

**General Meeting between APRA, Residents of Alexandra Park and Solitaire.  
Thursday 24<sup>th</sup> June 2010  
Alexandra House.**

**Introduction:**

Andy Lambert, the Chair of Alexandra Park Residents Association (APRA) opened the meeting, welcomed all the residents and thanked them for attending. He welcomed Cllr Eric Shaw our local ward councillor and gave apologies from Robert Buckland our new local MP who was unable to attend. Andy then went on to outline the rationale for the meeting saying that this was the second part of the process in addressing the issues we at Alexandra Park had faced over the last 3 years, and more recently in the last 6 months with regard to the Landscaping issues. The first part of that process had been in getting a dialogue set up between APRA and Solitaire. Following the Residents Meeting, held on 28<sup>th</sup> May, APRA agreed to represent residents but particularly with regard to the problems with Solitaire. A meeting was held between APRA and Solitaire on the 27<sup>th</sup> May 2010 at which many of the current issues were outlined and discussed. From that meeting, Solitaire agreed to attend a Residents Meeting where they would directly answer questions from residents. APRA agreed to host such an event and invited all residents and Solitaire to attend.

Representing APRA : Andy Lambert (AL) - APRA Chair.

Representing Solitaire: Dominic Gearon (DG) – Divisional Property Manager OM Property Management.

Richard Dendy (RD) – Solitaire Property Manager for Alexandra Park.

Residents had been asked to pre-submit questions to aid in the smooth running of the meeting. A total of 21 questions had been received by APRA.

46 residents attended the meeting.

DG started by outlining his role and responsibilities. He explained that Solitaire had had serious management and resourcing issues and he had been brought in from the OM Group to resolve these problems by restructuring and reorganising the way that Solitaire went about its business. He introduced Richard who had been appointed as the Property Manager responsible for Alexandra Park and would be our focal point for issues. He also said that the working relationship between Solitaire and APRA would be enhanced through the production of a Document known as a Service Level Promise. Effectively this would be an agreement by both organisations as to what was expected in terms of the services, delivery of those services and the standards expected. He also said that APRA would help in the monitoring of those standards and be the focal point between Solitaire and the Residents.

**Pre-Submitted Questions to Solitaire:**

**Question 1:** *Having just received the recent invoice for the variable rent charge, can you please explain the 3 groups, and why no explanation for these groups accompanied the invoices. The groups have not been shown on previous invoices or statements of anticipated charges?*

- DG Replied by saying that every property on Alexandra Park paid the sum from Group 1.

- Group 2 and 3 are only for properties that have shared facilities (Flats or Car ports) of which there are only 4.
- DG also commented that the style of the invoice could be confusing and that this was being looked at by Solitaire.

**Question 2:** *Why is there no percentage share shown on the estimations as on previous documents and as referred to in Richards' recent letter?*

- DG agreed to look into this.

**Question 3:** *Why is it that we have only ever been sent invoices based on anticipated charges and never seen any final accounts or received any end of year adjustments?*

- DG explained that Solitaire had had problems with their accountants. Accounts are now being done in house and sent to external auditors (John Needham & Co).
- DG agreed to send a copy of the certified accounts to all residents.
- Solitaire will review accounts with representatives from APRA.
- DG explained that invoices are based on estimated charges and residents pay in advance and some charges (e.g. insurance) run for different periods.

**Question 4:** *Richard says in his letter that it is essential that payments are received promptly. Can he understand that it is equally essential that charges are clear, accurate and transparent; currently they are as transparent as a brick wall?*

- DG agreed that the communications sent by Solitaire are not clear.
- Solitaire will review the use of the word "Demand" in communications with residents.
- Solitaire will discuss with APRA the invoices and quotes from suppliers with APRA having the chance to adjust or challenge if required.

**Question 5:** *Solitaire have had our cash for the last 6 months and not used it, and worse still caused a major problem on the development. Please explain what has happened to this money. If this money is in an interest bearing account, where is the interest from the last year and what rate of interest have they achieved?*

- DG said that even though there was no ground maintenance there has still been expenditure (insurance, fees etc.).
- DG acknowledged Solitaire had made a mistake with the AP Trust Account and with another in Swindon, resulting in a cash-flow issue and the contractors not being paid.
- DG informed us that there is £28K owing by AP. Not all by residents, but some as void changes by DWH.
- Accounts up to Mar '10 to be produced ASAP by Solitaire. Aiming for no later than end of September.
- DG informed the meeting that the Management Fee has not been taken since April '09.
- DG to investigate whether Housing Associations are paying their invoices or whether any issues exists.
- DG asked that all residents pay their April '10 bill. Credits to be returned on the next bill, due October.
- DG confirmed that Solitaire is currently not undertaking any debt collection.

**Question 6:** *We are a bit stuck understanding the offer to reimburse elements of the management fee as a gesture of goodwill which is in fact money we are entitled to. This in our view is inappropriate language to use.*

- DG confirmed that the Management Fee will be refunded for Oct '09 to Jun '10 as a gesture of goodwill. He was insistent this was a gesture of goodwill.
- ISSUE: He stated on question 5 that no fee had been taken since April '09 – Need clarification.

**Question 7:** *Solitaire say they will refund the monies paid for landscaping in due course I would like to ask whether Solitaire will also be refunding the majority of the management fee they received during the last 6 months. The management fee effectively includes an element of profit Solitaire are entitled to make from providing us with services, as they didn't provide any services they should not be entitled to (at least some of) the management fee!*

- DG: When accounts are produced, refunds will be shown.
- Estimated cost of landscaping £24K ; Actual Cost of Landscaping £17K
- Refund will be for 6months (half) of £17K actual costs.
- DG: Solitaire will send cheque to residents if they would prefer.
- DG confirmed that they have put the contract for landscaping out to tender, using the original spec as a basis.
- DG agreed to liaise with APRA over the details of the contract to be awarded.
- A resident raised an issue about the quality of the work undertaken by Greenscape. AL asked that any resident who believe work is not being done to spec should email him and he would speak to Greenscape. [chair@alexandrapark.org.uk](mailto:chair@alexandrapark.org.uk)

**Question 8:** *Greenscape have to undertake extra 'catch up work' caused by the lack of work in the preceding 6 months. We do not feel that the residents should foot this bill.*

- DG confirmed that there will be no extra costs to the residents of the catch-up work that may be required by Greenscape.

**Question 9:** *During the tender process how are you validating a company's ability to do the job? This question is borne through seeing Greenscape sending one man on nothing more than a domestic sit on mower last week knowing full well the size of the job in hand.*

- Solitaire use only registered Landscaping Companies or ones they have used before, ensuring all required processes and insurances are in place.
- DG agreed to work with APRA on the tenders, ensuring our input.
- AL confirmed that he spoke to Greenscape regarding the recommencement of the maintenance. Greenscape need some specialist machinery to cut the longest grass, something which will be undertaken w/c 28<sup>th</sup> June.

**Question 10:** *The following slide is a document received from Solitaire. The estimated costs for period ending March 2009 were £41,021, actual costs were £29,598. Where is the missing £11,422? Actual charges for period ending March 2009 were admin £11,434, landscaping £15060. Why the sudden jump this year to admin £20,304, landscaping £24,000?*

- DG explained about voids and completion issues with the developers.

- DG informed the meeting that the single page of accounts shown was not the whole picture.
- DG to arrange the entire certified accounts to be sent to all residents.

**Question 11:** *The recent invoice shows £24k for the Landscape maintenance - why?*

*Given that Solitaire uses a smoothing process, then there should be a reduction on this item for last year alone of £8k so in my view this cost should be £8k for the year.*

- Greenscape charged £17.8K for the yearly grounds maintenance. DG informed that the extra (6.2K) was for unforeseen extras, but did admit this was a little too high.
- DG confirmed that APRA would have visibility of invoices before being sent to residents, allowing for challenges or clarifications.
- APRA and Solitaire to review the landscaping plan. This plan was drawn up approximately 8 years ago and needs amending. APRA, if supported by residents could look for enhancements.
- Solitaire to provide the "Master Landscaping Plan" document to APRA. APRA to review.

**Question 12:** *Solitaire insists that residents follow a specific procedure for complaints but they do not adhere to their side of the process. A number of residents have lodged complaints with Solitaire that have not been dealt with. These complaints are now well outside the periods that Solitaire has allotted in its own procedures for response. If they do not conform to their own process how can we escalate and be sure we will get a response?*

- DG apologised to all residents that had lodged complaints and not received a response.
- DG was using this meeting to clear all outstanding complaints.
- Any resident wishing to continue with their complaint should write to Solitaire, copying APRA.
- DG to write to all residents with outstanding complaints with the outcome of the meeting.
- DG brought with him copies of the Solitaire official complaints procedure.
- AL asked DG/RD to acknowledge complaint letters sent by residents.

**Question 13:** *When we do get correspondence from Solitaire, you always treat us as your leaseholders. Let's just get this straight **WE OWN THE FREEHOLD OF OUR PROPERTIES**, apart from the 4 flats. Please change all future correspondence to reflect this point.*

- DG apologies and will feed this back to the office. He understands we own the freehold to our properties and should therefore be referred to as Freeholders. DG explained that the majority of their work is with leaseholders, but he will try and change the mentality of those at Solitaire.

**Question 14:** *Solitaire has clearly accepted that the TP1 is the base document that forms the contract between the individual resident and Solitaire. When will Solitaire implement the enforcement of its commitment in the TP1 relating to the covenants and in particular attend to; Vehicles parked in such a manner that they cause an obstruction into the road by parking at an angle into bays, stop residents parking on footpaths such that footpaths are obstructed, stop the parking of all commercial vehicles, caravans, caravanettes and other vehicles specifically mentioned in the TP1?*

- Solitaire will write to any resident found to be in breach of the TP1, but they will enforce only aspects of the TP1.
- DG stated that the Fixed Rent Charge cannot be used by Solitaire to enforce the TP1.
- APRA asked Solitaire to look for a process by which the TP1 could be enforced. This included a possible "admin charge" for breaches.

- APRA to continue to work with Solitaire on this issue.

**Question 15:** *Solitaire has said it has no objection to the residents having the freehold to Alexandra Park but it does go on to ask if residents are happy to accept the risk associated with this action. If the residents did own the freehold then a company limited by liability would be formed to hold the freehold and this company would appoint competing management companies for the provision of the services required. This is the same process that is conducted in Broome Manor in Swindon where the residents control their own environment and where they own the freehold through their own company. If this can work in Broome Manor why would it not work on Alexandra Park and what is the risk that Solitaire believes that residents at Alexandra Park would have compared to Broome Manor.*

- DG: The freehold is currently owned by Ward/Barrett Homes (DWH/Barret Homes).
- Solitaire hopes that once all the issues are resolved there will be no need for the freehold to be transferred.

**Question 16:** *If Solitaire is happy to support residents in their aspiration for greater control, when will it take the time to confirm how it proposes to support the residents' ambitions and then also support these ambitions with DWH? DWH have previously said that the reason for the block to the residents' ambitions of greater control is Solitaire.*

- DG: OM to look into this.

**Question 17:** *Who does Solitaire believe currently own the freehold of the POS? Does Solitaire believe that DWH have a legal obligation to transfer the POS to Solitaire?*

- DG confirmed the freehold is currently owned by Ward Home (Part of DWH/Barrett).
- DG does not know if Ward/DWH has a legal obligation to transfer the freehold to Solitaire. He will investigate this with Estates & Management (Solitaire).

**Question 18:** *When are we going to get replacement trees for the ones that are dead (or in one known case no longer present!)?*

- Replacement trees will be planted in the autumn.
- AL met with Greenscape to discuss many of the outstanding issues. AL took RD on a site tour.
- A question arose regarding the flowerbeds that are not visible on the site plan and who is responsible for their maintenance. This needs to be investigated by APRA & Solitaire.

**Question 19:** *Estates & Management are under threat of dissolution by Companies House within the next two weeks. As you know we pay the fixed rent of £40 PA to them now as you transferred it over from yourselves. What can you tell us about this issue?*

- DG knew nothing of this.
- DG will ask the question and report back to APRA.

**Question 20:** *In your own documentation you have stated that the Solitaire name will disappear and be replaced by one of the 140 odd company names as shell companies. When, Why and What Name will replace Solitaire.*

- Solitaire is being re-branded as OM. Solitaire will use OM's more robust processes and procedures.
- DG explained that all residents money is kept in a Trust account to ensure it is safe.
- DG will also provide a company structure to APRA.

**Question 21:** *During the last three years we have had a succession of managers responsible for Alexandra Park; all promising they will sort out the problems for us. Yes they have sat where you are and guess what you say the same waffle. Why should we believe you? What makes you different? Have you any real authority to make the changes required?*

- DG is hoping to build a relationship between AP and Solitaire (OM).
- APRA and Solitaire to have quarterly meetings.
- DG will provide to APRA a letter with overview of meeting and timeframes for actions.

**AOB:**

An issue raised by a concerned resident was drivers speeding through AP, especially along Whittingham Drive. AL confirmed that Alexandra House were in the process of having a "Turn Right" sign erected at exit and we were looking at ways of reducing speed. Some of this would not be possible until the roads had been formally adopted.

Residents have also complained to local taxi firms, pleading with them not to use Whittingham Drive as a cut-through to Alexandra House – but have received no support or action from firms. This is a serious issue that APRA will discuss with the Manager of Alexandra House.

**Closing Statement:**

There being no further business AL closed the meeting by thanking Dominic and Richard for attending the meeting and their positive attitude in trying to address these outstanding issues. He thanked the residents and reminded them that APRA is here to help and will do all it can to assist residents with specific issues. He paid special thanks to Andrew Boyd and the staff of Alexandra House for their continued support from for the use of the meeting facilities. AL said he is happy for people to e-mail him direct and will arrange for a contact phone number to be placed on the website so that he can be contacted as necessary. He promised that APRA would maintain a close working relationship and dialogue with both Richard and Dominic but also with Andrew Boyd from Alexandra House and the Management Team from Greenscape. He reiterated to everyone that all we actually want at Alexandra Park is a service, delivered to an agreed standard, at a fair and reasonable price.