

LANDMARK PLACE

Minutes from the Leaseholders Management Committee on 19th April 2005

In attendance

Robert Wiffen Area Property Manager (Mainstay)

Mr. R. Aldred

Mr. P. Walker

Mr. M & Mrs. A Rowe

Mr. L. & Mrs. E. Cotton

Mr. R. Hopkins

Mr. M. Johnson

Dr. & Dr. D'Auria

Apologies:

Mr. V. Ashley

Mr. G. Garrard

Mr. A. Tracey (Vice Chair)

Ms. C. Redfearn

ITEM

RA welcomed everyone to the meeting, especially those attending for the first time.

ITEM

LC/EC found that following damage in their apartment resulting from a water leak within the fabric of the building, there was no clear guidance/procedure available to facilitate prompt remedial action. A request for assistance from the appointed Crosby Maintenance Team (EMDEE) on a Friday resulted in an offer to attend on the following Monday afternoon. The entire episode took 9 days to resolve.

They also reported that the building insurance specified immediate reporting of damage, presenting problems when apartments can be unoccupied for unspecified periods, allowing unreported leaks and subsequent damage to manifest itself.

The issue of emergency access to other apartments in order to identify the source of leaks was also raised.

RW agreed to a) prepare a Procedure for Emergency Access b) liaise with Norwich Union re the terms of the policy seeking legal opinion if necessary c) ensure a clear procedure for dealing with insurable risks is communicated to all residents

Matters arising from minutes of the previous meeting

Rubbish and Litter

MR/AR said they visited the City Planning Offices to research the planning documents submitted by Crosby Homes relating to refuse storage for the residential parts of the development. Communication between Crosby Homes and the City Planning Department in November 2000 (prior to commencement of building work) indicated that the purpose built refuse area adjacent to the Front Foyer was to be

allocated to the Retailers in Landmark Place and the residents' refuse storage to be contained within the Car Park. This was approved by the Planning Department. Members said that the Sales Office promoted the purpose built bin store as a permanent arrangement. Failure to mention the future movement of residents' refuse to the Car Park could constitute misrepresentation/miss-selling. Legal advice may be sought. RW confirmed that the Lease does not allow the bin store to be shared with the Retailers.

Cardiff City Council advised RW that council tax covered only one collection weekly. The number of chargeable collections could be reduced by increasing the number of dustbins to a maximum of 28 with one collection weekly. This would be an unacceptable option.

Car Park

The cleaners have tested two machines for cleaning the Car Park and have identified the preferred one. The cost of purchasing the machine would be £3879 inc. discount plus VAT. The cost would be offset by an annual allowance of £3000 allocated in this year's budget for an external cleaning service. Hiring the machine may be more cost effective. RW will investigate.

It was suggested that fire cladding and finishes to walls/butresses in the Car park was not up to "reasonable expectation". McAlpines have replaced some damaged fire cladding, which since has become a further problem caused, they say, by careless drivers.

The problem with cement dust in the Car Park is ongoing, but the cost and long term effectiveness of remedial work, funded from the Maintenance budget, would be prohibitive. McAlpines decline to do more.

AR/MR volunteered to look at the Building Regulations Manual (stored in the Concierge Reception area) in relation to Fire protection standards in the Car Park and report back at the next meeting.

Warranty periods

Residents are responsible for notifying Crosby Homes with their own "snagging" list before their two-year warranty period expires. However, discussion centred on defects in communal areas and RW reported that McAlpines have agreed a "snagging" list, particularly in relation to significant settlement cracks. However, concern was expressed that areas such as the roof may not have been inspected. RA, MJ & LC volunteered to carry out an inspection.

Residents Parking Club

PW reported that some interest had been shown in the scheme. However, it was recognised that successful operation relied on protecting the parking places of participants against unauthorised use. He will contact Park Rite Security Services to ascertain the cost implications of a clamping service for Parking Club members. Non-participants would be unaffected. The use of bollards to prevent unauthorised parking is an option for individual choice.

RW reported that he had discussed with the Concierge staff the need for tighter control of access to the Car Park for people without Fobs. He will monitor this.

RW also confirmed that keys left with the Concierge Team should be securely locked away until moment of collection and not be left at any time in the desk area.

Noise and Neighbour Nuisance

A problem of antisocial behaviour by occupants in apartment 107 was reported. The sub committee (RW, RA, RH and MJ) will look at the procedure for dealing with this and future cases.

The problems relating to 75 and 77 have been resolved.

RW confirmed that a letter had been sent to all Leaseholders regarding Short Term Lets and consequent breach of the lease. RA met with Service Let who said they were moving away from short term in favour of long term lets. There is a need to identify other short term let apartments.

Any Other Business

RW reported a) waste bins, for small incidental items, have been placed on all floors of the Car Park. Normal household rubbish should be put in the containers in the Ground Floor Car Park b) the non-functioning entrance door to the reception area has been repaired c) the damaged picture in the core 4 lift area has been sorted out d) the tiling of lifts in cores 2,3 & 4 will be undertaken on 13th & 14th May e) two refuse storage containers have been ordered to replace the broken ones.

The cleaners are unable to alter their schedule in order to accommodate a 7-day service. It was agreed, therefore, that agency cleaners would be called in at weekends if/when required and to provide holiday cover on an ad hoc basis.

The high cost of electricity for communal areas was raised at the last meeting. MJ has obtained like for like comparative costing of the current supplier, London Energy (£30,001.38) with an alternative supplier, Npower (£19,762.66). The Committee agreed to transfer the electricity to Npower making a significant saving. RW agreed to obtain like for like quotes for Building Insurance from Insurers nominated by the Committee.

RW will arrange for adjustment of the turning on/off of the building's external lights to reflect the lighter evenings.

The next meeting will be on Tuesday, 17th May at 6.30 p.m. at Prospect Place.