

# Kingsley Court Annual General Meeting 2023

## Meeting Minutes

Date of Meeting 15<sup>th</sup> November 2023  
Venue Online via Teams  
Chair Rhian Roberts

### 1. Attendees

Allam Ahmed	Flat 1	Tim and Carrie Klein	13
Sue Gregoriadis	2	Ruth Halliwell	14
Steve Gray	4	Michael Markham	15
Michael Fleming	5	Rita Altman	16
Emma Cox	7	Peter Nagle	17
Kim Anderson	10	Maria Higgins	19
Murielle Pycock	11	Jon and Emma Peace	20
Rhian Roberts and Mike Sheehan	12	Lachlan Bedford-Cooper on behalf of Jonathan Rolls	

### 2. Approval of minutes of previous AGM (Nov 2022).

Approval was proposed by Michael Markham and seconded by Sue Gregoriadis. The minutes are thus approved.

### 3. Accounts of Kingsley Court Ltd.

#### 2022 accounts

Maria questioned some items:

- The drop in engineering works costs: Lachlan explained items such as tank clean and maintenance were now deemed as H&S items and was reappportioning those to other line items. Kim asked could we have details in the accounts for expenditure such as, the garage roller door and garage pedestrian door etc. as leaseholders don't know how much has been spent on such items? We used to so we could decide our short, medium and long term plans for expenditure. **Action:** JR to ensure changes in apportionment to headings in the accounts would be detailed in notes accompanying the accounts.
- Lachlan explained that only 3 months of the 2022 accounts fell during the period that Jonathan Rolls were appointed as managing agents, so those payments were included in accounts provided by the previous agents (Stuart Radley Associates). The final 2023 accounts will be more comprehensive and representative.
- Why are the company secretarial fees so large, what are they for? Lachlan said it was for lease work. Maria requested details as there should not be any lease work concerning the

enfranchisement as all fees were agreed and paid ages ago. Rita confirmed she had also queried this with Lachlan during the accounts being generated.

- **Action:** Lachlan to provide a breakdown of fees and either provide a justification or arrange reimbursement.
- Composition of item labelled as 'professional fees'. Lachlan said this was for an onsite valuation for buildings insurance (which led to a reduction in premium this year). **Action:** Lachlan was asked to include these details in next year's accounts.
- Reason for Health and Safety fees of approx. £2300. In 2022 these included water pump cleaning by Heatcraft (£900), lightning protection and associated remedial work, and H&S assessments. **Action:** Lachlan to provide breakdown of this number

The 2022 Service Charge Accounts were proposed by Michael Markham and seconded by Rita Altman: motion carried.

#### **2023 accounts (not yet final)**

Steve asked about repairs charged for 2023 including whether the £13K item included replacement of the water pump (which cost approx. £10K). That is not included because that charge was incurred in April 2023, outside the accounting period. It will be listed as a separate budget item in the next financial period.

#### **4. Reappointment of Haines & Co as company accountants.**

Proposed by Michael Markham and seconded by Jon and Emma Peace: motion carried.

#### **5. Directors' report.**

The two current directors are Michael Markham and Rhian Roberts. It was confirmed that they will continue for another year (Michael was proposed by Tim Klein and seconded by Mike Sheehan, Rhian was proposed by Rita and seconded by Mike Sheehan).

The Directors' report was pre-circulated to leaseholders. The following issues and questions were raised at the AGM:

- The **lease extension process** is still continuing slowly due to a large backlog of requests at the Land Registry. Rhian has checked with the solicitor that the estimated date for completion (Jan 2024) is still achievable. In response to a question from Emma, it was confirmed that the extension will still start from the original date and will extend the lease to 999 years.
- **Fire safety.** Following an inspection which resulted in numerous (and potentially costly) recommendations, Maria asked that the inspection company should indicate what work is essential/mandatory and what is optional. Also, why are there new recommended changes to fire doors since they were only recently upgraded following a previous fire safety report? Lachlan said that there are additional requirements since the Grenfell fire. All flat doors have to have a fire survey annually. A fire information box has been added in the lobby and will contain fire plans of building, a list of vulnerable individuals & other items. **Action:** Lachlan to ask all leaseholders if they would like to be included on the "Require Extra Help" list.

Tim noted that previous work covered only adding intumescent strips and 3rd hinges to doors, plus smoke protection. The existing door chain closers are no longer approved;

overhead closers are preferred. However, Maria said that some types of chain closers are currently acceptable, and she will provide details to the committee.

Tim also said that changes in fire protection regulations may at some point require an updated automatic opening ventilation system. The current system is acceptable (despite an occurrence of a window opening randomly) but any change would involve major works and possibly an overhaul of the entire alarm system.

- **External decoration.** The Directors' report says that the block is due for repainting every 5-7 years, and it is currently 4 years since the last time. However, Jon pointed out that Brighton Council require blocks to be redecorated only every 10 years. The AGM agreed to work to that 10 year schedule as repainting is so disruptive and expensive.
- **Problems with the lift.** There have been several major problems this year which have severely inconvenienced residents.

(a) When the lift failed, the Kone engineer had difficulty in getting access to the building out of hours. There is in fact a key safe outside the lift engine room in the basement. However, Kim said no-one was aware that it had been installed let alone consulted with prior to installing it. She asked how would emergency services / Kone gain access into the building if no one answered the intercom to let them in? Response – it would be unlikely that no one would be in the block to let them in. Kone have now been made aware of it.

(b) Kim said the lift had failed several times and repair has been delayed for several weeks because Kone have been unable to source spare parts? As a follow-on, Maria asked if Kone could identify critical parts that are difficult to source that Kingsley Court could keep in stock. Lachlan: we are awaiting a report from Kone about the recent incident, and that will include recommended actions. He can get a list of components from Kone's records. Also, there will be a 3rd party lift inspection in January which can provide independent recommendations.

(c) Several residents questioned the service received from Kone and whether it was up to the level of response that we pay for in the contract. Lachlan said we are on a relatively high-level contract and he didn't believe that Kone were in breach because they had to work sequentially through the process of identifying the fault, ordering parts and then scheduling a repair. However, he will send us a copy of the contract for residents to examine. This will be added to the Kingsley Court website.

(d) Residents also complained that while the lift was out of order there was no information whether anyone was chasing the remedial work. Lachlan said that he did make regular phone calls to Kone, and Michael said that Bev Markham was calling their regional operations director sometimes twice a day.

(e) The emergency phone in the lift is not working. This is because the previous managing agents did not notify Jonathan Rolls that there was an ongoing BT business account, with the result that the line was cut off for non-payment. BT apparently never reinstate such lines. Lachlan is working with Kone to ask them to find a solution. Meanwhile, residents using the

lift should carry a mobile phone. Kim raised about the lift and intercom system coming to the end of their lifespan and said she had raised this at previous AGMs but at the last one, the priority seemed to be more on EV charging. What is being done about the lift and intercom – will we receive information on potential contractors, quotes /costs, contracts and service agreements before anything is decided? She gave an example of elsewhere and the installation of an intercom system with Wi-Fi options - thousands of pounds were spent on installing new system, only to discover that Wi-Fi enabled units were not suitable and they should have had a survey to determine this beforehand, so they were left with a new intercom system that doesn't work most of the time.

- **RAAC concrete.** Steve asked for confirmation that Kingsley Court is not built from RAAC. Michael Markham said that his flat's two structural surveyor reports have confirmed that the building is standard reinforced concrete. RAAC was apparently only used for buildings of up to 2/3 floors.
- **Use of garage for storage.** Kim raised the prevalence of stored items as a safety issue. She said had been repeatedly raising this for past 2 years with the Committee and Lachlan. Lachlan confirmed that we had been having email exchanges and he had confirmed that according to fire service regulations the garage (and all communal areas) must be kept sterile and clear of any surplus items because they pose a fire and safety risk. However, Kim said despite this the hazardous items had yet to be removed. He is due to make another site check in a month or so and will contact residents and leaseholders if he finds anything problematic. Kim suggested that in between JR visits, the protocol used in previous years of porters reporting surplus items to JR should be reinstated to ensure items are removed quickly as they were in previous years.
- **Leaky flat roof.** Murielle's flat is below this roof area and has suffered from leaks for 2 years. Lachlan believes the problem has now been identified (extreme summer temperatures deforming the asphalt and rubber coating) but the company (High Five) that laid the roof do not accept that the fault falls under their guarantee. He is trying to contact Stuart Radley's surveyor to check the original work schedule and whether we have a case that the guarantee should apply.

Murielle said that it is not acceptable to have this problem going on for so long, not to have a commitment to repair the roof some time in 2024. **Action:** Lachlan agreed to provide a decision on appointing a roofing contractor by January. A temporary repair is in place to secure the roof until then. Murielle agreed to this timescale.

In addition, Murielle is still awaiting after many months for contractors instructed by Lachlan to repair the internal ceiling damages. She has notified Jonathan Rolls that she will bring in her own contractor if there is no immediate action. As a follow-on from this issue, Maria made the general point that Jonathan Rolls need to improve their processes to give leaseholders assurance that a correct process will be followed and clear timelines for resolution. Lachlan agreed that he and Jonathan Rolls will ensure this kind of delay doesn't happen again.

- **I asked if there was still a problem with leaking doors.** Michael said no and I replied was aware that they were still leaking with water pooling on the inside of the front and side entrance doors of the building. Other leaseholders agreed this to be the case.
- **Responsibility for safety Issues.** Maria raised a general concern that there is no longer anyone that is taking responsibility for ensuring safety issues are followed through. She gave the example that earlier in the year, 3 flats had foul tasting drinking water for months because Lachlan had not noticed that the water tank had not been cleaned nor pumps serviced for 4 months after they should have been. That this was only picked up when the water pumps thus completely failed and 3 flats were completely without water and told not to use their flats for 2 weeks.

Maria noted she had asked Lachlan and the committee several times since; who is responsible for making sure these sort of safety related jobs are fulfilled when they should be, without a response. Kim had also contacted Lachlan several times asking when was the boiler last serviced and water tested, before it had broken down.

Lachlan explained that the responsibility started with the board of directors of the freehold who then instruct JR to appoint contractors to fulfil these safety obligations and tasks and that JR then instruct those contractors to carry out the tasks.

Maria stated therefore that JR have a responsibility to arrange contractors turn up to carry out safety tasks and depending on the issue either: be present on site when contractors visit OR at the very least if they are delegating JR's duties to manage contractors to the Porters, JR need to give a good forewarning to the Porters of when exactly to expect the contractors, details of what the contractors are to do and what exactly the porters need to check before the contractors leave, and then JR need to check with the Porters on the day what happened with the safety contractors and whether they did as planned. Kim added that often the porters were not aware that contractors were attending until they turned up on the day. They then had to spend time phoning to verify with JR why they were attending while contractors hang around (using own phones as no credit on KC phone) and then contacting leaseholders to get their permission for access if required before giving keys to them. Lachlan said he merely instructs contractors and at some later point in the year a H&S report is done that will hopefully pick up if contractors have done what they were asked to do during the year.

However, it was pointed out this is not acceptable as that can be months after a safety job was required to be done. During the water safety neglect, Heatcraft were meant to attend in January to clean the water tanks and service the pumps, however Lachlan did not notice they did not attend and this was only discovered because the pumps completely failed. If the pumps had not failed it is unclear how many more months 3 flats would have continued drinking dirty water.

Lachlan complained he was too busy to come to the building to manage contractors complete the tasks KC Ltd pay them to. Rita re-iterated that Lachlan had a duty to at the very least call the Porters to get a confirmation that contractors had turned up and carried out the required tasks. Tim also intervened to confirm JR had a "duty of care" to KC Ltd which would include checking that contractors turned up when scheduled and if not that was JRs responsibility to rectify. Many other residents agreed with this sentiment. It was suggested Lachlan should have a calendar and checklist to ensure safety jobs are done and carried out to a required schedule.

Lachlan acknowledged his mistake in not confirming the contractor (Heatcraft) had attended when due and agreed he would do this going forward. **ACTION** Lachlan to monitor contractor jobs and check on the day whether they have been appropriately completed.

- **Water Tank testing after failed cleaning in May** Maria raised the issue that after the 3 flats had been drinking foul water for months she contacted Lachlan about the need for the tanks to be cleaned AND the water tested to check it was ok given the seriousness of what had been allowed to happen. Lachlan had agreed by email in May that the water tanks would be cleaned AND the water tested, however despite several requests he had not provided the results of a test and only repeatedly provided a job report that confirmed the cleaning done on the tank but made no mention of any testing being carried out. Kim agreed with this and said had also been asking Lachlan to specify dates when the tank had been cleaned and then tested as these were two separate requirements that should be carried out. She asked Lachlan if any of the affected leaseholders had claimed compensation, given that one of the flats was tenanted and those tenants with small children, had had to be temporarily rehoused because of no water. Lachlan replied, no one had claimed compensation for this **ACTION:** Lachlan agreed to forward water testing results from May.
- **External doors.** All of them have various problems with shutting properly and this is a security issue. Sue G said they are also difficult to open, but this is partly because of the need to have strong mechanism to close even during high winds. Tim suggested that the garage roller shutter door could be used as an alternative.

Michael also made a suggestion to consider making the King's Road doors open and close electrically. **Action:** Lachlan to investigate options and costs to make the door automatic in some form. Once options and costs are known provide information back to shareholders to consider options.

- **Parking spaces.** Allam raised two questions (also noting that he has taken them up individually with Lachlan with insufficient response). (a) What are the rules for renting car parking spaces separately from the flat? Lachlan said that the lease allows flats to be sublet to one family, implying that the flat and car parking space are one item for rent. **Action:** Lachlan to provide a copy of the relevant part of the lease to Allam. (b) What should happen when someone parks in my space? Lachlan/Jonathan Rolls will contact those people if he is provided with details. Contact him directly, or let the porter know.

Steve said that the visitor parking space is supposed to be for 2 cars. He asked leaseholders to communicate this rule to their tenants. Jon also asked leaseholders to make sure that visitor's cars don't encroach on his parking space.

- **Information about tenants who are subletting flats.** Tim made reference to Building rules as present in the Kingsley Court Guide and Maria confirmed those rules that anyone who was subletting should provide tenants' details to the managing agents. Lachlan agreed that Jonathan Rolls can hold tenant details on file so that it is possible to notify both leaseholders and tenants when there is important information to communicate.

The Directors' Report was accepted by the meeting.