

**THE LONDON BOROUGH OF HARINGEY (HIGH ROAD WEST PHASE A) COMPULSORY PURCHASE
ORDER 2023**

ACQUISITION OF LAND ACT 1981

COMPULSORY PURCHASE (INQUIRIES PROCEDURE) RULES 2007

UPDATED STATEMENT OF CASE USED AS STATEMENT OF EVIDENCE

On Behalf of Mary Powell (Objection 11)

9 October 2023

1. Introduction and Background

- 1.1. My name is Mary Powell. I have been leasehold owner of the dwelling at 63 Whitehall Street, London N17 8BP (“the property”) since 9 November 2007. I am a residential leaseholder and have not let out the property for profit. This has been my only and principal home since 9 November 2007. I have put down roots in this area, having lived on the Love Lane Estate for 16 years, and in Tottenham for 28 years. Most of my adult life has been based around Tottenham. I have friends nearby, and have volunteered in several local organisations including foodbanks and cycling projects. I am a regular visitor to local open spaces such as the Lea Valley Park.
- 1.2. The property is located on the southern side of the Love Lane Estate. The estate comprises a collection of buildings constructed in several stages which are clustered around the road Love Lane. It is as such an “accidental” estate and was not built to one co-ordinated plan.
- 1.3. Some of the buildings pre-date the Clean Air Acts having chimneys, and appear to date from the 1950s, such as 2-32 Whitehall Street (evens). The building I live in dates from around 1970 and was built to the spacious Parker Morris Standards. This is part of a U-shaped group of buildings comprising 3-29 Whitehall Street (odds), 31-61 Whitehall Street (odds), 63-89 Whitehall Street (odds), 2-28 Orchard Place and 4-18 Brereton Road. This connected group of buildings is made up of 5 low rise blocks made up of 2 layers of maisonettes. Ground floor maisonettes such as mine are accessible through a street door with no need to enter a communal entrance door first. The upper storey is accessed via a communal door entry system leading to externally mounted stairwells and connected walkways linking all 5 buildings. The blocks, all in the same style, form a U-shaped group, with communal lawns at the front and back. There are no lifts, bin cutes or communal fire detection systems in place. This relatively simple layout is functional and ensures that the service charges remain modest.
- 1.4. During the first 4 years of my residence, I renovated the property to my own standards in stages, as and when I could afford to do so. This included full rewiring, removal of asbestos, boiler renewal, full kitchen renewal, partial bathroom renewal, full redecoration and renewal of all floor coverings. In around 2012 I first became aware of proposals by the Haringey Council to redevelop the Love Lane Estate in some format. Initially refurbishment of the estate was presented, in principle, as one of the options available at an exhibition at the old Spurs stadium. However, this was soon discounted as an option and full demolition was the only proposal on the table in subsequent “consultations” from 2013.
- 1.5. Consequently, whilst I have maintained my home in the meantime, I have avoided further significant renovations as I did not know if it would be worth doing further work. I had no idea that this process would stretch out for over 10 years followed by a rapid and unnecessarily accelerated attempt to get me out in early 2023.

2. Alternative Proposal

- 2.1. The 5 condemned blocks listed at paragraph 1.3 above form a discrete section of the Love Lane Estate on its southern edge, located on the opposite side of Whitehall Street to the rest of the Love Lane estate (and not facing the stadium like Kathleen Ferrier Court). These are the newest 5 buildings too and generally appear to be in a much better condition than the three tower blocks and 1950s low rise blocks. The flats in the 5 newer blocks are spacious, built to Parker

Morris Standards, and the communal layout is simple which keeps service charges manageable. This part of the estate could be excluded from the new development without interfering with the “regeneration” agenda for the area facing the new football stadium.

- 2.2. If properly maintained, including the communal gardens, these 5 low-rise 1970s blocks could continue to form a separate small estate especially if grouped with additional low-rise blocks nearby which are not listed for demolition, including those in Church Road and James Place as well as Williams House and Rees House. In total this cluster of low-rise blocks contains 141 flats. They form a group, around a focal point of a primary school and church, with a parade of shops to one side. With some reconfiguration of the railings and pedestrianisation the communal gardens in between could form a safe “village green” area in between these blocks. Most of the blocks described above went up at the same time and in the same style and layout, so might also present greater simplicity for planned maintenance and repairs too.

3. The Condition of the Existing Love Lane Estate

- 3.1. In the meantime, I believe that Haringey Council has intentionally allowed the Love Lane Estate to become run down over the last 20 years in order to facilitate demolition and ensure lower purchase prices for any remaining leaseholders forced to move. A series of photographs to illustrate this is at Appendix A.
- 3.2. I am able to describe in more detail the condition of the 5 blocks listed above, where I can access all of the communal areas. I cannot comment on the communal areas of the 3 tower blocks, 2-32 Whitehall Street (evens) or 9-39 Whitehall Street as I do not have access to the internal communal areas here.
- 3.3. In around 2010-2011 I was aware of a programme of front door renewal taking place on the estate, which appeared to be in response to the Larkanal Fire in 2009. The maisonettes in the Brereton Road and Orchard Way blocks had all their front doors replaced to a higher fire safety standard (FD60). Given all doors in these blocks were changed, this indicates that tenanted and leasehold properties were all having their doors replaced to the same standard. This process stopped without explanation by 2012 and the 3 blocks in Whitehall Street (odd numbers) did not get new fire compliant front doors. This is a major work cost I would have been willing to pay my share of given the safety rationale. It later occurred to me that all improvements and cyclical works were stopped in anticipation of estate demolition, so that even fire safety was compromised. Photographs of these doors are at Appendix A, section 1.
- 3.4. I moved into the Love Lane Estate in November 2007 when the communal areas already appeared to be in a poor decorative condition. I anticipated that communal decorations might take place in the near future. Due to my professional experience of managing housing estates in several other boroughs, I would expect this process to take place approximately every 7 years to keep the buildings in good decorative order and prevent deterioration in the fabric of those buildings. No such communal external decoration has taken place that I am aware of since at least 2007, a time span of at least 16 years, if not much longer. Photographs at Appendix A, sections 2-4 illustrate the very poor condition of the communal stairwell in front of 63 Whitehall Street, the damaged and sometimes dangerous garden railings, and the insecure and unhygienic condition of the bin areas.

3.5. The communal garden areas around the 5 blocks are inadequately maintained. Having spoken with grounds maintenance staff I am aware they are on a very tight schedule and do not wish to criticise their efforts. The lawns are mowed approximately monthly in summer which is not often enough but it is done regardless of weather conditions leading to the ground being chewed up if mowed after heavy rain. Rotting clumps of mowed grass are left behind and not collected. There is no attempt to control weeds, trim edges or mow around the base of the few trees which remain. Those trees are not maintained either, for example no removal of epicormic growth at the bases. A broken-down concrete planter with an abundant crop of weeds has been in place in the area behind my maisonette since I moved in and appears hazardous with rusted metal protruding. Areas of shrubbery are occasionally lopped when I complain about them becoming overgrown and attracting litter but there is no attempt to shape or maintain these bushes. Photographs illustrating the low standard of grounds maintenance are at appendix A Section 5 which further adds to the sense of the estate being deliberately run down by the Council.

3.6. For cleaning purposes, a sole estate caretaker appears to be present on 2 days per week on this side of the estate which is completely inadequate. I am used to managing teams of 4-6 estate caretakers who are present 5 days per week, covering the whole estate, to ensure communal areas are kept clean and safe. An unreasonable workload for one person, visiting this part of the estate on 2 days per week means that the estate is rarely in a clean condition. It means that the bin areas are frequently in a rubbish strewn and unhygienic condition. There are no enclosed bin chambers only open sided enclosures, so the paladin bins are out in the open, which encourages vermin, fly tipping and dumpster-diving. Conditions around the bin areas can be seen in photographs at Appendix A section 3, although this cannot convey the smells or urine and rotting food waste. Simple solutions such as enclosed bin chambers have not been utilised.

4. The Consultation and Ballot Process

- 4.1. It is now 11 years since the proposals to demolish the Love Lane Estate began to emerge. Initially the council denied that an estate ballot needed to take place but this became a requirement of GLA funding for the proposed new development. Earlier consultations were based largely on informal events such as resident fun days aimed at families with children. A leaseholder offer document was circulated in around 2018 but later withdrawn due to an unspecified error. Very little communication happened in 2020 or early 2021. A revised leaseholder offer document was not issued until November 2021.
- 4.2. Whenever a written consultation has taken place, for example in January 2018 and February 2021, I have responded in detail and argued that the Estate does not need to be demolished. I have expressed concerns that the proposed demolition is intended to achieve social cleansing. I have also rejected the proposed Equity Loan option, which is explained further below. My most recent response in February 2021 is attached at Appendix B.
- 4.3. A belated estate ballot took place in August to September 2021. I was aware of Haringey Council personnel out on the lawns in front of my block during this time, with seating in place and Haringey Council branded gazebos. They claimed to be engaging with residents about the future of the estate but I found their presence during the middle of a demolition ballot inappropriate and intimidating so I avoided such engagement.

4.4. During 2018-2021 I worked for a Tenant Management Organisation (TMO) in another London Borough, where the 5 yearly continuation ballot had to take place in November 2020. We were advised by the council and the ballot company we used, Civica Election Services Limited, that TMO staff and board members should not try to engage with residents directly as this would be seen as improper influence. The ballot company would make efforts to encourage turnout but staff and board members were advised that we should not do so at all. Therefore I found Haringey Council's approach to the Love Lane demolition ballot to be inappropriate. The staff present appeared to be acting for Haringey Council and not the former management organisation (ALMO) Homes for Haringey. The latter organisation could at least have argued they were engaging with residents about estate management but Haringey Council employees, I believe, could only have been there at the time to influence the ballot process in the council's favour. The ballot outcome of 55% in favour and 45% opposed was far from overwhelming but was I believe influenced by the pressurising tactics described above to a sufficient extent that the council got the result it was seeking.

5. Negotiation for a Sale

- 5.1. Contrary to the statement of case by Haringey Council, I was not contacted directly about the possibility of agreeing sale terms until after I received the Notice of Making the CPO. The Notice was issued on 7 February 2023, with a covering letter dated 31 January 2023 (CD9.30 pp 21-22) and gave me until 8 March 2023 to lodge an objection. I lodged my objection on 6 March 2023 with the Department of Levelling Up, Housing and Communities Planning Casework Unit (CD6.Obj-11). This objection was acknowledged and registered on 9 March 2023.
- 5.2. On 27 March 2023 I received a letter emailed by a colleague on behalf of Scott Mundy, Regeneration Manager at Haringey Council inviting me to get in touch (CD9.30 pp1-2). I responded on 30 March 2023 to state that this bland communication did not amount to anything substantive that I could engage with.
- 5.3. On 24 April 2023 I received a brief email from Mr Mundy which was the first direct contact asking to meet with me to discuss my "concerns" and possible terms for purchase of my home (CD9.30 p13).
- 5.4. Mr Mundy claimed in a subsequent email of 16 May 2023 (CD9.30 p15) that I was contacted in November 2022 (CD9.30 pp 19-20) and January 2023 (CD9.30 pp 21-22). However, these were generic letters inviting me to get in touch and put the onus on me to start a process. The former letter, when I examined its document properties appears to have been created on 2 May 2023 despite being dated 14 November 2022 and I do not recall ever receiving it in November 2022 (CD9.30 p 23). The second letter, dated 31 January 2023 was the covering letter sent out with the CPO notice in February 2023 so is not an attempt to negotiate anything with me before issuing a CPO notice. In his email of 16 May 2023 Mr Mundy also attached a copy of the Leaseholder Offer document dated November 2021 which predated the planning permission (CD5.15). None of these three attached documents would amount to an attempt to contact me directly to negotiate specific terms, and at best were generic letters serving a tick box exercise of having communicated in some form. Mr Mundy's claim in his email of 16 May 2023 is therefore disingenuous.

5.5. The email of 16 May 2023 (CD9.30 p15) was also the first communication which addressed the possible value of an offer to purchase my property. That is 3 ½ months AFTER the CPO notice was issued. The CPO notice was issued before there was any attempt to contact me about terms of purchase.

6. Shared Equity and New Build

- 6.1. In the Leaseholder Offer document of November 2021 and subsequent email exchanges I have been referred to the Shared Equity option for purchase of a property on the new development, although the timing of a new flat being available is entirely mismatched to make this achievable, which is discussed further below. I have responded each time that the Shared Equity “offer” is completely unacceptable. This option acknowledges that properties in the new development would be unaffordable to existing Love Lane Estate leaseholders. By taking out an Equity Loan I would own a percentage of a lease when I now own 100% of my lease. Despite owning a smaller percentage of the lease, I would remain liable for 100% of service charges, ground rents, leaseholder repairs and major works bills. I have described this previously as a Ponzi Scheme.
- 6.2. A Shared Equity leaseholder may not leave the property in their will to whomsoever they choose. If the beneficiary is not a resident spouse or partner, or a resident dependent child, the Equity Loan must be repaid to the Council as a percentage of the sale price of the property at that time. That necessitates paying off a significant capital sum or selling the property in order to do so. The Shared Equity leaseholder therefore has fewer succession rights than a Secure Tenant. The likely cost of properties in the new development would therefore price me out of the area or force me into financial servitude to Haringey Council, without being able to leave my property in my will in the normal way.
- 6.3. The very existence of Shared Equity as an offer to Love Lane Estate leaseholders is an admission by Haringey Council that the new properties would be unaffordable otherwise, although specific purchase prices are not yet available to give any serious consideration to. Nor has any indication been given of indicative Service Charges, including any list of service chargeable items on the new estate, and no indication has been given of how ground rents might be calculated. The current ground rent is a flat £10 per year in perpetuity. Without clear information about these ongoing costs, I would have no way of deciding if a purchase, even with an Equity Loan, is truly affordable. I would be buying a “pig in a poke” if I went down this route.
- 6.4. I am concerned that the promotional material produced by Haringey Council for the new development indicates the new estate is likely to have much higher service charges. The block I live in currently has no lift or bin chutes and the door entry system is simple. There are no communal fire detection systems as the walkways are open sided, making such systems unnecessary. This all helps to keep the service charges down. If for example the new estate has blocks with video enabled door entry systems, communal fire detection systems, automatic opening vents, lifts, CCTV, concierge desks and other such features, service charges would be significantly higher. Even with an Equity Loan, ongoing running costs are at risk of being entirely unaffordable. The Equity Loan would not offset these costs.
- 6.5. A district energy system is also proposed for the new development which would mean that I have no choice in utility supply companies and would be at the mercy of a communal system breaking down. Currently I am responsible for maintaining my own boiler and heating system.

6.6. I have experience of managing new build leasehold properties during their defect liability period (DLP), and have found that large commercial developers are reluctant to honour their obligations to remedy defects in this period. Registered Providers and local authorities lack the financial and legal muscle to enforce these obligations with companies they may wish to continue working with, so that leaseholders end up being billed for work which should have been carried out by the developer under the DLP. Managing new build properties has made me cautious about the prospect of living in a new build development. Older buildings have been through their DLP and there is no ambiguity about who might be responsible for carrying out which repairs.

7. Changed Time Frame

- 7.1. In the original planning application the documents indicated that the plot where my flat sits (Plot B) would not be needed for development until 2029. This can be seen for example in the Planning Statement CD4.02 page 152, and the report of July 2021 to the planning sub-committee at CD4.09 page 19. The latter document contains the recommendation that the planning sub-committee should approve the application, which it did.
- 7.2. The statement of case from Haringey Council, which I received on 5 June 2023, indicated that this time frame had changed, and my block would be needed for demolition by Quarter 3 in 2025. The scheme phasing document (CD5.09) alludes to this and is dated May 2023.
- 7.3. This significant material change to the proposed development had been agreed by Haringey Council without yet going back through the planning process. This brings forward by 4 years the date when my block is due to be demolished; it is not an adjustment of a few months but 4 years. I was not consulted, I was not informed that such a decision was pending and I only found out about it by accident. If I had not lodged an objection to the CPO I would not have received the Council's statement of case and would not have found out about this surreptitious change to the timetable.
- 7.4. As for my timing in raising this matter with the Inquiry, the decision to bring forward demolition postdates the issue of the CPO notice and the date by which objections could be lodged. I could not have raised this matter before 5 June 2023 as I was unaware of it. Communication with me about this by the council has subsequently been haphazard.
- 7.5. I emailed Scott Mundy on 2 July 2023 to query the timeframe for seeking to purchase my property (CD9.30 pp 9-10). On 6 July 2023 I became aware of a Residents' Association meeting taking place on the same evening, at the Grange building in White Hart Lane. Here I saw display boards which indicated the changed timeframe (CD7.8 Appendix C). Eventually I also received a response from Scott Mundy on 13 July 2023 confirming the changed timeframe (CD9.30 pp 8-9). I have had to chase down confirmation or discover this information by accident.
- 7.6. Photographs I took when attending the residents' meeting on 6 July 2023 are attached at Appendix C (CD7.8). "Plot B" is now referred to as "Phase 3", and the start of work has moved from 2029 to 2025. The information on the boards which refers to residents being helped to move into their new homes is aimed at existing tenants not leaseholders.

- 7.7. In further email correspondence with Mr Mundy, which I had to chase him up for, he stated on 3 August 2023 that the phasing plan had been “updated”, but admitted this has not yet gone back to the planning committee (CD9.30 pp 6-8). I responded on 6 August 2023 to question this timing and several other matters. In particular I questioned the changed timing for demolitions without renewed planning consent and without wider consultation. I also questioned the non-availability of any properties to move into for leaseholders who are bought out at this stage, and challenged the quality of the alternative offers available such as Equity Loan or lease swap. I eventually received a response on 16 August 2023 (CD9.30 pp 3-6 contains Mr Mundy’s responses in red inserted into my earlier email).
- 7.8. Planning consent for the new phasing plan is at CD4.38 but provides no specific details of the new phase plan. The scheme phasing plan at CD5.09 contains no details of the specific dates either. However, Mr Mundy’s correspondence with me pointed to my block being required for demolition in 2025 instead of the originally planned 2029 (CD9.30 p8).
- 7.9. The accelerated CPO Notice had been issued in January 2023 before the phasing plan had been “updated” in May 2023 and before anything had been agreed by the planning committee. Mr Mundy also seemed to be relying on drop-in sessions and coffee mornings as adequate consultation about the changed phasing (events taking place after the decision had been taken in May 2023) rather than direct correspondence with the people affected, which is what I would have expected to receive before any decision was taken (CD9.30 p7).
- 7.10. This changed timing also means that even if I wanted to buy a property in the new estate, I would not be able do so as nothing would be available before Quarter 3 in 2025. The one block which may be ready by Quarter 3 in 2025 is intended for rehousing tenants from the estate; this is Plot 1A. The result is that all remaining leaseholders in the Love Lane Estate would be forced to move elsewhere. This gives the impression that there is no genuine intention to help us to stay in the area.
- 7.11. Secure tenants on the estate have rights to be rehoused, and the council has had to make similar promises to many of the non-secure tenants who have been there a long time, in order to get the ballot through in 2021. I have no issue with the protection being offered to tenants who have also spent many years in limbo.
- 7.12. However, as a leaseholder, it appears that the council is only interested in getting me off the estate as soon as possible with no interest in where I might end up. There are too many imponderables to make purchase of a property on the new estate realistic, and the timing of the building plans means that there is unlikely to be anything available when the council wants the leaseholders to have moved from the old estate. The existing resident leaseholders will be expected to leave their community. In short, Haringey Council’s “offer” to leaseholders who remain on the Love Lane Estate is hollow.
- 7.13. In seeking to deprive me of my home, without adequate consultation and without any genuine attempt to reach an agreement, before arbitrarily bringing forward the deadline to do so, the London Borough of Haringey has also breached my rights under Article 8 of the Human Rights Act 1998 (Respect for Private and Family Life) any my rights to enjoy my property peacefully.

STATEMENT OF TRUTH:

I believe that the facts stated in this statement of case are true.

Signed: M. Powell

MARY POWELL

Date:9/10/2023.....