DORSET HOUSE – OPEN MEETING OF LEASEHOLDERS, JUNE 24TH 2025

At Westminster University, Marylebone Road : 6:30 pm

Welcome & Introduction

- Sol Unsdorfer MD of Parkgate Aspen introduces Landlord & Freeholder representative Ken McDougal, and Michael Sanders of the landlord's professional team dealing with the upper floors refurbishment. Also House Manager Jimmy Haralambous and Parkgate's staff & HR consultant Philip Cove, highlighting their roles and expertise in staff standards and porterage needs.
- Sol opened displayed a chart showing the trend of actual service costs for the past 6 years being well below RPI. Excluding the volatile costs of energy and insurance, the increase of net running costs was just 6.5% over the 6-year period, despite the increased compliance costs arising from the new Building Safety Act and its impact on such high rise buildings (HRBs).
- Sol explained the role of the government's new Building Safety Regulator (BSR) and the decentralization of building regulations approval for HRBs. Effectively, major delays on even the most basic alterations to flats and common areas.

Introduction of Michael Saunders and Major Works Updates

- Sol introduces Michael Sanders of Archer Architects to answer questions about the major works and refurbishment of upper floors and door replacements.
- Michael Sanders explains the priority of building works to ensure safety and access.
- Issues identified with door repairs and the unacceptable practices of a subcontractor are discussed.
- Access and the professional team's proactive measures to address the issues and ensure compliance.

Challenges with Door Replacements and Subcontractor Performance

- Michael Sanders explained how his team spotted unauthorised alterations by the door installers (subcontractors of Axis) to remedy carpentry errors. Efforts by the subcontractor to render their alterations & filler material certifiable for fire safety failed and affected doors were ordered to be removed and replaced with new.
- This resulted in a delay whilst new door installers were appointed by Axis having lost confidence in their initial subcontractors.
- It was explained that this is what good supervision looks like and that there would be no extra cost on our side arising from this mishap; it was a matter between Axis and their choice of subcontractors.

- Michael Sanders explained the alternate supply chain and the plan to replace unacceptable doors in Tower Two.
- In response to questions from leaseholders, Michael explained the approach to differing door thresholds (where private flooring oversailed the demise line of certain flats) and a discussion about the thickness of doors as compared to the originals installed in the 1930s.
- One leaseholder mentioned that neighbouring Berkeley Court did not require new front doors but just alterations. It was explained that as a listed building Dorset House had very different constraints and it took years to get a replacement door finally approved.

Window Replacement and Compliance Issues

- In response to questions from the floor Sol explained the challenges of replacing windows, already handicapped by long delays for Listed Buildings approval and now subject to the new strictures of building safety legislation and the need to seek Building Regulations consent direct from the BSR.
- Sol outlines the plan for window replacements. The first replacements would be in the entrance lobby, albeit that the planning consent dates back to the lobby refurbishment period. As for replacement of flat windows, the plan was to carry out a sample replacement and use it as a test case for BSR approval of Building Regs for all others in the building, thus saving time and cost to all leaseholders wanting replacements.
- Sol reminded leaseholders that windows were demised to them and their responsibility to repair/replace outside the scope of the service charge / reserve fund. The idea was that replacement prices would be quoted for each elevation in the upcoming phased programme of external repair and decoration with quantity discounts and the use of scaffolding already in situ. Leaseholders who wanted replacements would need to sign a private order accepting the quotation outside the scope of service charges.

  Windows found, on close inspection from scaffolding, to be dangerous would be condemned and a repair notice served on the relevant leaseholders to sign up for replacement, failing which the replacement would be carried out in default and the cost sued for to include legal and other enforcement costs.
- The refurbishment of main stairwells was dependent on the procurement of new full length glazing (curtain walling) as part of the external works programme being specified by the landlord's building surveyors Construct/Consult and the swing doors to the stairwells remained unresolved with the Listed Buildings officer.
- In reply to a question from the floor, Sol confirmed that the rear doors to flats would be part of a separate replacement project. Many rear doors had long since been bricked up and care would be taken in the specification to allow for these and also for irregularities in unofficial structures created in adjoining voids.
- One leaseholder asked if some of the open areas could be converted to a garden and possibly a gym could be created. Sol pointed out the constraints on funding 'improvements' out of service charge funds, but would discuss options with the landlords.

Maintenance and Alterations in the Building

- In answer to a question about alterations protocols, it was confirmed that all builder arrivals were monitored by Jimmy and his staff and leasehold owners reminded that their plans needed to be submitted to the landlord's surveyor for approval in advance. Some works recently undertaken without consent were ordered to be reversed at the owner's cost.
- Sol said that the rules would be recirculated as part of a determined effort to protect our newly refurbished common parts from abuse by unsupervised or non-compliant alterations and unlawful short lettings occasioning excess traffic of removals and baggage.

Right to Manage

- Mr McDougal said the landlord was aware that some tenants were enquiring about RTM. He said that whilst the landlords derived no financial interest in the residential management, they had invested vast amounts of money in upgrading the commercial tenancies on all four frontages, as well as the petrol station and car park which had markedly improved the status of Dorset House as a whole.
- Sol pointed out that his firm managed several RTM buildings across London and one of the major drawbacks was lack of creditworthiness. As compared with landlords, RTM companies have zero assets and are asked to provide sureties for major contracts and lodge heavy deposits to gas and electricity suppliers, sometimes up to 30% of the annual billing in advance.
- Looking at Dorset House itself, it would be doubtful that Axis or any of the other bidders for the upper floors project would have signed a contract with an assetless RTM company with no credit history. Even more so is the case for the upcoming external works project where the value of the landlord's commercial investment will be critical in obtaining competitive tenders for such a major project.

The meeting ended with thanks to all in attendance in person and online.

ParkgateAspen