

RBKC Adjudication report on longstanding residents; complaints against the TMO

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IP 1	Noise nuisance	Relates to complaint of loud footsteps from adjacent flat - is pertinent to sound insulation and case has been closed by EH-RBKC SINCE April 2008 as no action can be taken over sound insulation issues within buildings built prior to 1997 building regs		Not substantiated as a complaint against the TMO. However the TMO should investigate options for installing "floating" floors as necessary in these kinds of dwellings. Severe cases of this kind have been actioned elsewhere by local authority environmental health teams under noise legislation irrespective of building regs.
IP 2	Leaking roof (over 2 years)	The roof has had a number of leaks over the years and has a repairs history typical of an RSL block with roofing problems,. Repairs were completed in early Feb this year and no leaks have been reported since		Resolved
IP 3	Unhelpfull TMO staff - Accusation of threats and violence against staff			This is a general complaint heard from a variety of residents. The Improvement Plan has set out actions to improve customer service.
IP 4	Noise nuisance	Complaint is of a noisy machinery plant - investigated by EH-RBKC, monitoring took place but noise was not substantiated and case closed May 2009		Not substantiated as a complaint against the TMO
IP 5	Waiting over 1 yr for response to have 2 sheltered car parking spaces	Matter referred to TMO who have now dealt with the matter		Resolved
IP 6	Service of TMO ineffective and unprofessional; repairs in disarray;	Tenant just wanted to make us aware.		No response required
IP 7	TMO area review meeting changed to TMO house	Response given		Not in scope
IP 8	Weak Chair and Board members	Matter referred to the TMO		Governance - not in scope - covered by Improvement Plan
IP 9	Cyclical decorations in her block not carried out for over 20 years	Confirmed evidence of window replacements and cyclical works		Not substantiated.
IP 10	Post and pre-inspections not carried out	Confirmed evidence of post and pre-inspections as part of contract		Not substantiated
IP 11	Inadequate cleaning and caretaking	Estate inspections have been carried out. The standard of cleanliness is staisfatory.		Not substantiated. However the TMO should ensure that the timing and process for estate inspections is understood by residents. Records management needs to be improved
IP 12	Dangerous dogs. Other persons' dogs and fouling on green	Matter referred to TMO Neighbourhood Services. Manager has prepared a report and setting up a dog register. Common issue and solution detailed is a permanent register for action against tenancy breaches		Not substantiated as a complaint against the TMO. TMO has responded to the problem.

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IP 13	Inadequate heating system. Repeatedly reported faulty storage heaters	New tenants Dec 2008 complained about the type of heating system. Advice given by phone on effective use of the system. No written record kept.		Not substantiated
TC 1	Waiting for replacement of rotten window despite	Window replacement programme and snagging completed. This complaint was raised before		Resolved
TC 2	Replaced but inadequate – ill fitting	Window replacement programme and snagging completed. This complaint was raised before		Resolved
TC 3	Suffers from Raynaud – a poor circulation condition	snagging was carried out.		Resolved
TC4	Unfinished work and snagging relating to major works	Referred to the TMO. Tenant sent e-mail to Maria Memoli on 18 th April 2009 due to lack of response from TMO.		Resolved
TC5	Service Charge complaints dating back 2003-present	Letter from resident confirms the matter is resolved		Resolved
TC6	Failure to act on noise nuisance	No noise nuisance complaint registered on her file.		Not substantiated
TC7	Breach of law in failing to respond to FOI request	No FOI request registered		Not substantiated
IP 18	Double glazing	Resident wanted to install his own double glazing but does not have the right to do so under the tenancy agreement. Reply on file.		Not substantiated
IP 19	Bicycle racks	Wanted to install a bicycle rack. No suitable location found. Reply on file		Not substantiated
IP 20	Communal TV aerials	Wanted to install digital aerial. This against RBKC policy and must await digital upgrade. Reply on file.		Not substantiated
HH 1	Old resident endured harassment for over 3 years: Lodged complaints about ASB – no action by the TMO	RBKC legal department now dealing with complaint: Being investigated by the TMO. Tenant confirmed that he's happy with support currently being received from his Housing Officer. This is in fact a younger man so the complaint may not have the right address.		Not substantiated
AT 1	Longstanding complaint about ventilation system many	Warm air heating system. Standard maintenance carried out in November 2008 - copy of letter		Not substantiated
IH1	Lack of respect by 80% of TMO staff in helping resolve	Resident 's opinion		These reflect general complaints I have heard from a range of residents. The
IH 2	Condescending and arrogant attitude towards tenants leaseholders	Resident 's opinion		These reflect general complaints I have heard from a range of residents. The Improvement Plan has responded to these
IH 3	Continual refusal to do valid repairs via unqualified and ignorant surveyors/contractors - Using bad contractors continuously	Resident 's opinion		with proposals for actions to improve customer service. There is no evidence of use of unqualified surveyors/ contractors. The problems with the repairs service experienced in 2007/08 have been responded to and performance has

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IH 4	Creating contracts with 3 rd party companies	Need specifics		Not substantiated as a complaint against the TMO. Subcontracting is standard practice.
IH 5	Condescending attitude of staff	Matter referred to leasehold services which has been followed up and an appointment will be made with the elderly resident		This may reflect the general historic comments. The TMO has recently responded to seek to resolve.
IH 6	Refusal to carry out valid repairs	Matter referred to leasehold services which has been followed up and an appointment will be made with the elderly resident		This may reflect the general historic comments. The TMO has recently responded to seek to resolve.
IH 7	Copy documentation to accompany final accounts to include copy invoices etc.	Documentation requested and supplied. Evidence on file		
HT 1	Decent Homes	Decent Homes is a central government orientated obligation		Not substantiated as a complaint against the TMO.
HT 2	Cancellation of election Constitutional issues Strongly questions and doubts the integrity & management of the TMO including Board	Constitutional matters were responded to and dealt with a long time ago. The service improvement plan addresses these issues.		Not in scope. Governance issues were dealt with through the constitutional review in 2008 and the Improvement Plan.
HT 3	Being charged for heating for 52 weeks when in fact only	Cost is spread over 52 weeks as SC for tenants is included with weekly rent bill		Not substantiated
HT 4	TMO staff intimidating	Constitutional matters were responded to and dealt with a long time ago. The service improvement plan addresses these issues.		This is a general complaint heard from a variety of residents. The Improvement Plan has set out actions to improve customer service.
BB 1	Longstanding complaints re: security. ASB problems. Meeting to discuss grievances	Despite us attempting to make contact with Chairman and the Secretary of the Association we have had no response. We tried again towards end of February and again no response. List of problems produced to one of the tenants for verification. A resident to talk to TMO about grievances. We will confirm whether under RBKC's recently enforced governance rules the RA is still recognised but will seek the invite either way. We are currently talking to RBK&C		Not substantiated as a complaint against the TMO.
TT 1	Extortionate heating charges	Separate heating charges are standard within the K&C policy adopted in 2006 to recover increases in heating and hot water costs. No similar complaints from other residents.		Not substantiated
BT 1	Lack of communication by the	Noted – no action		Not substantiated.
LH 1	Major leaks complaining for over 10 years Repeated requests to have the problem inspected	Dispute about whether the rubber surrounds to windows were to be replaced under the decent homes programme. Being replaced as repair items.		Resolved

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	No communication with the Tenant			
AH 1	Front door is poor state of repair – patching up despite being over 40 years old	Door has been replaced. Door frames were repaired and not replaced under the decent homes programme.		Not substantiated
AH 2	Bad workmanship work under the Decent Homes	Refers to above		Not substantiated
AH 3	Leaks since 1987	Works were carried out and leaks resolved. Evidence on file		Not substantiated
AH 4	Customer services staff of TMO ignore him or get wrong messages	No record of complaint on file. We are developing our E&D profiling and reviewing CS. We offer a full range of translatory services and our RI team is specifically trained to assist the elderly and refer / link to specialist services		Not substantiated but the TMO should contact the resident to seek to resolve the matter
AH 5	Voiced concerns about elderly residents and those whose first language is not English.			Not substantiated but the TMO should contact the resident to seek to resolve the matter
WE1	Major problem with roofs on the estate – several leaks	It is accepted by the TMO that there are problems with the roofs on WE. The problem goes back over 12 years ago when the consultants overlaid existing asphalt with a single ply rubber component SARNAFILL . The walkways are of a pitched roof system design but the rainwater from all buildings goes under the new roofs which are of poor design and system cannot cope with this. The TMO have also accepted the drainage system of the Estate is of the old type and cannot cope with modern appliances and fat and rice going down the drain. Also vandalism is affecting some of the drainage problems on the estate like tennis balls pushed down drainpipes. A report is being prepared in principle for a capital works programme to go before the TMO. Residents will be informed if the programme is approved in principle. Is this	Survey and report has been produced on behalf of the TMO and options have been identified for future work.	Substantiated complaint and TMO has responded reasonably.
WE 2	Longstanding recurring leak caused a family to decant. Was waiting for 6 weeks	The family was decanted and moved back in following the works. Normal procedures were followed.	Customer services issue	Not substantiated
WE 3	No cyclical repairs carried out for 10 years	Block refurbishment was carried out in 2005	Not the case	Not substantiated

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WE 4	Re-wiring issues (necessary? And trunking)	The re-wiring was necessary to comply with latest legislation including as a pre-requisite to new kitchen installation and some bathrooms. As to trunking all tenants were given the option of resurfaces being chased or not, and appropriate vouchers given for redecoration by self. Choice was discussed with the Project manager	Generally yes	Not substantiated
WE 5	Exploding light bulbs	TMO say exploding light bulbs probably down to power surges within the blocks which is common The TMO has no record of receiving such a complaint.	Not a recurring problem	Not substantiated
WE 6	Repairs service is in disarray	Contract for repairs and maintenance is being re-tendered by the TMO	Reselection of service provider	This was a substantiated complaint in 2007/08 and was responded to in the Improvement Plan. Repairs performance has significantly improved.
WE 7	Properties of poor standard		Complaint not specific but by visual inspection the building looked to be in an adequate state of repair	Not substantiated
WE 8	Substandard doors		Doors exceed minimum requirements	Not substantiated
WE 9	Substandard work being carried out	The responsibility for signing off the work initially by Clerk of works and then ultimately by the Project Manager. Comment: TMO have suggested a walkabout with complainants but not taken up by residents.	Improve procedures to get residents responses on the quality of completed work.	Not substantiated. The TMO should ensure procedures enable residents are able to feed back on the quality of work.
WE 10	Flat roofs only cleared every 3 months	Roof and other areas are cleared quarterly and some daily weekly (schedule attached) as it is the consensus of how often they should be / need to be. Increasing frequency will increase cost and need to define necessity in order to justify raising costs. Items will build over a quarter but currently quarterly is accepted as the right balance.	Building management issue	Not substantiated as a complaint against the TMO.

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WE 11	Assorted debris strewn on roof		Building management issue	Not substantiated as a complaint against the TMO.
WE 12	Broken pots, rotten food, broken furniture, cushions and debris left around the estate		Building management issue	Not substantiated as a complaint against the TMO.
WE 13	Cleaning contractors not satisfactory – lift and stairwells not cleaned properly	There is a system for estate inspections and walkabout with officers and contractors that carry out services. This should be referred to the officers for taking up and responding directly. Cannot redress out of time.	Building management issue	Not substantiated
WE 14	Sewage problems		Misuse by residents	Not substantiated as a complaint against the TMO
WE 15	Garden areas around the outside of Sheltered Housing require attention	TMO has a grounds maintenance contract with a specification. Estate inspections are carried out.	Building management issue	Not substantiated but TMO needs to ensure that residents know of the specifications and see that work is being monitored.
WE 16	Asbestos in some of the roof	TMO is seeking to respond but resident is refusing access. Appears to be asbestos in artex ceilings, which are common and have very low risk. The TMO follows standard procedures for removal where necessary.	Better advice to residents	Not substantiated as a complaint against the TMO
WE 17	Car parking by contractors in restricted areas overnight and weekends	Parking – random patrols are being carried out now by clamping co. Monitoring is on going by the TMO. As to signage – this has been tried in the past but has been vandalised. There is a parking review that is looking to improve security and parking enforcement.		Not substantiated as a complaint against the TMO.
WE 18	Can signage be lowered?	See above		Not substantiated as a complaint against the TMO.
WE 19	Car parking spaces could be let to generate more income	Parking review looks to achieve exactly that		Not substantiated as a complaint against the TMO.
WE 20	Could CCTV equipment be moved from 6 th floor/roof so easily accessible?	CCTV equipment could be moved but would need a technical services project beforehand		Not substantiated as a complaint against the TMO.

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WE 21	Security doors to be installed?	Security scheme requested was too costly. Doors – they are made in Scotland and take some time to be custom made which are of very high quality. TMO say damage to doors often caused by police raids.		Not substantiated as a complaint against the TMO.
WE 22	Less caretakers so who does their job now	The TMO has not renewed some residential service tenancies when caretaking staff have left and been replaced by non-residential caretakers. The reorganisation of the front line housing service has increased the role of neighbourhood officers, who now supervise caretakers.		Not substantiated. The TMO needs to ensure that residents understand the reasons for change and how services will be maintained in the future.
WE 23	Motorcycles	Parking review		Not substantiated as a complaint against the TMO.
WE 24	Dogs on the Estate without leads Dangerous Dogs kept in flats (an injury occurred couple of years ago)	Dogs are allowed in the tenancy agreements A dog policy statement exists on how to deal with dog fouling but no written procedure.. TMO actively trying to tackle the problems Dangerous Dogs - A report has been prepared and a Dog Register is being set up Check on current position . Dog Register just been enforced, to early to report on progress. This will enable TMO to either give initial warnings, withdrawal of permission to keep a dog, under tenancy enforcement or with police/LA powers		Not substantiated as a complaint against the TMO.
WE 25	Service charges – no full details given	TMO are looking at giving more detail for service charges.		Not substantiated as a complaint against the TMO. The TMO does regularly review the format and level of detail of charges. Referral to mortgagee is within the policy.
WE 26	Service charges and ground rent arrears referred to mortgagees	Mortgagee referrals - There is a policy in force for service charge arrears which entitle the TMO to approach the Mortgagee.		
WE 27	Lack of full representation on the WERA	This is a matter of resident involvement and needs to be taken up through WERA		Not a substantiated complaint against the TMO.

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WE 28	Senior Citizens forum and money allocations	The allocation of funds is historic. Initially the senior citizens forum was formed by representatives of sheltered Accommodation throughout the TMO Borough area who wanted to raise/seek funding or for communal areas to accommodate social events or outings for the elderly. ARB representatives for the over 55 joined as a representative of the group. Confusion arose when ARB representatives commenced submitting applications for items other than the original purpose. The Forum was suspended in early 2008. Interim arrangements were put in place which is still on-going and working well. It is hoped to adopt these arrangements into a more permanent form.		Not substantiated
WE 29	Fed up of reading the negative comments and the infighting and bickering at the TMO	New Board and CEO		Constitutional and governance issues picked up in the Improvement Plan
WE 30	Breach of confidentiality	Breach of confidentiality has been raised elsewhere too, which suggests staff may require reminding or further training is required		Not substantiated although TMO needs to ensure future complaints are responded to.
WE 31	Bad response times by the TMO			This was a substantiated complaint in 2007/08 and was responded to in the Improvement Plan. Repairs performance has significantly improved.
WE 32	TMO staff are rude	Several similar comments have been made regarding attitudes		These reflect general complaints I have heard from a range of residents. The Improvement Plan has proposals for actions to improve customer service.
WE 33	Complaints about particular TMO staff			Not substantiated. The Improvement Plan has responded to these with proposals for actions to improve customer service.
EPG 91	Brickwork repair to front entrance	As advised in writing to residents, bridgeworks were delayed whilst the Basement conversion works were in "legal Possession" of the basement area, works programmed for first week after Easter	Refurbishment delayed by works to basements. Basement works should have been timed so as not to disrupt the major works programme. Refurbishment now complete	Work carried out. TMO and Council need to improve co-ordination of contract works.

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EPG 92	Laying of new carpets	Also advised in letter to all residents, carpets were deliberately left to the end of the contract, we are now programming health and safety blocks first and have just completed block 74. Will programme out all the blocks once we have the prices confirmed	Re-carpeting programme in progress. Carpeting could have been carried out earlier and the carpet protected for snagging.	Work carried out. More emphasis needs to be given to tailoring the works phasing and timing to reduce disruption to residents.
EPG 93	Repair to front entrance		Inspection and approvals process invited resident participation.	Personal opinion of resident. Due process followed to involve residents in snagging although residents could have been given the snagging lists.
EPG 94	Inadequate interior decs	This block was snagged in the presence of two residents, both of whom were apparently complimentary about the quality. This is the first time I have heard anything from this block re poor quality so will have to investigate	Inspection and approvals process invited resident participation.	Personal opinion of resident. Due process followed to involve residents in snagging although residents could have been given the snagging lists.
EPG 95	Electrics – Periodic Inspection Report unsatisfactory	Leaseholders were given the option to choose whoever they wanted for PIR inspection and Apollo offered a nominee (who was nothing to do with the contract) who they could use if they wanted to. Leaseholders had to make their own arrangements to rectify any safety hazards the PIR inspections highlighted	Standard document	Complaint not substantiated
EPG 96	Windows chipped during major works programme	Apollo responded to any complaints of damaged windows during the contract, so unsure what the complaint is about –windows get broken rather than chipped. External works on this block (with the exception of the bridge) were finished over a year ago. I will investigate	TMO to investigate	TMO to visit and rectify any damage caused by the major works.
EPG 97	Querying management and supervision fees especially	F	September Cabinet Report	HQN report and consultation in 2008. RBKC decision expected in September
EPG 98	Querying service charge re-charges	F		See above
EPG 1	Front steps damaged		Should be repaired	Substantiated. TMO/ contractor to undertake remedial work.
EPG 2	Front door has not been repainted	Block 34 externals were undertaken as part of the “emergency block” designated as priority by the leaseholder action group. This work was completed for six blocks prior to the major works starting. Hence the external decoration etc was undertaken in 2004. Some deterioration in the paint work is inevitable given it is now probably 5	Opinion that the door was repainted	Complaint not substantiated TMO to clarify for residents when the next cyclical painting will be carried out.
EPG 3	Railings paint		Opinion that railings had been adequately painted	Complaint not substantiated. TMO to clarify for residents when the next cyclical painting will be carried out.

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EPG 4	Paint – windows & sills outside	years old	Opinion that windows and doors had been adequately painted	Complaint not substantiated. TMO to clarify for residents when the next cyclical painting will be carried out.
EPG 5	Windows do not close inside	Have these been reported as a repair? I will investigate	Valid issue to be addressed by TMO	Substantiated. TMO to visit and rectify any damage caused by the major works.
EPG 6	Broken windows	No scaffold at 34 for five years, unless this relates to a day to day repair on 41- I will investigate	TMO to ascertain location, broken basement windows to be replaced by RBKC	TMO to inspect and repair any broken windows.
EPG 7	Back steps to garden broken by scaffold		Steps in poor condition but probably further damaged by contractor.	Substantiated. TMO to repair steps. Costs to be split 50/50 between TMO and residents.
EPG 8	Scaffolding up 2 years	Not true –whole emergency contract was less than 2 years	Emergency works block also later affected by work to adjoining blocks. Opinion that there are no grounds for compensation Claim that as removal of mortar was unnecessary, residents should	Complaint not substantiated. Better communication needed to explain delays and ensure all residents affected are kept informed.
EPG 9	Back of building on windows and sills (bad)	As above, paintwork is five years old	Opinion that windows and cills had been adequately painted	Complaint not substantiated. TMO to clarify for residents when the next cyclical painting will be carried out.
EPG 10	Windows sprayed with chem. Damaged glass	Proprietary system used. Same “damage” showing on untreated blocks. Nonetheless have agreed to have independent report from glass	Opinion that windows were damaged	Substantiated. TMO to compile a schedule of remedial works and serve notice on contractors to repair/ replace the windows
EPG 11	Intercom		Too long without repair, TMO to confirm now working	TMO to inspect and rectify if not working.

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EPG 12	Basement doors insecure	Reported to TMO - basement doors now secured.	Actioned	Responsibility of RBKC. Work completed.
EPG 13	No communication on Basement works	Reported to one of the lessees on the current situation regarding the basement after making enquiries.	Opinion that communications were inadequate	Substantiated. TMO and RBKC to review lessons to be learnt from the basement works contracts. Communications with residents needs improving, particularly where several contracts are running
EPG 14	Noisy radiators affecting residents (her) health	Reported to TMO - noisy radiators now fixed	Resolved now but exercise poorly handled	Disruption substantiated but not able to judge any impact on health. TMO and RBKC to review lessons from this poorly managed works.
EPG 15	Bedroom wall –damp cupboard has caused mildew to clothes, problem reported well before contractors left the site	Problem fixed externally on 24 th February Again block 35 was an “emergency block” this was a straightforward repair as the cast iron down pipe had failed where it passes through the balcony. Internal damage would be an insurance claim	Slow response from TMO may have resulted in additional damage	Substantiated. Repairs completed but TMO to visit and inspect possible damage to resident's possessions. If evidenced, TMO to make goodwill payment.
EPG 16	Hall wall is damp but cause of condensation not known. Wall paper is hanging off the wall	Bill Berry TMO surveyor inspected and reported it is condensation rather than rising damp. Some condensation always a possibility given it is a cold unoccupied basement Condensation dried and wall re-papered and re-decorated at owner's own expense unlikely that this will be accepted	Unidentified leak subsequently disappeared	Not substantiated.
EPG 17	Massive leak in basement believed to be caused by corroded central heating riser	Leak repaired, on the day it was reported. Condition of risers generally acceptable –some surface corrosion but believed to be	Repaired	Not substantiated.
EPG 18	New boiler room in basement flooding caused by flue being blocked with gunk	Boiler relocated as part of basement conversion works, was a flood as a result of filters blocking but problem rectified. No outstanding work as far as I am aware, flat upstairs checked and no leak found in the riser	Repaired but confusion as to who was responsible	TMO & RBKC to clarify responsibilities for management of basements and inform residents.
EPG 19	Central heating riser box had to be completely removed in one flat from floor to ceiling to assess condition of pipe.		Opinion that the duct should be reinstated and made good by	TMO to reinstate and make good.
EPG 20	Noisy radiators reported repeatedly Valves replaced but problem not resolved	No noise has been reported from 35 for some considerable time, presume fault rectified	Resolved now but exercise poorly handled	Disruption substantiated. TMO and RBKC to review lessons from this poorly managed works.

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EPG 21	Unsafe steps to the garden – rotten beam in basement – structural engineers report available	Understandably, the Leaseholder Action Group insisted that)no work whatsoever was undertaken in the basement areas The resident in 35 was interested in buying the basement and)as a result had a full survey undertaken, which highlighted)these issues. Unfortunately the leaseholder failed to agree)terms with the Borough.)With other basement works responsibility is being placed on)the developer to correct issues such as those raised. A policy decision is needed on those blocks where the basement fails to sell	Confusion over responsibility but steps repaired by TMO	Substantiated and repairs carried out.
EPG 22	Broken drains and misaligned joints, various cracks and debris, believed to be from the high pressure jetting carried out,.(DVD footage is available of underground drainage system)		More likely to have been caused by age and movement.	Damage from jetting not substantiated.
EPG 23	Painting inside front door	The TMO does not normally undertake internal decoration of leaseholder flats, however this may be an arrangement this leaseholder made with Apollo –I will check	Resolved	Resolved
EPG 24	need to be able to undo lock plates	I believe this relates to removing Banham locks fitted by the leaseholder. This is a specialist task for the security company and if there are security provisions in areas to be decorated, normal practice is to ask the leaseholder to have them removed and replaced	Resolved	Resolved
EPG 25	Leaking and rotting windows	There are no rotting windows. The fit of the full height French door leaves a gap at the top where it has warped over the years. The opinion of the surveyor is that the only way to eliminate this is to manufacture a complete new door, he does not believe that the cost can be justified	Further sealing and making good to be carried out	Substantiated. TMO to inspect this and the adjoining blocks to check external sealing. TMO to carry out any remedial works at no expense to residents.
EPG 26	Replacement outside and inside power point	A DIY external socket was disconnected by the electricians because it was dangerous. This was not a TMO fitted socket and if replaced by the contractor would have to be paid for by the block	Not compliant with IEE regulations	Not substantiated. Action taken was appropriate. Leaseholder responsibility.

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EPG 27	Windows do not open	Two windows have been screwed/permanently fixed shut and all the sash fittings etc removed by, presumably, a previous leaseholder. The surveyor does not feel, given the nature of the fixing that they can be opened without causing significant internal damage which would have to be paid for by all the leaseholders in the block	One window should be eased	Substantiated. TMO to re-open window and make good.
EPG 28	Leaking guttering and downpipe	There are no leaks (one was cured by re flushing the down pipe some time ago)	TMO to contact resident to ensure leaks have been dealt with	Not substantiated although TMO should check on site.
EPG 29	Service Charges - agreements for repayment	Files evidence explains query and resolution	Considered by others	Resolved
EPG 30	Compensation for scaffolding being left on building for 11 months claims longer than agreed was necessary to do the work (claims 11 months when no work was done)	The programme from the contractors was less than the eventual time they took. There were additional works found on this block but I also think they got their estimates wrong for such a large block (it was in the early phases and the first grey brick block that was worked upon) Those on the ground floor suffer more than most on two counts, they are first to have the scaffold and last to see it removed and of course all the dust and dirt (particularly when cleaning and repointing), all falls downwards! However, it was not the case that nothing happened for 11 months	Scaffolding periods were not a condition of the building contract and the contractor was not in breach of contract on completion dates.	Not substantiated.
EPG 31	Querying the management fee and service charge re-charges	September Cabinet Report	Considered by others	HQN report and consultation in 2008. RBKC decision expected in September
EPG 32	Management fee and service charge re-charges		Considered by others	See above
EPG 33	Leaking roof affecting middle bedroom	At the request of the Leaseholder and her surveyor, we agreed not to undertake any work to the asphalt roof, I will check whether this leak ,which arose some considerable time ago and was apparently rectified, has re occurred	Roof repairs now carried out TMO to confirm. At residents request this roof was not replaced under major works contract.	Resolved

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EPG 34	Dampness and mould affecting health		Delay in repairing leak would have resulted in additional damage. Opinion that TMO should contribute to making good costs.	Physical damage substantiated although unable to judge any affect on health. TMO to make an appropriate contribution to resident's costs of internal repairs.
EPG 35	Roof Aerial needs replacing	The claim that Apollo had removed her Aerial was raised by the leaseholder some twelve months after the works had been completed. I checked Apollos invoices from their subcontractor which show the aerial being removed and replaced (not disconnected) It is difficult for me to justify the cost of a replacement given the time lapse and lack of evidence	Opinion TMO should replace	Substantiated. TMO to provide a new aerial.
EPG 36	Guttering not cleared - Reported in April 08 – no response	I believe this has been cleared but I will check	Blocked by brick - now removed	Resolved
EPG 37	Management fees and service charge re-charges	September Cabinet Report	Considered by others	HQN report and consultation in 2008. RBKC decision expected in September
EPG 38	Front door bell sounds like reversing lorry	Door bell was replaced as a repair. Will check if a different tone can be easily set.	Opinion TMO should replace	Substantiated. TMO to replace bell.
EPG 39	Thermostats put in wrong way round twice	All reported noise from thermostats has been eliminated, cannot comment whether put in wrong twice	Resolved now but exercise poorly handled	Resolved. See EPG 14

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EPG 40	Communal lights supposed to be like for like	I have been over this numerous times with the leaseholder and the stairs are the main route of escape. The lighting has to be upgraded to comply with emergency lighting and illumination requirements. In fact I offered this leaseholder a compromise which he accepted	Alternative lights agreed with resident	Resolved
EPG 41	Chipped front door steps	Not damage caused by the contractors, not easy to fix without cutting in a piece of stone. Not cost justified. Leaseholder has been told this many times	Damage as noted should be made good	TMO to carry out repairs and recharge contractor as appropriate.
EPG 42	Central heating pipes in basement should have been replaced once removed. Eventually this work was carried out – but twice	Work outstanding		Resolved. Heating works completed and residents have been compensated. TMO & RBKC to review lessons learned and communicate these to residents with statement on how this type of work will be managed in future.
EPG 43	Radiators were to be refurbished before repainting	The radiators were not being repainted (again the TMO does not redecorate in leaseholders flats) when the engineers got into the flats they decided the cast iron radiators could be refurbished in situ by flushing the whole system through –which is what they did and will charge accordingly	Repainting radiators was not part of the scope of works.	Not substantiated.
EPG 44	Windows supposed to be repaired or replaced. Neither was carried out	Not true, windows were all repaired as necessary, we even gave the leaseholder the option, for additional cost to change his Crittal windows to Double glazed aluminium	Inspection of windows carried out during snagging and there will be a further opportunity at the end of the	Not substantiated. TMO to review condition at 12 months defects inspection.
EPG 45	Communal electricity plugs have locks- impractical for cleaning when porter only has the key	Need to be locked to prevent abuse, I am sure that a local arrangement could be made for keys if appropriate	Normal practice - those people responsible for cleaning should be issued with keys.	TMO to ensure sockets are locked with keys available for cleaners.
EPG 46	Unhappy about blanket approach to major works carried out for the Estate, allowances should have been made for individual blocks	Each block was treated individually and met individually	Contract strategy agreed with LAG and final accounts being prepared on a block by block basis.	Not substantiated. Final account to reflect actual work undertaken.

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EPG 47	Claims bad planning of major works project for the estate.	Very difficult and complex project to manage given scope of works and the additional building failures that arose when the scaffold was erected. Project overall completed on time but individual blocks took longer than predicted	Clearly there are lessons to be learned from the major works exercise and planning could have been better. However this was a large and complex project with an expanding scope of works and the planning had to respond to changing circumstances.	Not substantiated.
EPG 48	Scaffolding up for extremely long time when no work being carried out.		This would always be the case if the scaffolding is not to be removed between survey, construction and inspection stages.	Not substantiated. See EPG 30.
EPG 49	One lessee claims a member of family suffered from asthma during the scaffolding with plastic dust sheets flapping around the block during the major works programme	Dust sheets a requirement under H&S, if at all possible they were taken down (we even cut holes in them if someone was reporting particular problems)	Precautions taken to reduce impact on residents, operatives and the local environment in accordance with HSE requirements.	Not substantiated. HSE advice followed and reasonable measures taken.
EPG 50	Claims roof refurbished in 1996/97 during inclement weather therefore had to be re-done in 2002. Adjustment requested in service re-charge account.	The leaseholders architect said roof did not need replacing but following tests, we proved that replacement was necessary. Given there were major roofworks in 2002, I believe there was an agreement with the leaseholder with the previous Director of Finance that the roof is not being recharged,	Cost of roof works not being charged to residents	Resolved. TMO has upheld the complaint and residents not re-charged for roofing works.
EPG 51	Claims white asbestos found in basement despite the use by lessees for storage purposes	These relate to the basement works and you need information from Mark Conyers	Asbestos was known and encapsulated but basement users were not informed	TMO to issue advice to residents on asbestos location and use of basement.

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EPG 52	Complaints over several years regarding the steps. Eventually they fell down and whole lot had to be replaced		Confusion as to who is responsible for what. Recommend all works to steps and bridges should be by TMO and recharged to	Substantiated. Steps have been repaired but TMO & RBKC should clarify responsibilities and inform residents.
EPG 53	Front door steps chipped during major work programme and not repaired		See EPG 41	See EPG 41
EPG 54	Re-assessment of room weightings requested	Requested a re-assessment of the Block in January - File notes re-assessment	Considered by others	Resolved
EPG 55	Level of management fee and service charge re-charges	September cabinet report	Considered by others	HQN report and consultation in 2008. RBKC decision expected in September
EPG 56	Building repairs: Orders to invoices not matched	TMO wrote again to the leaseholder in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
EPG 57	Building insurance rebate (12 as opposed to 10 years being queried)	TMO wrote again to the leaseholder in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
EPG 58	Extra door entry handsets mischarged	TMO wrote again to the leaseholder in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
EPG 59	Contract cleaning building –mischarged	TMO wrote again to the leaseholder in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.

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EPG 60	External Site cleaning on service charge not explained	TMO wrote again to the leaseholder in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
EPG 61	Estate service contract (pest control, water testing, door entry system) proof of attendance required	TMO wrote again to the leaseholder in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
EPG 62	Requires clarification on gardening costs and an explanation as to why there is a charge of. £1000+ for watering charge	TMO wrote again to the leaseholder in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
EPG 63	Installation of new windows – a query whether a betterment or improvement?		See EPG 64	See EPG 64
EPG 64	Preference for crittal windows to be repaired rather than replaced. Letters to lessees: even if they didn't want windows replaced, they would still have to pay for communal replacement and contribute costs to any lessees who elected to have new windows (i.e. subsidising communal replacement windows and those who elected to have	68 was the only block where residents were offered the choice of having their windows changed –there was an orchestrated protest against double glazing, In the event, the vast majority went for powder coated aluminium. As stated it was made clear that the windows are part of the external structure and the leases require that they are charged across all flats. Equally, there is now an ongoing maintenance liability across the block as a whole to scaffold and redecorate those leaseholder windows that were not changed	Opinion that replacement of serviceable windows for double glazed units was betterment.	The extra over cost between refurbishment and replacement should be borne by residents who have the new windows. Any extra over costs of windows in communal areas can only be charged with prior agreement to the works being carried out.
EPG 65	Carpet replacement – costs quoted by project manager and that of suppliers are at odds. Clarification on costs sought, and date requested for fitting.	The carpet supply costs the TMO have were from two separate suppliers and are within pence of each other. I do not know where this leaseholder got their price but I will recheck with the manufacturer	Carpet costs obtained by competitive tendering and programme for replacement is under way.	Not substantiated.

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EPG 66	Noisy radiators is a constant problem which still has to be resolved and is affecting the health of residents	We in put place an action plan to sequentially eliminate all possibilities, the belief is that any noise has been eliminated (accepting that there will be normal pipe expansion and contraction) However TMO engineering services are geared up to address ant further re occurrences and have offered to alter the flow and return pipes to address the newly raised issue of a radiator not getting hot across its full surface	Resolved now but exercise poorly handled	See EPG 14
EPG 67	Contractors in flat (6 painters on any one day with 6 central heating engineers)	I am very surprised but cannot refute the allegation without going back over the records	Maintenance contractor is paid for the job not the amount of man hours used.	Not substantiated
EPG 68	Hall carpet still to be fitted	All carpets deliberately left until the end of the contract. Carpet only specified for ground floor to reduce noise, measured up	Installation late but now under way	Resolved. Work in progress as part of contract.
EPG 69	Asbestos found in basement – claims no safety precautions taken by contractors	Totally untrue, this refers to asbestos sheet found in a kitchen unit. It was removed in complete compliance with regulations –method statement available to support it	Asbestos removed under controlled conditions by specialist.	Not substantiated.
EPG 70	Paint stains on the floor to be removed	Some of these are ancient and proving difficult to remove. Nonetheless, we have had people on the concrete stairs scraping them down. They are 50 year old bare concrete stairs that will never be perfect but we will get them to a reasonable condition	Floors have been re-cleaned	Resolved
EPG 71	Front door security fitted with wrong mechanism so had to be re-fitted after several months complaints	This did take too long to rectify, partially because the nature of the complaint was misinterpreted by me that the door was being left open by the workmen rather than that the mechanism wasn't what was wanted	Poor response but now dealt with	Substantiated. Resolved but TMO should ensure security issues are given priority.
EPG 72	External windows were power cleaned which caused damage to windows. Contractors refused to take responsibility	Contractor accepted responsibility and problem resolved	Opinion that windows were damaged.	Substantiated. Internal damage has been made good. TMO to check condition at 12 months defects inspection.

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EPG 73	Re-plastering of one flat had to be done 5 times	I know of one flat where they returned at least twice but I am surprised by five. The one I am aware of is where a leaseholder did not like to be disturbed and a plasterer took a view that he could do a stretch of plaster in "one hit" to minimise inconvenience. In the event he was wrong and the plaster sagged and had to be redone	Contractor failed to meet an acceptable level of customer service.	Substantiated although no specific further action. TMO to apologise.
EPG 74	Contractors coming on site to do painting – without bringing paint with them	If they are not painting they do not get paid. The only reason I can think of for them arriving without paint is to do a colour check	Unnecessary inconvenience for resident	Not substantiated.
EPG 75	In one flat valve installation pointless as does not work	I am not aware of this, if I know which one it is I will have it addressed	Possibly the resident did not understand how a TRV works.	TMO to check all residents understand use of valves.
EPG 76	Breach of confidentiality. Arrears letter sent by mistake	TMO have apologised and will be reviewing procedures	Considered by others	Resolved
EPG 77	Draughty windows	Windows are Victorian casements, for them to function, there has to be movement which inevitably causes draughts. Weather stripping is a possibility but this is a relatively expensive process and because it is definitely an improvement would not be rechargeable	to be expected with old sash windows	Not substantiated
EPG 78	Replacement central heating nipple	Awaiting confirmation from Leaseholder of a convenient time	Unacceptable delay	TMO to action

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EPG 79	Querying whether radiator head really needs replacing	Issue is in respect of thermostatic valve being boxed in by leaseholder –awaiting leaseholders call to discuss	Yes in order to operate correctly	Resolved
EPG 80	Inconvenience of cutting off electricity supply		Poor communications and lack of consideration on the part of RBKC	Substantiated. RBKC to apologise. Not grounds for compensation.
EPG 81	External windows to be resealed and repainted	This relates to the replacement hardwood cills where the contractor followed the specification but something in the treatment of the hardwood is reacting with the paint. Agreed with leaseholder that we will redecorate in spring	Yes some windows defective	TMO to identify scope of works and publish a programme for remedial action.
EPG 82	Management fees	September cabinet report	Considered by others	HQN report and consultation in 2008. RBKC decision expected in September
EPG 83	Breakdown of service re-charges requested	Have been provided	Considered by others	The TMO must check that the leaseholder is satisfied with the information.
EPG 84	Lack of heating	This block is at end of run and top floor flat suffers more than most. This is a known problem that can only be addressed (without wholesale replacement of the distribution pipe work) by commissioning the heating systems in the late summer to allow the air to be chased out of the system – this is now in the TMO programme	Compensation paid	Resolved. Compensation paid.

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EPG 85	Latch on one of the bedroom windows broken during major works programme and still not repaired having to climb in bath to secure window to a radiator	Not sure whether both these points relate to the same window latch, this is not something that I am aware of but will chase	Advise TMO to attend asap	TMO to repair.
EPG 86	New latch to window waiting for one year		Advise TMO to attend asap	See EPG 85. TMO to make a goodwill payment for failure of repair service.
EPG 87	Scaffolding up for longer period than necessary and prices have been overcharged – claims cheaper elsewhere		Scaffolding prices were obtained as part of a competitive tendering process and scaffolding costs are being paid based on the amount of work carried out not the amount of time erected	Not substantiated.
EPG 88	Boiler and radiator prices overcharged – claims cheaper elsewhere	All works at EPG were the subject of a competitive tendering process and the cheapest contractor was appointed. The leaseholder action Group approved the process and were part of the selection panel	Prices obtained as part of a competitive tendering process.	Not substantiated
EPG 89	Were the major works “improvement” or “betterment”		Generally not betterment.	Works were improvement.
EPG 90	Paving slabs not replaced when should have been	There are still some slabs to be replaced to the rear of 93, we previously met with the block rep and have agreed an inspection visit in the week following Easter when all the slabs to be replaced will be identified	Meeting now arranged with residents	TMO to carry out repairs
TM 1	Was re-wiring necessary?	Wiring was subject to an inspection, only necessary rewiring was undertaken, all residents were offered the opportunity to have wiring chased in if it was technically possible to achieve		Not substantiated

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TM 2	Was it a pre-requisite to installation of new kitchens and bathrooms?	All decent homes properties were inspected by an independent surveyor who tested the property against the standards set for decent homes by the Government		Not substantiated
TM 3	Why was the re-wiring not trunked?			See TM1
TM 4	New kitchen and Bathroom replacements were a waste of money			See TM2
TM 5	Substandard work carried out under the Decent Homes projects	All works were necessary and of good quality, the satisfaction rating from tenants was very high –well into the upper nineties		Not substantiated
TM 6	Inadequate guttering			The TMO must ensure that the complaint is clarified with the resident and resolved.
TM 7	Damage caused by contractors during works programme	There was damage to the railings bringing in a container that have been repaired. Claims that there was damage to the railing during the works have been investigated and refuted, nonetheless we have agreed to re paint the chips		Not substantiated
TM 8	Old established lawns pulled up for no reason and	TMO wrote again to the resident in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
TM 9	well established shrubs and hedges pulled up for no reason	TMO wrote again to the resident in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.

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TM 10	Tree surgeons used instead of landscapers	TMO wrote again to the resident in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
TM 11	Blocking off of skylight in roof	TMO wrote again to the resident in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
TM 12	Lack of caretakers on the blocks now	TMO wrote again to the resident in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
TM 13	Bulbs not being replaced in communal areas	TMO wrote again to the resident in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
TM 14	Not satisfied with the Cleaning contractors	TMO wrote again to the resident in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
TM 15	Service charges always need checking as invariably there are mistakes (miscoding, overcharging etc).	TMO wrote again to the resident in July to seek another meeting to establish the exact nature of the complaint. No response.		The TMO must ensure that the complaint is clarified with the resident and resolved.
TM 16	Charged for works not completed (ie watering shrubs)			The TMO must ensure that the complaint is clarified with the resident and resolved.
		Referred to TMO – Claim for disrepair etc being dealt with by Legal		
TH 1	Expensive scaffolding		Tender obtained in competition	Not substantiated
TH 2	Re-pointing of brickwork with an angle grinders caused much disturbance to residents and they question was this really necessary.		Scope probably justified but disturbance caused was poorly handled. Costs were inflated	Appears to be substantiated. All matters related to the effect of the works are subject to the compensation claim.

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TH 3	Claims that the use of angle grinder is an indication that the mortar was solid		Not necessarily	Not substantiated as a complaint against the TMO
TH 4	One resident's family suffered from breathing problems and had to be hospitalised		TMO to improve procedures	All matters related to the effect of the works are subject to the compensation claim.
TH 5	No warning given to keep windows closed	TMO accepted that the contractor's performance was unsatisfactory. The TMO is awaiting the outcome of an insurance claim.	Poor procedures/control s in place	Appears to be substantiated. All matters related to the effect of the works are subject to the compensation claim.
TH 6	No warning of scale of dust and noise	TMO accepted that the contractor's performance was unsatisfactory. The TMO is awaiting the outcome of an insurance claim.	Poor procedures/control s in place	Appears to be substantiated. All matters related to the effect of the works are subject to the compensation claim.
TH 7	Following complaints about the noise of the angle grinders, removal of the mortar fro the re-pointing work continued with hammer and chisel for 3 solid months		See TH 2	See TH 2
TH 8	Claim no consultation of the work to be carried out		Legal challenge being addressed by RBKC solicitors	All matters related to the effect of the works are subject to the compensation claim.
TH 9	Claims of damage to walls of the block		No details, if caused by angle grinding or hammer and chisel repairs should be at contractors expense.	Unable to substantiate given passage of time
TH 10	Claims of over pricing on contract prices (e.g double glazing priced per block rather than as a job lot)		Procedures were followed	Not substantiated
TH 11	Windows specification stated stripping back to bare wood but this was not done in every case.		Work carried out in accordance with specification	Not substantiated

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TH 12	Warped windows with gaps not repaired		Warped windows should have been repaired before painting	Not able to substantiate due to passage of time.
TH 13	Windows were replaced previous 10 years, specification required windows to be stripped back to bare wood. Not all were stripped. All gaps to be refilled with high performance poxy resin		Work carried out in accordance with specification	Not substantiated
TH 14	Poor standard of painting		Inspected by clerk of works and visually appears adequate.	Not substantiated
TH 15	Flat roof of the block replaced with a pitched roof. As roof covering was 20% more than the original roof the rain outlet and down pipes were inadequate.		Agreed. Costs waived.	Substantiated. Subsequently resolved through further works and costs were waived.
TH 16	Despite warnings by residents that the original guttering would be inadequate, scaffolding went up to replace the flat roof but then the guttering overflowed, instead of replacing the guttering, the contractors cut lengths of plastic guttering and stuck to the edge of the old guttering to collect the excess rain water from the new roof and act like a buffer		Agreed. Costs waived.	Substantiated. Subsequently resolved through further works and costs were waived.
TH 17	During the cyclical repairs the guttering required repairing and the contractors were told to replace old guttering with the same size as other sizes did not exist. This was not true as one resident looked up the sizes on the internet and found 16 different sizes of		See TH 15	Substantiated. Subsequently resolved through further works and costs were waived.

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TH 18	Repainting of stairwell unnecessary and in a colour not acceptable to residents		Inclusion with external decs is reasonable. Costs waived	Not substantiated.
TH 19	Inexperienced contractors used to resurface the specific material for balcony floors and hence the standard of work was poor		Now visually satisfactory	Not substantiated
TH 20	Caretaking service has reduced but still paying the same – no-one clears the gulleys or the main out drains now which require cleaning out	The increasing cost was the reason behind the review and reduction. Gulleys and main drains are responsive repairs and are actioned upon need / request / problem.	Estate management issue	Not substantiated. However this complaint reflects a number of statements of dissatisfaction about the changes in the caretaking service. The TMO needs to present a clearer explanation to all residents to justify the costs being charged.
TH 21	Work of cleaning contractors of poor standard	Process involves feedback / estate inspections / reviews	Estate management issue	Not substantiated.
TH 22	Complaints to customer services team are not followed through and constantly having to chase	Complaints review with Joanne underway	TMO matter	Was a substantiated complaint in 2007/08. Complaints procedure was reviewed in 2008. Picked up in the Improvement Plan and performance has improved.
TH 23	One tenant has been waiting for several months for adjustment on ball valve so toilet cistern does not overflow	Need to know who - Housing Officer? Repairs screens	Agreed that this delay is unsatisfactory	The TMO must ensure that the complaint is clarified with the resident and resolved.
TH 24	Repairs should be of adequate standard so they should not have to be re-done again in 6 months' time	Agree	Agree	Comment not a substantiated complaint.

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TH 25	Claims by residents that s. 20 notices not served – only to the secretary of the Residents' Association	s20 notices were served correctly in 2004.		Having seen the documentation, I am satisfied that the notices were served and the matter resolved with the residents in 2006. Not substantiated
TH 26	Require full breakdown of costs to be re-charged	Costs were provided		Not substantiated
TH 27	The work for the guttering and damage to brickwork should not be recharged to the residents	Costs were waived	Agreed	Resolved. Costs were waived. See TH 15-17
TH 28	Claim that as removal of mortar was unnecessary, residents should not be re-charged		A rechargeable item but costs would have been inflated by poor	Resolved. Costs were waived. See TH 15-17
TH 29	Claims that not all windows were stripped to bare wood and repaired and should not be re-charged		Work to windows appears to have been carried out in accordance with the specification	Not substantiated
VC 1	Queries on service charges final accounts, especially the coding	Has not been possible to identify the complainant		Not substantiated. However these comments reflect other complaints and this has been covered in the adjudication report. The TMO and Council should ensure these matters are discussed and resolved with the EMB.
VC 2	No differential between leaseholders and freeholders in terms of re-charges	Has not been possible to identify the complainant		
VC 3	Querying management fee	Has not been possible to identify the complainant		
VC 4	Substandard cleaning of communal areas	Has not been possible to identify the complainant		
VC 5	Private road with a public right of way	Has not been possible to identify the complainant		