

Rents & Other Charges

1. In the Kingsbridge expectations document, it states that rents would not be going up for the new homes. Could you confirm that this commitment to tenants being 'no worse off' means that base rents (excluding service charges) for the same size properties (eg, 2 bedrooms), will be exactly the same in cash terms as rents for tenant's demolished homes?
 - a. What would the rent policy be on these new homes for subsequent years?
 - b. What will the rent setting policy for the new homes be?
 - c. What happens if a tenant is overcrowded and they get rehoused, what level of rent do they pay?
2. There is a commitment on rents but no mention of service charges in the Kingsbridge expectations document. Residents have anxieties about the impact of design or management on service charges will OHG be as open as possible about the costs to the residents of design proposals? What guarantees will there be in respect of service charges? Will you commit to publish estimates of service charges at option appraisal stage, after consulting residents, and a binding cap before any ballot?
3. There is a commitment in the Kingsbridge expectations document on rents but no mention of Council Tax. The Council Tax bands are likely to increase as a result of redevelopment and therefore residents will have a Council Tax increase. Residents will therefore be worse off financially. What guarantees will there be in respect of Council Tax?
4. Can an easily understood comparison be made between tenants' rent statements, as currently broken down at the options appraisal stage, with the actual proposed future rents and service charges before individual re-housing decisions have to be made? Would a service charge cap be considered?
5. Will all demolished homes with social rents be replaced with homes that are charged social rents?
6. Given that gas and electricity are now very significant and rising costs for households; and reports of issues with poor financial performing communal boiler costs, can detailed comparisons be made between the costs of these utilities through a communal system as opposed to an individual system be undertaken?

Rehousing Options

7. For those residents who have to be temporarily decanted for a new build option, can a legally binding document be agreed that guarantees the specific

property that they will be moving to as their permanent home as part of a right to return agreement?

8. Can those residents who initially ask to be temporarily decanted and subsequently like their temporary home, opt to remain as a permanent resident?
9. Will OHG commit to protecting the existing tenancy rights of any existing tenant of the four estates who moves to another OHG property outside of the four estates?
10. What other areas do OHG have homes in and will OHG allow tenants from the Island to be considered for them?
11. If a tenant from the Island accepts another OHG home outside of Tower Hamlets will they retain their tenancy rights?
12. If a tenant is under occupying their current home, will they be entitled to move to the same size home?
13. Will tenants who want to move to areas where OHG do not have properties in Tower Hamlets be able to do so?
14. Will tenants who want to move to areas where OHG do not have properties outside Tower Hamlets be able to do so?
15. If an infill development is agreed on an estate, will the new homes built for rent be ringfenced for tenants on the estate first?
16. If a household includes an adult child, will OHG consider splitting the household into two smaller properties?
17. If a household has to be moved temporarily whilst refurbishment works are undertaken, what temporary accommodation will be available?

Removals

18. Does reimbursement of reasonable costs include:
 - Removal Costs
 - Carpet/curtain fitting and/or provision of new carpet/curtains
 - Connection Costs for utilities and white goods
 - TV connection costs
 - Redirection of mail for 12 months

- The cost of new school uniforms if, as a result of being decanted to another area, it is necessary for a child (or children) to move school
19. For the benefit of elderly and or isolated, vulnerable tenants and/or tenants with a disability, will OHG provide and pay for a removals company to provide a full packing and unpacking service?
20. Do OHG commit to make Disturbance Payments to tenants (and leaseholders and freeholders) being decanted under the provisions of section 37 of the 1973 Land Compensation Act? The OHG can choose legally to make payments under the alternative 1985 Housing Act, Section 26 but this route does not provide tenants (or leaseholders and freeholders) with a right to have an independent assessment of their reasonable claim. Claimants generally get less compensation via this route.
21. Will OHG commit to seek to maximise the use of direct payment for removal costs to the company(s) or utility(s) providing the service, so as to minimise the tenant needing to fund the expense himself/herself and then claim retrospectively for it?
22. If a household has to be moved temporarily whilst refurbishment works are undertaken, what costs will OHG cover?

Homeowners

23. Will the ground rents of the replacement homes be the same as in the existing lease?
24. Does reimbursement of reasonable costs include:
- Legal costs
 - Surveyors fees
 - Mortgage survey fees
 - Fixed rate mortgage break fees
25. OHG's initial preferred offers in 'Kingsbridge expectations' were:
- a) 'Fixed home exchange': no rent charged on equity owners can't afford to 'buy' with their market value compensation. Can't buy more equity. OHG has a charge on the property for their equity share, and 'loans' the difference in value. The loan gets repaid to OHG on sale or transfer of ownership. When a flat is sold OHG get the higher of i) their share of the equity, (eg, 50% of market value at the time), or ii) the cash value of their share when the owner

originally bought equity. This protects OHG from any future fall in the market value of their share. The owner takes all that risk.

b) Shared equity: owners 'use the value in their existing property to buy a share.' Examples assume that owners transfer full market value of old homes to new. No rent charged on the share they can't afford, able to buy more equity later. When sold each party gets their share of the sale price, so both sides share risk of price falls, unlike with a).

c) In 'certain circumstances' it 'may be possible to offer a 'version of' option b) where the leaseholder buys a new property on the open market.

Can OHG confirm that these offers are correctly described above and will still be available?

26. If owners' existing mortgage lenders won't transfer mortgages to new properties would owners be eligible? If so, how? Will OHG take responsibility for ensuring mortgages can be transferred, by either becoming the lender, on the same terms, or arranging for a building society to take on all mortgages that owners' current lenders do not wish to transfer, with OHG acting as guarantor?
27. In a shared equity option, will One Housing Group be imposing any minimum share threshold?
28. In the case of a leaseholder who takes up a shared equity option, if they were to die would they be able to transfer their property to a beneficiary with no condition that the beneficiary has to live with them?
29. Would the Stamp Duty Land Tax that owners are liable for when buying a share of a new home will be included in 'disturbance payments'?
30. Would there be an appeal process if a leaseholder or OHG did not agree with the independent valuer's valuation of a property?
31. Will the valuation reflect any development value in the property that would have existed in the absence of the scheme?
32. Will Leaseholders who choose to stay also get a Home Loss Payment?
33. Will Non-resident leaseholders and freeholders be entitled to claim for a Basic Loss Payment equivalent to 7.5% of the selling market value?

34. Will non resident leaseholders who incur Capital Gains Tax have this covered by OHG?
35. Will non resident leaseholders who incur void loss between property purchases be able to reclaim that loss? This is especially important to those whose former home is rented out to cover their care costs.
36. Will the loan in the example Table 2 (page 19) of the Kingsbridge Expectations Document be interest free?
37. Will OHG offer 'Home Swaps' where owners can become 100% returning owners again after 7 years?
38. Does OHG own any other stock on the Isle of Dogs (or nearby) that isn't relatively new where vacant flats could be considered as like-for-like replacements?
39. Can an early buy back process be agreed for homeowners with the same compensation package to avoid planning blight?
40. Will the home loss payment have to be automatically used in the purchase of equity of a new home?
41. If a refurbishment option is chosen, what works would be recharged to leaseholders?

Financial Transparency

42. Will One Housing Group commit, to publish full financial information at option appraisal stage, to enable residents to scrutinise proposals and make informed decisions, including:
 - a) Cost of compensation to tenants, and owners for different deals?
 - b) Payments made to Tower Hamlets council, if any, under the 'development clawback' profit share clause in stock transfer contract?
 - c) Residual land cost, if any.
43. Will OHG commit NOT to include any 'residual' land cost?
44. Will any redevelopment of Island estates be funded and carried out by:
 - a) OHG alone, where OHG does the borrowing, and appoints building contractors to build new homes working on relatively low profit margins?
 - b) Or through a Joint Venture with a private developer - as at Gilbeys Yard & Juniper Crescent in Camden, where OHG and a private developer form a joint

venture entity, and the developer partner does most of the borrowing and takes equal responsibility for deciding how a project is implemented?

Like for Like

45. The Kingsbridge Expectations document sets out an acceptance of like for like in respect of estate, floor area, amenity space, bedrooms and car parking provision. If fails to deal with views and floor levels. Given the increase in the number of homes on each estate why can't a guarantee be made in respect of views and floor level?
46. Will those residents who currently have a garden, get a garden of at least the same size in any new development?

Design

47. What commitments will OHG make for resident input into design?
48. Open Plan living is not popular. Will OHG take this into consideration in design?
49. Some of the homes involved have better room sizes than current design standards. Will OHG guarantee to match or better current room sizes?

Ballots

50. Will the Resident Steering Groups be able to decide how the ballots will be run?

Compensation

51. Will there be compensation paid to tenants who have improved their home at their own expense?

Parking

52. If the option to demolish and rebuild was agreed and the new homes were subject to a car free agreement, existing residents would lose their on street permits. What will OHG do to protect current tenants and homeowners who have access to on-street parking?
53. Will any underground parking spaces that are built for sale and remain unsold be available for letting to local residents within two years of completion?



Resident Charter Queries for OHG

Management

54. Joint management of homes with mixed tenures has caused problems for social tenants on other nearby new developments. What management arrangements are OHG planning to enter into where there is mixed tenure?

Right to Buy

55. Will the cost floor rules apply to tenants who have to move because of the redevelopment proposals who want to exercise the Right to Buy post redevelopment?

Pets

56. Will there be a ban on pets in the new homes, as there is in all the neighbouring new developments?