

Barratt Metropolitan Limited Liability Partnership

**London Borough of Barnet (West Hendon Regeneration
Area) Compulsory Purchase Order No 1 2014**

Rebuttal Proof of Evidence

Mr Matt Calladine

12 January 2015

PLANNING INSPECTORATE REF: APP/NPCU/CPO/N5090/74016

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Appendices

Appendix 1 - Adelaide Adams- Summary of negotiations relating to 3 Tyrrel Way

1. Introduction

- 1.1 This rebuttal proof of evidence supplements my main proof of evidence and responds to issues raised by Mr Knowles, the agent acting on behalf of a number of objectors, in his statement submitted to the Inquiry. I only address those issues that were not already directly covered in my main evidence.
- 1.2 Mr Knowles' clients are identified at CDD.05 & CDD.06.
- 1.3 I have set out below a summary of each issue raised (Referring to Mr Knowles's numbering for ease of reference) and then my response.

2. Shared Equity & Service Charges

Summary of Issue Raised

- 2.1 At section 7 of his statement, Mr Knowles deals with relocation and affordability of the Shared Equity scheme offered to existing leaseholders. He states that insufficient Shared Equity properties have been made available, that the Shared Equity properties which have been made available are not generally affordable to existing leaseholders, and that eligibility for Shared Equity should be extended to former Council secure tenants who exercised their 'Right to Buy' since 2003.
- 2.2 In addition, he states that the service charge for the new properties will be very high, and no details have been provided in respect of the proposed service charge subsidy, as set out in the original Pledge.

Response Overview

- 2.3 The Shared Equity offer to eligible long leaseholders has been formulated by the Council and the Developer in addition to their statutory compensation entitlement. It is an important part of our re-housing strategy, and addresses concerns regarding retention of the existing community on the estate.
- 2.4 The Shared Equity scheme originates from the Pledge and is open to resident leaseholders who acquired their properties before the announcement of the Regeneration Project in 2003.
- 2.5 There are 34 estate long leaseholders within the Order. Based on current information, we believe 22 are eligible for a Shared Equity property including 19 clients of Mr Knowles. MHT has written to all 34 leaseholders inviting them to discuss the Shared Equity option. 9 leaseholders have expressed an interest in Shared Equity properties as at today's date.
- 2.6 The Developer's experience of other schemes within Barnet is that approximately 25% of eligible leaseholders are likely to take up a shared equity option. I understand that the Council's experience across Barnet is that on estate renewal schemes, up to 50% of eligible leaseholders may take up a shared equity option.
- 2.7 Based on this experience, the Developer has identified an initial allocation of 10 properties within phase 3a for potential Shared Equity purchases.
- 2.8 The Developer is committed, by the PDA, to provide shared equity units to any additional leaseholders who are eligible for and wish to acquire such a unit. This provision will be made by reallocating units constructed for private sale.

- 2.9 To participate in the scheme Leaseholders must purchase a minimum of 50% of the new property, and must invest all of the market value and home loss elements of their compensation entitlement, even if this exceeds 50% of the value of the property.
- 2.10 Under compulsory purchase compensation legislation, the leaseholder will additionally be compensated for disturbance costs and will be reimbursed for reasonable professional fees incurred.
- 2.11 In section 9 of his statement Mr Knowles compares the leaseholder contribution with those required for other regeneration schemes. There is no statutory basis for shared equity schemes; accordingly all schemes differ, depending on the circumstances of the overall project.
- 2.12 The most recent purchase offers made by Capita on behalf of the Council include goodwill payments in addition to the compensation provided by the Statutory Compensation Code. On the basis of these offers, and the average sale prices of the allocated Shared Equity units, 90% of eligible leaseholders are likely to be able to combine the market value, home loss and goodwill elements offered to reach 50% of the purchase price of a new Shared Equity unit.
- 2.13 I cannot comment on the affordability of Shared Equity units for individual leaseholders, as this will depend on their own particular circumstances. As outlined at 2.15 below the Developer is prepared to consider applications for Shared Equity from leaseholders on the Estate who do not meet the Shared Equity scheme criteria, but consider that their individual circumstances should be taken into account.

Reponses- Shared Equity, Eligibility

- 2.14 Mr Knowles raises a particular issue in relation to his client, Mr Waters of 52, Franklin House. He has apparently lived in his property for over 10 years, and Mr Knowles states that he exercised his Right to Buy in 2007, although Barnet Homes and Land Registry records show a completion date in 2004.
- 2.15 Whilst Mr Waters does not meet the published eligibility criteria for Shared Equity, the Developer is prepared to consider applications for Shared Equity from leaseholders on the Estate who do not meet those criteria but consider that their individual circumstances should be taken into account.
- 2.16 The Developer will therefore contact Mr Waters and his agent to discuss his individual circumstances and the possibility of offering him a shared equity unit.

Response-Shared Equity, Ground Rent & Service Charge

- 2.17 It is true that the ground rent and service charge for the Shared Equity properties will be higher than that of the existing units. However, when considering the differential, it is

important to appreciate that the ground rent and service charge are presently artificially low compared to modern estates, in part due to the impending regeneration proposals and the limited extent of services provided.

- 2.18 In addition, when considering overall affordability, account needs to be taken of the fact that, should the Order not be confirmed, major works would be required to the existing Estate. The cost of these to leaseholders would be likely to be significant, whereas for the new-build properties the maintenance costs will be much less.
- 2.19 In addition, the shared equity units will benefit from a longer lease than that currently held by the leaseholders, and the new ground rents will be comparable to those of similar flats elsewhere.
- 2.20 The Developer remains committed to providing a subsidy for the service charge to reduce the on-going cost to residents. The details of this are presently under discussion between the Developer and the Council. However, the over-riding principle of mitigating impact on existing residents remains.

3. Lack of Houses & Maisonettes within the Scheme

Summary of Issue Raised

- 3.1 Mr Knowles in section 9 of his evidence states that the Regeneration Project no longer includes houses or maisonettes.

Response

- 3.2 The illustrative Masterplan (CDB.04) includes 33 Houses and 290 maisonettes, of which approximately one third are affordable homes. 13 houses have already been constructed as part of Phases 1&2. Many of the houses within the 2008 Permission were included to enable the re-provision of the existing houses in Ramsey Close. As Ramsey Close is now not included in the Regeneration Project, this replacement provision is no longer required. There are ten existing houses now remaining on the estate to be demolished, of which seven are privately owned freehold and one is occupied by a Barnet secure tenant. The remaining two are owned by the Developer.
- 3.3 10 maisonettes have been allotted to Council secure tenants in phase 3a which is currently being constructed.

4. Employment and Training

Summary of Issue Raised

- 4.1 Mr Knowles in section 9 states that the Developer is no longer providing an employment and training agency for local residents.

Response

- 4.2 At the time of the original Pledge, the provision of an employment and training agency was considered usual and good practice. Over the 12 years since, this has changed, and the employment and skills teams within councils now tend to request other measures from Developers to facilitate and encourage local jobs and training.
- 4.3 Thus the Section 106 Agreement [**CDB.36, Schedule 3 page 51**] provides for the Developer to make a contribution of £519,000 during the implementation of the 2013 Permission towards employment and training of local residents.
- 4.4 In addition, the Developer is obliged (**CDB.36, Schedule 3 page 51**) to provide information and liaise with the Council on the following matters:-
- Forecast of skills and jobs requirements for each Phase
 - Details of local contractors and sub-contractors providing goods and services for each Phase
 - Monthly reports detailing job vacancies in advance of these being advertised outside the Borough

Summary of Issue Raised

- 4.5 Mr Knowles also states in section 9 that the 2002 consultation stated that Estate residents would be prioritised for construction jobs, and that this has not happened.
- 4.6 This commitment did not form part of the Pledge. However, as set out above, the Developer is working with the Council to encourage and facilitate local training and employment opportunities from the Regeneration Project.
- 4.7 I can confirm that a recent informal survey indicated that around 21% of workers engaged in construction activities on the Estate live in the NW9 or immediately surrounding post code areas.

5. Current Construction works

Summary of Issue Raised

- 5.1 At section 11 of his statement, Mr Knowles comments on the impact of on-going construction works, primarily focusing on the works adjoining 1-16 Tyrrel Way. He states that a number of residents have raised concerns in respect of the effect of this construction work and lack of mitigation of their effects on residents.

Response- Overview

- 5.2 The works adjoining Tyrrel Way relate to the construction of part of phase 3a of the Scheme, which is taking place outside the Order Land.
- 5.3 In common with all major construction projects, the impact of the construction site is managed via the local authority, with the Developer having been required, as part of the 2013 Permission, to agree the following:
- CDB.28 – Sitewide Construction and Environmental Management Plan
 - CDB.30 – Construction Method Statement (Phase 3a)
- 5.4 These cover (amongst other things):
- Working hours
 - Dust suppression
 - Control of noise.

Response- Working Hours

- 5.5 In accordance with London Borough of Barnet Construction Guidance 2006 construction working hours are restricted to the following:
- Monday to Friday: 8am – 6pm
 - Saturday: 8am – 1pm
- 5.6 As is common practice, site set up and non-construction activities are permitted outside core working hours. Occasionally the need arises to undertake specific tasks outside of core working hours, such as the arrival of oversize deliveries, where large vehicles must be off public highways between specified hours. When this need arises it is agreed in advance with the Local Authority and the residents are informed.
- 5.7 A limited number of instances of working outside core hours have occurred where, for example, there is a need to complete part finished tasks. Typically, this might involve an additional 15-20 minutes working post 6pm. It is in the nature of construction work for a

major project such as this one that such circumstances cannot always be foreseen, and procedures are in place to minimise instances of this occurring.

- 5.8 These procedures include not permitting concrete deliveries after 5pm and additional site/staff briefings. Daily operations are also checked by relevant site managers to ensure subcontractors' daily operations are achievable within the permitted working hours.

Response- Dust Suppression

- 5.9 The following activities and mitigations are included in the agreed construction plan and method statement to reduce the creation of dust, and are being undertaken on site:

- Demolition – Dust screens and water suppressants are used where necessary, and where reasonable all operations positioned to ensure dust is retained within the development.
- Vehicle Movements – Wheel wash and Road Sweepers are used when necessary.
- Mechanical dust extraction is used where possible.
- Window washing of affected properties has been undertaken twice and will be offered again at the end of January 2015.

Response- Control of noise

- 5.10 Mitigation of noise includes:

- The use of the quietest plant that can be used for the task.
- Use of non-driven piling
- Instructing workers to minimise site noise.
- Brick / Concrete Cutting – A screened acoustic enclosure is setup when required.

- 5.11 The Developer is a member of the Considerate Contractors scheme, a national voluntary scheme set up by the construction industry to improve its image.

- 5.12 The scheme is concerned about any area of construction activity that may have a direct or indirect impact on the image of the industry as a whole. The main areas of concern fall into three categories: the general public, the workforce and the environment.

- 5.13 The latest score from a Considerate Contractors audit undertaken in November 2014 showed the scheme was ranked as Excellent.

Response 1-16 Tyrrel Way

- 5.14 It is true that the impact of the construction works is greatest for the residents of 1-16 Tyrrel Way. The Developer has therefore implemented an "essential deliveries only" policy on Friday afternoons to minimise the impact resulting from delivery vehicles passing along the highway in front of these properties.
- 5.15 Council tenants within 1-16 Tyrell Way are currently being decanted, with non-secure tenants relocated off site. The Decant Strategy is explained in the evidence of Mr Shipway (Para4.1-4.21 pages 10-12). Secure tenants will be decanted into the new block G, on Telford Road in March 2015.
- 5.16 Capita acting on behalf of the Council are seeking to negotiate the acquisition and relocation of resident leaseholders whilst the Developer is also discussing Shared Equity products with the leaseholders.
- 5.17 The Developer has provided contact details for site management to residents, and any particular issues should be raised with site management and the West Hendon Regeneration Partnership Board RPB so that these can be addressed.

6. Adelaide Adams

Summary of Issue Raised

- 6.1 Mr Knowles at section 11 of his statement has raised a particular concern in relation to the impact of construction on Mrs Adams due to her medical condition.

Response

- 6.2 Glynis Walker (Adelaide Adams' daughter) first wrote to the Developer in regard to this issue on 2nd June 2014. The table at Appendix 1 provides a summary of correspondence and meetings with Adelaide Adams, her agent and daughter.
- 6.3 As can be seen at Appendix 1, on 24 June 2014 Mr Knowles asked for his client to be rehoused temporarily at the Developer's expense whilst retaining the status of an owner occupier, prior to agreement of the compensation payable, with Mrs Adams then retaining the ability to relocate back onto the Estate based on continuous owner occupation.
- 6.4 This was considered by the Developer but concerns were raised within the Developer's team regarding the impact on Mrs Adams of a double move, and the need to agree compensation levels as soon as possible in order to provide Mrs Adams with financial certainty on which to make her plans.
- 6.5 Following discussion with the Council and Developer, and in acknowledgement of Mrs Adams' particular needs, Capita made an offer to acquire the property immediately. This offer of settlement was based on statutory compensation entitlement and took account of Mrs Adams' medical circumstances, the need for special adaptations to be made to a new home, and provided her with the opportunity to relocate as soon as possible. This offer was rejected by Mr Knowles.
- 6.6 In Mr Knowles' evidence, he states that Mrs Adams' key concern is that her compensation should be based on her being an owner occupier even if she temporarily relocates during the construction. The Developer had previously understood that Mrs Adams' priority was to relocate as soon as possible to avoid the construction impact. The request to be treated as an owner occupier was made jointly with a request to be temporarily rehoused at the Council's/Developer's expense on 24 June 2014. Due to her circumstances, the Developer and Council are happy to confirm that Mrs Adams will be treated as an owner occupier should she temporarily relocate.

Declaration:

I believe that the facts stated in this proof of evidence are true

Matt Calladine