

Corrections to South Wigston Residents' Forum Minutes of Meeting that took place 31st October 2023. All words in red are corrections / clarifications.

Throughout this section of the Minutes, it is clear the drafter did not truly understand the position on the Waterside Gardens Estate vis a vis the balancing pond thereon and separately, the Public Open Space. The drafter confuses the two areas.

Residents pay a rent charge to FirstPort Property Services who were appointed by the developer, Barratt Homes North Midlands Ltd to cut grass and repair the wooden slatted fence at the balancing pond situate the first corner on Windlass Drive. Residents do not pay them to maintain the Public Open Space. The Public Open Space is currently not maintained and has been left to deteriorate now for 7 years due to an impasse between the relevant parties involved. The residents pay full council" tax and on top, an annual rent charge for partial maintenance at the pond. Severn Trent Water maintain the pond workings, pipe work and head walls.

Balancing Pond off of Windlass Drive / Public Open Space Opposite Windlass Drive – Residents noted an increase in rats in this area as it remains overgrown. A letter was received by residents from the property developers, **Barratts**, (not Barratt's. It was from the landowner, J.H Hallam and Son Limited) that was forward to the Council and to Dave Gill, but no response has been received to date. **The letter details how the developers and the Council appear to be at an impasse blaming each other for the handover of the land having not taken place to date.** This last sentence should be re-written to say - The letter details how J.H.Hallam & Son Limited and the Council appear to be at an impasse regarding the handover of the area from Barratt's to the Council. The letter stated that J.H. Hallam & Son Limited have been frustrated over the last 10 years or so, by the fact that the Public Open Space Area has not been dealt with in accordance with what was originally intended and agreed within the Section 106 Agreement. Barratt's were given a licence over the area and under the S106 Agreement, were obliged to maintain the area for a period of 12 months after the last house was occupied. At this point, a lease was to be entered into by OWBC to carry on with the maintenance provided that Barratt's had maintained the area to an acceptable standard. Nothing has happened now for 7 years since that first 12 months maintenance ended. A request was made for a response from the Council to be provided to residents in the Windlass Drive area.

Residents are very frustrated at the lack of progress regarding this open space and the lack of information being made available to them from both **Barratts** (not Barratts - it should say J.H.Hallam & Son Limited) and the Council. **Residents in the Windlass Drive area note that they are effectively paying two lots of Council Tax as they are also paying a property management company for the open space.** (This sentence should read:- Residents on Windlass Drive, Cutting Close and Keel Close note that they are effectively paying two lots of Council Tax, as they are also paying a property management company for the maintenance at the balancing pond situated on the first corner of Windlass Drive). The Chair explained how the Council are unable to prevent developments taking place where a property management company will be operating at the completion of the building process.

Residents expressed further frustration that they feel their houses are becoming unsellable given the situation with the property management company, with residents having to develop their own 'help sheets' for neighbours who are looking to sell their property. Residents note that they were unaware of the **property management fees** (these last three words should be replaced with the words - the true extent, implications and meaning

of a "rent charge" being applied. They were only told there would be an annual fee to cut the grass and repair the wooden fence at the balancing pond) when purchasing their homes, and that their solicitors were also unaware of Barratt's (words to be added here "and Barratt's appointed managing agent, a company called FirstPort Property Serviced Ltd's) ability to evict people from their homes for not paying those fees, or the value of the bills they were to expect. Some residents have taken additional legal advice at their own costs to vary the **contracts** (the word "contracts" should be replaced by - "TP1 - "Transfer of Part of Registered Title" which forms part of the property's land registry documents" **they have in place with Barratts.** (These last 6 words should be struck out). Other residents noted that **Barratts** (again this is the wrong party - it should say "FirstPort Property Services") have sent copies of their bills for property management to several former addresses to reach them, with bills arriving after several months to years of occupying those properties without knowing they would be liable for the associated costs.

The Chair noted that the frustrations raised by residents in regard to Windlass Drive influenced how the Council approached the development of the new estate on Newton Lane. There were no grounds for the Council to refuse planning permission for the development at Windlass Drive with the inclusion of a property management company in lieu of Section 106 monies. The Chair will raise the question as to the legal status of developers being able to operate a property management company in lieu of Section 106.

Residents pay management charges to **Barratts** (again the wrong party - it should say "FirstPort Property Services") to cut the grass at the balancing pond and to maintain the bordering fence which is also covered by (add the words "property damage, public liability and") terrorism insurance which residents are also charged for. Residents **believe** (this word should be removed and replaced with the words - "were told by Barratts") that the Council was given the opportunity to adopt the pond which the Council rejected; the Chair refutes this. Residents have noted that some of their neighbours have taken it in to their own hands to mow the grass at the edge of the open space in some effort to maintain it as a barrier between the open space and the highway.

Members note that a response needs to be made to residents from Mr Gill in light of letters submitted to the Council, and that the lack of response is not in line with the Council's Service Standards. It has been noted that residents not present at this meeting have provided a statement to residents who are in attendance supporting the points raised.