

01/03/2022

Last week, we attended the first general meeting in approximately ten years. Over the course of three hours, we raised several problems with the management of the building.

These are some key points that emerged:

1. The Board of Directors of the RTM Company turned up with two employees from Stoneyard, a lawyer, and a security guard – surely amounting to disproportionate and unjustified costs.
2. It was confirmed that notices of the general meeting had not been correctly served. Indeed, some of us had not been notified of the meeting.
3. Despite this, the Board worked to obtain approximately 80 proxy votes from leaseholders, and used these to reject the two motions that would have replaced some of the current directors with new directors. These proxy votes were obtained by systematically misrepresenting our position and the Tribunal determinations. Indeed, some leaseholders told us they received repeated phone calls from Stoneyard asking them to sign a proxy form. This adds to evidence that Stoneyard is acting in a conflict of interest, interfering with the democratic processes involved in the building's representation. This maintains an ongoing situation where a small group of directors retains control of the Board whilst systematically rejecting applications from other individuals who wish to join.
4. The Board was unwilling to apologise for the mismanagement identified by the Tribunal (to see our summary of the Tribunal determinations click <<[here](#)>>). They denied entering a contract with Stoneyard for the internal fire safety works – despite the second Tribunal determination finding evidence to the contrary.
5. Fire safety works: The Board accepted that around half of the internal fire work project has been completed by Stoneyard and that no credit agreement is in place. The Board could not explain how the internal fire safety project has been funded other than to say it is from the service charges. No explanation was offered to explain how this significant expenditure has been absorbed into a budget that does not make specific provision for it.
6. Annual accounts: The Board confirmed that they have no involvement in signing of the annual service charge accounts. The Board did not know the identity of the accountant employed to certify the annual service charge accounts. We noted that the accounts disclosed to the Tribunal contain no evidence that they have been certified by a chartered accountant. The Board confirmed that they have no access to the account statements. To our dismay, they were *unable to say how much is held how much money is currently held* in the building's account.
7. The Board's oversight of Stoneyard: The Board confirmed that Stoneyard's performance is reviewed at each year's budget meeting. The point was made that the minutes disclosed to the Tribunal of that meeting do not reflect or indicate any discussion of performance. The Board's response was to suggest that not all Board meeting minutes were disclosed despite being ordered to do so by the Court. They also confirmed that any review of Stoneyard's performance is based on the information provided to them by Stoneyard themselves. We pointed out that it

makes no sense for Stoneyard to filter leaseholder's complaints about the management of the building because it creates an obvious conflict of interest.

8. We raised several problems with the maintenance of the building. The Board confirmed they were aware that the vehicle gate had been out of service for over 3 weeks and could offer no explanation as to why the contractor who submitted a quotation the following day, had heard nothing further other than to say the quote was waiting approval. Despite this being a major security risk for the building.

Click <<[\*\*here\*\*](#)>> to access the full summary that we shared with the Board. [full summary below]

Full summary that would be available through the link above:

1. It was confirmed that either:
  - a. The notices of the meeting were incorrectly served, or
  - b. That the member register disclosed by them was incorrect.
2. The Board have committed to disclosing a member register with owner's correct contact details.
3. The Board does not agree that a contract was awarded to Stoneyard for 420k and no credit terms were agreed despite the email chain of the 6th August 2021, which the Chairman claims was refused.
4. The Board accepts that around half of the internal fire work project has been completed by Stoneyard and that no credit agreement is in place.
5. The Board could not explain how the internal fire safety project has been funded other than to say it is from the service charges. No explanation was offered to explain how this significant expenditure has been absorbed into a budget that does not make specific provision for it.
6. The Board agreed that the cost of work done under the internal fire safety project would be limited to the costs allowed for the 2020 work in accordance with the Tribunal Decision.
7. The Board confirmed that they have no involvement in signing of the annual service charge accounts.
8. The Board did not know the identity of the accountant employed to certify the annual service charge accounts. This question was referred to Stoneyard.
9. It is the members position that the annual service charge accounts are not certified by a chartered accounts and the documents make no reference to them being so.
10. The Board did not know whether funds were held in a dedicated client account and on trust. This question was referred to Stoneyard.
11. The Board has received legal advice from Browns Solicitors informing that they had no right to see the account statements.
12. The Board agreed that if legal advice was obtained by other owners that was to the effect that they were entitled to see the account statements, they would pursue this point with Stoneyard.
13. Stoneyard could not proffer a figure of the current cash held at bank. Nor were they able to log into the account to do so. When pressed to offer a figure to the closest hundred thousand Brent offered the figure of 200,000.
14. It was commented that the reported available funds and poor state of the building are incompatible.

15. Stoneyard could not advise on the current level of service charge arrears. When pushed Brent offered a figure of 60,000.
16. The Board confirmed that any review of Stoneyard's performance is based on the information provided to them by Stoneyard.
17. The Board confirmed that Stoneyard's performance is reviewed at each year's budget meeting. The point was made that the minutes of that meeting do not reflect or indicate any discussion of performance. The Board's response was to suggest that not all Board meeting minutes were disclosed despite being ordered to do so by the Court.
18. The Board confirmed they are aware that the vehicle gate has been out of service for over 3 weeks and could offer no explanation as to why the contractor who submitted a quotation the following day, had heard nothing further other than to say the quote was waiting approval.
19. Brent on behalf of Stoneyard confirmed the quote was accepted. He could not remember when this quote was accepted other than to say it was within the last few days.
20. The Board disputes the contents of emails referred to at the meeting and will publish their own emails.
21. The Board committed to calling an AGM once the service charges accounts have been certified. The Board committed to obtaining a commitment from Stoneyard as to likely timescales. Members suggested within the next two months to be a reasonable timescale.
22. The Chairman of the board claims that attempts were made to contact the group of owners prior to the Tribunal applications being made in Dec 20/Jan 21 . Reference was made to an email chain between the Chairman of the board and David Thomas in December/January 2020/21. The Chairman claimed that he informed David Thomas in this chain that he had attempted to join the Whataspp Group set up by owners by was refused access. It was commented that the email chain does not reflect the Chairman's recollection. The Chairman committed to providing documentary evidence which confirms he attempted to communicate with the group prior to Tribunal applications being submitted.
23. The Board confirmed that their criteria for joining the board was that there was no service charge arrears, had a long term interest in the building and brought a positive contribution to the Board. The Board confirmed their number is limited to 8.
24. The Board commented that being an owner was also a requirement although they are now flexible on this.
25. The Board confirmed that these restrictions were agreed upon at a Board meeting in either 2013 and 2014.
26. The Board were asked to explain how they felt it appropriate that they may make unilateral decisions which would limit an owner's right to represent his or her interest without consultation of the same. No explanation was provided other than to suggest they thought it normal practice.
27. It was pointed out that restrictions limiting the number of Board members had to be made by resolution of the members and not by board resolution alone.
28. The Chairman of the Board denied informing Marco Pino that his application to the Board would only be considered if his part in the Tribunal Application was withdrawn.
29. The Chairman explained that Nigel Brunskill's board application in 2020 was refused due to obtaining legal advice from Brady Solicitors that he would be in a conflict of interests as he was part of the original redevelopment of the building. It was noted that Mr Brunskill never received a response to this effect. The Chairman claimed a letter to Mr Brunskill had

been sent.

30. The Board confirmed Mr Justin Heath's application to join the board was refused because his long term plan was to sell his property.

31. The Board confirmed that they had never had sight of an application to join the board submitted by Ms Kiran John.

32. It was raised that enquiries were made of Brady Solicitors following their instruction against several members over 4 weeks ago and no reply has been received. The Chairman commented that the delay is likely with Brady Solicitors as they have found them to be slow at responding to issues raised.

33. Several attendees raised concerns at the inability of Stoneyard to answer basic questions about the management of the Hicking Building and its finances.

34. The Board were encouraged to offer some form of apology to the owners given the failings that were identified by the Tribunal. None was offered other than that the board accepted the decisions of the Tribunal.

35. Several attendees raised concerns at the apparent dismissive, evasive and unconciliatory tone of the chairman.