

1

Monday, 31st July 2006

2 (12.00 pm)

3 THE CHAIRMAN: Good afternoon, the Inquiry is resumed. This  
4 Inquiry is into the London Development Agency (Lower Lea  
5 Valley, Olympic and Legacy) Compulsory Purchase Order  
6 2005. My name is David Rose and I am the Lead Inspector  
7 appointed by the Secretary of State.

8 This session is to hear an objection by the East  
9 London Bus & Coach Company Limited. Advocates are  
10 invited to remain seated, please.

11 I shall take formal appearances in the usual way.

12 Who appears for the London Development Agency, please?

13 MR GLOVER: Sir, I do. I am Richard Glover and I am  
14 counsel.

15 THE CHAIRMAN: Thank you. Are you calling any witnesses?

16 MR GLOVER: Sir, yes. I will be calling Gareth Blacker.

17 Sir, he speaks to a document that has been misnumbered.

18 I say misnumbered; its numbering has not kept up with  
19 the fact that these objectors are appearing at the  
20 Inquiry, so it is numbered LDA/REP -- as opposed to  
21 REB -- REP/194, which is their objector number.

22 Sir, you may also want to have to hand Mr Blacker's  
23 proof, LDA/REB/33; 35, I am being told.

24 THE CHAIRMAN: I was hoping you were going to say 35 because  
25 that is the one I have. If it is 33, I can get it.

1 MR GLOVER: No, I am told 35, sir. My apologies. That is  
2 the one about interim arrangements.

3 THE CHAIRMAN: Yes. Thank you. Anything further,  
4 Mr Glover?

5 MR GLOVER: Sir, my learned friend has told me that they had  
6 been expecting Mr Murray to be giving the evidence.  
7 That is not the case. If it turns out that there are  
8 questions that Mr Blacker cannot deal with, then we will  
9 be able to field Mr Murray, but it is not our intention  
10 to do so. As I say, we suspect that Mr Blacker will be  
11 able to deal with all of the points.

12 THE CHAIRMAN: Thank you. If he cannot, I take it that  
13 Mr Murray is available, is he?

14 MR GLOVER: Yes.

15 THE CHAIRMAN: Thank you. Who appears for the objector,  
16 please?

17 MR FRASER-URQUHART: Sir, I appear for the objector. My  
18 name is Andrew Fraser-Urquhart. I am instructed by  
19 Messrs Herbert Smith, I am counsel, obviously, and  
20 I will be calling one witness today, Mr Nigel Barrett,  
21 and I believe you do have a proof of that. Well, no,  
22 you have a proof of evidence in the name of Mr Arnold.

23 THE CHAIRMAN: Yes, I have seen the e-mail correspondence  
24 but I am happy for you to just briefly explain it.

25 MR FRASER-URQUHART: The situation simply is that at the

1 time the evidence was prepared Mr Arnold was in post as  
2 the managing director of the company. He is now no

3 longer in post and his successor is Mr Barrett, who will  
4 give that evidence.

5 THE CHAIRMAN: Thank you. Do you wish to make an opening  
6 statement?

7 MR FRASER-URQUHART: Sir, yes.

8 THE CHAIRMAN: Just briefly in terms of procedure in  
9 a moment I will hear your opening statement, then if we  
10 can hear from Mr Barrett, please, then the LDA's witness  
11 will be fielded for cross-examination.

12 MR FRASER-URQUHART: Sir, as you wish it.

13 THE CHAIRMAN: So may I hear your opening statement, please?

14 MR FRASER-URQUHART: Sir, yes. I have reduced it into  
15 writing.

16 THE CHAIRMAN: Thank you. (Handed)

17 Opening statement by THE OBJECTORS

18 MR FRASER-URQUHART: Sir, I appear for the  
19 East London Bus & Coach Company, but you will also hear  
20 us referred to as Stagecoach, colloquially, as we are  
21 part of the Stagecoach Group. Sir, we maintain an  
22 interest in the plots I have listed for you, which are  
23 of course proposed for compulsory purchase.

24 Sir, those plots make up two bus garages and a staff  
25 parking area, all of which are located off

1 Waterden Road. One garage, for your information, sir,  
2 is known to the company as Stratford and one as  
3 Waterden Road.

4 Sir, as you will probably know, the company is  
5 a major provider of bus services across London. From

6 Stratford we operate some 170 vehicles on nine separate  
7 bus routes, whilst the Waterden Road operation operates  
8 67 vehicles on two services with some private hire work  
9 as well, and one of the services uses 47 of the new  
10 bendy buses. The garages also have the full range of  
11 maintenance, training, administration and staff  
12 facilities and the combined operation of those two  
13 depots represents just over 20 per cent of Stagecoach's  
14 operation in London, and all of East London's training  
15 facilities.

16 Sir, it is the substance of the proceedings today,  
17 in order to secure confirmation of the CPO, as I am sure  
18 you are fully familiar with, the LDA are required to  
19 establish a compelling case in the public interest. But  
20 we say, sir, that the consideration of the public  
21 interest must be wide-ranging and not just limited to  
22 the scheme's benefits, and the provision and expansion  
23 of efficient bus services is plainly a matter of the  
24 public interest, and is a necessary corollary of the  
25 increased use of non-car modes of travel which is, of

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1 course, a central plank of all planning policy.

2 Moreover, sir, as a service which continues to  
3 attract an increasing level of public subsidy, the  
4 continued efficient operation of bus services is  
5 necessary for the efficient use of public resources.

6 Finally, sir, given the degree of regulation of this  
7 important public service, the company's commercial

8 interests and its ability to expand are also dependent  
9 on the efficient performance of its routes.

10 Now, sir, in this case, the LDA have identified  
11 potential suitable relocation for the garages at the  
12 so-called Parcel Force site in West Ham. This in  
13 principle is acceptable to the company. But what we go  
14 on to say, sir, is this:

15 Identification is not enough. There are at present  
16 a range of practical difficulties with that site, and  
17 with the possible interim provision of facilities, and  
18 the company's case remains that until these are shown to  
19 be capable of satisfactory resolution, the CPO should  
20 not be confirmed.

21 Hence we say, sir, that no planning permission,  
22 planning application or even detailed design for the  
23 Parcel Force site exists.

24 There is no certainty as to when Parcel Force will  
25 actually vacate sufficient of the land to permit the

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1 extensive -- and they are extensive -- necessary works  
2 to begin. Concerns remain about the size of and access  
3 to the site. The terms offered to the company are  
4 unfavourable and the interim arrangements, which  
5 absolutely need to be clear and deliverable given that  
6 delays in the Parcel Force site are wholly foreseeable,  
7 are currently, we say, anything but that.

8 So, sir, for all those reasons we say that the CPO  
9 should not be confirmed and that will be our case to you  
10 today.

11 THE CHAIRMAN: Thank you. Can I now hear from  
12 Mr Nigel Barrett, please. If you would like to come  
13 down here.

14 MR NIGEL BARRETT (called)

15 MR FRASER-URQUHART: Sir, in support of his evidence,  
16 Mr Barrett introduces two additional documents. They  
17 have been given to my learned friend but if I can  
18 perhaps just pass them up now?

19 THE CHAIRMAN: Yes, please. (Handed).

20 Examination-in-chief by MR FRASER-URQUHART

21 MR GLOVER: I wonder if those behind me can have copies,  
22 particularly of the plan.

23 MR FRASER-URQUHART: Unfortunately that presents a problem.  
24 We have had some logistical difficulties photocopying  
25 the plan. More copies are on their way as we speak but

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1 they will be in here in a few minutes' time. At the  
2 moment we only have two copies in the room available.  
3 My learned friend has one, you have the other, sir.

4 THE CHAIRMAN: In terms of a few minutes, do you know how  
5 long that might be? I am wondering whether we should  
6 adjourn.

7 MR GLOVER: Sir, let us press on. If it becomes impossible  
8 to continue, I will indicate.

9 THE CHAIRMAN: Please do.

10 MR FRASER-URQUHART: The matter is really dependent on  
11 Mr Barrett's ability to speak to the plan without having  
12 it in front of him, which is not impossible.

13 THE CHAIRMAN: We will see how we go.

14 MR FRASER-URQUHART: Thank you, sir.

15 THE CHAIRMAN: So far as the statement is concerned, I have  
16 read that, its contents are familiar to me. It is  
17 relatively brief, so if there are any parts of it that  
18 you want read to the Inquiry, I am happy on that basis,  
19 or if there are matters that you wish your witness to  
20 develop, I will leave it entirely to your discretion.

21 MR FRASER-URQUHART: Thank you, sir. Sir, there are one or  
22 two points of correction that I will need Mr Barrett to  
23 go to.

24 First of all, sir, given that he was not the  
25 original author of this statement, it is probably

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1 appropriate for him to give some of his personal  
2 background to you.

3 THE CHAIRMAN: It is, yes, please.

4 MR FRASER-URQUHART: Then he can confirm the statement is  
5 correct, if he may, and then I will take him to one or  
6 two brief passages of it.

7 Mr Barrett, good morning.

8 A. Good morning.

9 Q. Can you please tell the Inspector in brief terms,  
10 please, your career history and qualifications to speak  
11 on these matters?

12 A. Yes, I am currently the managing director of Stagecoach  
13 in London, having been in post for eight weeks. I have  
14 been in the industry for nearly 35 years. I started my  
15 career in London in 1970 and worked for 24 years within

16 the London environment before Stagecoach took over two  
17 of the companies in London. I have had experience in  
18 Stagecoach in Malawi, working in Africa, working for  
19 South West Trains when I returned from Africa, and  
20 recently I have held two managing director posts, one in  
21 Teeside in the North-East and one in Carlisle in the  
22 North-West. I come today with that experience behind  
23 me.

24 Q. Thank you very much. You have presumably seen the  
25 statement prepared by Mr Arnold on the company's behalf?

8

1 A. Yes, I have.

2 Q. As far as you are concerned, are the contents of that  
3 statement, save for the corrections on the bus services  
4 that we will deal with in a moment, save for that, is  
5 that statement correct as far as you are concerned?

6 A. Yes, it is.

7 Q. Thank you very much. Can you now please go to  
8 paragraph 3 of the statement where there are details of  
9 contractual dates, routes and peak vehicle requirements.  
10 I understand you have some additional updated  
11 information on those matters?

12 A. Yes, the first route that says that the expiry date  
13 is July 2007, the company has now secured an extension  
14 of two years to that contract. For the purpose of the  
15 numbers, 205 PVR is actually 210, but that is quite  
16 normal in these instances. There are fluctuations from  
17 time to time with minor amendments to contracts.



18 Q. Sorry, I think you skipped a step there. You said 205  
19 becomes 210?  
20 A. Yes.  
21 Q. 210 is a total of all of them?  
22 A. It is, yes.  
23 Q. That total should probably be 210?  
24 A. Yes.  
25 Q. Thank you very much. Just for the Inspector's note,

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1 PVR, peak vehicle requirement, is that the total number  
2 of buses required to provide that for each service?  
3 A. That is the total number of buses that are required to  
4 operate on the route. Obviously the company maintains a  
5 number of spare vehicles in order to keep those numbers,  
6 which is around 13 per cent of the total number.  
7 Q. Thank you. Can we now please move forward to  
8 paragraph 7 of your statement. I would like you to read  
9 to the Inquiry 7, 8 and 9 and then we will deal with one  
10 or two supplementary matters.  
11 A. "Without the depot, Stagecoach will be left with no  
12 means of operating its existing routes. Since we have  
13 little spare capacity in our other depots we would have  
14 to probably give notice of termination of the contracts  
15 to TFL with the ensuing financial penalties. Of course  
16 TFL would then have difficulty finding another operator  
17 since they may not have the necessary infrastructure to  
18 take up the operations. We could have a situation  
19 whereby a very large number of Londoners could be  
20 without their bus facility.

21 "When bidding on contracts for new routes, the  
22 position will be equally prejudicial. The existing  
23 depots are close to central London and are therefore  
24 ideally located to bid for other operators' work. The  
25 loss of sites would restrict the possible future growth

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1 of the company."

2 Q. Now matters of alternative sites, please.

3 A. "Setting up a bus depot is a very complicated process,  
4 not least from a planning perspective, due to the  
5 likelihood of objections, especially in circumstances as  
6 here where there is often noisy activity at night.  
7 There is a restricted market for this type of premises  
8 and I am only aware of one possible alternative site at  
9 present. This site would need planning permission for  
10 a bus depot and would then have to be purchased, located  
11 and cleared ..."

12 THE CHAIRMAN: Excuse me, could I stop the witness? He  
13 seems to have a different version.

14 MR FRASER-URQUHART: He does. I thought he was paraphrasing  
15 as he read. It has gone slightly beyond that now.

16 A. I do apologise.

17 THE CHAIRMAN: It is not the first time in this Inquiry. Is  
18 it just the witness who does not have --

19 MR FRASER-URQUHART: It looks like it, sir.

20 THE CHAIRMAN: Is yours the correct script?

21 MR GLOVER: I am not in a position, sir, to tell you what  
22 the correct script is.

23 MR FRASER-URQUHART: Sir, we all have copies that are signed  
24 and dated 13th April.  
25 THE CHAIRMAN: Mine is as well.

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1 MR FRASER-URQUHART: I understand that is what has been  
2 downloaded from the website where all these documents --  
3 THE CHAIRMAN: That is the one that should be presented. Is  
4 there a copy that could be passed over?  
5 MR FRASER-URQUHART: There is. I am just looking over to  
6 the witness, who does not have a signed version, so I  
7 suspect that is where that has come from.  
8 THE CHAIRMAN: The difference seems to fairly slight but I  
9 think we will read from the authorised version.  
10 MR FRASER-URQUHART: I do apologise.  
11 A. Would you like me to start from 9 again?  
12 Q. Yes, please.  
13 A. I certainly will:  
14 "Setting up a bus depot is a very complicated  
15 process, not least from a planning perspective, due to  
16 the likelihood of objections, especially in  
17 circumstances as here where there is often noisy  
18 activity at night. There is no formal market for bus  
19 depots. I am only aware of one theoretical alternative  
20 site at present, which is not currently used as a bus  
21 depot. That site, or indeed any other which is not  
22 already a bus depot, would first need to go through the  
23 planning permission process for the change of use to bus  
24 a bus depot or they would have to be vacated and cleared  
25 before the building of a new depot could start with all

1 its associated bus maintenance facilities. Only if the  
2 process commenced immediately and there was little  
3 difficulty over the purchase and necessary permissions  
4 could this site be available by the end of  
5 2007/beginning of 2008."

6 Q. Thank you very much. Just one or two supplementary  
7 matters, please.

8 First of all, in paragraph 9, where there is  
9 reference to one theoretical alternative site, just for  
10 your confirmation, that is the Parcel Force site?

11 A. Yes, it is.

12 Q. Can you please share with us your experience of the  
13 build-out times usually necessary for bus depots?

14 A. I have been involved in one other new depot build and  
15 obviously have knowledge throughout the Stagecoach  
16 businesses that it is usually 18 months from conception  
17 to delivery at the very minimum before a fully  
18 operational bus depot was available.

19 THE CHAIRMAN: Does that include making the planning  
20 application?

21 A. It does, yes, sir.

22 MR FRASER-URQUHART: Thank you. Now, you have produced  
23 a plan which currently the Inspector and the other side  
24 have the benefit of, but you do not. Are you able to  
25 tell us, please, some of the practical difficulties

1           which you envisage on the build-out of the Parcel Force  
2           site, please, with reference to the plan?

3   A.   The plan has overlaid on the Parcel Force site some of  
4           the buildings that are currently there and some of the  
5           dates at which their demolition and clearance is due to  
6           start. There are also pylons that run across the site,  
7           also with a date at which they are scheduled to be  
8           demolished.

9   Q.   Thank you. Let us just take that stage by stage,  
10          please.

11                There are some buildings or some outlines shown in  
12                yellow highlighter.

13   A.   Yes.

14   Q.   What are they, please?

15   A.   The largest of the buildings, which overlays the red  
16           coloured area, which is the maintenance facility, is  
17           a fairly large building on the site that will need to be  
18           demolished before the maintenance facility can be built,  
19           and we are led to believe that that will not be able to  
20           be commenced until halfway through 2007.

21   Q.   So the yellow buildings are existing buildings on site?

22   A.   Yes, they are.

23   Q.   And the one you have described to us is the one on the  
24           right-hand side of the plan?

25   A.   It is, yes.

2 commence until?

3 A. We are given to understand that demolition cannot start  
4 until mid-2007.

5 THE CHAIRMAN: 2007.

6 MR FRASER-URQUHART: Is it necessary for that building to be  
7 demolished before the works of construction on the  
8 maintenance facility for the buses, which is the brick  
9 red building shown on the plan; is it necessary for that  
10 demolition to be complete before the construction can  
11 begin?

12 A. I am not a building expert but I would say that  
13 certainly the working round it, the site would need to  
14 be cleared before the majority of the building could  
15 commence.

16 Q. Thank you. Now, what is the other yellow building?  
17 That is the left hand building.

18 A. It is a site that is currently being used by  
19 Parcel Force, and I am given to understand that their  
20 vacation of those particular premises will not be  
21 until December 2007, and therefore the area which is  
22 underneath it, which is the main parking area of the  
23 depot, would not be able to have access to that until  
24 such time as it is demolished and cleared.

25 Q. Thank you very much. What does the plan show us about

1 access arrangements on the site?

2 A. There is a blue line that shows you where the access --  
3 the one access to the site comes in, and along that

4 actual line is the construction, I believe of a spine  
5 road into the site, which will not be complete until,  
6 I believe, 2009.

7 Q. Until that is complete, what do the buses have to do as  
8 it were to reach the main highway?

9 A. There will still be an access there on to an existing  
10 road, but the line of it will not be as good as the  
11 finished product.

12 Q. Are any other accesses envisaged to the new site?

13 A. There has been discussion of access from the far side of  
14 the site through an industrial area out on to  
15 a different route, I believe it is 12 Trees Crescent, I  
16 think eventually, to another exit from the site.

17 Q. Do you know where matters have reached in terms of  
18 planning for that and identification of where exactly  
19 the access may be?

20 A. No, I am not aware of any developments.

21 Q. Thank you very much. Now, you can put the plan aside,  
22 now.

23 The other document you introduced is one which you  
24 have called "Additional costs for Stratford CPO". Can  
25 you just tell us, please, what this document is?

1 A. This is an internal document that was prepared by me on  
2 advice given from my scheduling department and  
3 engineering director on what would happen should we not  
4 have access to our two current depots. This is an  
5 attempt to envisage what additional dead mileage and  
6 additional driver requirements there would be and what

7 changes we would have to make to our company operation,  
8 especially in engineering and maintenance, in order to  
9 continue our services throughout the East of London.

10 Q. We see mention of three sites here: Barking,  
11 Waterden Road and Stratford; the last two are obviously  
12 the objection sites with which we are concerned. What  
13 is the reference to Barking about, please?

14 A. Clearly, if you park your vehicles elsewhere other than  
15 Waterden Road and Stratford, you would still need to do  
16 some in-house repair and maintenance of them. That  
17 would not be possible at Barking depot without removing  
18 50 per cent of the vehicles that are operated from that  
19 depot to the alternative parking site in order to give  
20 your maintenance facilities 24-hour operation.

21 Q. Thank you. Now, looking at each entry, Barking,  
22 Waterden Road, Stratford, there are four categories:  
23 additional dead miles, and so forth. Can you just tell  
24 the Inspector in brief terms what each of those  
25 represents, please?

17

1 A. Each of the dead miles and driver's duties is to operate  
2 the vehicles from two temporary depots that we have  
3 assumed to be at Rainham and Dagenham. They involve the  
4 actual mileage of the routes concerned to get to their  
5 point of start and the additional number of drivers that  
6 will be needed during the course of each week, and then  
7 made up for each year, that will be required to operate  
8 the services.



9 Q. Thank you. Then taxi shuttle service and disturbance  
10 allowance, please?

11 A. The taxi shuttle service would be where we would need to  
12 ferry our drivers backwards and forwards from the remote  
13 points in order for them to take over their services at  
14 the designated areas. Clearly it is cheaper to do it by  
15 taxi than it is to purchase additional vehicles. And  
16 the disturbance allowance is a fixed sum that we are  
17 required to pay our drivers and other staff should they  
18 be required to work away from their regular depots, each  
19 of them calculated on a weekly basis and then calculated  
20 up per annum.

21 Q. Thank you. You then go on to tell us about the  
22 engineering costs in the latter part of the table. Can  
23 you just take us through the categories you have  
24 identified there, please?

25 A. Clearly, with the loss of two maintenance facilities it

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1 would be nearly impossible for us to manage to maintain  
2 all of the vehicles in house, even with the facility at  
3 Barking. So this sets out our strategy for dealing with  
4 the contracting out of engineering maintenance. In the  
5 first paragraph we have identified a contract price to  
6 have all 47 of our articulated vehicles maintained by  
7 a third party at a premises other than us ours.

8 In the next one is a small amount just to transfer  
9 one of the routes that operates from the site to  
10 a different depot at Leyton. We then do an estimate of  
11 195 vehicles other than the Routemasters and articulated

12 buses for their annual test work to be done by a third  
13 party. The amount appears on the right-hand side.

14 Then the fourth paragraph is the additional cost of  
15 operating Barking depot as a 24-hour maintenance  
16 facility. That is the additional cost of paying our  
17 staff the out-of-hours allowance and the weekend  
18 allowance that they would require.

19 Finally, the last paragraph is an estimate of the  
20 cost of providing temporary facilities at two alternate  
21 sites. As you can see in the paragraph, that is the  
22 paying-in facilities for drivers, locker rooms, canteen  
23 facilities, engineering facilities for day-to-day  
24 maintenance, not planned maintenance, fuel tanks,  
25 washing facilities, and temporary stores area, et

19

1 cetera, for the day-to-day maintenance of the vehicles  
2 as they run out, and of that total I estimate that  
3 approximately 1.2 million is a one-off cost of providing  
4 that infrastructure.

5 Q. Thank you. Then you have aggregated those costs with  
6 the depot specific costs to come to your total of  
7 8.4 million?

8 A. Per annum, yes.

9 Q. Per annum. To what extent in your judgment as managing  
10 director is that a sustainable position to have to  
11 operate with?

12 A. It would clearly put great strain upon the company and  
13 its ability to comply with our contractual obligations.

14           Such disruption of this scale would be very difficult to  
15           manage and would be quite labour-intensive.

16    Q.   Thank you very much.  Thank you.  With that information  
17           supplied, can you now please turn to paragraph 10 of the  
18           proof and just give us your conclusions.

19    A.   "For the reasons set out above, we would ask that the  
20           compulsory purchase order in respect of the Stagecoach  
21           premises is not approved until such time as a sufficient  
22           alternative site has been provided and time allowed for  
23           Stagecoach's operations to be transferred to it."

24    Q.   Thank you very much.  If you could wait there, please,  
25           there will be some more questions for you.

20

1    THE CHAIRMAN:  Mr Glover, please.

2                                   Cross-examination by MR GLOVER

3    MR GLOVER:  Mr Barrett, you are, I take it, the only witness  
4           being called on behalf of your company today?

5    A.   Yes, I am.

6    Q.   Thank you.  Can I just look at this sheet first, please.  
7           Obviously it will not come as a surprise to you that  
8           I cannot ask you questions about the detailed figures,  
9           having just received it, but I just want to understand  
10           what it is.

11                               As I understand it, what you are saying is: if the  
12           compulsory purchase order is confirmed, and if no  
13           alternative provision is made for Stagecoach by or in  
14           cooperation with the LDA, then you will have to make  
15           alternative arrangements of your own?

16    A.   Yes.

17 Q. You have worked out that they are possible, but you have  
18 worked out that they are expensive.  
19 A. That is a good summary, yes, sir.  
20 Q. So if the wheels came off the joint approach that the  
21 LDA and Stagecoach are at present adopting -- perhaps  
22 I ought to ask first that we agree, there is a joint  
23 approach going forward at the moment?  
24 A. Absolutely, yes.  
25 Q. If the wheels entirely came off that, and if the LDA

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1 washed its hands of you entirely, and if the CPO were  
2 confirmed, then by these expensive means, you would keep  
3 the buses running?  
4 A. Yes, that is true.  
5 Q. And, of course, were the LDA to take that course, it  
6 would be facing a compensation claim and we might see  
7 these numbers in that context.  
8 A. Yes, sir.  
9 Q. Well, thank you very much for that. I do not think  
10 I need ask you any further questions on that sheet.  
11 Can I just ask you to help me now with the position  
12 of Stagecoach, and an Australian bank called Maquarie.  
13 A. Certainly.  
14 Q. Can you just tell me what the arrangement is, what the  
15 position is at the moment?  
16 A. Negotiations for the purchase of Stagecoach's operation  
17 in London have been agreed in principle with  
18 Maquarie Bank. They have signed an intention to

19 purchase, and it is subject to a number of issues being  
20 clarified, but there is a will on both sides to complete  
21 the transaction within the next two months.

22 Q. And so Maquarie have been involved in the negotiations  
23 that have taken place between Stagecoach, the LDA and  
24 TFL?

25 A. That is correct. There is an arrangement, an

22

1 understanding between Maquarie and Stagecoach that  
2 during this interim period, all such matters that are  
3 material to the purchase -- not just this, but anything  
4 else -- will be discussed and agreed between the two  
5 parties.

6 Q. So what they know about negotiations you know, and what  
7 you know about negotiations, they know?

8 A. Precisely.

9 Q. And you speak as one, is that right?

10 A. Yes.

11 Q. Can I then turn to your plan.

12 A. Mm hmm.

13 Q. Could you also arm yourself with the proof that  
14 I misnumbered earlier, LDA/REB/35. I say arm yourself  
15 with that; actually, in the course of his evidence last  
16 week in response to the objectors Neptune Wharf and  
17 Roadglen -- Neptune Wharf own the site at Wyke Road  
18 where the LDA propose to relocate First Buses --  
19 Mr Blacker put in a plan of the Parcel Force site with  
20 coloured markings on it. I hope you have seen a copy of  
21 that.

22 A. This is the only plan that I have seen, and this is  
23 prepared in-house at Stagecoach.  
24 Q. So the answer to my question is you have not seen the  
25 plan that I would ask you to look at now.

23

1 THE CHAIRMAN: Do we have copies?

2 MR GLOVER: Can we have copies, please?

3 THE CHAIRMAN: And if there is a spare one for me, because  
4 the one I have is with the Neptune Wharf file.

5 MR GLOVER: Yes, certainly. (Handed).

6 THE CHAIRMAN: Have you seen REB35?

7 MR FRASER-URQUHART: I have seen the text, not this plan.

8 MR GLOVER: Yes, sir. I started to mislead, because REB35  
9 was not actually the proof to which this was appended.  
10 You will recall that we were invited to put in a note of  
11 those matters which Mr Blacker was going to deal with  
12 in-chief that was written in other evidence, and this  
13 plan was appended to that note.

14 THE CHAIRMAN: That is right, and that is being provided  
15 now, is it?

16 MR GLOVER: Let us come back it, Mr Barrett. We can look at  
17 things in a different order if that is all right.

18 A. Very well.

19 Q. I apologise that you have not had that, but I hope it  
20 will not cause you too many difficulties when it  
21 arrives.

22 THE CHAIRMAN: If you want a moment or two when it arrives  
23 just to familiarise yourself, I will give you that.

24 A. Thank you.

25 MR GLOVER: In the meantime, can I ask you a few questions

24

1 which I hope, they are certainly intended to, identify  
2 common ground between us, and I hope they will succeed  
3 in that.

4 The first is that both you and the LDA and TFL  
5 attach importance to maintaining public transport, the  
6 provision of public transport --

7 A. Absolutely.

8 Q. -- throughout the period we are talking about and  
9 indeed that is why you have identified the strategy  
10 which lies behind the table we have just looked at. But  
11 that, in the way that the parties have been going  
12 forward, has resulted in the identification by my  
13 clients to you of the Parcel Force site.

14 A. Yes.

15 Q. Which so far as I understand it fits the bill so far as  
16 you are concerned operationally?

17 A. Yes, that is true. An operational depot at this site  
18 would suit our requirements to substitute both  
19 Waterden Road and Stratford depots.

20 Q. And indeed, what is on offer, as I understand it, is  
21 6.2 acres in extent, which is somewhat larger than you  
22 have, or certainly have on any permanent tenure at the  
23 moment?

24 A. The exact acreage is in debate, I think, but we have two  
25 sites and a parking area whose combined area may be of

1 that order. However, since we are building a new  
2 facility, with health and safety regulations as they  
3 are, we will certainly need to have a larger site to  
4 accommodate the same number of vehicles as you do on a  
5 current site.

6 Q. But the parking area that you have at the moment --  
7 I think it is the parking area -- is held on a lease  
8 that can be terminated at two month' notice?

9 A. That is for the car parking, yes.

10 Q. But in any event, you are satisfied that the  
11 Parcel Force site can provide something of adequate size  
12 to accommodate a like-for-like replacement of what you  
13 have?

14 A. Yes, our initial discussions were on an area that was  
15 7 acres rather than the 6.21 that you make and we have  
16 always assumed that that was the amount of area that was  
17 available.

18 Q. And it is the case, is it not, that the parties are  
19 working together to achieve a successful bus garage  
20 there; for example you are working together in building  
21 up the designs that can be submitted for the planning  
22 application?

23 A. That is correct, yes.

24 Q. Now, when you said in evidence-in-chief that in your  
25 experience it usually takes 18 months from conception to



1 delivery, including making the planning application, it  
2 is the case, is it not, that as we sit here now,  
3 in July 2006, the process has already started,  
4 conception has happened?

5 A. Yes, that is correct.

6 Q. Thank you. And a planning application is being worked  
7 up, as I say, jointly, by you and --

8 A. Yes, I am aware a planning application is being  
9 prepared.

10 Q. And indeed your company are making contributions about  
11 the design and matters of that sort?

12 A. Yes, we are.

13 Q. And in the light of that, and the way in which the  
14 parties are working together, it is the case, is it not,  
15 that both sides are confident that the bus garage will  
16 be achieved?

17 A. Yes, I think that is true, but the timescale is the  
18 worrying aspect of that.

19 Q. Thank you. Now, it is the case, though, is it not, that  
20 agreement between the two parties on commercial terms  
21 has not yet been finalised?

22 A. That is correct.

23 Q. And as I understand it, the difference is not  
24 fundamentally on operational aspects; you have mentioned  
25 timescale, but apart from timescale, it is not on

1 operational aspects of the Parcel Force site but on  
2 rent?

3 A. That is one of the issues that has been taxing both  
4 sides, yes.

5 Q. Well, I had understood that -- well, that is one issue.  
6 If there are any other issues, they are commercial in  
7 nature: who should pay what to whom?

8 A. Exactly.

9 Q. Had those issues of who should pay what to whom been  
10 agreed, would any of us be here now?

11 A. Difficult for me to answer that in -- I suppose that the  
12 issues that worry me most about the site are the  
13 availability and the -- when I said 18 months to  
14 construct a depot from scratch, that naturally assumes  
15 unencumbered access to the plot of land that you are  
16 going to develop, and clearly this particular site has  
17 a number of issues that come with it that make that  
18 unencumbered access rather difficult.

19 Q. Well, when we get the plan back we are going to go into  
20 that. But the evidence that we have heard in another  
21 context at the Wyke Road site is that it should be  
22 possible to construct a bus garage, by which I am  
23 talking about turning the first sod until completion of  
24 the development, within 52 weeks. Is that a figure with  
25 which you vehemently disagree, or is it a working

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1 assumption you are prepared to make?

2 A. I have heard that figure quoted, and given free access,  
3 yes, I believe that is a possibility.

4 Q. Forgive me for pausing. I have been asked to offer up

5 my copy so that it can be photocopied. By "possibility  
6 of free access", you mean the ability to get on the  
7 site?

8 A. Yes, get the work that is required to be done.

9 Q. In other words, in this context, getting Parcel Force  
10 off the bits we need?

11 A. Yes.

12 Q. Well, I will again hold off asking those questions and  
13 come back to them when we have the plan.

14 Can I then move on to this aspect, which is about  
15 the benefits of the Olympics, and I want to understand  
16 where you and your company stand on this. The evidence  
17 to the Inquiry that we have heard is that the Olympics  
18 will act as a catalyst for widespread regeneration in  
19 the Lower Lea Valley. Is that a matter on which  
20 Stagecoach take issue, or are we agreed on that?

21 A. No, there will be benefits within that area.

22 Q. And one of the benefits that will be involved is the  
23 significant improvement in public transport?

24 A. Yes.

25 Q. Which, amongst other things, provides a welcome

1 commercial opportunity for your company?

2 A. Absolutely.

3 Q. Which opportunity in turn you would be well placed to  
4 take at the Parcel Force site?

5 A. Yes, that is true. Equally at the sites that we were  
6 currently if they were just down the road for example.

7 Q. The problem with the sites you are currently at is that

8 they are required, to enable the Olympic catalytic  
9 effect to be achieved.

10 A. Absolutely.

11 Q. The point that I am putting to you, and I think you  
12 agree, is that at the Parcel Force site you will be able  
13 to take commercial advantage of those opportunities?

14 A. Yes, there will be a limited amount of commercial --

15 Q. No bad thing at all, and I am not saying you will get  
16 the lot, but it is there. And it strikes me, but you  
17 may disagree, that the last thing you want to do in the  
18 light of there being that prize for you as a company,  
19 the last thing you would want to do is to disrupt the  
20 process that leads to the Olympics and its consequent  
21 regeneration, and disrupt the process that leads to your  
22 company's ability to exploit the opportunities have just  
23 talking about?

24 A. Clearly we would not want to disrupt, but at the same  
25 time I have the responsibility to ensure that the

30

1 company can operate its current contracts to the best of  
2 its ability leading up to the prize that is on offer in  
3 2012. There is a long way to go between here and there.

4 Q. And you have seen in Mr Blacker's REB35 that the LDA has  
5 made efforts to ensure that your ability to continue  
6 from your existing site is maintained until December of  
7 next year?

8 A. Yes.

9 Q. And that alternative interim arrangements are made

10 until, if necessary, the middle of the following year.

11 A. Yes, I have one comment on that: I mean, the extension  
12 to December 2007 is clearly welcome, because that allows  
13 us to stay on the site, but just providing an  
14 alternative parking arrangement beyond that date for  
15 another six months does not resolve the issues of  
16 maintaining your fleet from a purpose-built facility.

17 Q. At that stage, should we ever get there, we are back to  
18 looking at some of the numbers on this sheet of paper,  
19 are we not?

20 A. Absolutely, yes.

21 Q. But the point is what is on this piece of paper is  
22 achievable, and what Mr Blacker is talking about, should  
23 it come to that, is also achievable, but at a price?

24 A. Yes, there is a price to attach to that, and the  
25 physical cost of doing that is not just the figures

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1 I showed you on there. These figures do not take  
2 account of any contract failing or any ability for us to  
3 earn contract incentive payments which may be  
4 disadvantaged by not being on our current site.

5 Q. I am not going to hold you to saying: this is the price.

6 A. Absolutely.

7 Q. Equally, I am not going to say that those instructing me  
8 accept each of the numbers on this piece of paper. At  
9 this stage it is what can be done at a price. Thank you  
10 very much.

11 We now have the missing plan, so perhaps I can ask  
12 you to turn to this, please. You will need to look at

13 the index first to look at the colours, and I imagine  
14 you are familiar with what I am about to tell you, but  
15 in case you are not, you will be as I tell it to you.

16 Parcel Force at present occupy and have a lease of  
17 the totality of the site which has various colours on  
18 it.

19 A. Mm hmm.

20 Q. That lease expires at the end of 2007; December 2007. I  
21 cannot tell you offhand whether it is the beginning or  
22 the end of December, but in December.

23 THE CHAIRMAN: I think from memory the other day, it was the  
24 early part of December. 7th December or something like  
25 that.

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1 MR GLOVER: I think so too, sir. I am not sure whether  
2 anything turns on that at the moment. What is proposed  
3 is that they vacate those areas that are coloured in --  
4 I am not sure what those colours are being called --  
5 orange and purple, in broad terms. It is not meant to  
6 be to scale.

7 A. No, I understand that.

8 Q. And that the sorting office, as it is described on the  
9 plan we are looking at, is demolished.

10 A. Yes.

11 Q. Now, if we then turn to your plan, we can pick up the  
12 sorting office.

13 A. Yes.

14 Q. It is the northern of the two yellow areas, and you have

15 marked it: "Sorting office, commence  
16 demolition January 2007"?  
17 A. That is correct.  
18 Q. In fact, the intention is to commence demolition next  
19 month, is it not? By next month, I mean August.  
20 A. The latest information we were given was that those were  
21 the dates. I have not been updated any further in any  
22 meeting at which I have personally been involved.  
23 Q. Those are my instructions. If that is correct, that  
24 would be welcome to you?  
25 A. Absolutely.

33

1 Q. It is also proposed, as part of the deal with  
2 Parcel Force, that they have the option to remain on the  
3 remaining green bits, as shown on the plan that I have  
4 put to you, until December 2008.  
5 A. Is that the left hand green piece or the right hand  
6 green piece?  
7 Q. It is the green pieces.  
8 A. Both sets, until?  
9 Q. Until December 2008. And that the bus depot building be  
10 constructed as shown on my plan in purple, and your  
11 plan, the depot building is, or the depot -- is it a  
12 building?  
13 A. Yes, that is the building, in the ochre colour.  
14 Q. In the ochre colour. And that until the southern part  
15 of the Parcel Force area, the southern green bit is  
16 available, then your company's bus parking will take  
17 place in the area hatched orange.

18 A. Yes, I am following you, yes.  
19 Q. You are aware of that as well?  
20 A. I am not aware of the -- there appears to be additional  
21 space to the northern edge of the maintenance building  
22 on this map as opposed to on our plan.  
23 Q. Yes, and that space is created by the demolition of the  
24 sorting office.  
25 A. It would appear to be, yes.

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1 Q. So by that means, two things follow, do they not? One,  
2 that with the demolition of the sorting office, it will  
3 be possible to provide open parking for your buses in  
4 a relatively short time frame, so that will not be the  
5 time critical element of the construction process; yes?  
6 A. Yes, if the area is being extended, but clearly we would  
7 have to have more information on how many vehicles could  
8 be accommodated on the orange hatched area that is  
9 termed "short term bus parking".  
10 Q. But there is a sufficient area for the bus parking  
11 available?  
12 A. It would appear not if you compare the size of the  
13 orange hatched area to the left hand green area.  
14 Q. Do forgive me, I must put the question more precisely.  
15 Once the sorting office is demolished, whether or not  
16 the indicative orange line is correct, there will be  
17 enough area on the ground for bus parking?  
18 A. If there is sufficient -- if the line is moved  
19 sufficiently and the number of vehicles that we have on



20 the current two sites could fit into that orange area,  
21 the answer is yes. If it cannot, and move around  
22 correctly, and get access to the maintenance facilities,  
23 then the answer may be yes. I cannot give you  
24 a qualified "yes".

25 Q. No, I understand. But the point I am putting to you is

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1 in pure acreage -- well, I will leave it there.

2 THE CHAIRMAN: Presumably the point was put on the basis of  
3 that being indicative, and the indication is that that  
4 area should be sufficient to provide the like-for-like  
5 bus parking subject to that assumption.

6 MR GLOVER: Sir, that is right. I can take it no further.

7 THE CHAIRMAN: Thank you.

8 MR GLOVER: And then what would become time critical in  
9 terms of the construction process would be the  
10 construction of the building?

11 A. Yes.

12 Q. And we have talked about the prospects of achieving that  
13 within a 52-week from the beginning to end of  
14 construction period?

15 A. Yes.

16 MR GLOVER: Thank you very much. Mr Barrett, I am just  
17 checking that there is nothing more. (Pause). Thank you  
18 very much. Thank you, sir.

19 THE CHAIRMAN: Thank you, Mr Glover. Before I invite  
20 re-examination, there is just one question I have in  
21 relation to the figures, and I do not want you to go  
22 into any depth on those. But where it relates to the

23 engineering costs, the last item, "temporary facilities  
24 of new location", there are one-off costs of around  
25 1.2 million INC; inclusive?

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1 A. Included in that 1.4, sir.

2 THE CHAIRMAN: Included within the 1.4. Thank you.

3 Mr Fraser-Urquhart, any matters of re-examination?

4 Re-examination by MR FRASER-URQUHART

5 MR FRASER-URQUHART: Just briefly sir, if I may.

6 THE CHAIRMAN: Certainly.

7 MR FRASER-URQUHART: Mr Barrett, first of all going back to  
8 your sheet with the additional costs that you have  
9 referred us to, what assumption is made within that  
10 about the availability of Rainham and Dagenham actually  
11 to accommodate these overfills?

12 A. This was an assumption at the meeting with Mr Murray who  
13 said that these two sites may be available, and it was  
14 the only areas in the immediate location that -- two  
15 sites large enough that I believe have been used for bus  
16 depots before might be available, and I based our  
17 assumption on that.

18 Q. What information can you give to the Inspector to  
19 satisfy him that they would be available?

20 A. On my own account, I cannot.

21 Q. Thank you. Now, you were shown and asked questions  
22 about the plan with various colour hatchings on.

23 A. Yes.

24 Q. Have you seen this plan before today?

25 A. No, I have not.

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1 Q. Are you aware if that has been put to any of your  
2 technical people within Stagecoach?

3 A. I am afraid I do not know at this stage.

4 Q. Do you know anything about the attitude of Parcel Force  
5 to the movement of these so-called indicative lines?

6 A. No, I am not party to that.

7 MR FRASER-URQUHART: Thank you very much. Sir, those are my  
8 questions for Mr Barrett by way of re-examination.

9 THE CHAIRMAN: Thank you. I have no additional questions.  
10 Mr Barrett, thank you very much.

11 (The witness withdrew)

12 THE CHAIRMAN: Are you ready to call Mr Blacker?

13 MR GLOVER: We are ready to call Mr Blacker, yes.

14 THE CHAIRMAN: Thank you.

15 MR GARETH BLACKER (called)  
16 Examination-in-chief by MR GLOVER

17 THE CHAIRMAN: The usual brief introduction, please. Are  
18 there any matters to be dealt with in-chief?

19 MR GLOVER: I am going to ask Mr Blacker to explain the  
20 plan.

21 Sir, Mr Blacker has been introduced to the Inquiry  
22 several times. Unless it is necessary for my learned  
23 friend and his team for it to be done again, I do not  
24 propose to do so.

25 You have Mr Blacker's proof of evidence at 35, and

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1 the plan that has been resubmitted today. It was also  
2 submitted for the Neptune Wharf objection. Sir, you  
3 also have LDA/REP194. I was not proposing to ask  
4 Mr Blacker to read that, unless you wanted him to.

5 THE CHAIRMAN: No, thank you.

6 MR GLOVER: Mr Blacker, can you just take us to the plan,  
7 then, please. The particular concern concerns appear to  
8 be the size of the orange area and the attitude of  
9 Parcel Force, so if you can just explain those, please.

10 A. Yes, the purpose of the plan which was submitted, and I  
11 think you can tell by the draftsmanship of the plan it  
12 was at quite short notice, for indicative purposes in  
13 terms of dealing with a previous objection, was really  
14 to explain why we only had the capacity to relocate one  
15 bus depot in the timescales that we have on to the  
16 Parcel Force site, so what we were trying to illustrate  
17 was actually a process.

18 The purple area is where the main building will go.  
19 The area to the north, the orange hatching, is an area  
20 that is intended to be big enough to allow all of the  
21 coach and bus parking that is necessary without  
22 ultimately then being transferred to the southern green  
23 area.

24 In terms of the issue of Parcel Force and our  
25 negotiations with them, the one critical part of the

2 hatched area where their main operation takes place  
3 from, and that is the facility that is for them critical  
4 to keep going, they say only until December 2007,  
5 although we have given them the flexibility to consider  
6 taking a longer period, which is December 2008 on that  
7 area, but they are still saying they believe they will  
8 be relocated themselves by December 2007.

9 The sort of the northern boundary of the orange  
10 area, if that had to be extended -- and, as I say, this  
11 is purely an indicative plan -- I would not envisage any  
12 difficulties at all with that happening. The other  
13 Parcel Force activities are primarily on the north-west  
14 part of the site that will remain on the site.

15 MR ROOTS: Thank you, Mr Blacker. Thank you, sir.

16 THE CHAIRMAN: Thank you. Mr Fraser-Urquhart, please.

17 Cross-examination by MR FRASER-URQUHART

18 MR FRASER-URQUHART: Yes, thank you, sir. As I think has  
19 been referred to in opening, we were rather expecting  
20 Mr Murray, who gives a lot of evidence about buses, to  
21 give evidence to this bus-related session. What I will  
22 do if I may is I will put some of the points to  
23 Mr Blacker. If he is not able to deal with them, they  
24 are not primarily of a technical nature, nor are they  
25 primarily of a combative nature, they are more to point

1 out various aspects of the case so you see it in the  
2 round, sir; obviously if there are any that Mr Blacker  
3 needs to duck, that is fine and it is up to the

4 Authority to choose whether they put Mr Murray on the  
5 stand.

6 For that purpose it would be helpful for you to have  
7 Mr Murray's evidence to refer to. It would also be  
8 helpful for you to have your main proof of evidence, for  
9 which I have a reference LDA/GB1.

10 THE CHAIRMAN: Is there a reference to Mr Murray's evidence?

11 MR FRASER-URQUHART: There is, sir, LDA/AM/1. Finally, sir,  
12 the LDA's response to the objection, which again I have  
13 referenced as LDA/REP/194.

14 THE CHAIRMAN: I have those to hand, thank you.

15 MR FRASER-URQUHART: Thank you. Now, Mr Glover did not  
16 trouble the Inquiry with your qualifications, and I am  
17 sure the Inspector has heard it many times, but just so  
18 I am clear: do you have any planning qualifications or  
19 expertise or are you, as it were, involved on the  
20 property development side of things?

21 A. I am a qualified chartered surveyor specialising in  
22 development.

23 Q. There is nothing between us, I am sure, that it is for  
24 the Authority in this matter to demonstrate that there  
25 is a compelling case in the public interest for the CPO

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1 to be confirmed?

2 A. That is correct.

3 Q. And again I am sure nothing between us that the  
4 efficient provision of bus services is something which  
5 is profoundly within the public interest?

6 A. No, I would agree with that.

7 Q. Thank you. And it is right, is it not, that the  
8 encouragement of non-car modes of travel is a central  
9 objective of government planning policy; would you  
10 accept that?

11 A. Yes.

12 Q. I am obliged. And again, something which the Mayor of  
13 London includes as part of his strategy, and it is right  
14 that Mr Murray in his proof at paragraph 5.4 identifies  
15 a continuing likelihood of bus passenger number  
16 expansion?

17 A. That is correct.

18 Q. Any reason to doubt what he says about that?

19 A. No.

20 Q. It is also right, is it not, that the provision of  
21 efficient services is important for the conduct of the  
22 Olympic Games themselves? The buses will be central in  
23 ferrying people to and from the Games venues and in and  
24 out of London?

25 A. Yes. There will be a very specific transport strategy

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1 during the period of the Games but I would imagine the  
2 ordinary bus services will be key to that as well.

3 Q. I am obliged. And as I think you have already said, the  
4 legacy proposals, an important part of them is to  
5 improve accessibility by public transport?

6 A. That is correct.

7 Q. Sir, I will not ask the within to turn it up, but for  
8 your note, in the statement of reasons at paragraph 4.5,

9 there is specific reference to that.

10 It is right, is it not, that the LDA's response to  
11 these objections at paragraph 3.4 specifically  
12 identifies the concern with the continuity of bus  
13 services?

14 A. Yes.

15 Q. And it is right, is it not, that those instructing me,  
16 my clients, are major service providers of bus services  
17 in London?

18 A. I understand that is the case.

19 Q. And Mr Barrett, in the evidence he provided to the  
20 Inquiry, sets out certain details of that. I take it  
21 you have no reason to dispute that?

22 A. No.

23 Q. Thank you. It is right also, is it not, that the  
24 extensions of contracts and indeed the winning of  
25 further contracts is dependent upon performance of

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1 existing contracts?

2 A. I understand that is the case.

3 Q. Thank you. Again, just to ground that in evidence, it  
4 is correct that at paragraph 3.4 of Mr Murray's  
5 statement he identifies that point?

6 A. Yes.

7 Q. Thank you. And the flip side of that, of course, is  
8 that in the event that companies do not provide their  
9 services as instructed, that they are subject to  
10 potentially quite substantial financial penalties?

11 A. Depending on the terms of the contract, I guess that is



12 the case.

13 Q. Thank you. And if you now turn, please, to  
14 paragraph 6.3 of Mr Murray's proof, it is right, is it  
15 not, that towards the end of the substantive part of the  
16 text, just above the numbered paragraphs, he identifies  
17 the importance of public funding, services representing  
18 good value for money, and that is not a point I take it  
19 you disagree with?

20 A. No.

21 Q. Thank you. And specifically relating to the location of  
22 bus garages at 7.1, it is correct that the best location  
23 for bus terminals is one that minimises the so-called  
24 dead mileage; you will see we make that point about five  
25 or six lines down?

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1 A. Yes, I understand that is the case.

2 Q. Thank you. And finally do you agree with paragraph 7.2  
3 of Mr Murray's proof of evidence?

4 A. Yes.

5 Q. Thank you. There is no dispute between us, is there, on  
6 the fundamental point, as made at paragraph 5.9 of  
7 Mr Murray's evidence, that these bus garages are  
8 necessary, or that their capacity continues to be  
9 provided?

10 A. Yes.

11 Q. And you have no reason to doubt what he says: that there  
12 is no scope for other bus garages to absorb buses? You  
13 cannot dispute that, presumably?

14 A. That is said in --  
15 Q. 5.9.  
16 A. I understand, certainly from evidence that has come  
17 forward, that it might be possible for some elements of  
18 the bus, certainly maintenance to be provided  
19 temporarily from other garages, but it would not be  
20 sustainable as a long-term option.  
21 Q. Thank you. And it is right, is it not, that the  
22 importance of relocating these bus garages is recognised  
23 by their designation as a special category for  
24 relocations within the statement of reasons and indeed  
25 your main proof of evidence?

45

1 A. Yes.  
2 Q. Thank you. Just on that point, if we may, can we go  
3 please to your main proof of evidence, GB1, and turn up  
4 paragraph 9.16, where there is mention of special case  
5 relocations. Just flicking back a few lines to 9.14.2,  
6 firstly, it is right that bus depots fall within the  
7 special category?  
8 A. That is correct.  
9 Q. Thank you. And 9.16 suggests that they are worthy of  
10 the identification of an assigned case officer. Is that  
11 you?  
12 A. No, it is not.  
13 Q. Who is that?  
14 A. There is probably actually more than one person working  
15 on it. Andrew Tessiman(?) is the lead LDA person at the  
16 moment. There are also property advisers and planning

17 advisers externally working on the project.

18 Q. And it is right as a matter of form, is it not, that  
19 none of those individuals are giving evidence to this  
20 Inquiry session?

21 A. No.

22 Q. Thank you. Now, in terms of alternative sites, it is  
23 right, as we have established, that the Parcel Force  
24 site has been identified. It is right, is it not, that  
25 that process followed a fairly extensive trawl for other

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1 potential sites, which is described by Mr Murray in his  
2 section 8?

3 A. That is correct.

4 Q. The result being that no other suitable alternative  
5 sites for Stagecoach were identified?

6 A. The two relocation sites that were identified were this  
7 site and the Wyke Road site which is in the compulsory  
8 purchase order.

9 Q. And no others?

10 A. None which met all the other criteria we were looking  
11 at, sustainability and other factors.

12 Q. Thank you. Can you turn up, please, now, Mr Murray's  
13 section 6.2, on page 9. Mr Murray there sets out a list  
14 of facilities which would be needed at the new  
15 relocation site, wherever that might be. Do you have  
16 any dispute with the list he sets out there?

17 A. No.

18 Q. Thank you. It is right also, as I understand it, that

19           there is an Orange mobile phone mast on that site? That  
20           would also require arrangements to be made for its  
21           relocation, would it not?

22   A.   Yes.

23   Q.   Thank you.

24   A.   And we have agreed terms with Orange to relocate that.

25   Q.   Thank you.

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1   A.   In fact, I should say we have entered into a contract  
2           with Orange to relocate that.

3   Q.   I am obliged. Can we turn up what I have described as  
4           your supplementary statement, your REB35, please.

5           Now, it is correct, is it not, that at paragraph 4  
6           of that statement, you have set out an estimate with  
7           respect to the Wyke Road site?

8   A.   That is correct.

9   Q.   It is right, is it not, that you have not set out any  
10          estimate with respect to the Parcel Force site, the  
11          construction time and the like?

12   A.   No.

13   Q.   Thank you. Now, in terms of the timing, again, perhaps  
14          for clarification, it is clear that the redevelopment  
15          and change of use will require planning permission, will  
16          it not?

17   A.   It will, yes.

18   Q.   And planning permission has not yet been granted?

19   A.   It has not, no.

20   Q.   The attitude of the local planning authority to such  
21          a development is not something this Inspector knows

22 about, is it? It is not in evidence before the  
23 Inspector what the attitude of the local planning  
24 authority would be to such an application?  
25 A. No.

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1 Q. And that is not something which is in your Authority's  
2 control, is it?  
3 A. It is not. It is the UDC is the planning authority.  
4 Q. Thank you. And it is right, is it not, and not least  
5 because we have seen that we only have indicative lines  
6 on the plan at the moment, that no detailed design of  
7 the replacement facility exists at this stage?  
8 A. I think a detailed design is being prepared and  
9 Stagecoach are involved in that process. I think when  
10 all parties, TFL and ourselves and Stagecoach, are happy  
11 with that then we will submit the planning application.  
12 Q. Thank you. And obviously it is a previously developed  
13 site. Are you aware whether any study has been  
14 undertaken as to whether or not there is any possibility  
15 of contamination on that land, for example?  
16 A. We have carried out intrusive investigations on the  
17 site.  
18 Q. Thank you. Now, it is right, as I understand it, that  
19 Parcel Force will not be vacating the site  
20 until December 2007; is that correct?  
21 A. The lease that Parcel Force have of the site is the  
22 whole of the site until the beginning of December 2007.  
23 We have reached an agreement with them whereby they will

24 surrender part of the site to allow us to demolish the  
25 main sorting office, and take forward the construction

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1 of the depot, temporarily locating the bus parking to  
2 the north of the new garage and then ultimately moving  
3 it to the south after the termination of their uses of  
4 this site.

5 Q. Okay. Now, it is right, as you say at paragraph 3 of  
6 your supplementary, that the target date for the Olympic  
7 Authority to take control is by July 2007.

8 A. That is correct.

9 Q. And there is an agreement now, as I understand it, that  
10 bus parking can continue on the Olympic Park  
11 until December 2007; is that correct?

12 A. No, it is probable that we would be able to allow the  
13 whole operation to continue until December 2007, and the  
14 parking until July 2008.

15 Q. Now, I have importantly noted the word "probable" in  
16 that last answer. Do I take it that that matter has not  
17 been agreed with the Olympic Delivery Authority, then?

18 A. I said "probable" ... The position is that the land is  
19 owned by the LDA and will be leased to the ODA. We have  
20 agreed with the ODA that we will be able to keep the  
21 buses on their existing sites until the end of 2007, and  
22 in terms of ongoing operation they will be able to stay  
23 on the site, probably on another part of the site,  
24 until July 2008. It is unlikely that they can stay  
25 where they are at the moment until July 2008. I am

1           sorry if I caused any confusion.

2   Q.   Beyond July 2008, there is no prospect of them remaining  
3       on land in the Order area?

4   A.   No, once we go beyond July 2008, it is almost impossible  
5       to continue on the site.

6   Q.   Thank you. Can we just look at some of the details of  
7       those arrangements, please. In paragraph 5 of your  
8       supplementary, you tell us about the arrangements until  
9       the end of 2007, and then in the last four lines, you  
10      talk about in the control of LDA, ODA, and then you say:  
11      "And the bus companies will be subject to restrictions  
12      placed upon them by [yourselves]". There is no  
13      indication given in your proof as to what those  
14      restrictions are going to be, is there?

15   A.   It will primarily relate to routes of access in and out  
16      of the Olympic site. Ultimately, if the roads and the  
17      area have not at that stage been closed, there will not  
18      be any issues. If we have got past the stage of road  
19      closures, we will then have to make specific  
20      arrangements for the routes that will be most  
21      appropriate for the buses to operate on.

22   Q.   And at paragraph 6 where you talk about the period  
23      beyond December 2007, you say:

24                "In conclusion, this would require the maintenance  
25      of First's buses to be undertaken at other garages in

1 East London".

2 That is also the case for Stagecoach, is it not?

3 A. In all likelihood, yes.

4 Q. And it is also right that at paragraph 9, you have  
5 accepted that the costs of constructing a temporary  
6 garage would be prohibitive?

7 A. Yes.

8 Q. Thank you. And in fact it is fair to say, is it not,  
9 that one does not really know what the arrangements  
10 beyond December 2007 would actually involve?

11 A. No, we have identified the specific part of the Olympic  
12 Park that we could make available for the parking, which  
13 will also have some buildings on it, but I am advised  
14 that it would not be possible to carry out the  
15 maintenance operations, or the conversion works that we  
16 would have to do would be -- if I go back to this  
17 point -- prohibitive in terms of cost.

18 Q. It is right that the location within the Olympic Park  
19 and the temporary area is not something that is in  
20 evidence before this Inquiry, is it?

21 A. It is.

22 Q. Is it?

23 A. Yes.

24 Q. In other sessions, is that?

25 A. Yes.

1 Q. Is that something that has been discussed or agreed with  
2 my clients, do you know?



3 A. I do not think so.

4 Q. Okay. And it is right, is it not, that the reality is  
5 that this Inspector cannot have any assurance that the  
6 Parcel Force site will be ready for use by July 2008?  
7 He cannot have assurance that a proper plan exists for  
8 arrangements for these bus routes before that site is on  
9 line?

10 A. I think there is a -- we have demonstrated that there is  
11 a strong probability that the bus depot will be  
12 relocated by the end of 2007, and that we have the  
13 flexibility or we have a certain contingency period of  
14 up to six, seven months to deliver that, up  
15 to July 2008, although that may be at the cost of some  
16 additional compensation in terms of a temporary short  
17 term move within the Olympic Park, or to an alternative  
18 site that Stagecoach may wish to take forward  
19 themselves.

20 Q. Just one moment, please, sir. (Pause).

21 Yes, thank you sir. Those are all the questions  
22 I have for this witness?

23 THE CHAIRMAN: Thank you. Mr Glover, before I invite  
24 re-examination, there is just one point on which  
25 I wanted clarification from Mr Blacker, please, and that

1 was in relation to whether any studies had been  
2 undertaken in relation to contamination. You confirmed  
3 that you had done your own intrusive investigations.  
4 Are you able to tell me the outcome of those

5 investigations?

6 A. Yes. Despite the historic uses, industrial uses, on the  
7 site, the site is relatively uncontaminated, and  
8 certainly the parts of the site we will be using for  
9 continuing industrial uses, and that is this part  
10 specifically, that is factored into the development  
11 programme we have with TFL, that we anticipate the works  
12 being completed by December 2007.

13 THE CHAIRMAN: Thank you. Mr Glover, are there any matters  
14 of re-examination?

15 Re-examination by MR GLOVER

16 MR GLOVER: Sir, there is one that arises partly out of that  
17 and partly out of a question that my learned friend  
18 asked. My learned friend, Mr Blacker, took you to  
19 REB35, and the timetable there for First's relocation,  
20 and you were asked: that was a timescale estimate for  
21 development of Wyke Road, not for Parcel Force. So that  
22 is the question from my learned friend. And then the  
23 Inspector asked you about contamination, and you say  
24 that that has been taken into account in the programme  
25 that anticipates works completed by the end of 2007.

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1 A. That is correct.

2 Q. Can you tell us in very broad terms what the timescales  
3 are?

4 A. Yes. During August 2006, we will be appointing  
5 demolition contractors and asbestos specialists to take  
6 forward the demolition of the sorting office building.  
7 The timetable anticipated for that is six months,

8 taking September through to February for that work,  
9 which at the same time, we will be running planning in  
10 parallel. I think in terms of the detail of the  
11 planning, we are quite confident that we will be able to  
12 demonstrate to the planning authority that the site is  
13 suitable, and I think that is something again that  
14 Stagecoach are in agreement with us, that it is  
15 a suitable site for a bus depot. That will take us to  
16 the end of February 2007 and that will leave us  
17 ten months or 42 weeks to actually deliver the  
18 construction of the new facility, and that would tie in  
19 with our location on the Olympic Park until the end of  
20 2007 and still leave us with our contingency of having  
21 to do the short term move until July 2008 if necessary.

22 Q. Thank you very much. Thank you, sir.

23 THE CHAIRMAN: Thank you. Apart from closing submissions,  
24 I take it that that completes both of the cases. Do you  
25 wish to have a short adjournment before closing

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1 submissions or go straight into closings?

2 MR FRASER-URQUHART: I think perhaps five minutes might be  
3 comfortable and useful.

4 THE CHAIRMAN: Yes. We will come back in ten minutes. That  
5 is normally the sensible thing. Five minutes is never  
6 long enough. Is that acceptable to you, is ten minutes  
7 long enough?

8 MR GLOVER: Sir, ten minutes is long enough. We may even  
9 have a bite to eat.

10 (1.30 pm)

11 (A short break)

12 (1.40 pm)

13 THE CHAIRMAN: The Inquiry is resumed. Have you had  
14 sufficient time gentlemen? Thank you.

15 Mr Fraser-Urquhart, if I can hear the closing  
16 submissions, please.

17 Closing submissions by THE OBJECTORS

18 MR FRASER-URQUHART: Sir, it is always slightly reassuring  
19 when doing Inquiry work to find that the opening  
20 position is not terribly different from the closing  
21 position, and that is the situation here, broadly. Sir,  
22 I will say for your note, rather than for submission,  
23 which you will find difficult to deal with, that to  
24 secure the confirmation, of course the test remains  
25 a compelling case in the public interest, and that that

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1 consideration of the public interest must be  
2 a wide-ranging one.

3 I say that with some force in this particular case,  
4 because of course my clients are not an ordinary  
5 commercial concern. They are providing an extremely  
6 important public service through their provision of bus  
7 services.

8 Sir, you will have now in your notes a succession of  
9 references which illustrate the importance of bus  
10 provision both now and in the future, and as a central  
11 provision of government planning policy. I will not  
12 weary the point, but it is one which must not be lost

13 site of.

14 Sir, this is not simply a matter of money, it is  
15 a matter of continuity of an important service, but it  
16 is worth noting that these are publicly subsidised  
17 services, and their efficient provision and therefore  
18 the efficient use of public resources is a matter of  
19 general public interest and ought, we say, to be  
20 a factor in your consideration of the confirmation or  
21 otherwise of the CPO.

22 So, sir, we say that this is in many ways probably  
23 now a case of timing for you to consider. I will start,  
24 sir, if I may, with the interim arrangements which are  
25 suggested by the LDA. The first and most significant

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1 point is that there is an absolute cut-off of mid-2008  
2 for any provision of interim facilities within the Order  
3 Lands. It is also the case, sir, that there is before  
4 you no evidence as to how, and more importantly whether,  
5 other temporary arrangements could be made outside the  
6 CPO lands. You have seen one costed example which we  
7 put before you to show you the extent of provision that  
8 is necessary, but that is based on wholly untested  
9 assumptions about the availability of particular sites.  
10 And as matters stand, sir, there is nothing before you  
11 to show how these services could be maintained, no  
12 matter at what cost, but how they could be maintained  
13 beyond that point of July 2008.

14 It is also the case, sir, that within that period,  
15 we suggest respectfully that you have very sketchy

16 information as to how provision of a bus operation would  
17 be made, and certainly, sir, all you can say is that you  
18 have clear indications that it would be a most  
19 inefficient use of public resources, and that, sir, we  
20 say is a matter for your consideration.

21 Sir, then one has to consider the details of timing.  
22 It is important to note, sir, that as matters stand, the  
23 proposed Parcel Force site, which of course we accept is  
24 potentially suitable, is one in respect of which no  
25 planning permission exists. Indeed, no application for

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1 planning permission has been made. And we are still, it  
2 seems, at a stage where we are working with an  
3 indicative plan, suggesting that enough land would be  
4 made available by redrawing a line on an indicative  
5 plan. We say, sir, that that is probably as good an  
6 indication as you can have as to where in the process  
7 one actually is.

8 And of course, sir, the whole timescale which has  
9 been put before you by the Authority would be utterly  
10 thrown out of kilter by a refusal of planning  
11 permission, and consequent presumably appeals.

12 It is absolutely right, as Mr Blacker correctly  
13 accepted, that the LDA has no control over the granting  
14 or otherwise of planning permission. So we say, sir,  
15 that you cannot have the appropriate degree of comfort  
16 about the timescales involved in this case.

17 We also make the general point, sir, that a number

18 of assumptions about construction periods have been  
19 made, and it is not exactly unheard of for such  
20 estimates to be wrong, and almost invariably wrong in  
21 the direction of things taking longer than expected.

22 So what we say, sir, is here you are faced with an  
23 important public service that must be maintained. You  
24 cannot have an assurance that if this CPO is confirmed,  
25 it will be maintained. And accordingly, sir, say we,

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1 you should not confirm the CPO until you have that  
2 certainty. And that, sir, is our case.

3 THE CHAIRMAN: Thank you.

4 MR FRASER-URQUHART: Thank you, sir.

5 THE CHAIRMAN: Mr Glover, please, in response.

6 Closing submissions by THE LDA

7 MR GLOVER: Sir, the regenerative benefits of the Olympic  
8 proposals are, in my submission, massive. You have all  
9 the evidence in the main proofs of evidence. Not only  
10 are those benefits massive, they are not disputed, and,  
11 with respect, the gaping silence in my learned friend's  
12 submissions is that they do not take account of that  
13 particular fact; that the benefits that would be  
14 achieved by confirmation of the order, and here in  
15 parenthesis it is important to note that the need for  
16 Stagecoach's land, the existing site, for the Olympic  
17 purposes has not been challenged in the evidence, so we  
18 start from the position that confirmation of the order  
19 will have those massive benefits which have not been  
20 taken into account in the submissions that have just

21           been made to you, but which are clearly relevant.

22           It is also worth noting that those benefits will  
23           provide to this objector company opportunities,  
24           commercial opportunities, when it relocates to the  
25           Parcel Force site. So what is proposed ought to be

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1           seen, in my submission, as good news, not just  
2           generally, but for Stagecoach in particular.

3           Sir, there is a pressing need for the Stagecoach  
4           sites. Mr Higgins explained the need to gain control of  
5           the land when he gave evidence all the way back in week  
6           1; Mr Blacker has brought the position up to date so far  
7           as bus garages are concerned in REB35. The fact of the  
8           matter is that we get to the stage where the land is  
9           needed and it is needed for significant public benefit.

10          Sir, it is not disputed, of course it is not  
11          disputed, that the provision of bus services is also  
12          important in the public interest, and that is why the  
13          LDA has worked so tirelessly to identify a site, has  
14          achieved the identification of a site, and is working up  
15          to achieve the development of that site in coordination  
16          with this objector.

17          Sir, it is my submission, and one on which I will  
18          expand in just a moment, but to come to the conclusion  
19          first, it is my submission that you can have  
20          considerable confidence that the alternative site,  
21          alternative provision, will be made at Parcel Force, and  
22          will be available for the objector at the end of next



23 year, before the interim arrangement to December 2007  
24 has run out, but that it is a belt and braces position  
25 that the LDA adopts to address the faint possibility

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1 that the period will be extended beyond December.

2 Sir, so far as the planning position is concerned,  
3 my learned friend is perfectly right, there is not  
4 a planning permission yet, but the parties are together  
5 developing the details, the objector has not mounted any  
6 evidence to say that in planning or in highway terms,  
7 planning permission is at risk. Indeed, as Mr Barrett  
8 told me in cross-examination, both sides are confident  
9 that a successful bus garage can be achieved here.

10 Work to commence the site, commence the preparation  
11 for the site, will itself be started next month, when  
12 the demolition of the sorting office starts, and there  
13 is every reason to suppose, in my submission, that  
14 development on the remainder will be completed in the  
15 period between February and December of next year.

16 My learned friend was a little cynical to say that  
17 construction timetables extend, they do not contract.  
18 They do contract, it is got right; they do extend. Even  
19 if that were to extend, there are interim arrangements  
20 that can be made, and indeed, as we know from  
21 Mr Barrett, Stagecoach, as he told me in  
22 cross-examination, can themselves make alternative  
23 arrangements; it is a matter of the cost, and that, as  
24 he told me, was what that sheet was all about.

25 So, sir, in the round, the position is this: the

1 public benefit in the confirmation of the CPO in respect  
2 of these sites, that has not been challenged. What is  
3 raised against that palpable benefit is the unlikely  
4 prospect that there may be some months during which  
5 Stagecoach have to make intermediate arrangements to  
6 ensure that the buses continue to run.

7 As I say, the likelihood of that occurring is, we  
8 say, something that is unlikely, and it is something you  
9 will judge on the evidence, but even if it were to  
10 occur, in my submission, that would not justify the  
11 failure to confirm the CPO in the light of the evident  
12 benefits that confirmation brings.

13 Sir, unless I can help you further, those are my  
14 submissions.

15 THE CHAIRMAN: Thank you, Mr Glover. I wonder before  
16 I adjourn, are there spare copies of the plans for the  
17 Inquiry library and for use by colleague Inspectors? If  
18 you have two copies it would assist greatly.

19 MR FRASER-URQUHART: I am sure it can be arranged.

20 THE CHAIRMAN: Perhaps that can be handed in in a moment or  
21 two. I will leave those arrangements to be made.

22 If there is nothing further, can I thank you both  
23 for making very use of the Inquiry this afternoon. This  
24 session is now adjourned. The next session is due to  
25 commence at 2.00. I see the objector,

1 Mr Anderson Armstrong, is present but on the basis that  
2 I have gone on rather a little later than I had  
3 anticipated, we need to clear the room and make  
4 preparations for the next appearance. Mr Armstrong,  
5 would 2.25 pm inconvenience you?

6 MR ARMSTRONG: No, it would not.

7 THE CHAIRMAN: Thank you. I will adjourn the Inquiry until  
8 2.25 pm. Thank you.

9 (2.00 pm)

10 (A short break)

11 (2.30 pm)

12 Case for THE OBJECTOR, MR ANDERSON ARMSTRONG

13 THE CHAIRMAN: I will make a start. Hopefully the glasses  
14 can be brought in and circulated fairly discreetly in  
15 a few minutes.

16 Good afternoon, everybody. As you know this Inquiry  
17 is into the London Development Agency (Lower Lea Valley,  
18 Olympic and Legacy) Compulsory Purchase Order 2005. The  
19 Inquiry is now resumed.

20 You will also know that my name is David Rose and  
21 I am the Lead Inspector appointed by the Secretary of  
22 State. This afternoon's appearance is  
23 Mr Anderson Armstrong, 11H Brook Court, Clays Lane.

24 My apologies once again for keeping you waiting. I  
25 know you arrived in good time but as I said earlier, we

1 had a slight overrun. In the normal way, I will take

2 formal appearances. For the London Development Agency  
3 please?

4 MR PEREIRA: Sir, I appear. My name is James Pereira and  
5 I am a barrister instructed on behalf of the LDA. I am  
6 calling one witness and that is Mr Andrew Gaskell.

7 THE CHAIRMAN: Thank you. Mr Armstrong, you are appearing  
8 on your own behalf this afternoon, are you not?

9 MR ARMSTRONG: Yes. I am also accompanied by  
10 Miss Orasa Eyre, who is a resident of 2J Bamford Court,  
11 Clays Lane. She is here because some of my evidence  
12 pertains to her situation.

13 THE CHAIRMAN: As I understand it, Orasa Eyre is an objector  
14 and part of the Clays Lane collective, is that right?

15 MR ARMSTRONG: Technically, yes, as I have also signed as  
16 part of that, although I have no intention of being part  
17 of that move.

18 THE CHAIRMAN: You say you have signed as part of that.  
19 Have you actually withdrawn your instruction to  
20 solicitors?

21 MR ARMSTRONG: I never instructed them.

22 THE CHAIRMAN: You have not instructed?

23 MR ARMSTRONG: No.

24 THE CHAIRMAN: What about Miss Eyre? She is on the most  
25 up-to-date list I have.

1 MR ARMSTRONG: She has signed her name but she has not  
2 completed any formal forms which instruct  
3 Irwin Mitchell.

4 THE CHAIRMAN: Okay, she is not appearing in her own right  
5 anyway this afternoon, and whether we need to call here  
6 to give any evidence is a matter for my discretion  
7 whether a need arises, so if the need arises I will  
8 consider the matter at that particular point.

9 Does either party have any documents to hand in  
10 before we start? Thank you. Just to inform you that  
11 I understand that the fire alarms are due to be tested  
12 at 3 o'clock, so no doubt we will be interrupted at that  
13 time, but there will be no need to leave the building  
14 unless we are told otherwise.

15 Mr Armstrong, so far as your objection is concerned,  
16 you had asked to take part in a round table discussion,  
17 having said that you were not part of the collective  
18 case for Clays Lane residents, but there has been no  
19 requests of a similar nature for round tables and so  
20 I am reverting to the normal Inquiry procedure and this  
21 formal setting. In a few moments you will have the  
22 opportunity to present your case and answer questions  
23 put by Mr Pereira. I will then hear from Mr Gaskell,  
24 and you can ask him questions about his evidence.

25 MR ARMSTRONG: Okay.

1 THE CHAIRMAN: From your written statement I am aware that  
2 there have been some difficult times for you over the  
3 last couple of years and that you have been involved  
4 with a number of distinct groups or organisations and  
5 you tell me about the Clays Lane Housing Co-operative  
6 management committee, the chair of that committee, the

7 Community Based Housing Association, certain of its  
8 staff, the Newham housing team, the police, the Safer  
9 Neighbourhood Unit and the London Development Agency.

10 I recognise from that that it might be difficult  
11 from time to time to recognise where responsibilities  
12 begin and end. But I must make it clear that my role  
13 relates solely to the process of compulsory purchase and  
14 the compulsory purchase order, and whether the London  
15 Development Agency has in place appropriate measures to  
16 secure suitable rehousing for you. I do not intend to  
17 hear anything about alleged antisocial behaviour, rent  
18 arrears or general management by CBHA, and we will need  
19 to focus this session on the key issue before me, and  
20 that key issue is whether the London Development Agency  
21 has in place appropriate measures to secure your  
22 rehousing.

23 Written statements have been submitted by both  
24 parties. I have the one that forms part of your e-mail  
25 and I have the rebuttal from Mr Gaskell, REB40, which

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1 I presume you have, and as far as possible, I shall take  
2 these as read. I am entirely familiar with the contents  
3 so they do not need to be read in full to the Inquiry.

4 MR ARMSTRONG: Can I just make a response to that statement?

5 THE CHAIRMAN: You can, yes.

6 MR ARMSTRONG: While I am aware that you would rather not  
7 hear the details of certainly the rent arrears and the  
8 antisocial elements of my statement --

9 THE CHAIRMAN: It is not so much a question I would rather  
10 not. For one thing, I have read them, so I do not need  
11 to hear those. But having read them, I am not convinced  
12 that they are in any way relevant to my role in terms of  
13 the compulsory purchase order and the main issue that  
14 I have identified.

15 MR ARMSTRONG: That is going to be a bit of a problem for me  
16 to be able to deliver a coherent opposition. I mean,  
17 I will do my best.

18 THE CHAIRMAN: Well, you have that opportunity. If you want  
19 a few minutes to think about your case I am quite happy  
20 to grant that.

21 MR ARMSTRONG: No, no.

22 THE CHAIRMAN: What I am seeking to do is give you clear  
23 guidance from the outset. What I do not want to do is  
24 be in a position where I constantly interrupt you and  
25 tell you it is irrelevant, nor do I want to waste your

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1 time in spending maybe an hour with evidence and then  
2 for me to say: thank you very much, but none of that was  
3 relevant.

4 So the invitation this afternoon is to focus on the  
5 key issue so that we can make sure that you are able to  
6 use this session to the best of your ability and that we  
7 really can deal with the matter before the Inquiry as  
8 opposed to matters that I just really do not have any  
9 jurisdiction over whatsoever.

10 MR ARMSTRONG: Like I say, I will do my best.

11 THE CHAIRMAN: Thank you. So in terms of your evidence, as

12 I say, I do not need it to be read. Are there any  
13 specific parts that you would wish to draw my attention  
14 to relating to the main issue that I have identified?

15 MR ARMSTRONG: There are a number of areas. First and  
16 foremost, the point I want to stress is that myself and  
17 Orasa Eyre have been regarded as -- we have been told  
18 that we are --

19 THE CHAIRMAN: What I need to make clear also, and  
20 I apologise for interrupting, is that you are here to  
21 present your own case. You are not acting on behalf of  
22 anybody else. So the case is in the singular rather  
23 than the plural, please.

24 MR ARMSTRONG: Okay, no problem. I have always been aware  
25 that I have been a priority to be moved off the estate.

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1 When the CPO -- the details of the CPO arrived back  
2 in November for my objection, or acceptance, there was  
3 a number of elements that were unclear for me. I was  
4 being asked, as I state in my evidence and in my  
5 opposition, I was being asked to agree with them, agree  
6 to be relocated, without there being any structure or  
7 formal process that was being presented to me at that  
8 time pertaining to my relocation.

9 THE CHAIRMAN: So what you are saying is that you were  
10 receiving information indicating that you would be  
11 required to move, but no indication to tell you about  
12 the actual process of how, when and where?

13 MR ARMSTRONG: No information.



14 THE CHAIRMAN: Is that a fair summary?

15 MR ARMSTRONG: That is a fair summary.

16 THE CHAIRMAN: Okay, thank you.

17 MR ARMSTRONG: Further to that, I was aware that given

18 details which I am not going to go back on, that my

19 desires were probably different from the desires which

20 were expressed at the group meetings back in November,

21 in that I wanted to move as far away from that kind of

22 environment that is around Clays Lane as possible, and

23 I made that clear to the area manager, the CBHA area

24 manager.

25 THE CHAIRMAN: So is that in terms of wanting to move away

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1 from a co-operative, joint living and the like, and also

2 in terms of location, to distance yourself from the

3 location of Clays Lane, or just the concept of living

4 there?

5 MR ARMSTRONG: Both the concept, and in terms of location,

6 while I wanted to remain in central London, and as close

7 as possible to central London as it was imagined I could

8 have, but as far away from that kind of environment.

9 THE CHAIRMAN: Yes. So that is the initial starting point;

10 your wishes made clear, your needs made clear.

11 MR ARMSTRONG: Yes, those are my absolute needs. And those

12 were the needs I made clear in my completion of the CBHA

13 questionnaire, which I completed the first day that CBHA

14 were on Clays Lane.

15 THE CHAIRMAN: Do you know roughly when that was?

16 MR ARMSTRONG: That was the 1st August. I had a vested

17 interest in being there, because I was not allowed on  
18 the estate before that.  
19 THE CHAIRMAN: Yes, right. Okay.  
20 MR ARMSTRONG: Do you want me --  
21 THE CHAIRMAN: Yes, I am happy for you to go on. This is  
22 very useful in terms of going through these phases step  
23 by step. It really is quite clear, yes.  
24 MR ARMSTRONG: Okay, sure. What happened in the first  
25 period of CBHA's executive control of the site, of

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1 Clays Lane, really made me feel that on the one hand,  
2 the area office, the area manager at that time, I felt  
3 was excellent. Time was taken to assess my needs, to  
4 understand the issues that I was presenting to CBHA, and  
5 a very open and honest feedback was being received by me  
6 from that area manager at that time. May I give you an  
7 example?  
8 THE CHAIRMAN: Yes, please do.  
9 MR ARMSTRONG: In September, I was offered a place of safety  
10 tenancy by the area manager, and the first two  
11 households that the area manager approached were  
12 reluctant, given her explanation of my situation, to  
13 place their households in danger. One household had  
14 a heavily pregnant woman, and another household said  
15 that they did not want the possibility of anybody armed  
16 or dangerous seeking me out if circumstances were to  
17 change.  
18 The area manager took the time to meet those

19 households, arrange formal meetings between myself and  
20 those households, and eventually found a house where  
21 I was accepted. She also, although I am not able to  
22 refer to Miss Eyre, did exactly the same.

23 THE CHAIRMAN: Okay.

24 MR ARMSTRONG: Then there were a series of meetings that  
25 were designed to allow the LDA to confer directly with

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1 Clays Lane residents, and these the area manager  
2 arranged on a courtyard by courtyard basis, ie there --  
3 I think there are about 12 courtyards on the estate, and  
4 she did two courtyards at a time, and arranged for  
5 everybody to be informed regarding what was going to  
6 happen next, but she was not able to present  
7 a timetable, a clear timetable, and I respected that  
8 degree of candour.

9 It was in that spirit that I was told, number one of  
10 my priority status, ie if there was anybody who was  
11 deemed to be a higher priority to be relocated than  
12 myself, and my understanding was that the persons that  
13 were higher than me, one was Miss Eyre, and another was  
14 the gentleman that was featured in the March newsletter  
15 put out by the LDA and CBHA. Can I mention his name?

16 THE CHAIRMAN: I think on the basis we can probably identify  
17 him from the newsletter I have no objections to you  
18 mentioning the name if you want.

19 MR ARMSTRONG: Mr Ahmed Opoku Appiah.

20 THE CHAIRMAN: We might have problems with spelling.

21 MR ARMSTRONG: (Name spelt). And Mr Appiah was known to me

22 in my time as courtyard rep at Taylor Court, and I was  
23 asked to relocate him in my house on the ground floor,  
24 because he had arthritis. I helped him to move his  
25 furniture, helped him to pack his clothes, helped him

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1 with things like shopping and generally kept an eye on  
2 him to make sure his general well being --

3 THE CHAIRMAN: So he was given a higher priority status than  
4 you?

5 MR ARMSTRONG: Yes.

6 THE CHAIRMAN: What happened next?

7 MR ARMSTRONG: What happened was that on 22nd December, as  
8 if in confirmation of my priority status, I received,  
9 and I refer everybody to 303/1/8 document, I received  
10 that document from CBHA.

11 THE CHAIRMAN: 303 --

12 MR ARMSTRONG: 303/1/8, dated 22nd December 2005.

13 I actually received it, being delivered by a maintenance  
14 person on site, at 5 o'clock that evening, and it  
15 invited me to make a choice or a number of choices for  
16 viewing, and I was overjoyed. So the first day of the  
17 New Year, the first working day of the New Year,  
18 4th January, I made sure I was the first person to enter  
19 the CBHA area office, I was there at 9.30, and  
20 I registered two choices.

21 I was always aware that there may be other people  
22 who would be interested in the same choice, and I have  
23 never been under any illusions that properties would be

24 held aside for any person. I was told that, that that  
25 would not be the case. Priority would be taken into

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1 account should there be more than one person interested  
2 in any particular property. So I just want to make that  
3 very, very clear.

4 THE CHAIRMAN: Okay. So this is the process that is  
5 outlined in your evidence, is it not, at 3.21, and  
6 presumably 3.22, where you go on to tell us about  
7 40 Balderton Flats, is that right?

8 MR ARMSTRONG: Yes.

9 THE CHAIRMAN: So you received the invitation to view one  
10 property.

11 MR ARMSTRONG: No, what happened was that I made clear that  
12 I was interested in two properties.

13 THE CHAIRMAN: Okay.

14 MR ARMSTRONG: And I said that I would like to view those  
15 two, and I will only be choosing from those two.

16 THE CHAIRMAN: And was one of those 40 Balderton Flats?

17 MR ARMSTRONG: Yes. I registered there formally, as far as  
18 I am aware, on 4th January.

19 I was then told by a woman named Letitia, in the  
20 area office, to come back the following day, when I  
21 would receive details as to when I could view those two  
22 dwellings. At 9.30 the following day I was back in the  
23 office, and I was told then by Letitia -- she gave me  
24 a paper which is 303/1/9. As you can see, it is dated  
25 5th January. As you can also see, there is

1 a correction. It says "both properties", but "both" is  
2 crossed out. The syntax is slightly inaccurate. So  
3 I asked her immediately, what has happened to  
4 40 Balderton?

5 I must stress at this point that over the Christmas  
6 holidays I went to both of these places. In the past  
7 I had lived in several Peabody addresses as a short life  
8 tenant, and so I knew many of the places which were on  
9 the initial list given to me on 22nd December. I had  
10 actually lived in a few of those places as a short life  
11 tenant. I knew their configurations, the strengths and  
12 weaknesses of every single dwelling on the list, what  
13 buses ran there, services, shops, distances. So it was  
14 an informed choice that I was making on 4th January.

15 I was told on 5th by Letitia that 40 Balderton had  
16 been reserved. So I was very angry, because I thought  
17 to myself: how could this property be reserved so soon  
18 into the process? And I did not know that properties  
19 were being reserved. So I said: when was it reserved;  
20 by whom; at what time yesterday was it reserved? She  
21 looked very, very uncertain and she said: I will look  
22 into it, I will get back to you.

23 She got back to me in the form of a letter, which  
24 was 303/1/10. As you can see, there is now a formal  
25 invitation to view 40 Balderton Flats, and 303/1/11, and

1           that is a cancellation, but I will come to that.  
2           303/1/10 is a formal invitation. A few days later, that  
3           invitation was cancelled.

4           I -- and I do not know if anybody else would be  
5           different, but I assumed, when Letitia said she was  
6           getting back to me, she got back to me by giving me the  
7           formal invitation to view 40 Balderton Flats.

8   THE CHAIRMAN: Which presumably at the time was what you  
9           wanted, you wanted the invitation to view Number 40, did  
10          you not?

11   MR ARMSTRONG: Sorry?

12   THE CHAIRMAN: So in terms of getting that formal  
13          invitation, that is what you were seeking, an invitation  
14          to view?

15   MR ARMSTRONG: That is what I understood as the formal  
16          process. Even when I was a short life tenant, you  
17          cannot, in my understanding, choose a dwelling without  
18          seeing it.

19   THE CHAIRMAN: Indeed. So having got that formal invitation  
20          to view, what happened next?

21   MR ARMSTRONG: It was cancelled on -- yes, I received  
22          another invitation to view, and that is 303/1/13. Hold  
23          on a second, this is written in a way that -- this  
24          letter was dated 10th February, and exactly the same,  
25          13th February. So we are a month down the road, but ...

1           I went down to the place, 40 Balderton, and I got down  
2           to the location at the appointed time, waited for the

3 Peabody representative to show up, and I got the call,  
4 just like a call on my mobile.

5 THE CHAIRMAN: So you got a phone call whilst you were  
6 outside?

7 MR ARMSTRONG: Yes, and that call said to me, "Sorry,  
8 Mr Armstrong, we cannot have a Peabody representative to  
9 show you this place, we will have to arrange another  
10 time".

11 THE CHAIRMAN: So with the phone call telling you there was  
12 no representative to show you around, did they actually  
13 give you another date and time at that point?

14 MR ARMSTRONG: Not at that point, no. I came back and spoke  
15 in the office, no problems, as far as I am concerned,  
16 I am just following what I am told.

17 THE CHAIRMAN: Okay.

18 MR ARMSTRONG: You know, I am starting to plan for when I am  
19 going to move to one. I did speak to the caretaker.

20 THE CHAIRMAN: Yes, I understand that. So what were you  
21 told when you returned to the office?

22 MR ARMSTRONG: I was told to wait for another appointment.

23 THE CHAIRMAN: Okay.

24 MR ARMSTRONG: That was on 13th February.

25 THE CHAIRMAN: And would that be another one which was in

1 writing?

2 MR ARMSTRONG: Yes.

3 THE CHAIRMAN: Yes?

4 MR ARMSTRONG: Yes.



5 THE CHAIRMAN: So what happened next? You were telling me  
6 you were waiting for another appointment to come  
7 through.

8 MR ARMSTRONG: Yes. Another appointment was given to me in  
9 the office for 22nd February. I went down there. When  
10 I got out of the tunnel, I had a missed call on my  
11 phone. I went by tube and I got a missed call, and when  
12 I called up the CBHA, Clays Lane office, I was told that  
13 the Peabody representative would not be there again. So  
14 it was a waste of --

15 THE CHAIRMAN: Did they give any reason?

16 MR ARMSTRONG: Well, first of all, on that occasion,  
17 I called Peabody first. Peabody told me that they had  
18 informed the Clays Lane office, they had informed them  
19 the week before, and so the Clays Lane office should  
20 have told me. But the representative, the Peabody  
21 representative was on a day's leave that day. So I had  
22 not had an opportunity to view, but what I did that day,  
23 as I explain in 303/19 and 303/20, I met the caretaker,  
24 I got his permission to see a similarly configured flat,  
25 I looked through the letter box of 40 Balderton, and

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1 I counted the bricks outside to work out the floor to  
2 ceiling heights. So all I needed to do now was see the  
3 other flat which I had also not been allowed to see --

4 THE CHAIRMAN: But presumably you came to the conclusion  
5 that 40 Balderton Flats was suitable and that is where  
6 you wanted to be?

7 MR ARMSTRONG: Yes.

8 THE CHAIRMAN: And then when you saw the other one -- is  
9 that the one at Brown Hart Gardens?  
10 MR ARMSTRONG: No, 40 Balderton is in Brown Hart Gardens.  
11 It is a complex of flats. No, the other flat was 7  
12 Farriday House.  
13 THE CHAIRMAN: Yes, and that is the one that you came to the  
14 conclusion, was not suitable, was not big enough?  
15 MR ARMSTRONG: No, I actually got an appointment on  
16 23rd February to view 7 Farriday, and now what I did,  
17 I thought, as I have had wasted journeys before, I went  
18 into the CBHA area office at Clays Lane just before  
19 I was about to go, to check with everybody. I spoke  
20 with Letitia, I said, "I just want to know if there is  
21 any problems with me viewing 7 Farriday". I also  
22 specifically asked, I said, "Would my rejection of  
23 7 Farriday affect my choice of 40 Balderton?" and she  
24 said -- and her words were this -- "No, because nobody  
25 has been able to view either flat". This was on

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1 23rd February.  
2 THE CHAIRMAN: Yes.  
3 MR ARMSTRONG: I also spoke to the area manager, the new  
4 area manager, a woman named Michaela. My perception of  
5 Michaela --  
6 THE CHAIRMAN: I do not know whether we need a perception,  
7 but did she say a similar sort of thing?  
8 MR ARMSTRONG: Yes, she said there would be no problem.  
9 THE CHAIRMAN: Did you then go to 7 Farriday?

10 MR ARMSTRONG: I then went to 7 Farriday at the time  
11 appointed, met the Peabody representative, found the  
12 flat unsuitable, it could not accommodate the kind of  
13 furniture I have, I rejected it on the spot, and that  
14 was that. Then about -- I mean, we are talking about  
15 an hour after I spoke with Michaela in the Clays Lane  
16 office directly, I got the call from Michaela on my  
17 mobile. Now, she says, "Oh, I am sorry, but 40  
18 Balderton has gone". So I said, "What do you mean,  
19 gone?" She said, "It was reserved for somebody else,  
20 and I am really sorry, we should have told you earlier".  
21 Now, I thought to myself --

22 THE CHAIRMAN: Did she tell you when it had been reserved?

23 MR ARMSTRONG: I asked her that, and I stated that in my  
24 letter 303/1/20 and 303/1/19. She said, "I manage many  
25 things in this office, I am not prepared to tell you

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1 when we offered this flat to another tenant". I felt  
2 that was very significant. So I said to her, "Why not?  
3 This is not confidential information. I am not asking  
4 the identity of the person. I am not asking the whys  
5 and wherefores". She said, "The person has medical  
6 reasons". I said, "I am not interested in the medical  
7 reasons". I said, "I have been to try and see this  
8 flat" --

9 THE CHAIRMAN: And this is what you set out at 3.25 in your  
10 statement, is it?

11 MR ARMSTRONG: Yes.

12 THE CHAIRMAN: So as a result of being unsuccessful on

13 40 Balderton, have you been offered any other properties  
14 to view?

15 MR ARMSTRONG: Well, before I even answer that -- I have,  
16 but those offers take place at crucial times, so with my  
17 situation, the sequence of events is more important than  
18 the substance in many ways, because the sequence is the  
19 substance.

20 It was clear to me that 40 Balderton had been  
21 offered a long time before, once Michaela had told me on  
22 the mobile phone that it had been reserved, and CBHA  
23 were hoping that I would accept 7 Farriday, and that  
24 would save them the trouble of having to inform me that  
25 they had mismanaged the situation.

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1 THE CHAIRMAN: Now, in your proof you set out a lot about  
2 those sort of allegations, but what I am interested in  
3 is whether you have been offered other properties  
4 subsequently, and your reaction to those.

5 MR ARMSTRONG: I was offered one other property, but I was  
6 offered that property when it became clear that CBHA had  
7 completely mismanaged my rental account.

8 THE CHAIRMAN: And again, that is explained in your proof,  
9 is it not?

10 MR ARMSTRONG: Yes.

11 THE CHAIRMAN: Where was that property?

12 MR ARMSTRONG: That property was around the back of the  
13 Houses of Parliament. I knew of the estate, again from  
14 my time with Westminster short life, but I was not

15 prepared to accept it anyway, irrespective of the fact  
16 that I actually took the trouble to go down there that  
17 very night that it was offered, because Newham Housing  
18 had just written to CBHA seriously questioning their  
19 practices. My case worker had sent a letter on  
20 29th March, and as I had received the very, as far as  
21 I am concerned, insulting letter from the services  
22 director --

23 THE CHAIRMAN: Just before we go on to that, how did you  
24 know that Newham Housing had written to CBHA?

25 MR ARMSTRONG: Because my case worker sent me a copy of that

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1 letter.

2 THE CHAIRMAN: Okay.

3 MR ARMSTRONG: I had asked my case worker to look at the  
4 management practices.

5 THE CHAIRMAN: So you confirmed to CBHA that you were not  
6 interested in that particular property.

7 MR ARMSTRONG: Well, I received the notification of the --  
8 the way things were done were completely different from  
9 the way 40 Balderton was done. I received notification,  
10 and the letter was dropped, I was told, by another house  
11 member, about 4.30 in the evening. It was a Wednesday,  
12 5th April. And I came back -- I had actually met SNU on  
13 that day, because they convene meetings on the site on  
14 Wednesdays, and I came back from a meeting with SNU at  
15 8 o'clock, and so I went down to the site, down to the  
16 estate at Abbey Orchard Street, I got down there at  
17 10 o'clock at night, looked around, noted a number of

18 things that were not to my approval, and so I knew that

19 I was able to make an informed choice.

20 THE CHAIRMAN: Okay. So you rejected that?

21 MR ARMSTRONG: Yes. But what happened was the following

22 morning at 9.30 am, I got a call from Letitia, so this

23 was first thing in the morning, and her words were this,

24 a very forcing tone, "I just want to know when you are

25 going to view the offer that we made you yesterday".

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1 So I said to her that I would reply in due course

2 later today, and I replied in writing, to CBHA's head

3 office, because I had lost total faith in the processes

4 at the Clays Lane area office. Bearing in mind that

5 Abbey Orchard Street was the first -- the notification

6 that this flat was available for me was the first

7 contact I had had with CBHA since I received the letter

8 from their services director on 13th March, and

9 a complaint procedure was well underway. So I was not

10 sure what the status of this particular offer was;

11 whether this was as part of the complaints, as

12 a compensation; whether --

13 THE CHAIRMAN: That is not something that we are going to be

14 able to bottom out I think, this afternoon, and I do not

15 think it is particularly relevant to my consideration.

16 MR ARMSTRONG: No problem.

17 THE CHAIRMAN: Have there been any other offers since or is

18 that the last time you heard from them in terms of

19 offers of properties?

20 MR ARMSTRONG: No, there was no subsequent offer.  
21 THE CHAIRMAN: Has anybody provided you with any information  
22 about how the process is going to work in the future?  
23 I am just wondering whether you are in the position of  
24 knowing whether further offers will be made and what the  
25 situation is, because at the very outset of this

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1 afternoon you were concerned that you did not know about  
2 the process, having received the CPO, as to what would  
3 be offered where and when. Are you any clearer today?

4 MR ARMSTRONG: I was given a document by Mr Julian Cheyne,  
5 and this was given to him following a Clays Lane On The  
6 Move meeting with the LDA, SNU and other people. But  
7 I am not part of Clays Lane On The Move, and he gave me  
8 that document, I think on the weekend before the  
9 12th July.

10 No document has ever been passed to me by CBHA, by  
11 the LDA or anybody else, or through SNU, regarding the  
12 specific format, or even the non-specific format, of the  
13 rehousing process and policy to date.

14 THE CHAIRMAN: So that has taken us through what has  
15 happened over the last seven or eight months from the  
16 lead-up to the making of the order and where we are  
17 today.

18 MR ARMSTRONG: In an empirical fashion, yes.

19 THE CHAIRMAN: Well, it is for me to be able to identify the  
20 key facts, so in terms of going through that as a stage  
21 process, that is helpful. Is there anything else within  
22 that time period which is relevant to the issue that

23 I had identified earlier on, whether the LDA has in  
24 place appropriate measures to secure your rehousing?  
25 MR ARMSTRONG: A number of points were made in a number of

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1 letters. Well, certainly the letter from the services  
2 director, Edward Ogundele, on 13th March --

3 THE CHAIRMAN: These are the letters that are before me  
4 anyway, so those I have read and I will reread as well.

5 MR ARMSTRONG: Yes. It is not so much what he writes; it is  
6 the way he writes. Much of my evidence and much of my  
7 prepared -- is reading into the precise meaning that has  
8 been presented to me.

9 Edward's first -- how would I say -- "give" on this  
10 one was his first paragraph on 13th March, and that is  
11 that new systems are in place to ensure that what  
12 happened with me -- I mean, I am paraphrasing --

13 THE CHAIRMAN: Yes, that is helpful.

14 MR ARMSTRONG: -- what happened with me and 40 Balderton  
15 will not be repeated. He declined to say what they  
16 were. He then connected a number of things. He said  
17 that if I was so frightened for my safety, why did I not  
18 choose 7 Farriday? And this was in the same letter as  
19 him saying that 7 Farriday is not going to count as  
20 a legitimate offer.

21 Now, I am not allowed to talk about the antisocial  
22 incident, but he linked it in that letter, and he linked  
23 it in a disparaging way, the idea being that if I was  
24 really under threat, I would have taken the --



25 THE CHAIRMAN: Then why did you not go, yes.

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1 MR ARMSTRONG: -- first barnacle that was offered to me off  
2 the estate. I do recall asking Carmen, who was the  
3 former area manager, if a place could be found  
4 temporarily off the estate until the relocation process  
5 starts. She said that would not be possible. So I left  
6 it. I did not see why Edward felt the need to make that  
7 point.

8 THE CHAIRMAN: Okay.

9 MR ARMSTRONG: And I felt that he was denigrating or trying  
10 to undermine my priority status.

11 THE CHAIRMAN: So in terms of your concern, it is the lack  
12 of actually getting a suitable offer of accommodation,  
13 and the tone of correspondence?

14 MR ARMSTRONG: And one other thing, yes, those two, but also  
15 the fact that I remain a priority, in my mind, as far as  
16 I am concerned, given my experiences, and the fact that  
17 I have acted responsibly at every step of this way.  
18 I have asked CBHA and copied letters to the LDA nine  
19 times.

20 THE CHAIRMAN: Do you understand that you still remain  
21 a priority case or has that situation changed?

22 MR ARMSTRONG: I have never been given any notification that  
23 my priority status has either changed, or that I am  
24 a priority any more, and I have asked nine times in  
25 writing.

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1 THE CHAIRMAN: So earlier on in the process, when you were  
2 told you were a priority case -- number three on the  
3 list I think it was, was it not?

4 A. Yes.

5 THE CHAIRMAN: Were you told that orally or did you actually  
6 have something in writing?

7 MR ARMSTRONG: I was told that orally. I also repeated that  
8 to -- what is her name again -- Michaela. That was on  
9 the 23rd in this heated phone conversation, and I said  
10 that Carmen told me that I was at number three priority  
11 behind Orasa and behind Mr Opoku. She said: I cannot  
12 think why Carmen would have told you that. My response  
13 was: because it was true. She made no response. She  
14 did not say it was not true, she did not challenge it.  
15 Nobody from CBHA or the LDA has challenged it until  
16 303/1/47 I had a meeting with SNU about two weeks ago.

17 I have been trying to get a meeting between myself,  
18 CBHA and SNU so that we could have a recorded meeting  
19 with a neutral body. I regard SNU as a neutral body.  
20 I was told by SNU that Edward, the services director,  
21 would agree to a 15-minute meeting, recorded meeting. I  
22 did not feel that anything more than shaking hands and  
23 switching on the lights --

24 THE CHAIRMAN: Not long enough?

25 MR ARMSTRONG: No. I felt that that was contemptuous. The

1 second thing was that CBHA made a claim that they had  
2 sent me a letter following a meeting I had on the  
3 antisocial issue confirming the outcome of that. Now  
4 I had not received any letter which confirmed the  
5 outcome of that meeting. This is relevant to my  
6 rehousing, as I go on to say.

7 Sir, Michaela and Edward then presented by hand  
8 a copy of the letter they insist was sent to me, and  
9 that letter was dated 26th June. In this letter, which  
10 of all the letters that I have got arrayed before me,  
11 copied in my evidence, this is the only letter from CBHA  
12 that does not have a letterhead and is not signed with  
13 a recognisable signature by the person concerned. Even  
14 the most trivial letter from CBHA has those basic  
15 details. This letter seems to claim that I have agreed  
16 that I am no longer at threat, I no longer feel in  
17 danger on the estate. This is a clear undermining of  
18 whatever priority status CBHA has attached to my  
19 presence on Clays Lane.

20 THE CHAIRMAN: Have you had any clarification of that or  
21 further correspondence?

22 MR ARMSTRONG: I have asked SNU to clarify that. SNU are  
23 awaiting CBHA's response. The letter purports to come  
24 from a member of the antisocial team, a Matthew Coates.  
25 I know what his signature looks like.

1 Three days before that letter, I did receive  
2 a letter from a Sue Brown at the antisocial team. Now,  
3 CBHA did not say to SNU that they had sent any other

4 letter apart from the letter that they claim was sent,  
5 and so there is a conflation between the letter which  
6 CBHA claims they sent me and the letter which was  
7 actually sent to me confirming the outcome, and this is  
8 the kind of thing that has been happening since the  
9 7th February of this year, with CBHA.

10 The antisocial issues and the rent issues, they are  
11 so overwhelmingly of this nature.

12 THE CHAIRMAN: Those issues, as I said, were not relevant to  
13 me. So in terms of where we are today, is there  
14 anything else that you want to draw out in relation to  
15 the process of rehousing? We have talked about  
16 initially when the order was made a lack of information  
17 and so on. You were then concerned about what happened  
18 over the offer of properties, 40 Balderton to start  
19 with, and then others. You have touched on the tone of  
20 correspondence, a situation that has gone on over recent  
21 months, and concern about whether in fact you still have  
22 or whether you have priority status.

23 MR ARMSTRONG: Yes.

24 THE CHAIRMAN: Are those the key elements of your objection?

25 MR ARMSTRONG: One other. I mean, my objection is about,

1 yes, the relocation process, the way it has been  
2 handled, the way it has been managed. But if you are  
3 going to give me information, give me accurate  
4 information, and do not use confidentiality as some sort  
5 of fig leaf. I want to be told when this offer -- you  
6 know, in the rebuttal to me, Andrew Gaskell says that

7 I received an offer -- I am paraphrasing -- in February:

8 "The inference is that Mr Armstrong had formally  
9 expressed an interest in the property in February."

10 In terms of my understanding of what took place,  
11 that is loose language.

12 THE CHAIRMAN: You will be able to ask Mr Gaskell about his  
13 understanding of the situation if you wish when he gives  
14 his evidence.

15 MR ARMSTRONG: The most important thing for me is when CBHA  
16 made an offer to another tenant. I do understand that  
17 that tenant only managed to move in -- assuming that  
18 other tenant is a Clays Lane tenant, because I have no  
19 indication that the tenant is a Clays Lane, apart from  
20 the say-so of Edward and Michaela, but I understand that  
21 the tenant moved into 40 Balderton at the end of May,  
22 and that the premises were renovated, and the  
23 renovations were complete before the end of April. 40  
24 Balderton was being extensively refurbished.

25 One other thing that I want to note is that

1 40 Balderton is in a walk-up type block. There is no  
2 mechanical lifts, there is no provision for anybody who  
3 is disabled, and for somebody who is choosing somewhere  
4 on medical grounds to reject a property which has  
5 a lift, not even to request to see it, for me seems odd.  
6 It seems odd that somebody with medical reasons to live  
7 in central London can pick and choose with unerring  
8 accuracy which property they are able to relocate in

9 without feeling the need --

10 THE CHAIRMAN: Again, this is covered in the proof, is it  
11 not? Can you tell me what floor 40 Balderton is on? Is  
12 it a first, second floor?

13 MR ARMSTRONG: It was the second floor. It is a slightly  
14 strange arrangement, because they have a basement,  
15 ground and first, and it is the second floor.

16 THE CHAIRMAN: Basement, ground, first --

17 MR ARMSTRONG: And second.

18 THE CHAIRMAN: And then a second?

19 MR ARMSTRONG: Yes, there are five floors.

20 THE CHAIRMAN: Okay.

21 MR ARMSTRONG: Mr Gaskell also says in his rebuttal to me --  
22 there are a number of things. I am not sure whether

23 I am able to go into it at this point or would you --

24 THE CHAIRMAN: You have a choice. You can either pick out  
25 things you want to comment on in the rebuttal so you

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1 have done it has part of your case or you can ask him  
2 questions about it. It may be easier to pick the pieces  
3 out now so that you can then actually comment on them  
4 and outline any concerns in relation to the rebuttal and  
5 if there are any matters you want to question him on,  
6 you will have the chance to do that later on.

7 MR ARMSTRONG: Okay. In 3.3 of Mr Gaskell's rebuttal, he  
8 says:

9 "The highest priority is afforded to vulnerable  
10 residents and those whose medical condition affects  
11 their housing needs."

12           Now, I assume that that is an equivalence. It  
13 depends on the merits, strengths and weaknesses of each.  
14 If I am told that I am the third in line in terms of  
15 priority to be moved off the estate, nobody from LDA or  
16 CBHA has offered me any kind of evidence to show that  
17 I was not.

18           Mr Gaskell states, quite wrongly as far as I am  
19 concerned, that:

20           "Mr Armstrong has alleged that the failure of CBHA  
21 to allocate this property represented mismanagement of  
22 the relocation procedures. He also alleges that it was  
23 not random or accidental."

24 THE CHAIRMAN: Clearly you have different views on that, do  
25 you not?

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1 MR ARMSTRONG: Well, I am not able to contest that in  
2 totality, without the other evidence I have, which is  
3 definitely not random or accidental in content.

4 THE CHAIRMAN: But I am not here, as you know, to  
5 investigate possible allegations of mismanagement.

6 MR ARMSTRONG: Yes, I know.

7 THE CHAIRMAN: It is for me to get an overall view of the  
8 situation.

9 MR ARMSTRONG: Now, Mr Gaskell states that I have previously  
10 raised these concerns directly with the LDA:

11           "His case officer ..."

12           I have never been told that I have had a case  
13 officer with the LDA, otherwise I would seek him out all

14 the time. I could only assume that the case officer in  
15 this regard is a Mr Aaron Cahill, who I have written to  
16 in his capacity as housing policy manager, or housing  
17 manager. That is the card that he has given me, so  
18 I have copied letters to him, so that he is aware, just  
19 hoping later, more and more against hope that the LDA  
20 would step in on this and see to it that this process is  
21 managed effectively.

22 Mr Gaskell has indicated that there is a mechanism  
23 in 3.6. When I put this to Julian, because Julian seems  
24 to be abreast of all the mechanisms and all that, Julian  
25 said he did not know about it. But anyway, whether

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1 Julian is aware of it or not, nobody from the LDA or the  
2 CBHA has ever communicated the fact that this structure  
3 exists, that there are fortnightly meetings. I mean,  
4 why would I need to contact or copy in the local MP if  
5 I can get the information from more accurate sources?  
6 I am using the wrong kind of munition.

7 Mr Gaskell states in 3.7 that:

8 "As a last resort, both the LDA and CBHA have  
9 published complaints procedures."

10 Now I have followed these complaints procedures to  
11 the letter. When it comes to the point where a director  
12 of CBHA needs to get a grip on the situation, I do not  
13 get any more response, except a response which is  
14 attempting to undermine my priority status and the  
15 choices that I have made, and the validity of them.

16 In 3.8, Mr Gaskell says that:



17 "SNU have proposed that they would be prepared to  
18 organise and broker a meeting between CBHA and  
19 Mr Armstrong."  
20 THE CHAIRMAN: This was the offer of the 15 minutes, was it?  
21 MR ARMSTRONG: No, it was not.  
22 THE CHAIRMAN: This is a different one?  
23 MR ARMSTRONG: This is different. What happened was when my  
24 complaint hit the buffers after Mr Ogundele's response  
25 in March, I was trying to get SNU to arrange a meeting

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1 between myself and CBHA, and at first, CBHA did not want  
2 to arrange a meeting, because they said that 40  
3 Balderton had gone, and so I did not pursue that any  
4 further at that time.

5 In 3.9, Mr Gaskell states that:

6 "SNU have expressed directly to the LDA that it is  
7 their belief that the situation in respect of  
8 40 Balderton Flats was a result of confusion over the  
9 status of the offer rather than direct problems with the  
10 management of the process."

11 I have made clear in my letters, it is impossible  
12 for SNU to make that kind of statement, and the fact  
13 that they only state that as a belief shows that they  
14 have a woolly grip of the situation as well, because  
15 I have made it absolutely clear in my letters of  
16 23rd February, 27th February, 2nd March, 5th March,  
17 13th March, and 14th and 16th March, that the problems  
18 I have is with the way that 40 Balderton was managed;

19 the fact that CBHA waited until I had rejected, formally  
20 rejected 7 Farriday House before --  
21 THE CHAIRMAN: We do not need to go back through that on the  
22 basis it was given earlier on.  
23 MR ARMSTRONG: No problem. At 3.1, Mr Gaskell states that  
24 he has confidence in CBHA's ability to deal with the  
25 relocation process.

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1 Well, that has not been borne out by the events that  
2 are unfolding before him, because they do not seem to be  
3 handling the relocation process as it applies to most of  
4 the tenants. Sure, tenants have been moved off the  
5 estate, but that is not a process. That is just a drip,  
6 drip, drip fashion. There is no admission of any  
7 strategy that is taking place, and certainly with the  
8 documents that have been produced in draft form, nobody  
9 apart from Clays Lane On The Move, the groups which  
10 ironically are not really dealing with CBHA, they are  
11 dealing with SNU and directly with the LDA, nobody seems  
12 to be aware that there is a process document regarding  
13 relocation. So I am wondering what Mr Gaskell bases his  
14 confidence in CBHA's ability on.

15 THE CHAIRMAN: Well, you will have the opportunity to ask  
16 him later on.

17 MR ARMSTRONG: Yes, I will. Then in 3.1 and 3.2, in his  
18 statement, the procedure section, Mr Gaskell seems to  
19 undermine the previous statement in 3.10. 3.12 in  
20 particular says that:

21 "The document that was produced and issued in

22 response to concerns expressed at the initial Clays Lane  
23 On The Move meeting that residents did not have  
24 sufficient clarity in respect of the role of CBHA."

25 So there must have been a problem with CBHA that

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1 prompted the two versions of the document that  
2 Mr Gaskell quotes from later on.

3 In 3.1.1, Mr Gaskell gives the date the 2nd June for  
4 the production of the rehousing policy document. I am  
5 not sure what use that would be to me on 23rd February.  
6 I do not see that that should even be relevant, as  
7 I pose in my statement. It is irrelevant in the wider  
8 sense, but when I received the CPO originally, there was  
9 no policy document that I had access to.

10 Mr Gaskell in his point 3.2, going back a little  
11 bit, he says that the properties which were made  
12 available by CBHA through Peabody are separate from the  
13 Choice Homes scheme.

14 When I asked Michaela what policy was extant  
15 concerning my transfer, when I attempted to choose the  
16 choice of 40 Balderton at the time, she said the Choice  
17 Homes was, and this was part of the discussion that we  
18 had on 23rd February. Mr Gaskell goes on, quite  
19 laudibly, in my regard, to say that:

20 "This means that residents are invited to view  
21 properties by CBHA and express an interest in those that  
22 they feel are appropriate for them."

23 When he is fully aware that this did not happen in

24 the case of 40 Balderton either with the person that  
25 chose 40 Balderton or the person that attempted to see

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1 it on three separate occasions.

2 In 3.1.3, Mr Gaskell states, again quite laudibly,  
3 that the issued rehousing policies makes clear that  
4 properties are currently being offered on a choice based  
5 basis. The first priority will be given to tenants who  
6 are vulnerable, and those affected by medical  
7 conditions; tenancy date and then registration on  
8 Newham's housing register.

9 There is a conflation taking place there, because  
10 those properties which are outside Newham's housing  
11 register have nothing to do with Newham's choice based  
12 process. If I am choosing a property in central London,  
13 why should the relevance of whether I have signed up for  
14 Newham's housing list be relevant to my choice?

15 THE CHAIRMAN: Again, you might want to question Mr Gaskell  
16 about that.

17 MR ARMSTRONG: I am just raising these.

18 THE CHAIRMAN: Yes.

19 MR ARMSTRONG: Mr Gaskell makes -- I am trying to find out  
20 exactly -- Mr Gaskell makes the point about fairness  
21 because this process has not gone the way I thought it  
22 was going to go and the format is slightly different --

23 THE CHAIRMAN: That is all right. Take a few minutes if you  
24 want just to have a look through --

25 MR ARMSTRONG: Just a minute, if that is all right.

1 THE CHAIRMAN: Yes, certainly. (Pause).

2 MR ARMSTRONG: Okay.

3 THE CHAIRMAN: Is there anything else?

4 MR ARMSTRONG: I cannot exactly find the phrase I wanted,  
5 but Mr Gaskell talked about fairness. With regard to  
6 40 Balderton, I do not see where the fairness was.  
7 There was not an equivalence of means. I am being  
8 invited to do something that, according to the area  
9 manager, the other tenant was not invited to do.

10 THE CHAIRMAN: I think we have just about exhausted  
11 40 Balderton. You have made it very clear in terms of  
12 your position both in your statement and what we have  
13 said this afternoon. In a few minutes we will take an  
14 adjournment. If you find that phrase, then will you  
15 question --

16 MR ARMSTRONG: Yes, I will come back to it.

17 THE CHAIRMAN: You can come back to it and ask what was  
18 meant by that, that is perhaps the most appropriate way  
19 of doing it with Mr Gaskell.

20 Is there anything else that you want to draw out as  
21 far as your case is concerned or are you satisfied that  
22 you have gone through all the points that are relevant?

23 MR ARMSTRONG: I have made a bit of a dog's dinner of it.

24 THE CHAIRMAN: Well, no, in terms of the last hour and  
25 a half that we have had, I know it was perhaps not how

1           you had intended to present your case, but it has been  
2           very helpful to me. We have gone through a logical and  
3           clear sequence of events and that has been very  
4           informative and helpful to me in being able to have  
5           a picture of your concerns and it has also been very  
6           helpful in the way that you have answered my questions  
7           as we have gone along. So it has not been a totally  
8           structured formal presentation, but it has given me the  
9           opportunity of interjecting and seeking clarification,  
10          so thank you for that.

11   MR ARMSTRONG:   Okay.

12   THE CHAIRMAN:   So if you are happy that that is the main  
13          points that you want to draw out then I will take  
14          a short adjournment. When we come back, Mr Pereira will  
15          have some questions for you.

16   MR ARMSTRONG:   I have one other question. One thing I do  
17          know is that it is, certainly from Julian's fight to get  
18          legal representation, legal representation was not  
19          available initially for opposition to the CPO.

20   THE CHAIRMAN:   I know all the background to it because it  
21          has been rehearsed before me.

22   MR ARMSTRONG:   I know. But does that mean that if those  
23          areas which I find that are not admissible in my  
24          statements, they must be, then, available for legal aid,  
25          approved by the LDA?

1   THE CHAIRMAN:   There is no such process. So far as the  
2          process of the collective case for Clays Lane is

3 concerned, as I understand it, that applies to the  
4 collective case and to nothing else. I do not know the  
5 details of that funding. The important thing, so far as  
6 I was concerned and for the Inquiry, is that some weeks  
7 ago, when we met at ExCel, and I was addressed by  
8 a barrister on behalf of the group, the indication was  
9 that funding was almost certain, and if it was not, it  
10 would be underwritten.

11 MR ARMSTRONG: Yes, I was there.

12 THE CHAIRMAN: I know you were there, so that is the  
13 background to that, and that is the only basis of  
14 funding, that funding otherwise is not generally  
15 available to individuals at Public Inquiries. So quite  
16 clearly, somebody, the group has managed to demonstrate  
17 a special case, and -- well, I do not know whether they  
18 have been successful in getting funds or whether it was  
19 simply underwritten. I do not need to know those  
20 details. The important point from my point of view was  
21 there was certainty that there would be a barrister and  
22 an expert witness available to the collective group of  
23 Clays Lane. So that was the basis for that.

24 MR ARMSTRONG: Okay.

25 THE CHAIRMAN: Right, well that has brought us to nearly

1 4 o'clock. What I am going to do is take 15 minutes.  
2 We will come back in in 15 minutes' time at 4.10 and  
3 Mr Pereira will no doubt have some questions for you.  
4 Thank you.

5 (3.58 pm)

6 (A short break)

7 (4.15 pm)

8 THE CHAIRMAN: The Inquiry is resumed. Mr Pereira, do you  
9 want to ask Mr Armstrong any questions?

10 Cross-examination by MR PEREIRA

11 MR PEREIRA: Thank you, sir. I do have a handful of  
12 questions. Mr Armstrong, if we turn up paragraph 3.24  
13 of your statement on page 2, please -- are you there?

14 A. Yes.

15 Q. It is at the foot of the page.

16 A. Yes.

17 Q. This bit of evidence you give in the context of the  
18 viewings of the two properties that you were interested  
19 in in Westminster, number 7 Farriday and  
20 40 Balderton Flats; yes?

21 A. Yes.

22 Q. You were talking I think about 23rd February 2006, there  
23 was a viewing arranged for 2.30. I am looking at about  
24 six lines from the bottom:

25 "On viewing the property ..."

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1 And I think that is number 7 Farriday, is it not?

2 A. Yes. On viewing the property there, that was  
3 7 Farriday.

4 Q. Yes. You rejected it for the reasons you give there.

5 A. Yes.

6 Q. You say in the last sentence:

7 "I declared then and there that I wanted to live in



8 40 Balderton Flats."

9 A. That is right.

10 Q. It is at this point in time that you make your firm  
11 choice between the two, is it not?

12 A. Yes, that is true.

13 Q. Then if we go over the page --

14 A. I was not in a position to make a firm choice before.

15 Q. No. I am not criticising you for that, I just want to  
16 establish the facts. When we go over the page --

17 A. That is not when the property was formally offered,  
18 though.

19 Q. When we go over the page, 3.25:

20 "Within minutes of rejecting the dwelling I received  
21 an urgent call from the CLE area manager who was now  
22 saying that 40 Balderton was unavailable due to it being  
23 reserved for another tenant with medical difficulties."

24 A. That is right.

25 Q. And that is the sequence of events, is it not?

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1 A. That is the sequence of events.

2 Q. Thank you. Just really out of curiosity, you mentioned  
3 at the end of the previous paragraph that one of the  
4 reasons you rejected 7 Farriday is because, as well as  
5 the fact that it would not fit your modular furniture,  
6 it would not fit a full sized drawing board. Do I take  
7 it from that that you are an architect or you have some  
8 form of architectural --

9 A. Yes, I am an architect.

10 Q. You are an architect. Can I ask some other questions,  
11 please. I think it follows from what you are saying in  
12 your objection that 40 Balderton Flats was a property  
13 that was acceptable to you, in fact it was desirable  
14 from your point of view?

15 A. Yes, so much more desirable than anything I could have  
16 imagined had been available.

17 Q. And if you had been successful in securing that  
18 property, you would have been very happy with that,  
19 would you not?

20 A. Over the moon.

21 Q. I think this was a property that was not found by you  
22 but was drawn to your attention by CBHA?

23 A. 40 Balderton?

24 Q. Yes.

25 A. Yes.

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1 Q. And it was one of a number of properties that they drew  
2 to your attention at that time. You have produced  
3 a leaflet in your evidence.

4 A. Eight. Eight properties.

5 Q. Eight properties. You said that you wanted to be as  
6 centrally located as popular and of those properties at  
7 least two were in Westminster, the two you went to look  
8 at?

9 A. Right from the beginning, from 1st August, I stated that  
10 very clearly, when I filled in the CBHA questionnaire.

11 I have cooperated with CBHA from the very outset.

12 Q. And I think from that that you regard the CBHA

13 questionnaire in your case, at least, as having been  
14 very useful from your point of view, so that you could  
15 get across what it was that you were looking for?

16 A. My view with questionnaires is I assume that they are  
17 there to help me. If I am required to fill one in, they  
18 are there to help me, so I try and put as much  
19 information down as possible. The other thing to make  
20 clear about the CBHA questionnaire was that I was not  
21 able to live on Clays Lane unless I filled it in anyway,  
22 because it was compulsory with the accepting of a new  
23 tenancy agreement.

24 Q. All right, but it was through that questionnaire, as you  
25 said right at the beginning you made it known to CBHA

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1 that you wanted to be as central as possible, and it was  
2 through that questionnaire?

3 A. Yes.

4 Q. Thank you. Now, you yourself are someone whose priority  
5 for moving has been recognised, are you not?

6 A. Well, it has been recognised in the fashion that  
7 I state. It has been recognised by the police, by  
8 Newham, and that is formally, but it has not formally  
9 been acknowledged by CBHA, except verbally, and I took  
10 her word, as I would and anybody would anywhere, if an  
11 area manager tells you that, "I regard you as  
12 a priority, you are third", then that sticks. That is  
13 important. That is important to know. That set my mind  
14 at rest at the time.

15 Q. It follows from that, does it not, I think you would say  
16 that a system of prioritisation is necessary, is it not,  
17 because different people have different needs, different  
18 priorities?

19 A. Yes. I mean, this business of priority is very  
20 important. I have, for the record, signed up with the  
21 Newham -- partly for Orasa's sake and partly for my own,  
22 signed up with the Newham Homeless Persons' Register and  
23 on their Choice Housing. As the Choice Housing was  
24 alluded, in my criticisms of the CBHA policy, which was  
25 claimed to be based on the Newham Choice Homes --

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1 I mean, that was what I was quoted by the area  
2 manager -- I made the point to her in the conversation  
3 that I had on 23rd February that Newham, in their  
4 prioritising process, assessed medically those people  
5 who are priorities. They also indicate which properties  
6 are being targeted towards those with priority needs,  
7 and CBHA were not doing that. But that was a part of  
8 the criticism.

9 Q. Yes, but you recognise that there is a need to  
10 prioritise as between tenants?

11 A. Of course.

12 Q. Yes. And you knew, because -- well, you knew that there  
13 was a system of prioritisation in place for relocations  
14 from Clays Lane?

15 A. If somebody says that you are third in the priority,  
16 then you assume that there is a system.

17 Q. Yes, and you would accept that if there were someone in

18 greater need, someone assessed to have a greater  
19 priority than you, it would only be fair and right that  
20 that priority should be given effect, so that if there  
21 was a conflict between the relocation preferences of you  
22 and this other person, that person should be given the  
23 priority, and that is fair, is it not?

24 A. As I would say before, yes, I would agree with that, but  
25 I would assume that if I am told that I am third, and I

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1 know exactly where the other two people are going, then  
2 I would assume that there is nobody higher than myself.

3 Q. And you accept I think as well the need for  
4 confidentiality, in particular when one is dealing with  
5 the kinds of vulnerable people who tend to be  
6 prioritised in situations like this?

7 A. I am not sure what you mean.

8 Q. Well, let me explain. It would not be right, would it,  
9 for the CBHA or another organisation to give all of the  
10 details of someone who they had prioritised above you,  
11 for example, because those details may be sensitive and  
12 confidential?

13 A. Regarding myself, I have never asked CBHA to give any  
14 details of anybody other than myself. That is my  
15 answer.

16 Q. That is an answer to a different question. I want --

17 A. It is not. It is an answer to the question you have  
18 given me.

19 THE CHAIRMAN: Well, let us put the question again and then

20 reflect on the question and see whether you have the  
21 same answer or a different one.

22 A. Okay, sure.

23 MR PEREIRA: Let me put it in a way that shows the  
24 difference between the question I am asking and the  
25 answer you have given. Not as regards you and your

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1 information but as regards information about other  
2 people that are prioritised, you would accept, would you  
3 not, that it is important that that information is kept  
4 confidential from other residents because it is likely  
5 to be sensitive, is it not?

6 A. Yes, there is a possibility that confidentiality could  
7 affect another resident's perception.

8 Q. And particularly when it comes to matters such as  
9 medical conditions, for example?

10 A. Yes. I am not sure -- I mean, certainly in the  
11 statement I gave earlier, I made it clear that I was not  
12 interested in the person's medical condition.

13 Q. Now, I want to ask you some questions, please, about  
14 complaints. We have seen in your papers that you were  
15 sent a copy of the complaints procedure that applies to  
16 CBHA.

17 A. I requested the complaints procedure on 17th March.  
18 That is paper 303/1/30, I think.

19 Q. Yes. That is right, 303/1/30. That is a --

20 A. I requested that --

21 Q. -- a note from you of 17th March 2006, which says:

22 "Thank you for your pursuit and delivery of the CBHA

23 customer charter portion of the tenants' handbook."  
24 And you then request the rest of the tenants'  
25 handbook.

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1 A. That is right.

2 Q. Attached to that is a two page document that says, "How  
3 to make a complaint".

4 A. That is right.

5 Q. Is that the document that you refer to as the customer  
6 charter, the document that had already been sent to you?

7 A. That is right.

8 Q. So was it requested and given to you on 17th, or was it  
9 sent to you earlier? Because this letter is the 17th.

10 A. No, I requested it before the 17th. That letter is  
11 thanking the CBHA person concerned, because she took the  
12 trouble to get that to me over a three-week period.

13 Q. Thank you. And then if we go to the back of those two  
14 sheets of paper that have the complaints procedure on,  
15 we can see there is a first stage complaint, they try to  
16 resolve it on the spot; if not there will be an  
17 acknowledgment and a further response in two weeks.

18 There is then a complaint to a director --

19 A. Yes, I mean, I know what you are talking about, sir.

20 Q. And we have seen, it is your document 303/1/24, there is  
21 a letter dated 13th March, and it is from  
22 Mr Edward Ogundele, specialist services director.

23 A. That is right.

24 Q. I am not going to ask you whether you agree with what he

1 to the complaint from Mr Ogundele? However inadequate  
2 you may say it is, is that his response?

3 A. Well, it is a response to a number of complaints. It is  
4 a response to the complaint concerning 40 Balderton,  
5 antisocial issues, rent, CBHA's handling of Miss Eyre  
6 and her tenant transfer --

7 Q. Because what he says in the second paragraph, he says:

8 "I am sorry I have not kept to the advertised  
9 response times but this is due to me wanting to respond  
10 to all of your queries in one go."

11 So I took it from that that he was gathering  
12 together all of your criticisms and complaints and then  
13 trying to deal with them all in one go. Is that fair?

14 A. Well, it is fair to say that that is a reasonable  
15 understanding of what he said.

16 Q. If we go back to the procedure, Mr Ogundele as we can  
17 see from that letter, is a director but there are then  
18 two other stages. There is a complaint to the board and  
19 there is the Independent Housing Ombudsman. What  
20 I wanted to ask you, please, is whether you have  
21 progressed your complaint further beyond the stage 2 to  
22 stages 3 and 4 or not?

23 A. As I made clear in my letter of 6th April, which is  
24 303/1/40, I think it is, and also in 303/1/31, I make it  
25 clear that I am going to the next stage of the



1 complaints process.

2 Q. So is that procedure still ongoing, then?

3 A. Yes. As far as I am aware, it has never been formally  
4 closed.

5 Q. Yes.

6 A. Because CBHA have never given me the information that  
7 I have requested of them.

8 Q. Now, you also produce, it is your document, I am not  
9 sure entirely what the document is, but I think it is  
10 attached to, in my bundle at least, it is attached to  
11 document 303/1/46.

12 A. That is right.

13 Q. That is a letter from Edward Duffy Solicitors, but  
14 attached to that is a draft rehousing policy, Clays  
15 Lane.

16 A. That is right. But that 303/1/46, there was a number of  
17 things that I received just before the deadline to  
18 submit, so I just hastily stapled those in and put them  
19 under one document, thinking that I would not be able to  
20 have a chance to submit any further evidence, and then  
21 I called in and spoke with Graham Groom, and he said  
22 that I could put in some more, and that is why 47 came  
23 in.

24 Q. Okay, that is perfectly fair enough. But I just want to  
25 ask you a question about the document. Have you had

1 a chance to read it?

2 A. Yes.

3 Q. Can I take you to paragraph 4.3.2, which is in  
4 section 4.3 on prioritisation.

5 A. 4.3.2, yes.

6 Q. That explains what the CBHA will do when making offers  
7 to tenants, and it sets out three priorities, and then  
8 the last bullet point says this:

9 "In the event that after applying the above criteria  
10 there is still more than one tenant to whom the property  
11 could be allocated then CBHA will determine which tenant  
12 is to be allocated to the property by considering for  
13 whom the property is most suitable by reference to the  
14 needs of the tenant and his family."

15 I think you would agree, would you not, that that,  
16 as a guideline for how CBHA will choose between two or  
17 more tenants to whom a property could be allocated, is  
18 a fair guideline to apply, is it not?

19 A. To what? 40 Balderton?

20 Q. I am just talking in general terms to the situation  
21 where there are two or more tenants to whom a property  
22 could be given. That is a fair guideline to apply, is  
23 it not?

24 A. Well, let us just read our way back to what you have  
25 just asked me. You have said: let us look at 4.3.2.

1 Now, the first dot says:

2 "First priority, those who are vulnerable and whose  
3 housing needs are affected by medical conditions"; yes?

4 Q. Yes.

5 A. Now, I regard myself as vulnerable.

6 Q. Yes.

7 A. I was told that I am third in line; yes? And so I  
8 cannot see why I should be addressing my attention to  
9 4.3.2, the last point, when I satisfy unequivocally, in  
10 the eyes of Peabody management staff that addressed me  
11 before the CPO was ever issued, where my priority -- and  
12 what the status regarding my prioritisation was.  
13 Coupled with the fact that you are referring me to  
14 a document that was issued on 2nd June, when I made  
15 a complaint on the 23rd February --

16 THE CHAIRMAN: Mr Armstrong, I think you are just losing  
17 sight of the question, because this is related to  
18 a document, as you say, a recent document, and the point  
19 that is being put to you is that in acknowledgment that  
20 there will be a system of first priority to certain  
21 tenants, second priority, third priority, the situation  
22 then where, in effect, as I read it, there is a tie, and  
23 that then needs the fourth bullet point, to adjudicate  
24 where it is very finely balanced.

25 The question that is being put to you is: does that

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1 appear to be a fair guideline? We are only talking in  
2 terms of the principle of the guideline within this  
3 document.

4 A. It does not in my opinion because this is  
5 retrospectively being applied.

6 THE CHAIRMAN: We are not talking about its specific  
7 application. Let us just deal with it as a concept.  
8 A. Okay, as a concept, there is nothing wrong with it,  
9 nothing with wrong with it. But the problem with the  
10 concept --  
11 THE CHAIRMAN: I understand your reservations and in terms  
12 of it, you are saying looking backwards, that there is  
13 an issue with your own personal circumstances --  
14 A. It is not that. It is not that. This is why certain  
15 aspects of my evidence are important. What is stopping  
16 CBHA from drafting a policy document, knowing that they  
17 fouled up something horribly before and accommodating  
18 that foul up in the wording of their policy document?  
19 There is a conflict here. You know, it is almost like  
20 saying: Concorde goes at 1500 miles an hour, until one  
21 of the wheels bursts on the runway, so we have a policy  
22 that accommodates one of the wheels bursting on the  
23 runway.  
24 THE CHAIRMAN: I am sure the policy is written with all  
25 residents in mind rather than just one.

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1 Mr Pereira, do you want to continue?  
2 MR PEREIRA: Well, let me put it another way and see if we  
3 get to it this way. Supposing another property comes up  
4 and you and another resident fall within the first  
5 priority; yes? Do you see, there are the three  
6 priorities here? Supposing you and another resident  
7 fall within the first priority and you are both  
8 interested, you both want the same property, you would

9 want CBHA, if you thought that your needs were actually  
10 greater and that this property was better suited to you,  
11 you would want CBHA to allocate you the property rather  
12 than the other tenant, would you not, naturally?

13 A. Well, as you are speaking about my wants, all right, let  
14 me put it to you absolutely plainly. I have no faith in  
15 CBHA, so I would not put any of my wants to CBHA right  
16 now, none whatsoever.

17 THE CHAIRMAN: Again, can we approach the question as a  
18 concept?

19 A. Yes, but of course they do not exist independent --

20 THE CHAIRMAN: That is the question that is being addressed  
21 to you and I would like an answer to it, please.

22 A. But it is abstract --

23 THE CHAIRMAN: That is the tone of Mr Pereira's question.  
24 He is entitled to ask it and I would like you to answer  
25 it, please.

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1 MR PEREIRA: Shall I ask it one more time?

2 THE CHAIRMAN: I will allow Mr Pereira to ask you one last  
3 time. If it does not get a proper response then I will  
4 invite him to draw his own conclusions from the lack of  
5 a direct response.

6 MR PEREIRA: Supposing at some time in the future there is a  
7 single property and you and another resident at  
8 Clays Lane who fall within the first priority grouping  
9 set out here both want that property; right?

10 A. Yes.

11 Q. If you thought that that property was better suited to  
12 you because of your particular needs, you would want  
13 CBHA to allocate it to you rather than to the other  
14 person, would you not?  
15 A. Given a level playing field, yes.  
16 Q. Now there is a document in your papers, 303/1/39, which  
17 is Abbey Orchard; do you see that?  
18 A. Yes.  
19 Q. That property was drawn to your attention, but  
20 I think -- I am summarising the effect of what  
21 I understand you to have said in relation to that -- as  
22 I understand it, because you had lost faith in CBHA, and  
23 because you were not sure how this property related to  
24 the complaints you were making, you did not actually  
25 investigate this property further. Do I have the gist

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1 of your point in relation to --  
2 A. You have totally missed the gist.  
3 Q. Can you just clarify what it is, then, please?  
4 A. I said to the Inspector and to yourselves, I said that  
5 I went that night to see the property. I investigated  
6 myself, all right? I got down to the property by  
7 10 o'clock that night.  
8 Q. Yes.  
9 A. All right? And I checked out the whole place, did  
10 exactly what I did with Farriday and Balderton; yes?  
11 I took this offer seriously until I realised it was not  
12 serious.  
13 Q. Why did you think it was not serious?

14 A. Because given the criteria that I had put on my request  
15 in the CBHA questionnaire, and given the experiences  
16 that I have, when I find syringes at the bottom of the  
17 first stairwell, I realised this is not an appropriate  
18 place for me to live.

19 Q. I obviously cannot progress matters by asking you about  
20 what you said -- well, unless you want to tell us what  
21 you said in your CBHA survey, but what I do want to know  
22 is this: did you communicate that detail back to CBHA as  
23 the reason why it was unacceptable?

24 A. No, what I did is I wrote a letter, and I believe that  
25 is 303/1/41, the following day, the 6th April, and

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1 I make clear in that letter, just so that there is no  
2 mistake, as to what I want from CBHA.

3 Q. So did you tell CBHA why you were not interested in that  
4 property and did you give that reason, syringes and so  
5 on, or not?

6 A. No, I did not talk about the syringes, because my visit  
7 was not part of an official visit. I wanted to be in  
8 a position where I could reject or accept that property  
9 before being compelled by CBHA to make a decision on  
10 that property.

11 Q. All right. But you were given this letter that gave  
12 information about the property. Can I at least  
13 understand this from you: I think the position is, is it  
14 not, that the information you were given on the face of  
15 it made it look as though the property might be

16 acceptable, but you obviously had to go and visit it and  
17 see what it looked like and what the surroundings were  
18 like and so on; would that be fair?

19 A. Yes, that would be fair.

20 Q. And it was those physical factors, what you actually saw  
21 on the ground, that made it unacceptable, in your view?

22 A. Those were factors that contributed to my rejection of  
23 the place. There were other reasons as well, and those  
24 things I am not able to discuss. Other complaint issues  
25 had not been resolved.

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1 Q. And these are things linked to your complaint against  
2 CBHA?

3 A. Yes.

4 Q. Thank you.

5 A. In fact, no attempt had been made to resolve them when  
6 I received this letter.

7 MR PEREIRA: Could you just wait a moment, please,  
8 Mr Armstrong. (Pause).

9 Thank you very much.

10 THE CHAIRMAN: Thank you, Mr Pereira.

11 MR PEREIRA: Thank you very much, Mr Armstrong.

12 THE CHAIRMAN: I think we are going to hear from Mr Gaskell  
13 next, are we not?

14 MR PEREIRA: That is right, sir, yes.

15 MR ANDREW GASKELL (called)

16 Examination-in-chief by MR PEREIRA

17 THE CHAIRMAN: I do not need the statement read, but if  
18 there are any matters that you want to draw out in the



19 usual way, then please do so.

20 MR PEREIRA: Understood. Mr Gaskell, can you formally  
21 introduce yourself again to the Inquiry, please.

22 A. My name is Andrew Gaskell, I am a senior development  
23 manager at the London Development Agency, and I am  
24 responsible for the relocation of residents from  
25 Clays Lane Estate.

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1 Q. Thank you. You have produced a rebuttal, LDA/REB/40,  
2 which I am not going to ask you to read, but it is there  
3 in evidence, is it not?

4 A. That is right.

5 Q. Now, part of the context of this objection is the  
6 question of vulnerable tenants, or people in priority  
7 need. Can you explain what the procedural process is to  
8 look at those needs and then prioritise them?

9 A. Yes. I mean, CBHA have a great deal of experience in  
10 assessing vulnerable residents, residents who are  
11 vulnerable, it may be because of their age, and things  
12 associated with that, medical conditions, disabilities,  
13 that is two separate issues, and then also residents who  
14 are at risk. They will do this through a file review,  
15 particularly at Clays Lane where they have picked up  
16 residents halfway through tenancies, and they will do  
17 this through direct interviews with residents to  
18 understand their situation, and then they will seek to  
19 put in place a support package for those residents to  
20 allow them to remain within standard social housing,

21 such as Clays Lane, and they will do that by approaching  
22 Social Services at the local authority, local mental  
23 health trusts and other NHS service providers to create  
24 what they call a support package, which meets the needs.  
25 And they will approach the services with the necessary

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1 information to enable residents to get that support  
2 package.

3 They will then look obviously, in a situation like  
4 this where you have a relocation, they will look to  
5 approach -- where people are moving between, say, NHS  
6 areas or local authority areas, they will then approach,  
7 with the people providing the support package, they will  
8 then approach the providers in the relocation area to  
9 ensure that residents are not moving into a vacuum when  
10 they move, but are moving into somewhere where there is  
11 already a support package in place with the necessary  
12 information transferred to make that support package  
13 effective.

14 Q. Is this a novel process, unique to this CPO relocation,  
15 or is this something that CBHA have come across before?

16 A. This is something that any registered social landlord  
17 does on a frequent basis on any estate that they are  
18 operating.

19 Q. You mentioned a file review. What does that mean? What  
20 kind of information does one get from this review of  
21 files that you are talking about?

22 A. The file review would be tenancy information and  
23 questionnaires completed, say you will get from that not

24 only medical information that is relevant to the housing  
25 needs, so that will all be within the files held by

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1 CBHA.

2 Q. Thank you. Now, turning to 40 Balderton Flats, please,  
3 you have obviously read the objection and you have put  
4 together your rebuttal proof which sets out a response.  
5 What I want to know, please, is what lies behind that  
6 response. What have you done to satisfy yourself about  
7 the circumstances of this case?

8 A. Well, obviously the allegations which have been made by  
9 Mr Anderson Armstrong are very serious. I have raised  
10 them with the director in question, the director of  
11 special services, to understand his particular case.  
12 This is something that Mr Armstrong's case officer,  
13 Aaron Cahill, has also done previously when it was first  
14 copied to him, and these allegations were being made, to  
15 understand exactly, as far as they are able to tell me,  
16 what the situation was with regard to Mr Armstrong's  
17 bid, what the situation was with regard to the other  
18 resident's bid, who had been allocated the property and  
19 the reasons behind that decision. So it was on that  
20 basis that I make the statements in my rebuttal.

21 Q. I think you conclude, I am not reading your exact words,  
22 but you conclude that the prioritisation was given  
23 effect properly in this case?

24 A. That is right. I think the important thing is that  
25 there is not a ranking of priorities, so there is not

1 the most vulnerable resident on the estate, the second  
2 most vulnerable resident on the estate. There are  
3 a category of residents, and CBHA assess that and it  
4 would be roughly 24 residents who are vulnerable, using  
5 the different categorisation, and that includes those at  
6 risk.

7 So anyone who is vulnerable and at risk, as we have  
8 said before, has been targeted in terms of the  
9 properties being offered by CBHA at the moment for an  
10 early relocation, by the properties being advertised,  
11 that when they bid for a property, by being within that  
12 priority band, if they bid against someone who is just  
13 keen to be relocated off the estate as soon as possible,  
14 they will be prioritised above them.

15 Where you have two residents who are priorities  
16 because of their vulnerability or being at risk, you  
17 then look -- what then happens, and this is applied from  
18 the start, is that you look at the actual specifics of  
19 the actual property in question. In this instance,  
20 without wishing to betray any confidences, in this  
21 instance, two people had bid for a property and the  
22 property in question was close to particular amenities  
23 required by one of the residents on a very regular  
24 basis, and it was on that basis that CBHA took the  
25 decision to allocate the property to that person.

1 Q. Two things arising out of that, please. You said that  
2 you have investigated this and CBHA had informed you so  
3 far as they were able to tell you. What is that  
4 a reference to, and how important is that as far as you  
5 are concerned?

6 A. Well, I think what that is a reference to is obviously  
7 the confidential nature of personal information shared  
8 between a landlord and a tenant. Insofar as it is  
9 relevant to the relocation process, CBHA have been  
10 helpful in providing that to me on a confidential basis,  
11 but I think it is extremely important, I have made  
12 reference elsewhere in my proofs to the -- you know, it  
13 is important, full stop, sorry, for any person dealing  
14 with organisations that their personal details are  
15 treated confidentially and they are entitled to expect  
16 that unless they give their permission for their  
17 information to be shared. But I think it is  
18 particularly relevant here at Clays Lane, where you have  
19 the history referred to by Mr Armstrong of intimidation  
20 and bullying that you have had that makes people very  
21 suspicious of providing personal details.

22 Q. Thank you. You then also made a point that the  
23 prioritisation would then finally be determined, in  
24 a case where there are two or more residents in the same  
25 band, as you put it, the prioritisation would finally be

1 determined by looking at the particulars of the property  
2 in question.

3 A. That is right, yes.

4 Q. Mr Armstrong says that he was told that he was, as it  
5 were, the third priority, and there was a number one  
6 priority and a number two priority who he said he felt  
7 he was aware of who those people were. Does that  
8 information which he says he was given, does that  
9 actually correspond to the way the system works or not?

10 A. No, that does not correspond with the way the system has  
11 been set up for the prioritisation of residents. That  
12 is as I described it, so that anyone who is vulnerable,  
13 anyone who is at risk, is treated according to their  
14 particular means.

15 Q. And given what you have said about the final decision  
16 being made in the light of the qualities of the  
17 particular property, can that ever be the way that the  
18 system works?

19 A. No, it would be wholly inappropriate to allocate people  
20 like that until you know what property they are actually  
21 bidding on.

22 Q. We know from the chronolgy that Mr Armstrong confirmed  
23 that it was only after he had made it clear that he  
24 wanted to choose 40 Balderton that he was then shortly  
25 afterwards told that that had been reserved for someone

1 else. Is it practical to tell people at an earlier  
2 stage in the process that properties have been reserved?  
3 Or let me put it another way: why is it that people are  
4 not told at an earlier stage that properties have been

5 reserved?

6 A. I think from a point of view you need to know who is  
7 bidding on a property so that you can actually undertake  
8 that assessment as to for whom the property is most  
9 suitable. So I do not think it is practical. Until  
10 people have actually determined which property they want  
11 to bid on and selected a property to bid for, you are  
12 not in a position necessarily to make that judgment.

13 Q. Next, please, scrutiny or review or accountability of  
14 CBHA. What is the LDA's position on that? We have had  
15 here, for example, Mr Armstrong complaining about the  
16 performance of CBHA. What is the LDA's position on  
17 trying to ensure that CBHA perform properly?

18 A. Well, CBHA are acting as our agents in this part of the  
19 relocation process, and they are doing that under the  
20 terms of a legal agreement shortly to be completed. So  
21 within that agreement, clearly the LDA has made  
22 provision to ensure that it is able to effectively  
23 monitor the process and to manage any problems that may  
24 arise with CBHA's performance. We do not expect any but  
25 we have to have that ability to do so. The main process

1 by which we do that is an internal meeting, which I have  
2 mentioned in my rebuttal, held fortnightly with CBHA  
3 attended by myself and the chief executive of CBHA, to  
4 show the importance that they attach to it, where we  
5 discuss general issues of relocation, the numbers  
6 moving, where they are going to, any issues arising out  
7 of that, for example, and where appropriate we discuss

8 any individual complaints being raised against CBHA.

9 Now, it may be in a number of instances that  
10 complaints raised by residents, they are not happy to  
11 have that in the open forum, because also attending that  
12 fortnightly meeting are London Borough of Newham, our  
13 other housing partner, and the Greater London Authority.  
14 So where there is a personal issue, what we will seek to  
15 do is have a direct meeting between their case officer  
16 and the relevant people at CBHA, a case conference if  
17 you will, to actually discuss the specific issues being  
18 raised in confidence.

19 Q. Thank you. There are just one or two loose ends I need  
20 to tie up, please, from things that Mr Armstrong said  
21 when giving his presentation.

22 Information; I think the quickest way of doing this  
23 perhaps is to ask you this question. Have you set out  
24 in your evidence -- you have produced a number of  
25 proofs, your main proof of evidence and some rebuttal

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1 proofs -- have you set out there how it is that the  
2 information on the relocation regime has been  
3 communicated to residents?

4 A. I believe I have. Primarily in my first proof, but also  
5 in a number of the rebuttals that I have dealt with.

6 Q. Next, please, people who want to relocate within Newham  
7 as compared with people who want to relocate outside of  
8 Newham. We have heard evidence about the Newham choice  
9 based letting system and reference made to nominations



10 and so on. How does it work in practice if somebody  
11 does not want to stay in Newham, they want to go  
12 elsewhere?

13 A. I think there are two issues here. Certainly -- I mean,  
14 the point was made in earlier evidence today, within the  
15 London Boroughs, for people looking to move to a borough  
16 such as Westminster, there are clearly properties within  
17 that borough that are owned by registered social  
18 landlords and are not covered by nomination agreements.  
19 They are being made available through CBHA, through the  
20 channels that Mr Armstrong has bid through. There are  
21 also, however, properties held and covered by nomination  
22 agreements with the local authority. To access those  
23 properties it is necessary to register your need with  
24 the London Borough of Newham, have confirmation that you  
25 are a priority through your decant status, and then

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1 there are reciprocal arrangements between the London  
2 boroughs for Newham to facilitate those moves. And  
3 under the terms of our legal agreement with London  
4 Borough of Newham they are required to use endeavours to  
5 do so.

6 There is a slightly different system, referred to as  
7 Move UK, which I have referred to in my evidence before  
8 which deals with moves outside of London, which is  
9 a more formal system that has been set up to facilitate  
10 that process, which again is administered through Newham  
11 and by having your requirement registered on the Newham  
12 system.

13 MR PEREIRA: Thank you. Mr Gaskell, I think those are all  
14 the questions I have for you. Thank you very much.  
15 THE CHAIRMAN: Thank you. Your opportunity to ask some  
16 questions of Mr Gaskell, now.

17 Cross-examination by MR ARMSTRONG

18 MR ARMSTRONG: Sure. When you were asked how CBHA assess  
19 their vulnerability, you mentioned first of all, or the  
20 things that I caught, anyway, were file review?

21 A. Yes.

22 Q. Interview?

23 A. Yes.

24 Q. Reference with Social Services?

25 A. Yes.

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1 Q. And support packages being drawn up?

2 A. Yes.

3 Q. Now, I am not sure how CBHA have explained or briefed  
4 you on this, but I know from my own experience that when  
5 I spoke with the area manager, the second area  
6 manager --

7 A. Michaela.

8 Q. -- she had never read my file. She had my file for  
9 a week prior to --

10 THE CHAIRMAN: Let me stop you, because I would need to  
11 advise you that the opportunity is to ask questions  
12 rather than give a lengthy statement.

13 MR ARMSTRONG: Okay. Okay. She had my file for a week.

14 What assurances do you have that she followed the same

15 procedure for all those 24 people who you declared  
16 vulnerable?  
17 A. Well, all of those residents were declared vulnerable.  
18 Now, whether that was done under the present area  
19 housing manager or the previous area housing manager,  
20 that can only be done through a file review. CBHA  
21 obviously came in on 1st August and then had to take the  
22 decision to declare those residents vulnerable, so to do  
23 that they must have done a file review, otherwise  
24 residents would not be held vulnerable.  
25 Q. Precisely.

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1 A. But 24 residents were held to be vulnerable, so they  
2 obviously have done that --  
3 Q. I am not disputing it. But then CBHA have come in on  
4 1st August, they have done set file reviews and they  
5 have made a series of assessments as to vulnerability.  
6 Now, I have been writing to CBHA for ages to try and  
7 find out if the assessment of vulnerability changed.  
8 Has the criteria for vulnerability changed, and can it  
9 change from one area manager to another?  
10 A. No, the assessment would not change between area housing  
11 managers. Clearly, if there was a material change in  
12 circumstances for an individual, that might affect their  
13 priority status. So it is not necessarily the case that  
14 someone who is assessed as vulnerable will always remain  
15 vulnerable. In the vast majority of cases I believe it  
16 would. But it could be the case that due to other  
17 circumstances, somebody's priority might change.

18 Q. What kind of circumstances would those be?  
19 A. I think a specific example circumstance in this case,  
20 and I believe that in your instance it is still in  
21 dispute, because as you have said yourself that final  
22 letter in your information is submitted, were it to be  
23 the case that you had confirmed that you were no longer  
24 at risk, that for example would be a change in someone's  
25 status.

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1 Now I am not suggesting here and now that that is  
2 the case because I understand it is still a process  
3 ongoing. But for someone who was at risk and is no  
4 longer at risk, they are clearly not the same priority  
5 any more.

6 Q. You are contradicting yourself. The way I see it is  
7 like this: if somebody has been declared by an RSL that  
8 they are vulnerable, all right, unless that person  
9 actually comes and states to the RSL, or the RSL has  
10 undertaken a series of tests to assess that person's  
11 vulnerability periodically, I cannot see how a person's  
12 vulnerability can change, can you?

13 A. No, I think that is what I have said.

14 Q. What I understood from what you were saying was that  
15 because a letter claiming -- CBHA claimed to have sent  
16 to me seemed to question my status of vulnerability, the  
17 whole matter is in dispute?

18 A. No, I probably gave a bad example. What I was saying  
19 was if --

20 THE CHAIRMAN: Rather than a personal example, can we  
21 depersonalise it?  
22 A. Yes. Well, I think in terms of vulnerability, I think  
23 at risk is probably the best category to show a change  
24 in circumstances, but clearly where someone held  
25 themselves to be at risk and then declares themselves no

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1 longer to be at risk, or another assessment is made and  
2 they are not -- and this is not your example, this is in  
3 a general case, and I would make that clear before --  
4 then there would be a change in priority status.

5 THE CHAIRMAN: And presumably that could take place if it  
6 were a medical condition, for instance?

7 A. Yes, I am struggling to think of an example where -- but  
8 yes, certainly, if someone had a condition that was  
9 cured. For example a hip -- maybe a hip replacement  
10 surgery is a good example that has a strong effect, that  
11 kind of situation. So where they have had limited  
12 access and they were able to climb stairs again, that  
13 might be an example that is worth considering.

14 MR ARMSTRONG: Right, I can accept that. CBHA wrote to me  
15 on 15th March, and the insinuation was that because  
16 I had rejected one of two properties that I had chosen,  
17 that somehow was something that might affect my risk.  
18 Would you see that as a valid way of assessing risk?

19 A. No.

20 Q. Okay. So following from that, CBHA cannot have  
21 demonstrated to you in my case anything that would  
22 indicate that I am either -- how would I put it --

23 I need to phrase myself properly. CBHA are unable to  
24 demonstrate from any action that I have taken that my  
25 degree of risk has changed?

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1 A. If you are happy for me to discuss these things in  
2 public then I am happy to answer.

3 Q. I am here to discuss these things in public.

4 A. Yes. If you are happy for that, then I am happy to  
5 carry on, conscious that this is fairly personal  
6 information for you. But I think CBHA's point clearly  
7 is that they have not based it on the fact you have  
8 not -- for people who are at risk, generally they are  
9 looking for new properties to move to, and they are  
10 looking to move away from something rather than to  
11 somewhere, so that is clearly the experience that they  
12 would ... But in terms of the actual decisions taken by  
13 CBHA, and again I am not aware that a final position has  
14 been taken, they have had an antisocial behaviour team  
15 talk to you, meet with you, and their understanding from  
16 that meeting is that you had declared yourself no longer  
17 at risk. That is what the final letter in your  
18 documents that you did not receive but that they claim  
19 was sent to you states. So until that situation is  
20 resolved between yourself, CBHA and their antisocial  
21 behaviour team, clearly there is not a final decision on  
22 that. So I do not expect that there is a final decision  
23 made on your own case in terms of priority. But from  
24 their point of view, working outside of the antisocial

1 you have declared yourself no longer at risk, it creates  
2 difficulties for CBHA treating you as a priority.

3 Q. That is understandable. Just coming back to that,  
4 I just want to clear up -- as there was no letterhead  
5 and it was not a signed letter, I am not sure whether  
6 one can treat that letter as being official or not.

7 A. I mean, I think my understanding, it is not unusual for  
8 a file copy to be treated in that manner. So I do not  
9 know -- I have not seen an original either, I have only  
10 seen what you have produced to me, but in my experience  
11 it is not unusual for a file copy to be treated in that  
12 way.

13 Q. Well, file copy or no file copy, one would expect  
14 a signature to be on a letter?

15 A. Not necessarily. I think that is what I am saying to  
16 you.

17 Q. Okay. I will let that one go temporarily.

18 My issues with CBHA are about their management and  
19 the style and the nature of their management. We are  
20 talking -- my turn to be abstract -- if an individual  
21 who has been declared by an organisation as being at  
22 risk previously and has things like crime reference  
23 numbers, police visits, weapons recovered from wherever,  
24 to support that assessment, that person then writes on  
25 nine occasions to find out what his or her risk

1 assessment is with the RSL, would you not feel that it  
2 is reasonable for that RSL to respond?

3 A. Yes, I would.

4 Q. So given that you have expressed confidence that CBHA  
5 are managing, you would say, in an acceptable fashion --

6 A. The relocation process.

7 Q. Yes, would you say that this is an acceptable expression  
8 of communication?

9 A. My understanding is that the antisocial behaviour team  
10 have been in contact with you, that you have met with  
11 them, that they have reached their own conclusions and  
12 that you are disputing those conclusions. So I can  
13 understand, whilst there is still doubt in the  
14 conclusions being reached by the antisocial behaviour  
15 team, that they would not have been in a position to  
16 confirm to you unequivocally what your status is. I  
17 think whilst those meetings are ongoing it would be  
18 unhelpful for them to suggest you had a certain priority  
19 status if the outcome of those was to actually upgrade  
20 your priority status, for example.

21 Q. Mr Gaskell, we are talking about abstractions.

22 A. I beg your pardon, that is my fault.

23 Q. Could you --

24 A. Yes, I am sorry, I apologise.

25 Q. I will ask the question again. Was that the answer, the



1 "yes"?

2 A. Sorry, you --

3 Q. I will ask the question again. If an individual, who  
4 has been declared as at risk with evidence to support  
5 that from the police, from Social Services, I mean, let  
6 us go for your vulnerable --

7 A. I think I answered that question. I thought it was  
8 a supplementary --

9 Q. No, you went into specifics.

10 THE CHAIRMAN: The first question was "yes". "Is it  
11 reasonable for them to respond?"; the answer was "Yes".

12 MR ARMSTRONG: Right. So is it reasonable for them to  
13 respond to one of nine or any of nine?

14 A. Yes, and the answer is yes.

15 Q. Okay, so would you accept from CBHA's lack of response  
16 to my nine letters --

17 A. You see, that is a specific, and I responded to that in  
18 the specific.

19 Q. Okay, I will accept that. Let us go to what you just  
20 said about the antisocial.

21 A. Yes.

22 Q. If the director of CBHA writes to me and says that the  
23 antisocial team will be in touch with me, do you feel  
24 that then it is acceptable, over a month later, for that  
25 not to have taken place?

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1 A. In your specific case?

2 Q. Yes, in my specific case.

3 A. Depending on the circumstances, probably not.

4 Q. What circumstances?

5 A. I do not know.

6 Q. Okay. So you are not able to answer that?

7 A. No.

8 Q. Okay. If I am then subsequently forced to go to the  
9 Clays Lane area office and ask to speak to a member of  
10 the antisocial team concerning this issue, would you  
11 feel it is acceptable for me to be told that I cannot  
12 speak to the antisocial team by the area manager?

13 A. No.

14 Q. Given --

15 A. Given the situation, and if the director has suggested  
16 that that is the appropriate way forward, then I think  
17 it is entirely right for you to be able to speak to  
18 them.

19 Q. Okay. As that was the case, would you then accept that  
20 some unreasonable practice is taking place?

21 A. If that was the case, then I am certain that you had  
22 a legitimate complaint that we could have looked into  
23 insofar as it affected your relocation.

24 Q. Okay.

25 A. I have not been able to do that, I have not been made

1 aware of that by anyone, so I do not know whether it is  
2 unreasonable or not, but I am certainly happy to look  
3 into that.

4 Q. Okay. On 12th May I made a formal written complaint,  
5 which was recorded by the CBHA area office.

6 A. 12th May; is that in your pack?

7 Q. It is not in my pack.

8 A. Sorry.

9 Q. No problem. It was never responded to. Would you say  
10 that a person who has been declared at risk should be  
11 treated in that way, to be forced to have to complain?

12 A. I am not clear how that complaint cut across or did not  
13 with the other complaints that are ongoing. Sorry, I do  
14 not have the detail on this. I am happy to discuss it  
15 with you, you know, or have your case officers discuss  
16 it with you, but I am struggling, sorry.

17 Q. I know you are struggling.

18 A. I am struggling because I do not have enough  
19 information.

20 THE CHAIRMAN: I think that is a question that Mr Gaskell  
21 cannot answer, in fairness, because the normal situation  
22 is with a witness, if they are being asked to comment on  
23 a document or a point that arises from a document, they  
24 would need the document in front of them. This document  
25 is not available so Mr Gaskell is being invited to

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1 comment on something that he does not have the details  
2 on.

3 MR ARMSTRONG: No, but he does have the details set out in  
4 303/1/46, the letter from -- I think it is 46 or 45.

5 THE CHAIRMAN: The point is you were seeking to put  
6 a question about a document that he does not have. He  
7 may have a lot of other documents in front of him, but  
8 the point remains, that if the particular document is

9 not there then it is not reasonable for a witness to  
10 respond to a question on it.

11 MR ARMSTRONG: I can accept that. But he does have the  
12 document at 303/1/46 and 45, which is the letter from  
13 the director of CBHA.

14 A. The chief executive, yes, 45, and 46 is a letter from  
15 the policy and board support officer, which appears to  
16 address complaints raised by you.

17 Q. Yes, one of them being --

18 A. The rent arrears being resolved, I take it --

19 Q. I draw your attention to his remarks about the  
20 antisocial team. You see --

21 A. "Sue Graham to contact you to review the case in  
22 conjunction with relevant staff of police."

23 Is that the letter?

24 Q. Yes, that is the bit.

25 A. To which presumably the 26th June letter is the

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1 response, the final conclusion, supposedly?

2 Q. You see, the 26th June letter, which I never received,  
3 and which was given -- presumably, if confidentiality is  
4 the key here, this was forwarded on to SNU without my  
5 permission and only 15 minutes allotted --

6 A. But you had asked SNU -- sorry, I am asking you  
7 questions.

8 THE CHAIRMAN: Can I just have a reference for this  
9 26th June letter?

10 A. 303/1/47.

11 MR ARMSTRONG: It is the last one.

12 A. My understanding is that you had asked SNU to look into  
13 this, your priority status, and it was provided in  
14 connection with their enquiries as instigated by  
15 yourself.

16 Q. My understanding --

17 THE CHAIRMAN: Can we just pause a moment? I think my file  
18 is one short of a bundle. I only go up to 46. Would  
19 you pass me a copy over? (Handed) Thank you. I think  
20 I have seen that because I have been working from  
21 another folder. This is a copy I picked up and I am  
22 certain I have seen -- I do not need it now but I will  
23 make sure I take one away with me.

24 Sorry, I interrupted you. Please continue,  
25 Mr Armstrong.

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1 MR ARMSTRONG: You see, my meeting with SNU initially

2 I wanted to meet -- you know, I wanted a meeting with  
3 Edward --

4 A. Mm hmm.

5 Q. -- regarding this whole antisocial business and the  
6 other complaints which have not been addressed, because  
7 I was still trying to find out my risk, the risk  
8 assessment. This is a question that I asked way back on  
9 27th February. I think that is 303/2/1, because I asked  
10 for a risk assessment, and whether it changed, and so  
11 despite my asking these questions, I have never been  
12 updated.

13 Would you see that that is reasonable behaviour from

14 an RSL, given the passage of time?

15 A. I think in my earlier responses I suggested that  
16 a letter that confirmed that you did not feel yourself  
17 at risk was relevant to your priority status, and in his  
18 response, Mr de Ferry suggests that the antisocial  
19 behaviour team will be reviewing the history of the case  
20 as part of their review of your situation, and my  
21 understanding is that that letter is the result of that  
22 investigation. So therefore that letter is relevant --  
23 you know, that letter is the culmination of a process  
24 which shows that the registered social landlord has been  
25 taking this particular issue seriously.

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1 Q. The fact of the matter is I was told, I draw your  
2 attention to -- I think it is -- yes, 4.2.3.

3 A. In your proof?

4 Q. Yes. The antisocial team told me in that meeting that  
5 they were not able to conduct an investigation. They  
6 told me that the investigation is subject to approval  
7 from the services manager and the area manager, and the  
8 words from Sue Brown were, "There is a glass ceiling  
9 over this, beyond which we cannot operate. This is over  
10 our heads".

11 A. The antisocial team were looking at your particular  
12 prioritisation in terms of whether or not you were at  
13 risk, I think. So therefore anything -- the wider  
14 complaint was being looked at by the chief executive of  
15 CBHA and it had been looked at by him, and as you say is

16 still ongoing. This is a stage 2 or stage 3 complaint  
17 now. So it is not something that was within their  
18 jurisdiction, was it? What they were looking to try and  
19 ascertain was whether or not you were at risk. So the  
20 actions of the CBHA services manager and CLE area  
21 manager are not relevant to that investigation, are  
22 they? That is my reading of that. I do not know the  
23 particular circumstances, but that seems to me  
24 a legitimate statement from the antisocial behaviour  
25 team. They were asked to look at whether or not you

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1 were at risk and they have done that.

2 Q. They have never done it because if they had have done it  
3 then you would be able to present something of that  
4 nature in your evidence and you have not been able to  
5 present anything of that nature in your evidence?

6 A. (a) it is not appropriate for me to present that in my  
7 evidence. If you choose to share that with the  
8 Inquiry --

9 Q. Why?

10 A. Because it is personal information to yourself. But you  
11 have chosen to exhibit a letter which you claim not to  
12 have received, but nonetheless CBHA claim they sent you  
13 from their antisocial behaviour team setting out exactly  
14 what they consider your status to be in terms of whether  
15 or not you are at risk.

16 Q. It is not just that I claim never to; I never received  
17 it.

18 A. No, I accept that.

19 Q. You have no evidence that any investigation has ever  
20 been undertaken or on any basis been drawn up to  
21 ascertain my degree of risk?

22 A. But if there was a change in your status as a priority  
23 or otherwise and you asked me to look into that, then I  
24 would ask to see that information. As far as I am  
25 aware, no definitive conclusion has been reached and

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1 that is your own evidence. If you got to the situation  
2 where a conclusion was reached that you were no longer a  
3 priority and you complained to your case officer then I  
4 would ask to see exactly on what basis that decision was  
5 made.

6 Now, that decision has not been made, as far as I am  
7 aware. You have not made a complaint in that respect,  
8 as far as I am aware, because they have not reached  
9 a decision on that, therefore I have not asked for  
10 evidence on that, and I do not consider it relevant to  
11 the Inquiry so therefore I have not exhibited it within  
12 my rebuttal evidence.

13 Q. If no decision had been made, why was I offered property  
14 on 22nd December?

15 A. No, sorry, let me clarify that. No decision to change  
16 your status has been made, therefore you are still  
17 treated as a priority.

18 Q. Whilst my priority status is always being questioned  
19 continuously.

20 A. As far as I am concerned, until a definitive decision is



21 made that your priority status should be changed, with  
22 a reason that I would see, given the particular nature  
23 of your priority status, that would have to come as  
24 a recommendation from the antisocial behaviour team,  
25 until that has been done then I do not see how you

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1 could -- I mean, it is innocent until proven guilty, is  
2 it not? Therefore, we would not change your status  
3 until we had demonstrated that there was justification  
4 to change your status.

5 THE CHAIRMAN: Let me be clear on this. You understand that  
6 you have priority status?

7 MR ARMSTRONG: Yes.

8 THE CHAIRMAN: And what you are saying is: "I do not know  
9 any different"?

10 A. That is right.

11 THE CHAIRMAN: Until you are told that the situation is any  
12 different or if you are told that situation, then you  
13 are working on the basis of priority status.

14 A. And I would be happy to look into any change as and when  
15 that occurs.

16 MR ARMSTRONG: You see, what you are saying and what the  
17 Inspector has pointed out and clarified is all very  
18 plausible, but given the information and the experience  
19 that I have, it means nothing in the context of if the  
20 services director is going to write to me on the 13th  
21 and link --

22 THE CHAIRMAN: Perhaps I can cut through this. I am happy  
23 to accept the evidence that you present on the basis of

24 priority status, in effect corroborated by Mr Gaskell  
25 that he has no evidence to the contrary. I really do

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1 not think we need to take that point any further, if  
2 that helps.

3 MR ARMSTRONG: Okay, that is no problem. I can move on with  
4 that. Okay. Given the fact that I have written and had  
5 letters copied to LDA --

6 A. Yes.

7 Q. -- throughout my complaints process regarding  
8 40 Balderton, if not anything else, can you explain why  
9 the LDA has not seen fit either to arrange a meeting, or  
10 communicate with me directly?

11 A. I believe that you met with your case officer,  
12 Aaron Cahill, on our last one-to-one session and  
13 discussed this?

14 Q. No, I met him casually outside after the one-to-one  
15 session time had finished?

16 A. But you did meet with him and discuss this?

17 Q. I said I met him casually. I was going to meet SNU and  
18 I saw him en route so I stopped and spoke with him.

19 That is not an arrangement carried out by --

20 A. No, but you can understand that if someone has met and  
21 discussed something with you, then they will not  
22 necessarily feel the need to set up a formal meeting.

23 Q. I do not know that at all. If I am writing to somebody  
24 and copying letters to somebody formally --

25 A. Which is the case --

1 THE CHAIRMAN: Just a moment. Did you ask for a formal  
2 meeting?

3 MR ARMSTRONG: I cannot recall whether I have or I have not.  
4 Every single letter that I have written, every letter  
5 that is part of my complaint, has been with the view to  
6 resolving it. The way I see it, resolutions can only  
7 come about through meetings.

8 THE CHAIRMAN: So in terms of this casual meeting en route  
9 with the case officer, did that provide you with  
10 information?

11 MR ARMSTRONG: He did not really provide me with the  
12 information. He listened to what I had to say.

13 THE CHAIRMAN: Right.

14 MR ARMSTRONG: He asked me to call him, and, sir, that was  
15 that. But that is not the first time I have met that  
16 particular person. I did not know that he was my case  
17 officer, you know, as I have made clear before.

18 THE CHAIRMAN: Okay.

19 MR ARMSTRONG: And I did not know, you know, the mechanics  
20 of how my situation is being viewed and how I can get  
21 the LDA to address my situation more directly.

22 THE CHAIRMAN: Okay, I understand. So do you want to  
23 continue with your questioning?

24 MR ARMSTRONG: Yes. Sir, I had a rank of questions that  
25 I was going to ask connected with other things, and it

1 is not really --

2 THE CHAIRMAN: Do you want a few minutes to review your  
3 questions?

4 MR ARMSTRONG: Sure, time out.

5 THE CHAIRMAN: Ten minutes?

6 MR ARMSTRONG: Yes, ten minutes.

7 THE CHAIRMAN: I will give you ten minutes just to have  
8 a look through and focus your questions so you have  
9 a clear strategy.

10 MR ARMSTRONG: Okay, sure.

11 THE CHAIRMAN: I will adjourn for ten minutes.

12 (5.28 pm)

13 (A short break)

14 (5.38 pm)

15 THE CHAIRMAN: The Inquiry is resumed. Mr Armstrong, would  
16 you like to continue?

17 MR ARMSTRONG: Yes, sure. Are you able to tell me, has CBHA  
18 ever told you what date they offered 40 Balderton to  
19 a tenant?

20 A. My understanding is that was offered at the same time  
21 that the property was offered to you. The property  
22 offers were made to everyone on the 22nd December, and  
23 that people expressed an interest from there.

24 Q. Okay, I will rephrase the question; not so much in terms  
25 of offer but in terms of when CBHA accepted that that

1 tenant was being offered the property? You see, you

2           have said that I had not made a formal offer, I had not  
3           made a formal choice of 40 Balderton until February.

4   A.   You have said that, in fairness, in your 3.2.4.

5   Q.   Right.  That is not -- well, are you able to say when  
6           this other tenant made the choice?

7   A.   No.  I am aware it was before then, that they were aware  
8           of his interest but they had not decided to allocate it  
9           until they knew the result of your viewing.  However,  
10          when you made the decision that you did not wish to view  
11          the other one, that you, to use your words, declared  
12          that you wanted to live at 40 Balderton without a  
13          viewing, it was then that they decided which to  
14          prioritise.

15  Q.   So they had not made a choice up until the time that  
16          I had decided that there was only one flat --

17  A.   Yes, until they had two expressions of -- at that point  
18          they had one expression of interest and one viewing  
19          outstanding, so they could not have done the final  
20          assessment, as I had already made clear in my answers to  
21          Mr Pereira.

22  Q.   So you would have no difficulty in explaining why the  
23          area manager should say to me in that phone conversation  
24          that followed that: you should have been told sooner?

25  A.   I am not aware -- they may have meant that you should

1           have been told that there was someone else formally  
2           bidding on that property sooner.

3   Q.   Sorry?

4   A.   It may have been that they wanted you to know that

5 someone had already bid on that property sooner.

6 I think this is what came out of the work that we did  
7 with SNU in terms of the confusion over terms being  
8 used, invited to view and then offer and things like  
9 that.

10 Q. I am not confused. I have never been confused.

11 THE CHAIRMAN: I do not think the suggestion was that you  
12 were confused but I have heard it in relation to other  
13 evidence of it not being perfectly clear to tenants of  
14 Clays Lane, certain terminology that was being used.

15 MR ARMSTRONG: Well, I am not sure if I accept that, but --

16 THE CHAIRMAN: Well, as I say, it was not directed at you  
17 personally. It was evidence that was already before the  
18 Inquiry in relation to the group.

19 MR ARMSTRONG: In the conversation that I had with the area  
20 manager on 23rd February, she told me that I should have  
21 been told sooner. Sir, I am not confused about what  
22 that means.

23 THE CHAIRMAN: It was never suggested that you were.

24 MR ARMSTRONG: I cannot see how anybody can be confused  
25 about the meaning being offered there, because I was

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1 told on the 5th January that the property --

2 THE CHAIRMAN: You have gone through the background. Do you  
3 have questions for Mr Gaskell?

4 MR ARMSTRONG: Yes. Can you see any reason why I should be  
5 told on the 5th that the property has been reserved, the  
6 5th January?

7 A. Potentially because of its suitability for the other  
8 resident who was eventually allocated it, they were  
9 looking to reserve it. However, it seems clear to me  
10 from your version of events, as much as from their  
11 version of events, that when you expressed an interest  
12 in that property as well, they then offered you the  
13 opportunity to do that.

14 THE CHAIRMAN: Can I just be clear: so at that particular  
15 point, if there are two competing potential bids, the  
16 process goes a stage further, there is no decision at  
17 that particular point in time? There are two  
18 expressions --

19 A. No, there should not be -- sorry, I think it is  
20 a three-stage. You have the invitation to go and view  
21 goes out to particular -- which is the initial flyer  
22 that says: these are the properties that are available.  
23 You then have people responding, saying: I am interested  
24 in viewing, so they get an invitation to view. At that  
25 point you have a sort of ring-fence around those who are

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1 actually interested in the property. Obviously, as  
2 people view the properties, they then decide whether or  
3 not it is suitable for them, and can take a view as to  
4 its inherent suitability or otherwise for them in terms  
5 of not so much with this case but in general issues,  
6 people maybe wanted to look at it in terms of what is  
7 disabled access like, or what is its location like when  
8 I actually get down there and things like that. So  
9 until they have done that, even where you have two

10 people with apparent priority status, until they have  
11 actually looked at the property or chosen not to look at  
12 the property, until they have made a case in terms of  
13 why it is particularly suitable for them, there should  
14 not be a decision made between those two people.

15 MR ARMSTRONG: You see, my issue, as I have made abundantly  
16 clear, is that the same criteria was not applied. I am  
17 a person going into London on a number of occasions,  
18 attempting to view, attempting to acquaint myself  
19 physically, mentally, I suppose, with the property, and  
20 the other person is not. Would you say that equality of  
21 means has been applied in assessing desire?

22 A. I do not think it comes down to desire. I think the  
23 suitability of this property for the other resident was  
24 a matter of fact related to its location. That was why  
25 it was particularly suitable. Therefore, if they choose

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1 not to look at the specific layout of the property or  
2 anything else, I am not aware that that could cause them  
3 any particular difficulties, therefore they knew why it  
4 was suitable for them and were able to make a case in  
5 terms of why it was particularly suitable for them.

6 I do not believe that the desire, whilst laudable  
7 that you have engaged with this process, should be a  
8 determining factor with this. Some people will not be  
9 able to view simply through their personal  
10 circumstances, for example. So that is not a measure of  
11 how property should be allocated in our view and that is



12 not what is in the rehousing policy that we have now  
13 issued.  
14 Q. I can understand that and I can accept that. You said  
15 before, when you were talking about this business of  
16 this person's locational needs, you mentioned something  
17 about distance from --  
18 A. Nearby amenities, I believe was the phrase I used.  
19 Q. Do you know what kind of amenities?  
20 A. I do. I am not prepared --  
21 THE CHAIRMAN: Is that confidential?  
22 A. Yes.  
23 MR ARMSTRONG: So we are talking about something -- okay.  
24 We are talking about amenities.  
25 A. Amenities linked to the particular provision that gives

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1 them priority.  
2 Q. In all the time that I have been asking for  
3 clarification on this issue, this is the first that I am  
4 getting. Now, I mean, even this, this would have made  
5 a lot of sense if somebody had said that to me on 24th  
6 when I met Michaela formally the next day.  
7 THE CHAIRMAN: Can we go back to questioning rather than  
8 statements, please?  
9 MR ARMSTRONG: Well, I am just leading into my question.  
10 THE CHAIRMAN: Okay.  
11 MR ARMSTRONG: Can you see any reason why I could not have  
12 been told this information sooner --  
13 A. From my --  
14 Q. -- by CBHA?

15 A. I am happy that what I am telling you is not a breach of  
16 confidence, so on that basis I do not see why they could  
17 not have told you. They may take a different  
18 interpretation of that or may have done in the past.  
19 But no, certainly I agree it is regrettable that you  
20 were not given a fuller account earlier on to help you  
21 understand the decision. I think that is something that  
22 we do need to make sure people are better able to  
23 understand why particular decisions are made, but you  
24 have to balance that against the needs of personal  
25 confidence.

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1 Q. No problem. Mr Ogundele, in his letter of 13th -- I am  
2 not sure whether I have asked this question before -- he  
3 talks about systems.

4 A. You have not asked this question.

5 Q. He talks about systems being changed since my experience  
6 with 40 Balderton.

7 A. That is 303/1/24, is it, the letter of 13th March?

8 Q. That is right. Are you in a position to tell me what  
9 systems those might be?

10 A. In my understanding, it is the system regarding  
11 viewings, to prevent people having to do abortive trips,  
12 but I am not 100 per cent clear on that. Certainly the  
13 systems in terms of the allocation of properties have  
14 not been changed.

15 Q. So you are not in a position to tell me how many  
16 systems?

17 A. I know which system has not been changed. I cannot say  
18 categorically say what changes have been made to the  
19 detail of how they arrange viewings for people,  
20 particularly with a property held by Peabody, which  
21 whilst CBHA are part of the group are a separate  
22 organisation. That is my understanding of what  
23 Mr Ogundele is referring to.

24 Q. Sorry, can you just repeat that slowly?

25 A. Sorry. I happen to go fast. Mr Ogundele's letter talks

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1 about the two wasted arranged viewings, that systems  
2 will be put in place to ensure that it does not happen  
3 again, and then you will be reimbursed for out of pocket  
4 travel expenses for the two aborted visits which relate  
5 to the two wasted arranged viewings. That is consistent  
6 with my understanding that the systems that were being  
7 altered were the systems in respect of how they would  
8 notify Peabody to ensure that someone was there with  
9 a key when people took the time out of work and  
10 travelled across town to do that, because clearly, as  
11 your own evidence suggested, it is a matter of  
12 frustration for people not to be able to view when they  
13 have a property that they want to secure. What I do  
14 know is that what he is not referring to there, because  
15 no changes have been made to the system, is the system  
16 for allocating properties.

17 Q. All right, so it is still possible that I could be  
18 invited to view a property, go to view it on several  
19 occasions or one occasion and then it will be allocated

20 to someone else?

21 A. If that property is more suitable to someone else within  
22 the high priority band of vulnerable and at risk people,  
23 yes, it is still possible.

24 Q. So it is still possible for somebody to select  
25 a property without making the effort to go and view it

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1 and gain that property in preference to somebody who has  
2 made the effort to go and view it?

3 THE CHAIRMAN: I am not whether that is actually a relevant  
4 criteria as to how they go about choosing it. If  
5 somebody wishes to make a choice without seeing it, I  
6 would have thought that is a matter for them.

7 A. Yes, the only caveat I would put on that is clearly  
8 people who are in that vulnerable category, if two  
9 people who are vulnerable bid for a property, they  
10 obviously have to explain why they think it is  
11 particularly suited to their needs to enable CBHA to  
12 look at which one is most appropriate to get it. We go  
13 back to the fourth bullet point in the rehousing policy  
14 which sets that out.

15 Now, with respect to 40 Balderton it was fairly  
16 clear, because it was a matter of fact, the location of  
17 the property and the location of the nearby amenity and  
18 how that would represent a need, but in terms of people  
19 with different issues, say a medical priority who need a  
20 property that provides them with greater space for  
21 disabled facilities, for example, they have not been

22 inside the property, it is harder for them to do that,  
23 but ultimately, that is only one factor in it. It is  
24 not an overriding one.

25 THE CHAIRMAN: So there may be instances, I think is what

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1 you are saying, where a viewing would be very material  
2 in demonstrating a case of why they want to go there,  
3 and there will be other instances where it is more  
4 a matter of the general area, the surrounding facilities  
5 and the like?

6 A. Yes. I think the fact that someone has decided not to  
7 view is not going to necessarily determine whether or  
8 not they are successful. There may be instances where  
9 someone looking to put a case together will put together  
10 a far stronger case by going to view the property and  
11 being able to quote specific instances of why the  
12 property is suitable to them. That is the only weight I  
13 would attribute to it, but I can see a circumstance  
14 where it would be beneficial to people.

15 THE CHAIRMAN: Yes.

16 MR ARMSTRONG: The question I want to move towards is I have  
17 made it very clear in the questionnaire that I filled in  
18 why 40 -- I had to go there to establish exactly why it  
19 was suitable in that it was gated and there was  
20 secure -- what is the word -- security --

21 THE CHAIRMAN: Is this leading to a question?

22 MR ARMSTRONG: Yes. I was told that this person had  
23 selected this on medical grounds.

24 A. That is correct.

25 Q. Okay, so we are talking about medical amenity, really?

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1 A. I am not going to go a long way down this line of  
2 questioning.

3 THE CHAIRMAN: I think I have got to the stage where I have  
4 a fairly clear picture, and I am not sure that trying to  
5 prise out any further detail is going to be useful.

6 MR ARMSTRONG: It is just in the midst of asking questions,  
7 I am still not able to find out exactly when this --

8 THE CHAIRMAN: I can understand your situation, but there is  
9 a position where the information might be -- you might  
10 like it for curiosity's sake.

11 MR ARMSTRONG: It is not for curiosity at all.

12 THE CHAIRMAN: I have to ask the question as to whether  
13 I need it for the purposes of hearing the objection in  
14 relation to the CPO and I think there is a difference.

15 MR ARMSTRONG: I think --

16 THE CHAIRMAN: I would invite you to move on, please.

17 MR ARMSTRONG: Okay, I am just making one thing clear to  
18 answer that point. I have come here to ask a number of  
19 questions, and questions regarding my risk, degree of  
20 risk, the degree, or level of threat that I perceive  
21 that I am under, and these are all being questioned, and  
22 --

23 THE CHAIRMAN: But I have made my position clear on that in  
24 terms of understanding your priority, and I specifically  
25 asked Mr Gaskell as to whether he had any evidence as to

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1           whether that has changed. He has confirmed that at the  
2           present time he is working on the basis of you having  
3           priority status, until he is told otherwise, if he is  
4           told otherwise. So we do not need to revisit that.  
5           Having got the consensus of me and the witness, you do  
6           not need to actually take it any further.

7   MR ARMSTRONG: It is not that, Inspector. It is about me  
8           establishing how and why mismanagement has taken place,  
9           yes? And, for example, I am not able to cite my rent.  
10          If I was asked to move off the estate, I cannot then get  
11          a certain portion of my rent if I am determined to be in  
12          arrears.

13   THE CHAIRMAN: I do not think this process is going to be  
14          particularly helpful, so I would invite you, as I did  
15          a moment or two ago, to move on to the next series of  
16          questions.

17   MR ARMSTRONG: I am just explaining why I am in  
18          a difficulty.

19   THE CHAIRMAN: What, in asking further questions?

20   MR ARMSTRONG: In asking certain questions, because the  
21          questions I ask, it is like I have one hand pinned  
22          behind my back.

23   THE CHAIRMAN: It is only because I advised you in terms of  
24          what is likely to be relevant in terms of my  
25          consideration, and in doing that, I was seeking to be

1 helpful to you.

2 MR ARMSTRONG: Well, if you had put this before I sat down  
3 today then I would be in a position to reframe  
4 everything. I have to come to sit down here and I  
5 cannot ask the kind of questions I want.

6 THE CHAIRMAN: I will advise people when they appear before  
7 me. I cannot provide an advisory service before they  
8 appear.

9 MR ARMSTRONG: Okay.

10 THE CHAIRMAN: I hope you appreciate that what I have sought  
11 to do today in terms of drawing out the evidence, that  
12 I have been assisting you because that was my intention  
13 this afternoon. Because I appreciate that these sorts  
14 of circumstances are not within your day-to-day  
15 experience, as they are for other people who do it on  
16 a daily basis, and that is why I wanted to guide you  
17 from the very outset as to what I thought was relevant  
18 and to take you step by step through your evidence so it  
19 could be presented in a logical and clear manner, and  
20 I thanked you for that, because that had been extremely  
21 helpful. But we are getting to a situation where the  
22 questioning has got to the stage where I perfectly  
23 understand the point and I do not need it to be  
24 laboured.

25 MR ARMSTRONG: Yes, okay. I have no further questions.

1 THE CHAIRMAN: Do you want a moment or two to check through  
2 whether there is anything, because this is the only



3 opportunity to ask Mr Gaskell questions.

4 MR ARMSTRONG: It is not, because now I know the --

5 THE CHAIRMAN: Well, it is the only opportunity within this  
6 Inquiry to.

7 MR ARMSTRONG: Yes, well, it is not really -- I will give  
8 myself a few minutes to think about anything else that  
9 I want to ask him, but I cannot see it, because the  
10 strongest questions that I would like to ask him which  
11 would illuminate, I cannot ask.

12 THE CHAIRMAN: Because they are not relevant to the CPO.

13 MR ARMSTRONG: I do not want to contradict you.

14 THE CHAIRMAN: Well, do you accept that or do you not accept  
15 it?

16 MR ARMSTRONG: Of course I do not accept it.

17 THE CHAIRMAN: What line of questioning do you wish to  
18 pursue?

19 MR ARMSTRONG: Simply this: this was the question I was  
20 going to ask before. I received an offer on 5th April  
21 this year, and this came at a crucial stage in my  
22 negotiations and my complaint issues. I was still owed  
23 by CBHA over £1,000 in rent surplus pertaining to nine  
24 months before, and yet if I had agreed to that move,  
25 that situation would still have been in abeyance. Then,

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1 in order for me to receive any kind of compensation  
2 money, I would have had to have agreed with CBHA's  
3 position concerning my rent account statement.

4 THE CHAIRMAN: You have made this clear in your statement,  
5 have you not?

6 MR ARMSTRONG: No, I have not, because it is something --  
7 THE CHAIRMAN: Have you not referred to that issue of rent  
8 arrears and the like and being prejudiced?  
9 MR ARMSTRONG: I made reference to that point before the  
10 first adjournment when I said --  
11 THE CHAIRMAN: Yes.  
12 MR ARMSTRONG: That is all. I have not made it in the  
13 statement --  
14 THE CHAIRMAN: But I do not think you need to develop it any  
15 further, because I am not convinced that it is relevant  
16 to the CPO.  
17 MR ARMSTRONG: The point I am making is that the  
18 mismanagement in one area of CBHA's operations bleeds  
19 into mismanagement of other areas.  
20 THE CHAIRMAN: Well, you have made the point about  
21 mismanagement and there are separate procedures for that  
22 to be investigated. You have also asked some fairly  
23 searching questions of Mr Gaskell in relation to  
24 procedures in terms of offering viewing, whether they  
25 should have replied to certain letters, whether their

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1 actions were reasonable in many senses, and there is  
2 a number of areas where he has made concessions.  
3 In terms of a Public Inquiry, it is not necessary to  
4 analyse every document with forensic scrutiny. You are  
5 really here to establish an overall picture, and as part  
6 of that, you have presented very detailed evidence  
7 supported by documents. I do not necessarily need to be

8 taken through everything. I have read all of the  
9 background material, I have a good understanding of the  
10 situation, and I hope you have appreciated that from  
11 this afternoon.

12 MR ARMSTRONG: I know, I do appreciate it.

13 THE CHAIRMAN: So when I indicate that an area of  
14 questioning does not appear to be relevant, then I am  
15 pretty certain it is not, and from what you have said,  
16 I am still not convinced that I need to take that any  
17 further.

18 MR ARMSTRONG: I am here because I have not had any response  
19 from CBHA or the LDA regarding my complaint issues.

20 THE CHAIRMAN: I understand that. You have made that clear  
21 this afternoon.

22 MR ARMSTRONG: That is why.

23 THE CHAIRMAN: That is clear, and you have sought to  
24 demonstrate that both through evidence and in  
25 questioning of Mr Gaskell, and he has admitted that in

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1 certain instances you deserved a response, you should  
2 have had a response. So I think having established  
3 that, I am not certain that we need to go any further.  
4 That is not prejudging the situation --

5 MR ARMSTRONG: I know, I know.

6 THE CHAIRMAN: -- it is simply what you are here to do this  
7 afternoon is to convince me that certain things have not  
8 gone smoothly. You have presented the evidence, you  
9 have asked the questions and you have got certain  
10 concessions. Just take a moment or two to look through

11           your questions and see whether there is anything you  
12           want to put to Mr Gaskell.

13   MR ARMSTRONG: I am making questions up as I go along. This  
14           is it, the questions I wanted to put, I cannot put.

15   THE CHAIRMAN: It may be because there are certain questions  
16           that are relevant to the Inquiry and certain questions  
17           that are relevant to the room outside.

18   MR ARMSTRONG: Yes, I understand that.

19   THE CHAIRMAN: And I know it is a difficult situation,  
20           particularly, as I indicated in opening, involved with  
21           a number of agencies, bodies, and a number of issues  
22           that all appear to gel together, and along I come and  
23           I am just plucking one element out, because I am here to  
24           deal with the compulsory purchase order and not a lot of  
25           what has gone before. Some of it feeds in and

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1           I recognise that.

2   MR ARMSTRONG: Okay.

3   THE CHAIRMAN: Do you want a few minutes just to review  
4           whether there is anything else that you want to add?

5   MR ARMSTRONG: Yes, sure. (Pause).

6   THE CHAIRMAN: Is there anything further?

7   MR ARMSTRONG: Okay.

8   THE CHAIRMAN: I sense there is. Try one more.

9   MR ARMSTRONG: Is Mr Gaskell satisfied, given the evidence  
10           presented by myself and these consultations with CBHA,  
11           that the kind of incident and situation which  
12           I experienced with regard to 40 Balderton could not be

13 repeated in my specific instance?

14 A. I am satisfied that what happened at 40 Balderton Flats  
15 in terms of the allocation of the property was entirely  
16 correct and in line with the procedures we would want.

17 I am satisfied that following a review of your  
18 complaints by ourselves and the independent tenant  
19 liaison adviser, the level of communication provided to  
20 residents to help them understand the decisions being  
21 made has been improved and that will hopefully prevent  
22 some of the miscommunication that you have suffered  
23 from.

24 Q. So should I receive a property, should I receive an  
25 offer of a property, I call up, I make an appointment,

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1 and go and see that property, despite whatever  
2 prioritisation that is attached to my bid, as it were,  
3 there is no guarantee that the same would not happen  
4 again? You see, that is one of the things that I do not  
5 want to experience again.

6 A. There is no guarantee that will not happen. However,  
7 you know, there are, as you are aware, a limited number  
8 of people looking for particular properties in that  
9 area. Therefore, what I think would need to happen is  
10 that when you view, you should be informed of how many  
11 other people have expressed an interest to view, so you  
12 are aware. When you bid, if the property is not awarded  
13 to you, you should be informed not of who it is awarded  
14 to but why the decision was taken to award it to someone  
15 else. In your instance it is likely to be that fourth

16 bullet point again, because you are obviously in the  
17 highest priority band. But I think, when you are made  
18 another offer, as I am sure you will be, the key thing  
19 you have to decide is whether or not you are prepared to  
20 view it.

21 Ultimately there is a policy in place for how  
22 properties are allocated. At the moment we are not  
23 giving anyone exclusive ability to take properties.  
24 From January 2007 that will change and properties will  
25 be offered directly to residents and that is when you

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1 get the three reasonable offers and everything else that  
2 goes with that. However, whether or not those  
3 properties will be -- the bidding process will still sit  
4 alongside that, so whether or not those properties will  
5 be in the areas that you are seeking is another matter.  
6 They will be reasonable to your needs but they will not  
7 necessarily be in those areas, but they will be held  
8 exclusively. So the simple answer is that the rehousing  
9 policy, the section that we have both quoted from today,  
10 will continue in effect. That means that there will be  
11 no guarantee if you choose to bid for a property that it  
12 will be recommended to you. The fact that you are  
13 a priority resident, as we have made clear, will give  
14 you priority access to that, and it will be up to  
15 someone else to prove that they have a greater need for  
16 that specific property.

17 Q. You picked out one important thing. You said that I

18 would be required to view.

19 A. Required to bid. Express an interest to view, I think  
20 is the phrase I used.

21 Q. Because that did not happen with 40 Balderton.

22 A. You expressed an interest to view, the other resident  
23 expressed an interest to view, neither of you were able  
24 to view, the other resident decided to proceed on the  
25 basis of not having viewed, but it expressed an

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1 interest.

2 Q. That is not what Michaela told me.

3 A. Well, that is not --

4 Q. Michaela said that this person did not need to see the  
5 flat in order to --

6 A. No, but they had expressed an interest in the flat, and  
7 if they had the opportunity to view the first time you  
8 went along, they would have viewed it. I do not think  
9 that anything Michaela has told you is inconsistent with  
10 that. What she said is that ultimately, when they took  
11 the decision to take the property, they did it because  
12 they decided they did not need to view it before they  
13 made that decision. Ultimately, you did the same thing.  
14 You had not seen the property when you made the decision  
15 to take the property.

16 Q. Okay I will give you an example of why it is  
17 inconsistent, and this is part of a question. Another  
18 person who was featured in your March newsletter was  
19 Paul and his partner and their young child.

20 THE CHAIRMAN: Is this the one you referred to in evidence?

21 MR ARMSTRONG: Yes. No, it is not in evidence. It is  
22 actually part of --  
23 THE CHAIRMAN: No, you mentioned earlier on someone in  
24 the March newsletter. Is this the same person?  
25 MR ARMSTRONG: Yes. This is a different person, but

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1 featured in the same newsletter.  
2 THE CHAIRMAN: Right. I did not know whether there was one  
3 feature in that newsletter or a series.  
4 A. Do you want to be taken to the newsletter?  
5 THE CHAIRMAN: I do not need to at the present time. It was  
6 just to establish the background.  
7 MR ARMSTRONG: When this person went to view the flat that  
8 he eventually chose, there was eight other people, he  
9 told me there was eight, because he was living in the  
10 house that I was given as a place of safety. Now, if  
11 this other person, in my opinion -- and this is my  
12 opinion -- was going to view, they would have come along  
13 at the same time, because I was told by the Peabody  
14 representative that I spoke with at Balderton when I was  
15 unsuccessful in viewing it the first time, I was told by  
16 that representative that, "We try and get viewings at  
17 the same time, because that then reduces the amount of  
18 times that we have to journey to open and close the  
19 flats, and that. It is a time saver". I was also told  
20 by the Inspector that I was the only person -- not the  
21 Inspector, the caretaker of 40 Balderton estate that  
22 I was the only person who had come to view the flat.



23 There was never anybody else coming to view.

24 So if this person wanted to view, and had made the  
25 journey, or was intending to make that journey, why

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1 would Michaela say, "But this person did not need to see  
2 the flat in order to make their choice"?

3 A. But you did not need to see the flat to make your  
4 choice. The person intended to view, the person did not  
5 make the trip, because they were obviously informed  
6 before you -- whilst you got a message while you were  
7 underground, they got a message before they set off, and  
8 they decided, given the ongoing delay and the property's  
9 suitability for their needs --

10 MR ARMSTRONG: This is something else now.

11 A. No, it is not.

12 THE CHAIRMAN: We really are revisiting old ground, and I am  
13 not certain we are going to get to the bottom of this  
14 this afternoon, so I will draw a close to that  
15 particular line.

16 MR ARMSTRONG: All right.

17 THE CHAIRMAN: Is there anything else?

18 MR ARMSTRONG: No, there is nothing I can think of.

19 THE CHAIRMAN: Okay. Mr Pereira will now have the  
20 opportunity of picking up any outstanding points with  
21 Mr Gaskell arising from the answers that he has given,  
22 and then I will ask you if you want to make a brief  
23 closing statement, if you want to draw out some  
24 conclusions, so you can perhaps be thinking about that.  
25 Just a few final thoughts, and then Mr Pereira will have

1 the opportunity of his final thoughts as well.

2 Any matters of re-examination?

3 Re-examination by MR PEREIRA

4 MR PEREIRA: Just one matter. You were asked the question,  
5 well, could it happen again, and you gave your answer,  
6 and as part of that answer you said in effect that there  
7 may be more than one person looking at a particular  
8 property. What I want to ask you is this: as an  
9 alternative to the system that you describe, I suppose  
10 one might have a first come, first served system, which  
11 might stop it happening again, because if you get in  
12 there first, in that system you would get the property.  
13 How suitable in your judgment would that be as a means  
14 of meeting need in the circumstances of this case?

15 A. I do not believe that that is an appropriate way to  
16 allocate properties, particularly with respect to  
17 allocating them according to need. You know, all you  
18 would have there is those not necessarily within that  
19 first priority band, because some of them may have  
20 particular difficulties getting to certain locations,  
21 others may work and not be able to view during the  
22 daytime, so a first come, first served basis would not  
23 necessarily see those within that priority band that we  
24 are seeking to ensure are successfully relocated to  
25 properties that meet their individual needs actually

1 being relocated to properties that best suit them.

2 Q. Let us suppose for argument's sake, because it is the  
3 tenor of Mr Armstrong's evidence, that he was in this  
4 case the first person interested in the property. If  
5 you had applied a first come, first served system in  
6 this case, would the person most in need have got the  
7 property or not?

8 A. I do not believe that they would have, no.

9 Q. And would that have been a satisfactory outcome, in your  
10 view?

11 A. No, I do not believe that it would have been.

12 MR PEREIRA: Thank you. Sir, those are my questions.

13 THE CHAIRMAN: Thank you. I do not have any additional  
14 questions.

15 That brings us to brief closing statements. Neither  
16 party can introduce any new evidence at this particular  
17 point in time. There is no need to repeat the evidence  
18 that has gone by already this afternoon, it is simply to  
19 draw out the most important strands and leave me with  
20 a few concise thoughts. Are you ready to proceed or do  
21 you want a few moments to clarify your thoughts?

22 MR ARMSTRONG: I am ready to roll on this one.

23 THE CHAIRMAN: You are ready and rolling. Fine, thank you.

24 Closing submissions by THE OBJECTOR

25 MR ARMSTRONG: I am really happy about partaking of this --

1 my opportunity to question Mr Gaskell in this Inquiry.

2 The sad thing is that despite the things that I have  
3 experienced, and the manner of the experience, and  
4 especially the relevance of the last question that I did  
5 not sort of have the nous to ask beforehand, in that  
6 that question makes clear the state of play regarding my  
7 situation with 40 Balderton, this whole thing could  
8 happen again for me. And as I have made clear in my  
9 evidence before, there is no system or there is no  
10 management -- I mean, I have been a manager before, and  
11 the one thing you need to do as a manager, whether it is  
12 of people or of a process, is bring people into -- in  
13 line with that process.

14 If there was a situation where it says: if you do  
15 not view, you do not choose, as I said before, in the  
16 27th February letter, that would be fair. I mean, there  
17 is nothing in the rehousing policy document -- for  
18 example, the policy aim is to ensure that CBHA acts in  
19 a fair and equitable way when tenants are rehoused.  
20 What Mr Gaskell is unable to show me is any mechanism  
21 that would ensure that CBHA can demonstrate that they  
22 have acted fairly.

23 I understand what he is telling me now with regard  
24 to the situation with 40 Balderton, but this whole  
25 situation will happen again, or it could happen again.

1 Given the degree of risk that I feel I am under, and I  
2 could demonstrate, I find that unacceptable.

3 Given the fact that I am being asked to move as

4 a result of the CPO, I want to be in a situation where  
5 I can say, within a certain time frame, I am no longer  
6 in the kind of risk I am at, and I have no guarantee of  
7 that, except the final deadline for everybody to move  
8 off the estate, which is the final date. There is  
9 nothing that Mr Gaskell has presented me with today that  
10 suggests that my degree of risk will change for the  
11 better as a result of any action that either the LDA are  
12 going to propose, or CBHA are undertaking. None. Not  
13 in this new rehousing policy document, not as a result  
14 of this discussion, and not in any of the evidence that  
15 he has presented as part of his rebuttal.

16 If I go back to why I objected to the CPO in the  
17 first place, it was because I am being asked to move  
18 without there being any kind of framework. If CBHA are  
19 going to manage a rehousing policy, then they have to be  
20 seen to be fair, not just in housing, but in every other  
21 aspect of their function at Clays Lane. You cannot have  
22 instances in writing of malpractice, demonstrable in  
23 writing. You cannot have an organisation making  
24 suggestion of a certain individual state of mind or  
25 choice, but they are not able to determine the

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1 officiality of that particular document. You cannot do  
2 that. And you cannot have people acting in the manner  
3 of the Area Manager and the Director of Services of  
4 CBHA. You cannot have it.

5 Ultimately, I just want, as I said to Aaron Cahill,  
6 way back in September, I said, "I just want to move to

7            somewhere nice". That is the first thing I ever said to  
8            him on this thing. I said, "It is a hell of a strain  
9            looking over your shoulder, carrying a weapon, because  
10           you do not know if you are going to get attacked again".  
11           I can defend myself, and I am trained to defend myself  
12           in one profession, but I am perpetually at risk while  
13           I am on Clays Lane. I thought I would be able to leave  
14           the place in March or in February, and it is, like,  
15           weighing on everything.

16           I am not like many of the other group objectors in  
17           so much as I do not attach any kind of virtue to Clays  
18           Lane as a whole. I did when I first moved there, and  
19           I tried to make my experience worthwhile, but it did not  
20           work. If the place was going to get demolished  
21           tomorrow, I would be happy. If somebody was to say to  
22           me, "Live here for six months", I would be happy. But  
23           I am not.

24    THE CHAIRMAN: Mr Armstrong, I do understand how distressing  
25           it is for you. Do you want to take a few minutes

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1           outside?

2    MR ARMSTRONG: No.

3    THE CHAIRMAN: If you want to break, I am quite happy to  
4           give you a few minutes.

5    MR ARMSTRONG: What I am saying is that I want to know that  
6           I am dealing with people who are going to be fair and  
7           straightforward with me. There are no sly moves, there  
8           is no deception, there are no situations that turn out

9 to be subsequently false, there are no situations where  
10 words are put in the mouth of other CBHA employees,  
11 which is the case. I just want to have a situation  
12 where I can get on with my life, and Noi(?) can get on  
13 with her life, and I can move on.

14 THE CHAIRMAN: I think that comes out clearly in your  
15 evidence. I am in no doubt about that, if that happens.

16 MR ARMSTRONG: You know, I would have liked to be involved  
17 with groups and things like that. But none of those  
18 people have helped me. None of those people have  
19 offered me somewhere to stay when I was forced to sleep  
20 rough before CBHA came on the estate. None of those  
21 people helped me. None of those people helped Noi when  
22 I was forced to move her off the estate and then bring  
23 her back. The only person who did help was Carmen  
24 Jones, when she was on the estate. Since then, I have  
25 no faith in CBHA. I do not want to deal with them any

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1 more. I cannot be in a room with somebody who is  
2 prepared to lie to me.

3 I am happy dealing with the LDA, through the LDA,  
4 through SNU, through anything. I am happy with the fact  
5 that SNU have been appointed, but I have no faith in  
6 CBHA. I have no faith in them whatsoever. I have  
7 evidence that gives me every right not to have any  
8 faith. And I find their conduct with regard to me is  
9 comparable to the way the co-op were prepared to operate  
10 with me, and their conduct with regard to noise, the  
11 same. If I do not go along with what is offered to me,

12 if I do not accept an outcome that they are presenting  
13 me with, then I am either at the back of the queue, or  
14 I am persona non grata. My degree of risk is being  
15 questioned, repeatedly. Mr Andrew Gaskell may be  
16 saying, "I am not aware there is a change", but it is,  
17 and every opportunity has been sought for CBHA to say,  
18 "Mr Armstrong, you are no longer at risk. We have no  
19 obligation to consider you a priority".

20 People have taken things personally in the  
21 management and hierarchy of CBHA regarding my complaint,  
22 and that is why they are not being pursued. That is why  
23 information is not being returned to me regarding my  
24 request. And even for me recently to see the antisocial  
25 team, I had to put the area manager in an impossible

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1 situation, because she was in a situation where it was  
2 either she said "no", and then it was clear that she was  
3 obstructing a directive from the director, or she would  
4 have to say "yes", and then the meeting would find out  
5 the kind of deception that had taken place before.

6 So there was a real conflict of interest in seeing  
7 my situation handled in an appropriate way, given the  
8 indiscretions of CBHA, even in the narrow band that we  
9 are addressing now.

10 THE CHAIRMAN: Again, we do not need to go into the  
11 specifics, because the purpose of closing submissions is  
12 a brief summary of the situation.

13 MR ARMSTRONG: Sir, the only thing I can say is if you guys



14 are able to roll the estate up in six months, early, I  
15 would be happy with that. If the LDA are able to offer  
16 both myself and Orasa here somewhere else to stay, away  
17 from that estate, I would be happy. Even if it was  
18 a hostel, I would be happy, providing I got the same --  
19 I did not forfeit the kind of package and relocation  
20 options that at one stage appeared to be available to me  
21 at the start of the relocation process. What I am  
22 saying to you is that my objection to the CPO stops the  
23 moment I get suitable housing. That is the gist of my  
24 opposition from the beginning. It is not easy for me to  
25 come and prepare myself and not be able to present the

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1 full information that -- and the nature of what I have  
2 had to deal with since the New Year, because before the  
3 New Year, it was completely different. It was an open  
4 climate, and if things went wrong then I got feedback on  
5 that, quickly. And now it is not like that at all. Now  
6 I go into the office at Clays Lane and they walk away  
7 from the hatch.

8 THE CHAIRMAN: I do not want to get drawn down into new  
9 evidence and the like, but I have the gist.

10 MR ARMSTRONG: One other thing would be that as the  
11 information that I have presented, which was not deemed  
12 relevant to the CPO, has been considered by the  
13 adjudicator -- the Inspector, sorry -- as being not  
14 relevant to the CPO, there should be no opposition from  
15 the LDA for my requesting legal assistance in pursuing  
16 my complaints further with regard to the conduct of

17 CBHA.

18 That is it.

19 THE CHAIRMAN: Mr Pereira, please.

20 Closing submissions by THE LDA

21 MR PEREIRA: Sir, thank you. Sir, this objection has not  
22 raised any challenge to the need for the CPO for Clays  
23 Lane site for the Olympics, nor to the need for  
24 regeneration, nor to the LDA's case that legacy will  
25 deliver that regeneration. The main complaint is the

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1 relocation process and the circumstances by which  
2 Mr Armstrong was unable to secure 40 Balderton Flats.  
3 Those circumstances are subject to an ongoing complaints  
4 procedure, but Mr Gaskell has explained why Mr Armstrong  
5 could not secure the property: it went to someone in  
6 greater priority.

7 It is understandable why Mr Armstrong himself feels  
8 aggrieved. As he put it, the flat was far better than  
9 anything he could ever have hoped for, and since he  
10 himself has been treated as having priority, it is  
11 natural that his expectations should have been high. We  
12 cannot here resolve what he says he was told about being  
13 third priority, but as Mr Gaskell explained, such  
14 information would not correspond to the way in which  
15 prioritisation is known to operate.

16 The objection does demonstrate a number of positive  
17 features of the relocation process, in my submission.  
18 First, the CBHA survey has been effective. It was the

19 means by which CBHA came to know of Mr Armstrong's  
20 preference for a central London property. Secondly,  
21 CBHA were able to give details of properties to  
22 Mr Armstrong that were good contenders for a relocation.  
23 Number 40 Balderton is obviously one, but the  
24 information provided on the other two flats in  
25 Westminster, that is to say the type of flat facilities

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1 and importantly the rent, were not such as to make those  
2 properties unacceptable.

3       Looked at from the point of view of the tenant who  
4 was relocated, it shows the prioritisation at work, and  
5 it shows that the prioritisation is meeting those in  
6 greatest need. As Mr Gaskell explained, a first come,  
7 first served system would not be suitable. It would  
8 meet the needs of those most able to act quickly, not  
9 those most in need.

10       At first glance, it may seem unfortunate that  
11 Mr Armstrong was only told that number 40 was reserved  
12 once he had chosen it, but as Mr Gaskell explained, the  
13 prioritisation between tenants in the same priority band  
14 must inevitably be based on the circumstances of the  
15 particular property and can only properly be judged once  
16 a property has actually been chosen.

17       CBHA have now published a draft relocation policy,  
18 and in my submission the substance of Mr Armstrong's  
19 answers when cross-examined on it was that the guideline  
20 for choosing between tenants in the same priority band  
21 is fair. He would want it applied in his case. He also

22 accepts that there must be a system of prioritisation.

23 I would therefore invite the conclusion that as the  
24 process continues, Mr Armstrong's particular  
25 circumstances will be prioritised appropriately. He may

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1 not have been able to secure the property he wanted  
2 in February, but that was as a result of someone else's  
3 better claim, not because of a fault in the system.

4 Mr Gaskell has fairly accepted that the system has  
5 not been perfect, and that, for example, more detail  
6 might have been provided to Mr Armstrong to explain the  
7 decision, while recognising of course that CBHA may take  
8 a different view.

9 The case is perhaps a hard one, but in the result,  
10 in my submission, a fair one.

11 Sir, those are my submissions.

12 THE CHAIRMAN: Thank you. Well, thank you all for attending  
13 this afternoon. I am very grateful for the way that,  
14 particularly Mr Armstrong, the way that you have  
15 presented your case this afternoon and asked some  
16 searching questions, and even though it was not perhaps  
17 the format that you had intended and the order that you  
18 were hoping to present your evidence, structuring it the  
19 way that you did has been extremely helpful to me, so  
20 thank you once again.

21 Are there any housekeeping matters before I adjourn?

22 Mr Pereira?

23 MR PEREIRA: Sir, I do not believe there are.

24 THE CHAIRMAN: Thank you. On that basis, the Inquiry is now  
25 adjourned until 10 o'clock tomorrow morning.

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1 Thank you.

2 (6.35 pm)

3 (The Inquiry adjourned until 10.00 am on Tuesday,  
4 1st August 2006)

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