



Victory Hill Management Company Limited

Residential Management Company limited by guarantee with
no shares
Co no.: 04659245 Registered in England and Wales
Registered office:
c/o Chaney's Chartered Surveyors
Chaney's Chartered Surveyors
Chiltern House | Marsack Street | Caversham | Reading | RG4
5AP

VHMC Directors Meeting

Meeting Details

Date	Monday 29th June 2020	Time	18:00 hrs.	Venue	Online virtual meeting hosted over Zoom
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Present	In attendance	Absent / Apologies
<ul style="list-style-type: none"> • Matt Garvey • Martin Edge • Jaz Parmar • Wayne Buckley • Edward Loughrey • Stewart Smart • Matt Bertrum 	<ul style="list-style-type: none"> • Sarah Morrisen (Chaney's) • Andrew Copley (Chaney's) 	<ul style="list-style-type: none"> • Dave Griffiths

Minutes of Meeting

Item	Description	Due Date	Action
1 18:05	<p>Meeting commenced at 18:00 hours</p> <p>EL introduced himself to the meeting The Board introduced themselves to EL</p> <p><u>Minutes of last meeting</u></p> <ul style="list-style-type: none"> • Minutes of previous meeting: <ul style="list-style-type: none"> ○ Death in benefit insurance for VHMC onsite staff, no critical illness cover, 3 x annual salary, agreed to proceed 		SM

<p>2. 18:20</p>	<ul style="list-style-type: none"> ○ Ex-gratia payment to Sue Ross – AC asked D’ON to send details which have not been received, AC will chase <ul style="list-style-type: none"> MG – this was raised in the AGM re why the ex-gratia payment was made, AC/SM will respond after transcript of chat ○ PMP analysis and migration to Go Daddy web hosting – by next board meeting ○ Surveyors fees have now been attributed to the blocks rather than estate <ul style="list-style-type: none"> ME – have we agreed to defer PMP to next year? MG – yes, a previous board vote did delay PMP, not just for the larger blocks, but we can revisit that decision at a later date AC – information and decision are dependent on analysis of PMP spend, so we can discuss at the next board meeting when this is presented <p>Minutes of previous meeting agreed</p> <p><u>Feedback from AGM</u></p> <ul style="list-style-type: none"> ● MG – Lessons have been learnt from how the meeting was run, especially with regards to the chat function within Zoom <p>The vote re the special resolution was disappointing, not being displayed as an actual vote on the screen. Had the vote gone the other way (in favour of the resolution) it would have certainly been questionable and would have been questioned by Members</p> <p>There was a good turnout, people engaged, constructive comments and only a small minority criticised</p> <p>SS – echoed MG’s disappointment on the way the vote re the special resolution was displayed</p> <p>ME – having taken part in Zoom meetings with the local Council, their chat function was disabled, apart from taking questions</p> <p>WB – we weren’t effective at time keeping and more important matters were forced into a more compact time period</p> <p>MG – We now know that 2 members are now pushing for an EGM. Handed over to AC to elaborate upon this</p> <p>AC – Shared the email received from Des O’Neill and summarized the contents:</p> <ol style="list-style-type: none"> 1. A formal request to hold an EGM 2. JP parking permit 3. The drawing of lots for the decision on which Directors would be re-elected 4. A pre-AGM meeting between Directors and the subsequent reversal of support for D’ON’s re-election <p>WB – to clarify, there were no meetings, I sent an email one by one to Directors re the matter and no replies were received</p> 		<p>AC/SM</p> <p>AC</p>
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	<ol style="list-style-type: none"> 5. Director's bios on the Winterthur website 6. Denied the opportunity to prepare his defence for the AGM 7. Received unfair treatment 8. The AGM was run by MG/AC for their benefit and not for the company as a whole and stated he was muted during the meeting 9. MG/AC/WB lied re the reserves, special resolution and vote numbers for each property owned 10. D'ON stated that he still remains a Director <ul style="list-style-type: none"> • AC will draft a reply for comment by Directors • MG – in the Mem & Arts, what is the requirement for an AGM to be called? AC – will clarify in the minutes both re Companies House and the Mem & Arts • MG – what needs discussing re the point made about JP and the parking permit • AC – JR gave JP's partner a parking permit to park onsite • JP – it was rarely used; I didn't know it was an issue and I'm happy to give it back • MG – we have already recognized that the parking system is flawed, and all current parking permits have been revoked • JP – that was only for temporary permits, the one issued to me was a permanent one • WB – all passes that haven't been specifically issued to Leaseholders for use of their space have been revoked and new ones issued and logged, making it easier to revoke in the future • AC – correspondence received from Colin Davison: A letter has been sent from CD to each serving Director A further letter has been sent directly to Chaney's Along with a letter re balconies • AC – will email Directors on each point raised, but in brief the points raised under breach of lease are: Landlord & Tenant Act – reserves and PMP can only extend 3 years into the future Fitment of security gates, CCTV etc. - s20 notices were required Qualifying long term agreements 2 members called for a poll vote at the AGM • MG – Colin Davison believed a poll is a paper-based exercise to all members, this isn't the case, under the Mem & Arts a poll is a vote of the members present at the time. The board are not obliged to lobby every member • SS – what did Colin Davison mean by the term insolvency? • AC – if decisions are made by the Board that do not comply with the lease, a claim could be made against the Company (VHMC), however in this case VHMC do not trade, so any claim could make the company insolvent • WB – We typically present accounts at our AGM, can we be clear regarding our obligations. Can we be sure that the total sum of all the improvements should not have been combined and included under 1 s20 notice 		<p>AC</p> <p>AC</p> <p>AC</p>
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	<p>need some minimal technical information, so its likely the application will be made end of July, early august</p> <ul style="list-style-type: none"> • ME – how long will the process take • AC – spoke to Homes England last week and the process is being streamlined • ME – we will not be appointing a Contractor until we know we have funding • AC – it’s done in 2 stages – 1. Confirmation of funding, 2. Information provided to actually receive the funds • ME – there will be some risk that the fund may not cover all costs such as consultancy, investigation costs • AC – I have sought clarification (shared an extract from the Govt. prospectus which states that professional fees (including Chaney’s fees) are covered. However, mitigation works in the interim will not be covered • ME – a s20 consultation re the works will be required • AC – as soon as the spec is complete by Vemco, we can issue the 1st part of the s20 notice (Notice of Intention), the 2nd part of the notice will be issued alongside the application for funding • ME confirmed that we should aim to have a contractor appointed by November 2020 to start work in February 2021, the works would take 5 approx. a year to complete. • MG thanks ME/SS for their work on the project to date. • AC – mitigation works in the interim. A quote has been received from RES for £19443 per block. A s20 notice will be required, however an application to the 1st tier tribunal will be made re the s20 notice. Also seeking 2 further quotes which may be lower so the need for a s20 notice will not be required • ME – are mitigation costs covered • AC – no, they would be required to be paid from reserves • WB – we need to agree a communication strategy to Leaseholders and Residents • Agreed – Weekly update/alerts by email to Leaseholders Weekly update of the website, even update if no update available Important updates on lobby notice boards/Facebook for Residents 		
<p>4. 19:45</p>	<p><u>Parking Discussion</u></p> <ul style="list-style-type: none"> • EL outlined his proposal for additional visitors’ spaces. Noted that spaces were often taken, and that Winterthur House had unused spaces in the MSCP that were not used over the weekend that could be used by Residents • ME – we had a meeting with Axa previously and were told that the sharing of spaces was not open for a discussion. The use of the said spaces were written in the Lease • WB – the spaces in question are demised on a part time basis to Leaseholders, so even it was agreed, we would only get them during the week • JP – could Leaseholders rent out their spaces • AC – will check the lease but from memory thinks the Lease does not allow this • MG – did we look at additional spaces outside Holly and Elm previously 		<p>AC</p>

	<ul style="list-style-type: none"> • Yes, but there was a constraint issue with the distance between vehicles and the building, also it was identified as a potential fire risk • AC noted that the Housing Association (Sovereign) have a lot of unused spaces – SM will reach out to them re use of said spaces • JP – can we look at something like a scratch card system that Leaseholders can give to their visitors • SM will discuss with the parking management company • MG – parking space 386 which was previously swapped with a visitor’s space, retrospective approval was given by the Board after Chaneys allowed the change. We are tightening up on parking and this decision should be reversed. <p><u>Vote:</u></p> <p>WB – yes but with notice period for reversal JP – Yes, same as WB EL – yes MB – yes ME – yes</p> <p>Chaneys to action giving 1 months’ notice MG – the Leaseholder paid to implement the change so costs to reverse should be refunded</p>		<p>SM</p> <p>SM</p>
<p>5. 20:00</p>	<p><u>Repairs</u> <u>Ground under repair</u></p> <ul style="list-style-type: none"> • MG – the grass is growing back nicely but the problem may return when the fencing is taken down • SM – to replace the temporary fencing with more long-term fencing would have a cost implication • SS – have we considered artificial grass • MG – DG recommended grass crete • SM – it is effective but expensive • MG – can we vote <p>Leave as is Take down the fencing and see if we can prevent children playing Replace with grass crete</p>		
<p>6. 20:15</p>	<p>Agreed unanimously to leave as is</p> <p><u>Maintenance</u> <u>Water leak update</u></p> <ul style="list-style-type: none"> • SM advised that since the last meeting there had been no leaks between flats. However, there are 2 leaks in each undercroft of Cherry and Holly that are currently being investigated • MG – previous substantial leak into 366/367 • SM – it is currently with the Financial Ombudsman, there has been a delay in processing due to lockdown. Will feedback with any updates • WB – what is the worst-case scenario • SM - £34,000 to be split between 76 Leaseholders, but I am actively pressing for a resolution with the insurers 		

<p>7. 20:50</p>	<p><u>Leaseholder Issues</u> <u>Leaseholder Engagement</u></p> <ul style="list-style-type: none"> • MG – EL previously wrote a paper highlighting issues onsite • EL – came about last year re ASB being reported, children playing inside the blocks and outside The estate rules need enforcing We need to actively push for increased patrols of the community safety officers Parents need educating • SM – I agree, we are less of a priority for the community safety officers, we need to get things moving sooner rather than later • JP – I am happy to help with communication with the Indian community, being of Indian origin it may help • MB – where do we stand if properties can be identified as causing nuisance, where does the CCTV come in • MG – With regards to children playing, we have fenced off areas, taking away places for the children to play. There is nothing in the lease to stop children from playing so it's hard to enforce. • EL – agree with reducing areas to play but parents need to be educated on what constitutes acceptable play • JP – signage was removed previously • ME – agree with comments, we should say no ball games and put up signs, when the signs are there, we can then approach children to stop them playing • WB – echoes ME point, we should install signage and look at possible part time enforcement next summer • AC – ASB has lots of facets, noise nuisance inside of flats can be dealt with but identify those causing damage inside of the lobbies can be tricky • MG – use of the estate rules handbook with highlighted penalties for breach of the rules/lease • AC – The estate rules exist and are distributed to new purchasers and through the consent to let process, however a full mailout hasn't been done for a few years • MG – are we still enforcing the rules in the handbook • AC – yes, where there are breaches, Leaseholders are written to, warned and then fined if the breach continues • Agreed: <ul style="list-style-type: none"> ○ Install no ball game signage including signage on the grassed areas ○ Warden patrol needs more thought ○ SM will arrange for Councillor and Community Safety Warden to attend a board meeting, first with Leaseholder Engagement Group (LEG) and then first 10 minutes of the board meeting ○ SM will share the current estate rules handbook with the LEG for review, also translated prudent sections ○ Possible summer activity for Residents to increase engagement 		<p>SM</p> <p>SM</p> <p>SM</p>
<p>8. 20:40</p>	<p><u>Internal condition of apartments</u></p>		

<p>9. 20:50</p>	<ul style="list-style-type: none"> • MG – The condition of inside apartments either from water leaks or just generally poor condition is having a direct effect on purchase prices. How can we engage Leaseholders, this is a priority of LEG: <ul style="list-style-type: none"> ○ How can you enforce the lease re internal inspection of flats? ○ How do we identify a mechanism to identify flats in a really bad state? ○ AC – is this possible • AC – it depends on what scale, we can serve a notice to inspect, then a schedule of works, if works are not done, we can arrange works and recharge back to the Leaseholder • Agreed: <ul style="list-style-type: none"> ○ AC to identify the relevant clauses in the Lease ○ AC to cost a monthly mailout reminding of obligation to keep flats in good repair and check hot water cylinders for leaks <p><u>Pest control</u></p> <p>SM – there is an inherent problem with pigeons on the top floors of the larger blocks, 19 cases in total but we do not have enough budget to carry out the works. Pigeon mess is a health hazard and locks gutters</p> <p>Discussion</p> <p>Agreed:</p> <p>Most severe cases are dealt with on a temporary basis, cleaning and pigeon proofing, spikes etc. after which a more permanent solution can be looked at to coincide with the cladding works</p>		<p>AC</p> <p>AC</p>
<p>10. 20:00</p>	<p><u>Financial</u></p> <p>Discussed</p> <p>MG – a few blocks are over budget, is the year end figure a forecast SM – yes, current overspend is attributed to waste management and water booster repairs MG – what is the strategy for bringing costs down SM – it is based on a forecast; we have put in Provisionals based on previous 6 month spend ME – Birch has had considerable costs for the first 6 months and it's prudent to put in a higher run cost ME – looking at Chaneys Management fee increase, are we anywhere nearer to recruitment of SM's deputy AC – as soon as the estate office is finished, we will actively recruit, until then the fee won't increase</p> <p>Agreed to discuss at the next meeting, SM will place higher up the agenda to allow more room for discussion</p>		
<p>11. 20:05</p>	<p><u>A.O.B</u></p>		

MG – we need to actively recruit 3 new members as 3 current members are looking to step down by November. LEG will lead on this.

Meeting ended at 21:10 hrs.

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