept of staircasing correctly, each time the homeowner wants to acquire another chunk of the equity, there’s a new valuation (with costs involved) and the whole thing is re-calculated eg, if you started out with 50% of a property worth £100k & want to buy an extra 10%, if the property’s now worth £150k you would pay for 10% of £150k. Getting to 100% in this sort of market might prove to be very difficult.

Question: Are these the conditions that will be used by Lambeth? If so, the currently detail provided by Lambeth is highly misleading.

3) Dependent on an ability to port/obtain a new mortgage

a) If a homeowner has a low/precarious income, or any reason which means they are unable to port or obtain a new mortgage then options A and B are no longer available to them. This initially leaves option C (shared ownership with rent), though “The Council would need to be confident that you would be able to pay this rent” which if a mortgage has already been refused then it doesn’t seem very likely that Lambeth would step in. What will Lambeth do to mitigate these risks?

Question: Some lenders, apparently, don’t even offer shared equity/ownership mortgages which severely restricts lending potential. What will Lambeth do to mitigate these risks?

Question: If a resident is unable to port or obtain a new mortgage then they could be substantially worse off. For example for a person living on Cressingham Gardens Estate in a two bedroom four person property Lambeth:

Assumptions

Current mortgage £100,00 (Indicative figure)

Lambeth Value your home at: £325,00 (Lambeth’s published estimate)

A New Build home: £610,000 (From Lambeth’s viability assessment)

+ 10% Homeloss payment: £32,500

VALUE GAP (New Build-(Sale+HomeLoss)): £252,500

Option A: Buy home outright

This would require you to find additional funds of £252,500 which would either increase your current mortgage to £352,500 which is a substantial increase to your monthly payments. Otherwise you would need to draw from your life's savings which, particularly at a later stage in life, is a cruel circumstance to find oneself in.

Question: Does Lambeth recognise that this option would leave a residents financially worse off unless they sold the new build property and downsized or moved from the area, thus depriving the resident of the community they currently live in?

Option B: Shared Ownership - Zero Rent

This option is entirely dependent on your ability to port a mortgage which if you are unable to do so, then you would need to move to option C.

Question: What are the exact legal ramifications of this lease/tenancy combination? Under what circumstance would

Option C: Shared Ownership - with Rent

This option is entirely dependent Lambeth agreeing to pay off your mortgage, then for you to pay rental on on the % of the property that you don't own. It is very likely that this % will be higher than your current mortgage payments as it would include £252,500 + your current mortgage. A fair offer would be if Lambeth said that the rental charge you pay would be no higher than your current mortgage payments, yet this is not what is being offered.

Question: Will Lambeth amend this option to ensure residents pay no more than their current monthly outgoings?

Question: Does Lambeth recognise that this option leaves homeowners substantially worse off?

Option D: Alternatives

If no other options are affordable then the only alternative suggested is rental which if a homeowner is not eligible for the previous options, then it doesn't seem likely they will be able to afford rental, particularly as Lambeth (in the viability assessment) estimates New Build private rent to be to be £1,967 per month or £23,604 per year. A fair offer would be if Lambeth said that your rental costs would be no higher than your currently monthly mortgage payments.

Question: Does Lambeth recognise that a comparison with local rental rates for comparable properties is not a reasonable comparison as the comparison should be with what the homeowners current outgoings are against the offer made by Lambeth?

4) Living costs increase

An increase in council tax, the possibility of Rental payments and/or an increase to one's Mortgage clearly would not be offset by lower energy bills.

Question: If living costs increase as a result of residents purchasing a new home, does Lambeth recognise that residents will clearly be financially worse off unless they move from the are? Could Lambeth please explain their thinking around this issue?

5) Displacement once removed

Lambeth state "You would be permitted to transfer your leasehold interest to a spouse, civil partner or family member nominated by you and who has been living with you for more than a year". This is a nasty condition as it ensures, particularly if one is older, that family or close partnerships would be displaced from the area if the original owner were unable to afford the full cost of a new build home and their children or partner were not living at home for the full year

Question: Can lambeth please explain how this clause can be understood in terms of 'equivalence' to a residents current situation?

6) No benefit from home loss compensation

It is punitive for residents to be denied access to compensation payments. I believe that Aylesbury estate residents were able to keep £16k of their compensation which seems a much

fairer offer than that currently being made by Lambeth.

Question: Will Lambeth reformulate their offer in light of the fact that this condition makes it more likely for Lambeth to be overturned by the secretary of state for housing as per the recent Aylesbury decision?

Cressingham Gardens

My apologies but I am unable to follow the logic in your response due to a number of issues:

1. Shared ownership leases described here:

<https://www.lease-advice.org/advice-guide/shared-ownership-leases> do not appear to be relevant as Lambeth is NOT following Homes and Communities Agency (HCA) criteria for approval as amongst other things "HCA approved shared ownership leases do not allow subletting in any circumstances".

As this is the case it is not even clear that Lambeth will be able to call the leases "Shared ownership leases". Could you provide clarity around this issue? If I am correct, as this severely undermines the premiss of the whole consultation as residents have been misinformed.

2. In relation to the £% and 2.75% As I understand it these are the relevant sections from Lambeth's consultation document, from www.lease-advice.org and from the Q&A document:

From http://estateregeneration.lambeth.gov.uk/kg_consultation:

r1: "You would have to pay a rent for the share retained by the council, where that rent would be determined on the basis of the cost to the council for repaying your current existing mortgage and acting as lender of last resort; the rent would be up to 2.75% per annum of the value of the share of the property owned by the council; this would be calculated on the basis of the interest only cost to the council."

r2: "Under shared ownership, a resident homeowner would legally own a percentage of the property below 100% and the council would own the remaining percentage; the council is able to charge a rent of between 0% and 2.75% per annum of the value of the share owned by the council."

From <https://www.lease-advice.org/advice-guide/shared-ownership-leases>:

r3: "In buying a proportion of the equity in a property the owner of a shared ownership lease must pay rent on that share of the property retained by the landlord. The lease will have an initial rent, usually based on a sum equivalent to 3% of the outstanding equity retained by the landlord. The rent increases annually in line with increases to the Retail Price Index (RPI), plus an amount, typically ranging between 0.5% and 2%."

From Q&A page 9 Homeowner E & Homeowner F :

r4: "If the council was borrowing at 3% then the annual rent would be..."

In summary [r1] states "the rent would be up to 2.75% per annum" and [r2] states "the council is able to charge a rent of between 0% and 2.75% per annum" yet [lease-advice.org](http://www.lease-advice.org) doesn't make any reference to a 2.75% figure. Your reply appears to indicate that Lambeth are following "approved shared ownership leases" yet as previously highlighted this doesn't appear to be the case which makes it impossible to follow Lambeth's logic. Also Lambeth's consultation document does not appear to make any reference to an annual increase which can lead residents to believe that the interest rate would be capped or fixed as per my original email.

Furthermore government advice on shared ownership:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/517678/SO_and_AHP_prospectus_13_04_16.pdf.

States "Rent should generally be lower than 2.75% of the value of the unsold share and must not be more than 3%; it should rise at a maximum of RPI plus 0.5% per annum (see below on maximising affordability)" which looks like where Lambeth got the 2.75 figure from. Can you please confirm this?

Finally the Homeowner F example doesn't make sense how can a homeowner own their home outright, but still have a £200k mortgage?

Cressingham Gardens

Thank you for the response Anna,

I have one further question in the KG Q&A document page 10 "existing homes on estates tend to be between 55% to 75% of the predicted value of new build homes".

Can you please provide up to date analysis for this please. I imagine (and would like) this to include:

For each estate within the regeneration programme:

- Estimated old values
- Predicted new values
- New value £perSqft (or £SqM)

Cressingham Gardens

In the recent Key Guarantees (KG) Q&A document sent out to residents, page 9, under "Homeowner F" the example refers to a figure of 3% which the council would borrow at in that instance, yet the revised KG's state that the council "will charge rent of up to 2.75%".

Could you please confirm if the 3% figure is an error, or if the council is communicating that the council borrowing rate is not capped at 2.75% as the KG's as presented indicate?

Could you also indicate which specific estate(s) the example figures relate to? As at initial glance, the numbers do not appear to be based on any previously published information relating to homeowner valuations, £'sqFt estimates for new build properties. As such, it clearly looks like 'best case' scenarios are being presented to residents rather than a fair representation of potential outcome.

TRA representative submissions

Westbury

CT: Council Tenants:

1. Guaranteed right to return as secure council tenants with all existing (pre Housing Bill) tenancy rights.
2. No loss of secure tenant status during decanting process.
3. Properties to be of size appropriate for size of household (plus an extra room in certain specified circumstances).
4. Any new tenants to pay council social rents (not affordable rents).
5. No curtailment on the right of succession for all residents irrespective of status.

H: Homeowners

1. 100% like for like swaps.
OR

2. Clarity on Shared equity. And the clear basis for the EU law that forbids this option.

And if:

In any shared equity arrangement (in relation to a property of comparable size), the equity gap should be capped at 10% which should be permanently fixed. If the homeowner later sells, there should be no re-calculation based on current market property value. Homeowners should be able to buy the remaining 10% in increments of 1.5%, at their leisure during the term of the lease. No rent payable to Lambeth for 10% not owned by homeowner.

3. Property valuations (current properties and estimated values of new builds) Process to be uniform, transparent and fair to all residents and reflect the real value of their homes.

I. Use of only RICS regulated surveyors.

II. The home loss payment to be completely separate from any valuations. And paid separate and apart from the value of the home.

III. No conflict of interests by any demolition officers in the process. Complete transparency in terms of the general process.

4. Homeowner service charges should be proportionate to their equity share.

5. Rights of succession should be the same as any normal freehold or leasehold arrangement, ie no curtailment.

6. Displacement payments not to be handed over or calculated as part of any buy-back arrangement (this should be compensation for the nightmare of losing your home in the first place).

7. Any homeowner who is unable to transfer their existing mortgage for any reason should be fully compensated as per statutory levels plus an additional 10% AND be offered a suitable rented home on the estate at council rent levels, or the same level as their current mortgage payments (whichever is lowest) guaranteed for 5 years. As a guarantee not an 'opportunity'

8. No homeowner will be financially worse off, taking into account mortgage payments vs rental payments over projected 5 (10 20, 30?) year period.

9. The 'early buyback' discriminatory and unlawful practice of paying some residents more than others to be completely abandoned.

10. No Means testing of any existing residents in relation to the new properties.

Management

1. If the Landlord and/or management company is not to be Lambeth Council itself, such change to be balloted & agreed by residents. Any future change of Landlord and/or Management Company also to be agreed with residents.

2. If any resident is required to move multiple times as a result of the regeneration process they should receive the statutory a disturbance payment for each move.

Human rights(inalienable inherent by virtue of being human NOT given or taken by any individual or public authority) In this case Lambeth or any relevant regeneration/demolition officers.

I. As stated in the Secretary of state’s letter(re Aylesbury decision), ‘the values offered by the Council would not enable the leaseholders to purchase a property on the open market in the locality.’

II. This must be corrected that the values must allow the residents to buy similar proportionate property in the locality.

III. Verifiable guarantees of the components of the right to community

IV. Ensure and demonstrate proof of satisfaction of a ‘Public sector duty where individuals are affected by a CPO (the article 8 right to a home specifically) and

V. Demonstrate and provide proof that the Public Sector Equality Duty has been verifiably protected.

VI. Given that the decision found that f children, the elderly and black and ethnic minority residents would find their cultural life "likely to be disproportionately affected" by the CPO/demolition, which would have a negative impact on their ability to retain their cultural ties.

VII. Issues such as the "dislocation from family life"

VIII. And the potential to harm the education of affected children

IX. Demonstrable proof of avoidance of:

X. Provide specific alleviation of ‘considerable economic, social and environmental dis-benefits for the leaseholders who would remain on the land;

XI. ‘ No interference with the human rights of those with an interest in the relevant land’

Cressingham Gardens

What updates and improvements have been made to the Key Guarantees?

- Further emphasis is made on the commitment that future rents will be set in the same way as council rents together with confirmation that any rent increases will be phased in over a 5 year period.
- The Key Guarantees now confirm that residents moving twice will qualify for disturbance compensation payments for both moves, but will only receive one home loss payment (paid on the first move). **There should be a choice when to be paid, since money paid on first move could be spent by the time of the second move.**
- A commitment is now included that the home loss payment will be automatically updated according to Government guidelines.
- Confirmation is provided that residents will have the opportunity to be involved in the design of the new homes.
- Confirmation is provided that adaptations work for households with disabilities will be carried

out, wherever possible, prior to moving into a new home.

- There is a commitment to assessing the suitability of alternative homes prior to offers being made to vulnerable residents.
- There is a commitment that Independent Advisers will be retained by the council and available for residents throughout the life of each regeneration project.
- The Key Guarantees have been restructured to make them easier to understand.

Guarantee 1

If you need to be rehoused during the rebuild of your estate, you will either be able to remain on your estate or take 'Band A' status to move to another council or housing association home of your choice in Lambeth.

You have the following options:

- To choose a newly built home on your estate with an assured lifetime tenancy as a tenant of Homes for Lambeth.
- To choose an existing home on your estate with a secure tenancy as a tenant of the council (this option only exists where some homes are being retained on your estate and a suitable home meeting your housing need becomes available).
- To bid for an alternative home elsewhere in the Borough through the Choice Based Lettings scheme with the high priority (Band A). Through the Choice Based Lettings system, you can bid for both council and housing association homes in Lambeth; in this case, if you move to another council home, you will retain your secure tenancy.
- To ask the Council to provide advice and, if possible, assistance to move to another home elsewhere outside of Lambeth. **The advice and help currently on offer to move out of Lambeth is very limited. This statement is currently misleading in that it implies more possibility and help with a transfer than currently exists.**

If you move into another home in Lambeth, then you can choose to retain an option to return to your original estate into a newly built home with an assured lifetime tenancy, if a suitable newly built home becomes available. **In previous Key Guarantees it was stated that all tenants who had to move off the estate would have a home on the new scheme reserved for them, unless the tenant opted to stay in their current accommodation. This offer of a reserved home should therefore be reinstated.**

Guarantee 2

You will be able to move into a home that meets your housing needs. If applicable, your newly built home will be designed to meet your disability requirements.

For options A, B and C, this will mean that:

- If you are overcrowded, you will be offered a home in accordance with the Lambeth Housing Allocation Scheme (2013)
- If you are under-occupying, you will be offered a new home with one bedroom more than your need in accordance with the Lambeth Housing Allocation Scheme (2013), or you can choose to take a smaller home that meets your housing need.
- Under the Lambeth Housing Allocation Scheme (2013), adult children would not normally be classified as part of the household. However, provided that any adult children living with you were part of the original tenancy and are still living in your home, the council will allow you to retain up to the same size property as you currently have. **Tenant Reps have consistently requested that as on other borough's schemes (e.g. Enfield) adult children should have the offer of their own 1 bed property on the new estate.**

For newly built homes on an estate (option A), this will mean that:

- Where possible, the Council will ensure that any aids and adaptations that you may require will be carried out before you move into your new home. Any necessary adaptations will be carried out in consultation with you and with relevant professionals. **Any adaptations to a new property should already have taken place before a tenant moves in, as part of the detailed masterplanning. Also Lambeth should be employing an OT to work with tenants as part of the regeneration project, since NHS OT's in the borough already have long waiting lists for**

assessments.

Guarantee 3

Your rent, as an assured lifetime tenant living in a newly built Homes for Lambeth home, will be set in the same way as council rents. If you experience an increase in your rent as a result of moving to a newly built home, then your rent increase will be phased in over a five year period year 5 year. **The first year should be at previous rent level. What rent increase is estimated, and how much are the rough percentage increases for each year? Need examples of ball park figures to enable tenants to make choices around affordability of new properties.**

Guarantee 4

You will be compensated for having to move. A home loss payment will be paid to you, plus reasonable disturbance costs.

Compensation will be determined as follows:

- The amount of the home loss payment will be automatically updated each time it is changed by the Government. At October 2016, the home loss payment is £5,800
- In exceptional circumstances part of the home loss payment can be paid to you before your move to allow that move to take place. This payment could be up to £1,000 and would reduce the final home loss payment by the amount paid.
- Where you opt or are required to move twice, then you will receive disturbance payments for both moves; you will only receive one home loss payment, paid on the first move. **Again, there should be the option to split payments of home loss to mitigate against risk of over spending on the first move.**

Guarantee 5

The council will provide you with help to enable your move, with additional support offered to you if you have special needs or a disability. **Clarity required on what constitutes as disabled. Current changes to DLA/PIP mean many tenants are being declassified as disabled, and yet this doesn't change their vulnerability in practical terms.**

Subject to individual circumstances this additional support will include:

- assessing the suitability of a new home prior to making an offer **OT to make assessment and ensure all adaptations are made before a move.**
- packing and unpacking services at the time of the move
- help in claiming benefits at the new address
- liaising with other agencies such as social services; and/or
- special support for vulnerable persons. **Clarification required as to exactly what the special support entails. Eg mention has been made previously of a handy person service to be in place to carry out jobs on the old and new property such as taking down and installing shelves, TV brackets etc.**

Guarantee 6

The council will provide you with advice and information to help you make informed decisions about your future housing. **Examples of what the Council Tax increase could be should be included as information, to help tenants decide if they can afford the new homes. Council Tax Benefit has been reduced, and is set to be reduced further, meaning many tenants on benefits could struggle with a weekly higher Council Tax. Implications of water meters should also be stated, as for higher water users (e.g. families with small children and certain medical apparatus) these bills could be significant.**

This will include:

- an Independent Adviser will be available through the life of the regeneration project
- maintaining communication with you throughout the life of the regeneration project on matters such as the regeneration process and how it will affect you; and
- advice and support to you, if you choose to seek rehousing either elsewhere in Lambeth or

outside the borough. **Currently the onus is very much on the tenant to negotiate an out of London move, with only limited help currently available from officers. This situation should be made clearer.**

Guarantee 7

If you choose to stay on your current estate, you will be able to get involved in the design of the new homes and the estate as a whole and influence decisions around the phasing of building new homes and the construction works.

The council will:

- give you the opportunity to get involved in the design process and make it clear to you the way in which you can and cannot influence the design of the new homes and the estate;
- provide choices to you on fixtures and fittings to be included in your new home; **and ensure that any aids and adaptations for disabled/elderly are in place before moving in.**
- involve you in considering how to minimise disruption.

Home Loss and Disturbance Payments

There have been cases reported where tenants who have moved away from the borough have experienced considerable delays in receiving Home Loss and Disturbance Payments and have had to take out loans to cover the shortfall. It is vital that all payments are made as promptly as possible so that no unnecessary hardship is experienced.

What are Assured Lifetime Tenancies?

An assured lifetime tenancy would give you the right to remain in your property for the rest of your life, so long as you keep to the terms of your tenancy agreement. The assured lifetime tenancy would differ from a secure tenancy in that you would no longer have a right to buy, nor right to manage nor right to transfer ownership to a housing association. As an assured lifetime tenancy is a contract between parties, you would have the right to refuse changes to your tenancy without your consent.

Tenant Reps have consistently argued for our Secure Tenancies to remain in place. Possible loss of Secure Tenancies is the number one contention for most Secure Tenants in Lambeth whose estates are due to be regenerated under an SPV. Currently SPV's in the UK have been applied to sites where there are no existing Secure Tenants, and Lambeth is breaking unfortunate new ground by electing to remove the Secure Tenancies of existing tenants on these sites.

Although it has been explained to us that an SPV cannot grant Secure Tenancies and can only grant Assured Tenancies, it must be emphasised that Homes For Lambeth will be 100% owned by Lambeth. Therefore Lambeth could make the decision to bring back within the HRA those properties of existing Secure Tenants who move back to the new estate, once the build is completed. Any new tenants moving to the new estate could be on Assured Tenancies, and the Secure Tenancies would revert to Assured when the original Secure Tenant occupants move out.

It has been stated by officers that it would be too difficult to have multiple types of occupancy on the new estates, but that will inevitably be the case as there will be a mix of home owners (possibly both lease and freehold) and tenants. Currently there exist different tenancies on the estate in that we also have Housing Association properties, therefore a precedence already exists. Rather it would seem that the loss of our Secure Tenancies is a political choice that Lambeth has made based around concerns of the loss of new homes under the Right to Buy, rather than it being a practical impossibility to achieve. Therefore we request that Lambeth once again look in to re providing us with our Secure Tenancies, instead of forcing us to move away from our estates should we not wish to become Assured Tenants of HFL.

Resident Engagement Panel comments

Central Hill

Embedding the Key Guarantees

What assurances can the Council provide to ensure that the KGs and commitments relating to them are not changed or retracted at some point once the regeneration begins and if staff making these commitments move on?

The Council could include the following statement publicised within its 'Future of Central Hill; Feedback from March Exhibitions and Questions Raised (May 2016) which states as follows;

'If the Council decides to regenerate Central Hill the Key Guarantees will come into effect. This will be included in the Council Cabinet's decision for Central Hill. When the land is transferred from Lambeth to Homes for Lambeth (HfL) on a long lease the Key Guarantees will be written into the lease so they have to be delivered. The Key Guarantees will then be adopted by the HfL Board.' (p11)

How is the Council tracking the changes between the previous and current set of KGs?

How have commitments and promises made in public meetings been incorporated into the document?

Who in the Council is responsible for ensuring that this has happened?

Homes for Lambeth (HfL)

The relationship between the residents and the Council, and the resident and HfL is not clear and has a direct impact on the KGs in terms of legal ownership of homes, leases, tenancy agreements, financial offers, mortgage lending (both external lenders and the Council as a potential lender), and the products being offered.

Why does the document refer primarily to 'the Council' when the leaseholder will be HfL?

Which organisation would act as landlord and who will own their homes?

If the Council owns the homes, why was there a need to change tenancy agreements?

If the Council owns the homes then why can it not offer the Shared Equity product?

What is the legal structure of HfL?

What is the nature of the legal and financial relationship between HfL and the Council?

Where does HfL sit within the Council?

How will the Council guarantee that ownership of HfL and our leases/tenancy agreements will not be passed to a 3rd party further down the line (e.g. Housing Association)? Any lack of guarantee may be picked up on by mortgage lenders and affect the rates at which residents can renew or port their mortgages.

If HfL is owned by the Council, why could it not be set up to lend funds that could refurbish homes rather than rebuilding them?

How many other council models had been considered before choosing HfL as the best vehicle to deliver regeneration and why they were discounted?

Who will guarantee the contractual rights of Homes for Lambeth if the company experiences either financial and /or governance difficulties?

The 'Triple Lock' is made up of internal council staff and bodies. Why does the council not have an external body (separate from the Council) as one aspect of the Triple Lock?

Regeneration Options

How many regeneration 'options' were considered in total before the option to demolish was chosen?

Temporary moves

There was a previous commitment that had to be moved into temporary accommodation due to the regeneration had a choice to come back to the estate and live in one of the new properties.

Residents moved to temporary accommodation would also not have to pay rent whilst living there. This was to ensure that the regeneration would not leave any residents 'worse off'.

There was also commitment that residents would have a first choice of moving back to a home on the estate once the new homes were completed.

Why have these commitment not written into the current KGs?

Why has the guarantee to try and move people only once during phasing not being included within the current documents?

Also see question under Home Loss payments (KG4 - tenants)

Resident consultation

Why have the Council cut the KG resident consultation from 6 to 5 weeks?

Why are the Councils sending out so much information at the same time with very little time given to residents to understand the detail and to feed back?

Succession

What the definition of a 'Civil Partner' and where did the definition come from?

What happens to residents who have not lived in the home for more than 1 year on the death of a homeowner?

Residents will be made 'worse off' in this respect by the regeneration because;

- a) The procedure relating to who could be nominated was not evident within the KG and therefore could be changed
- b) Homeowners did not have the freedom to sell their homes on the open market -as they do now.

Key Guarantee 1

Early buy backs

Why has this commitment not been included within the document?

Why is this commitment not embedded into the KGs as it is part of the regeneration? It should not sit in documentation outside of the KGs or the regeneration generally.

Tenants living on the estate for less than 12 months?

What are the options for tenants who have not lived in the property for more than 12 months at the time the blocks are earmarked for demolition?

What are the options if these tenants are part of families who have been tenants for more than 12 months?

The change from Shared Equity to Shared Ownership changes the nature of the offer and can impact negatively on homeowners (both financially and in terms of the size of home affordable to purchase).

What difference does the Council think it will make to a mortgage provider when changing the product from Share Equity to Shared Ownership?

If residents cannot automatically port (transfer) their mortgages into a new property, how will the Council ensure that residents are able to have a financial agreement that means they can purchase a new home and are 'not worse off' in the process?

If house prices continue to rise, what options are available to residents who cannot afford to buy a home of the size they need to adequately house their family?

How will the Council ensure that families in this situation are not 'worse off'?

Option A - Buying a home outright

Why is this the only option to non-resident leaseholders?

Option A - Choose a home with Assured Lifetime Tenancy

What does the Council mean by 'Lifetime' mean and where did it get the definition from?

What are the key differences between the two tenancies apart from: Losing the Right to Buy, Right to Manage and the Right to Transfer Ownership (to another landlord)?

To ensure that the Council is genuinely willing to get consent from tenants when making changes to the new Assured Lifetime Tenancy, will the Council add to the Key Guarantees that, '*Any changes to the Tenants Handbook or any housing management policies must be done in consultation with tenants if these changes directly impact upon the tenancy agreement*'?

Option B - Zero Rent Shared Ownership

What was the changes in the EU Directive that impacted on the change to the product offered to residents (Shared Equity to Ownership)?

If the Zero rent option is the same as Share Equity then why was there a need to make the change?

Is the Council in a position to offer a Zero Rent shared option as 'shared' in most products means a form of rent - is this legal and on what basis?

Why has the Council set this option at 60% and not lower so that more residents have this option available to them? This was promised by the Council but missing from the document??

The offer states that, '*[The Council] would expect that the share of the property [the resident] would retain would probably be more than 60%.*' Please explain what is meant by 'probably'?

Option B - Keep a Secure Tenancy moving to an existing Council home

Why are tenants not being given the option to buy one of the new homes under the shared ownership option?

Option C - Rent Shared Ownership

Also, the rent option had the capacity to leave some residents out of pocket.

Is the 2.75% rent payable against the non-Zero Shared Equity option was now based on the amount a residents can purchase (flexible rent up to 2.75%) rather than a fixed sum?

What offer will be made to homeowners who can offer more than 25% equity but less than 60% (e.g. 55%)?

What is the structure of the Council's offer to be the 'lender of last resort' if a resident cannot afford or be granted a mortgage from a private lender?

Who will be eligible?

Please provide an example of the structure in a practical application.

How will the Council ensure that it is able to offer affordable mortgage/finance products that are right for the residents who might this support?

What type of mortgage/financial products does the Council have in mind to offer residents?

What support will the Council offer to residents who can get a mortgage but the mortgage company may not provide if they are asked to lend against new properties that are 'off plan'?

The Government will pay for mortgage interest payments if residents are out of work.

Will this still be the case if the council part own the property and if so, how will such support be affected?

Why is the Council only covering the difference in mortgage costs for the first 12 months?

What happens to residents who cannot keep up their mortgage payments - will the Council evict them if they are living in part of a home that is Zero rent and no monies owed to the Council?

Residents on this option may generally have less income to purchase the higher equity share meaning that they will have to opt for Option C. This means that for families with less income they will be paying more for their property (mortgage plus rent) than those with more income. Is this correct?

Will residents who have this option be paying rent on the whole amount of the outstanding percentage or up to the 60% like those who fall into Option B?

Option C - Bid for an alternative home elsewhere in the Borough (priority A Band)

Why are tenants not being offered an alternative option to bidding for new homes?

How will the council ensure that residents given Band A status have enough homes to bid for in Lambeth? Currently there are approximately 1000 other people with Band A status and only 20 properties per week to bid for.

How will the Council prioritise who gets which homes both when bidding for current homes available and the new homes later on?

How many properties does the Council have available through CBL on a weekly, monthly and annual basis.

How will LBL ensure that the process is fair

How will bidding and allocations work in practice

How many bids can a tenant make and how long will they have to continue bidding (once their

homes are ready to be demolished) before they are forced to move to a property that is not of their choice?

How does allocation of new homes affect families with adult children at university?

Can tenants have the option to choose where on the estate their new property will be - for example some tenants would like to have a new property in the same place on the estate as their current property?

Option D - Alternative options where home ownership is no longer feasible

What are the other options that the Council will explore if families have to accept this option?

Does a rented home mean that residents can revert to becoming Council Tenants?

If so, will they be charged Council rents or Market Rents?

Option D - Get assistance from the Council to move to another home outside of Lambeth

How will the Council help those who want to move outside of the borough? If, as one Programme Manager has suggested, it is 'near impossible' to help people to move from Lambeth as the Council has not arrangements with other councils.' What support is being offered?

What arrangements does Lambeth have with other boroughs to support those who do want to move on?

If the support is very limited what exactly is the Council guaranteeing?

Key Guarantee 2

A home that meets housing needs

What is deemed as an 'original tenancy'? Is this the tenancy the tenant has signed or are all tenancies updated in line with the current one (dated October 2015)?

What will be the impact on any one living in the household who may not have been recorded on the original tenancy or that the Council have no record of?

Will the Council house Adult Children if a home is overcrowded and adult children want a new home?

Will LBL provide appropriate sized accommodation for families with adult children who want to remain living at home?

If a tenant is overcrowded and moves away from the estate permanently, will their housing entitlement be the same as if they were staying on the estate (e.g. a home that meets their housing needs)?

Does the 'additional bedroom' entitlement apply to everyone or just those with carer needs?

Key Guarantee 3

Property Valuations

The new homes may not be completed for a number of years. What is the Council's obligation in terms of keeping the blocks in good repair?

Please also explain the terms used (e.g. reasonable repair) and what this means in practice?

Rents

Why are Rent and Council Tax values not available when this informant is related to property valuations which the Council already has?

Will the Council write annual rent rises (%) into tenancy agreements so that it is clear as to what residents should expect?

What will happen once the 5 year taper for new rents has expired?

Why are tenants not been given the same option of not paying the rent rises for 12 months which will bring the KGs in line with that offered to homeowners?

Will the Council guarantee equal amounts of housing benefits to cover rent increases particularly if benefit caps directly impacts families.

Will tenants have to pick up the difference between benefits and rents costs (i.e. rent top up) which happens in the private sector?

Key Guarantee 4

Help to move home

If a resident is in temporary accommodation for more than 12 months because their new home is not available, how will this impact on their disturbance payments?

Home Loss and Disturbance Payments (KG4 and page 9)

Why are Home Loss payments included as a KG if they are statutory and the Council has no choice but to pay them?

Why has the council introduced the term 'exceptional circumstances' against some advance Home Loss payment when this was not in the original KGs?

Why are tenants not entitled to 2 Home Loss payments if they are in temporary accommodation for more than 12 months (e.g. no longer temporary)? The time limit is in line with Council's stipulations around 12 months.

How is the term 'Home' defined and by whom?

On the basis of the definition what qualifies as a 'Home Loss' payment?

Key Guarantee 5

Help to move home

How does the Council define who is vulnerable and who isn't? What measure are used to determine this?

Why aren't older people (who may not consider themselves to be vulnerable) added within this section?

Who pays for tenants' aids and adaptations?

Are these costs expected to be paid from tenants Home Loss payment?

Key Guarantee 6

Involvement and Influencing

Why are residents been asked to be involved in more menial decision (i.e. colour of kitchen

cabinets, floor coverings, etc.) when bigger questions that they need to influence are not being properly heard or responded to? This was not considered to be 'influencing'.

Providing advice and guidance

If the Council can only offer limited support to helping residents move outside of the borough, what exactly is it offering? If this support to move outside of the borough is not an option due to no agreements between Lambeth and other boroughs - bullet 3 is not a valid guarantee.

Key Guarantee 7

Aids and Adaptations

Is the decision to make homeowners pay for aids and adaptations in their homes final, or is this still being consulted upon?

How will the Council ensure that residents who need aids and adaptations will not be 'worse off' than other residents given that they are expected to pay for these changes from their Home Loss payments? These residents will have less money to buy a share of their home because of the rule that they need to use their Home Loss payments to make their new homes liveable.

Why was this point not made in the 'The Future of Central Hill Estate' booklet sent out by the Council in October 2016?

Grounds for Possession

Can the KG include the grounds for possession similar to what is contained within secure tenancies within the tenancy agreement

Will the council include within the KG that Ground 8 for PO will not be used as a mandatory ground for possession

Event Reports

Fenwick

Here are some questions/comment we received at a recent KG consultation event.

- Would the council reimburse SDLT for purchases abroad?
- The term key guarantees is misleading, would like them renamed
- feel that the information in appearance is not official enough, and looks like junk mail
- feel that the language used is misleading and uses a lot of jargon
- Can the homeowner rent it out with a shared ownership with rent free homeownership option?
- When will the price of new homes on the estate will be determined?
- Would there be any four bedroom available in the new development?
- What is the guarantee the Council /Home for Lambeth cannot decide in the future to charge rent to homeowner with the shared ownership with no rent option scheme?
- Who will value the property and on what basis?
- want to take up the option of Guarantee 1C to move to Band A, but also choose to retain the option to return. in terms of right to return - it says "if a newly built home ... becomes available" - does this mean after existing tenants are rehoused, right to return are next priority?
- what are the key differences between the S/O & S/E lease?
- under what circumstances could the council refuse to allow letting of the property is stair casing of the remaining equity still allowed ?

Independent Adviser Reports

Cressingham Gardens / Fenwick (STUF)

LB Lambeth STUF response to KG revision 21.11.16.

As requested by Pauline Foster please find below our response to the recent revision of the KG. These are from both the Cressingham Garden and Fenwick estates and follow both our leaseholder and tenant events on both estates and our general outreach.

We have also compared the KG's to other regeneration schemes our staff have worked on in the recent past.

Overall

We acknowledge that the KG's are an honest attempt by Lambeth to provide as much security and certainty as possible to all the residents affected. When comparing the KG's to over similar 'promise' documents issued by other landlords where we have worked they compare well. The promise of allowing all current residents to stay on the regenerated estates is very welcome and forms, in our view, the cornerstone of the offer, however the detail of how this promise is kept is the cause of the most anxiety of the residents we are in contact with. The biggest single issue we are presented with amongst the tenant population is the confusion around how 'adult' children living at home will be affected. We would urge Lambeth to think through this issue further and look at the regeneration process enabling some resident adult children be housed separately as part of the process.

Tenants - Key Guarantees

1. KG states that tenants that wish to move off the Fenwick Estate, will be placed in Band A (top priority after emergency housing), there is no clear date for this priority to take place - tenants are contacting Lambeth asking about this and being told "we are not aware of this" by Lambeth staff.
2. There is a significant issue about the future Council tax bands for the new homes: the KG's are silent on this issue.
3. There is an issue about heating and hot water on the new estate, it would be helpful for tenants if the KG's state the minimum level of insulation etc would be acceptable, where possible centralised heating and hot water plants provided and if both gas and electricity will be available to the new estate. How will this be provided?
4. It is presumed that the new homes will be fitted with water meters; it would be helpful if the KG's could address this one way or the other.
5. Particularly on the Fenwick estate but true elsewhere there is significant nervousness about the capacity for the regeneration schemes to provide enough homes to provide for all the vulnerable residents currently living on the estate, it would be helpful if the KG's gave an undertaking that the council will ensure this group is provided for?
6. Similarly there is significant nervousness about the provision for the elderly: can the KG's give an undertaking to explore supported living where necessary?
7. The KG's state that if tenants want to keep their secure tenancy they will need to move off the six regeneration estates. Can the KG's address which estates are open to tenants wishing to move for this reason and what guarantee is there that these estates are not be managed by Homes for Lambeth and the tenant having an assured tenancy at a later date?
8. The KG's address the issue of a local lettings plan, can the KG's be more explicit and state that, for example, Fenwick Estate residents have first choice of the new homes being built - or will Lambeth emergency priority be able to bid for Fenwick Estate?

9. There remains a great deal of uncertainty on how adult children living at home will be affected by the schemes, as a matter of clarity it would be helpful if the KG's state what age an adult child living at home is in Lambeth's allocations policy. We suggest that the KG's need to address a number of scenarios, for example what happens with a family who live in a 2 bedroom property 3 children aged 10 and 11 and one aged 18 years old (18 year old & 10 year old girls) and 11 year old boy and both parents - therefore over crowded. Would Lambeth rehouse in a four bedroom or would they only consider the younger children therefore housing in a two/three bedroom? Is there also a case to include a KG to rehouse adult children separately should they be able to prove residency and be on Lambeth's waiting list?

10. Can the KG's address the issue of tenants moving off the estates as they not able to cope with the redevelopment work and define how long would tenants have the opportunity to return to estate when regeneration works have been completed?

11. Can the KG's address the launch of Homes for Lambeth - who are they and when the organisation will come into existence, if it is felt that the KG's is not the place to do this can they signpost tenants to the most relevant place?

Key Guarantees - Leaseholders

1. Although it is addressed in the KG's the move from an offer of shared equity to shared ownership is still an issue for leaseholders as they consider that all the consultation up until the revised KG's has been on a shared equity basis. The KG's should address why it took this length of time to address this issue and why HFL will not apply to obtain the necessary licenses etc. to offer shared equity.

2. The KG's need to be more explicit on the 60% ownership level, we understand that Lambeth will assist current leaseholders to move to a tenancy should they be unable to finance a SO purchase however the KG's should not include a percentage, this could be misleading.

3. The KG's make it clear that Lambeth will not entertain a succession of the lease to anyone other than a person being a co-resident for at least 12 months before the leaseholder passing away. We suggest that a number of scenarios will be needed in this KG to make it clear, for example where a leaseholder dies and leaves the SO lease to a non-resident member of family.

4. It is clear that a number of leaseholders are looking to sell as early as possible in the process, for any number of reasons. We suggest that the KG's are an opportunity to publicise how Lambeth will prioritise early buy backs.

5. Although there is an intention to reach voluntary settlement the phrase 'CPO' is already in the public domain and residents have contacted and been contacted by specialist valuation companies who are looking to build up a number of clients on each estate. We strongly suggest that the KG's are altered to say that residents who qualify for an early buy back can obtain their own valuation in advance of or at the same time Lambeth obtain their own valuation rather than waiting for the leaseholder to disagree with the councils valuation.

6. In the light of the recent decision on the Aylesbury estate CPO it is clear that local authorities have a duty to reach a voluntary settlement with leaseholders wherever possible. The ability of a leaseholder to have their own advice on the valuation of their property as early as possible is essential, in our view, and the KG's should reflect this. We understand that, at Fenwick at least, leaseholders pursuing an early buy back are being asked to accept the councils offer without recourse to such advice, this could and will be construed as a 'bullying' tactic by the council.

7. This is not happening at Cressingham. Once an expression of interest is handed in, our advisor and the Buyback officers visit the leaseholders and they are told that they can get their own valuation. We suggest that this approach needs to be uniform across all the estates and be expressed better in the KG's.

Fenwick (STUF)

Please find below some issues raised by residents and reported by the IA for Fenwick Estate.

Leaseholders

- issue with shift from shared equity to shared ownership -
- some are considering taking this further due to the Aylesbury decision - (they perceive that they were consulted on one thing, now have to accept another)
- leaseholders querying the 60% threshold
- though they have not met anyone who is actively out to 'save' Fenwick

Freeholders

- a number have said that they should be provided with a replacement freehold property

Tenants

- for some losing the RTB is an issue
- the lack of right to manage is a minor issue - has been mentioned by a few
- people don't seem to 'get' HfL or the change of landlord
- querying how the new homes are going to be allocated
- querying the adult children policy
- concerned regarding the impact of construction
- a group of leaseholders have approached a valuer

Knight's Walk (PPCR)

Tenants' Key Guarantees

Residents from across Knight's Walk were invited to attend a session on Lambeth Key Guarantees in order to talk through each one and how it would impact them and their household. Comments, queries and views were captured and are detailed below along with responses and points referred to Lambeth which may require wider discussion or policy changes.

The Key Guarantees have since been improved - mainly for Leaseholders but with some amendments for tenants - and consultation on these is currently in progress.

A. Security of tenure

1. Assured Lifetime Tenancies for New Homes

There was some confusion that residents moving to new homes on the garage site would retain secure tenancies.

This is NOT the case. The Council will not be the landlord for any of the new properties on Knight's Walk and only Councils can provide secure tenancies. Homes for Lambeth (HfL) will be the landlord and will provide Assured Lifetime Tenancies, they cannot provide Secure Lifetime Tenancies.

The Council could consider providing a tenancy agreement with the same terms and conditions contained within tenant's existing secure tenancy agreement, with the same contractual rights for both tenants and Homes for Lambeth. This has been offered on other schemes where there has been a transfer of stock from Lambeth to another Landlord. Although this is not a stock transfer, the general principle of residents not being disadvantaged as a result of the regeneration is already an established principle. The main difference would be that the Right to Buy (RTB) or the preserved RTB would not be included within the tenancy agreement or as a "Right" as it is with a secure tenancy. This is because it is not a stock transfer and therefore there is no preserved RTB.

However, voluntary RTB has been introduced in some cases and there is no reason why this cannot be offered to tenants. It is recognised that tenants who have a secure tenancy do not want to lose their existing rights and so strengthening the provisions within the new tenancy agreement will provide greater security for tenants who are granted Assured Lifetime Tenancies by HfL.

The reason why the ‘Lifetime’ element is so important is that in the Housing and Planning Act 2016, the Government have said that Local Authorities can only give new tenancies for between 2 to 10 years - this does not apply to those who move due to major repairs or demolition.

2. As there are so few properties affected by the regeneration in Knight’s Walk, would the Council not be able to make an exception and give existing residents secure tenancies.

The Council cannot make exceptions. The Council could consider providing a tenancy agreement with the same terms and conditions contained within tenants existing tenancy agreement. The only difference would be the RTB or the preserved RTB as this is not a stock transfer. As the voluntary RTB has been introduced elsewhere, there is no reason why this cannot be offered to tenants.

3. Residents feel that they need to remain secure tenants.

The lifetime tenancy “*will give you the right to remain in your property for the rest of your life as long as you keep to your side of the tenancy agreement. The Council is committed to making sure that your new tenancy provides you with an equivalent level of security to your existing secure tenancy. The Council has commenced a process of drafting the future Homes for Lambeth assured lifetime tenancy and will be consulting tenants on these in due course.*”

(LBL Key Guarantee Q&As)

The Housing and Planning Act has introduced a number of government led policies that will affect secure tenants. As this is statute, Councils will have no choice but to implement them. However, housing associations will need to include these within their tenancy agreements before they can be implemented.

- Pay to stay for any household with income over £40,000 (could start from April 18)
- No more lifetime tenancies for new tenants (could start from April 18)
- Fixed term tenancies of between two and ten year terms with reviews at end of term
- Existing tenants affected by regeneration or major works will keep their lifetime tenancy
- Succession rights will remain for spouses or civil partners but for a fixed term

4. What happens if Homes for Lambeth run out of money, will the council rent properties be sold? What are the guarantees?

The Council has suggested that the triple lock, which has been defined as;

1. Unanimous vote of full Cabinet;
2. 2/3rd vote of full Council approval;
3. Unanimous agreement of the Homes for Lambeth Board;

This is the only means by which Homes for Lambeth could be sold. Also, the Homes for Communities (HCA) is responsible for monitoring housing associations and HfL will be a registered housing association and will be subject to monitoring by the HCA. In addition, if HfL is a registered charity, Homes for Lambeth will be bound by both the Charity Commission’s and HCA’s rules on who can take ownership of its assets. It would be more likely that another housing association would step in to manage or take over ownership of the homes managed by HfL.

Homes for Lambeth is set up as a Development Vehicle. The Council had previously provided a pamphlet explaining why it is being set up and the impact on your homes. In brief, Councils are prevented by law from borrowing money. They are now self-financing but with a range of restrictions including borrowing from the market. A Development Vehicle does not have these restrictions and so can lever in private finance etc. fund development and other activities.

Should the redevelopment be successful and the Vehicle achieve the number of homes it plans to develop for private sale and private rent, there should be enough money to develop the social housing and fund other activities. As a private investor they should develop a robust business and financing plan which will stand up to reasonable changes in the market and still allow it to deliver on its objectives.

B. Options discussed for retaining secure tenancy - moving off the estate

1. Move to an existing home on the estate which has a secure tenancy

This is only possible if a suitable home becomes available, if you are interested in this option you should ask your Housing Regeneration Team (LBL Key Guarantee Q&As)

Very few voids occur on Knights Walk in tenanted properties and if one does occur your suitability would need to be assessed against your housing need and your priority within the Band you have been given. There may be more opportunity to move elsewhere in the Cotton Gardens estate but this again depends on need and priority.

2. Bidding through the Choice Based Lettings Scheme with the High Priority 'Band A' status.

Residents who have looked at Band A housing options through the Choice Based Lettings Scheme say that the properties they have seen are poor quality and timing makes it difficult. Also, Ackerman Road was suggested as an option and all properties there have been already all been taken. Paul Gordon is helping some residents access the Scheme, but is this really a feasible option with the current waiting list?

Moving within Lambeth is extremely challenging as there are in excess of 20,000 people on the waiting list - although this will contain many that have no priority for a move. We understand that many of the properties that become available are in tower blocks and for those living in detached bungalows it is not a desirable choice. With the highest priority for rehousing, a bid via the Choice Based Lettings website should be considered but you will need to weigh up the choice of the homes available through this option against a brand new home with a slightly different tenancy.

Lambeth should consider whether direct offers can be made to tenants who are unable or unwilling to use the CBL scheme? This has been offered on other estates in London.

3. Moving outside the borough

"The Council can help to obtain information and advice regarding moving elsewhere and can help put you in contact with housing teams in other local authorities. The Council does not, however, have control over housing outside Lambeth and it is unlikely that you would have any priority status for an affordable home elsewhere; you may need to prove a connection to the area you wished to move to. Your ability to move elsewhere to another borough as a secure tenant would therefore be determined by the availability of affordable homes within that location." (LBL Key Guarantee Q&As)

The Council should look at a Pan London Agreement or National Agreement with other LA's that would enable a like for like swap of new homes between boroughs, if a resident had a genuine need to relocate to another part of the county. This option was available in the 1990s with the national mobility scheme operated by the former CLG. Perhaps the ITLA's working across London could see if this is something that boroughs might join.

In addition, we have looked into two schemes that residents have expressed an interest in:

Seaside and Country Homes

This scheme is run by the Mayor of London's office. All London boroughs participate in the scheme. This scheme is open to households where at least one tenant is age 60 or above. Any members of the household under 60 years of age must be the partner, joint tenant or registered carer of the lead applicant. Second applicants aged under 60 are not able to become joint tenants or have succession rights to Seaside and Country Homes properties. Applicants should have no rent arrears or history of antisocial behaviour and should not be going through possession proceedings or being evicted.

Over 3000 properties - mainly one and two bedroom flats and two bedroom bungalows are available to eligible applicants. These are located along the south coast from Cornwall to Norfolk and in the countryside from Dorset to Cambridgeshire and Shropshire. The scheme prioritises applicants by the size and type of properties they leave behind. The larger the home they free up, the higher priority they receive. It is difficult to assess how long a move can take as usually around 200 homes become available each year and there are currently around 1000 applicants on the scheme.

Application is by self - referral and online or by an application form. The Mobility Team can also

be contacted online for further assistance. PPCR can also help you if you want to submit an application form. For more information you can go to the website address below.
<https://www.london.gov.uk/what-we-do/housing-and-land/renting/seaside-and-country-homes>

Homeswapper

This is a self-referral scheme. Applicants are required to register details, set the search criterion and the resultant search is displayed. There may be a small charge to use the website (if Lambeth is not a Partnering Organisation) and there are a number of conditions for using the site detailed in www.Homeswapper.co.uk/Terms

Tenants are required to be active in their search. After a period of 10 weeks of not logging onto Homeswapper a tenant's details will be hidden from the view of other residents. After six months of no activity, tenants will be de-registered from Homeswapper. You can re-register but may be charged to use the service.

C Rents

1. Rents need to remain in line with existing, residents can't afford more just because the properties are new.

"Your rent as an assured lifetime tenant living in a newly built Homes for Lambeth home, will be set in the same way as council rents. If you experience an increase in your rent as a result of moving to a newly built home, then your rent increase will be phased over a five-year period."
(LBL Key Guarantee Q&As)

Referred to Lambeth: Can the borough provide a working example of the average charged at target rent rates for 1 bed to 4 bed homes within the borough? Can the working example demonstrate how in practice the phased increase in rents would work, broken down by bed size, over a 5 year period?

Can the KG to set rents the same way as secure council rents be included within the new proposed tenancy agreement?

What are Lambeth's proposals for dealing with the benefit cap if rent increases result in a higher percentage of a tenant's income being used to cover rent payments.

Will HFL tenants rent go down due to the minus 1% rent increase set by government?

2. If you downsize, will your rent be cheaper?

If you reduce the number of bedrooms when you move, your rent will be set according to the size of your new home and LBL rent setting policies in line with Target rents. (Key Guarantees Q&As). This may not necessarily be cheaper.

Keeping rents affordable is challenge for all London landlords. Social housing rent levels and Affordable housing rent levels are different. An affordable rent by the central government's definition (80% of market rents) is not necessarily affordable for many people.

In other boroughs, Councils have given similar assurances and/or that rents will be in line with Target Rent levels set by the government.

One issue to consider however is Service Charges. Block maintenance costs will need to be shared between tenants and an indicator of these would be prudent.

D. Housing Needs

1. Housing needs assessment needs to anticipate the need for a live-in carer.

The Council should write the above into the Key Guarantees.

Lambeth Key Guarantees do not currently state that an assessment will be made to anticipate the need for alive-in carer. It does state that *'The Council will provide you with help to enable*

your move with additional support offered to you if you have special needs or a disability.'

This in practice relates to signposting or extra physical help with the move. The Council's Housing Allocation Scheme 2013 makes some provision for allocating Wheelchair, Mobility and Adapted Housing. This relates to the assessment provided by the Council's Medical Advisor and the category of need prescribed. There is no specific provision for assessing a tenant's anticipated housing need. There is a provision within the allocation scheme for the Strategic Director for Delivery to exercise discretion in assessing housing need.

PPCR have found in other regeneration estates that Housing Needs Assessments only take account of a live-in-carer if this is in existence at the time when the assessment is carried out. They require proof of residence, usually satisfied through the Adult Social Care team and evidenced by the benefits the resident receives. Generally, provision for a live-in carer will require an extra habitable room which usually requires exceptional circumstances approval.

2. The situation regarding adult children needs to be clarified.

"Under the Lambeth Housing Allocation Scheme (2013), adult children would not normally be classified as part of the household. However, provided that any adult children living with you were part of the original tenancy agreement and still living at home, the council will allow you to retain the same size property as you currently have." (LBL's Improving Key Guarantees Document - Guarantee 2)

Referred to Lambeth: What happens if the rehousing of adult children creates a statutory overcrowding situation?

Will the council agree to rehouse the adult children on affordable rents 60% of market rent if the Council will not offer a social rented option?

Can this also include shared ownership for Adult children of tenants?

Other schemes in Hackney have offered the rehousing of adult children in other properties to assist with the rehousing for the named tenant.

Lambeth will need to clarify when 'the original tenancy' applies from. Many tenants have been living in their homes since before their children were born and in such cases the children will not be included in the original tenancy - what happens then?

Would it be more reasonable to for adult children to provide evidence of residency for the previous 12 months?

How will Lambeth classify adult children at University if their home is their parents address.

3. Are there plans to update the Housing Allocations Scheme 2013?

The Housing and Planning Act has inferred on Local Authorities and Housing Associations many new provisions in example, new Tenancies can only be for a fixed term of between 2-10 years and Housing Association tenants now have the option of buying their homes. The Act is a framework at present and a will require statutory instruments to detail how its various provisions will be implemented. These will need to be brought into the Allocation Scheme but it will be prudent to wait until there is further detail published.

Referred to Lambeth: How has the annual lettings plan taken on board the regeneration of the 6 estates? Has an assessment of the supply of available homes for the residents affected by regeneration been undertaken? Has the council developed a decant strategy to take on board the project timelines for each scheme based on supply and demand of available homes for letting over the next coming 5 years?

Has the borough analysed the number of starts and completions of new social housing rented homes and compared these with the requirements of the decanting of the 6 schemes is there a shortfall and if so how would this be made up?

In the Allocation Scheme.

Under the Allowed Property Size criteria, the list of rules appear contradictory and inconsistent. On Page 5 of the Policy it states:

The allowed property size takes into account these rules.

d) In the case of transferring tenants, their household for the purpose of this assessment may only include authorised occupants and must include all authorised occupants (unless some other rehousing option is open to an occupant and the tenant is able to guarantee vacant possession when they transfer).

e) Adults in the household over the age of 21 are disregarded, except for:

- o The applicant and their partner
- o Persons over the age of 65
- o Persons who are disabled and require care,
- o Persons who are providing care to someone in the household who is disabled and requires care.

D and E above could be read as contradictory as in D it states that the assessment may only include authorised occupants and must include all authorised occupants, however E suggests adults in households over the age of 21 are disregarded except in specific circumstances.

Also on page 6 of the allocation scheme states that any adult aged over 21 would be offered one bedroom and two children or adults of the same sex under 21 would be expected to share a bedroom.

The above implies that adults are entitled to their own bedroom. If this is the case why does this not include adult children who are authorised occupants?

Are decants considered as transfers or under a special category. If they are considered as transferring tenants, can the Executive Director of Housing, Regeneration and Environment exercise their discretion to allocate a larger property size that includes the needs of adult children who are recognised as authorised occupants?

4. Advice and support

Residents understand the assistance offered to vulnerable residents set out in Guarantee 5 but would find it useful to have a list of all the tasks that will need to be carried out/people informed before the move and when they this will need to be done.

They also want guarantees that the assistance they are offered both in moving and handyman services will be insured and professional. There should be a designated, named handyman available to support residents.

Also, will the Council offer this service to all tenants affected by the regeneration? This should include the fitting of carpets, hanging of curtains and other associated costs arising from the regeneration.

5. New Properties

Will the new properties have water meters and will the electricity meter be smart?

There has been some discussion about water metering. At present, residents pay a water charge as part of their rents. The charge is based on the rateable value of the home and includes such things as size, location and access to local facilities. It is not based on actual water usage. Concern has been raised that when this element is taken out of the rent, an annual unmetered water charge could be more expensive.

Generally when new properties are built, a meter is attached to each property. Usually located within the boundary and accessible by the water company without access to the home. Metered charges can be lower as they relate to water usage rather than rateable value. It is likely the new homes will have metered water.

The utilities have a program of installing new smart meters on new developments. The council will need to be clear on how the heat and power source for the new homes will be procured. Will

residents be able to choose their own service provider if they can find a cheaper tariff or will the council refund the difference if tenants cannot change suppliers?

Referred to Lambeth: Does the council have a fuel poverty strategy for residents?

Is there a strategy for the council to work with other landlords in procuring the most favourable fuel prices?

6. If residents want to move to a ground floor flat in a particular location - not the garage site - how would the double decant work?

Regeneration happens in phases and in Knights Walk the garage site will be the first phase. Subsequent phases need to be detailed but, due to the relatively low number of homes to be demolished, the developer may seek to redevelop the whole area in one further phase.

In other schemes, such as Hackney, some residents have been moved away with a signed undertaking that they move back into new properties to which their phase relates - generally the same area of the estate they moved from. The estate will be much changes - and much denser - so will not 'feel' the same as previous, however some residents have been very clear about the view they wish to retain, access to sunlight, accessibility to exit routes etc. if this is important it needs to be made plain.

TPAS have looked at various Council Key Guarantees - one suggestion has been that when tenants are required to be moved twice, they are offered Disturbance Payments twice. This has happened in practice in Hackney previously, but is discretionary and withdrawn due to budgetary constraints.

Another element highlighted in this TPAS report is residents that are under-occupying their current property, move to smaller property of their choice is offered an incentive of £1000 per room.

Lambeth will still need to clarify how this will work - it is unlikely it could do so without the need to move more than once.

Referred to Lambeth: Can the KGs be written into the new lease as well as the new tenancy agreement to ensure that they are enforceable on the landlord and future landlords also.

Central Hill (PPCR)

General Questions

Embedding the Key Guarantees

What assurances can the Council provide to ensure that the KGs and commitments relating to them are not changed or retracted at some point once the regeneration begins and if staff making these commitments move on?

The Council could include the following statement publicised within its 'Future of Central Hill; Feedback from March Exhibitions and Questions Raised (May 2016) which states as follows;

'If the Council decides to regenerate Central Hill the Key Guarantees will come into effect. This will be included in the Council Cabinet's decision for Central Hill. When the land is transferred from Lambeth to Homes for Lambeth (HfL) on a long lease the Key Guarantees will be written into the lease so they have to be delivered. The Key Guarantees will then be adopted by the HfL Board.' (p11)

How is the Council tracking the changes between the previous and current set of KGs?

How have commitments and promises made in previous public meetings and those held by the REP been incorporated into the document?

Who in the Council is responsible for ensuring that this has happened?

Homes for Lambeth (HfL)

The relationship between the residents and the Council, and the resident and HfL is not clear and has a direct impact on the KGs in terms of legal ownership of homes, leases, tenancy agreements, financial offers, mortgage lending (both external lenders and the Council as a potential lender), and the products being offered.

Why does the document refer primarily to 'the Council' when the leaseholder will be HfL?

Which organisation would act as landlord and who will own their homes?

If the Council owns the homes, why was there a need to change tenancy agreements?

If the Council owns the homes then why can it not offer the Shared Equity product?

What is the legal structure of HfL?

What is the nature of the legal and financial relationship between HfL and the Council?

Where does HfL sit within the Council?

How will the Council guarantee that ownership of HfL and our leases/tenancy agreements will not be passed to a 3rd party further down the line (e.g. Housing Association)? Any lack of guarantee may be picked up on by mortgage lenders and affect the rates at which residents can renew or port their mortgages.

Will HfL pay for additional mortgage protection insurance costs that might be associated with shared ownership options?

If HfL is owned by the Council, why could it not be set up to lend funds that could refurbish homes rather than rebuilding them?

How many other council models had been considered before choosing HfL as the best vehicle to deliver regeneration and why they were discounted?

Who will guarantee the contractual rights of Homes for Lambeth if the company experiences either financial and /or governance difficulties?

The 'Triple Lock' is made up of internal council staff and bodies. Why does the council not have an external body (separate from the Council) as one aspect of the Triple Lock?

If HfL is fully protected and will not be sold by LBL, why is there a need for a Triple Lock?

Regeneration

How many regeneration 'options' were considered in total before the option to demolish was chosen?

Why was there no voting option available similarly to decent homes stock transfer estates?

How will the Lambeth manage rodents when knocking down the estate?

How will the regeneration be effectively managed (e.g. dirt, noise, dust, transport, etc.)?

How much will the regeneration cost?

How is the regeneration being funded?

What is the total number of homes that Lambeth will build on the estate?

What is the plan for the estate if the regeneration does not go ahead?

Cllr Braithwaite noted 4 years ago that the estate had funds for refurbishment. What has happened to these funds?

Will the prices of the new homes be fixed before the build begins? This impacts on rents, council tax and shared ownership.

Moving

What is Lambeth's definition of 'worse off' and 'better off'?

There was a previous commitment made to residents that moved into temporary accommodation that they had a choice to come back to the estate and live in one of the new properties.

Residents moved to temporary accommodation would also not have to pay rent whilst living there. This was to ensure that the regeneration would not leave any residents 'worse off'.

There was also commitment that residents would have a first choice of moving back to a home on the estate once the new homes were completed.

Why have these commitment not written into the current KGs?

Why has the guarantee to try and move people only once during phasing not being included within the current documents?

Also see question under Home Loss payments (KG4 - tenants)

How much influence will residents have over the local letting plan?

When will residents know who will be allocated to support them with bidding for properties and moving home?

What role will the staff in the neighbourhood office (housing office) have in helping residents with bidding and transfer documentation?

Will residents keep the offer of plus 1 bedrooms if they apply to move off the estate into another council property in Lambeth or elsewhere?

What will happen if a resident doesn't don't take a property that Lambeth might want them to take?

What is meant by 'Tenure Blind'?

Will shared ownership homes have a different specification to tenanted and privately sold homes?

Resident consultation

Why have the Council cut the KG resident consultation from 6 to 5 weeks?

Why are the Councils sending out so much information at the same time with very little time given to residents to understand the detail and to feed back?

Succession

What the definition of a 'Civil Partner' and where did the definition come from?

What happens to residents who have not lived in the home for more than 1 year on the death of a homeowner?

Residents will be made 'worse off' in this respect by the regeneration because;

- a) The procedure relating to who could be nominated was not evident within the KG and therefore could be changed
- b) Homeowners did not have the freedom to sell their homes on the open market -as they do now.

Also see leaseholders section (KG1 - B) - majority share owner.

How much value of an owned property can be passed onto family members?

If a child does not live in the home, what are their rights to inherit a property?

If a property is jointly owned, who is the current and future owner?

Repairs

Given the issues raised by tenants and leaseholders about current and ongoing repairs, what assurances will Lambeth guarantee that its Housing Management services will not allow the estate to run down and that internal repair will be properly completed?

What repairs are residents entitled to now and whilst the regeneration is ongoing?

What are the Council's obligations to internal (tenants) and external repairs now and once the regeneration begins?

Community Cohesion

How will Lambeth ensure that the privately sold properties are not used as buy-to-let creating a transient and non-cohesive community?

Lambeth has stated that it expects 80% of residents to remain on the estate. What is the basis and the evidence for this calculation?

Where is the evidence of crime on the estate - this is used to justify the regeneration?

What community facilities are being provided by the council?

Will there be access to a local shop and other amenities on the estate?

Homeowners KGs

Key Guarantee 1

Early buy backs

Why has this commitment not been included within the document?

Why is this commitment not embedded into the KGs as it is part of the regeneration? It should not sit in documentation outside of the KGs or the regeneration generally.

Why has the offer being changed from 'open to all' to 'prioritising whose properties can be purchased first (REP meeting on 1st November and LGL early buy back new procedure)? Early buybacks for all brings the Homeowner KGs in line with tenants who will not have to wait to start bidding for home if they want to move off the estate.

The change from Shared Equity to Shared Ownership changes the nature of the offer and can impact negatively on homeowners (both financially and in terms of the size of home affordable

to purchase).

What difference does the Council think it will make to a mortgage provider when changing the product from Share Equity to Shared Ownership (page 4, bullet 1)?

If residents cannot automatically port (transfer) their mortgages into a new property, how will the Council ensure that residents are able to have a financial agreement that means they can purchase a new home and are 'not worse off' in the process?

If house prices continue to rise, what options are available to residents who cannot afford to buy a home of the size they need to adequately house their family?

How will the Council ensure that families in this situation are not 'worse off'?

Will Lambeth pay for the extra stamp duty that non-resident leaseholders may now have to pay if they own a second property - is this part of the disbursement costs?

Option A - Buying a home outright

Why is this the only option to non-resident leaseholders?

Why won't Lambeth sell homes back to leaseholders at the build cost rather than the inflated market cost?

Why can't Lambeth offer like-for-like swaps from a current to a new property - gifting?

Why can't Lambeth allow current leaseholders to benefit from the profit they will make from the private sale homes?

What is the definition of 'Primary Home' if work takes a resident abroad for a year or more?

Will non-resident leaseholders be compensated if they cannot rent their properties or that rent is less due to the regeneration (now and whilst it is ongoing)?

Option B - Zero Rent Shared Ownership

What was the changes in the EU Directive that impacted on the change to the product offered to residents (Shared Equity to Ownership)?

If the Zero rent option is the same as Share Equity then why was there a need to make the change and what is the difference?

Is the Council in a position to offer a Zero Rent shared option as 'shared' in most products means a form of rent - is this legal and on what basis?

Why has the Council set this option at 60% and not lower so that more residents have this option available to them?

The offer states that, '[The Council] would expect that the share of the property [the resident] would retain would probably be more than 60%.' Please explain what is meant by 'probably'?

How is Lambeth allowed to limit the offer to leaseholders (within the lease agreement) when they are not the majority owner of the property? In most cases the person who owns the larger share of any equity is the key decision maker - why is this not the case if a leaseholders owns 60% or more of the property?

If a leaseholder owns 60% or more of a property and is therefore the major shareholder, how is LBL allowed to dictate how a premises is used or succession is followed through? Does this not mean that LBL are in effect overriding probate and legal precedent? What are the legal rights for leaseholders in this respect laws of probate)?

On this basis, why does someone who lives with me not have the right to succeed and purchase the property - why does the council have first refusal?

Can Lambeth force leaseholders to use their Home Loss payment to part buy a shared property?

Option C - Rent Shared Ownership

The rent option had the capacity to leave some residents out of pocket.

Is the 2.75% rent payable against the non-Zero Shared Equity option was now based on the amount a residents can purchase (flexible rent up to 2.75%) rather than a fixed sum?

What offer will be made to homeowners who can offer more than 25% equity but less than 60% (e.g. 55%)?

What is the structure of the Council's offer to be the 'lender of last resort' if a resident cannot afford or be granted a mortgage from a private lender?

Who will be eligible?

Please provide an example of the structure in a practical application.

How will the Council ensure that it is able to offer affordable mortgage/finance products that are right for the residents who might this support?

What type of mortgage/financial products does the Council have in mind to offer residents?

What support will the Council offer to residents who can get a mortgage but the mortgage company may not provide if they are asked to lend against new properties that are 'off plan'?

The Government will currently pay for mortgage interest payments if residents are out of work. Will this still be the case if the council part own the property and if so, how will such support be affected?

What happens to residents who cannot keep up their mortgage payments - will the Council evict them if they are living in part of a home that is Zero Rent and no monies owed to the Council?

Residents on this option may generally have less income to purchase the higher equity share meaning that they will have to opt for Option C. This means that for families with less income they will be paying more for their property (mortgage plus rent) than those with more income. How will the council ensure that families in this scenario are not 'worse off'?

Will residents who have this option be paying rent on the whole amount of the outstanding percentage or up to the 60% like those who fall into Option B?

Why isn't there a downward rent increase included if this is what is reflected in the market going forward?

Homeowners will be made worse off on the basis that a mortgage has an 'end date' whereas rent does not. How long will residents have to pay rent for?

Option D - Alternative options where home ownership is no longer feasible

What are the other options that the Council will explore if families have to accept this option?

Does a rented home mean that residents can revert to becoming Council Tenants?

If so, will they be charged Council rents or Market Rents?

Will Lambeth compensate residents if they are in the later phase of the regeneration and are unable to get a general mortgage because they are older?

Key Guarantee 2

Selling our homes to the Council at market value

As resident cannot currently get a real market value through private sales because of the regeneration, will the council buy back homes (under exceptional circumstances) if the regeneration is stalled in any way (e.g. judicial review process)? If so, will residents still be entitled to the compensation offer (KG4)?

When market value is considered, how will improvement works to internal properties be taken into account? Should homeowners upgrade their homes to get a higher value (as you would in a private sale) so that the value reflects the current market?

How will the council value views in the current and new homes?

Key Guarantee 3

Property Valuations

The new homes may not be completed for a number of years. What is the Council's obligation in terms of keeping the blocks in good repair?

Please also explain the terms used (e.g. reasonable repair) and what this means in practice?

Why is the Council only covering the difference in mortgage costs for the first 12 months?

What is the valuation process?

Will Lambeth pay for valuations done by residents in advance?

Key Guarantee 4

Help to move home

If a resident is in temporary accommodation for more than 12 months because their new home is not available, how will this impact on their disturbance payments?

Also see point 4 above (temporary moves).

Key Guarantee 5

Advice and Information

How does the Council define who is vulnerable and who isn't? What measure are used to determine this?

Why aren't older people (who may not consider themselves to be vulnerable) added within this section?

Key Guarantee 6

Involvement and Influencing

Why are residents been asked to be involved in more menial decision (i.e. colour of kitchen cabinets, floor coverings, etc.) when bigger questions that they need to influence are not being properly heard or responded to? This was not considered to be 'influencing'.

Will the council guarantee that residents are not disadvantaged by design that affects utilities and ensure that families are where possible protected from fuel poverty by ensuring that:

- Water supplies will not be disconnected if bills are difficult to pay due to water meters being installed - this will have a particular impact on larger families
- Dual fuel supplies will be provided within the properties (Gas and Electric)
- No long term deal will be made with any fuel companies enabling residents to switch to better deals when they want to
- Central heating systems are individual rather than communal

Key Guarantee 7

Aids and Adaptations

Is the decision to make homeowners pay for aids and adaptations in their homes final, or is this still being consulted upon?

How will the Council ensure that residents who need aids and adaptations will not be ‘worse off’ than other residents given that they are expected to pay for these changes from their Home Loss payments?

These residents will have less money to buy a share of their home because of the rule that they need to use their Home Loss payments to make their new homes liveable. This might lead to more vulnerable residents falling into KG1 - option C rather than option B.

Why was this point not made in the ‘The Future of Central Hill Estate’ booklet sent out by the Council in October 2016?

Tenants KGs

Key Guarantee 1

Tenants living on the estate for less than 12 months?

What are the options for tenants who have not lived in the property for more than 12 months at the time the blocks are earmarked for demolition?

What are the options if these tenants are part of families who have been tenants for more than 12 months?

If adult children are on the tenancy for more than 12 months will they still be included within the offer of bedrooms to the resident (e.g. plus 1 extra room)?

Option A - Choose a home with Assured Lifetime Tenancy

What does the Council mean by ‘Lifetime’ mean and where did it get the definition from?

What are the key differences between the two tenancies apart from: Losing the Right to Buy, Right to Manage and the Right to Transfer Ownership (to another landlord)?

To ensure that the Council is genuinely willing to get consent from tenants when making changes to the new Assured Lifetime Tenancy, will the Council add to the Key Guarantees that, ‘*Any changes to the Tenants Handbook or any housing management policies must be done in consultation with tenants if these changes directly impact upon the tenancy agreement*’?

If a tenant is offered a property that they don’t like (e.g. a new home that does not meet the tenant’s requirements due to location of the property), how many times can a tenant turn down an offer (either temporary or one of the new ones) before they are forced to move?

Is the Lifetime Assured Tenancy affected by the government change to Secure Tenancies whereby reviewing tenancies becomes statutory?

Option B - Keep a Secure Tenancy moving to an existing Council home

Why are tenants not being given the option to buy one of the new homes under the shared ownership option?

Option C - Bid for an alternative home elsewhere in the Borough (priority A Band)

What will be the process to move tenants already on the system into Band A?

When will tenants be informed of the changes and allocated bidding references?

Why are tenants not being offered an alternative option to bidding for new homes?

What support will Lambeth provide to tenants who have never used the system, cannot (for various reasons) access the system, and/or do not have access to a computer to bid directly?

How will the council ensure that residents given Band A status have enough homes to bid for in Lambeth? Currently there are approximately 1000 other people with Band A status and only 20 properties per week to bid for.

How will the Council prioritise who gets which homes both when bidding for current homes available and the new homes later on?

How many properties does the Council have available through CBL on a weekly, monthly and annual basis?

How will LBL ensure that the process is fair?

How will bidding and allocations work in practice?

How many bids can a tenant make and how long will they have to continue bidding (once their homes are ready to be demolished) before they are forced to move to a property that is not of their choice?

How does allocation of new homes affect families with adult children at university?

Can tenants have the option to choose where on the estate their new property will be - for example some tenants would like to have a new property in the same place on the estate as their current property? Also see section 4 (temporary moves) above.

Can tenants transfer their RTB discount to a Lambeth or other borough secure tenancy?

Up to what point can tenants apply for a mutual exchange?

Option D - Get assistance from the Council to move to another home outside of Lambeth

How will the Council help those who want to move outside of the borough? If, as one Programme Manager has suggested, it is 'near impossible' to help people to move from Lambeth as the Council has not arrangements with other councils.' What support is being offered?

What arrangements does Lambeth have with other boroughs to support those who do want to move on?

Will Lambeth be putting into place agreements with other borough (e.g. in-borough transfer process) so that this can be done more quickly and smoothly for those who need to move urgently for health or other reasons, and for those who want to move? LBL already has a nomination scheme set up with Croydon so why can't this be done elsewhere?

What conversations has Lambeth already had with other boroughs to understand what options

and agreements are / could be available?

If the support is very limited what exactly is the Council guaranteeing?

Key Guarantee 2

A home that meets housing needs

What is deemed as an 'original tenancy'? Is this the tenancy the tenant has signed or are all tenancies updated in line with the current one (dated October 2015)?

What will be the impact on any one living in the household who may not have been recorded on the original tenancy or that the Council have no record of?

Will LBL provide appropriate sized accommodation for families with adult children who want to remain living at home?

If a tenant is overcrowded and moves away from the estate permanently, will their housing entitlement be the same as if they were staying on the estate (e.g. a home that meets their housing needs)?

Does the 'additional bedroom' entitlement apply to everyone or just those with carer needs?

Key Guarantee 3

Rents

Why are Rent and Council Tax values not available when this information is related to property valuations which the Council already has? This will allow tenants to make an informed choice as to whether they can afford the new home (particularly with rises in rents, water rates (meters) and council tax).

Will the Council write annual rent rises (%) into tenancy agreements so that it is clear as to what residents should expect?

What will happen once the 5 year taper for new rents has expired?

Why are tenants not been given the same option of not paying the rent rises for 12 months which will bring the KGs in line with that offered to homeowners and rises in mortgage costs (see homeowner offer- disturbance payments)? This would make the offer 'fair' and in line with homeowners.

Will the Council guarantee equal amounts of housing benefits to cover rent increases particularly if benefit caps directly impacts families.

Will tenants have to pick up the difference between benefits and rents costs (i.e. rent top up) which happens in the private sector?

Key Guarantee 4

Home Loss and Disturbance Payments (KG4 and page 9)

Why are Home Loss payments included as a KG if they are statutory and the Council has no choice but to pay them?

Why has the council introduced the term 'exceptional circumstances' against some advance Home Loss payment when this was not in the original KGs?

Why are tenants not entitled to 2 Home Loss payments if they are in temporary accommodation for more than 12 months (e.g. no longer temporary)? The time limit is in line with Council's

stipulations around 12 months.

How is the term 'Home' defined and by whom?

On the basis of the definition what qualifies as a 'Home Loss' payment?

What is the full list of items actually included under the 'disturbance payments list'?

If a paint pack is provided, will disturbance payments also cover the cost of decoration being done?

Why do residents have to wait 6 weeks for their home loss payment? Why can't they have this at the point of moving into their new homes?

Will disturbance payments cover the cost of transferring Broadband and telephone installations?

Key Guarantee 5

Help to move home

How does the Council define who is vulnerable and who isn't? What measure are used to determine this?

Why aren't older people (who may not consider themselves to be vulnerable) added within this section?

Who pays for tenants' aids and adaptations?

Are these costs expected to be paid from the tenants' Home Loss payment?

Key Guarantee 6

Providing advice and guidance

If the Council can only offer limited support to helping residents move outside of the borough, what exactly is it offering?

If this support to move outside of the borough is not an option due to no agreements between Lambeth and other boroughs - bullet 3 is not a valid guarantee.

Key Guarantee 7

Involving and Influencing

How can tenants be involved in developing the local lettings plan for the new homes?

Why are residents been asked to be involved in more menial decision (i.e. colour of kitchen cabinets, floor coverings, etc.) when bigger questions that they need to influence are not being properly heard or responded to? This was not considered to be 'influencing'.

Will the council guarantee that to ensure residents are not disadvantaged by design that affects utilities and ensure that families are where possible protected from fuel poverty by ensuring that:

- Water supplies will not be disconnected if bills are difficult to pay due to water meters being installed - this will have a particular impact on larger families
- Dual fuel supplies will be provided within the properties (Gas and Electric)
- No long term deal with be made with any fuel companies enabling residents to switch to better deals when they want to
- Central heating systems are individual rather than communal

Westbury (Newman Francis) - tenants

Please find below feedback from the drop in for Social Tenants themed around the new tenancy agreements.

8 residents attended

Methodology: workshop format and discussion. Copies of the new tenancies were distributed and compared to the present tenancy agreement. The new tenancy agreements were looked at page by page. Key differences were explained as well as similarities and residents provided feedback, comments and asked questions. The KGs also featured as part of the discussions.

- is it legal for Lambeth to change the tenancy agreement?
- will HFL provide residents with a new tenants handbook which explains in easy to understand terminology what is expected of residents, what will be provided by HFL (repair service etc), how the new development will be managed
- is HFL registered with a regulatory authority?
- what is HFL's status?
- residents noted that the government is keen to extend RTB to Housing Associations. Is it possible that HFL may need to consider RTB as an option for social tenants in the new development if put under pressure to do this by central government?
- although RTB is being withdrawn will Right to Acquire be an option for social tenants in the new development?
- will the % rent increases in the new properties (spread over 5 years) be in addition to the annual rent increase which already applies to social tenants in the low rise properties?
- who will manage the repairs service, caretaking and day to day management etc? Will HFL have its own staff to carry out the management of the new development? And how will this work if the tower blocks still come under LBL?
- clarification requested from LBL letting residents know about the final number of new properties in the new development as soon as LBL are able to provide this
- clarification needed about transfer arrangements to other boroughs
- clarification requested about how many choices of properties residents will be entitled to under the allocations process?
- questions about pets policy and how this will be enforced. Agreed that residents should not be allowed to keep chickens
- what will happen to residents who decide not to move into Phase 1 but instead request to be moved into a later phase

Westbury (Newman Francis) - leaseholders

6 residents attended the evening session

2 residents attended the afternoon session

Methodology: workshop format and discussion. Copies of the new lease were distributed and compared to the present lease agreement. The new lease was looked at with the key sections explained. The workshop also looked at how the terms and definitions which make up the lease are laid out. The role of a solicitor in checking the lease during the purchase process was also looked at. Key differences were explained as well as similarities and residents provided feedback, comments and asked questions. The KGs also featured as part of the discussions and were looked at page by page.

The lease used for the workshop was a standard lease supplied by LBL (via the HCA) and was a shared ownership lease with rent. Following the workshop NewmanFrancis has requested that LBL provide an example of a shared ownership lease without rent.

The process for reviewing the new leases was also explained.

The key points raised about the new lease were as follows:

- more clarification was needed about Homes for Lambeth (its structure and management) before residents would feel comfortable in entering a contractual arrangement with HFL
- it was felt that the provision of a new 125 year lease was fair (it was explained that Shared

Ownership leases tended to be for 99 years)

- there were questions about the assignments: specifically inheritance
- there were questions about and further explanation was provided about 1st right of refusal (explained that some councils may tend to buy leaseholder properties when they become available)
- there were questions about and further explanation about service charges (variable Service Charges for leaseholders as opposed to fixed charges for social tenants) and how these are calculated
- confirmation was provided about the repairs leaseholders are responsible for
- there was discussion about the potential costs of future refurbishment works as well as NHBC warranties
- residents requested that a shared ownership lease without rent should be circulated
- there were questions about and further explanation about sub-letting, taking in lodgers etc

The key points raised about the KGs were as follows:

- Leaseholders felt that Option B was the only attractive option (residents cited that Option A is unaffordable and that Option C would prove to be very expensive)
- Confusion about references to "the Council" in the KGs rather than Homes for Lambeth which will be a separate but linked entity
- Layout of document needs to be improved: disturbance fees and legal fees should be separated
- Inheritance issues need to be clarified. Residents may want to leave their home to friends who may not be permanent members of the household. The question about whether the zero rent option can be transferred over as part of the inheritance needs to be clarified
- Page 4: More information requested about the range of rent % which LBL/HFL will charge
- Page 7: Residents felt that the clause relating to
- Possibility of leaseholders being able to purchase new homes on the other estates affected by regeneration should be included as part of the KGs as this could be a cheaper option for Westbury residents (due to lower corresponding valuations of the new properties)
- Page 7: residents felt that the clause relating to inheritance was unfair and needed to be improved
- Page 7: more flexibility around the 60% share. Residents requested that this should be lowered so that as many leaseholders as possible could opt for the Zero Rent Shared Ownership option
- Page 16: clarification requested that LBL/HFL will pay stamp duty in full
- Page 16: forwarding of post for a 3 month period was deemed "too short". One year was suggested
- Page 13: residents requested that for vulnerable residents then LBL should pay the full costs of adaptations
- Page 11: questions about when valuations would be carried out for both the existing and new properties - timings etc Requested that much more detailed information needs to be provided in this section
- Information what happens if leaseholders move into temporary accommodation (either by choice or need) to be provided. Would LBL/HFL pay rent in these cases? (Concept of Escrow was explained to residents).
- There could be a section entitled "Your New Home". For example, information about the size of the new homes should be included, ("The new homes will be larger than the existing properties").
- There should be information about Service Charges in the KGs with a guarantee that LBL will aim to keep Service Charges to a minimum
- Disturbance payment should be a lump sum and residents should not be expected to supply receipts etc
- The valuations are still a key issue for leaseholders. Page 4: the undertaking that valuations will be based on the good condition of the structure and fabric of the properties was welcomed by residents. However, there were questions about how this would work and how valuations would take this into account. There was a feeling that this clause needed to be strengthened to demonstrate more tangible evidence that this process would result in higher valuations for the existing properties.