

THE LONDON BOROUGH OF SOUTHWARK

**TOWN AND COUNTRY PLANNING ACT 1990
AND ACQUISITION OF LAND ACT 1981**

Revised Inquiry into

**THE LONDON BOROUGH OF SOUTHWARK
(AYLESBURY ESTATE SITES 1B-1C)**

COMPULSORY PURCHASE ORDER 2014

PINS REFERENCE: NPCU/CPO/A5840/74092

**Witness statement by
S Agnes Kabuto
of
148 Chartridge, Westmoreland Road, London - SE17 2DA
FDS 1b/1c**

30th November 2017

Appendices:

SAK1 – View over Burgess Park from my balcony

SAK2 – Email communication with NHHT (dated 24/11/2015)

SAK3 – Email communication with L&Q (dated 28/09/2016)

SAK4 – Copy of my lease, SAK4a -shared ownership lease, SAK4b Deed of Variation;

SAK5 – Email communications between FDS leaseholder and Council (dated 5/09/2013)

SAK6 – photographs of local ethnic shops

SAK7 – L&Q Shared equity summary note

Introduction

1. My name is Sanyu Agnes Kabuto, and I have been living with my family for 27 years in my home on the order land (148 Chartridge, SE17 2DA), which I bought under the Right to Buy in 1988. It is a spacious 3-bedroom maisonette, split over three floors with 2 balconies, which both overlook Burgess Park.

2. I am very active in my local community, taking part in voluntary activities with local groups including Glot Fashions and the Southwark Refugee Project. As part of this I support unemployed residents in finding employment and previously, I helped elderly residents and neighbours with medical challenges living on the estate. I often did shopping for them and ensured that they had food and helped them complete forms etc.

3. I attend the nearby St. Peter's Church on Liverpool Grove and regularly take part in local multi-faith activities as part of my voluntary work. I have been registered with my local GP for 29 years. The surgery knows me and my health conditions very well and I also attend the Health Centre on Walworth Road.

4. I mainly use local shops and other shops in nearby East Street and other selections of shops, where I am able to buy reasonably priced ethnic foods. Myself and my grandchild use local Black/African hairdressers. I rely on hair and cosmetic products from local ethnic shops [see photos – **SAK6**] on Walworth Road. I spend a lot of time in Burgess Park. My friends, colleagues and family often have barbecues for social gatherings there as hiring a hall is expensive. I also attend community events there and my grandchildren enjoy the children's play area in Burgess Park with their peers.

5. I am very happy with our home and where I live. It is spacious and we enjoy sitting out on the balcony watching the world go by overlooking Burgess Park. We appreciate the

green space and amenities of the Park and the large green space within the Order Land.
(SAK1)

6. I live with and care for my mother who is 79, housebound and registered disabled, with major mobility restrictions. The balcony is her main access to outdoor space and enjoys its view across Burgess Park. She attends the adjacent Aylesbury Health Centre and I will often take her out in the park or to East Street Market. The proximity of these facilities allows me to take her there in a wheelchair. A forced move would be traumatic and detrimental to her and my physical and mental well-being. She has started talking to herself - a problem that I am sure has been brought on by stress of losing our home and not knowing where we are going to live.

7. I have not been offered or seen any alternative accommodation which would be suitable and offer the same advantages on similar terms as our present home. Indeed it is unlikely that we will be able to find a similarly spacious apartment or such large balconies as we currently own. It is very unlikely that we will be placed in an equivalent position.

8. When I applied to NHHT for one of their shared equity homes in November 2015, they replied informing me that they do not have wheelchair accessible properties available under the shared equity scheme. **(SAK2)**

9. Indeed, the wheelchair accommodation schedule for the proposed FDS scheme (**SC8**) shows that while there are 7 wheelchair '*adaptable*' shared ownership units proposed for the FDS, these are all 1-bedroom properties and there are no wheelchair **accessible** shared ownership homes proposed at all.

10. Further, the full accommodation schedule (RN20) shows that there won't be any 3-bed (or larger) shared ownership units on the redeveloped FDS at all. The only shared ownership units proposed are 1-bed and 2-bed flats.

11. In paragraph 4.12 of its Nov 2017 statement of case, the Council says that three leaseholders have "*moved to new homes on site 1a*".

12. A former leaseholder and neighbour of mine applied for a shared equity home on phase 1a in September 2013. She was told that as part of the agreement, she would have to accept £105,000 for her spacious 1-bed flat (900sqft) which would buy her 35% of an equivalent size 2-bed new-build flat on phase 1a.

13. However, because her flat was classified as a 1-bed and the equivalent size new flat was classified as a 2-bed, they wanted to charge her rent on the £50,000 price difference between a 1-bed and 2-bed (**SAK5**).

14. Further, despite owning 35% of the property, she would only benefit from 12% of the total capital uplift on the property (35% of 35%) if or when she comes to sell the property (**SAK5**).

15. They also expected her to pay service charges of £233 per month, which even the Council officer involved considered '*higher than expected*' (**SAK5**).

16. I understand that the shared equity deal offered to Ms Mutch was a 'special offer' negotiated by the Council, because L&Q's standard shared equity offer for leaseholders taking up 2-bed flats on phase 1a required that they wouldn't receive any of the capital uplift on their share of the equity at all (**SAK7**).

17. I also understand that – similar to the FDS scheme – the phase 1a scheme did not offer any 3-bed or family size homes to Aylesbury leaseholders under the shared equity scheme (**SAK7**).

18. I applied to L&Q for one of their shared equity homes on site 7; they told me that I am not eligible as a result of my financial situation. *"The basic eligibility criteria states that you must be employed and have an annual household income of up to £90,000. Based on the information you have supplied you do not meet this criteria and I must reject your application at this time. I apologise for any disappointment this may cause."* (**SAK3**)

19. None of the properties proposed by the Council or its development partners were wheelchair accessible and the two Council properties had high 5 year projected major works and service charges, much more than I currently pay. (**SAK4c**)

20. The Council's rehousing policy for Aylesbury leaseholders at the time the Area Action Plan was adopted, included a 'like for like' property swap option for those who wanted to remain leaseholders. This enabled leaseholders to swap their existing lease and home for another Council property in the area. This would have enabled me to remain in the area with the ongoing security of being a homeowner.

21. But the Council withdrew this option (**CD14**) and now offers just shared equity. In my opinion, this is a 'watered down' version of the like-for-like offer, which may, to them, have become impossible because of the low valuations they put on estate leases, caused by their blighting the estate by earmarking it for demolition, cutting back on maintenance/repairs and then forcing leaseholders out at low buy-back values (see exhibit **JB5** to Judi Bos Statement of Case) thereby creating their own market. Thus, suitable alternative accommodation on equivalent terms is not available with what the council is offering.

22. I am a 100% homeowner and enjoy the full benefit of being able to decide what I do with my home and the ability to pass it on the security to my children. Under what is on offer, I would only be a part-owner and would be subject to a number of restrictive clauses in the shared ownership lease. The main restrictions relate to:

- letting or subletting
- succession/assignment following my death
- The ability to freely sell my leasehold interest on the open market.

23. The possibility of staircasing to 100%, to avoid these restrictions is nil, because I am a low-income earner and at my age I cannot get a mortgage.

(**SAK4** - my lease, **SAK4a** -shared ownership lease, **SAK4b** Deed of Variation; see also exhibit **BR3** to Beverley Robinson's witness statement)

24. It is not necessary to demolish our homes. They are structurally sound and comply with building regulations. The Council's evidence to the inquiry is based largely on a subjective argument that the public realm is poorly designed. As long-term resident, I disagree - the green spaces are well used and the walkways are a useful way of getting around and crucially keep children safe away from busy roads.

25. My block is easily accessed via stairs or an external walkway ramp. The walkway ramps have a mild gradient to enable wheelchair access and regularly used by residents, particularly elderly and the disabled. They are positive design features.

26. The blocks could benefit from a “face lift”, as has happened elsewhere: there is no reason to destroy buildings which are 40 years old. The Council’s disparaging descriptions of the estate, eg that it's fabric is “dated” are themselves based on dated logic. There is a growing appreciation for modernist architecture.

27. Destroying our communities and demolishing good homes because they are concrete or dated is not environmentally or socially sustainable. I submit that the Council should give, further consideration to refurbishment.

28. The council has not genuinely negotiated. They have pressed certain relocation opportunities, which have been unaffordable or contain restrictions in the small print. Liaison between different Council departments has been poor; there is lack of continuity - different officers from different departments ask the same questions.

29. There has been no recent discussion about compensation for the value of my property, and little before that, despite my appointment of a surveyor in 2016. The council appears to me, to be relying on the underlying threat of the prohibitive expense and stress of references to the Lands Chamber (Upper Tribunal). One Aylesbury leaseholder had to spend over £50,000 in professional and legal fees referring his valuation to the Tribunal (**SM15**; paras 62,64). I understand that, despite winning the case, not all of these costs were awarded by the Tribunal (**SM15**; paras 74, 83).

30. I understand that there have been two references by Aylesbury leaseholders to the Upper Tribunal to date. In both cases the Tribunal criticised the Council’s valuation approach (**SM16**; para 56) established that the Council had undervalued the properties. In the Joshua case (**SM15**) agreed with the claimant’s assertion that the Council had ‘*consistently undervalued*’ the property during negotiations (**SM15**; para 73(vii)).

31. Efforts by leaseholders to instruct adequate representation is hampered by the fact that surveyors are required to agree a fee basis with the Council before accepting

instruction. The Council's approach of imposing a fixed fee of £1,200 per case (**SM15**; paras 65,66) means that surveyors are simply not able to allocate sufficient time to provide an adequate level of representation.

32. The Council's failure to offer a suitable alternative property on equivalent terms with wheelchair access has impacted on my family's life. The Council's use of compulsory purchase powers without having a package in place to ensure that leaseholders' housing needs are provided for is oppressive and a breach of human rights. I urge the Secretary of State to reject the Council's application for compulsory purchase powers.

33. I wish to retain the benefits of home ownership. I do not want my family to be forced to relocate out of the area. Moving and resettling in a new place would be very stressful for me and my mother, as we will be far away from other family and community links. The older a person gets, the more difficult it is to make new friends and integrate into a new community.

34. I worked hard to buy my home. While working and bringing up a young family, I paid off my mortgage. I am very disappointed that the council decided to withdraw the like for like property swap option. This was originally promised in the original leaseholder policy (**SC2;para 52(d)**) and was relied upon by the Equalities Impact Assessment for the AAP (**SC1;pg 5**). It was the only option that would have enabled us to remain homeowners in the borough.

35. It is unfair that tenants, but not leaseholders, have been given a right to return but we are not being offered any such option. We should be given the opportunity to stay in the area with our established support networks and community

36. My understanding of regeneration is that it should improve the well-being of the existing community - better homes, local amenities and jobs for the families and communities living here, not disperse us into other unfamiliar areas further out. There is no compelling case in the public interest for the CPO. It should not be confirmed.