

# Co-designing a Deliverable Regeneration Solution for Lindsay Court, New Road, St. Annes - Final Report (September 2019)





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## **Contents**

### **1.0. Introduction**

- 1.1. The Agreed Brief – the Team and its Role.
- 1.2. What we sought to Achieve – a Creative, Co-designed place-based solution.
- 1.3. The Need for Action – the Critically Important role of the Council and its wider partners.

### **2.0. Background and Technical Overview**

- 2.1. The site and its context
- 2.2. The buildings
- 2.3. Tenure and ownerships
- 2.4. Values and demand
- 2.5. Other Relevant Developments in the area
- 2.6. Condition and repair
- 2.7. Relevant Planning Policy considerations
- 2.8. Housing Needs Survey

### **3.0. Options Development**

- 3.1. How the Options developed through time
- 3.2. Resident empowerment

- 3.3 Meeting with residents
- 3.4 Development of the Preferred Options
- 3.5 Initial Benefits and Dis-benefits
- 3.6 Constraints and risks
- 3.7 Appraisal of Preferred Options
- 3.8 Costs and Funding
- 3.9 Benefits
- 3.10 Value for Money
- 3.11 Risks
- 3.12 Options Development - Conclusions
- 4.0. Delivery Options and Next Steps**
- 4.1 Delivery Options
- 4.2 Potential delivery route
- 4.3 Potential sources of funding
- 4.4 Next Steps – to be completed
- 5.0. Summary and Conclusions**

## **Figures and Appendices**

### **Figures**

- 1.1 Place-based Considerations Graphic
- 2.1 Lindsay Court Location Plan
- 2.2 Location Plan of Lindsay Court garages
- 2.3 Plan of Local amenities
- 2.4 Photographs of Lindsay Court
- 3.1 Option C Site Plan
- 3.2 Option E Site Plan

### **Appendices**

- Appendix A; Lindsay Court Sales (Jan. 1995 – Dec 2018)
- Appendix B; Lindsay Court current sales brochures
- Appendix C; Leeming Associates Condition Survey
- Appendix D; First Tier Tribunal Decision notice
- Appendix E; Lindsay Court Housing Needs Survey Summary, July 2018.
- Appendix F; Community Workshop Event, November 2018
- Appendix G; Resident Empowerment Guidance Notes



Appendix H; Resident Workshop No.2

Appendix I; Indicative Development and Financial Appraisals

Appendix J; Initial development options (Feb 2019)

Appendix K; Further development options (March 2019)

Appendix L; Fylde Council planning officer informal comments

## **1.0. Introduction**

### **1.1. The Agreed Brief – the Team and its Role**

In autumn 2018, a multi-disciplinary team led by Chris Standish, Regeneration and Place lead for the Regenda Housing Group, was appointed by Fylde Borough Council (FBC), to consider a fresh approach to effecting the refurbishment of 96 mixed-tenure apartments at Lindsay Court, Blackpool. This followed a series of conversations between Chris and Kirstine Riding, Housing Services Manager at FBC regarding the seemingly intractable issues that had developed over a period of time at Lindsay Court. Lindsay Court is located at the north of the Borough, adjacent to the former Pontins Holiday Park and Squires Gate railway station. Built in the late 1960's / early 1970's it consists of 96 flats located in sixteen blocks with ancillary garages and green spaces. The flats and the site are falling into chronic disrepair. Prior to the team being appointed, a series of previously appointed managing agents generated tension and distrust within most residents due to issues of communication, repairs, costs and court proceedings. A full fabric repair scheme has been developed by the current Management Company, and agreed at a Tribunal, requiring a £30k contribution from each owner. Whilst all parties seem to realise the need for something to be done, major problems exist in delivering an agreed solution. Council Officers supported by Cllr Karen Buckley (St Leonard's Ward and Deputy Leader) and by the office of Mark Menzies MP (Fylde), wanted specialist support to facilitate an agreed solution where residents could inform the options and begin to take a lead role in changing their environment.

Chris discussed the opportunity with Cass Associates and AMION Consulting, regeneration specialists who had worked together on a number of estate regeneration / community housing projects. An approach was developed which involved Chris leading on client and stakeholder relationships as well as the co-design and consultation aspects. Cass Associates through Richard Roberts and Peter Hamilton, provided town planning, landscape, masterplanning and architectural support into the project. AMION Consulting, led by Alan Friday, provided business planning, market and development appraisal support.

## 1.2. What we sought to Achieve – a Creative, Co-designed place-based solution

Our approach is to put residents at the centre of the process of reaching an agreed solution. It is about empowering people to make informed decisions regarding their own community, supported by technical input, advice and expertise. For example, the very first thing we did was to ask residents if they were happy with us and our suggested approach. We wanted them to oversee, steer and inform our work from the very start.

**Figure 1.1: Place-based considerations**



We wanted residents and partners to frame their thinking around the sort of place they wanted Lindsay Court to be, how it could and should feel like once any regeneration activity had taken place. We prompted discussions regarding parking, green spaces, connectivity, orientation, design, heights and massing. We also talked to residents about becoming empowered through a range of possible new community structures and governance arrangements. Our objective was to link an empowered community with emerging place-based solutions.

### **1.3. The Need for Action – the Critically Important role of the Council and its wider partners**

Before we became involved with Lindsay Court, there had been years of impasse and fragmentation. Well intended approaches had led to disagreement and conflict. The Council officers, Cllr Karen Buckley and the MP have been critically important in providing leadership and momentum aimed at reaching a broadly agreed solution. Kirstine, Kate Astley (Community Housing Fund Development Officer) and other Officers throughout the Council have fed into the approach, providing guidance and support throughout. Backed by Cllr Buckley and the MP, they have brought in Homes England to assist with the thinking and problem solving. The intention throughout has been to find an agreed solution that is deliverable and achievable in regenerating Lindsay Court and empowering residents.

## **2.0. Background and Technical**

### **2.1 The site and its context**

Lindsay Court is located at the northern end of Fylde Borough adjacent to Blackpool Council's administrative boundary. It lies adjacent to the former Pontins holiday park currently being redeveloped for housing as 'Coastal Dunes' and Squires Gate railway station (see Figure 2.1). It consists of 96 flats located in sixteen blocks with ancillary garages, car parking and amenity green space. There are 8no. three storey blocks of six flats located within the centre of the site, two linked three storey blocks of 12no. located adjacent the garages and Squires Gate Lane and 18no. flats and a linked block of part three, part four storey block of 18 no. flats. These latter 18no. flats have integral garages and there are 72no. detached garages on the eastern side of the site adjacent to the railway line. There are six less garages than flats on the site. Figure 2.2 provides a plan of the garages detailing their relationship with the flat number.

The site is located close to an important gateway and nodal point at the junction of the A5230 (Squires Gate Lane) and the A584 (New South Promenade and Clifton Drive North). The New South Promenade is the key road corridor to Blackpool from the south and Clifton Drive North is the key route to Lytham St Annes from the north. The A5230 (Squires Gate Lane) is the key road corridor connecting the Blackpool Airport Enterprise Zone to the M55 via Progress Way.

Clifton Drive North is part of National Cycle Network route 62 and Squire Gate Lane is part of the local cycle network. Both are on-road cycle routes. North of the A5230/A584 junction route 62 travels to Fleetwood off-road along the promenade.

Figure 2.1 Lindsay Court Location Plan



Figure 2.2 Location Plan of Lindsay Court garages



The site has a number of important amenities within close walking distance:

- Squires Gate Lane shopping parade – includes local convenience store, electrical wholesaler, cafés, hot-food takeaways, restaurants and a betting shop.
- Squires Gate lane bus stops – these are located adjacent to the footway to the rail station and adjacent to the shopping parade. There are three main services:
  - No. 7 Cleveleys – every 20 mins
  - No. 11 Blackpool Town Centre – every 20 mins
  - No. 68 Blackpool Town Centre – every 20 mins
- Squires Gate rail station – hourly services between Blackpool South and Preston.
- Starr Gate tram stop – services every 15 minutes to Fleetwood Ferry via Blackpool Town Centre.

Lindsay Court is approximately 0.3 miles from the Lidl supermarket on Squires Gate Lane and 1 mile to Squires Gate Retail Park which includes a Morrison's Supermarket along with an Aldi and a number of national comparison goods outlets.

Lytham St Anne's town centre is 2 miles to the south and Blackpool town centre is approximately 3 miles to the north.

There are a number of health facilities within close proximity to Lindsay Court:

- South Shore Primary Care Centre, Lytham Road includes Highfield Surgery, Stonyhill Medical Practice and Lytham Road Pharmacy.
- Abbey Dale Medical Centre, Common Edge Road, Blackpool.
- Arnold Medical Centre, St Annes Road, Blackpool.

- St Annes Dental Clinic, St Annes Road West, Lytham St Annes.
- Crescent Dental Surgery, The Crescent, Lytham St Annes.
- Synergy Dental Clinic, Central Drive, Blackpool.
- Dunluce Dental Practice, Common Edge Road, Blackpool.

The nearest post office is on the corner of Squires Gate Lane and Abbey Road which is approximately half mile to the east of Lindsay Court.

The location of the some of above amenities and facilities is shown at Figure 2.3.

Figure 2.3 Location Plan of Amenities



## **2.1. The buildings**

The blocks of flats are 3 storeys in height, with the exception of the blocks containing flat nos. 79-96 which is part 3, part 4 storeys. The buildings were built in the early 1960's. There are two flats per floor accessed via a central communal staircase. The flats have an approximate floorspace of 64sqm (690sq ft). They are mainly two bedroom homes with 3 x 3 bedroom units in blocks 9, 10 and 11.

Each block has a front and rear access door with an internal bin store located on the ground floor, with one store allocated per flat. The external elevations are a mixture of facing brick and rendered areas. The roof is pitched with interlocking concrete tiles with lead lined concrete gutters and a mixture of timber and PVC bargeboards and soffits (see Figure 2.4).

**Figure 2.4 Photographs of Existing Site**



### **2.3 Tenure and ownerships**

The flats were built in the early 1960's, originally for workers at Madame Tussauds in Blackpool, are in private ownership. Just over one third of the flats (33 no.) are owner occupied and the remainder (63 no.) are sub-let to tenants. A breakdown of the ownership is shown in Table 2.1 below.

<b>Table 2.1</b>		
<b>Block</b>	<b>Flat Numbers</b>	<b>Tenure – Owner occupied</b>
Block 1	1 - 6	Owner Occupied <b>Flats 1,5 and 6</b>
Block 2	7 - 12	Owner Occupied <b>Flats 8 and 9</b>
Block 3	12a – 18	Owner Occupied <b>Flats 12a and 14</b>
Block 4	19 - 24	Owner Occupied <b>Flats 19 and 23</b>
Block 5	25 – 30	Owner Occupied <b>Flats 25,26,27,28 and 30</b>
Block 6	31 – 36	Owner Occupied <b>Flats 31,32 and 35</b>
Block 7	37 – 42	Owner Occupied <b>Flat 37</b>
Block 8	43 – 48	Owner Occupied <b>Flats 43 and 46</b>
Block 9	49 – 54	Owner Occupied <b>Flat 49</b>
Block 10	55 – 60	Owner Occupied <b>Flats 55, 56 and 60</b>
Block 11	61 – 66	Owner Occupied <b>None</b>
Block 12	67 – 72	Owner Occupied <b>Flats 68 and 71</b>
Block 13	73 – 78	Owner Occupied <b>Flats 73,75,77 and 78</b>
Block 14	79 – 84	Owner Occupied <b>Flat 80</b>
Block 15	85 - 90	Owner Occupied <b>Flat 89</b>
Block 16	91 - 96	Owner Occupied <b>Flat 92</b>

The property owners have a long lease on their properties paying an annual rent of between £5.00 and £13.00 per annum to the freeholder Blair Estates Ltd (see para 2.3.3 and footnote 1 below) which has the freehold of the buildings and the land. A management company, Homestead Consultancy Services Ltd, appointed by a Land Tribunal in March 2014, is responsible for the management and maintenance of the estate. There is a ground rent on each property which contributes towards the management and maintenance costs.

All the properties are leasehold, with 91no. on a 999 year lease and 5no. on a 200 year lease. The lease date started on 1 September 1961 and therefore almost 58 years of the lease has expired. There is therefore approximately 941 years or 142 years remaining on the leases. The freehold to the properties is owned by Lindsay Court Securities (LCS) Limited<sup>1</sup>, a property management company based in London. According to Land Registry records LCS Ltd purchased the freehold in May 2001 for £405,000.

## 2.4 Values and demand

Information from [www.ourproperty.co.uk](http://www.ourproperty.co.uk) shows that there have been 91 no. sales of properties within Lindsay Court since 1 January 1995 to 31 December 2018 (see Appendix A). The highest sales values obtained were in November 2005 (£104,950 for Flat 43) and December 2007 (£103,000 for Flat 43). One of the lowest values in recent years was £32,500 (Flat 25 in May 2014). There were no sales over the three years between 2015-2017.

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<sup>1</sup> LCS Ltd is registered at the same address (Unit 3, Edge Business Centre, Humber Road, London, England, NW2 6EW) as Blair Estates Ltd which has been referred to as the freeholder by some residents.

Number and average sales figures from 2008-2018

<b>Table 2.2</b>		
<b>Date</b>	<b>No. of sales</b>	<b>Average sales price</b>
2018	3	£48,167
2014	5	£49,250
2013	2	£48,500
2012	2	£57,250
2011	2	£68,725
2010	6	£67,083
2009	1	£83,500
2008	0	£0
<b>Total</b>	<b>21</b>	<b>£1,225,700<sup>2</sup></b>
<b>Average</b>	<b>2.625</b>	<b>£58,367</b>

According to [www.zoopla.co.uk](http://www.zoopla.co.uk) the average price paid for a flat over the last 12 months (November 2018) was £84,634 in Blackpool (based on 106 sales) and £157,294 in Lytham St Annes was (based on 151 sales).

The data shows that sales values of properties have declined significantly in recent years which corroborates commentary that some residents within the flats are in negative equity.

<sup>2</sup> Total from all 21 sales (see Appendix A)

Sales values changes on properties sold since 2014

<b>Table 2.3</b>					
<b>Flat no.</b>	<b>Recent sale date</b>	<b>Recent sale value</b>	<b>Previous sale date</b>	<b>Previous sale value</b>	<b>Increase/decrease</b>
73	05/11/2018	£50,000	22/06/2004	£78,950	-£28,950
68	01/05/2018	£45,000	10/01/2003	£51,000	-£6,000
71	30/04/2018	£49,500	04/05/1995	£33,000	+£16,500
32	12/12/2014	£55,000	First sale since after 1995		
65	13/08/2014	£41,250	14/04/2004	£49,950	-£8,700
49	22/07/2014	£60,000	18/05/2007	£95,000	-£35,000
25	09/05/2014	£32,500	First sale since after 1995		
21	25/04/2014	£57,500	First sale since after 1995		

Those properties which were purchased in the mid-2000s have seen their values fall between 12-37% as shown in the above table.

According to [www.rightmove.co.uk](http://www.rightmove.co.uk) there are 6 no. individual flats and a portfolio of 16 no. flats for sale (November 2018).

Properties on the market (November 2018)

<b>Table 2.4</b>		
<b>Property</b>	<b>Price</b>	<b>Agent</b>
Ground floor flat	Overs over £80,000	Farrell Heyworth
First floor flat	£75,000	Christie King
Ground floor flat (Block 1-6)	£60,000	County Estate Agents
Ground floor flat (Block 65-72)	Overs over £50,000	Farrell Heyworth
Ground floor flat (Block 79-84)	£45,000	Hunters and Tigers
First floor flat (Block 55-60?)	£62,000	Hunters
Portfolio of 16 flats	N/A	Bridgfords

The sales brochures for some of the above properties can be found at Appendix B.

Similar properties in immediate area – as a means of comparison

*Lemon Tree Court, Clifton Drive North, FY8 2SU*

Lemon Tree Court is a development of retirement housing consisting of 63no. one and two bed flats. The accommodation is for over 60s and includes residents lounge, communal laundry, guest suite, 24 hour emergency call system and in-house manager. It is located immediately to the west of the site adjoining the site's western boundary. The development is L-shaped in plan form and is part three/part four storey in height. It was developed by McCarthy and Stone in 1994 and is currently managed by First Point.

The flats are sold leasehold. There have been 6no. sales over the last two years (up to November 2018):

- Apartment 4: two bed flat - £75,000 in July 2018
- Apartment 8: one bed flat - £50,000 in September 2017
- Apartment 12: one bed flat - £65,000 in September 2017
- Apartment 34: two bed flat - £75,000 in July 2017
- Apartment 25: one bed flat - £54,000 in March 2017
- Apartment 33: two bed flat - £70,000 in February 2017

There is currently (as at November 2018) one flat on the market (November 2018). This is a one bed ground floor flat which has been on the market since October 2018 for £70,000 with agents Martin & Co<sup>3</sup>.

*The Sands, Marple Close, Marple Close, FY4 1TF*

The Sands is a three storey development of 22 no. two bed flats to the north west of the site on the corner of Starr Gate/Clifton Drive. It lies adjacent to the retail units on Squires Gate Lane. It was completed in 2005 achieving sales values of between £110,000 to £175,000. The flats are sold leasehold. Recent sales achieved include:

- Flat 8 - £85,000 in April 2017 (originally sold for £145,000 in 2005)
- Flat 20 - £133,000 in April 2016 (originally sold for £175,000 in 2005)
- Flat 2 - £103,000 in January 2014 (originally sold for £150,000 in 2005)

There are currently (as at November 2018) two properties on the market within The Sands<sup>4</sup>:

- Flat 6: two bed first floor flat for £144,950 since July 2018 with agent Elliott Booth

<sup>3</sup> <https://www.rightmove.co.uk/property-for-sale/property-76753172.html>

<sup>4</sup> <https://www.rightmove.co.uk/property-for-sale/find.html?locationIdentifier=POSTCODE%5E3858812&insId=1&numberOfPropertiesPerPage=24&areaSizeUnit=sqft&googleAnalyticsChannel=buying>

- Two bed second floor flat for offers over £130,000 since April 2018 with agent Entwistle

As at November 2018 there were a very small number of properties for rent in the area:

#### Lindsay Court

- Flat 95's garage is available to let for £43 pcm (Orchard Estates) <sup>5</sup>.

#### Lemon Tree Court

- Unfurnished one bed retirement flat available for £675 pcm since August 2018 (Girlings Retirement Rentals).

## 2.5 Other Relevant Developments in the area

There are two major housing developments within the immediate vicinity of the site. To the south is the Persimmon scheme on the former Pontins site and to the east immediately beyond the railway line is the New Progress Housing Association Ltd scheme.

**Coastal Dunes** – this site consists of 326 dwellings and 27 apartments (originally granted planning permission ref. 16/0062). The properties adjacent to the boundary with Lindsay Court are predominantly two storey houses with gardens backing onto the boundary. There are some which have their gable ends adjacent to the boundary. At the front of this site adjacent Clifton Drive North are three blocks of flats. The sale prices of these are not available at present. In the north east corner of the site adjacent the garage blocks at Lindsay Court the layout shows an emergency link road adjoining New Road and a pedestrian link towards the platform at Squires Gate rail station. It is understood that there is third party land between the end of this link and the rail platform. A two-bed mid terraced house is currently on the market for £122,995.

**Howarth Road, Squires Gate, Lytham St Annes** – a development of 22no. three bed affordable houses (planning application re. 17/0745) by New Progress Housing Association Ltd. The properties are currently available for shared ownership on the new

<sup>5</sup> <https://www.rightmove.co.uk/property-to-rent/property-56057025.html>

Progress Group's website<sup>6</sup>. The rear elevations of some of these properties face the railway line and the eastern edge of the Lindsay Court site.

## 2.6 Condition and repair

There has, for a variety of reasons, been a lack of appropriate management and maintenance to the fabric of the buildings. This has led in some instances to flats being in a chronic state of disrepair with damp, water ingress, draughts, etc.

Following the appointment of Homestead Ltd in 2014 it looked to undertake a comprehensive repair scheme and consulted with residents. As part of this process Homestead Ltd instructed Leemings Associates Chartered Surveyors to carry out an 'Overview of Condition' survey. This was undertaken of Block 12A-18 only in March 2015. This is attached at Appendix C.

In 2016, Homestead Ltd instructed Leemings Associates to undertake a tender process to contractors to carry out the required works as identified in the Overview of Condition Survey. The tender prices ranged from £2.19m-£2.88m (exclusive of VAT) and Homestead opted for the lowest tender. This equates to a cost of around £27,375.00 inclusive of VAT per flat.

In 2017, Homestead Ltd applied to the First Tier Tribunal Property Chamber (Residential Property) to amend the service charge for 2018 to £30,000 for each property to address the issue of external repairs to the buildings and garages. This application was granted on 12 April 2018 (see Appendix D).

## 2.7 Relevant Planning policy considerations

The statutory development plan relevant to Lindsay Court includes the Fylde Local Plan to 2032 (adopted October 2018) and the St Anne's on the Sea Neighbourhood Plan (May 2017).

St Anne's on the Sea NP<sup>7</sup>

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<sup>6</sup> <https://www.progressgroup.org.uk/buy-a-home/find-a-home-to-buy/squires-gate-lytham-reserve-now/>

There are a number of policies relevant to the site including:

- GP1: Settlement Boundary – development should be directed towards the existing settlement boundary and within the settlement boundary and development on previously developed land (pdl) will be encouraged.
- DH1: Creating a distinctive St. Anne’s - all development must be of a high quality of design and must be appropriate and sympathetic to the character of the town and its neighbourhoods.
- DH2: Corridors and Gateways - Blackpool Airport Corridor Improvement Area is included as a key gateway for enhancement. The NP seeks the comprehensive environmental improvement of this corridor and associated gateways.
- HOU1: Housing Development – housing development on permitted development land and land within the settlement boundary will be positively supported.
- HOU3: Retirement Hubs – these developments will be encouraged within the settlement boundary.
- HOU4: Residential Design – developments over 25 dwellings require a masterplan. Housing should follow West Coast Garden Neighbourhood principles (See Design Guide SPD).

The Design Guide includes a Companion Prospectus: Key Access Corridors and Gateways. Squire Gate Lane is identified as a strategic boulevard which includes the following design solutions/requirements:

- New boulevard tree planting, public realm and lighting;
- Tree planting / landscaping palette to be robust and suitable for this highly exposed, windy corridor;
- Any comprehensive redevelopment to include wide set back, potentially incorporating a linear park;

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<sup>7</sup> <http://www.fylde.gov.uk/council/planning-policy--local-plan-/neighbourhood-planning/st-annes-sea-town-council-neighbourhood-plan/>

- Potential for recladding of existing 1960's era maisonettes for thermal improvement and with garden town colour theme.

#### Fylde Local Plan<sup>8</sup>

The site is located within the Settlement Boundary on the Local Plan Policies Map. There is a strategic housing site to the south (HSS4: Coastal Dunes) and a non-strategic housing site to the east (HS23: Land South of Bridgeside, Squires Gate). The Fylde Coastal Way runs along Clifton Drive North to the west of Lindsay Court. There are two Biological Heritage sites within close proximity of Lindsay Court. The Blackpool Enterprise Zone is located to the east of Lindsay Court and includes a large employment allocation ES5: Blackpool Airport Enterprise Zone (Zone A).

The following policies are relevant to the site and have informed the options we have developed:

- Policy DLF1: Development Locations for Fylde – the plan identifies a number of strategic locations for development including the Fylde / Blackpool Periphery which includes the Blackpool Airport corridor. 90% of future homes are to be located within the four strategic locations.
- Policy GD7: Achieving Good Design in Development – a criteria based policy looking at all aspects of design.
- Policy GD9: Contaminated Land - there will be a presumption in favour of the re-development of previously developed land.
- Policy H1 – Housing Delivery and the Allocation of Housing Land – small windfall development are expected to contribute to the delivery of a minimum of 8,715 new homes up to the end of the Plan period in 2032.
- Policy H2: Density and Mix of New Residential Development - minimum net residential density of 30 homes per hectare. All developments of 10 or more dwellings will therefore be required to include at least 50% of dwellings that are 1-, 2- or 3-

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<sup>8</sup> <http://www.fylde.gov.uk/council/planning-policy--local-plan-/local-development-framework/adopted-fylde-local-plan-2032/>

bedroom homes. In order to meet the needs of an ageing population in Fylde, at least 20% of homes within residential developments of 20 or more homes should be designed specifically to accommodate the elderly.

- Policy H4: Affordable Housing - all market housing schemes of 10 or more homes will be required to provide 30% affordable housing, unless robust viability testing has demonstrated that the cost of the affordable housing provision would prevent the development from being delivered.
- Policy HW1: Health and Wellbeing - the Council will integrate public health principles and planning to help reduce health inequalities.
- Policy INF1: Service Accessibility and Infrastructure - development will be required to provide essential site service and communications infrastructure and demonstrate that it will support infrastructure requirements as set out in the Infrastructure Delivery Plan.
- Policy INF2: Developer Contributions - subject to viability, development will normally be expected to contribute towards the mitigation of its impact on infrastructure, services and the environment and contribute towards the requirements of the community.
- Policy T4: Enhancing Sustainable Transport Choice – includes improving and upgrading the North Fylde Railway Line and the South Fylde Railway Line, including improved service frequency on the latter.
- Policy T5: Parking Standards - car parking should, wherever possible, be provided on site so as to ensure there is no detrimental effect on highway safety. A flexible approach to the level of car parking provision will be applied, dependent on the location of the development concerned.

- Policy ENV2: Biodiversity – there are requirements with regards to development within or affecting nature conservation sites and ecological networks and priority species protection.
- Policy ENV4: Provision of New Open Space (Part of the Green Infrastructure network) - within new housing developments comprising ten or more homes the provision of amenity open space with facilities for children’s play (i.e. playgrounds and Multi-Use Games areas including LAPs and LEAPs), will be required to the following minimum standards:
  - 16m<sup>2</sup> per 1 bedroom home
  - 24m<sup>2</sup> per 2 bedroom home
  - 32m<sup>2</sup> per 3 bedroom home
  - 40m<sup>2</sup> per 4 bedroom home
  - 48m<sup>2</sup> per 5 bedroom home

In terms of separation distances between new development and existing development the Council uses a Supplementary Planning Guidance Note ‘Policy for New Flat Developments’ (June 1989). This states the following distances:

<b>No. of storeys</b>	<b>Minimum distance to rear boundary of site</b>
1	10.5m
2	10.5m
3	17.5m
4	24.5m

5	31.5m
6	38.5m

These policies have been reviewed and fed into emerging development proposals as detailed in sections three and four of this report.

## **2.8. Housing Needs Survey**

In July 2018, Fylde BC undertook a Housing Needs Survey for Lindsay Court. With a response rate of 36.5% the Survey – included in this Report as Appendix E – clearly identified the key issues impacting the site and its residents. It’s a crucial part of the evidence base and the need for an informed and agreed regeneration option for the site to be brought forward.

### **3 Options Development**

#### **3.1. How the Options developed through time**

When we became involved, the residents at Lindsay Court faced two broad options. The first was 'do nothing'; leave the existing site in its existing state, with minimal repairs and in a steady state of physical decline. This option would continue the deadlock between residents and the existing managing agent regarding payment of repair costs and annual rents. Green spaces and parking would remain of low quality and amenity value and the market value of the properties would likely continue its current downward trend. It became very clear that the 'do nothing' option was not acceptable to any of the parties involved but nonetheless, served as a useful indicator of the need for some sort of action.

The second option was the option determined via the First Tribunal Decision (Appendix D). Informed by a selective cost and repair assessment and quote, this provided for a major building refurbishment contract to take place to address some of the urgent repairs faced by the existing buildings. A flat figure of £30k per unit was required, totalling £2,880,000.00. This was due to be collected by Homestead who would then tender and oversee the contract. Whilst legally binding, most residents did not support this option and collection rates remain low.

Following discussions and review meetings with residents, the Council and the managing agent, Homestead, utilising the teams' technical expertise, a range of additional indicative options were presented to the community steering group for consideration. These are described in greater detail in the following paragraphs and drawings. These reflected initial ideas about the sort of place residents wanted Lindsay Court to be in the future, site opportunities and potential for unlocking funding possibilities.

### **3.2. Resident empowerment**

The leaseholders and residents have been actively involved in the issues at Lindsay Court for many years. They came together as an RTM organisation to overturn previous management agents when they felt the agent wasn't providing the service they should. In recent years whilst the tribunal process took place many of them were active in trying to give a voice to the residents and leaseholders to ensure the tribunal decision was fair – although the tribunal decision was not made in favour of the leaseholders and residents and they felt a degree of unfairness in the respect they couldn't defend themselves appropriately or ascertain appropriate legal guidance overall there is agreement that major works are required at Lindsay Court to bring the apartments up to standard and stop any further deterioration. It was this shared view that was the catalyst to a steering group being formed.

A small group of leaseholders/ residents along with the ward councillor worked together to raise awareness of the plight of the issues at Lindsay Court – grabbing the attention of local news outlets, Local MP and Fylde Council.

A Community Workshop took place at the Town Hall November 2018 – 43 leaseholder/ resident attendees at the event. (Appendix F provides a summary document of notes taken at community event) from the attendees there were 12 people who wanted to form the steering group. This workshop also paved the way for the housing need survey to be carried out at Lindsay court which would in turn support the work Fylde Council, Regenda, Cass associates, Amion and the steering group would do going forward to explore options for Lindsay Court.

The steering group meet fortnightly; sometimes weekly if they have a piece of work that requires a lot of attention. They have submitted and successfully be awarded community housing grant funds from Fylde Council to support them in becoming a community group and all things associated: Incorporation, Meeting room space, Resources etc.

The community group operates in a structured manner and have assigned roles of Chair, Communications Officer, Secretary and Treasurer. They also often work in sub groups on intricate pieces of work. They have actively canvassed on Lindsay Court to raise awareness of the steering group and to encourage support from leaseholders and residents. They have dedicated social media page.

The steering group have been empowered through this process to explore viable options for Lindsay Court, they have given this process the much needed voice of the community and ensured that view points from leaseholders, landlords and residents have been heard and considered throughout.

### **3.3. Meeting with residents**

We found at the first meeting with residents, a very articulate, open and energetic group, driven and passionate about the place and the community they live in. This provided the team with a great starting point and as we moved through the project our trust grew in them and them in us.

At the end of November 2018, the newly formed Lindsay Court Steering Group were invited to a second workshop. The aim of this was to provide residents with the tools, techniques and information to begin setting themselves as a formal, constituted body. Appendix G is a copy of the guidance notes from that workshop. Appendix H covers the detail of what was discussed.

As residents grew in knowledge and confidence, they were able to rigorously assess emerging options. Meeting fortnightly, the Group have been successful in securing Community Housing Fund grants from FBC, aimed at supporting them to become a formally constituted group and hold events. They were able to consider the benefits and dis-benefits of the initial range of options, instructing the team to narrow these down into the more detailed and final options. They have formed themselves into a formal grouping with agreed roles, responsibilities and their own bank account. They have their own social media outlet as a means of raising local awareness and encouraging support and interest. They have been able to consider and share their own specific views on the implications of the options and come together / compromise for the benefit of achieving a greater, long term outcome. They have grasped the complexities of any funding options linked to the development options. They have been able to respect and clearly understand the complex role of the different partner agencies. They have been prepared to make difficult choices that have ultimately led to the options being developed through time.

### **3.4. Development of the Preferred Options**

We began the concept design process by asking the residents steering group to consider the full range of possible options for Lindsay Court, including some that they had not previously considered, and the potential physical outcomes and financial implications associated with each option (see Appendix J and K).

These included:

- A. Do nothing: no further investment.
- B. Refurbish the existing 16 blocks as per the current tribunal order (external repairs primarily).
- C. As B above, however releasing the underused garage court as a development site to generate some contributory funding.
- D. As C above, but extending the redevelopment, including additional demolition of some of the existing apartments (those in poorest condition) for redevelopment into new.

- E. Comprehensive redevelopment of the entire estate with a higher density scheme to provide a number of apartments in addition to the 96 required for current owners / residents. The additional development to provide contributory funding for the scheme.

Through a series of review meetings and further presentations, residents expressed a preference for three 'preferred' scheme options to undergo further design development and analysis.:

#### Option B

- Retaining the existing 16 blocks (96 units) for refurbishment.

#### Option C (see Figure 3.1)

- Retaining the existing 16 blocks (96 units) for refurbishment.
- Developing the garage court to deliver new higher density apartment blocks at 4/5 storeys and approximately 3450m<sup>2</sup> (37,120sq. ft) of floorspace. This would potentially create approximately 44 new 2-bed units, (2840m<sup>2</sup>, 30,580 sq. ft net) with associated parking and amenity spaces.
- Parking for the existing units would be relocated elsewhere on the estate.

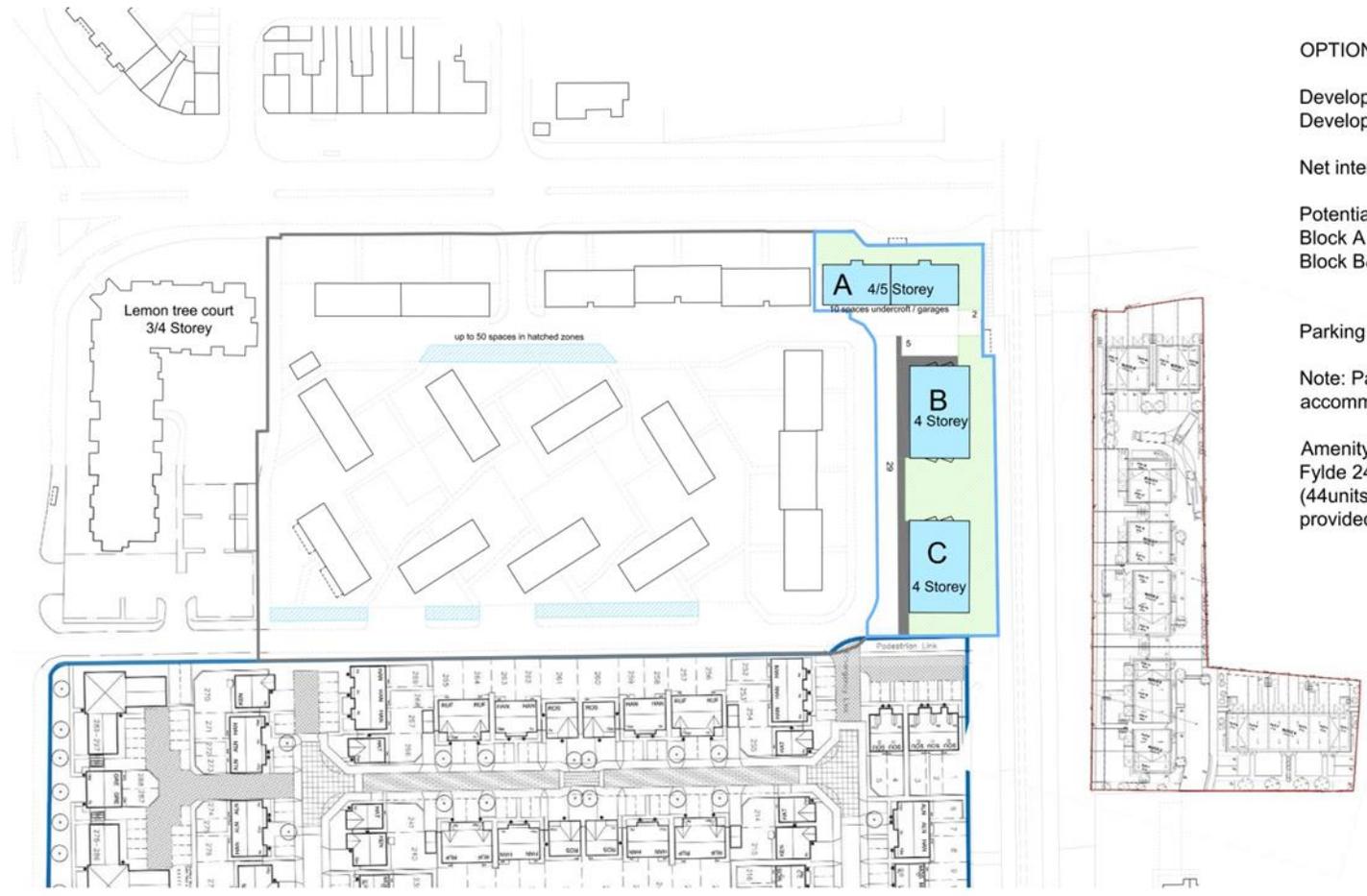
#### Option E (see Figure 3.2)

- Comprehensive redevelopment of the site, without retaining any of the existing blocks
- The redevelopment would be in two phases, to allow the 32 resident owners, to relocate, once Phase 1 is completed, without the need to leave the estate.



- Phase 1 would require the demolition of three existing blocks (apartments 49-66 at Lindsay Court) and would create six new blocks, containing 36 new (750 sq.ft.) apartments. The majority of these would be reserved for 32 resident owners to migrate to, prior to the demolition and redevelopment of the remaining existing blocks (Phase 2).
- The overall redevelopment would provide approximately 15,730m<sup>2</sup> (169,320 sq.ft) of floorspace, including 196 2-bed apartments (12,820 m<sup>2</sup>, 138,000sq.ft net), with associated parking and amenity space.
- The blocks of apartments would be 3/4 storeys in height.

Figure 3.1 - Option C Site Plan



OPTION C

Development of the garage court at 4 storey, single aspect units  
 Development of embankment site at 5 storey, dual aspect units

Net internal floor area: 3,450m<sup>2</sup>, 37,120ft<sup>2</sup>

Potential split  
 Block A - 12No. units @ 695<sup>2</sup> (2Bed) (8,340ft<sup>2</sup>)  
 Block B&C - 32 Units @ 695ft<sup>2</sup> (2Bed) (22,240ft<sup>2</sup>)

Parking 1 space / unit 44No.

Note: Parking associated with existing garages to be accommodated elsewhere onsite (if required)

Amenity Space  
 Fylde 24m<sup>2</sup> / unit required  
 (44units x 24) = 1056m<sup>2</sup> Requirement, 1060m<sup>2</sup> provided in hatched zone

Figure 3.2 –Option E Site Plan



OPTION E - Comprehensive estate redevelopment

**PHASE 1** - 6No. Blocks, Dual Aspect  
 Net internal floor area: 3420sq. m - 36,800sq ft  
 36No. units @750<sup>2</sup> (2Bed) (27,000ft<sup>2</sup>)  
 Parking 1 space / unit

Amenity Space  
 Fylde 24m<sup>2</sup> / unit required  
 (36units x 24) = 864m<sup>2</sup> Requirement,  
 1975m<sup>2</sup> provided in hatched zone

**PHASE 2** - 4No. Blocks, Single Aspect

Net internal floor area: 12,310sq. m - 132,480 sq ft.

Potential split - 160 units  
 100No. 2B Flat @ 660sq. ft (66,000 sq ft.)  
 60No. 2B Flat @ 750sq. ft (45,000 sq. ft)  
 Parking 1 space / unit

Amenity Space  
 Fylde 24m<sup>2</sup> / unit required x2 if over 100 units  
 (160units x 24 x 2) = 7680m<sup>2</sup> Requirement  
 4300m<sup>2</sup> provided in hatched zone  
 Therefore commuted sum may be required

### 3.5 Initial Benefits and Dis-benefits

Whilst Option B would cause least disruption for the resident community and could be achieved at a lower cost and shorter timescale, but it presents a short to medium term solution only. It should resolve the immediate issues of poor insulation, damp penetration etc. by alleviating the ongoing deterioration of the external envelope of the existing buildings. However the blocks would still retain the inherent issues and natural lifespan associated with 1960's buildings. These include poor access, lack of lifts, bin stores and poorly designed external spaces etc. Other dis-benefits include; cost are upfront to leaseholders; possibility of escalating costs after starting work; internal improvements not considered, negative equity, and possible eviction to leaseholders unable to pay.

Option C would have similar limited and short-term benefits for existing residents in terms of refurbishment but would additionally provide some new units in place of the unsightly garage court which would provide some potential funding to reduce the amount per leaseholder. It would involve some disruption during construction works but to a limited extent. Other dis-benefits include; small financial gain; garage owners benefit only; relocation for a small group; costs for everyone are still high and upfront; loss of parking/storage, and proximity to existing flats.

Option E would involve considerably more disruption to the residents (although the impact on the relatively small number of owner occupiers could be mitigated by phasing, as described above), a larger programme of development and greater cost / requirement for additional funding. It would however provide a higher density scheme of new, purpose-built apartments to contemporary standards and a longer-term lifespan. The redevelopment would include improved access and greater environmental sustainability, also generating much lower ongoing maintenance costs. Benefits of this option include; new property for all (bathrooms, kitchens communal areas etc.); reduction in ongoing maintenance and costs; new build to latest regulations (fire, electrical, thermal, entry/exit safety etc.); shared equity available (no upfront costs); potential Homes England/RP funding; equity and rental potential increase on new build; long term solution, and support of a RP and FBC. The

dis-benefits include; relocation for everybody; time scales; shared equity; rental loss during works; fear factor, and more properties less green space, no garages.

### 3.6 Constraints and risks

The resident led steering group recognised that, at this stage, which of the above would be most likely to receive greater support amongst the wider community of owners and residents would depend very much on individual circumstances and priorities. It was hoped that through further design development and analysis a consensus might emerge.

Key considerations affecting the options include:

1. **Freeholder:** The garage site and the apartments are leasehold, and the freehold owner has indicated that they would be reluctant to sell. Either of the options would therefore require the support of the freeholder.
2. **Programme and timescale:** Willingness to tolerate disruption and the length of time to achieve completion will depend on the age, tenure and circumstances of each resident. This may also be influenced by the level of deterioration of current living conditions, which varies across the estate.
3. **Horizon:** The importance of longer-term issues and the comparable potential lifespan of the existing or new apartments may vary depending on the age and tenure of the individual.
4. **Cost and Affordability:** The ability and willingness to contribute towards redevelopment costs will vary considerably across the resident community.
5. **Funding:** External funding would be required to support either option. This is discussed in more detail in Section 3.7 below.

### 3.7 Appraisal of Preferred Options

The appraisal of the preferred options was considered and discussed with residents, partners and the steering group. It has considered the impacts in terms of place-making, living conditions, the tribunal ruling, value for money, the site, planning policy, costs, values and potential sources of funding (public and private).

- **Option B: External refurbishment of existing blocks only** - under this option, 'wind and weather proofing' refurbishment of the external envelopes of the existing 16 blocks would be undertaken as proposed by the management company. This option would result in the partial external refurbishment of the existing 96 homes.
- **Option C: External refurbishment of existing blocks together with new infill housing development on the garage court site** - this option would seek to implement 'wind and weather proofing' refurbishment of the external envelopes of the existing 16 blocks together with new housing infill development on the site of the garage court following clearance. The option could achieve 44 new dwellings (potentially 32 single-aspect apartments in 2 x 4-storey blocks and 12 dual-aspect units in a single 5-storey block on a site of 0.3ha) together with 96 existing units benefitting from partial external improvement.
- **Option E: Comprehensive redevelopment** - under this option, the existing 16 blocks would be vacated and demolished to make way for redevelopment of the whole site in a revised layout at increased density. This option could secure 196 new apartments (potentially in 160 single-aspect units in 4 x 3/4 storey-blocks and 36 dual-aspect units in 6 x 3-storey blocks on the overall site of 1.65ha).

The intervention options have been considered against the do nothing/do minimum option (the counterfactual) in order to assess additionality.

The preferred option site plans for Options C and E were sent to planning officers for informal comments. These are found at Appendix L.

### **3.8 Costs and funding**

#### **3.8.1 Costs**

An initial assessment has been made based on indicative development appraisals to consider the costs and values of the shortlisted options. These suggest that positive development value could be generated under Options C and E:

- Option B - no development value would be generated.
- Option C - has the potential to provide a surplus of £0.5m towards estate refurbishment costs.
- Option E - has the potential to generate a surplus which could contribute to the overall scheme of some £1.5m.

The do nothing/do minimum option would have an illustrative cost of £1.9m in estate management but would not provide for development activity and would therefore not contribute development value.

The development appraisals have been incorporated into overall indicative investment appraisals for Options B and C over a period of 20 years and 30 years for Option E. These provide an indication of overall costs of implementation. In summary, this suggests that Option B could have potential investment costs of £3.5m in respect of refurbishment works, project management, and ongoing estate management. Option C costs would potentially total £8.6m comprising construction and refurbishment work, decanting and compensation, project management, and ongoing estate management. Option E investment may potentially total £25.2m in respect of demolition and construction, decanting and compensation, purchase of units, project management, and ongoing estate management. These estimated costs are summarised in Table 3.1.

The do nothing/do minimum counterfactual would have an estimated cost of £1.9m in on-going estate management costs.

<b>Table 3.1:</b>	<b>Option B</b>	<b>Option C</b>	<b>Option E</b>
Refurbishment and/or construction	£2.41m	£6.92m	£19.98m
Decanting and compensation	-	£0.07m	£0.65m
Purchases	-	-	£1.50m
Project management	£0.04m	£0.17m	£0.31m
Ongoing estate management	£1.05m	£1.48m	£2.74m
<b>Total</b>	<b>£3.5m</b>	<b>£8.6m</b>	<b>£25.2m</b>

### 3.8.2 Funding

Based on the outline investment appraisals, indicative potential funding scenarios have been established for each of the options. Options C and E indicatively would also be funded through a package of contributions from property owners and the public sector, along with on-going estate management through residents, but together with property sales and rental income. The potential indicative funding is shown in Table 3.2.

The do nothing/do minimum counterfactual funding requirement of £1.9m in on-going estate management costs would be met by owners/residents.

<b>Table 3.2</b>	<b>Option B</b>	<b>Option C</b>	<b>Option E</b>
Sales and rents	-	£5.3m	£17.2m
Estate management	£1.2m	£1.6m	£3.0m
Property owners	£0.8m	£0.5m	£3.0m
Public sector	£1.5m	£1.2m	£2.0m
<b>Total</b>	<b>£3.5m</b>	<b>£8.6m</b>	<b>£25.2m</b>

Under these scenarios, initial investment prior to receipts from property sales and rents would illustratively require support for Option C a total of £8.6m (illustratively £6.6m and £2.0m respectively), and Option E a total of £25.2m (indicatively £20.2m and £5.0m respectively).

### 3.9 Benefits

#### 3.9.1 Direct benefits

Implementation of options will provide significant benefits in relation to improved and additional new homes.

Under Option B, the existing 96 apartments would benefit from 'wind and weather proofing' refurbishment of the external envelope. This would provide an interim short-term solution for existing occupiers to the immediate problems associated with damp and aspects of insulation. However, it would require subsequent further investment to be classified as refurbished accommodation.

Under Option C, the existing 96 apartments would also benefit from ‘wind and weather proofing’ refurbishment of the external envelope, providing an interim short-term solution only for existing occupiers to immediate damp and insulation problems. In addition, 44 additional new apartments would be provided, intended to be units for sale which would reflect affordable open market sale values in this location in the order of £110,000.

Under Option E, a total of 196 new and attractive apartments would potentially be provided that would accommodate the existing 96 households together with 100 additional occupiers in a mix of affordable owner occupied, shared ownership and rented accommodation.

	<b>Option B</b>	<b>Option C</b>	<b>Option E</b>
Refurbished units (partial only)	96	96	-
New units	-	44	196
Parking spaces (no.)	96	140	196
Amenity space (ha)	0.6	0.7	0.6

The counterfactual scenario is that living conditions which are currently unsatisfactory for a number of residents would become increasingly concerning in relation to the ability of the accommodation to meet housing fitness standards. Maintenance funded through existing ground rent is inadequate to meet necessary existing remedial work and continued deterioration of the estate could be expected. As such, the blocks could be considered to only offer future short-life accommodation. Hence the anticipated counterfactual outcome is nil housing units.

### 3.9.2 Wider benefits

Wider benefits would result from the intervention options in relation to living conditions and health as summarised in Table 3.4.

<b>Table 3.4</b>	<b>Option B</b>	<b>Option C</b>	<b>Option E</b>
Accommodation standards	+ Weathertight existing blocks	+ Weathertight existing blocks + 44 new good quality apartments	+ Existing blocks demolished + 196 new high-quality apartments for existing and new residents
Living conditions	+ Partially improved conditions for owners and residents	+ Partially improved conditions for owners and residents + New good quality apartments for new residents	+ Significantly improved living conditions in modern apartments and attractive environment
Health and wellbeing	+ Some anticipated improvement in health & wellbeing for existing residents	+ Some anticipated improvement in health & wellbeing for existing and limited number of new residents	+ Significantly anticipated improvement in health & wellbeing for existing and substantial number of new residents
Sustainability	- Partial and short-term only	- Partial and short-term only + New apartments provide improved setting	+ Comprehensive and long-term solution

The counterfactual option, in contrast, would lead to an expected significant decline in accommodation standards, a serious deterioration in living conditions, and substantial worsening of health and wellbeing of residents. Sustainability would be poor.

### 3.10 Value for money

Initial consideration has been given to value for money of the alternative options. At this initial stage no adjustments have been made for optimism bias and risk or presentation of net present values, and as such costs are represented in financial rather than economic values. In terms of benefits, these are made on the basis of initial values of headline indicators and have also not at this stage been considered in terms of net present values.

However, the initial view is that benefits can be valued in relation to health and land value uplift. In relation to health, values can be ascribed from indicators provided by the BRE research report on understanding the cost of poor housing to the NHS (BRE, 2015). With regard to land value uplift, indicative values can be determined from consideration of residual values.

<b>Table 3.5</b>	<b>Option B</b>	<b>Option C</b>	<b>Option E</b>
Ascribed health benefits	£0.6m	£0.6m	£1.2m
Land value uplift	-£2.5m	-£2.1m	+£1.8m
Total	-£1.9m	-£1.5m	+£3.0m

In comparison, the counterfactual option would have a substantial negative benefit of -£4.5m as a result of the significant erosion of land value.

The table below brings together the costs and benefits of the short-listed intervention options and provides an initial indication of value for money in terms of the Benefit-Cost Ratio (BCR), the potential Homes England cost per unit, and the indicative cost per unit for owners.

<b>Table 3.6</b>	<b>Option B</b>	<b>Option C</b>	<b>Option E</b>
Value of benefits	-£1.9m	-£1.5m	+£3.0m
HE indicative cost	£1.5m	£1.0m	£1.6m
Initial indicative BCR	-1.2	-1.4	1.8
Initial indicative marginal BCR	1.7	2.9	4.5
Indicative HE cost per unit	£16,000	£7,400	£8,400
Indicative owner cost per unit	£8,000 upfront	£5,400 upfront	£30,900 future

The indicative costs to owners have been considered on the basis of a contribution in advance of works taking place under Options B and C, but a deferred contribution only under Option E when apartments are sold in future as a proportion of the uplift in overall property value.

### 3.11 Risks

Initial consideration has been given to risks. In relation to Option A, risk items are limited to the undertaking of external refurbishment works and project management, indicating a potentially low overall level of risk. Under Option C, risk items would also include external refurbishment works and project management, together with development activity and property sales. This would suggest a low-medium level of risk. In the case of Option E, there are a number of risk items including decanting of residents, demolition and construction work, project management, and subsequent property sales, and on-going estate management operation and management. The initial indicative risk profile is summarised in Table 3.7.

<b>Table 3.7</b>	<b>Option B</b>	<b>Option C</b>	<b>Option E</b>
Risk profile	Low	Low-medium	Medium-high

### **3.12 Options Development - Conclusions**

The assessment of costs, values, and benefits set out above has been undertaken on an indicative basis to illustrate the potential opportunities that could be available to achieve beneficial outcomes through a package of investment. It is provided as the basis for further consideration and analysis.

## **4.0 Delivery Options and Next Steps**

This section provides an indicative assessment of delivery options, delivery routes to achieve options for improvement in living conditions, and opportunities for funding support.

### **4.1 Delivery Options**

A long list of alternative approaches has been considered in relation to the delivery of the potential options set out in Section 3 for improving living conditions at Lindsay Court. This has included the existing freeholder and management company, a 'right to manage' company transfer, a community organisation (of various types), a registered housing provider, transfer to a local authority or local housing company, and a housing developer (either independently or through a partnership arrangement).

Consultation with the Steering Group has established that previous experience in relation to a 'right to manage' company transfer has not been successful and is no longer considered to be appropriate. However, there is appetite for establishing a community organisation that is considered to be an important component of delivering improvements in living conditions within Lindsay Court.

Initial 'soft market testing' undertaken with a Registered Provider has indicated a potential willingness from the sector to participate in an improvement and regeneration scheme such as those under Options C and E subject to careful consideration of the investment case. This mirrors discussions undertaken by Fylde Council.

Examination has established that a local authority transfer would not be applicable in relation to Fylde and that a local authority company transfer would not be appropriate.

Initial 'soft market testing' has also been carried out with a developer engaged in public private partnerships. While this has been limited in scope, it has indicated that the potential level of returns from Options B and C would be very likely to be insufficient to attract private sector willingness to participate.

In association with these approaches, the option for the local authority to compulsorily purchase the entire estate and enter into a back-to-back arrangement with an RP or private developer has been considered but dismissed on grounds of viability.

A key principle is that the results of the initial development and investment appraisal assessments (Section 3) do not demonstrate sufficient scope to purchase land interests from the freeholder, and therefore a route that retains the existing ownership while gaining necessary agreement to implement a scheme of works and long-term estate management would appear to be essential. Similarly, the initial assessments do not indicate a clear-cut investment case for an RP although it is considered that the experience and expertise of an appropriate RP is essential to ensuring successful delivery, certainly in relation to Options B and C. Alongside this, a community organisation is also considered to be essential as a 'user group' in the design of a scheme, ensuring the participation of owners and residents and in gaining agreement to proposed courses of action.

As a result, the shortlisted delivery options have focussed on potential arrangements involving:

- a registered provider;
- a community organisation; together with
- establishing appropriate arrangements in relation to the freeholder.

## 4.2 Potential Delivery route

An outline of the potential routes to successfully delivery of the alternative physical options is as follows:

- **Option B: External refurbishment of existing blocks** – on the basis that this comprises relatively straightforward external works, the anticipated delivery route would be that a registered provider would step into the estate management role and undertake improvement works, in association with a residents organisation and the agreement of the freeholder, funded jointly by owners and Homes England. The RP would then subsequently continue to undertake the estate management function. Under this approach, residents would remain in situ and current ownership and occupation would remain.
- **Option C: External refurbishment of existing blocks together with new infill housing development** - the potential delivery proposition is that the RP would take a lead role in undertaking new development and external improvement works to existing blocks, in association with a residents organisation and the agreement of the freeholder, funded jointly by owners and Homes England together with capital receipts from the sale of new units. The RP would then subsequently continue to undertake the estate management function. Under this approach, residents would remain in situ and current ownership and occupation would remain (as Option A), with new units being acquired on an owner-occupied (or potentially shared ownership) basis for the benefit of new residents.
- **Option E: Comprehensive redevelopment** - the potential delivery proposition is that the RP would take a lead role in undertaking all necessary works and activities, including resident decanting and demolition and new redevelopment works, in association with a residents organisation and the agreement of the freeholder, funded jointly by the RP and Homes England together with capital receipts from the sale of new units. The RP would then subsequently undertake an active role in letting and managing properties and continue to undertake the estate management function. Under this approach, existing residents would have the option to move into new units on the estate (with the proposition set out in the investment appraisal that two-thirds would choose to do so) with the remainder available for sale or rent.

As part of this approach has been assumed in the investment appraisals that ground rents would remain in place as a means to incentivise the freeholder to participate in the scheme. In addition, there is an opportunity for leaseholders to acquire the freehold through collective enfranchisement under the 1993 Leasehold Reform Act. While this may be possible (and could potentially be achieved at reasonably modest cost based on the understanding of ground rents payable and the length of outstanding lease terms) there may be no tangible advantage to this given the need to gain freeholder agreement to a scheme. However, this will require further consideration

### **4.3 Potential sources of funding**

There is limited scope for external funding to support the proposed improvement of living conditions at Lindsay Court. The principal opportunities lie with Homes England, the Government's arms-length organisation responsible for increasing the number of new homes that are built in England, including affordable homes and homes for market, sale or rent; improving existing affordable homes and bringing empty homes back into use; increasing the supply of public land for housing and the rate of housebuilding; and helping to stimulate local economic growth and attracting private sector investment in local areas.

In particular, the Community Housing Fund has been established to support schemes that increase housing supply in England by the community-led housing sector and which provide housing that is affordable at local income levels. Under Phase 1 of the fund, Fylde Council has established a Development Officer post to co-ordinate and take community-led development forward within the borough. The fund initially established for the Fylde can support revenue costs in relation to feasibility and design work (including architecture, planning, legal, and survey work), and costs in setting up and developing a community organisation, and this provides the potential means to fund the preparation of a full business case for a proposed Lindsay Court scheme, following on from this initial assessment.

Phase 2 of the scheme that will include support for capital costs, is particularly envisaged to be delivered through community organisations working in partnership with a registered provider to deliver eligible schemes. A key principle is that the community organisation should be not-for profit and formally constituted if it is to receive funding. There are a number of forms in which this can be achieved which will need to be examined in more detail through the Business Case, with the assistance of specific expertise in relation to potential charitable status. The form of organisation may vary depending on the selected option and it may for example be that the residents organisation could lead the scheme under Option C with the support of the RP, while under Option E the RP would be the lead organisation, supported by the residents group. This is again to be determined through the proposed Business Case preparation stage.

The indicative investment appraisals have been established to address eligibility and priority criteria established for the Community Housing Fund and to offer potentially acceptable value-for-money in conjunction with leverage of funding contributions from the private sector (RP and owners/residents).

#### 4.4. Next Steps

It is very important that the momentum, the trust and the progress that has been achieved through this approach is continued. Residents need to be supported and empowered to drive forward and influence an agreed solution, the Council needs to adapt its role and continue to support the process, Homes England need to continue to help with advice and support. A registered provider needs to be engaged and be prepared to work with everyone in thinking creatively in order to unlock an agreed solution.

The aim of the next stage of work should be to clearly establish whether a final, deliverable proposition is agreeable and achievable. Specifically the following should be undertaken;

1. Engage the support of a registered provider. A provider needs to be brought into the process of finding an agreed solution for Lindsay Court as they will be key to ensuring that any proposal is deliverable and achievable. Expressions of Interest from RP's were sought at a meeting in August 2019. The selected provider / consortium of providers will support the process through establishing funding and deliverability options for the site, engaging residents throughout the process.
2. Present summary of this reports' findings to community and partner event in September 2019 – obtain views and feedback / inform pre-planning discussions / develop new connections with residents and owners / explain and agree the next steps.
3. Develop an agreed 'Stage Two' process involving the provider, residents, council and existing consultant team to test the preferred options presented in this report and take them through to a deliverable proposition. The Stage Two to include;
  - Research and Assessment – test assumptions for both 'preferred options' through coordinating the undertaking of the following;
    - Detailed full building survey
    - Expectations, values and support of land owner and residential unit owners

- Levels of individual mortgage / debt vs current and expected property values
  - Planning and building control policy
  - Homes England expectations and conditions regarding tenure mix, funding and best practice support
  - Retained registered provider requirements and expectations
- 
- Support Continued Empowerment of Resident Group – work with existing Steering Group to establish formal structure best suited to inform and support emerging proposition / support with funding bids / awareness raising and best practice / design charrettes and ideas for green spaces.
  - Test and Refresh Options – feed the research and assessment into a refreshed option(s), factoring in broader regeneration aspirations for the site and its wider context. Consult with Client group, partners and residents to explain implications and understand their preferences.
  - Develop Preferred Option to Outline Planning stage with Outline Business Plan and linked agreements in place – this to include Homes England, land and property owners and in principle RP, residents and Council sign off. This should also include a '5 Cases' Business Plan. This covers the strategic, economic, financial, commercial, and management aspects of projects – and gives the framework for project definition, option assessment, resident organisation issues mentioned above.

## 5.0 Summary and Conclusions

The process of co-design, has supported residents and partners to better understand the issues and opportunities faced by Lindsay Court – its owners, the residents and its place within the wider fabric of St Annes and south Blackpool. All the options have been considered and discussed in the light of policy, funding, building, owner, lease-holder constraints, expectations and opportunities.

The process has led to two emerging preferred options. Both are based on a range of challenging short and long term assumptions and it is clear that for either to be taken forward into a deliverable proposition, there will need to be some significant compromises.

By considering the potential of the place - what Lindsay Court could be like to live, own and visit in the future – residents and partners have been able to come together and make some difficult choices. They realise that Lindsay Court has huge potential, that a co-designed approach – with significant leadership and support from Fylde Council – can provide an agreed solution.

The next steps will be crucial. Hopefully the provider, working with the existing team and responding to the Council / residents as 'clients' will bring some clarity on many of the assumptions made to date. With innovation, commitment and drive we hope that an agreed deliverable proposition for Lindsay Court can be achieved.

## **APPENDICES**

**Appendix A; Lindsay Court Sales (Jan. 1995 – Dec 2018)**

**Appendix B; Lindsay Court current sales brochures**

**Appendix C; Leeming Associates Condition Survey**

**Appendix D; First Tier Tribunal Decision notice**

**Appendix E; Lindsay Court Housing Needs Survey Summary, July 2018.**

**Appendix F; Community Workshop Event, November 2018**

**Appendix G; Resident Empowerment Guidance Notes**

**Appendix H; Resident Workshop No.2**

**Appendix I; Indicative Development and Financial Appraisals**

**Appendix J; Initial development options (Feb 2019)**

**Appendix K; Further development options (March 2019)**

**Appendix L; Fylde Council planning officer informal comments**



**Appendix A; Lindsay Court Sales (Jan. 1995 – Dec 2018)**

Date	Flat No.	Sale Price	Total for year	Average for year
05/11/2018	Flat 73	£50,000		
01/05/2018	Flat 68	£45,000		
30/04/2018	Flat 71	£49,500	£144,500	£48,167
12/12/2014	Flat 32	£55,000		
13/08/2014	Flat 65	£41,250		
22/07/2018	Flat 49	£60,000		
09/05/2014	Flat 25	£32,500		
25/04/2014	Flat 21	£57,500	£246,250	£49,250
15/07/2013	Flat 67	£51,000		
01/05/2013	Flat 32	£46,000	£97,000	£48,500
25/09/2012	Flat 72	£63,000		
24/04/2012	Flat 29	£51,500	£114,500	£57,250
22/11/2011	Flat 60	£72,000		
16/05/2011	Flat 42	£65,450	£137,450	£68,725
19/11/2010	Flat 10	£60,000		
15/10/2010	Flat 7	£50,000		
15/10/2010	Flat 94	£67,000		
26/05/2010	Flat 24	£66,500		
19/05/2010	Flat 42	£76,000		
05/02/2010	Flat 50	£83,000	£402,500	£67,083
28/09/2009	Flat 78	£83,500	£83,500	£83,500
12/06/2007	Flat 43	£103,000		
18/05/2007	Flat 49	£95,000		
30/03/2007	Flat 58	£61,500		
15/02/2007	Flat 51	£89,950		
10/01/2007	Flat 75	£93,000	£442,450	£88,490
08/12/2006	Flat 64	£69,000		
01/12/2006	Flat 15	£94,000		
01/12/2006	Flat 63	£72,000		
27/10/2006	Flat 90	£86,950		
26/07/2006	Flat 4	£77,500		
17/05/2006	Flat 66	£90,000		
27/01/2006	Flat 22	£82,950	£572,400	£81,771
02/11/2005	Flat 43	£104,950		
30/09/2005	Flat 74	£90,000		
28/09/2005	Flat 92	£42,000		
31/08/2005	Flat 77	£98,000		
26/05/2005	Flat 33	£83,000		
16/05/2005	Flat 93	£75,225		
15/04/2005	Flat 63	£75,000		
08/04/2005	Flat 49	£75,000		
23/03/2005	Flat 79	£77,500	£720,675	£80,075

Date	Flat No.	Sale Price	Total for year	Average for year
17/12/2004	Flat 69	£80,250		
16/12/2004	Flat 19	£81,000		
29/10/2008	Flat 57	£82,950		
21/10/2008	Flat 42	£59,000		
02/07/2004	Flat 34	£76,500		
22/06/2004	Flat 73	£78,950		
04/06/2004	Flat 87	£71,950		
14/04/2004	Flat 65	£49,950		
03/02/2004	Flat 57	£68,500	£649,050	£72,117
24/10/2003	Flat 30	£72,000		
15/09/2003	Flat 17	£55,000		
13/08/2003	Flat 51	£60,000		
16/05/2003	Flat 29	£68,950		
10/01/2003	Flat 68	£51,000	£306,950	£61,390
23/12/2002	Flat 15	£47,000		
12/11/2002	Flat 73	£51,000		
04/10/2002	Flat 19	£45,000		
13/09/2002	Flat 30	£38,000		
19/08/2002	Flat 47	£50,750		
01/07/2002	Flat 37	£42,000		
24/06/2002	Flat 31	£44,500		
06/07/2002	Flat 81	£33,000		
15/02/2002	Flat 29	£44,500		
11/02/2002	Flat 51	£44,950		
31/01/2002	Flat 96	£32,000	£472,700	£42,973
04/10/2001	Flat 36	£24,000		
20/09/2001	Flat 12	£35,500		
25/04/2001	Flat 78	£44,000		
10/01/2001	Flat 93	£28,000	£131,500	£32,875
08/12/2000	Flat 69	£41,000		
13/10/2000	Flat 50	£27,000		
05/10/2000	Flat 85	£34,000		
20/04/2000	Flat 34	£37,000		
28/02/2000	Flat 67	£27,750		
21/02/2000	Flat 22	£36,500	£203,250	£33,875
10/12/1999	Flat 1	£37,500		
22/11/1999	Flat 57	£40,000		
23/06/1999	Flat 18	£22,000		
30/04/1999	Flat 23	£36,000		
12/03/1999	Flat 47	£21,000	£156,500	£31,300
23/12/1998	Flat 39	£25,000		
07/12/1998	Flat 83	£34,000		
23/11/1998	Flat 40	£25,000	£84,000	£28,000
30/09/1997	Flat 74	£30,000		
22/08/1997	Flat 57	£22,500	£52,500	£26,250
16/12/1996	Flat 69	£33,000		
30/08/1996	Flat 61	£33,500		
17/01/1996	Flat 1	£33,500	£100,000	£33,333
05/04/1995	Flat 71	£33,000	£33,000	£33,000



**Appendix B; Lindsay Court current sales brochures**



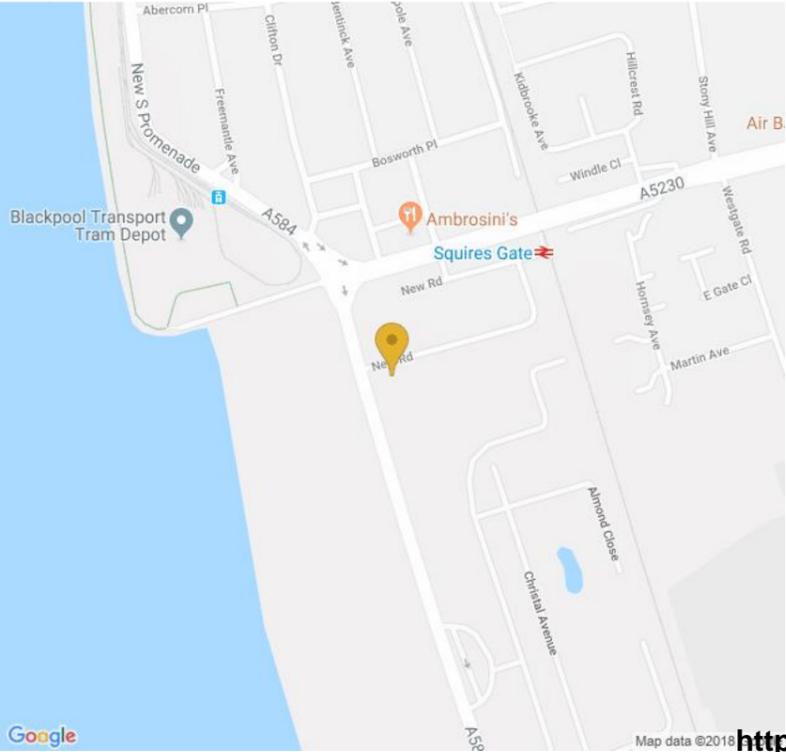
**0.0**  
**£80,000**

Lindsay Court, New Road,  
Lytham St. Annes FY8

**Farrell  
Heyworth**  
Sales & Lettings



- Well Presented and Maintained Two Bedroom Ground Floor Apartment
- Modern Kitchen and Shower Room
- Great Location, Close to All Local Amenities
- No Chain Delay, including Garage
- Viewing Highly Recommended, Must See Property



**Farrell  
Heyworth**  
Sales & Lettings

**Blackpool South**  
**56a Highfield Road**  
**South Shore FY4 2JA**

**Tel: 01253 341000**

**Email: southshore@farrellheyworth.co.uk**

**[http://www.farrellheyworth.co.uk/blackpool\\_south](http://www.farrellheyworth.co.uk/blackpool_south)**

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All measurements quoted are approximate and plans are for general guidance and are not to scale. The Fixtures, Fittings & Appliances have not been tested and therefore no guarantee can be given that they are in working order. Photographs are reproduced for general information and it cannot be inferred that any item shown is included in the sale.

Company Details - Farrell Heyworth Limited.

Registered Office: Second Floor Office Suite, The Pavillion, Church Street, Lancaster, LA1 1EX

Registered in England No. 3798432

Directors CP Heyworth FNAEA, JF Collins, JR Collins, SW Penny FRICS, JAG Shellcross MNAEA, JA French

**EPC D**

[www.farrellheyworth.co.uk](http://www.farrellheyworth.co.uk)





This spacious, well-presented two bedroom ground floor apartment is situated close to local amenities, shops, town centre, Lytham St Anne's and transport links.

The property will appeal to a range of buyers and benefits from neutral décor, an outside seating area, double glazing and gas central heating.

The accommodation briefly comprises communal entrance, hall way with storage cupboard, spacious lounge with dining area, modern kitchen with a range of base and wall units with integrated appliances, two good sized double bedrooms with fitted wardrobes and a modern shower room with a three piece suite.

Externally there is communal parking and gardens plus a sitting area.

## “ What The Agent Says ”

**Viewing is highly recommended to appreciate what is on offer, so call us today to book your viewing.**





**HUNTERS**<sup>®</sup>  
HERE TO GET *you* THERE

Lindsay Court, St Annes, FY8 2SS  
£62,000



First Floor



Energy Efficiency Rating		Current	Potential
Very energy efficient - lower running costs	(92-100) <b>A</b>		
(81-91) <b>B</b>			
(69-80) <b>C</b>			
(55-68) <b>D</b>			
(39-54) <b>E</b>			
(21-38) <b>F</b>			
Not energy efficient - higher running costs	(1-20) <b>G</b>		
		<b>63</b>	<b>83</b>
England & Wales		EU Directive 2002/91/EC	

Environmental Impact (CO <sub>2</sub> ) Rating		Current	Potential
Very environmentally friendly - lower CO <sub>2</sub> emissions	(92-100) <b>A</b>		
(81-91) <b>B</b>			
(69-80) <b>C</b>			
(55-68) <b>D</b>			
(39-54) <b>E</b>			
(21-38) <b>F</b>			
Not environmentally friendly - higher CO <sub>2</sub> emissions	(1-20) <b>G</b>		
		<b>66</b>	<b>72</b>
England & Wales		EU Directive 2002/91/EC	

**THINKING OF SELLING?**

If you are thinking of selling your home or just curious to discover the value of your property, Hunters would be pleased to provide free, no obligation sales and marketing advice. Even if your home is outside the area covered by our local offices we can arrange a Market Appraisal through our national network of Hunters estate agents.



**\*\*TWO BED FIRST FLOOR FLAT WITH WEST FACING BALCONY, GARAGE AND NO ONWARD CHAIN INVOLVED\*\*** First Floor Flat in a Great Location consisting of Hallway, Lounge, Kitchen, Two Double Bedrooms, Bathroom & Sep WC, West Facing Balcony to Front, Garage, No Onward Chain Involved

**COMMUNAL ENTRANCE**

Stairs to first floor landing

**HALLWAY**

Cloak room and two storage cupboards

**LOUNGE**

*4.27m (14' 0") x 4.98m (16' 4")*

Electric fire set in feature surround, double glazed window to front, decorative cornice style ceiling, double glazed sliding doors to balcony, storage heater

**BALCOMY**

Brick built West facing balcony overlooking communal gardens

**KITCHEN**

*2.62m (8' 7") x 2.21m (7' 3")*

Fitted with a matching range of base wall units with round edge worktops, stainless steel single drainer sink with tiled splashbacks, plumbing for washing machine, space for fridge freezer, gas point for cooker, double glazed window to rear

**BEDROOM 1**

*4.22m (13' 10") x 3.20m (10' 6")*

Double glazed window to rear, storage heater, built-in cupboard

**BEDROOM 2**

*4.27m (14' 0") x 2.87m (9' 5")*

Double glazed window to front, storage heater, built-in cupboard

**BATHROOM**

*1.73m (5' 8") x 1.47m (4' 10")*

Fitted with a white 2 piece suite comprising panelled bath with shower over & a pedestal wash hand basin, tiled walls, double glazed window to rear

**OUTSIDE**

Well maintained communal gardens

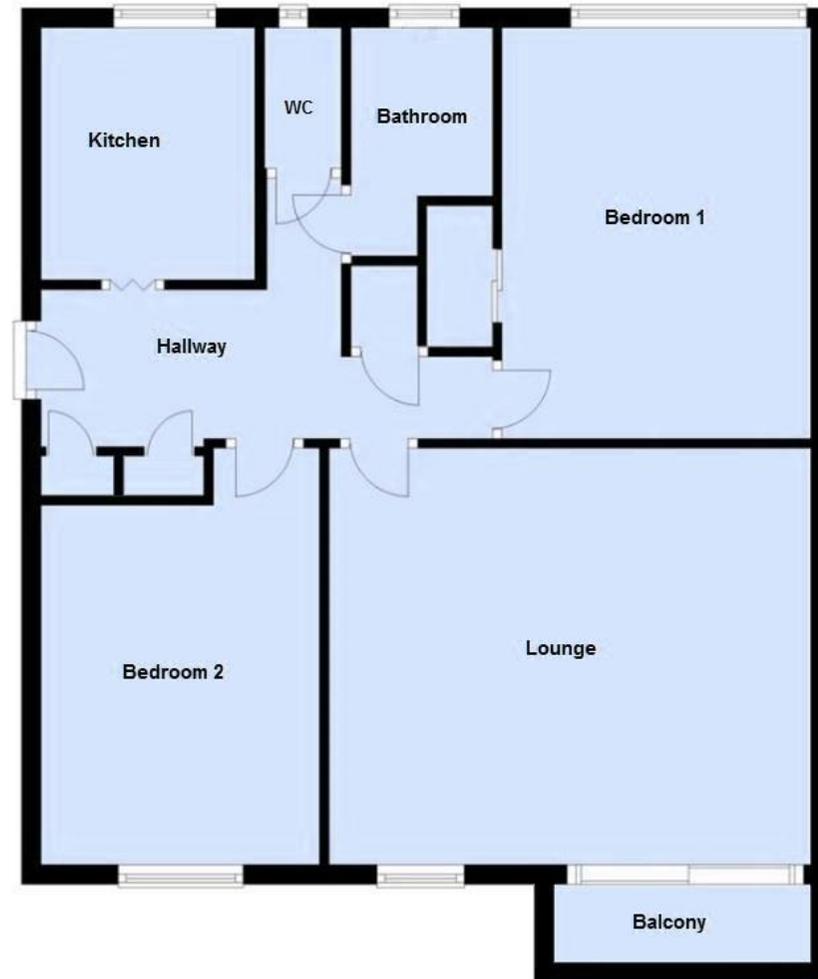
**GARAGE**

Brick built garage with up and over door

**SEPARATE WC**

Low level wc. double glazed window to rear

## First Floor



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**0.0**  
**£50,000**

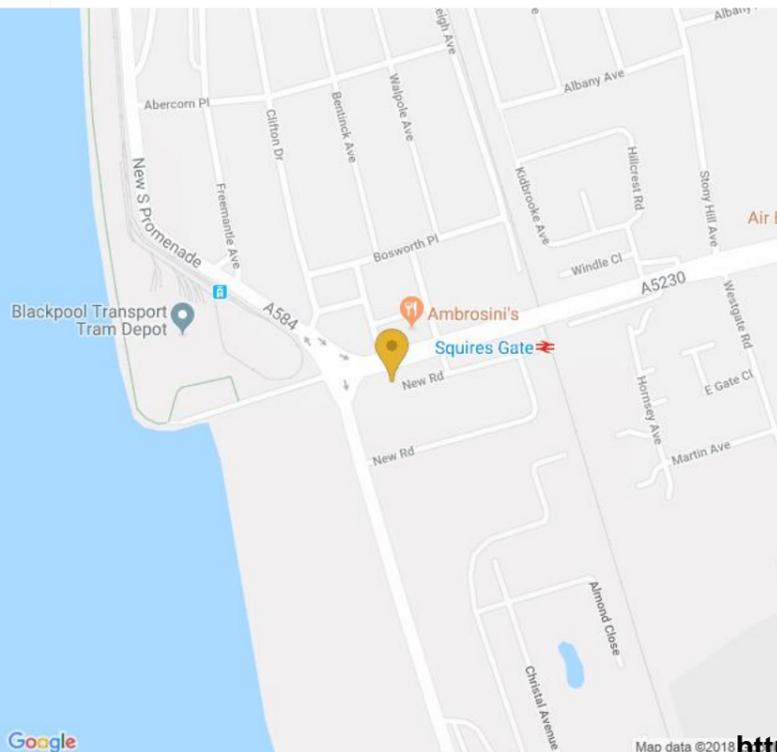
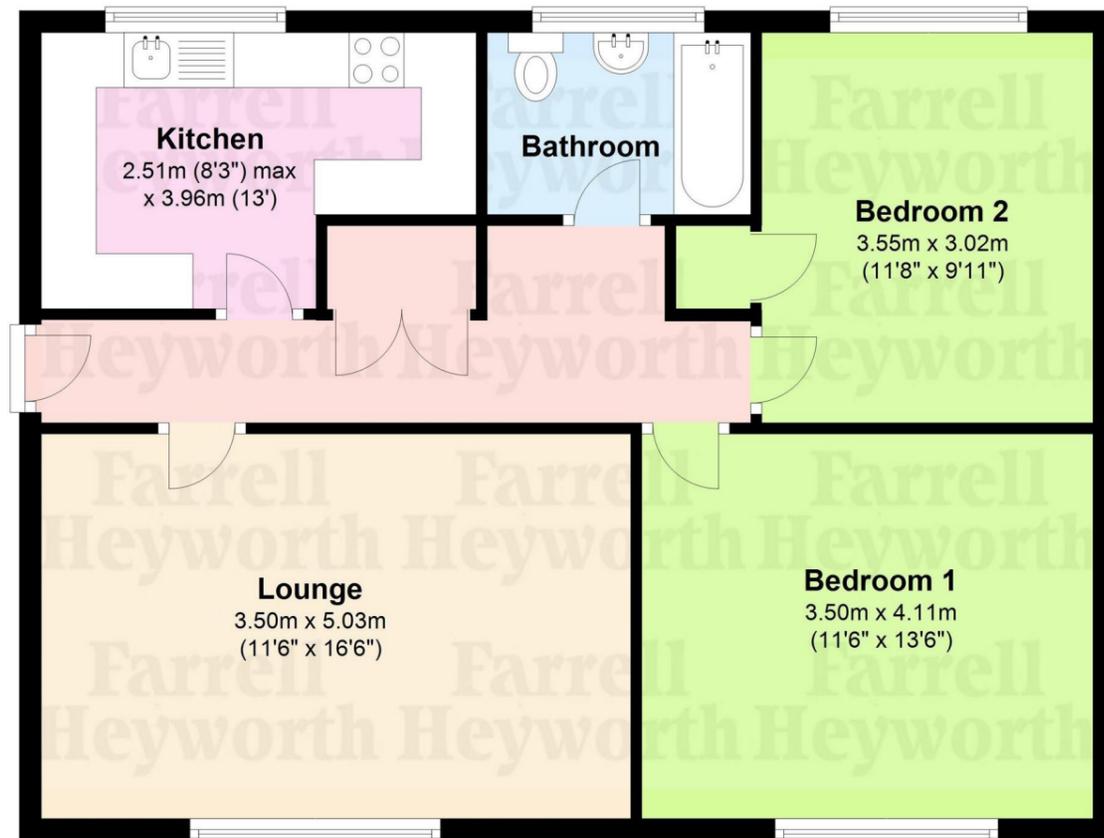
Lindsay Court, New Road,  
Lytham St. Annes FY8



- Modern Two Bedroom Ground Floor Apartment, Located Near Promenade
- Spacious Lounge, Modern Bathroom & Kitchen Area
- Gas Central Heating, UPVC Double Glazing
- Ideal for Single Person, Retiring Couples & Investors
- NO FORWARD CHAIN, VIEWING RECOMMENDED

**EPC C**

[www.farrellheyworth.co.uk](http://www.farrellheyworth.co.uk)



**Blackpool South**  
**56a Highfield Road**  
**South Shore FY4 2JA**

**Tel: 01253 341000**

**Email: [southshore@farrellheyworth.co.uk](mailto:southshore@farrellheyworth.co.uk)**

**[http://www.farrellheyworth.co.uk/blackpool\\_south](http://www.farrellheyworth.co.uk/blackpool_south)**

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Directors CP Heyworth FNAEA, JF Collins, JR Collins, SW Penny FRICS, JAG Shellcross MNAEA, JA French



This modern, two bedroom, ground floor flat is located close to the promenade, beach and town centres of Blackpool and St Anne's. The location is well placed for transport links and tram routes. The property is ideal for a couple and would make an ideal retirement home or downsize.

The accommodation briefly comprises entrance hallway, spacious lounge with front aspect window overlooking the communal gardens, kitchen with a range of modern base and wall units, complementary worktops and tiled splashbacks, two double bedrooms and a three piece bathroom suite in white with a shower over the bath.

Externally there are communal gardens.

## “ What The Agent Says ”

**The property has been priced to sell and there is no onward chain. Call us today to arrange your viewing.**





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HERE TO GET *you* THERE

Lindsay Court, New Road, FY8 2ST | £45,000  
Call us today on 01253 362640



Energy Efficiency Rating		
	Current	Potential
Very energy efficient - lower running costs		
(95-100) <b>A</b>		
(81-91) <b>B</b>		
(69-80) <b>C</b>		
(55-68) <b>D</b>		
(39-54) <b>E</b>		
(21-38) <b>F</b>		
(1-20) <b>G</b>		
Not energy efficient - higher running costs		
		<b>76</b>
	<b>49</b>	
<b>England &amp; Wales</b>	EU Directive 2002/91/EC	

Environmental Impact (CO <sub>2</sub> ) Rating		
	Current	Potential
Very environmentally friendly - lower CO <sub>2</sub> emissions		
(92-100) <b>A</b>		
(81-91) <b>B</b>		
(69-80) <b>C</b>		
(55-68) <b>D</b>		
(39-54) <b>E</b>		
(21-38) <b>F</b>		
(1-20) <b>G</b>		
Not environmentally friendly - higher CO <sub>2</sub> emissions		
		<b>60</b>
	<b>34</b>	
<b>England &amp; Wales</b>	EU Directive 2002/91/EC	

### THINKING OF SELLING?

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**\*\*GROUND FLOOR FLAT WITH 2 DOUBLE BEDROOMS, A SOUTH FACING BALCONY, GARAGE AND NO ONWARD CHAIN INVOLVED\*\*** Ground Floor Flat in a Great Location consisting of Communal Entrance, Hallway, Lounge, Dining Kitchen, Two Double Bedrooms, 3 Piece Bathroom, South Facing Balcony to Rear, Garage, No Onward Chain Involved. For More Details Please call HUNTERS on 01253 362640

### **COMMUNAL HALLWAY**

Communal access from the ground floor level to the front of the building and a second Communal Entrance at the rear from the lower ground floor

### **HALLWAY**

Built in storage cupboards

### **LOUNGE**

*4.98m (16' 4") x 3.48m (11' 5")*

Double glazed window to front, storage heater, decorative cornice style ceiling, fire surround

### **KITCHEN**

*4.09m (13' 5") x 2.49m (8' 2")*

Fitted with a matching range of base and wall units with round edge worktops, stainless steel double sink unit with mixer taps & tiled splash backs, built in eye level electric oven, ceramic hob with extractor hood over, double glazed window to rear, plumbing for washing machine, storage cupboard

### **BEDROOM 1**

*3.91m (12' 10") x 3.48m (11' 5")*

Double glazed window to front, storage heater, decorative cornice style ceiling

### **BEDROOM 2**

*3.58m (11' 9") x 3.02m (9' 11")*

Two double glazed windows to rear, double glazed door to balcony, storage heater, decorative cornice style ceiling, built in storage cupboard

### **BATHROOM**

*2.39m (7' 10") x 1.65m (5' 5")*

Fitted with a 3 piece suite comprising low level wc, vanity wash hand basin with storage under, corner bath with glass screen, two double glazed windows to rear, tiled walls

### **BALCONY**

South facing balcony with access via the second bedroom

### **GARAGE**

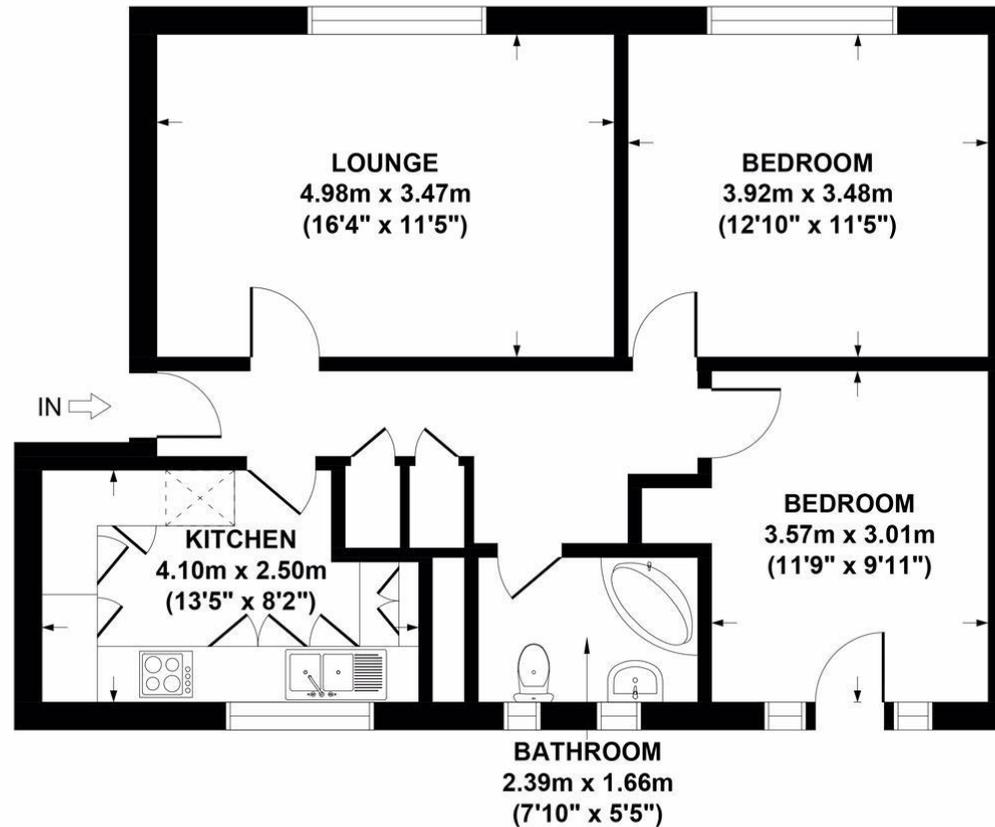
Up & over garage door

### **OUTSIDE**

Communal well kept gardens

### **LEASE**

Date of Lease; 2 September 1977 Lease Term : 999 years from 1 September 1961



GROSS INTERNAL  
FLOOR AREA 68 SQ M 735 SQ FT

**LINDSAY COURT, NEW ROAD, LYTHAM ST ANNES, ., FY8 2ST**  
**APPROX. GROSS INTERNAL FLOOR AREA 68 SQ M / 735 SQ FT**

FLOOR PLAN IDENTIFICATION PURPOSES ONLY -NOT TO SCALE

These particulars are intended to give a fair and reliable description of the property but no responsibility for any inaccuracy or error can be accepted and do not constitute an offer or contract. We have not tested any services or appliances (including central heating if fitted) referred to in these particulars and the purchasers are advised to satisfy themselves as to the working order and condition. If a property is unoccupied at any time there may be reconnection charges for any switched off/disconnected or drained services or appliances - All measurements are approximate.

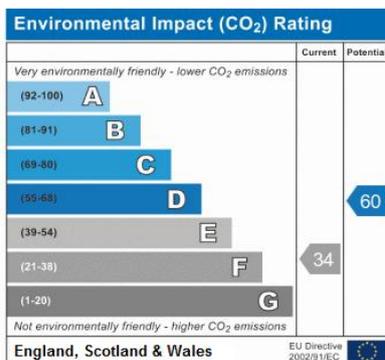
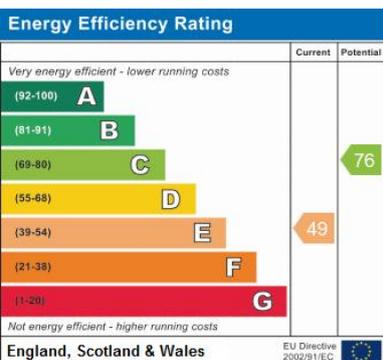
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**New Road, Lytham St Annes, FY8 2ST**  
**Price: Asking Price Of £45,000**



- A Two Bedroom Ground Floor Apartment
- Double Glazed Throughout
- Three Piece Bathroom Suite
- Off Road Parking, Garage
- Close Access To Blackpool Promenade
- Close To Local Amenities
- Viewing Highly Recommended

# New Road, Lytham St Annes

## ENTRANCE

Door leading into communal entrance. Stairs to all floors.

## HALLWAY

Doors leading all rooms. Ceiling light. Storage cupboard. Fitted carpet.

## LOUNGE

**16' 4" x 11' 5" (4.98m x 3.48m)**

A spacious reception room with a double glazed window. Decorative coved ceiling with ceiling light. Electric storage heater and fitted carpet.



## KITCHEN

**13' 5" x 8' 2" (4.09m x 2.49m)**

Range of matching wall and base units with complementary work surfaces. Four ring electric ceramic hob with overhead extractor. Stainless steel sink with mixer tap. Storage cupboard. Ceiling light. A double glazed window to rear elevation.



## BEDROOM ONE

**12' 10" x 11' 5" (3.91m x 3.48m)**

A double glazed window. Decorative coved ceiling with ceiling light. Storage heater. Fitted carpet.

## BEDROOM TWO

**11' 9" x 9' 11" (3.58m x 3.02m)**

A double glazed window. Decorative coved ceiling with ceiling light. Storage heater. Fitted carpet. Fitted wardrobes.



## BATHROOM

**7' 10" x 5' 5" (2.39m x 1.65m)**

A white three piece bathroom suite comprising of a corner panelled bath with combined overhead shower and glass screen. Wash hand basin set in vanity unit storage. Low flush WC. Fully tiled walls. Ceiling light. Two double glazed windows.

## EXTERNALLY

Externally room for parking with garage. Communal front garden with laid to lawn grass and range of hedges.

**Date of lease : 2 September 1977 Lease Term :  
999 years from 1 September 1961**



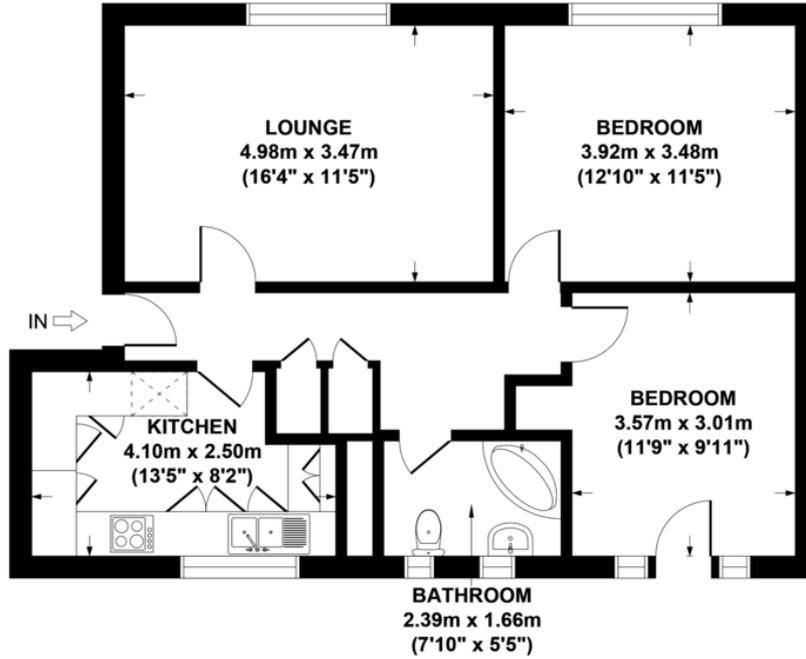
## New Road, Lytham St Annes



### TENURE

The property is **Leasehold**

# New Road, Lytham St Annes



GROSS INTERNAL  
FLOOR AREA 68 SQ M 735 SQ FT

LINDSAY COURT, NEW ROAD, LYTHAM ST ANNES, ., FY8 2ST  
APPROX. GROSS INTERNAL FLOOR AREA 68 SQ M / 735 SQ FT

FLOOR PLAN IDENTIFICATION PURPOSES ONLY -NOT TO SCALE



## Appendix C; Leeming Associates Condition Survey

**LEEMING ASSOCIATES**  
CHARTERED SURVEYORS

Building Surveyors, Quantity Surveyors,  
Project Managers

8-10 Preston Old Road, Freckleton, Preston, Lancs PR4 1PD  
26 Crescent Road, Shepperton, Middlesex TW17 8BN



T 01772 632556  
F 01772 679085  
office@leemingassociates.com  
www.leemingassociates.com

LINDSAY COURT  
NEW ROAD  
LYTHAM ST ANNE'S  
LANCASHIRE  
FY8 2SR

**OVERVIEW OF CONDITION**  
(Block 12A – 18)

On behalf of

Homestead Consultancy Services Limited  
50 Wood Street  
St Anne's on Sea  
Lancashire  
FY8 1QG

Prepared by

Leeming Associates  
Chartered Surveyors  
Chartered Building Consultancy  
8-10 Preston Old Road  
Freckleton  
Preston  
PR4 1PD

**March 2015**

## CONTENTS

- 1.0 Client Instructions
- 2.0 Scope of Works
- 3.0 General Matters
- 4.0 Description of the Site
- 5.0 Description of the Block of Flats
- 6.0 Overview of Condition – Front Elevation
- 7.0 Overview of Condition – Left Hand Side Elevation
- 8.0 Overview of Condition – Rear Elevation
- 9.0 Overview of Condition – Right Hand Side Elevation
- 10.0 Overview of Condition – Roof
- 11.0 Summary / Recommendations
- 12.0 Budget Costs for Repair Works
- 13.0 Photographs – 001 to 039

## APPENDIX

- 2648.101 Lindsay Court – Site Plan
- 2648.102 Block 12a – 10 Front & Left Elevations
- 2648.103 Block 12a – 10 Rear & Right Elevations

## **1.0 CLIENT INSTRUCTIONS**

- 1.1 We refer to instructions received from Homestead Consultancy Services Limited in which we are required to provide an Overview of Condition Report of a typical detached Block of Flats at Lindsay Court. Report to include a photographic record of selected areas of the Block, elevation drawings noted with items of condition and budget costs for remedial works.

## **2.0 SCOPE OF WORKS**

- 2.1 The scope of works for the overview of condition is clarified below:-

**Block 12A – 18; All four external elevations of the two storey pitched roof building only.**

- 2.2 Refer to the following drawings in the Appendix to be read in conjunction with this report:-

2648.101 Site Location Plan  
2648.102 Front Elevation and Left hand side Gable  
2648.103 Rear Elevation and Right hand side Gable

## **3.0 GENERAL MATTERS**

- 3.1 The report is based on a visual inspection of the exterior of the building, including the roof, from the external floor ground level.
- 3.2 No inspections were carried out to the interior of the flats or communal areas, other than the loft space above the communal staircase area.
- 3.3 No inspections were carried out to drainage systems, above or below ground.
- 3.4 The site was occupied during the time of survey / inspection.
- 3.5 The site was inspected from ground level on Wednesday 4<sup>th</sup> March 2015. The weather was dry and sunny.
- 3.6 No inspections or tests have been carried out to the electrical, plumbing, heating and mechanical installations.
- 3.7 No inspections or tests have been carried out on specialist plant, mechanical or electrical systems.
- 3.8 Specialist reports have not been commissioned or made available in respect of dampness, rot or insect infestation to timbers.
- 3.9 No inspections or tests have been carried out in relation to asbestos.
- 3.10 No inspections have been carried out regarding the structural stability of any structures or building elements.

#### 4.0 DESCRIPTION OF THE SITE

- 4.1 The Lindsay Court site comprises of 16No Blocks of Flats containing 6No Flats in each block over three floors, except Block 79 – 96 which is four storeys. Refer to the Site Plan drawing 2648.101 for the general layout. The Blocks are configured in the following types:-
- 8No Blocks are detached; (1 – 6, 7 – 12, 12a – 18, 19 – 24, 25 – 30, 31 – 36, 37 – 42, 43 – 48)
  - 3No Blocks joined to form a triple Block; (49 – 54, 55 – 60, 61 – 66)
  - 2No Blocks are joined to form a semi-detached Block; (67 – 72, 73 – 78)
  - 3No Blocks joined to form a triple Block, overall 4 storeys in height. The ground floor houses 6No Garages per Block; (79 – 84, 85 – 90, 91 – 96)
- 4.2 There are 8No groups of Garages, (referenced A – H on Site Plan 2648.101) located towards the eastern site boundary.
- 4.3 New Road crosses the site to provide vehicular access onto Squires gate Lane and Clifton Drive North. There are car parking spaces located at various points across the site, either in designated parking bays or on New Road itself.
- 4.4 There are pre-cast concrete flagged pathways linking the Block of Flats to the roadways and parking areas. The areas around the Blocks are grassed.
- 4.5 Due to the similar condition of the Block of Flats, and for the purposes of this report, only one sample Block was identified for this overview condition report. This report relates to Block 12A – 18, although the defects identified on this Block are typical across the site.
- 4.6 No inspections were carried out on the Garages.
- 4.7 There is a detached single storey brick built electrical substation located towards the western site boundary line, refer to Site Plan 2648.101.

#### 5.0 DESCRIPTION OF A BLOCK OF FLATS

- 5.1 The Blocks of Flats are 3 storeys in height, apart from Block 79 – 96 which is 4 storeys built circa 1960 / 1970's. There are two Flats per floor accessed via a central communal staircase. Each Block has a front and rear access door with an internal bin store located on the ground floor, with one store allocated per flat.
- 5.2 The external elevations are a mixture of facing brick and rendered areas with no apparent movement joints.
- 5.3 The roof is pitched with interlocking concrete tiles with lead lined concrete gutters and a mixture of timber and PVC bargeboards and soffits. (*Refer to Photographs 001 - 004*)
- 5.4 The cavities were not inspected as part of this survey, however due to the condition of the main structure at low level areas it may be assumed that the bottom of the cavities would benefit from clearing.

5.5 No investigations were carried out regarding the presence and condition of wall ties and cavity wall insulation although the age and position of the properties would suggest that cavities are uninsulated and ties may be at, or reaching their life expectancy.

## 6.0 OVERVIEW OF CONDITION

### 6.1 Front Elevation (*refer to Photographs 005 – 016*)

6.1 The front elevation is part facing brick, part render. (*Photo 005*). Overall the condition of the facing bricks is poor. There are areas where individual brick faces have perished. The pointing across the brickwork areas is poor and patchy. There are areas where previous re-pointing has been carried. (*Photo 006*)

6.2 The areas around the flat windows are rendered panels painted in an off white colour. The render is a mixture of smooth and rough texture panels. Due to remedial works to two first floor concrete window surrounds, the condition of the surrounding render is poor. There are areas where the patched brickwork beneath the render remains exposed, and a second coat of render has not been applied. The decoration of the render, where applicable, is poor. (*Photo 7*)

6.3 Each window has a reinforced concrete surround with the head and cill detail linking to the adjoining windows of each flat. The condition of these concrete window surrounds is very poor. There are sections where the concrete surround has blown exposing the reinforcement underneath. There is evidence of historical repairs to the concrete surrounds. It should be highlighted that there is clear evidence of large sections of concrete missing from these surrounds and could be a potential health and safety hazard if these defects are not addressed. This health and safety issue is relevant to each elevation of this particular Block and we would recommended further investigations to every Block of Flats at Lindsay Court immediately. (*Photo 8*)

6.4 An individual flat owner on the first floor has undertaken remedial works to replace the concrete surrounds to two windows. It is noted that the joint detail in the new concrete element to the head of the 2400mm wide windows would require further investigation. It would appear that when undertaking this work new cavity trays have been installed over the two windows. The concrete detail has not been continued through at head and cill level as per the original, resulting in an inconsistent appearance. The patch repair brickwork over the windows has been carried out in engineering brick. The render has not been patched repaired on completion of the remedial works. (*Photo 9*)

6.5 It would appear that there are no cavity trays above the windows resulting in some individual flat owners carrying out remedial works that have resulted in cavity trays above some, but not all windows. (*Photo 10*)

6.6 The windows are white double glazed upvc, generally in a satisfactory condition. However it would appear that the windows have been replaced on an individual ad-hoc basis resulting in windows of multiple fenestrations across the elevation. (*Photo 11*)

6.7 There are numerous externally fixed cables to the elevation, some would appear live and some redundant. There are externally fixed satellite dishes and aerial brackets, again some would appear to be redundant. Items are fixed with no consistency.

- 6.8 Above the front entrance door is a concrete canopy supported on two brick flank walls. The canopy has no rain water goods to drain the roof. The canopy roof covering appears satisfactory. The paintwork to the underside of the canopy is poor with extensive bubbling and flaking away. *(Photo 12)*
- 6.8 The front entrance door is a single glazed Georgian wired timber door with a single glazed side panel. The decoration of the timber door and frame is poor. The condition of the door and frame is generally satisfactory. The ironmongery appears inoperable. *(Photo 13 - 15)*
- 6.10 Individual Flat owners have installed external vents at random intervals and varying sizes.
- 6.11 The rain water pipes are painted cast iron. The condition of the paintwork to the down pipes is poor. There are sections of loose pipe work where the brackets have either worn loose or have deteriorated proving inadequate. *(Photo 16)*
- 7.0 Left Hand Side Elevation** *(refer to Photographs 017 – 021)*
- 7.1 The side elevation is predominantly of facing brick, with render panels above and below the windows. Overall the condition of the facing bricks is poor. There are areas where individual brick faces have perished. The pointing across the brickwork areas is poor. There are areas where re-pointing has been carried out historically. Due to the orientation of this left hand side gable facing the coast, the condition of the brickwork and pointing is particularly poor. *(Photos 017, 018)*
- 7.2 The areas above and below the windows are rendered panels painted in an off white colour. The render panels are rough in finish. Due to remedial works to the concrete window surrounds, the condition of the render is poor as the effected areas have been poorly patched and not decorated.
- 7.3 Each window has a reinforced concrete surround. The condition of these concrete surrounds is poor. There are sections where the concrete surround has blown exposing the reinforcement. There is evidence of historical repairs to the concrete surrounds.
- 7.4 An individual flat owner on the first floor has undertaken remedial works to replace the concrete surrounds to their window. It would appear that when undertaking this work new cavity trays have been installed. The render has not been patched repaired on completion of the remedial works. *(Photo 19)*
- 7.5 It would appear that there are no cavity trays above the windows resulting in individual flat owners carrying out remedial works. A ground floor window has an externally fixed leaded detail wrapping around the head of the concrete surround, poor in appearance. *(Photo 20)*
- 7.6 Individual Flat owners have pointed up the wall vents. *(Photo 21)*
- 8.0 Rear Elevation** *(refer to Photographs 022 – 030)*
- 8.1 The majority of the rear elevation is rendered with part facing brickwork sections at the far ends. Overall the condition of the facing bricks is poor. There are areas where individual brick faces have perished. The pointing across the brickwork areas is poor and patchy. There are areas where re-pointing has been carried out historically. Overall the brickwork areas are poor. *(Photo 022)*

- 8.2 The rendered areas are painted in an off white colour. The majority of the render is rough type, however a ground floor flat has carried out remedial works and re-rendered their section in smooth render. Due to remedial works to the window surrounds, the condition of the adjacent render is poor. There are patches where the brickwork beneath is exposed, and a second coat of render has not been applied. Due to the defective window surrounds, the render is stained. The decoration of the render is poor. *(Photo 23)*
- 8.3 Each window has a reinforced concrete surround with the head and cill detail linking to the adjoining windows on each flat. The condition of these concrete surrounds is poor. There are sections where the concrete surround has blown exposing the reinforcement. There is evidence of historical repairs to the concrete surrounds.
- 8.4 An individual flat owner on the first floor has undertaken remedial works to replace the concrete surrounds to two windows. It is noted that the joint detail in the new concrete element to the head of the 1900mm wide windows would require further investigation. It would appear that when undertaking this work new cavity trays have been installed over the two windows. Timber wedges have been left above the windows following the repair works. The concrete detail has not been continued through at head and cill level as per the original design, resulting in an inconsistent appearance. The patch repair brickwork over the windows has been carried out in mixture of facing brick and engineering brick. The render has not been patched repaired on completion of the remedial works. *(Photo 24)*
- 8.5 At ground floor level, there are patches where the render has been poorly repaired, with sections of cracked render missing, exposing defective render underneath. *(Photo 25)*
- 8.6 It would appear that there are no cavity trays above the windows resulting in individual flat owners carrying out remedial works that have resulted in cavity trays above some, but not all windows.
- 8.7 The windows are white double glazed upvc, generally in a satisfactory condition. However it would appear that the windows have been replaced on an individual ad-hoc basis resulting in windows of multiple fenestrations across the elevation. *(Photo 26)*
- 8.8 There are multiple externally fixed extract vents, flus and vent penetrations to the elevation. Items are randomly located and differ in size, resulting in an inconsistent appearance. *(Photo 27)*
- 8.9 Above the rear door is a cantilevered concrete canopy. The canopy has no rain water goods to drain the roof. The canopy roof covering appears satisfactory but stained and worn in appearance. *(Photo 28)*
- 8.10 The rear door is timber, however the glazing would appear to be damaged / missing. The door has been temporary repaired with chipboard sheets screwed fixed to both internal and external faces. The leading edge of the door shows evidence of wear. The door closer does not perform adequately causing the door to slam and is a potential safety hazard. The frame of the door is loose. *(Photos 29 - 30)*
- 8.11 The rain water pipes are painted cast iron. The condition of the paintwork to the down pipes is poor. There are sections of loose pipe work where the brackets have either worn loose or have deteriorated proving inadequate.

## **9.0 Right Hand Side Elevation** *(refer to Photographs 031 – 033)*

- 9.1 The side elevation is majority facing brick, with render panels above and below the windows. Overall the condition of the facing bricks and pointing is generally satisfactory. There are areas where re-pointing has been carried out historically. Due to the orientation of this right hand side gable shielded from the coast, the brickwork is satisfactory. *(Photos 031 - 032)*
- 9.2 The areas above and below the windows are rendered panels painted in an off white colour. The render panels are rough in finish in a satisfactory condition. *(Photo 033)*
- 9.3 Each window has a reinforced concrete surround. The condition of these concrete surrounds appear satisfactory.

## **10.0 Roof** *(refer to Photographs 034 - 039)*

- 10.1 The main roof is a pitched interlocking concrete tiled roof, with concrete ridge tiles. There are differences in the colour of roof tiles indicating that the roof has been patched repaired due to previous storm damage repairs. There are gaps between tiles courses and junctions where repairs have been carried out. An example of these gaps in tiles is on the left hand side section of the rear elevation. The overall condition of roof is satisfactory. *(Photos 034 – 035)*
- 10.2 The roof has a concrete lead lined gutters to the front and rear elevations. There are sections of the gutters that are misaligned and have dropped / sagged. *(Photo 034)*
- 10.3 On the left hand side gable end roof, the verges are capped with brown upvc trims in a satisfactory condition. The bargeboards and soffits are capped with white upvc trims in a satisfactory condition. It is noted the condition of the roof elements and building structure underneath these capping's is unknown. *(Photo 036)*
- 10.4 On the right hand side gable end roof, the verges are pointed in a satisfactory condition. The bargeboards and soffits are capped with white upvc trims in a satisfactory condition. It is noted the condition of the roof and building structure underneath these capping is unknown. There are loose aeralis and brackets fixed to the fascia's. *(Photo 037)*
- 10.5 The rain water goods are painted cast iron. The condition of the paintwork to the down pipes is poor. There are sections of loose pipe work where the brackets have either worn loose or have deteriorated proving inadequate.
- 10.6 The loft space above the central communal stair case is not insulated. *(Photo 038)*
- 10.7 The under-felt to the main roof is patched with different types of felt exposed indicating historical repairs. *(Photo 039)*

## **11.0 SUMMARY / RECOMMENDATIONS**

- 11.1 Flat owner / occupiers have undertaken various repair and maintenance works on an individual and ad-hoc basis, resulting in a mixed and inconsistent external appearance of the Block. Whilst the windows

are generally in a satisfactory condition, there is no consistency in appearance with almost every window a different fenestration style.

- 11.2 The brickwork external elevations would benefit from repointing throughout incorporating isolated brickwork repairs. All redundant brackets and the likes should be removed and loose cables clipped.
- 11.3 Due to the patched condition and appearance of the render panels, these areas would benefit from complete replacement.
- 11.4 Due to the poor condition of the concrete window surrounds, a complete replacement of these elements is recommended with the remedial works incorporating new cavity tray installations.
- 11.5 The interlocking concrete tiled roof has been historically repaired on what would appear to be several occasions. The whole roof would benefit from a complete replacement that would also address the defective concrete gutters. Works to include new rain water goods, verges and soffits capping's.
- 11.6 As part of a roof replacement works, the roof space should be insulated.
- 11.7 Further works recommended on a property of this type, location and condition would be remedial wall ties replacement and clearing of the base of the cavities.
- 11.8 Due to exposed location of the flats, both front and rear doors would benefit from complete replacement to address the inadequate operation and condition of the doors.
- 11.9 Consideration should be given to improve the insulation of the external walls, either by externally applied insulation or by dry lining internally.

## 12.0 BUDGET COSTS FOR REPAIR WORKS

Ref	Item	Quantity		Rate £	Total £
	<b>BLOCK 12A - 18</b>				
1.0	Repointing of facing brickwork	190	m <sup>2</sup>	35.00	6,650.00
2.0	Isolated patch repair of brickwork	50	No	20.00	1,000.00
3.0	Re-Render external walls	145	m <sup>2</sup>	50.00	7,250.00
4.0	Replacement of Windows:-				
	a) Type A 2500 x 1200mm - 12No	36	m <sup>2</sup>	400.00	14,400.00
	b) Type B 1200 x 1200mm - 8no	11.5	m <sup>2</sup>	400.00	4,600.00
	c) Type C 1900 x 1200mm - 4No	9	m <sup>2</sup>	400.00	3,600.00
	d) Type D 1900 x 900mm - 14No	24	m <sup>2</sup>	400.00	9,600.00
5.0	Replacement of Concrete Window Surrounds, including new lintels and cavity tray installations, making good:-				
	a) Type A 2500 x 1200mm	12	No	2,000.00	24,000.00
	b) Type B 1200 x 1200mm	8	No	1,500.00	12,000.00
	c) Type C 1900 x 1200mm	4	No	2,000.00	8,000.00
	d) Type D 1900 x 900mm	14	No	1,500.00	21,000.00
6.0	Re-roof works;				
	a) New roof covering	204	m <sup>2</sup>	50.00	10,200.00
	b) New ridge tiles	22	m	30.00	660.00
	c) Repairs to concrete gutter details	44	m	150.00	6,600.00
	d) Lead linings to concrete gutter details	44	m	100.00	4,400.00
	e) Timber fascia's/bargeboards and soffits	18	m	40.00	720.00
	f) Rain water pipes	30	m	20.00	600.00
	g) Loft quilt insulation	172	m <sup>2</sup>	12.00	2,064.00
7.0	Replacement of front door and side glazed panel	1	Item	1,800.00	1,800.00
8.0	Replacement of rear door	1	Item	1,200.00	1,200.00
9.0	Remedial works to front entrance canopy	1	Each	750.00	750.00
10.0	Remedial works to rear entrance cantilevered canopy	1	Item	500.00	500.00
11.0	Clearing of cavities	60	m	40.00	2,400.00
12.0	Cavity wall ties replacement	366	m <sup>2</sup>	10.00	3,660.00
13.0	Making good extract vents, flue and the likes	1	Item	1,000.00	1,000.00
14.0	Remove redundant dishes, cables, brackets etc.	1	Item	500.00	500.00
	<i>Subtotal</i>				149,154.00
15.0	Preliminaries 10%	-	-	-	14,915.40
16.0	Scaffolding	445	m <sup>2</sup>	10.00	4,450.00

17.0	Internal protection / temporary screening	445	m <sup>2</sup>	10.00	4,450.00
18.0	Contingency 7.5%	-	-	-	12,972.71
<b>TOTAL excluding VAT and Professional Fees</b>					<b>185,942.11</b>

13.0 PHOTOGRAPHS - 001 to 039

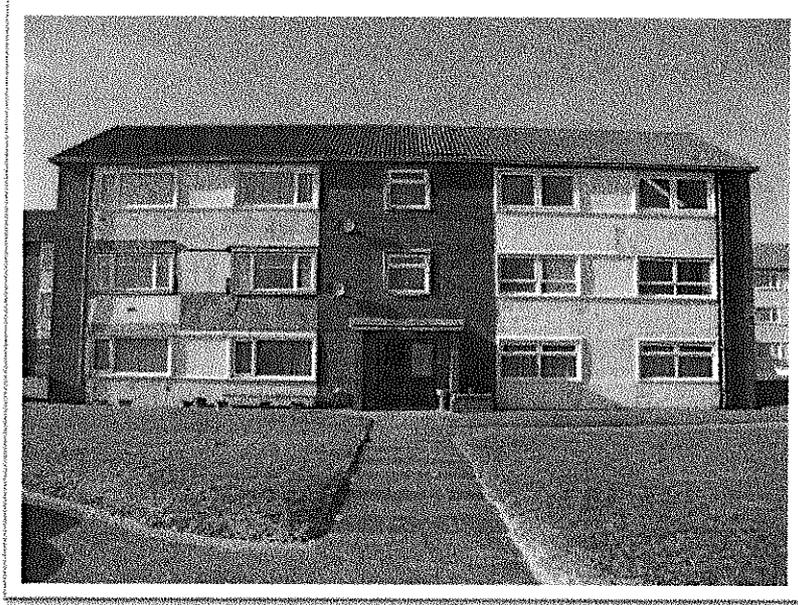


Photo 001: Block 12a – 18, Front Elevation

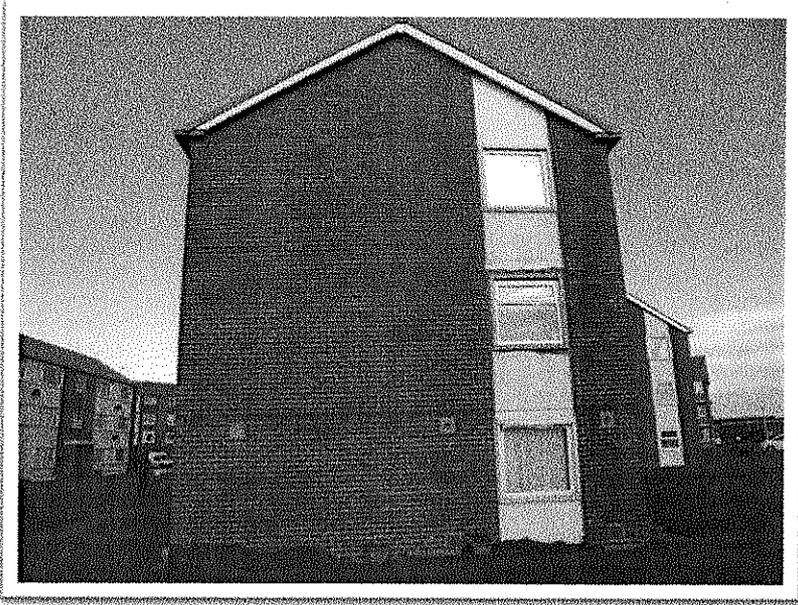


Photo 002: Block 12a – 18, Left hand side Elevation



Photo 003: Block 12a – 18, Rear Elevation

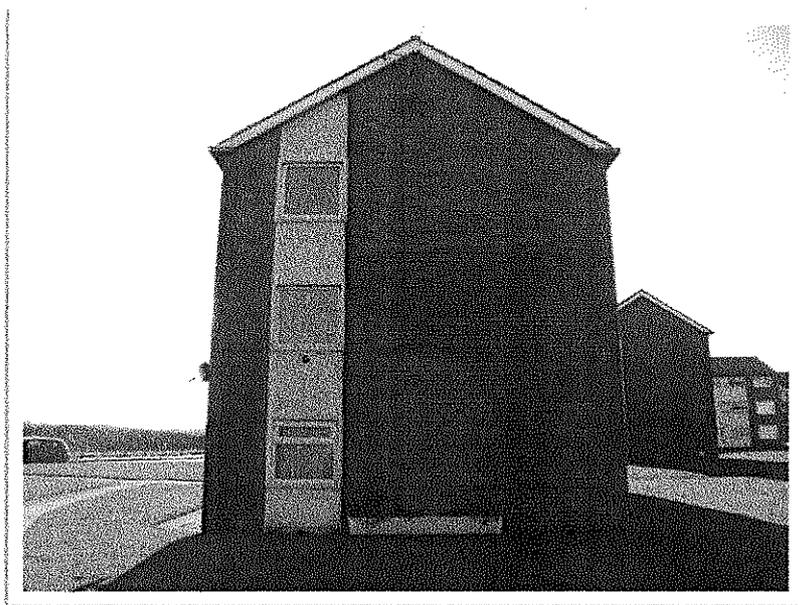


Photo 004: Block 12a – 18, Right hand side Elevation

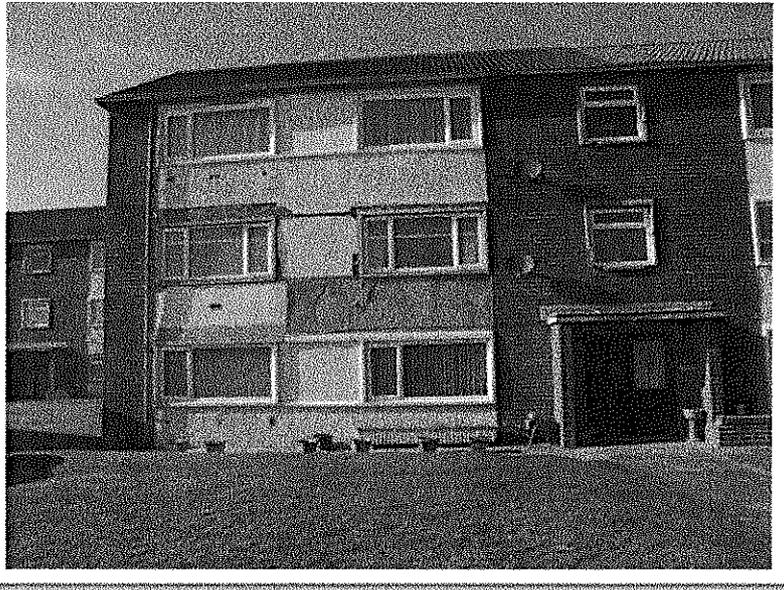


Photo 005: Front elevation, part facing brick, part render.

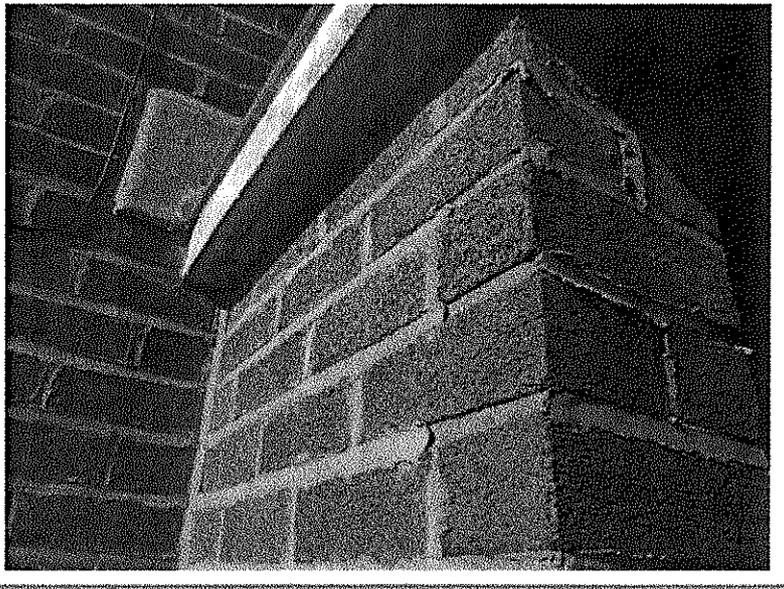


Photo 006: Front elevation porch, evidence of re-pointing

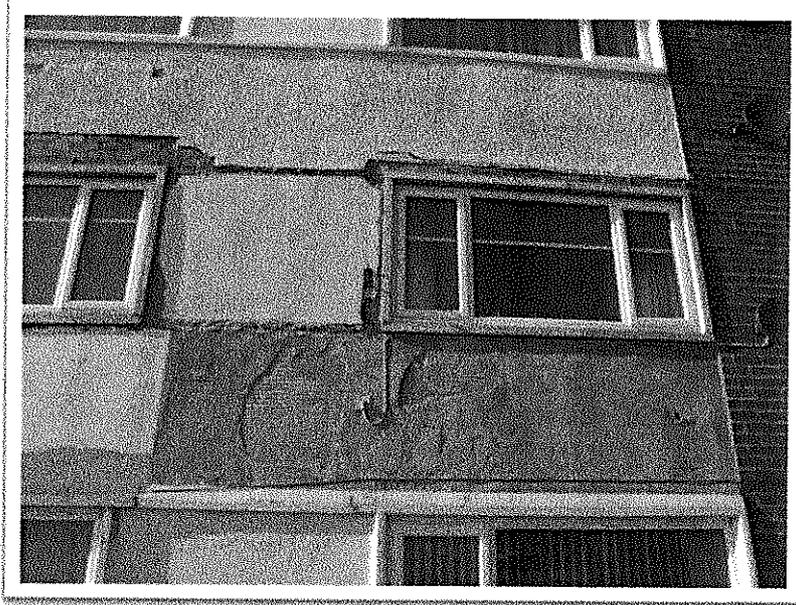


Photo 007: Front elevation, condition of the render is patchy / inconsistent

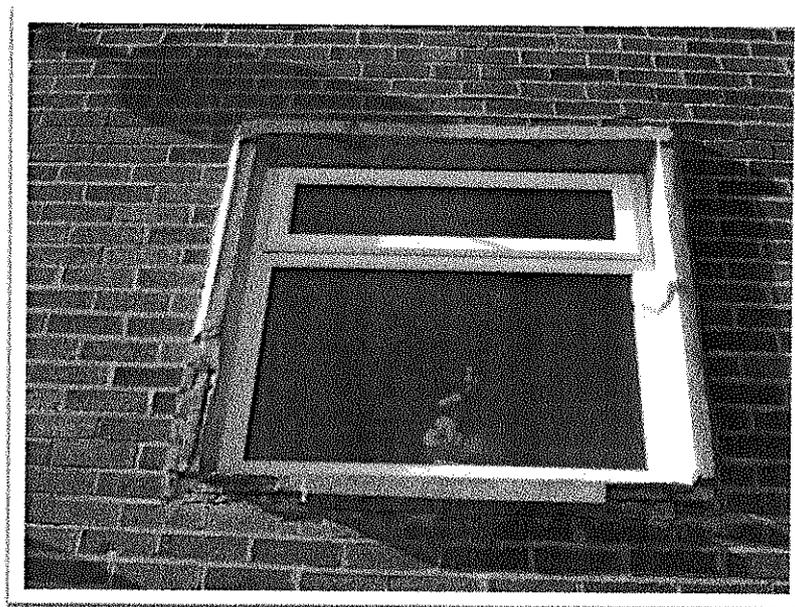


Photo 008: Front elevation, typical condition of the concrete window surrounds



Photo 009: Front elevation, evidence of concrete window surround remedial works



Photo 010: Front elevation, evidence of concrete window surround remedial works with cavity tray works

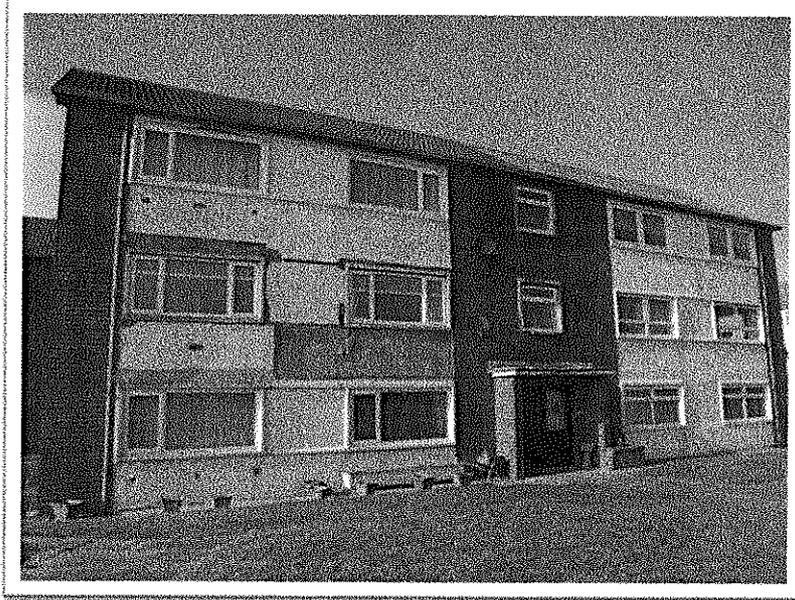


Photo 011: Front elevation, multiple different window types



Photo 012: Front elevation, underside of front porch



Photo 013: Front elevation, front door and side panel



Photo 014: Front elevation, low section of front timber door

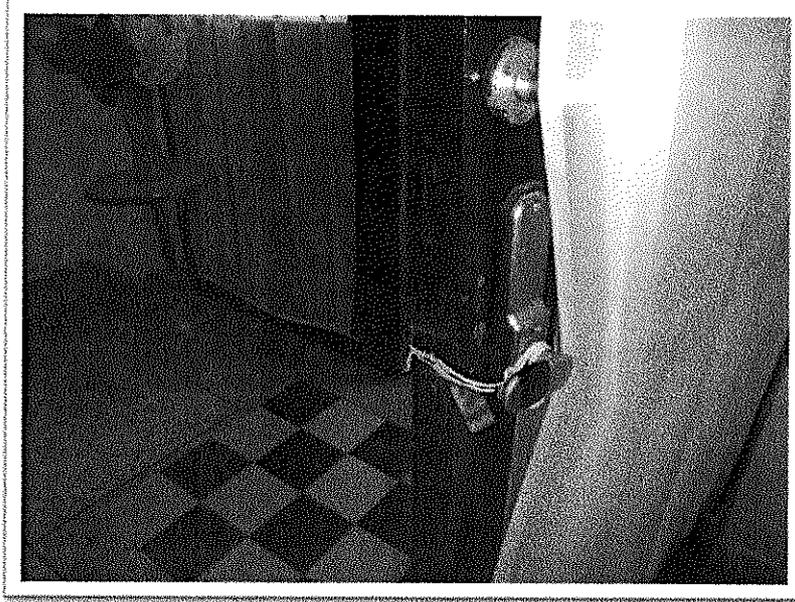


Photo 015: Front elevation, front door ironmongery held by string / tape



Photo 016: Front elevation, cast iron rain water goods

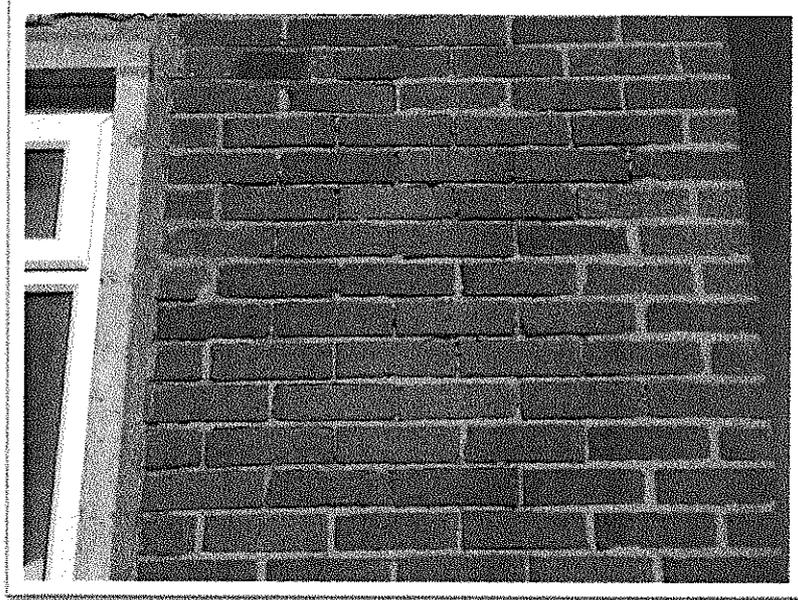


Photo 017: Left hand side elevation, typical example of brickwork pointing



Photo 018: Left hand side elevation, typical example of brickwork pointing

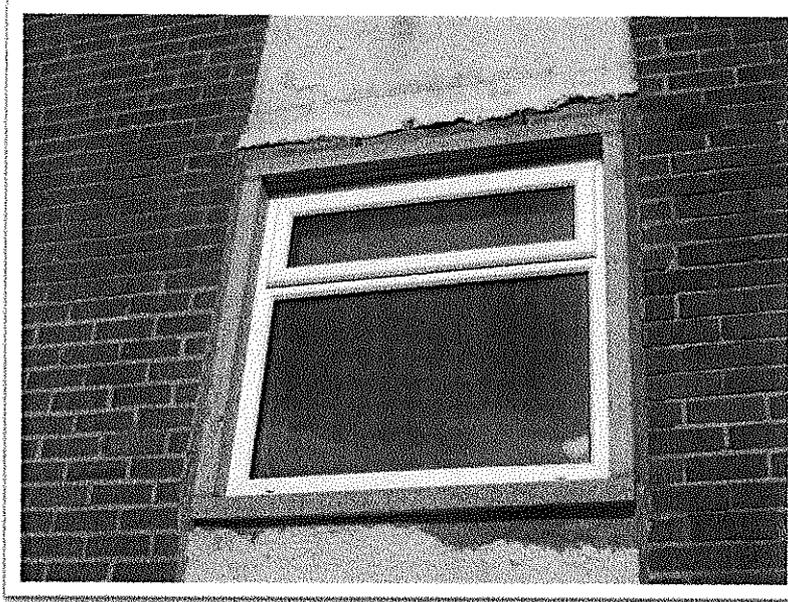


Photo 019: Left hand side elevation, concrete window surround repairs



Photo 020: Left hand side elevation, lead repair to window head

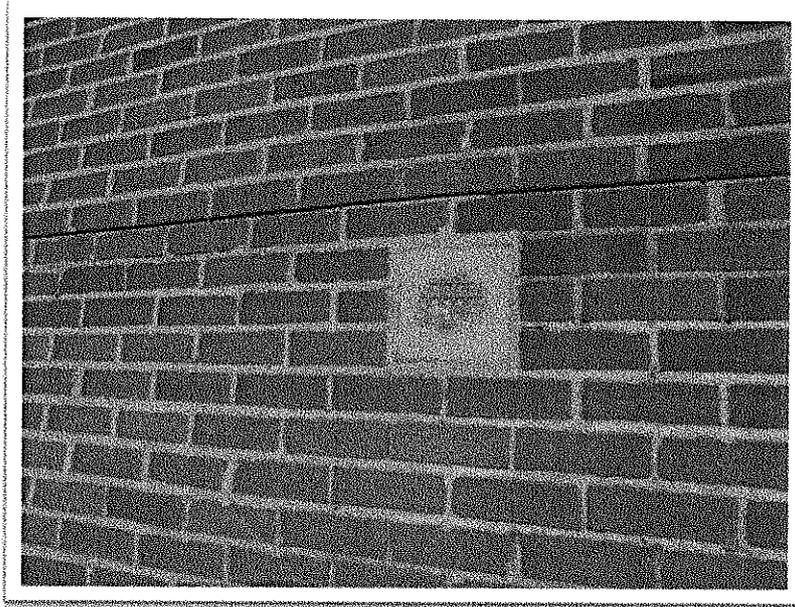


Photo 021: Left hand side elevation, pointed vent

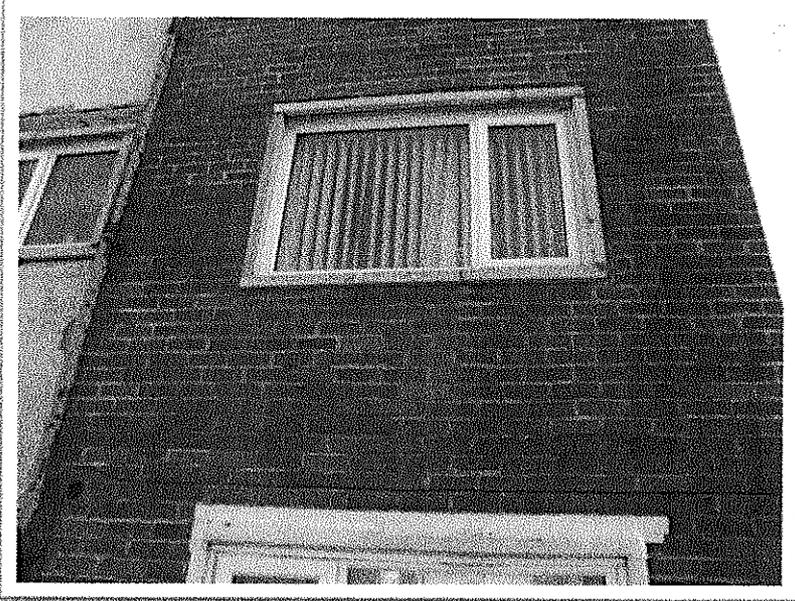


Photo 022: Rear elevation, brickwork pointing

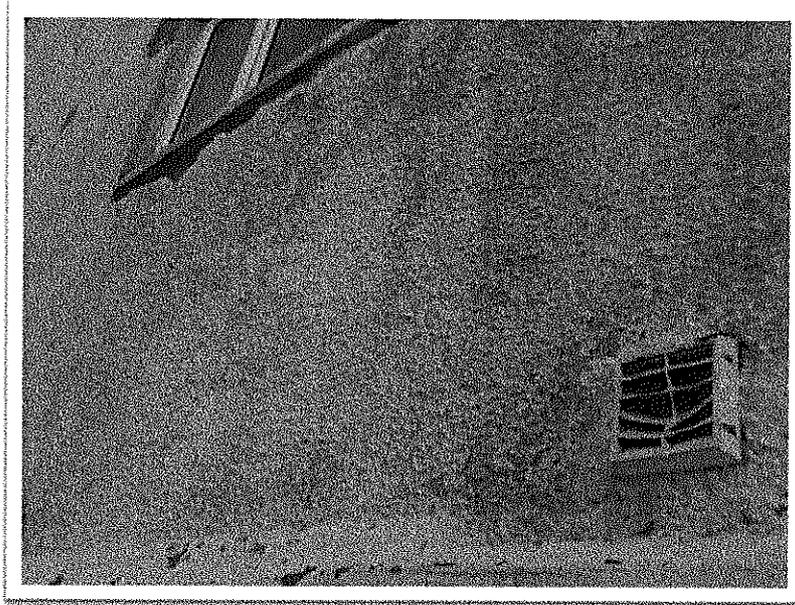


Photo 023: Rear elevation, stained render with poor decoration



Photo 024: Rear elevation, concrete window surround remedial works with inconsistent brickwork repairs



Photo 025: Rear elevation, low level patched render



Photo 026: Rear elevation, inconsistent window types



Photo 027: Rear elevation, external flue



Photo 028: Rear elevation, cantilevered concrete canopy

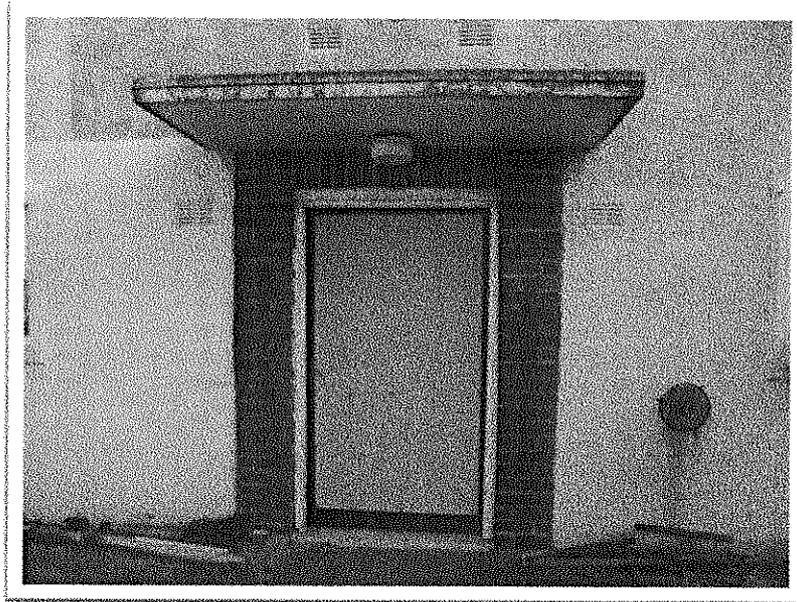


Photo 029: Rear elevation, boarded repaired rear door



Photo 030: Rear elevation, boarded repaired rear door

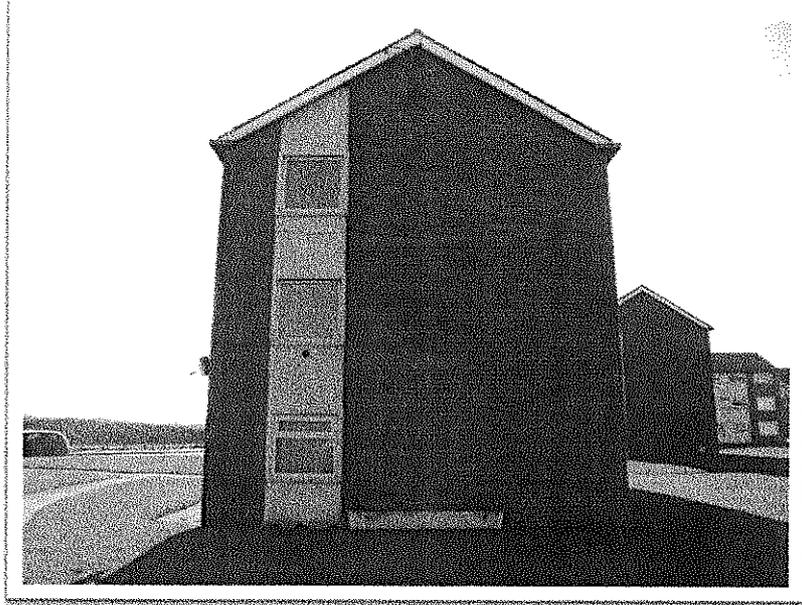


Photo 031: Right hand side elevation

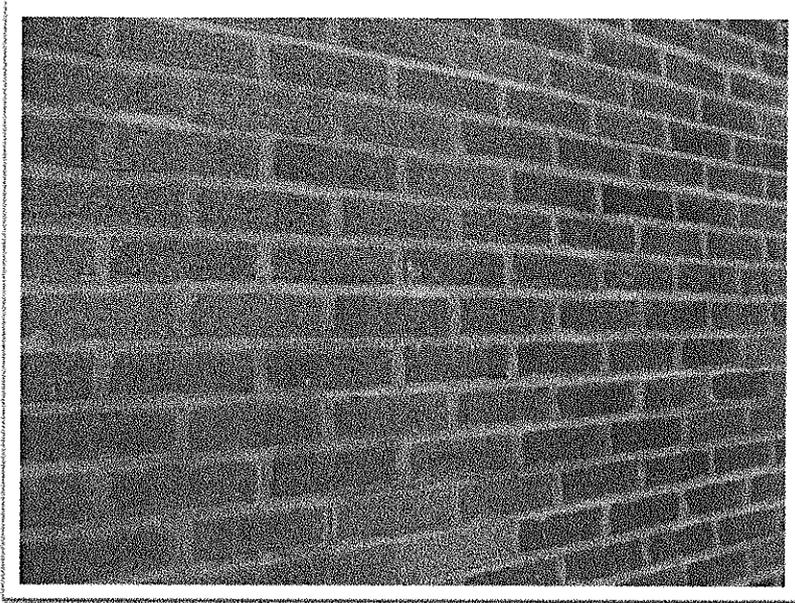


Photo 032: Right hand side elevation, brickwork repointed

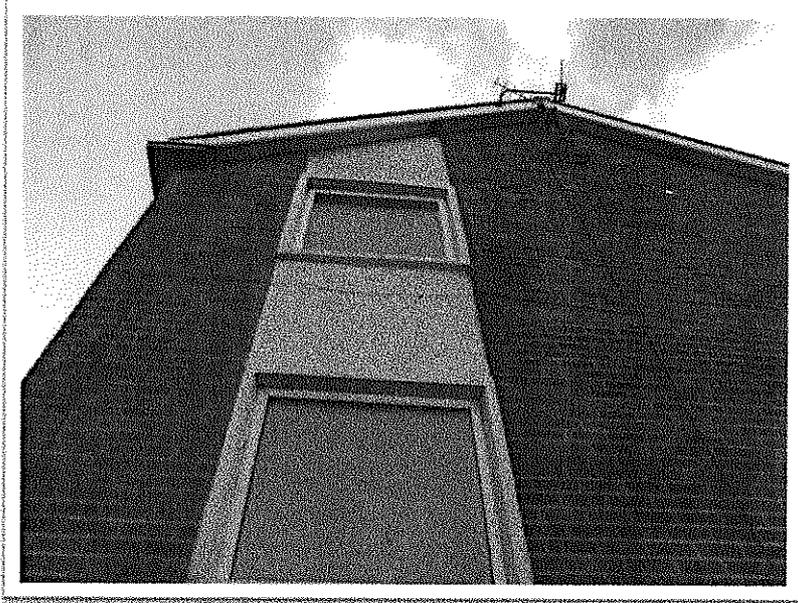


Photo 033: Right hand side elevation, rendered panels, loose cables, aerial brackets



Photo 034: Roof, patched concrete tiles, dropped / misaligned concrete gutter



Photo 035: Roof, patched concrete tiles, flue penetration and a gap between the lowest courses of tiles

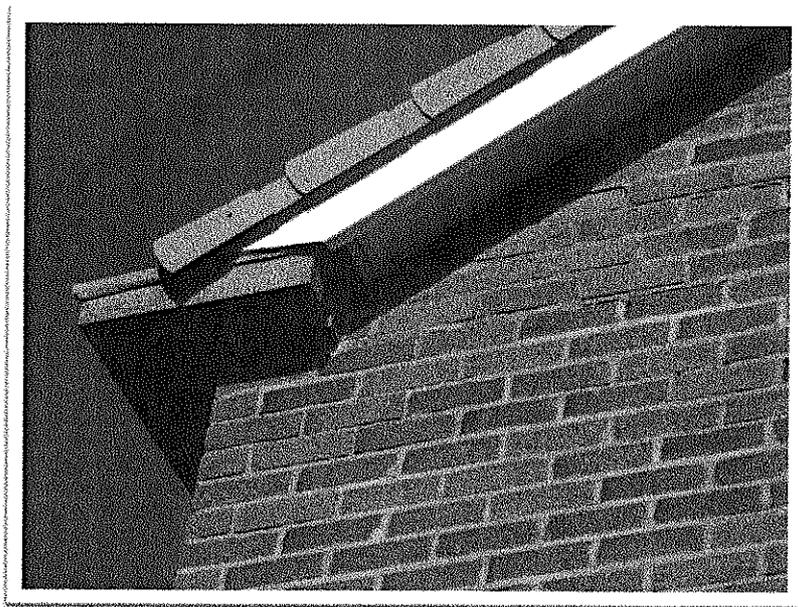


Photo 036: Roof, left hand side gable, PVC soffits and verge capping's



Photo 037: Roof, right hand side gable, PVC soffits and pointed verges

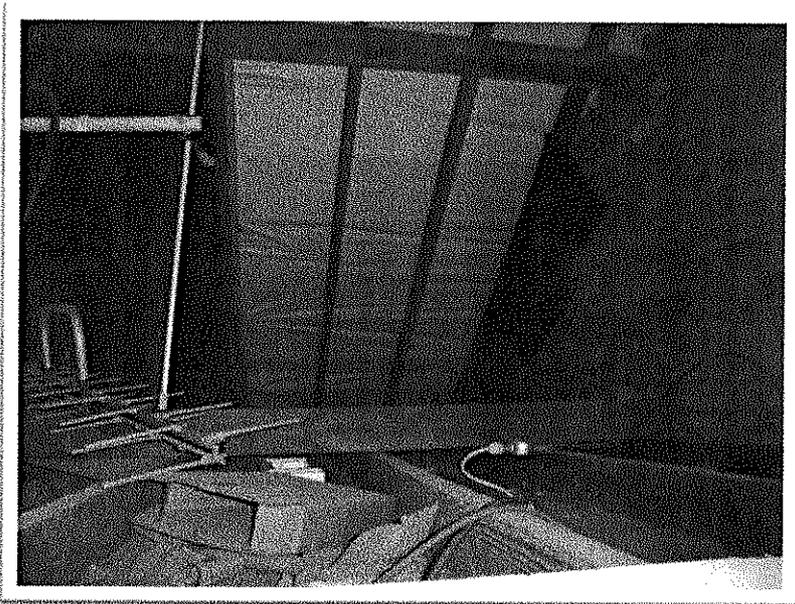


Photo 038: Roof, internal loft area over communal stair case, no insulation

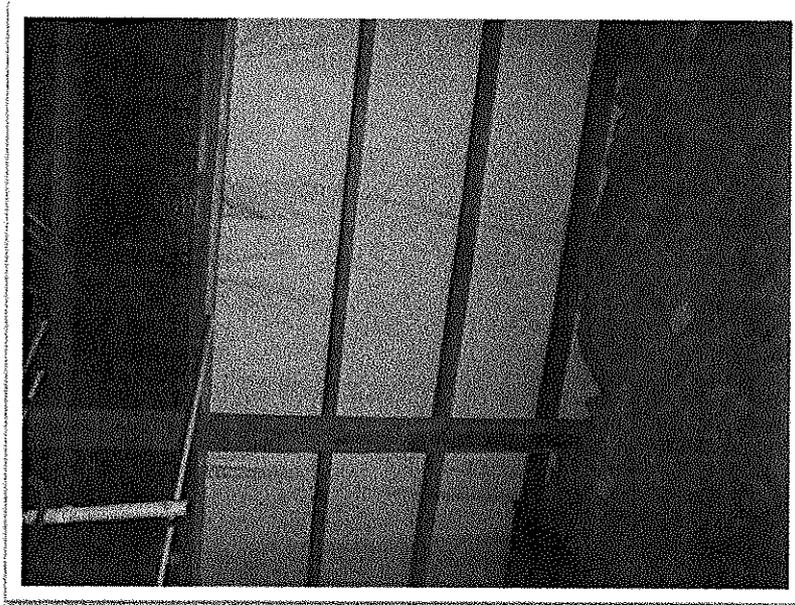


Photo 039: Roof, internal loft area over communal stair case, difference in under-felt

**\*\*Note that more photographs taken on the day are available upon request.**



## Appendix D; First Tier Tribunal Decision notice



**FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : **MAN/3OUF/LSC/2017/0011  
MAN/3OUF/LSC/2017/0054**

**Property** : **Lindsay Court, New Road, Lytham  
St Anne's FY8 2SR**

**Applicant** : **Mr David Bentham**

**Respondents** : **The Long Leaseholders of 96 flats  
At Lindsay Court**

**Type of Application** : **Landlord & Tenant Act 1985 – Section 27A(3)  
Landlord & Tenant Act 1985 – Section 20ZA**

**Tribunal** : **Laurence Bennett (Tribunal Judge)  
Niall Walsh (Deputy Regional Valuer)**

**Dates of hearing** : **24 November 2017  
4 April 2018**

**Date of determination** : **9 April 2018**

**Date of Decision** : **12 April 2018**

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**DECISION**

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## **Application**

1. Mr David Bentham applies under Section 27(3) of the Landlord and Tenant Act 1985 (the Act) for a determination whether a service charge before relevant costs are incurred is payable.
2. Mr David Bentham applies under Section 20ZA of Landlord and Tenant Act 1985 (for dispensation from the consultation requirements of Section 20 of the Act and the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987) in respect of work proposed to the Property.
3. Ms Annette Cafferkey, a Barrister representing the Applicant requested at the hearing that the application be amended to relate to a service charge of approximately £30,000 to fall within the 2018 service charge year. The Applicant expects payment by 3 instalments, prior to and during stages of the work to be executed. It was envisaged the total amount would be collected around 22 months from the initial payment. Work would commence on receipt of an initial payment of £10,000 per Leaseholder. It is not clear whether commencement depends on every Leaseholder having made payment. The Tribunal accepted this amendment to the original application.

## **Attendance**

4. Mr Bentham attended and was represented by Ms Cafferkey. His witness was Mr James Alderson. Members of Mr Bentham's firm also attended.
5. A record was taken of Leaseholders present numbering in excess of 45. They did not call witnesses.

## **Preliminary**

6. The application is made by Mr David Bentham who is a Manager appointed by the Tribunal under Section 24 of the Landlord and Tenant Act 1987 by order of the Tribunal made 13 March 2014 for a period of 3 years since varied to continue until 12 March 2020. The management order states that each Leaseholder's share of service charge expenditure is to be 1/96<sup>th</sup> and includes a requirement that the Manager "will need to schedule major work to address the issue of external repairs to the buildings and garages" for which authorisation was given to issue a separate demand requiring payment within 28 days.

## **The Property**

7. The Tribunal visited the Property on 24 November 2017.
8. The Property is described in some detail within the management order. The current Tribunal noted the Property's location within Lytham St Anne's close to the border with Blackpool. It is in an exposed coastal position, next to sand dunes and subject to coastal weathering.
9. The separate blocks within the development are in a state of disrepair both structurally and cosmetically. It was clear that deterioration has taken place over a number of years with no obvious signs of major refurbishment although some piecemeal repairs have taken place. It was noticed from the inconsistent external

appearance of some of the blocks that some Leaseholders had carried out work to their own property, for example, window frame replacement and balcony repairs.

## **Background**

10. Following appointment, Mr Bentham arranged for a comprehensive refurbishment scheme addressing the disrepair and undertook consultation on that scheme under Section 20 of the Act.
11. From the information available at the November 2017 hearing, the Tribunal notified its preliminary conclusions that the Section 20 consultation was compliant with requirements but insofar as to any points raised, dispensation was granted to remove any doubt.
12. Following the consultation 8 tenders were invited for the entire scheme of work and 6 were received. The most satisfactory to the Manager, which also was the least expensive, was the contractor is Tysons.
13. There is no dispute and it was unequivocally confirmed by the Leaseholders at both hearings that significant work is required. It is common ground that the flats had diminished in value because of lack of repair and work is urgently necessary to render the dwellings watertight, prevent further deterioration and to bring the blocks up to a reasonable standard. Estimates of value were given indicating when refurbished, a flat would be worth £80-90,000 but in the current state, £40-50,000.
14. It was clear to the Tribunal and confirmed by the Respondents throughout the hearing, that the large majority of Leaseholders are relatively advanced in years and have been resident at the Property for some time. The Respondents pointed out that some flats are owned by investment landlords including several by the original developer.
15. The Applicant specifies all work is necessary repair. This was not disputed and was positively confirmed by all present at the hearings. No doubt or question was raised that the repairs are within the scope of the Manager's obligation within the Lease and appointment and would give rise to service charge recovery. Reference was made to the inappropriate lack of work over a 14 year period. Whilst accepting work is required, Respondents have different views about how it should be done.

## **Applicant's submissions**

16. Ms Cafferkey provided written submissions which assisted the Tribunal and focused the Respondent's attention upon the issues. They reflected the points identified in directions dated 12 September 2017 made by Judge Holbrook following receipt of the application.
17. The submissions addressed the background including the appointment of Manager, the repairs necessary, the apportionment of service charge, the relevant application of the Act, the history of the tenders and points raised on behalf of the Respondents regarding phasing and affordability. Submissions also comment on the interpretation of the Lease in respect of windows and garage doors.
18. Ms Cafferkey's oral submissions during the hearing drew attention to the points set out in her written submissions.

## Respondent's submissions

19. The Respondents, many of whom spoke during the hearing, focussed upon particular points:
- i. Although consultation has been completed and alternative proposals were not put forward at the time, estimates have since been obtained for parts of the work. Arnfield Construction's offer is the most comprehensive but does not appear to cover all aspects of the work, nor contains a breakdown of individual items.
  - ii. It was suggested that work could be "cut to the bone," sufficient to make the buildings watertight, the remaining work deferred to some future time.
  - iii. It was suggested in the alternative that work could be phased over a longer period and not carried out as a single project.
  - iv. Alternative sources of finance might be available although this was previously explored. It is appropriate to note that during the hearing, the Applicant indicated that there was a fresh indication that Blackpool Council would enter into discussion although this had not previously been fruitful.
  - v. Reference was made to funds already within reserves collected for an aborted biomass heating project. Comment was also made about the application of the recurring annual service charge of approximately £1,000.
  - vi. A point was raised about the fairness of the proposed charge to some Leaseholders bearing in mind they had undertaken their own repairs.
  - vii. Affordability  
Forceful representations were made about the financial impact upon Respondents and their ability to raise finance. Some have approached lenders. A common response was that a loan could not be considered without firm details of the scheme including its cost and duration. Others considered equity release although the sums available on valuation appear below the amount sought by way of service charge and are dependent upon the state of repair of the Property and completion of the scheme.

## Evidence

20. Mr James Alderson, Managing Director of Leeming Associates, a Chartered Construction Manager and a Chartered Fellow Building Engineer with over 15 year's experience was instructed by Mr Bentham to inspect the Property; at the hearing Mr Alderson described this as an 'intrusive inspection.' As instructed, he made recommendations, devised a scheme and supervised the tendering process. His oral evidence and witness statement within the supplementary bundle addressed the process and reasoning behind current proposals. He and Mr Bentham responded to questions about the rationale of a whole scheme contract rather than a phased approach.
21. Both Mr Alderson and Mr Bentham discussed additional costs that would inevitably arise within a phased scheme and the likelihood that the total costs would negate any advantage from phasing. Illustrations include the need for scaffolding for several aspects of the repairs and the benefits of scale if all blocks are completed together.

22. Both Mr Alderson and Mr Bentham emphasised the need for overall supervision by a single contractor not least as required within CDM Regulations 2015. The main contractor will engage any subcontractors and retain overall responsibility.
23. Mr Alderson mentioned his attempts to contact Arnfield despite his misgivings that they did not have the capacity to manage such a large project. He noted they had recently refused a smaller scale project. His attempts at contact did not receive a response. Both he and Mr Bentham are firm in the view that the most efficient and beneficial execution of the scheme is to engage Tysons as early as possible, to complete the work as a single project.
24. Mr Bentham gave his experience of collection of service charges as a response to doubts whether there would be sufficient collection to enable the project to start. He recounted that arrears were generally collected within 6-12 months.

**The Law:**

25. Section 18 of the Landlord and Tenant Act 1985 (“the 1985 Act”) provides:
  - (1) In the following provisions of this Act “service charge” means” an amount payable by a tenant of a dwelling as part of or in addition to the rent –
    - (a) which is payable directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord’s costs of management, and
    - (b) the whole or part of which varies or may vary according to the relevant costs.
  - (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
  - (3) For this purpose-
    - (a) "costs" includes overheads, and
    - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19 provides that

- (1) relevant costs shall be taken into account in determining the amount of a service charge payable for a period –
  - (a) only to the extent that they are reasonably incurred, and
  - (b) where they are incurred on the provision of services or the carrying out of works only if the services or works are of a reasonable standard:  
and the amount payable shall be limited accordingly.
- (2) where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A provides that

- (1) an application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -
  - (a) the person by whom it is payable
  - (b) the person to whom it is payable
  - (c) the date at or by which it is payable, and

- (d) the manner in which it is payable.
  - (2) Subsection (1) applies whether or not any payment has been made.
  - (3) An application may also be made ..... for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would as to
    - (a) the person by whom it is payable
    - (b) the person to whom it is payable
    - (c) the date at or by which it is payable, and
    - (d) the manner in which it is payable.
  - (4) No application under subsection (1)...may be made in respect of a matter which –
    - a. has been agreed by the tenant.....
  - (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.
26. No guidance is given in the 1985 Act as to the meaning of the words “reasonably incurred”. Some assistance can be found in the authorities and decisions of the Courts and the Lands Tribunal. In *Veena v SA Cheong* [2003] 1 EGLR 175 Mr Peter Clarke comprehensively reviewed the authorities at page 182 letters E to L inclusive. He concluded that the word “reasonableness” should be read in its general sense and given a broad common sense meaning [letter K].

**The Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987) (“the Regulations”).**  
**Consultation – Qualifying Works for which Public Notice is not required**  
**Schedule 4 Part 2**

- 1 - (1) The landlord shall give notice in writing of his intention to carry out qualifying works-
- (a) to each tenant; and
  - (b) .....
- (2) The notice shall-
- (a) describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected;
  - (b) state the landlord’s reasons for considering it necessary to carry out the proposed works;
  - (c) invite the making, in writing, of observations in relation to the proposed works; and
  - (d) specify-
    - (i) the address to which such observations may be sent;
    - (ii) that they must be delivered within the relevant period; and
    - (iii) the date on which the relevant period ends.
- (3) The notice shall also invite each tenant and the association (if any) to propose within the relevant period, the name of a person from whom the landlord should try to obtain an estimate for the carrying out of the proposed works.

*Inspection of description of proposed works*

- 2 - (1) Where a notice under paragraph 1 specifies a place and hours for inspection-
- (a) the place and hours so specified must be reasonable; and
  - (b) a description of the proposed works must be available for inspection, free of charge, at that place and during those hours.

- (2) If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any tenant on request and free of charge, a copy of the description.

*Duty to have regard to observations in relation to proposed works*

3. Where, within the relevant period, observations are made, in relation to the proposed works by any tenant or recognised tenants' association, the landlord shall have regard to those observations.

*Estimates and response to observations*

4.— (1) Where, within the relevant period, a nomination is made by a recognised tenants' association (whether or not a nomination is made by any tenant), the landlord shall try to obtain an estimate from the nominated person.

(2) Where, within the relevant period, a nomination is made by only one of the tenants (whether or not a nomination is made by a recognised tenants' association), the landlord shall try to obtain an estimate from the nominated person.

(3) Where, within the relevant period, a single nomination is made by more than one tenant (whether or not a nomination is made by a recognised tenants' association), the landlord shall try to obtain an estimate—

- (a) from the person who received the most nominations; or
- (b) if there is no such person, but two (or more) persons received the same number of nominations, being a number in excess of the nominations received by any other person, from one of those two (or more) persons; or
- (c) in any other case, from any nominated person.

(4) Where, within the relevant period, more than one nomination is made by any tenant and more than one nomination is made by a recognised tenants' association, the landlord shall try to obtain an estimate—

- (a) from at least one person nominated by a tenant; and
- (b) from at least one person nominated by the association, other than a person from whom an estimate is sought as mentioned in paragraph (a).

(5) The landlord shall, in accordance with this sub-paragraph and sub-paragraphs (6) to (9)—

- (a) obtain estimates for the carrying out of the proposed works;
- (b) supply, free of charge, a statement (“the paragraph (b) statement”) setting out—
  - (i) as regards at least two of the estimates, the amount specified in the estimate as the estimated cost of the proposed works; and
  - (ii) where the landlord has received observations to which (in accordance with paragraph 3) he is required to have regard, a summary of the observations and his response to them; and
- (c) make all of the estimates available for inspection.

(6) At least one of the estimates must be that of a person wholly unconnected with the landlord.

(7) For the purpose of paragraph (6), it shall be assumed that there is a connection between a person and the landlord—

- (a) where the landlord is a company, if the person is, or is to be, a director or manager of the company or is a close relative of any such director or manager;
- (b) where the landlord is a company, and the person is a partner in a partnership, if any partner in that partnership is, or is to be, a director or manager of the company or is a close relative of any such director or manager;
- (c) where both the landlord and the person are companies, if any director or manager of one company is, or is to be, a director or manager of the other company;
- (d) where the person is a company, if the landlord is a director or manager of the company or is a close relative of any such director or manager; or
- (e) where the person is a company and the landlord is a partner in a partnership, if any partner in that partnership is a director or manager of the company or is a close relative of any such director or manager.

(8) Where the landlord has obtained an estimate from a nominated person, that estimate must be one of those to which the paragraph (b) statement relates.

(9) The paragraph (b) statement shall be supplied to, and the estimates made available for inspection by—

- (a) each tenant; and
- (b) the secretary of the recognised tenants' association (if any).

(10) The landlord shall, by notice in writing to each tenant and the association (if any)—

- (a) specify the place and hours at which the estimates may be inspected;
- (b) invite the making, in writing, of observations in relation to those estimates;
- (c) specify—
  - (i) the address to which such observations may be sent;
  - (ii) that they must be delivered within the relevant period; and
  - (iii) the date on which the relevant period ends.

(11) Paragraph 2 shall apply to estimates made available for inspection under this paragraph as it applies to a description of proposed works made available for inspection under that paragraph.

#### *Duty to have regard to observations in relation to estimates*

5. Where, within the relevant period, observations are made in relation to the estimates by a recognised tenants' association or, as the case may be, any tenant, the landlord shall have regard to those observations.

#### *Duty on entering into contract*

6.—(1) Subject to sub-paragraph (2), where the landlord enters into a contract for the carrying out of qualifying works, he shall, within 21 days of entering into the contract, by notice in writing to each tenant and the recognised tenants' association (if any)—

- (a) state his reasons for awarding the contract or specify the place and hours at which a statement of those reasons may be inspected; and
  - (b) there he received observations to which (in accordance with paragraph 5) he was required to have regard, summarise the observations and set out his response to them.
- (2) The requirements of sub-paragraph (1) do not apply where the person with whom the contract is made is a nominated person or submitted the lowest estimate.
  - (3) Paragraph 2 shall apply to a statement made available for inspection under this paragraph as it applies to a description of proposed works made available for inspection under that paragraph.

### **Tribunal's conclusions**

#### Repairs

- 27. Previous Tribunal determinations are consistent with troubled management of the Property over the years. One consequence is the current state of the repair and urgent need for work. None of the Respondents contended that any major aspect of the work proposed is unnecessary although comments were made about previous failings. In response to the Tribunal's direct questions, those Respondents at the hearing made absolutely clear that the work proposed are repairs required under the terms of their Lease.

#### **The scheme**

- 28. Based on our inspection and Mr Alderson and Mr Bentham's evidence we accept that the schedule of work proposed, the subject of the tenders is appropriate and necessary repair work to the Property. We have been able to examine 2 of the sample Leases and find the work is within the scope of the service charge obligations and that any doubt regarding windowframes and garage doors, is not particularly significant in the overall scheme proposed and is within our interpretation of the Manager's repair responsibility.

#### **Manager**

- 29. We have kept in mind the terms of Mr Bentham's appointment as Manager by the Tribunal as varied in respect of duration. We find the proposed scheme within the terms of his management and that he has authority to collect the monies determined payable. This was envisaged by specific provision within the appointment.

#### **Consultation**

- 30. As set out above, the Tribunal is satisfied that Section 20 consultation requirements are compliant but to avoid any residual doubt, grants dispensation under Section 20Z of the Act.

#### **Reasonable sum**

- 31. The application relates to service charges under Section 19(2) of the Act. We are required to determine whether the sums to be collected are reasonable. This does not necessarily imply the ultimate service charge after expenditure has been incurred on completion of work, will be found to be reasonable. Whilst we trust this will be the case, it is open to a leaseholder to ask the Tribunal to determine such outcome.

32. In our consideration of the reasonable sum, we have considered the following.

### **Overall cost**

33. Bearing in mind the tender process and noting the alternative quotations for aspects of work obtained by Respondents, we conclude Tysons tender bid upon which this application is based is within the reasonable range.
34. We find a piecemeal approach would not necessarily result in a significant saving. The individual quotations for aspects of work do not include necessary costs of project management and relevant professional fees. We have reservations whether this could in practice produce a satisfactory outcome. The evidence at the hearing accords with our knowledge and understanding that in a project of this complexity, there is considerable scope for lack of co-ordination and shifting of responsibility which may lead to cost overruns and inefficient standard of work. An example might be the need to extend periods for which scaffolding is required and blame for shortcomings.

### **Phasing**

35. The suggestion of phasing requires consideration because of the cost of a single scheme. Whilst Mr Alderson and Mr Bentham have not requested costings for a phased or extended project, we accept from their evidence that this would inevitably lead to significantly greater costs, such that significant sums would be required to be collected over an extended period of years. Further, that this would not provide the concise specification and outcome a lender or purchaser would require. We note that whilst phasing was raised by some Respondents, others wanted the precision, brevity and certainty of a single contract. This view prevailed. The overwhelming view of the Respondents at the end of the hearing was that this would be the most cost effective and would avoid having to pay greater sums. For these reasons we accept that phasing is inappropriate. We have taken into account our findings in relation to affordability set out below.

### **Affordability**

36. We have no doubt that the sums to be collected are beyond the financial means of some Leaseholders. This is unavoidable in a development of this nature and will cause some hardship. Whilst it might be that Leaseholders have had the benefit of reduced expenditure in line with reduced amenity over the years, the development is at a stage where work can no longer be deferred. Respondents gave evidence to the effect of their ability to market their flat and their current value. From the evidence we have, the added value on completion of the work will be at least the sums now proposed. This may not help particular Leaseholders raise finance but necessary repairs have to take place and those affected and subject to the obligations in their Leases must address the issue. Mention was made of a possible renewed approach to the Local Authority and other alternative sources of finance for the Leaseholders.
37. Based on the evidence provided it is difficult to see how the work could be phased to any great advantage. One speculation was that certain blocks should be excluded from refurbishment at this stage. As commented above, this would negate economies of scale arising from a single project and the extended period would incur additional management and other costs including, for example, scaffolding. Urgent repairs may be needed in the interim to any excluded block. We have concluded that phasing is inappropriate.

### **Summary**

38. Bearing in mind phasing is inappropriate but noting difficulties faced by some Leaseholders, we nevertheless reach the conclusion that this consideration cannot modify or defeat the Manager's obligations to carry out the work as proposed.
39. For the above reasons we conclude that the service charge sought by the Manager, payable by the Respondents in the proportions set out within the management order are reasonable and payable for service charge year commencing 2018.

### **Order accordingly**

**L J Bennett**  
**9 April 2018**



## List of Respondents

Mr S M Conway  
Mr & Mrs L.J Kalina  
Mr S Braid  
A MacDonald Properties  
Mrs L L Ferguson  
Mr & Mrs M Joyce  
Elstar Ltd c/o Broompark Management  
C E Greenwood & C J Needham  
Miss J K Raynor  
Mr & Mrs J Chapman  
Mr G Wright  
Frank K Miles (IOM) Ltd  
Mrs A A Jones  
Mr & Mrs G & R Wright  
Ms A Campbell  
Mr C M Farnworth  
Mrs D C Gill  
Mr K J Burgess & Mrs J E Burgess  
Lindsay Court Securities Ltd  
Mrs A M B Cork  
Mr J Davies  
Mr K Jones & Mrs G Jones  
Mr & Mrs R Colqhoun  
Ms H L Pollard  
Mr D Nixon  
Ms C Harbottle  
Mr & Mrs A Watterson  
Mr H Blair  
Mrs G Cardwell  
Mrs S Hawkins  
Mr & Mrs Phillips  
Mr J Wade & Mrs J Wade  
Mr K C Garrad  
Mrs F Garrido  
Mr & Mrs M Hall  
Mr B McConville  
Newhill Investments Ltd  
Mr P Battye  
Mr A Bromiley  
Mr R Chambers & Ms L Oulton  
Mrs P Taylor & Mr R F Taylor  
Mrs D R Nelson  
Mr J Marshall  
Mr S J Gough & Mrs K A Collins  
Mr N D Davis  
Mr J B Taylor & Mrs S K Taylor  
Mr J R Pickersgill  
Miss H Pollard  
Mr Hamilton  
Mr P C Brown  
Mrs Booth & Mr L J Kalina  
Mrs J Waring  
Mr N Whittle

Mr J Craig  
Mrs Van Niekerk  
Miss J Crooks  
Mr M E Myers  
Mr D Williams  
Mr P Rivett & Mrs J Rivett  
Mrs M Murphy  
Mr J Leech & Mrs M Leech  
Mr S Benjabeur & Ms S Farrell  
Mr P A Perrins  
L Cevik & C Robinson  
Mr F Mulla  
Mr J A Watts  
Mr & Mrs K Gledhill  
Mrs C Walker  
Mrs L Welch  
Mr A Wormersley  
Sgt M D Griffiths  
Mr C Reynolds

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**Appendix E; Lindsay Court Housing Needs Survey Summary, July 2018.**

# LINDSAY COURT

## HOUSING NEED SURVEY SUMMARY

### Introduction

Lindsay Court, New Road, FY8 2SR is a development situated in Lytham St Annes – on the boundary line shared with Blackpool. Built in the 1960's the 2 bed flats span across 16 blocks. With lack of investment into the repairs and maintenance on site buildings have become dilapidated and repair work is required. The current proposal for the site is a full fabric repair scheme requiring a £30,000 contribution from each owner. Homestead the current Management agent for the site are at liberty to commence collection of the contribution amount from leaseholder in 3 instalments during the 2018 service charge year.



A 100% postal housing need survey was issued to all residents and Leaseholders of Lindsay Court in July 2018

96 Surveys posted  
35 responses received  
63 properties are let by  
37 leaseholders

Response  
Rate  
36.5%

66% Rented tenure  
33 owner occupiers  
34%

### Part 1—Your Household

The first question of the survey asked respondents what they **liked about living at Lindsay Court**—Response was good for this question showing there are many positive factors with living at Lindsay Court. Below is the table of results; Amenities, Transport Links and Affordability topped the list.

Transport Links	27
Environment	13
Affordability	20
Nearby Services - GP, Hospital, School	17
Amenities - Shops, Beach	28
Employment Opportunities	1
Close to friends/ Family	17
Being part of a community	16
Other	3

In comparison respondents were asked what they didn't like about living at Lindsay Court—A few of the responses are detailed below. 91% of respondents answered question 2.

*'poor condition of most of the external buildings. Damp integral walls, draughty windows'*

*'the way it is run by different letting agents'*

*'the general state of the buildings and garages'*

*'no we are happy here'*

Responses to this questions were predominantly regarding the disrepair of the buildings

The prominent age category of the residents at Lindsay Court is 60+ years with a 64% of the population of residents being aged 60+.

Data from 2011 census of St Leonards ward showed 27.76% of ward residents were aged 60—84

Data from the housing need survey of Lindsay Court shows that there is a concentration of over 60's living in the development.

Over Half of respondents are single and living alone at Lindsay Court. Lindsay Court boasts spacious 2 bed apartments, this shows that a high number of properties are under occupied

64%  
of residents are  
60+ years old

57%  
Of residents are  
single and living  
alone

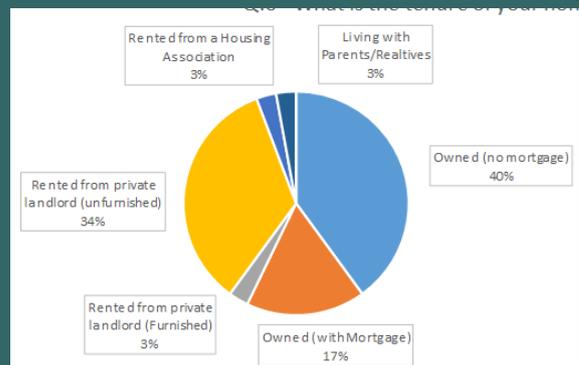
34% of respondents indicated they had **lived in the Fylde Borough for 11-20 years**. Establishing whether Lindsay court has a transient population will assist when exploring housing options in future if there is displacement of individuals due to proposed works. The data shows that Lindsay Court residents are not transient in and out of the Borough and a strong local connection is prominent.

0 - 2 years	6
3 - 5 years	5
6 - 10 years	4
11 - 20 years	12
21- 40 years	7
40 + years	1

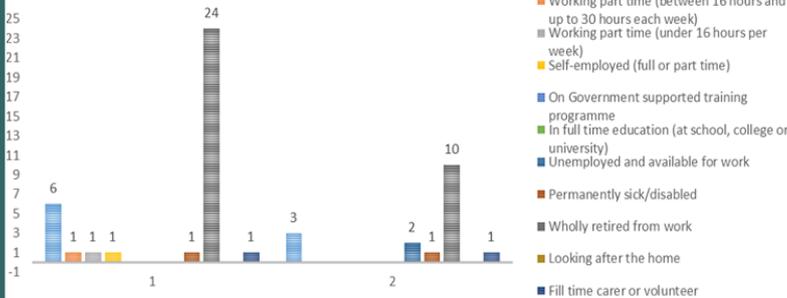
Data from the Fylde District profile carried out in 2012 by Fylde Borough Council showed that more than 46% of residents across Fylde lived in the Fylde area for 10 or more years.

40% of respondents stated the tenure of their home was owned without mortgage

34% are rented from private landlords



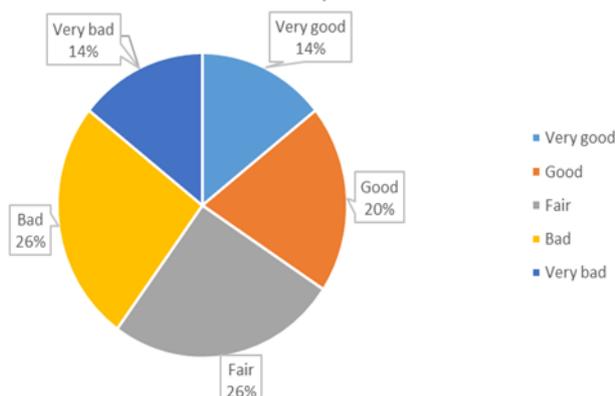
Q8 - WHICH BEST DESCRIBES THE EMPLOYMENT STATUS OF YOURSELF AND THE NEXT ELDEST RELATIVE/ PERSON OVER 18 IN THE HOUSEHOLD



The two main residents from each household were asked to indicate their employment status. 24 of the 35 respondents (**69%**) stated they were wholly retired from work and 10 out of the 14 (**71%**) secondary residents were also wholly retired. This data explains answers from question 1 which asked for the **benefits of living at Lindsay Court** as employment opportunities received only one vote (1%) of the responses. Lindsay Court is situated on key transport links for ease of access across the Fylde Coast an close to a large retail park— employment opportunities for the area are extensive.

## Part 2—Your Home

Q 10 - What condition is your home in



With major works proposed for the site deemed proportionate by Tribunal question 10 asked respondents what **condition residents thought their properties were in**. The answers were fairly spread across the spectrum. This reiterates the overall view that properties at Lindsay Court are in various states of repair.

Due to site layout and proximity to the coastline some properties may have suffered more weather damage and water ingress than others.

A breakdown of proposed works for each block was provided by Homestead at the Tribunal; each block required similar works, costs did vary slightly across blocks. It was ruled that the overall cost of works would be divided between the total 96 properties and not divided in blocks this means that all leaseholders are required to pay the same amount for the major works.

A total of 14 respondents answered bad or very bad to question 10 (very bad - 5 **14%**) (Bad - 9 **26%**). For respondents stating bad or very bad to question 10 they were asked to provide additional information. An additional 8 respondents chose to add additional comments – a total of 22 respondents chose to answer question 11.

Very good	5
Good	7
Fair	9
<b>Bad</b>	<b>9</b>
<b>Very bad</b>	<b>5</b>

Some responses regarding the condition of respondents homes are detailed below. The responses have been anonymised and selected at random.

*'cold damp draughty. Water comes in when raining'*      *'heating is very poor and antiquated'*  
*'just a bit of damp and windows need sealing more, otherwise good'*  
*'Very damp due to the deterioration of the buildings, needs pointing, cavity walls clearing, new gutters etc.'*  
*'my windows are disgusting im cold all the time in the winter because of the draughts. I have to huddle up to the radiator at night'*

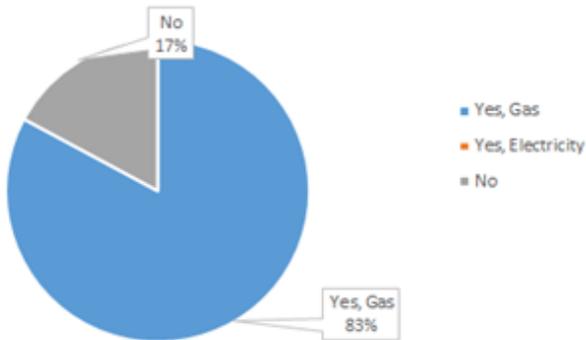
Questions 12 – 16 were created to establish an understanding of the facilities within properties, these questions were asked with the view to establish whether there was any fuel poverty and whether any Eco grants could be awarded or sourced to improve energy efficiency and thus in turn maybe decrease the overall major works.

As these questions were simple Yes/No answers they have been displayed below with an overview of all.

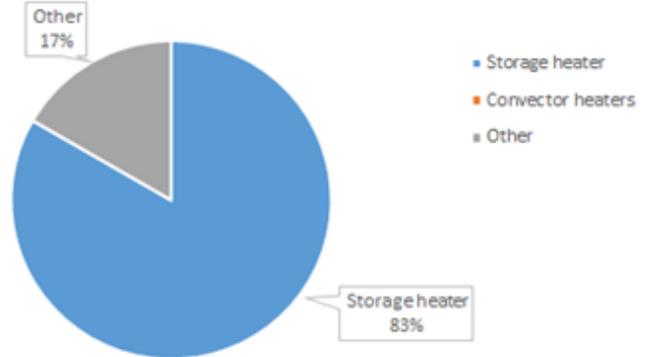
**83%** of properties captured within the survey have central heating

Of the **17%** that do not they are predominantly heated via storage heaters

Q. 12 - Do you have central heating



Q.13 -If not, How is your home heated



With the population of residents at Lindsay Court being predominantly aged over 60 establishing whether any disability adaptations are present in any properties would indicate whether further work is needed or whether the properties are fit for purpose.

**86%** of properties have double glazing

**11%** are partially glazed

Q.15 Does your property have any disability adaptations



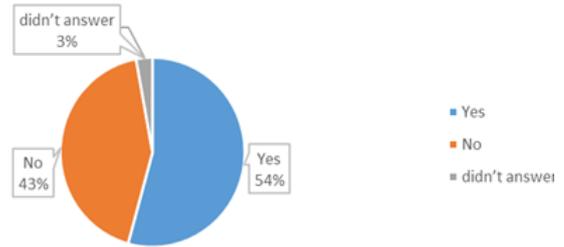
91% of respondents answer NO to their properties having any disability adaptations present.



During a discussion with resident representatives and Homestead it was suggested that a question regarding the **garages on site** should be included to ascertain their location and which property they were associated with as there is currently no record of this information.

Further work is needed to ascertain which garages are allocated to which properties

Q.16 Does your property have a garage included

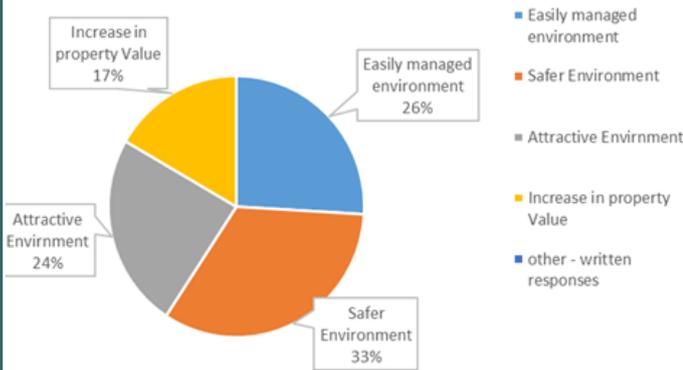


**91%**  
said YES they felt their building was in need of repair

**74%**  
would support improvements to all blocks

**26%**  
would only support work to their block

Q.19 Please tick which is most important to you and where you live



Question 19 asked what was most important to respondents and where they lived. Responses showed that the highest ranking answer was easily managed environment (**26%**) and safer environment (**33%**)

Respondents were given the option to include 'other' answers, these are as follows. Answers have been anonymised.

*'Simply want the blocks done as promised'*

*'need more control and vetting to avoid drug addicts and other unstable residents who cause disruption and threatening behaviour'*

*'very good for old people, feel safe and look out for each other'*

*'a fairer, more considerate freeholder and manager'*

### Part 3 –You

Capturing financial information from residents is sensitive, with a major works scheme proposed at £30,000 per property and the management agent Homestead due to start the process of collecting this money it was important for respondents to answer these questions to give an in depth insight to the financial situation. Within Part 3 of the survey the number of respondents who chose not to answer was recorded as it was felt capturing the amount of respondents unwilling to provide financial information could be beneficial to the outcome of the survey. Within the covering letter sent to all residents along with the survey document it was explained how financial data would be handled and the **importance of these questions being answered to aid in finding workable solutions for the site.**

Household income data was captured by asking respondents to indicate the household net income and any income received via benefits.

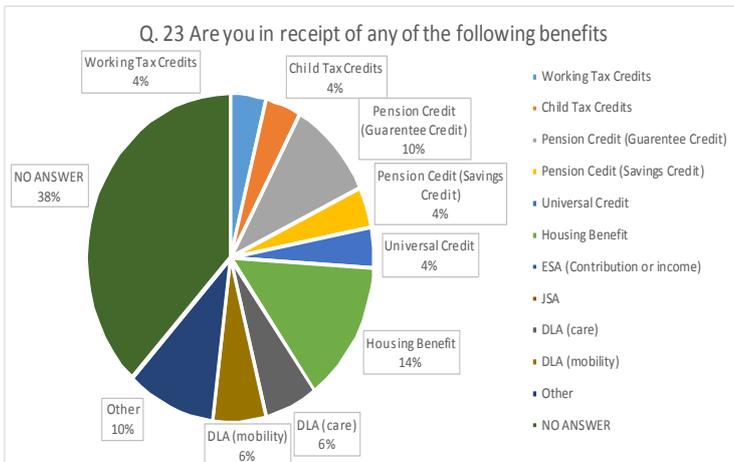
less than £100p/w (less than £433.33mnth)	
£100-200p/w (433.33-866.66mnth)	4
£200-300p/w (866.66-1300.00mnth)	15
£300-400p/w (1300-1733.33mnth)	5
£400-500p/w (1733.33-2166.66mnth)	2
more than £600p/w (£2600mnth)	1
NO ANSWER	8

**23%** of respondents chose not to provide an answer regarding their net income

**43%** of respondents stated their weekly net income is £200-300.

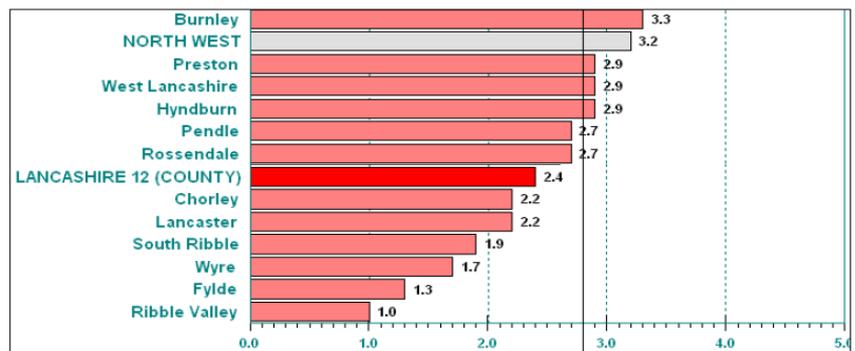
This data falls below the income figures published in the 2012 Fylde district profile which stated that the mean income in Fylde was £27,400 per annum

19 respondents (38%) chose not to answer question 23 indication as to whether they are in receipt of any benefits. Of the respondents who answered housing benefit was the most prevalent with 14% of the participating respondents indicating they are in receipt of housing Benefit.



The Fylde District Profile showed that Fylde had the second lowest claimant rates in Lancashire. As per table below taken from 'Fylde District Profile 2012'

Fylde has the second lowest claimant rates in Lancashire and is less than half that of the North West as a whole.



**6%**  
of applicable respondents receive help towards rent/mortgage

**41%**  
Have no savings or equity in their home

With the current proposed major works scheme each property/leaseholder is liable for £30,000 towards the repairs on the development – many leaseholders have openly discussed that they are facing financial issues due to age, employment status and the inability to release equity raise finance meaning they cannot pay the £30,000. **41% of respondents stating they have no savings or equity with their properties this supports these claims.**

Property valuations are key to understanding the current market at Lindsay Court – After research online current properties are marketing for sale on the development for £45,000 with two sales taking place in 2018 at £45,000 and £49,000 – valuations above this have no evidence to support they could be achieved in their current state of repair.

**26%**  
Have had their property valued

**64%**  
of respondents do not have a mortgage on their property

**61%**  
felt the value of their property was less than £75,000

Respondents were asked how much they had left on their mortgage if they had answered 'yes' to question 31 – 'Do you have a mortgage on your current home'. There were 6 responses ranging from £40k – £70k. **The outstanding mortgage amounts stated by respondents are substantial.** With properties on site currently advertised on www.Zoopla.co.uk for on average £45,000 the figures below show respondents currently owe more on their mortgages than the current 'value' of the properties. This is an area for concern in regards to the re-mortgage potential to raise finance.

Further to this respondents were asked how long they had remaining on their mortgage – the responses are stated below:

- 12 years
- 15 years
- Lifetime mortgage – interest only
- 12 years
- 12 years
- 15 years

These findings show that participating respondents have substantial amount of time left of their mortgage repayments on values that are far above current valuations of properties on site.

**Any Further comments:**

Respondents were invited to may further comments or suggestions.

17 respondents (49%) chose to add further comments—some anonymised responses have been included below:

***'I dread another winter – I have to book overnight stay in hotel because of roof lifting and banging as it's been off in the past and repairs to it not very good and the musty smell on my belongings not very nice. I have reported this numerous times, but recently can't get hold of anybody – never at their desk. '***

***'I find it difficult to believe that any of the proposed works will take place. I have heard this has been going on for years.'***

***'The sooner repairs are carried out the better'***

***'We would both prefer council bungalow as we are both disabled and we are in a first floor flat'***



**Appendix F; Community Workshop Event, November 2018**

# LINDSAY COURT COMMUNITY WORKSHOP EVENT

FYLDE BOROUGH COUNCIL AND REGENDA REGENERATION  
6TH NOVEMBER 2018

The initial community event was held at Fylde Council Town Hall on Tuesday 6th November in partnership with Regenda Regeneration services. The workshop was an informal event and was not documented by way of meeting minutes—notes taken from the day of general comments by attendees and notes made during a brainstorming session have been summarized within this document.

The community event was organised with the purpose of:

- Updating the residents and leaseholders of Lindsay court of the work Fylde Council have been undertaking
- present the Housing Needs survey findings
- Introduce the Community Housing Fund
- Introduce Regenda regeneration services
- Initiate open communication with residents and leaseholders and ask what they want to see happen at Lindsay Court
- Form a community steering group

## General Comments

- How many garages are in use?
- 6 Flats don't have garages
- Money that has already paid to managing agents for the proposed works, what is going to happen to this money whilst options are explored.
- Currently the major proposed works at £30,000 is the best option so any monies paid in hasn't been put in for no reason.
- Looking to take forward research, mini groups, mock ups, options for regeneration
- People are looking forward to working with Regenda and hoping that this will move things forward faster.
- Not all residents will agree – can it be decided a percentage of people to agree and make decisions. Could it be agreed that when a level is met can that be enough to drive this forward.
- Changing the law around leasehold, will this affect the movement of this?
- Issue of the money that is expected of each property £30,000. options will be explored and this may have an impact on cost per property, options of raising capital will also be explored including a shared ownership/ equity model
- Will there be more than one option?
- Can people put their own money in and for those that can those have the option of part ownership? And also having tiered amounts of funding for those who can afford some? And not one solution fits all?
- The £30,000 can be purchased by alternate sources?
- Garages have been mentioned twice are you planning on flattening them to raise the money?
- All this work could have been done 2 years ago for £10,000? Why are we here again?
- If we couldn't afford 10k how could we afford 30k? We are still waiting on repairs so why would we pay any money?
- We feel like they (freeholder) want people out to flatten the site at the cheapest price
- Not all blocks cost £30,000 as the survey was done on the worst part. Would you look at another survey to look at bringing the required amount down?
- Any possibility that the options where we don't have to lose part (%) of our properties and not have the full cost to pay?

## LINDSAY COURT COMMUNITY WORKSHOP EVENT

The concluding part of the community workshop asked for attendees to discuss in their groups what they want to see happen at Lindsay court—discussions took place around large tables and comments were made on flipchart paper. A summary of the responses are detailed below.

- % agreement for the steering group
- Leave greenspace alone
- Look at using the greenspace/ garages
- Self-funding opportunities from the site
- Approach the freeholder with a plan
- Buy the freehold
- Approach persimmon for funding
- Open and listening to everyone
- Group to involve Homestead
- Buy-in of all residents
- Plan needs to be in place and voted in by Sept '19
- Group to be made up of around 5 owners
- Element of social housing
- Establish value of estate
- Heating and lighting in areas free
- Recreational areas
- Community building
- We use our garage to keep car in overnight (insurance purposes), and for storage. Most garages are not used because they are in such a poor state. Don't want to lose them.
- Site meeting place group steering group
- Leasehold reform
- Freeholder to join in or a representative
- Scheme where we don't lose ownership
- We don't want more buildings between existing ones
- Health issues due to deterioration
- Work is being done that is costing a lot of money and it is not working
- How are the flats built/ foundations?
- Why do managing agent have to attend? We are still paying £1,000 per year for nothing being done. We are still being pursued for £30,000
- We really need an independent survey. We cannot take managing agents word for it. They obviously have added their share on it.
- Past Mis-management
- Value for money
- Shared equity (explain the benefits)
- What input will the shareholder have on this scheme, can he overrule any major decisions?

**43 Attendees at the event—made up of residents, leaseholders, councillors and stakeholders**

**12 attendees want to be on the steering group**



Kate Astley—Community Housing Fund  
Development Officer

Town Hall  
St Annes Road West  
St Annes FY8 1LW

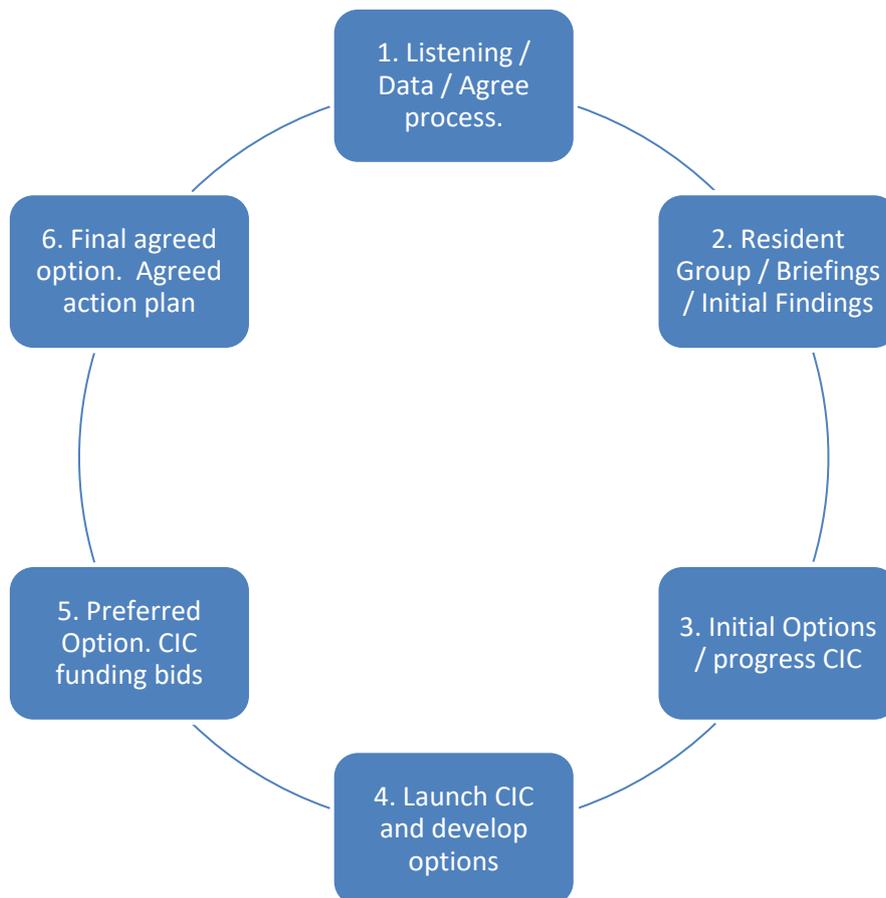
Phone: 01253 658420

Email: [kate.astley@fylde.gov.uk](mailto:kate.astley@fylde.gov.uk)



## Appendix G; Resident Empowerment Guidance Notes

## Co-designing a Deliverable Regeneration Solution for Lindsay Court, Squires Gate Lane, St. Annes; Key Stages



**Start December 2018. Complete May 2019.**

<https://www.regenda.org.uk/fleetwood-10-year-vision>

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<http://www.amion.co.uk/services/development-business-planning/>

## Setting up a Formal Resident Group

# Getting a group started

First steps when thinking about starting a new group, and links to further information.

## What's the first step?

Just as there are many different reasons to form a group, there are many different types of group you could set up. It's worth thinking about what kind of group you imagine it will be, as this may affect the order you do things in.

For example, if you need to respond quickly to a proposal from the council that will affect your area, the first thing you'll need to do is get as many people as possible together, so that they can all contribute their ideas and energy. On the other hand, if you are planning to set up a charitable trust to run arts projects in the community, you will want to give some thought to the aims and structure of the group before you invite others to join you, so that you can be clear about what you are asking them to do.

## The First Meeting

A good way of doing this is to prepare an agenda in advance. What you include in this will depend on the purpose and expected size of the meeting, but here are some ideas you could use:

- Welcome and introductions
- Introduce the chair, explain who called the meeting and why.
- Aims of the meeting
- Outline why the meeting has been called, e.g. to build a campaign.
- Speakers
- You may choose to have a couple of people who know a lot about the topic to begin the meeting by sharing some information and their opinions.
- Make sure you introduce them so that everyone knows who they are.

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- Opportunity for people to share information and opinions.
- It is important to give people an opportunity to share their thoughts about the topic.
- If there are too many people wishing to speak than there is time for, make sure you choose a range of people, including people who are not members of your group or who have not been involved in your campaign before.
- Planning
- Public meetings can be good opportunities to come up with initial ideas about action that could be taken on the issue in future.
- Allow some opportunity for people to share their ideas, but don't allow the meeting to get bogged down in nitty gritty details. Make a note of people's ideas.
- What will happen next
- Summarise the ideas that have been raised.
- If the meeting is quite small, this might be an opportunity to reach decisions about what action is actually going to be taken. Be sure to include discussion of what practical tasks need to be done, and who is going to do them.
- If the meeting is large, this won't be possible. Instead, make sure people's ideas have been noted down, and that you have a plan about when the next meeting will be so that people can come and get involved with the detailed planning stage later.

## Chairing the meeting

If your group has called the meeting, people will be expecting someone from your group to act as chair. Agree beforehand who will do this.

It is the chair's job to:

- Keep the meeting on topic
- Make sure people get a chance to have their say
- Let people know that their contribution is needed and valuable (so don't close off discussion too quickly)

Make sure the atmosphere of the meeting is as welcoming and open as possible.

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Don't let the discussion go off at a tangent or get bogged down in little details, so do stop people once they have had a say. Don't let one or two people dominate.

## Take minutes

Decide who will be taking minutes before the meeting. It is hard to take minutes and chair, so these roles should be done by different people. The minutes of your meeting don't have to be very detailed, but they should include a clear note of any decisions made at the meeting, and in particular who has agreed to take on which jobs.

## Gather names and addresses

Make sure you take contact details from everyone who wants to be kept in touch with the group – prepare a sheet in advance which you can pass round the meeting or have on a table at the door.

## Have a plan for your next meeting

Make sure you have already fixed a date and venue for your group's next meeting, and that you advertise this so that people can come along if they want to. It is useful to print some fliers with these details on, and your contact details, for people to take away.

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# Responsibilities of the Management Committee

Every community organisation has a group of people which manages its affairs – a governing body. This is often called a management committee, although your group may use a different name, such as executive committee, board of trustees or steering group. A very small group may not have a separate committee and, in this case, its entire membership is the governing body.

## Overall responsibilities

Broadly, the committee's job is to ensure that the group

- does what it was set up to do
- has enough money and does not get into debt
- works within the law

How you do this will depend a lot on the size of your group and the kind of work you do.

## Specific responsibilities

For any particular group, the management committee may need to consider some or all of the following specific responsibilities:

- [Working together and making decisions](#)
- [Keeping the group on track](#)
- [Finances](#)
- [Fundraising](#)
- [Equality and diversity](#)
- [Health and safety, safeguarding and insurance](#)
- [Regulations and licences](#)
- [Charity registration](#)

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- [Legal liability of committee members](#)
- [Paid workers and volunteers](#)
- [Owning or leasing premises](#)

In small, fairly informal groups you don't need to stick to rigid rules about official roles. A lot of the work can be shared out amongst the committee as a whole – the more people who are actively involved, the better. The important thing is that everyone knows what they have taken on, and that this has been discussed and agreed by the whole committee.

The information here is a starting point for discussion in your committee about what needs to be done, and who will do it.

## The role of the Chair

The Chair's job usually falls into four main areas:

[Chairing meetings.](#)

[Helping the committee to work together as a team.](#)

[Having an overview of the work of the group.](#)

[Being the main contact person for the group.](#)

## Chairing meetings

Chairing meetings is the most visible role of the Chair.

Your job is to help the meeting to run smoothly and effectively and involve everyone. The Resource Centre information sheets [Chairing a meeting](#) and [The Agenda](#) have more advice and tips on how to do this.

Here are some central points:

- Plan and think about the meeting in advance.

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<http://www.cassassociates.co.uk/>

<http://www.amion.co.uk/services/development-business-planning/>

- Prepare an agenda.
- Make sure the meeting gets through all the necessary business.
- Make sure everyone gets a chance to talk and no one dominates.
- Make sure clear decisions are reached and any action noted.
- Start and finish on time.

## Helping the committee to work together as a team

The strongest committees work as a team. The Chair is an important part of the team, but is not the boss. It is not your role to make all the decisions, or do all the work. It is your role to encourage and involve all committee members in whatever way they are able to contribute.

## Having an overview of the work of the group

The day-to-day work of the group is important, but someone needs to be thinking about the bigger picture.

It's not up to the Chair to decide the direction and activity of the group, but to help the committee work this out.

Regularly remind yourself of your aims, and think about what needs to be done to achieve them.

Some ways of doing this are:

- Once a year, have a discussion at the committee about the group's plans for the coming year. What are the main things you want to achieve?
- Have a regular item on the agenda to discuss how recent events and activities went. For example, what worked and what didn't at your public meeting, or the successes and problems with a Fun Day.

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## Being the main contact person for the group

The Chair is often the first point of contact for the Council, other voluntary organisations or anyone else interested in the work of the group. You might be asked to attend other groups' events, or to get involved with another project.

It's not the Chair's job to take all of this on by yourself. Discuss it with committee members, see if it is something the group wants to do and if so who is best person to do it.

The Chair, along with the Secretary, is also often the advertised contact person for new members.

## The role of the Secretary

The Secretary's job usually falls into three main areas:

[Taking minutes at the committee and general meetings.](#)

[Keeping people informed about the organisation's activities.](#)

[Receiving and responding to information, emails and letters.](#)

## Taking minutes at meetings

Taking minutes is often the main job of the Secretary.

Minutes are simply notes taken during the meeting to remind you what was discussed and agreed. For a detailed look at what this involves, see the Resource Centre information sheet [Taking Minutes](#).

A few central points to remember are:

- Don't try to write everything down – it's impossible and not useful.
- Concentrate on getting down what has been decided, and who is going to do it.
- Listen carefully to the discussion and think about what overall points are being made.

<https://www.regenda.org.uk/fleetwood-10-year-vision>

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<http://www.amion.co.uk/services/development-business-planning/>

## Keeping people informed

There is a basic level of communication needed in every group:

- Committee members need to know the date, time and place of the next meeting, and receive minutes and an agenda.
- The people you are trying to reach and include in your group need to know you exist, what you are doing, and how to contact you and get involved.

How much, and what sort of publicity you need will depend on exactly what you are trying to do. It's not up to the Secretary to make all the decisions about your publicity and communication – the committee as a whole needs to think about this, and divide up and delegate tasks.

There are also lots of different ways of communicating with each other. You need to work out what suits your members best, and might want to use a mix of different methods, such as social media as well as printed flyers.

## Receiving and responding to information, emails and letters

The Secretary, along with the Chair, is often the contact for information from other organisations or any formal communication with the group.

The Secretary and Chair are also often the advertised contacts for people interested in joining the group.

The Secretary's role is to make sure that any information they receive is dealt with. This doesn't necessarily mean doing it all yourself, but making sure that someone is. For example, an invitation to attend an event could go to the next committee meeting and an enquiry from someone interested in joining the group could be passed on to another committee member.

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<http://www.amion.co.uk/services/development-business-planning/>

# The role of the Treasurer

The Treasurer has the day-to-day responsibility of looking after the group's money. They need to have an overview of the group's financial situation and provide information to help the group make informed decisions.

It is important to remember that the Treasurer does not have sole responsibility for the group's finances. It is up to the committee as a whole to decide how funds will be raised and spent. It's also up to the committee to make sure that the group's money is being handled properly.

The Resource Centre has three very useful information sheets which look in more detail at different aspects of looking after your money. These are [The Role of the Treasurer](#), [Your group's money](#) and [Financial rules](#).

The Treasurer's job covers two main areas:

[Keeping financial records for the group.](#)

[Keeping the group informed of their financial situation.](#)

## Keeping financial records for the group

The most important thing is to write everything down, and to keep all connected paperwork. Don't put off the task of recording money that has been received and spent until it becomes confusing and complicated. Do it straight away!

Here is quick checklist of the main tasks:

- Keep a written record of the money going in and out of the group funds.
- Check and keep bank statements.
- Keep receipts for all items bought.
- Keep paperwork for all grants and money received.
- Have a system for dealing with expenses and petty cash.

## Keeping the committee informed

<https://www.regenda.org.uk/fleetwood-10-year-vision>

<http://www.cassassociates.co.uk/>

<http://www.amion.co.uk/services/development-business-planning/>

It is the Treasurer's job to keep the committee informed about the group's money, so everyone understands the overall financial situation.

It's useful to give a financial update at every committee and general meeting. This doesn't have to be a big task. The Resource Centre's template [How much money do we have](#) provides a handy guide – you just fill in the relevant information.

It's useful for your update to cover:

- How much money the group has.
- How much has been spent since the last meeting, and what on.
- Any problems or issues you have spotted – for example, if there isn't enough money to pay the room hire for your next meeting.

At the Annual General Meeting you will need to provide a fuller report that covers the whole year. The Resource Centre can help its member groups by providing an independent [examination of accounts](#).

## Summary

The strongest committees work as a team – the work is spread around, everyone is playing a part and you are all getting on with each other. This is easier said than done, and doesn't just happen by itself – it takes time and thought.

One of the key factors is regular, open and full discussion at your committee meetings. Try to make sure that everyone is involved in decisions about the work of the group, and how responsibilities and jobs will be divided up.

A useful starting point might be to discuss the different jobs outlined in this sheet, and adapt and develop them to suit your committee.

<https://www.regenda.org.uk/fleetwood-10-year-vision>

<http://www.cassassociates.co.uk/>

<http://www.amion.co.uk/services/development-business-planning/>

# Legal structures for community groups and not-for-profit organisations

This page provides simple explanation of different types of not-for-profit organisation, and what to consider when choosing a legal structure.

- [What is a not-for-profit organisation?](#)
- [Just want a straightforward community group?](#)
- [Things to consider when choosing a legal structure](#)
- [How will your organisation be funded?](#)
- [Will your organisation have voting members?](#)
- [Will your organisation incorporate?](#)
- [Will your organisation be charitable?](#)
- [Legal structures to consider](#)
- [Unincorporated association](#)
- [Charitable Trust](#)
- [Charitable Incorporated Organisation\(CIO\)](#)
- [Company limited by guarantee](#)
- [Charitable company](#)
- [Community Interest Company \(CIC\)](#)
- [Community Benefit Society](#)
- [Cooperative Society](#)

<https://www.resourcecentre.org.uk/information-category/starting-a-group/>

<https://www.regenda.org.uk/fleetwood-10-year-vision>

<http://www.cassassociates.co.uk/>

<http://www.amion.co.uk/services/development-business-planning/>

## Example; Community Land Trust

Community Land Trusts (CLTs) are a form of community-led housing, set up and run by ordinary people to develop and manage homes as well as other assets important to that community, like community enterprises, food growing or workspaces. CLTs act as long-term stewards of housing, ensuring that it remains genuinely affordable, based on what people actually earn in their area, not just for now but for every future occupier.

There are now almost 290 Community Land Trusts in England and Wales, and the sector has grown six-fold in the last six years. The largest Community Land Trusts have over 1000 members each. Community Land Trusts have developed 826 permanently affordable homes to date and are working to develop an additional 5800 homes in the next few years.

CLTs are one form of community-led housing, and the National CLT Network is part of a [broad alliance](#) of organisations promoting this approach. Schemes that are genuinely community-led all share common principles:

1. The community is integrally involved throughout the process in key decisions like what is provided, where, and for who. They don't necessarily have to initiate the conversation, or build homes themselves.
2. There is a presumption that the community group will take a long term formal role in the ownership, stewardship or management of the homes.
3. The benefits of the scheme to the local area and/or specified community group are clearly defined and legally protected in perpetuity.

People set up and join CLTs in particular for all sorts of different reasons.

It might be that there is a lack of affordable homes for young people or families in the village or neighbourhood, where local people are having to move out of the place they call home, and communities want to do something about it.

Or it might be that the area has suffered years of decline and disinvestment, leaving empty properties and blight, and the community want to bring homes back into use and turn their neighbourhood around.

Or it might be that the community is doing a Neighbourhood Plan and they want to take charge about how that Plan is then delivered.

In all these cases, the community wants to make their area a better place to live, and they want more control over how that happens.

CLTs are not a legal form in themselves (like a Company). However, CLTs are **defined in law** so there are certain things that a CLT must be and do:

- A CLT must be set up to benefit a defined community;
- A CLT must be not-for-private-profit. This means that they can, and should, make a surplus as a community business, but that surplus must be used to benefit the community;
- Local people living and working in the community must have the opportunity to join the CLT as members;
- Those members control the CLT (usually through a board being elected from the membership).

<https://www.regenda.org.uk/fleetwood-10-year-vision>

<http://www.cassassociates.co.uk/>

<http://www.amion.co.uk/services/development-business-planning/>



Land is gifted  or bought by community 

**CLT OWNS LAND**

Sub-contractor/  
Custom-Build  
Facilitator  Architect/  
Project  
Manager 

**BUILD OUT**



CLT provides homes that are genuinely affordable to rent or to buy and will remain affordable, as well as other assets

**CLT remains long-term steward of homes and assets**



# Community Interest Company

The Community Interest Company (or CIC) is a relatively new type of company established by the [Companies \(Audit, Investigations and Community Enterprise\) Act 2004](#) and regulated by [The Community Interest Company Regulations 2005](#). The CIC model is designed to provide an effective legal form for enterprises which aim to provide benefit to the community or to trade with a “social purpose,” rather than to make a profit.

CICs are designed specifically so that an individual, or a group of individuals, can set up a limited company in order to benefit the community. The philanthropic nature of such enterprises may make them appear similar to charities; however, there are several key differences which render CICs unique and which can often serve to make them a more attractive proposition.

Most notably, CICs are not subject to the onerous regulation that can be synonymous with registering and running a **charity**. They are able to have a much more commercial nature, and can also benefit from some of the advantages of limited companies (such as limited liability and the ability to issue shares and pay dividends). This provides relative freedom in terms of the day-to-day running of the CIC, provided that the relevant caps and regulations are adhered to.

It is also much easier for the directors of a CIC to derive remuneration from the enterprise than would be the case were they instead trustees of a charity, as the limitations on remuneration of trustees do not apply to CICs. Similarly, the Community Interest Test is wider in scope than the **Public Benefit Test** (the equivalent test for charities), and so registration as a CIC may be a more viable option to many organisations. A CIC can also be owned by a charity in the same manner as would apply to a Charitable Trading Company, meaning that a CIC can be used as the “trading arm” of a parent charity.

Contact;

Chris Standish, Regeneration Services, Regenda Group

[Chris.standish@regenda.org.uk](mailto:Chris.standish@regenda.org.uk)

0151 703 3512

<https://www.regenda.org.uk/fleetwood-10-year-vision>

<http://www.cassassociates.co.uk/>

<http://www.amion.co.uk/services/development-business-planning/>

## **Terms of Reference: Guidance**

### **Name of group:**

### **Purpose / role of the group:**

- what is the broad purpose / role of the group?
- when was the group established and by whom?
- what are the aims / responsibilities of the group?

### **Membership:**

- who is membership of the group open to?
- are there any restrictions on numbers?
- are patient / public members involved?
- are any representatives from other organisations included?
- how long is the period of membership and can it be extended?

### **Accountability:**

- are individual group members responsible for reporting back on activities of the group and if so to whom?

### **Review:**

- how often will the group review the relevance and value of its work and the terms of reference?

### **Working methods / ways of working:**

- what method / approach to working will you adopt (for example a shared learning approach)?
- will any sub groups be convened?
- what will your chosen working method involve in practical terms, for example with reference to:

### **Meetings**

- how many meetings will be held each year and where will they be held?
- who will organise and chair the meetings?
- how will topics for the agenda be generated?
- how and when will meeting papers be circulated?
- what will the format of meetings be, for example will they include small group discussions?
- will non-members be invited to group meetings and if so, under what circumstances?
- who will provide secretariat for the group?

## **Date and Information sharing (GDPR)**

- how will group members share information and resources?
- how will confidential materials and copyright issues be identified and dealt with?
- will there be a web space for the group and if so, will it be password protected and who will be responsible for facilitating it?

DRAFT



## Appendix H; Resident Workshop No.2

Debrief meeting held between Fylde Council Officers, Regenda Regeneration Services and Cass Associates following the initial Lindsay Court Community Workshop held on Tuesday 6th November 2018.

The aim of the meeting was to debrief from the community workshop and forge a work plan to establish the next steps in information and data gathering to work up some 'options' and a schedule of work for the community steering group to take forward.

## Debrief Discussion points

### Building / Properties

- ⇒ Mixture of tenures in each block – Drill into rented, who are the leaseholders, where are each leaseholders flats located in which block on site.
- ⇒ Garage's—who owns them— land registry data to be collected to establish ownership on the site incl. garage ownership
- ⇒ Full building survey incl. asbestos survey - Community members are wanting a full survey to be completed on the site to establish full extent of work in each block. Survey and costings used at Tribunal were devised from a survey carried out of only a number of blocks on site. This is something the steering group could take forward and access the Community Housing Grant Fund Program available via Fylde Council
- ⇒ Freeholder - Blair Estates (also owns 16 flats on site) - channels of communication, exploring the intentions of the freeholder. Portfolio of properties advertised by Bridfords—is this the freeholders portfolio at Lindsay Court—to be established.
- ⇒ No lift provision on site—aging community—is this an opportunity to explore options with a care provider?

### Issues

- ⇒ Historical issue surrounding existing and previous managing agents— monies paid via service charges and how repairs and renewals were spent on site. Was adequate monies spent on the site for repairs/ renewals and if not what happened to monies paid by leaseholders to these managing agents. This is an issue the steering group need to lead.
- ⇒ £30k per property—unaffordable for most. Is this actively going to be persuaded by Homestead. This is a priority concerns for community members.
- ⇒ Lack of trust—there is a lack of trust from the community in general. Work is needed to build trust up to gain engagement from the community. If the community don't come together and engage then the success of this project is limited. There is also lack of trust in management agent due to communication issues and issues surrounding monies paid previously and being held.
- ⇒ Fairness/Equity— contentious unrest due to fairness between community members regarding who has and hasn't paid service charges, paid for repairs to their own properties; but are still all expected to pay the same amount of £30k. Is it feasible to undertake work the collate data and information to establish which leaseholders have kept up to date with service charges and repairs and how much extra £ they have paid in repairs themselves—maybe that their properties do not require as much work.

### Exploring routes forward

- ⇒ Tribunal decision—legal advice to be sought in how we navigate alongside the tribunal decision and how the decision can be challenged once the community have chosen an alternative option- (if they do)
- ⇒ To be mindful that maybe the only solution to drive this forward is to have an RP underwritten. Maybe a hybrid approach between an RP and developer may pose less risk and offer more options for leaseholders 'buy in'.
- ⇒ Land value—is an option to be explored the sale of the garage site to generate income.
- ⇒ Mini master plan for whole site with varied options. Data and information gathering for the site is taking place now in order to start looking at what options are achievable and what the outcomes could be. Would be good to be able to present the steering group with a brief overview of

### Steering group

- ⇒ Formation and legal structure of the steering group needs to be established as priority so a work plan can be scheduled . This includes electing a chair and vice chair of the steering group. Steering group members are a varied mix of leaseholders, owner occupiers and Councillors.
- ⇒ Establish what the steering group is for and what role they play in this initial process. How they operate and work in partnership with the community, Fylde Council, Managing agents and Regenda Regeneration.

## Actions

### **Fylde Council**

- ⇒ OS Space Map of site (incl. 1 mile radius)
- ⇒ Land registry for each property on site
- ⇒ Organise steering group meeting
- ⇒ Update Cllr Buckley
- ⇒ Explore legal structures of the community

### **Regenda Regeneration**

- ⇒ Draft terms of reference for the group
- ⇒ Meeting Agenda
- ⇒ Constitution guidance sheet incl. roles and responsibilities for steering group members
- ⇒ Work plan—deadlines for different elements of the process/ taking the project forward
- ⇒ Contact Bridgfords RE: Property lots on the market at Lindsay Court

### **Cass Associates**

- ⇒ Baseline data
- ⇒ Mini master plan for whole site
- ⇒ General options on the table
- ⇒ Draft tender for building survey—by end of January 2019

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## Steering Group— Agenda

1. Welcome and Introduction
2. Debrief from Community Workshop
3. Steering group formation—nominate Chair and Vice Chair
4. Draft terms of reference for the steering group
5. Update on 'options' progress (data collation)
6. Opportunities scenarios— land value, preference of routes going forward
7. Determine communication channels for the rest of the community
8. Date of next meeting

**Community Steering Group Meeting**  
**Tuesday 18th December**  
**@ 10am**  
**Town Hall**  
**(invitees only)**

Kate Astley—Community Housing Fund  
Development Officer

Town Hall  
St Annes Road West  
St Annes FY8 1LW

Phone: 01253 658420

Email: [kate.astley@fylde.gov.uk](mailto:kate.astley@fylde.gov.uk)

## Appendix I; Indicative Development and Financial Appraisals

Client:	Cass Associates/Regenda
Job:	Lindsay Court
Version:	1.2 DRAFT - CO version
Prepared by:	AMION
Date:	08/05/2019

<b>Option B</b>	<b>External refurbishment of existing blocks only</b>
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VALUE							
Assumption Ref		Net	No. units	Area (sq m per unit)	Area (sq m)	Capital value (£/sq m)	Capital value (per unit)
[1]		100%					
	<b>GROSS DEVELOPMENT VALUE</b>						£0
	Purchasers Costs		1.80%				£0
	<b>NET DEVELOPMENT VALUE</b>						£0

COST						
[2]	<b>LAND ACQUISITION</b>		ha	@	£864,838 per ha £350,000 per acre	£0
[3]	<b>REFURBISHMENT COSTS</b>				<b>Cost</b>	
	Prelims				£152,669	
	Works				£1,716,180	
	Contingency	8.56%			£160,000	
	Contractors overhead/profit	8.50%			£158,845	
[4]	Repairs & maintenance cost inflation	1.044			£96,259	
	Sub-total				£2,283,953	£2,284,000
[5]	<b>PROFESSIONAL FEES</b>					
	Construction services	5.36%			£122,518	£122,600
[6]	<b>OTHER FEES</b>					
	Building regs				£1,250	£1,250
[7]	<b>OTHER COSTS</b>					
	Tenant liaison	1.5%			£34,259	£34,300
	<b>TOTAL COST</b>					<b>£2,442,150</b>

PERFORMANCE MEASURES	
Total Income	£0
Total Cost	£2,442,150
Profit	-£2,442,150
Profit on Cost	-100.0%

Ref	Source	Assumptions
[1]		No development
[2]		No land acquisition
[3]	Leeming Surveyors	Tender report (August 2016)
[4]	ONS Repairs & maintenance prices index	Cost inflation July 2016 - Dec 2018 (latest available)
[5]	Leeming Surveyors	Fee percentage rate as tender report (August 2016)
[6]	Leeming Surveyors	Tender report (August 2016)
[7]	Leeming Surveyors	Liaison percentage rate as tender report (August 2016)
		Assumes costs and values at Q2 2019
		Excludes VAT (previously estimated at £461,144 on costs of £2,339,013)

**DISCLAIMER : The information provided has been prepared in good faith as an illustrative appraisal of development costs and values, but we do not represent, warrant, undertake, or guarantee that the information is correct, accurate, complete, or non-misleading. The information should not be relied upon as an alternative to detailed advice from an appropriately qualified professional.**

Client:	Cass Associates/Regenda
Job:	Lindsay Court
Version:	1.2 DRAFT - CO version
Prepared by:	AMION
Date:	08/05/2019

<b>Option C</b>	<b>External refurbishment of existing blocks together with new infill housing development on the garage court site</b>
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<b>VALUE</b>							
Assumption Ref		Net	No. units	Area (sq m per unit)	Area (sq m)	Capital value (£/sq m)	Capital value (per unit)
[1]	2 Bed flats (market)	100%	44	64.6	2,840	£1,897	£122,500
	<b>GROSS DEVELOPMENT VALUE</b>						<b>£5,390,000</b>
	Purchasers costs		1.75%				£94,400
	<b>NET DEVELOPMENT VALUE</b>						<b>£5,295,600</b>

COST							
[2]	<b>LAND ACQUISITION</b>	0.30	ha	@	£864,838 £350,000	per ha per acre	£258,300
	<b>CONSTRUCTION COSTS</b>				<b>£/sq m</b>	<b>Cost</b>	
[3]	Dwelling units	2,840	sq m NIA		£1,250		£3,550,000
[4]	Car Parking (surface)	34	spaces		£1,500	per space	£51,000
[5]	Car Parking (integral to Building A)	220	sq m		£450		£99,000
[6]	Externals (amenity space)	1,060	sq m		£30		£31,800
							£3,731,800
	<b>PROFESSIONAL FEES</b>						
[7]	Construction services	7.5%					£279,900
							£279,900
	<b>ANCILLARY COSTS</b>						
[8]	Demolition & clearance (garages)	900			£22		£19,800
							£19,800
[9]	<b>CONTINGENCY</b>	5%					£201,600
							£201,600
	<b>OTHER FEES</b>						
[10]	Planning						£17,600
[11]	Building regs						£4,900
							£22,500
	<b>MARKETING &amp; LEGAL</b>						
[12]	Estate agents' fees	1.9%					£102,400
[13]	Legal fees	0.6%					£32,300
							£134,700
[14]	<b>FINANCE</b>	5.50%					£120,700
							£120,700
	<b>TOTAL COST</b>						<b>£4,769,300</b>

PERFORMANCE MEASURES	
Total Income	£5,295,600
Total Cost	£4,769,300
Profit	£526,300
Profit on Cost	11.0%

Ref	Source	Assumptions and exclusions
[1]	Cass Associates	Assumes all market units
[2]	MHCLG	Residential land values - Blackpool boundary
[3]	SPONS	Affordable private low-rise flats, with no ground condition issues
[4]	SPONS	Surface car parking; 20-22m <sup>2</sup> /vehicle
[5]	SPONS	Integral garage within each ground floor unit
[6]	SPONS	Mixed soft/partial hard landscaping
[7]	RICS	Assume architect, QS, engineer, and PM
[8]	HCA	Demolition and site clearance (low end)
[9]	Industry standard	Assume low contingency only
[10]	Planning Portal	Online fee calculator (floorspace based)
[11]	Online local authority calculator	Application and inspection fees
[12]	Online designing buildings	Agent/promotion
[13]	Online designing buildings	Developer legal fees
[14]	AMION	12 month construction period
		Assumes costs and values at Q2 2019
		Assumes no additional costs for drainage and incoming service connections
		Excludes VAT

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Client:	Cass Associates/Regenda
Job:	Lindsay Court
Version:	1.2 DRAFT - CO version
Prepared by:	AMION
Date:	08/05/2019

<b>Option E</b>	<b>Comprehensive redevelopment</b>
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<b>VALUE</b>								
Assumption Ref		Net	No. units	Area (sq m per unit)	Area (sq m)	Capital value (£/sq m)	Capital value (per unit)	
	<b>PHASE 1</b>							
[1]	2 Bed flats (market)	100%	36	70	2,500	£1,794	£125,000	
	<b>PHASE 2</b>							
	2 Bed flats (market)	37.5%	60	70	4,200	£1,794	£125,000	
	2 bed Flats (market)	22.5%	36	61	2,200	£1,916	£117,500	
[2]	2 Bed flats (affordable)	40.0%	64	32.7%	61	3,900	£1,794	£110,000
			196		12,800			
	<b>GROSS DEVELOPMENT VALUE</b>						£23,270,000	
	Purchasers costs		1.75%				£407,300	
	<b>NET DEVELOPMENT VALUE</b>						<b>£22,862,700</b>	

**COST**

[3]	<b>LAND ACQUISITION</b>	1.65	ha	@	£864,838	per ha	£1,430,500
					£350,000	per acre	
	<b>CONSTRUCTION COSTS</b>				<b>£/sq m</b>		<b>Cost</b>
[4]	Dwelling units	12,800	sq m NIA		£1,250		£16,000,000
[5]	Car Parking (surface)	196	units		£1,500		£294,000
[6]	Externals (amenity space)	6,275	sq m		£30		£188,300
							£16,482,300
	<b>PROFESSIONAL FEES</b>						
[7]	Construction services	7.5%					£1,236,200
							£1,236,200
	<b>ANCILLARY COSTS</b>						
[8]	Demolition & clearance (blocks and garages)	6,240	sq m		£30		£187,200
							£187,200
[9]	<b>CONTINGENCY</b>	5%					£895,300
							£895,300
	<b>OTHER FEES</b>						
[10]	Planning						£43,000
[11]	Building regs						£18,000
							£61,000
	<b>MARKETING &amp; LEGAL</b>						
[12]	Estate agents fees	1.9%					£442,100
[13]	Legal fees	0.6%					£139,600
							£581,700
[14]	<b>FINANCE</b>	5.50%					£534,700
							£534,700
	<b>TOTAL COST</b>						<b>£21,408,900</b>

**PERFORMANCE MEASURES**

Total Income	£22,862,700
Total Cost	£21,408,900
Profit	£1,453,800
Profit on Cost	6.8%

Ref	Source	Assumptions and exclusions
[1]	Cass Associates	Phase 1 units
[2]	Cass Associates	Phase 2 - assuming affordable provision
[3]	MHCLG	Residential land values - Blackpool boundary
[4]	SPONS	Affordable social/private low-rise flats, with no ground condition issues
[5]	SPONS	Surface car parking; 20-22m <sup>2</sup> /vehicle
[6]	SPONS	Mixed soft/partial hard landscaping
[7]	RICS	Assume architect, QS, engineer, and PM
[8]	HCA	Demolition and site clearance (low end)
[9]	Industry standard	Assume low contingency only
[10]	Planning Portal	Online fee calculator (floorspace based)
[11]	Online local authority calculator	Application and inspection fees
[12]	Online designing buildings	Agent/promotion
[13]	Online designing buildings	Developer legal fees
[14]	AMION	24 month construction period Assumes costs and values at Q2 2019 Assumes no additional costs for drainage and incoming service connections Excludes VAT

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LINDSAY COURT																							
OPTION B: ILLUSTRATIVE INVESTMENT APPRAISAL (External refurbishment of existing blocks only)																							
Date	29/05/2019																						
COSTS (£000)	Notes	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL
Item		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	
Land	1																						0
Construction and associated costs	2																						0
Refurbishment	3			(2,408)																			(2,408)
Decanting/compensation	4																						0
Purchase	5																						
Project management	6			(36)																			(36)
Estate management	7		(96)	(96)	(48)	(48)	(48)	(48)	(48)	(48)	(48)	(48)	(48)	(48)	(48)	(48)	(48)	(48)	(48)	(48)	(48)	(48)	(1,056)
<b>Total project costs</b>		<b>0</b>	<b>(96)</b>	<b>(2,540)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(48)</b>	<b>(3,500)</b>
<b>INCOME (£000)</b>																							
Property sales	8																						0
Rent	9																						0
Residents	10				767																		767
Homes England	11				1,535																		1,535
Fylde Council	12		0	36	0																		36
Estate management charges	13		106	106	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	53	1,162
<b>Total income</b>		<b>0</b>	<b>106</b>	<b>142</b>	<b>2,355</b>	<b>53</b>	<b>3,500</b>																
<b>Net (cost)/income</b>		<b>0</b>	<b>10</b>	<b>(2,398)</b>	<b>2,307</b>	<b>5</b>	<b>0</b>																
		1.00	0.97	0.93	0.90	0.87	0.84	0.81	0.79	0.76	0.73	0.71	0.68	0.66	0.64	0.62	0.60	0.58	0.56	0.54	0.52	0.50	
PV		0	9	(2,239)	2,081	4	4	4	4	4	4	3	3	3	3	3	3	3	3	3	2	2	(94)
<b>Disclaimer</b> This investment appraisal is provided for illustrative purposes only and we do not represent, warrant, undertake or guarantee that the information is correct, accurate, complete, or non-misleading.																							
<b>Notes:</b>																							
1	Assumed no land acquisition cost (freeholder remains in situ) N.B. Occupiers may choose to purchase property freeholds through 'collective enfranchisement'																						
2	No construction involved																						
3	From indicative development appraisal 08/05/2019																						
4	No decants involved (occupiers remain in situ) and no loss of garages																						
5	No purchases involved																						
6	Assumed cost of PM (incl. liaison with residents) by RP at 1.5% of costs																						
7	Assumed ongoing charge in 2020 - 2021 (at assumed £1000 per unit p.a.) and future ongoing charge post-development at £500 per unit p.a.																						
8	No sales involved																						
9	No change in rental units involved																						
10	Assumed 33.3% contribution to deficit from owners (average c.£8,000) through for example staged payments and/or equity release																						
11	Assumed balance of funding (66.7%) through HE Estates Regeneration programme (c.£16,000 per unit)																						
12	Assumed contribution to match PM/Resident Liaison costs from Community Estates Fund																						
13	Assumed estate management charge incl. fee																						
	All figures are at current prices (i.e. excluding inflation)																						
	All figures exclude VAT																						

LINDSAY COURT																							
OPTION C: ILLUSTRATIVE INVESTMENT APPRAISAL (External refurbishment of existing blocks together with new infill housing development on the garage court site)																							
Date	29/05/2019																						
COSTS (£000)	Notes	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL
Item		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	
Land	1																						0
Construction and associated costs	2			(4,511)																			(4,511)
Refurbishment	3				(2,408)																		(2,408)
Decanting/compensation	4			(72)																			(72)
Purchase	5																						
Project management	6		0	(115)	(60)																		(175)
Estate management	7		(96)	(96)	(96)	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(1,478)
<b>Total project costs</b>		<b>0</b>	<b>(96)</b>	<b>(4,794)</b>	<b>(2,564)</b>	<b>(70)</b>	<b>(8,644)</b>																
INCOME (£000)																							
Property sales	8				5,296																		5,296
Rent	9																						0
Residents	10				516																		516
Homes England	11				1,032																		1,032
Fylde Council	12		0	115	60																		175
Estate management charges	13		106	106	106	77	77	77	77	77	77	77	77	77	77	77	77	77	77	77	77	77	1,626
<b>Total income</b>		<b>0</b>	<b>106</b>	<b>220</b>	<b>7,009</b>	<b>77</b>	<b>8,644</b>																
<b>Net (cost)/income</b>		<b>0</b>	<b>10</b>	<b>(4,573)</b>	<b>4,445</b>	<b>7</b>	<b>0</b>																
NPV		1.00	0.97	0.93	0.90	0.87	0.84	0.81	0.79	0.76	0.73	0.71	0.68	0.66	0.64	0.62	0.60	0.58	0.56	0.54	0.52	0.50	
		0	9	(4,269)	4,009	6	6	6	6	5	5	5	5	5	4	4	4	4	4	4	4	4	(171)
<b>Disclaim: This investment appraisal is provided for illustrative purposes only and we do not represent, warrant, undertake or guarantee that the information is correct, accurate, complete, or non-misleading.</b>																							
Notes:																							
1	Assumed no land acquisition cost (freeholder remains in situ) N.B. Occupiers may choose to purchase property freeholds through 'collective enfranchisement'																						
2	From indicative development appraisal 08/05/2019																						
3	From indicative development appraisal 08/05/2019																						
4	No decants involved (occupiers remain in situ) but compensation for loss of garages (60 garages x assumed £600 p.a. x 2yrs)																						
5	No purchases involved																						
6	Assumed cost of PM (incl. liaison with residents) by RP at 2.5% of costs																						
7	Assumed ongoing charge in 2020 - 2022 (at £1000 per unit p.a.) and future ongoing charge post-development (140 units) at £500 per unit p.a.																						
8	Assumed sale of 44 new market units @ £122,500 less purchasers costs																						
9	No rental units involved																						
10	Assumed 33.3% contribution to deficit from owners (average c.£5,400 for 96 units) through for example staged payments and/or equity release																						
11	Assumed 66.7% balance of funding through HE Estates Regeneration programme (c.£7,400 per unit for 140 units)																						
12	Assumed contribution to match PM/Resident Liaison costs from Community Estates Fund																						
13	Assumed estate management charge incl. fee																						
All figures are at current prices (i.e. excluding inflation)																							
All figures exclude VAT																							

LINDSAY COURT																																		
OPTION E: ILLUSTRATIVE INVESTMENT APPRAISAL (Comprehensive redevelopment)																																		
Date 29/05/2019																																		
COSTS (£000)	Notes	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL	
Item		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049		
Land	1																																0	
Construction and associated costs	2			(9,989)	(9,989)																												(19,978)	
Refurbishment	3																																0	
Decanting	4			(326)	(326)																												(653)	
Purchase	5			(1,500)																													(1,500)	
Project management	6			(155)	(155)																												(309)	
Estate management	7		(96)			(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(98)	(2,742)
<b>Total project costs</b>		<b>0</b>	<b>(96)</b>	<b>(11,970)</b>	<b>(10,470)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(98)</b>	<b>(25,183)</b>	
<b>INCOME (£000)</b>																																		
Property sales	8				6,250	6,250																											12,500	
	9																																1,485	
	10																																1,485	
Rent	11					176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	4,739
Residents	12																																0	
Homes England	13				1,648																												1,648	
Fylde Council	14		0	155	155																												309	
Estate management charges	15		106			108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	3,016
<b>Total income</b>		<b>0</b>	<b>106</b>	<b>155</b>	<b>8,053</b>	<b>6,533</b>	<b>283</b>	<b>3,253</b>	<b>283</b>	<b>25,183</b>																								
Net (cost)/income		0	10	(11,816)	(2,417)	6,435	185	185	185	185	185	185	185	185	3,155	185	185	185	185	185	185	185	185	185	185	185	185	185	185	185	185	185	0	
Cumulative		0	10	(11,806)	(14,223)	(7,788)	(7,603)	(7,417)	(7,232)	(7,047)	(6,861)	(6,676)	(6,491)	(6,305)	(3,150)	(2,965)	(2,780)	(2,594)	(2,409)	(2,224)	(2,038)	(1,853)	(1,668)	(1,482)	(1,297)	(1,112)	(926)	(741)	(556)	(371)	(185)	0		
		1.00	0.97	0.93	0.90	0.87	0.84	0.81	0.79	0.76	0.73	0.71	0.68	0.66	0.64	0.62	0.60	0.58	0.56	0.54	0.52	0.50	0.49	0.47	0.45	0.44	0.42	0.42	0.42	0.42	0.42	0.42		
NPV		0	9	(11,030)	(2,180)	5,608	156	151	146	141	136	131	127	123	2,018	114	111	107	103	100	96	93	90	87	84	81	78	78	78	78	78	78	(2,928)	

**Disclaimer** This investment appraisal is provided for illustrative purposes only and we do not represent, warrant, undertake or guarantee that the information is correct, accurate, complete, or non-misleading.

**Notes:**

- Assumed no land acquisition cost (freeholder remains in situ) N.B. Occupiers may choose to purchase property freeholds through 'collective enfranchisement'
- From indicative development appraisal 08/05/2019
- No refurbishment involved
- Home loss & disturbance costs (equivalent to elements of CPO compensation)
- Assumed voluntary purchases by RP at assumed current market value
- Assumed cost of PM (incl. liaison with residents) by RP at 1.5% of costs
- Assumed ongoing charge in 2020 (at £1000 per unit p.a.), nil during development works, and future ongoing charge post-development at £500 per unit p.a.
- Assumed sale of 100 new market units @ £125k
- Assumed average of 75% on future sales of 33 owner occupied units (illustratively shown in Y10 to provide an average but would be over an unknown number of years)
- Assumed average of 75% on future sales of 33 units 'bought to let' (illustratively shown in Y10 to provide an average but would be over an unknown number of years)
- Assumed net rental income of £5850 p.a. (£650pcm x 12 = £7800 p.a. x 75%) on 30 units bought to let by the RP
- Assumed no additional income from residents
- Assumed balance of funding through HE programmes (c.£8,400 per unit for 196 units)
- Assumed contribution to match PM/Resident Liaison costs from Community Estates Fund
- Assumed estate management charge incl. fee
- All figures are at current prices (i.e. excluding inflation)
- All figures exclude VAT



## Appendix J; Initial development options (Feb 2019)



**Key Points :**

- Service charge/freeholder-funded repairs/renewals only
- Continued deterioration in living conditions
- Potential ultimate unfitness for habitation

**Issues to be determined:**

- Alternative delivery and future management arrangements
- Value for money and affordability





### Key Points :

- + Wind and weather tightness of blocks achieved
- + Medium-term future of the homes secured
- + Relatively low disruption to occupiers
- + Relatively short timescale
- Significant cost cannot be offset
- Partial approach to estate renewal
- Longer-term issues may remain

### Issues to be determined:

- Alternative delivery and future management arrangements
- Value for money and affordability



# Option C: Refurbishment of the external envelopes c/w development of the garage court

# Lindsay Court



## Key Points :

- + Wind and weather tightness of blocks achieved
- + Medium-term future of the existing homes secured, and longer-term future of new homes
- + Relatively low disruption to occupiers
- + Relatively short timescale
- Significant costs but can be partially offset by land and/or property sales
- Still partial approach to estate renewal
- Longer-term issues still remain for existing homes

## Issues to be determined:

- Alternative delivery and future management arrangements
- Value for money and affordability



# Option D: Development of the garage court, together with rebuilding some blocks, refurbishment of remaining external envelopes

# Lindsay Court



## Key Points :

- + Wind and weather tightness of retained blocks achieved
- + Medium-term future of the existing retained homes secured, and longer-term future of increased number of new homes
- + More substantial approach to estate renewal
- Increased disruption to occupiers, in particular within non-retained blocks
- Increased timescale, in particular to non-retained blocks
- More significant costs, but can be partially offset by land and/or property sales
- Longer-term issues still remain for retained homes, but reduced overall

## Issues to be determined:

- Alternative delivery and future management arrangements
- Value for money and affordability





## Key Points :

- + Modern building design and improved estate layout achieved
- + Long-term future with new homes secured
- + Potentially increased density
- + Significant cost, but may be substantially offset by land and/or additional property sales
- + Comprehensive approach to estate renewal
- + Longer-term issues significantly reduced

## Issues to be determined:

- Alternative delivery and future management arrangements
- Value for money and affordability





## Appendix K; Further development options (March 2019)

# Option C1: Refurbishment of the external envelopes c/w development of the garage court

# Lindsay Court



## Development of garage court at 3 storey, dual aspect units :

- + Net internal floor area: 1715m<sup>2</sup>, 18,450ft<sup>2</sup>
- + Potential split:  
Either 24 units @ 750ft<sup>2</sup> (2 Bed) (18,000ft<sup>2</sup>)  
Or 30 units @ 615 ft<sup>2</sup> (2 Bed) (18,450ft<sup>2</sup>)
- + Parking 1 space / unit

Note: Parking associated with existing garages to be accommodated elsewhere onsite, in red hatch areas (if required)

Option C1: Value created assuming affordable provision at 30%	Option C1
Revenue (GDV)	£3,350,000
Costs	£2,800,000
Max. gross value created	£550,000



# Option C2: Refurbishment of the external envelopes c/w development of the garage court

# Lindsay Court



## Development of garage court at 4 storey, single aspect units :

- + Net internal floor area: 2070m<sup>2</sup>, 22,240ft<sup>2</sup>
- + Potential split:  
32 units @ 695ft<sup>2</sup> (2 Bed) (22,240ft<sup>2</sup>)
- + Parking 1 space / unit

Note: Parking associated with existing garages to be accomodated elsewhere onsite, in red hatch

Option C2: Value created assuming affordable provision at 30%	Option C2
Revenue (GDV)	£3,750,000
Costs	£3,500,000
Max. gross value created	£250,000





## Comprehensive estate redevelopment:

- + Net internal floor area: 13,580m<sup>2</sup>, 146,100ft<sup>2</sup>
- + 231 Units, Potential Split:  
135 units @ 550ft<sup>2</sup> (1 Bed) (74,100ft<sup>2</sup>)  
96units @ 750ft<sup>2</sup> (2 Bed) (72,000ft<sup>2</sup>)
- + Parking 1 space / unit

Option E: Value created assuming affordable provision at 30%	Option E
Revenue (GDV)	£24,100,000
Costs	£22,000,000
Max. gross value created	£2,100,000





## Appendix L; Fylde Council planning officer informal comments

**Subject:** FW: Lindsay Court Preferred Options 21st August 11am Fylde Council

Hi Kirstine

As discussed at yesterday's meeting I have put some initial thoughts together on the schemes that have been presented on this site. This is based on Cass Associates drawing 1461-SK02 rev B and is has my reference ENQ/19/0157.

### Principle

The site is allocated in the settlement as set out in the Fylde Local Plan to 2032 and the St Annes neighbourhood Plan. It is in a general area where residential development is encouraged as part of the Blackpool Periphery Strategic Location for Development and is currently in a residential use. As such the redevelopment of the site for residential purposes, even a more intensive form than the current one, will be acceptable in principle.

It will need to comply with the normal planning considerations such as good design, access arrangements, parking provision, ecological impacts, neighbour relationships, etc. as set out in the policies of these plans. At present the proposals are clearly at an embryonic stage and so the opportunities for comment are limited but I will provide some brief thoughts below.

I note that the intention is to bring in a RP partner to this project and so this should enable the scheme to meet the policy requirement for 30% of the development to be affordable housing as defined in Annex 2 of NPPF.

### Access and Parking

There are currently 2 access points to the site. I expect that these will be suitable for the additional development that is proposed, but this is a matter that would need to be checked with the relevant highway authority which is Lancashire County Council for the Clifton Drive North access and Blackpool Council for Squires Gate Lane although I suspect that LCC will lead on this. Their details are available here

<https://www.lancashire.gov.uk/business/business-services/pre-planning-application-advice-service/pre-planning-application-highways-advice-service/>

### Option C

This option involves the erection of 3 blocks on the site of the current garages. The initial thoughts on this are:

- The garages seem to provide some useful function for parking from my observations and so any application will need to consider how the parking needs of the whole site are addressed. The parking standards would suggest that 2 spaces are needed for a 2 bedroom flat, although I expect that this can be reduced given the accessible location of the site. One issue with this is how the residents would access these services given the change in levels which means that any residents in this corner of the site with mobility needs would have to go via the CDN access. The plans indicate that some replacement parking is to be provided on site, and further details of the numbers, location, layout, etc. of this along with its impact on the open space on the site will need to be considered
- Block A is shown at being 4 or 5 storey. This is fine given the change in levels and the scale of other development in that area. This building will create significant harm to the adjacent flats in the site as they have main window on their side elevation albeit these may be one of two windows to the rooms involved.
- Blocks B and C are shown at 4 storey. These create unacceptable impacts to each other and the retained Lindsey court flats due to their height and proximity. The council's flat design guide provides some details on the separations that are appropriate to protect neighbouring amenity where taller buildings are proposed, and assuming that these have habitable windows on all elevations they do not comply with this. At present the B – C separation is 15m and needs to be expanded to 49m to comply with this guidance or the buildings designed without habitable windows to their side elevations. The separation to the existing flats is 21m and needs to be 42m to comply with the design guide. The overall solution seems to be to reduce these blocks to be 2 storey in height as they would then comply with the spacing needs.
- There is no meaningful open space provided as part of this scheme. Whilst there is a potential for the development to provide a commuted sum to improve facilities in the area I am not sure where this could reasonably be spent to support the needs of these residents.

- Obviously this retains the existing flats largely as at present, and so a mechanism to secure the upgrading of these as a part of this development would need to be provided, although this is not strictly a planning consideration.

#### Option E

This option involves the wholesale redevelopment of the site in 2 phases, although my comments here refer to the whole scheme only.

- This provides a better layout and design solution to the site
- There are also neighbour relationships issues with this scheme, in particular to the pontins development which is a 2 storey development and so the blocks P2C and P2D would need to be separated from these properties by 35m to comply with the flat design guide and are currently only 23m away. If the phase 1 blocks are to be 4 storeys they should be separated by 49m rather than the 22m shown.
- To address the neighbour inter-relationship issues that exist with this layout I think that there is a need to revise the heights of the blocks as follows: Blocks P2A and P2B alongside Squires Gate Lane can all be 4 storey, Blocks P2C and P2D need to be reduced to 3 storey and pulled into the site by a few meters to improve the relationship to the Pontins properties, and the Phase 1 element needs to be reduced to a mixture of 3 storey to Squires Gate Lane and two storey elsewhere to ensure they have acceptable relationships with each other and their neighbours, or Phase 1 can be revised.
- The POS would be of little value as shown on the plan. A better option would be to place this to the centre of the site and relocate the parking for PD2 to the rear so that it is between the site and the pontins development.
- The Blocks fronting Squires Gate Lane push forward of the 'building line' from Lemon Tree Court and I am not sure why this is necessary. Can this be pulled back to line these through with that development to provide a less awkward relationships.

I hope that these comments assist with moving the project forward, but if you wish for any further thoughts on a revised scheme please let me know/

Regards

Andrew

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