



Shared owner and leaseholder resident Q&A

Wednesday 27 April 2016



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Organisational Structure

We understand that Triathlon Homes is a joint venture between the private and public sector. There are three equal partners – housing associations East Thames Group and Southern Housing Group and urban development and investment company First Base.

TH is a Limited Liability Partnership, a joint venture partnership between East Thames Group (ETG), Southern Housing Group and First Base; the partnership was formed in 2009. TH owns the leaseholds (for the internal demise) on 1,379 units at East village (324 Shared Ownership/79 Shared Equity/5 Lease Holders). The three partners have equal equity stakes in the venture.

The partnership Board has three reps from each agency and an independent Chair.

The East Village development scheme was subject to a Section 106 Planning agreement relating to mixed and affordable tenure; and we received grant aid from the Homes and Communities Agency so TH is subject to the terms of a Grant Agreement.

The other 1,439 properties in the village are owned by Qatari Diar Delancey and are managed on their behalf by Get Living London.

Could you provide more information on the structure of the team?

- **How many employees do you have?**
- **Are there dedicated onsite teams that handle the various service offerings provided to residents or are these sub contracted to the partners that comprise Triathlon Homes?**
- **From our experience, it appears that East Thames Group provide the bulk of the services to residents - is this accurate? And if not,**

what involvement do Southern Housing / First Base have in the provision of services to residents.

Bernadette O'Shea (MD) is the sole employee of TH.

All TH services are delivered through contractual arrangements:

- Housing Management and maintenance services are delivered by East Homes Services Limited (part of the ETG group) who themselves have contracted with Interserve Facilities Management (IFM) for day to day repairs and maintenance services. There is a dedicated housing management team based at the East Village (1 Operational Manager/ 2 Village Managers/ 1 Technical officer/ 1 Lettings officer/ 2 Support officers/ 1 Business support officer and 1 Receptionist) with specialist support from ETG including the one-stop contact centre; income collection team, sales and homeownership team, property services (repairs and maintenance), and communications team.
- Management of the defects process is with Defects limited.
- Financial services are provided by Southern Housing Group.

Who are the key contacts that we as residents should be aware of?

All day to day matters should be referred to the TH managing agent East Homes Services Limited (East Homes) regardless of the topic. East Homes runs the contact centre and is responsible for processing demands, payments, enquires, and complaints. The only exception to this is for security matters on the estate, these should be directed to EVML on 020 8221 7013 (24/7 service).

For information only

- Bernadette O'Shea, Managing Director
- Jacqui Ferguson-Allen, Operational Manager, East Homes
- Abdul Haque (West) Jyoti Parmar (East) Village Managers

Similarly, could you provide more information on EVML and the services you provide to the village and residents?

East Village Management Limited (EVML) was set up under the Framework Agreement between the Olympic Delivery Authority (ODA) and Triathlon Homes LLP. EVML's purpose is to provide communal estate management services to the East (formerly Olympic) Village, which include the following:

- Mechanical and Electrical Plant and Equipment Maintenance – Lifts, Electrical Distribution, Water Quality etc.
- Systems Maintenance – Access Control, CCTV, Car Park Gates, TV and Satellite etc.
- Fabric Maintenance – Cleaning and Maintenance of all hard surface areas etc.
- Soft Services – Cleaning, Landscaping, Pest Control, Window Cleaning etc.
- Window Maintenance
- Management for the provision of Utilities
- Health & Safety and Environmental Management
- Security – CCTV Monitoring, Fire Safety Management, Patrolling of Estate Areas
- Management of all Estate Areas (External to plot courtyards, Get Living London Cost only)
- Behind the Front Door Handyman Services (Get Living London only)

EVML is constituted of members whose voting rights are determined by the number of units the members own or have a long term interest in. Following the completion of the Agreement for the Sale and Purchase of Stratford Village Development Partnership Limited (SVDP), Qatari Diar Delancey (QDD) have 51% share and Triathlon Homes has 49% share of EVML, the TH share is diminishing as Shared Owners staircase 100% and they become 'members' of EVML

EVML has a contract with Broadgate Estates (BEL) to provide management services expertise including financial, logistic, procurement, technical advice and health & safety.

What is the structure of your team?

EVML comprises the following teams:

- Two (Plot / Block) Estate Teams (East and West) providing cleaning, waste management services, fabric maintenance, window cleaning. Each Estate Team comprises 13 team members.
- Facilities and Office Management – Core Management Function, Reception and Back of Office. This team comprises 12 team members.
- Estate Services – Grounds Maintenance of the external areas (QDD Funded). This team comprises 7 team members.
- Security. This team comprises 13 team members.
- Anti-social behaviour services (Community Engagement team). This team comprises 4 team members.

How many employees do you have? Are they all based on site?

EVML has 61 employees, all of whom are based on site.

We hear a lot about Ideal and Interserve, are these part of EVML or subcontractors that you employ to provide some of the services you offer residents.

Interserve is the TH internal demise contractor (behind the front door) and Ideal Group are the preferred Contractor for the DCMS Defects Team (more detail on defects is set out below). In some areas of service delivery Ideal Group are also used by Get Living London.

Who are the key contacts that we as residents should be aware of in EVML?

EVML does not have a customer facing facility for East Village, all enquiries or matters relating to the external demise must go via the East Homes customer contact centre for TH residents and to Get Living London for all QDD residents.

Richard Harbard is the Estate Director for EVML.

East Village is a very unique housing development with many stakeholders involved in the day to day running of village.

Where does the remit of the landlords end and EVML begin?

The split between remits is wholly related to the legal agreements and the split between internal and external demise. For clarification windows and balconies (but not the surface of the decking) are the responsibility of EVML.

In many cases residents seem to have been directed to EVML with regards to particular issues despite the fact their contractual relationship is with Triathlon.

This should not have happened. As stated above all resident requests should be directed to the managing agent (East Homes for TH residents and Get Living London for QDD residents)

How is the interface between the various stakeholders managed? i.e. are there regular meetings between Get Living London, Triathlon and EVML to discuss issues and collaborate wherever possible?

At the operational level there are regular meetings between EVML/EH/Get Living London to deal with a variety of operational matters (security, communications, neighbourhood issues, casework concerns).

There are also two monthly liaison meetings; one that deals with operational matters and one that deals with strategic oversight. These meetings are attended by TH/QDD/Get Living London/EH/EVML.

There is also a meeting of a broader group of stakeholders called East Village Information Exchange (this includes the Academy/ Health Centre/ Local Authority/ODA and the above partners). This was meeting quarterly but is now meeting half-yearly.

Defects, Repairs and Maintenance

There has been a lot of confusion around the defects period and the inspections that took place over the past few months:

Can you provide more information on the Defects period as whole?

There is a 2 year defects period in place that commenced for TH from the date of handover for each plot. Featured below are the dates which each plot defect liability period comes to an end:

N09	20/11/15
N10	20/11/15
N13	20/12/15
N26N	10/02/16
N26S	3/03/16
N14	3/03/16
N15	25/03/16
N02	31/03/16
N01	22/04/16

N07	Two possession notices for different Blocks A and B – 1/5/16 Blocks C and G – 9/5/16
N03	13/06/16
N04	23/06/16

Why was this necessary, shouldn't the flats have been inspected and repaired prior to going on sale?

It is standard practice when buying a new home to have a two year defect liability period as part of the build programme, this is to ensure the developer remains liable for any defects that are not identified or visible prior to handover.

During this two year period any fault identified in the internal demise that can be defined as a 'defect' as opposed to a 'repair' is referred back to the original developers agent to remedy (this has been overseen by Dept for Culture, Media and Sport (DCMS), the successor authority to the Olympic Development Agency. TH contracted with Defects Limited (DL) to manage this process on its behalf.

Customer calls that were made to East Homes about defects were passed to Defects Limited for assessing and then onto the DCMS agent. DCMS used 'Ideal Group' as the contractor to deal with the majority of these matters (all those at a value of less than £500) more serious defects were passed to the original development contractors for action. All of this is standard practice in the housing sector.

At the end of the two year period, TH commissioned DL to work with DCMS to visit all the rented properties (with an offer to SO to do this in your homes as well) to complete the End of Defects checks. This work is just coming to an end (mid-June). DCMS are pushing to get all these remaining jobs done by the end of August.

All the external demise defects matters were identified by EVMML and passed to DCMS for rectification. This includes window defects. EVMML have used a specialist contractor to work with DCMS to review window problems and determine if these are 'defects' or user error/repairs.

You should also be aware that there is a 'latent defects' liability period for 8 years after the end of the defects period, this provision is run by the National House Building Council. As set out in your lease, any Shared owner concern relating to a latent defect should be referred by you to the NHBC.

What were the criteria for determining whether something was a defect or down to user error? Was there any guidance on what constituted a defect?

Guidance to determine what is and what isn't a defect was discussed, drafted and agreed between all parties prior to handover. This has been further refined over the last two years.

What should residents do or who should they contact if:

A defect was agreed on inspection but has not yet been resolved

Continue to pursue through the TH managing agent East Homes.

They want to dispute a finding that a particular issue was not a defect

Discuss with the TH managing agent East Homes.

Details of complaints process if still not satisfied

Discuss with the East Homes (TH managing agent) and if necessary escalate through the available procedure.

Why did different blocks have different deadlines for the expiry of their defects period?

As per the dates provided above, blocks were handed over to TH at different times and therefore have different end of defects period dates.

During the defects inspections, reports were made by the inspectors – who were these sent to and whose responsibility was it to get these defects resolved?

For TH, all defects have been identified by 'Defects Limited', who has then raised the defects with the 'DCMS Defects Team' for resolution. Where a defect has been accepted by the DCMS Defects Team, it is for them to resolve.

Now the defects liability period has ended, I think greater clarity on what Triathlon do and don't fix /support and who to contact for what type of problem is critical.

We are in the process of compiling a handbook for our shared owners and leaseholders which will include all of the above. This will be made available to EVRA for feedback prior to printing.

Windows and balconies have been a major issue for many residents – we would like to have clarified who is the owner and therefore responsible for maintenance and repair of windows and balconies.

From the lease, Block Services, EVML is responsible for renewing, repairing, maintaining, decorating or otherwise treating, rebuilding, replacing and keeping free from and remedying all defects whatsoever and cleaning the main structure and exterior including the roofs, foundations, doors, lifts and lift machinery, windows, window frames and window furniture and balconies of the block.

From the lease, Plot Services, EVML is responsible for renewing, repairing, maintaining, decorating or otherwise treating, rebuilding, replacing and keeping free from and remedying all defects whatsoever and cleaning the main structure and exterior including the roofs, foundations, doors, lifts, and lift machinery, windows, window frames and window furniture of all buildings and works on the Plot not in the Block Services.

Some residents have been informed that Triathlon/EVML own the structure of the balcony but the residents own the decking?

As per the lease Schedule 1 (3) 'The Premises do not include: the glass in the windows, and the whole of the window frames of or in the premises; and all window furniture; and the slabs, columns and all structural parts and the screens, fences, walls, balustrades and the glazing panels of the balconies'. Residents are responsible for 'the surface of the floor coverings of the balconies' this means keeping clean and maintaining the decking.

While others have been told that Triathlon/EVML own the entire structure and residents simply have "access" to the balcony

See above.

Which statement is accurate? Who is responsible for repairs?

As above, EVML is responsible for repairs to the structure, unless the damage or maintenance issue is attributed to misuse; in this instance residents will be required to cover costs of rectification via EVML specialists.

Where windows are concerned, many residents are suffering from poorly installed window frames and faulty parts (i.e. hinges) resulting in draughts. This has nothing to do with misuse or user error. How are these issues being addressed?

Many of these issues have only been identified to EVML at the end of respective plot 'end of defect' period inspections. These issues have been documented and EVML's Window Maintenance Team are being scheduled to attend all apartments where such issues have been identified, with a view to resolving or providing advice on further action or rectification.

What criterion is being applied to classify them as defects or user error?

Who is responsible for repairs?

DCMS have used specialist advice to determine the classification; this is set out in a scheme applied by the defects team. If an issue reaches EVML, it would not have been accepted as defect and therefore it is for EVML to resolve, misuse will always be determined by a specialist outsourced contractor. EVML are responsible for all repairs that are not defects.

As windows are structural in nature and form part of the façade, are they covered by the 10 year buildings insurance?

Potentially, but only where the issue is of a latent defective nature. All defects should have been identified through the defect liability period.

Can you provide a list of manufacturers & the respective warranties on these windows? Without this residents may be held liable for repairs that are still under warranty.

Such warranty information is not held by EVML, contractual arrangements of this nature were placed between the ODA and respective contractors at the time of construction. For all TH latent defects, claims will be made against the Developer, Stratford Village Development Partnership (SVDP). Under the terms of the lease and sales agreements Shared owners are responsible for pursuing these through contacting the NHBC.

What is your policy on compensation for those residents who have had to face high heating bills through no fault of their own, as a result of poorly fitted, draughty windows and balcony doors? – EVML does not have a compensation policy; you can use the TH complaints process through East Homes.

According to section 3.4 of the Residents Handbook, and concerning the MVHR Ventilation system, it is the "Landlord's responsibility" to "arrange for the whole unit to be periodically serviced in accordance with the manufacturer's recommendations."

The Residents Handbook was prepared by the ODA in advance of sales to shared owners and is not a legally binding document (see Page 5 note). The MHRV is a system demised to the individual flats; it is essentially an advanced extractor fan. There is a system of communal pipes and ducting which the landlord will maintain however the individual system within the internal demise is the leaseholder's responsibility. The maintenance is relatively straight forward, leaseholders should remove the filter, remove the dust, preferably with a Hoover and reinsert, and we will publish a video on how to do this.

If leaseholders are concerned about the performance of their unit, we are able to provide a one off service with Vent Axia the original manufacturer – this can be arranged through East Homes. We recognise our original material was misleading; we would like to apologise and will shortly cascade new information relating to the system.

Will Triathlon be arranging the servicing of the ventilation units? If not, why? And who should residents contact for repairs and servicing

As above, it is best for the leaseholder to carry out this service themselves, however if anyone is concerned there is an option to pay for a one off service

through ETG with the original manufacturer. All enquiries should go through East Homes.

Would it be possible to see documentation regarding the warranty on the MVHR Ventilation system and records of servicing since installation? Without this residents may be held liable for repairs that are still under warranty.

Generally systems such as the MHRV's are under warranty for a two year period, we have copies of the installation certificate which sets this information out which can be shared in our revised guide to your home.

We understand that all East Village apartments are connected to the Queen Elizabeth Olympic Park District Energy Scheme supplied by East London Energy.

East Village is served by a centralised energy service provided by ELE and serviced by ENGIE. There are three tiers of responsibility:

- Primary (the source of the energy/heat)
- Secondary (the infrastructure that takes the heat from the plant to the home, this includes some elements within the home specifically the heat exchange unit)
- Tertiary (the parts of the heating and hot water system inside the home)

The Primary and Secondary elements are the responsibility of EVML and any matter relating to their failure should be reported to the TH managing agent East Homes.

The Tertiary elements are the responsibility of shared owners, any problem arising from these elements will need to be managed by the household. A first point of advice would be from East Homes.

Hot water and heating

Who should residents contact in the first instance if there is a problem with the hot water and heating in their flat?

In the first instance call East Homes. We provide an emergency only service via Interserve to S/O. This service is to make safe only – i.e. a water leak would be stopped. The call centres will provide the caller with the contact number for East London Energy who can provide a chargeable repair service.

Where does the remit of ELE end and Triathlon begin?

As above.

Can you provide residents with a guide of what to do if they wake up and have no hot water, including who to contact, who is liable for the costs for and what service levels should be expected e.g. weekday, weekend etc.

As above.

Who is responsible for the maintenance and repairs of the Elson boilers – ELE or Triathlon?

As previously noted the lease places no obligation on TH to service the Elson unit, ELE will shortly release a maintenance and service package which leaseholders can opt into.

Will there be an insurance policy set up for the boiler like the one present for white goods.

We would be happy to investigate this as a fee based service to shared owners.

Would it be possible to see documentation regarding the warranty on the Elson Boiler and records of servicing since installation? Without this, residents may be held liable for repairs that are still under warranty.

As above, we can provide installation certificates which will set out the terms of the warrantee, these will generally be valid for two years. As per the terms of the lease we advise leaseholders organise for a service inspection, either with ELE or a provider of their choice. We can publish further guidance on how best to go about this.

A variety of people have reported abnormally high ELE bills on the facebook groups, including customers who have followed the heating instruction video to turn off their heating, is it possible to have someone from ELE to inspect the system and ensure that everything is functioning correctly, or what other steps would you recommend that they take.

These issues should be taken up with ELE directly, ELE have confirmed that they are proactively and reactively investigating consumption/high bill issues. Any customers with concerns of this nature can contact them directly.

Will you be able to provide a list of EV 'approved or certified' tradespeople, that have the relevant expertise to deal with our electrical, plumbing, heating, lighting systems should anything go wrong?

We can confirm to you in our new resident manual the best way to go about maintaining the key pieces of kit in your home; this will include options of providers.

As the blocks have moved out of the defect liability period all parties have been working together to establish, through the lease documents, who is legally responsible and also best placed to deliver ongoing maintenance to customers. We regret that our original handbook was not always tailored in the way that we would now expect, for our leasehold customers, we would like to sincerely apologise for this. We will shortly publish fresh guidance, based on legal and technical advices which will ensure leaseholders are informed on how to maintain their property following the defect liability period.

Service Charges / Rent

Would you be able to provide us more information on how the service charge is calculated?

Yes, attached is a detailed table with all the elements in the charge. As per the head lease agreements, the calculation includes an element for plot and an element for block charges. As we progress through the year every penny that is spent is recorded and allocated to the appropriate plot/block. EVML can only charge for allowable items. Residents are sent estimates for spend in advance of the year and then a final audited bill later in the year confirming the actual spend in the previous financial year.

Who determines the service charge budgets? Can you explain the relationship between EVML, Broadgate Estates Limited and Triathlon in relation to setting the budget?

EVML Executive Committee Members prepare the Service Charge budget, which is then approved by EVML Board Members. Broadgate Estates provide budget and accountancy support to prepare and distribute the East Village budgets for EVML Board approval.

Broadgate Estates specialist advice is also sought to assist with ensuring service charges are kept economically competitive. This includes benchmarking.

What is the process for questioning items that are covered by the service charge? Is there a procedure in place to challenge or conversely add items that are covered?

In October of each year EVML/TH/QDD meet to review and set the budget for the forthcoming year. We review the costs line by line to ensure value for money. The charge includes a contribution to a 'reserve fund' this fund will provide the finance to cover major maintenance projects in the future. Residents are entitled to raise questions and seek clarification about their charges. All enquiries should be directed to East Homes.

Could you elaborate on what the EVML Management Fee and Reserve fund relate to?

The EVML Management Fee is the cost for services provided by Broadgate Estates. The Reserve Fund comprises an EVML Board approved sum, set at a percentage of the overall service charge. The Reserve Fund percentage is established based on initial assessments of Mechanical & Electrical Plant and Equipment, Systems and Fabric life expectancy and costs for replacement. A Long Term Asset Replacement (LTAR) Plan, which will more accurately predict life expectancy of respective areas, is being prepared by Broadgate Estates over the coming year or so.

Many residents have faced service increases of over 10% year on year will you be able to explain the justification for this?

There were some adjustments made to service levels in the first two years of the scheme resulting in increased charges in year one and two of the scheme, plus in these years TH absorbed the VAT costs; the VAT costs were passed

onto residents in 14/15 and 15/16 and did result in higher charges. We would expect to see this level out in the next years and the increases be contained to RPI +0.5% (as an average).

Would you be able to provide more information on how the rent is calculated and how rent increases are determined?

The rent level policy for Triathlon Homes are set out in the HCA grant agreement and the Section 106 agreement. We increase the rent element of your charge by RPI + 0.5% each year based on the RPI figure published for September of the previous year.

Staircasing/Selling/Remortgaging

What are the exact steps involved in the Staircasing, Selling and Remortgaging process?

Staircasing

- The property needs to be valued by a RICS qualified surveyor; the valuer must be instructed by Triathlon Homes however the leaseholder can choose the valuer to be instructed from a panel provided.
- The leaseholder will be liable for an administration and valuation fee. The administration fee does get refunded if the matter completes.
- Once the property is valued, a copy of the report is sent to the leaseholder along with a letter confirming the salient details. The report is valid for a period of four months.
- The leaseholder will then contact their existing lender, a new lender or an Independent Financial Advisor (IFA) to seek further borrowing to fund their purchase (or can use cash if they have savings available).
- If the leaseholder is looking to buy an interim share they will be subject to a financial assessment to ensure they meet the affordability criteria

for the new share owned; this does not apply if the leaseholder is staircasing to 100% ownership.

- The leaseholder will need to instruct a solicitor to act on their behalf, once instructed they will need to submit an Intention to Proceed Form.
- Once an Intention to Proceed Form is received, Triathlon Homes' solicitor will be instructed on the matter.
- Triathlon Homes' solicitor will correspond with the leaseholder's solicitor in terms of the legal requirements and legal documents.
- Once legal documents are approved these are to be signed by both the leaseholder and Triathlon Homes.
- Once legal documents are signed and held by Triathlon Homes' solicitor and funds are in place the matter will proceed to completion.
- After completion the administration fee will be refunded, the rent account adjusted, DD amended and confirmation of new charges sent to the leaseholder.

Selling

- The property needs to be valued by a RICS qualified surveyor; the valuer must be instructed by Triathlon Homes however the leaseholder can choose the valuer to be instructed from a panel provided.
- The leaseholder will be liable for the valuation fee.
- Once the property is valued, a copy of the report is sent to the leaseholder along with a letter confirming the salient details. The report is valid for a period of four months.
- The leaseholder will need to complete a property information form and intention to proceed form and send this back along with their Energy Performance Certificate (EPC).
- Our Marketing department is then instructed, and a representative from Noga Photo Studios will attend the property in order to take marketing photos and prepare floor plans.

- Once the above is received, live marketing will commence with Triathlon Homes having an eight week nomination period in which to secure a purchaser. Interest is reviewed on a fortnightly basis. Prospective purchasers will contact the seller directly to arrange to view the property.
- Any proposed purchaser will need to be financially assessed to ensure they meet shared ownership requirements
- Once the purchaser has been financially assessed and supporting documents received, both parties will need to instruct solicitors and notify Triathlon Homes of their details for a Memorandum of Assignment to be issued to all parties.
- Once the Memorandum of Assignment is issued all parties solicitors will start the conveyancing process whilst the purchaser will apply for their mortgage.
- Leasehold enquiries are raised and submitted to Triathlon Homes to be answered.
- Legal documents need to be approved, signed and returned to Triathlon Homes' solicitor, in addition Triathlon Homes' solicitor will need to review and approve the purchaser's mortgage offer.
- Once legal documents are completed, the mortgage offer approved both parties will sign their contract and contracts will be exchanged with a completion date being set.
- After completion the rent account will be adjusted to reflect the new ownership and a welcome pack will be sent to the new owner.

Remortgaging

- An instruction form will need to be submitted, along with a copy of the new mortgage offer and current redemption statement for the existing mortgage. The new mortgage offer must state the estimated value of the property.

- Triathlon Homes will review the mortgage offer and redemption statement and will cross match these with records held to ensure the remortgage can be approved.
- If the remortgage application is able to be approved Triathlon Homes will charge an administration fee.
- Once the administration fee is paid, consent will be issued to both the leaseholder and the solicitor acting in relation to the remortgage.
- Once the remortgage has completed the solicitor acting on behalf of the lender is required to serve a Notice of Charge along with the relevant fee payment for receipting this.

Who are the relevant contacts to reach out to?

All enquiries should be directed to East Homes who have specialist staff to deal with these matters (details below)

Cara Brockman, Sales Executive

Tel: 020 8522 4017

Email: cara.brockman@triathlonhomes.com or cara.brockman@east-thames.co.uk

Supported by: Teo Simpson, Sales Executive

Tel: 020 8522 3258

Email: teo.simpson@east-thames.co.uk

All initial enquiries to be directed through 0300 303 7333 or

homeownershipteam@triathlonhomes.com / homeownershipteam@east-thames.co.uk

What are the charges?

There is a scheme of charges approved by TH. These are available on request.

How long does the process normally take?

Each process is different, and every case is different therefore we cannot determine a “norm”. It depends on the purchaser’s solicitor and your solicitor and how quickly they act.

In terms of staircasing, the valuation is valid for a period of 4 months and we would expect the matter to be completed within this time frame.

In terms of selling, on average this could be 12-18 weeks from issue of the memorandum of assignment once a buyer is secured.

In terms of remortgaging, this depends on when documents are submitted to Triathlon Homes. We would anticipate that this would be approx. 10 working days upon receipt of all required documentation.

Where remortgaging is concerned, why do residents have to face more red tape and additional charges with the requirement to fill out a consent form and undergo a further valuation, especially when there is no additional borrowing involved (in particular when other housing associations and their legal representatives in London do not charge to consent in this situation)?

This is a requirement of the shared ownership lease. Any lender will require consent from Triathlon Homes with regards to a remortgage application, in addition if consent is not obtained from Triathlon Homes the lender will not benefit from the Mortgagee Protection Clause (MPC) that is included within the lease.

Any shared ownership provider will need to provide consent to a remortgage application, and the fees and process in place has been benchmarked with other shared ownership providers.

On what basis can Triathlon Homes refuse consent for remortgaging?

If a leaseholder is looking to borrow additional funds, i.e. a further advance and this is not for the purpose of staircasing then Triathlon Homes will refuse an application.

A remortgage should be for a better rate with either the existing lender or new lender only.

Where staircasing is concerned, many residents have complained about the inefficient and slow service provided by the Home Ownership Team and your legal representatives executing the process (i.e. obtain the necessary signatures). These delays had a knock on effect on subsequent steps.

Why are there so many delays, what will you do to ensure residents receive an efficient and professional service?

Yes, it is acknowledged that delays have occurred and we are always seeking to improve the service provided, with another team member coming on board to assist.

It is however prudent to highlight that some matters are not only out of the control of the Home Ownership Team, but also Triathlon Homes' solicitor too.

Historically, the main issue with legal documentation surrounds Deed of Variations. When a Deed of Variation is entered into this needs to be drafted, approval gained from the leaseholders solicitor, mortgagee and in addition Triathlon Homes' own lender, with a "Consent to Dealing" required.

The current timeframe for Triathlon Homes' lender to issue a "Consent to Dealing" is 30 days. All leaseholder's solicitors will be aware of pre-emption rule changes, and although Triathlon Homes' solicitor send out requirements from the outset on a high number of occasions a leaseholder's solicitor is only requesting to enter into such Deed just days prior to completion rather than from the outset. It is not a necessity to enter into a Deed of Variation; hence why Triathlon Homes' solicitor has to wait until this is requested from a leaseholder's solicitor.

Due to the work involved along with timeframe, this will then have a knock on effect with a transaction completion. In these instances, to ensure a leaseholder is able to complete within their valuation timeframe Triathlon Homes' solicitor has recommended the Deed is entered into and completed after completion.

When a Deed is entered into, it also requires two authorised signatories on behalf of Triathlon Homes. We have limited number of authorised signatories and due to their level of role it can take a number of days to get a document signed if there is no availability.

Going forward, Triathlon Homes' solicitor will be seeking to amend their initial communication to leaseholder's solicitor to be clear on the processes and requirements involved should a leaseholder's solicitor wish to enter into a Deed of Variation.

The Home Ownership Team will also be seeking to improve communication going forward in order to manage expectations more realistically and in an improved timely manner.

In addition we will be seeking to update literature provided, making the information more readily available (i.e. online) and including step by step guides that leaseholders can refer to in which they can cross match against to

see how their transaction is progressing; and who they should be chasing at any given stage.

Other Items

Parking has always been a matter of discontent among the shared ownership community; will you be able to elaborate on the Triathlon parking policy?

The bays we acquired are from the grant funding under Section 106, this funding is for social housing and the law stipulates that Section 106 funding is for our social residents.

Parking is not provided automatically for every household. It is important to stress that there is very limited parking availability. Parking spaces will be allocated based on the following priority groups (group 1 receiving the highest priority and group 4 the lowest).

1. Blue Badge Holders
2. Households with more than one child, where both the children are under 10
3. Residents for whom a vehicle is an integral part of their employment; and
4. All other residents who are car user no priority

How many parking spaces are there in entirety in the undercrofts and the village as a whole?

TH have 202 undercroft parking bays in total across the village.

55 Street parking in total, from this 9 bays are disabled bays, for which we do not charge residents. From this we have offered 2 bays to non-social residents.

TH have a separate waiting list for shared owners and IMR residents based on the above priority group.

84 bays are rented from Get Living London for TH residents in total. 19 bays are void currently however East Homes contacted all 19 residents and had a telephone call to discuss the process and sent consent form (many consent forms have been returned already). Get Living London should be contacting these residents week ending 25th April.

How many are allocated to Triathlon Homes and Get Living London respectively?

TH have 202 bays in total (we initially had 204 bays however under lease agreement which Get Living London were able to provide; it was established that TH had 202 bays).

TH 55 street bays.

Get Living London have in total 1055 bays across the village.

What was the process in determining how these were allocated?

As explained above bays were allocated to social residents based on Section 106. All social residents requesting a parking bay were prioritised against the four priority group as stated in the policy.

Why aren't shared owners allocated parking spaces in the Village?

- Section 106 grant funding prioritises for the bays to be allocated to social residents first
- We simply do not have many bays across the plots
- From 1379 properties in total social residents make up 675 properties

- 68 adapted properties ranging from 1-4 beds are in social rented residents with a blue badge and many have applied for a parking bay.
- 4 bedrooms properties are only for social residents (larger family members where car is essential and tend to have more than 2 children under the age of 10)

Can you explain the legal restrictions on allocating parking space to residents i.e. Section 106 Parking Strategy

TH parking policy states under section 4.2.3 (low demand) that where there is a low demand for parking bays for the social residents at that point if there are no interest from social residents the bay can be offered to different tenures.

What is the policy on the following scenarios:

- **Taking a long term lodger (i.e. renting out a room to a particular person for several months at a time.)**
- **Short term room rentals (e.g. renting a room for a weekend on Airbnb).**
- **Subletting an entire flat (e.g. one week Airbnb holiday rental when the SO is away on holiday)**
- **Subletting an entire flat for longer term (e.g. SO gets sent to work abroad for 6 months)**

All of the above are treated as aspects of sub-letting. Subletting is where a resident lets part of their home to a sub-tenant in return for payment. TH will apply the terms of the lease, this does not allow leaseholders to sub-let part or the whole of their property unless the leaseholder has staircased up to 100%, or in the case of shared equity reached the maximum percentage equity for the property. Leaseholders may however take in a lodger with TH written permission.

The policy is in place because TH provides affordable homes which have benefitted from government subsidy in the form of housing grants (covered by the HCA agreement). Therefore the aim is to provide residents with affordable homes to live in; residents are not allowed to make any profit from their home as this would be a mis-use of the public purse.

However TH in certain exceptional circumstances will consider written requests to sublet either the whole or part of a home. Permission may be granted for up to 12 months.

These exceptional circumstances are situations where there is a genuine need. Examples include (but are not limited to):

- The leaseholder has to sub-let the property in order to take advantage of employment/career opportunities, for example a secondment abroad.
- To help the leaseholder in dealing with financial circumstances that could result in them losing their home.
- The leaseholder is a serving member of the Armed forces where their tour of duty requires them to serve away from the area in which they live (a distance of at least 50 Miles) for a fixed period.

We would require evidence of any exceptional circumstances to assess any request.

Based upon our policy, short term lets (via Airbnb for example) either of a room or the whole property will always be prohibited. This breaches the terms of our grant agreement with the HCA and would not meet the criteria of exceptional circumstances.

Meter readings have been an ongoing issue for residents.

Why aren't meter readings taken on a fixed date each month?

With over 6000 electric / water meters to read each month EVML read and record through the month and send data to Get Living London / TH at the end of every month. Frequency of sending data could be reviewed and maybe moved to every two weeks; this may increase the staff requirement which could lead to additional costs.

There is always a large gap between the date on which a meter reading has been taken and when it is provided to residents. (E.g. The recent February meter reading was not provided until March 2nd and when it was received, the date it was taken was 17 Feb)

As above.

Why can't residents have access to their respective water and electricity meters?

Logistically this is difficult to achieve, with the vast majority of meters being located in EVML managed areas where in many cases access will be required to an electrical plant room or riser cupboard where all of a respective blocks services are situated or run through. Alternative options for meter reading are being explored, such as smart metering etc, with a view to making meters / readings more accessible to residents.

With summer fast approaching, what steps are being taken by EVML/Triathlon to ensure that anti-social behaviour in the Village and in particular the courtyards will be controlled and addressed?

EVML Have two permanent and two temporary Community Engagement Officers (CEO) in place for the summer period in order to assist with

Courtyard activity and other related matters. The two permanent CEO's have been busy through the winter preparing a list of community diversion events to deliver to the Village, with funding provided direct from both Get Living London and TH.

Noise and ASB – Costs have been included in the Service Charge to instruct Newham's Noise Enforcement Team to attend site across an 8 (approx.) week period during weekends and peak periods so as to assist with providing a sustainable balance to the community.

Police – EVMML (funded by Get Living London) also now has direct support of two Police Sergeants and twelve Police Constables based on or very near to East Village. The EVMML Security Team are also always on hand to assist.