

**11 June 2018:** Property Debt Collection Ltd wrote to Santander, attempting to procure payment as though on behalf of “The transferor of the abovementioned property” (of which there was none).

<b>Borrower</b>	Mr Mark Samuel McGovern & Ms Eudie Renee Monique Bellivier	
<b>Mortgage Account No</b>		
<b>Title Number</b>	BK468535	
<b>Property Address</b>	<b>Borrower's Address</b>	
18 Columba Gardens	18 Columba Gardens	
WOKINGHAM	WOKINGHAM	
RG40 1GB	RG40 1GB	
<b>Arrears: £2167.65 in relation to Service Charge</b>		
<b>Acting for: <u>Foundry Court (Wokingham) Management Limited</u></b>		
We act on behalf of the <u>Transferor of the above mentioned property</u> and enclose herewith Section 121 Law of Property Act Notice.		
We would be grateful to receive payment in respect of both the charges and the sums due in respect of unpaid estate rentcharges as stated in the said Notice, being the total sum of £2167.65.		
Finally, we confirm that the customer has been served with the said notice.		
Yours sincerely		
Property Debt Collection Limited		

**12 June 2018:** The first board meeting of Resident Directors of Foundry Court (Wokingham Management Ltd). The Directors raised the same issues as were affecting the McGovern Dispute and were expressly alarmed by this coincidence. Trinity (Estates) Property Management Ltd (present) was instructed by the Directors to take NO FURTHER ACTION against McGovern and Bellivier.

EXTRACTS FROM MINUTES & AGENDA

FOLLOW

## EXTRACTS FROM MINUTES & AGENDA

- 12 June 2018 (pp.31-35): “**Foundry Court (Wokingham) Management Limited Directors Meeting #1**”

### **Attendance**

*James C Smith (JCS) - Director - Foundry Court (Wokingham) Management Limited  
Lucy Fryett (LF) - Property Manager - Trinity Estates Limited.*

### **Apologies**

*Mike Williams (MM) - Director - Foundry Court (Wokingham) Management Limited.*

### **Agenda**

- 1. Status of request for TR1 Schedule 1-Outline plan of the land transferred under the TR1 dated 25th December 2017 (JCS & MW).*
- 2. Status of formal handover from the developer- acceptance of compliance with drawing 02147 L.400 of planning application F2012/2031 (JCS & MW).*
- 3. Status of transfer of assets, liabilities and assignment of contracts - status of formal transfer and completed/intended due diligence (JCS & MW).*
- 4. Request for referral of outstanding debt for collection - 18 Columba Gardens (LF).*
- 5. Request for funds to remove debris from fallen tree - formal decision required on Trinity Estates Limited instruction (LF).*
- 6. AOB (All).*

### **“Meeting Minutes I Actions**

*“Agenda Item 1 JS explained that he was in receipt of the TR1 dated 21st December 2017 signed by the developer but had neither had a copy of Schedule 1 in the transfer document or a stamped copy of the document confirming it had been processed at the land registry. ...*

**ACTION #1:** *LF to follow up with June Mottram in Trinity's legal department to obtain copies of the requested documents and send these to JS and MW.*

## **"Meeting Minutes I Actions**

**"Agenda Item 2** JS handed a copy of PDF drawing number 02147 L.400 of planning application F2012/2031 ...

JS asked LF whether a formal handover had happened as the evidence would suggest that either it hadn't, and therefore the developer was still to remediate, or it had and Trinity hadn't completed the job correctly.

LF confirmed that there was a formal handover with each development and that Trinity had a "New Business Team" that dealt with this and they would know where the formal handover was at.

**ACTION #2:** LF to speak to the Trinity "New Business Team" to understand where the transfer was at in terms of process and revert to JS and MW on status and next steps.

**"Agenda Item 3** JS explained that he and MW wanted to understand what was the status of the transfer of assets, liabilities and, the assignment of contracts.

This was so that JS and MW knew as directors what they were presiding over and give Trinity guidance on company matters e.g. collection of any debts.

JS explained that he would expect a period where the developer would be collecting fees from members and incurring costs and then once the land was transferred this would be formally transferred to Foundry Court (Wokingham) Management Limited along with an opening balance sheet and assigned contracts e.g. contract with Trinity.

The statutory accounts being prepared on a dormant basis supported the first point but the lack of up to date set of statutory accounts meant it was difficult to establish the current position.

JS also explained that such transfer would have required due diligence and the members should have been notified.

As JS and MW were unaware of such due diligence or member notice they were of the opinion that no such transfer had yet occurred and therefore they were presiding over a dormant company.

LF confirmed that there was always a period run by the developers and that a formal transfer would occur.

LF advised that this was also a matter the "New Business Team" would deal with and that she was unaware of the current status.

**ACTION #3:**

LF to speak with Trinity "New Business Team" to establish the status of the transfer and associated due diligence and revert back to JS and MW on status and next steps.

### ***“Meeting Minutes | Actions***

***“Agenda Item 4: LF explained that the owners of no 18 Columba Gardens where in arrears and was requesting agreement from JS and MW to proceed with debt collection.***

*JS explained that anything outstanding related to the period prior to transfer would be a matter that Trinity would need to seek guidance from the developer given the discussion on Agenda Item 3.*

*The period after this was a matter that JS and MW could advise on but without establishing when the transfer in Agenda Item 3 had occurred, JS and MW could not advise on any debt collection on behalf of Foundry Court (Wokingham) Management Limited.*

*JS also explained that he would need to understand further details of the dispute before providing guidance to Trinity on how it should proceed.*

*JS noted that he had been in receipt of recent correspondence between the owners of 18 Columba Gardens and Trinity and was alarmed at the current position particularly as the complaint appeared to cross over with Agenda Items 1-3.*

*JS guidance to LF was that debt collection proceedings on behalf of Foundry Court (Wokingham) Management Limited should not commence until the directors had a clear understanding of Agenda Items 1-3 and a better understanding of the dispute.*

***NO Further Action.***

### ***“Meeting Minutes | Actions***

***“Agenda Item 5*** *LF noted that there was debris on the land that Trinity was managing on behalf of the members and had requested approval of funds for its removal. ...*

***ACTION#4:*** *LF to arrange a letter to the neighbouring property to remove the debris at their cost within 14 days and revert back to JS and MW.*

### ***“Meeting Minutes | Actions***

***“Agenda Item 6*** *JS raised two AOB items which he wanted to discuss being latest accounts and statutory accounting reference date.*

*JS explained that he had reviewed the accounts and it appeared that there was an £3k accrual that had built up from the first couple of years relate to items that would never be billed e.g. Company Secretarial fees of the dormant company.*

***JS requested a breakdown of the accrual position and that, notwithstanding Agenda Item 3, LF to consider whether this should be returned to the members.***

**ACTION #5:**

LF to provide a breakdown of the accruals position in the last estate accounts and consider whether this should be returned to the members and revert back to JS and MW.

JS observed the fact that the accounting reference date of Foundry Court (Wokingham) Management Limited did not align to the accounting reference date of the estate accounts.

JS explained that this would lead to unnecessary costs preparing two sets of accounts to two sets of dates plus cause confusing for the members.

JS requested that the current accounting period of the statutory entity be extended to align with accounting reference date of the estate accounts.

LF understood the problem and would look into making the change at Companies House.

**ACTION #6:**

LF to look at extending the current accounting period at Companies House to align with the estates accounts.

LF confirmed she had no other AOB.

LF confirmed that she would get answers to the agreed actions within 4 weeks and would arrange a further meeting with JS and MW to discuss.

Meeting Closed

END.”