

LEASEHOLDERS HANDBOOK



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About this handbook

This handbook is for residents who have bought their home from Charnwood Borough Council under the right-to-buy scheme or who have a long lease. In both cases, Charnwood Borough Council remains the freeholder. We will explain your rights and responsibilities as a leaseholder and describe our responsibilities to you as the landlord.

This handbook is a general summary and is for general information only. The law with regard to leaseholders can be very complicated; but in every case you should refer to your own lease agreement or take independent legal advice.

Your rights as a leaseholder

About your lease

The lease is a contract between you and the council. It gives you and your successors conditional ownership of your flat for a long period provided you keep to the terms of the lease.

The lease document sets out these terms and conditions. You should get a solicitor to look at it when you buy the lease.

The lease is a legal document and should be kept in a safe place. We can give you a photocopy if you lose it; but you should always have your own copy. Some leaseholders deposit their leases with their solicitor.

Like most legal documents your lease can be difficult to read and understand so please seek independent legal advice if you have a query.

The law

There are several laws and Acts of Parliament protecting your rights as a leaseholder. If you are not sure of your rights a solicitor can advise you or you can contact Citizens' Advice (see the list of useful contacts at the end of this handbook). The main Acts of Parliament covering leasehold tenancies are:

The Landlord and Tenant Acts 1985 and 1987, which cover:

- a definition of service charges;
- leaseholders' rights to be consulted on repairs over a set limit;
- how the formal recognition of residents' associations works.

The Housing Acts 1985 and 1996, which cover:

- the right to buy and its processes;
- limits of leaseholders' liability for the first five years and the role of the leasehold first tier tribunal (formerly the leasehold valuation tribunal).

The Commonhold and Leasehold Reform Act 2002, which covers:

- major works consultation;
- the requirement to consult people about contracts lasting more than 12 months; buying freehold and extending leases;
- additional powers given to first-tier tribunals.

Your responsibilities as a leaseholder

The responsibilities of ownership

As a leaseholder you effectively become a 'shareholder' in the block you live in. This means you have a responsibility to pay your share of the costs of managing and maintaining your block. Your landlord (the council) has a legal duty to charge you your share of the costs and you have a legal duty to pay it.

Living with your neighbours

If you live in a flat or maisonette please be mindful of your neighbours. You may have people above, below or either side of you and you may have to share landings and other areas. You have a right to the 'quiet enjoyment' of your flat and your neighbours have the same right. Tenants and leaseholders who cause serious harassment to their neighbours can lose their home.

So please remember:

- not to make too much noise, especially at night or early in the morning;
- to help keep the shared areas clean and tidy;
- to take special care to keep pets under control; and
- to treat your neighbours as you would like them to treat you.

Remember that under your lease agreement you have a duty not to cause a nuisance or annoyance to your neighbours. You are also responsible for making sure that your family and visitors to your home do not annoy your neighbours.

Service charges

As a leaseholder you must pay us your share of the cost of managing, maintaining, repairing, insuring and providing services to the block, house or estate where you live. Service charges are based on the money we actually spend on maintaining your home. We can only charge you for the actual cost of the services you receive. If you are not sure what you are paying for please check the details on your annual service charge estimate and call the leasehold team on 01509 634830/634575 if you need advice.

Service charges can include:

- fire risk assessment work;
- planned maintenance – external redecoration to your property and internal redecoration, joinery work, brickwork, work to either paths, fences and/or gates (communal areas only);
- emergency lighting tests;
- communal grounds maintenance;
- repair and maintenance work;
- maintenance of stairlifts;
- door entry systems;
- communal TV aerials;
- communal electricity;
- ground rent;
- building insurance and management costs;
- legionella testing;
- a management and administration fee.

Payment of service charges is a condition of your lease and if you miss any service charge payments you will be breaking your lease and possibly your mortgage agreement (if you have one). If you fall into debt we have to inform your lender, which may decide to pay on your behalf. If this is the case, they will add your service charge debt to the mortgage you still owe them and you will pay interest on the charge.

Non-payment of ground rent or service charges is a breach of the lease and the landlord is entitled to take action against the leaseholder. There are two main legal remedies open to the landlord for breach of lease: options available:

- Legal action to recover the debt;
- Forfeiture to recover the property.

If you are having difficulties with your payments you should contact the income team at the council immediately on 01509 634666.

Communal stairwells

In flats you must keep all shared stairways, hallways and landings clean. You must not leave any personal belongings or rubbish in these areas.

Permission to carry out alterations

You must not carry out any structural work or alterations to your property until you have the council's permission in writing. This is a condition of your lease. Examples of work that needs permission include but are not limited to:

- any work that may involve gas, electrical or drainage; alteration replacing windows to your property;
- replacing windows to your property;
- redecorating the outside of your property;
- building an extension;
- removing walls or a chimney breast;
- converting a loft.

When you have the council's permission you must still keep to any planning and building regulations, the current standards of the gas, water and electricity companies and any conditions attached to the permission itself.

Our rights as a landlord

Management and maintenance

We have the right to make decisions about:

- the management of your block
- repairs to and maintenance of the structure and shared areas of the block, improvements to the block
- grounds maintenance.

We will consult you about changes in management and about major repairs and improvements.

Charges

We have the right and a legal duty to make reasonable charges for such matters, if applicable, including (but not limited to):

- ground rent (if your lease was dated earlier than 1 July 2022);
- management and administration costs;
- repairs to and maintenance of shared areas;
- improvements to the block grounds maintenance.

Right of entry in emergencies

We have the right, in some circumstances, to enter your property to carry out repairs if there would otherwise be a danger to other residents or to our property. Examples would be if you removed a structural wall or if damage is being caused to other properties in the block such as a leak in your plumbing flooding the flats below.

It is important that we hold emergency contact details for you. If such a situation arises we will make every effort to contact you before entry is gained. Please telephone us on 01509 634830 and we will record your details.

Our responsibilities as landlord

Repairs

We are responsible for keeping the structure and shared areas of the block in good repair.

Consultation – your right to be consulted

We must consult you before we carry out any major work or improvements to your block and before we enter into any long-term contract for providing services. This is often referred to as ‘section 20 consultation’. The rules around section 20 consultations are very precise. Further details of this can be found by visiting www.lease-advice.org and searching for section 20 consultation.

Service charges

We are responsible to collect from leaseholders their share of the costs of managing and maintaining their block.

Buying, selling and freehold

Buying

Leasehold flats are bought either by tenants exercising their right to buy or by people buying existing leasehold flats on the open market.

When a property is first sold to an occupying tenant under the right to buy an offer letter (sometimes referred to as the ‘section 125 letter’) is always made. The offer letter will usually contain:

- details of the original valuation of the property;
- the original discount offered to the applying tenant(s) and the purchase price offered details;
- any alterations that have been made to the property by the tenant;
- a list of any structural repairs or defects known at the time of the sale;
- an estimate of the day-to-day service charges due at that time. These are only for guidance and are not necessarily the exact charges the leaseholder would be asked to pay. The conditions set out in the offer letter will generally apply for five full years.

It is important to remember that when the lease has been assigned to someone else, the five-year period continues as per the original sale.

Selling

You have the right to sell your lease as long as the transfer is properly carried out and you tell us within one month of the sale. You can also leave it to someone in your will. Your solicitor should check details of all ground rent, service charges and insurance policies so that these can be considered when the transfer is completed. We charge a fee to register the sale/transfer of a lease and to record the interest of the bank or building society that has granted a mortgage against a lease.

A leasehold questionnaire is normally required to be completed before the transfer takes place. The questionnaire is completed by the leasehold team and there is an administration fee for providing this information.

If you sell your lease or leave it to someone you must make sure that it is all done legally to protect your interests and the interests of the person you are selling or leaving it to. Unless there is formal, legal documentation to show that someone else is now the leaseholder you will still be liable in law for any charges for the property.

If you die and have not left the lease to anyone in your will your executors will have to decide what to do with it. Any service charges still unpaid will be charged against your estate. We advise you to make a will if you have anyone you would want to leave your flat to, such as your partner or your children.

Your right to buy the freehold

The following information is intended for guidance only. This issue is dealt with more fully in the government booklet, 'Your right to buy the freehold of your building'. All long leaseholders of properties have the right to buy the freehold of their building by grouping together with other leaseholders as long as they meet certain conditions.

In these circumstances, you will be buying a share of the freehold. The purchase is called 'collective enfranchisement'. Please seek professional advice before making any decisions. The value of your building under the right to collective enfranchisement is based on the open market value of the building. Your decision on whether to take up the new rights may depend on how much it will cost. There is no formula for working out the price and we cannot tell you how much you will have to pay.

Repairs and maintenance

What repairs is Charnwood Borough Council responsible for carrying out?

The following is not an exhaustive list of our repairing responsibilities but includes:

- chimneys, gutters and rainwater pipes;
- soakaways and drains;
- walls of the building including foundations;
- soil pipes foul drains/sewerage systems including inspection chambers, cover and waste pipes;

- shared and outside doors
- external and internal communal re-decoration;
- paths;
- door entry systems;
- shared TV aerials.

What repairs are the leaseholder responsible for carrying out?

Again, the following is not an exhaustive list of our repairing responsibilities but includes:

- the door and furniture (letterbox, handle etc.);
- subject to the terms of your lease, all glazing to windows and doors;
- servicing, maintaining and repairing water, gas, electricity and the phone (if any) from point of entry into the flat;
- fitting and sanitary ware inside the flat other than shared pipes and drains boundary hedges and fences.

Please note that these lists above refer to whose responsibility it is to get the work done, not who pays for them. Repairs that we carry out under our legal responsibilities will be recharged to you through your service charges.

If you contact us to report a repair that we should carry out we will classify that repair according to its urgency, for example:

Priority 1 - emergency repairs - to attend within 24 hours

1. Total loss of electrical power (landlord supply).
2. Total loss of water supply (landlord supply).
3. Total or partial loss of gas supply (landlord supply).
4. Blocked or leaking foul drain, or soil stack.
5. Major leaking roof (where it cannot be contained and is causing damage).
6. Dangerous structure.
7. Open manhole due to broken cover.
8. Broken window where it can be accessed without a ladder.

Priority 2 - urgent - five calendar days

1. Partial loss of electrical power (not light bulbs or individual sockets etc).
2. Partial loss of water supply (not individual taps etc).
3. Door entry phone not working.
4. Minor leaks in roofs (not causing immediate damage and which can be contained).
5. Broken window where it can only be accessed with a ladder.

Priority 3 - routine - 28 calendar days

1. External joinery work.
2. External brickwork, paths, fences and gates.

Leaks

A frequent complaint from residents often relates to leaks damaging their home from another property. A common cause is overflow pipes. To reduce the damage and disruption that any leaks cause, please follow these simple guidelines.

- Make regular checks to all pipe work and appliances that use water (such as washing machines) to make sure there are no leaks;
- Provide us with an emergency contact number so we can contact you immediately if there is a leak;
- Make sure that you repair any leak from your property quickly and then tell the leasehold officer so that we can repair the damage caused by the leak in the non-leasehold properties.
- If the leak is not sorted out in the given time we will do the work ourselves and recharge you.

If you have a home contents insurance policy any water damage caused to your own property may be covered by your household contents insurance and you should contact your insurer to make a claim.

If you need to report any repairs our opening times are Monday-Thursday, 9am to 4.30pm and Friday, 9am to 4pm. Please report them online at www.charnwood.gov.uk/repairs or phone us on 01509 634666.

How do I get permission?

Please write to us at our offices in Southfield Road, Loughborough, Leics, LE11 2TN or email the leasehold team at leaseholders@charnwood.gov.uk. You will need to state exactly what you want to do and include proper drawings or plans.

A building surveyor may need to visit your home to see what you intend to do before we can make a decision. If we refuse permission it will be for a good reason. If you go ahead with work after we have refused permission you will be breaking the terms/conditions of your lease.

The permission we give you to go ahead is not the same as planning permission. You are responsible for getting any necessary planning permission or building regulations approval. We will normally make it a condition that you do this when we give you permission for the work.

If you do something without permission we have the right to put things back as they were and charge you for it.

Grounds maintenance

Grass cutting

The annual mowing schedule starts mid-March and runs through until the end of October depending on weather and ground conditions.

While grass clippings are not collected, grassed areas should be left neat and attractive. All paths and hard standing areas should be free of grass clippings upon completion of work.

Hedge/Shrub pruning

Shrubs and hedges are cut once per year during the winter maintenance programme between September and February subject to weather conditions.

No shrub/hedge pruning takes place annually during 1 March and 31 July owing to the bird-nesting season. The only exception is where shrubs/hedges are deemed to be causing an obstruction or for health and safety reasons.

Weed spraying

Hard surfaces will be kept free from weeds. This includes car parks, fence lines, garage sites, drying areas, mowing obstructions and paths.

In order to do this our contractor sprays two or three times a year, depending on the site. Flowerbeds are weeded regularly throughout the growing season.

Problems with moss control are not part of the routine maintenance and will be done on request if deemed to be necessary.

Leaves

Our grounds maintenance contractor will remove leaves from grassed areas. All areas of hard standing, including paths, drying areas and play areas will be attended to by our street cleaning contractor.

Trees

Trees are inspected regularly. Any works, including those classed as a health and safety problem, will be carried out in accordance with the council's tree policy.

Anti-social behaviour and hate incidents

We recognise that residents are entitled to live in a quiet and peaceful environment free from anti-social behaviour ('ASB') and hate incidents*.

For the vast majority of residents, ASB is not a problem. Where, however, it does occur, ASB can have a devastating impact on the quality of life for residents if not dealt with.

Although we aim to resolve ASB through informal action, the safety of residents is taken very seriously, and we will tackle ASB effectively, using court proceedings where it is appropriate to do so to protect our residents. We take a risk-based approach, with resources targeted at those cases which carry the greatest risk of harm to individuals and communities.

*We define a hate incident as any non-crime incident which is perceived by the victim or any other person, to be motivated by hostility or prejudice on the grounds of:

- ethnic origin;
- religion;
- sex;
- sexual orientation;
- disability;
- transgender identity;
- any other perceived difference.

An incident or / offence may be physical, verbal or written and can take many forms including:

- physical attack, such as, physical assault, damage to property, offensive graffiti;
- threat of attack including offensive letters, abusive or obscene calls or texts;
- verbal abuse or insults;
- offensive leaflets and posters, hate mail, abusive gestures, or dumping of rubbish outside homes
- harassment, bullying and victimization.

You can find further guidance on our website under our anti-social behaviour guide at www.charnwood.gov.uk/asb_guide and you will also find information on how to report any ASB or hate incident concerns you may have.

Graffiti

If you see graffiti on a property, you can report it online at www.charnwood.gov.uk/graffiti. Graffiti is classed as criminal damage. If a person is caught in the act of graffiti, they will be issued with a fixed penalty notice (currently £80) and can result in prosecution with a maximum conviction of ten years' imprisonment. If the graffiti is offensive, you can expect it to be removed within 24 hours. For other types it will be removed within seven days.

Pets

Any leaseholder who wishes to keep a pet at their leasehold flat must first obtain written consent. Consent may be withheld in accordance with the terms of the lease or the number of pets requested and/or what type of pet is being requested.

A guide to dealing with condensation & mould in your home

What is condensation?

There is always some moisture in the air even if you cannot see it. If the air gets colder it cannot hold all the moisture and tiny drops of water appear. This is condensation.

Moisture production is caused by everyday living, from cooking to having a shower. Normally moisture will remain in the atmosphere, but as the room air temperature drops, the ability of air to hold moisture reduces, and the air becomes saturated. This leads to water droplets forming as condensation (at what is known as 'dew point') on cold surfaces such as walls, windows, metal and most commonly on the bathroom mirror.

Condensation occurs mainly during cold weather, whether it is raining or dry and affects one in five properties in the UK. Ventilation is often reduced in winter to keep the heat in and this causes moisture vapour to rise and condensation to form. It does not leave a 'tidemark' on walls which is typical of rising damp. It appears on cold surfaces and in places where there is little movement of air such as behind large furniture and in bay windows.

It can be spotted in the corners of windows, around window frames, in or behind wardrobes and cupboards and often forms on cold north-facing walls.

According to BS5250: 2002 an average 'wet' household will produce approximately 24 pints (14 litres) of water per day, adding up to well over 21 gallons (98 litres) per week.

Dogs will also contribute to moisture vapour production as they can only control their temperature by panting. Large dogs produce high amounts of body heat, which then passes through the dog bed at night to the floor. If the floor is cold and you hit dew point, condensation forms. This is often noticeable if the dog sleeps in a cold conservatory.

Modern features such as double glazing and loft insulation are important to keep homes warm but they can contribute to poor air circulation. In the past there would be a natural escape for warm, damp and poor-quality air around window frames, doors, uncarpeted floorboards, and up chimneys.

However, buildings are now designed to cut down heat loss and therefore inhibit natural ventilation particularly if there are no trickle vents on windows.

With the high costs of heating, we don't want to keep windows open all day so we need to minimise the problem as much as possible. If not, stale humid air is trapped and this will inevitably lead to musty smells, dampness and ultimately mould growth. Moist stale air may also contain dust mite allergens and volatile organic compounds (from cleaning products, hairspray and deodorants etc), which can contribute to asthma symptoms.

What is mould?

Black speckled marks or grey growths on woodwork, painted walls, ceilings and wallpaper can be a sign of mould forming. Make sure to check grouting and sealing, window frames, the inside of curtains, blinds and upholstered surfaces such as sofas for specks of mould, too.

Condensation can lead to staining and mould growth, damaging wallpaper, wall surfaces, window frames, furniture and clothing. The development of mould growth is a tell-tale sign that is frequently associated with excess moisture production and condensation.

The three basic ingredients to start mould growth are organic material, a fungal spore and water.

The vast majority of products used to build and furnish homes are made from organic materials. Fungal spores are microscopic and are present in any indoor or outdoor environment; they can easily enter any dwelling undetected. The main source of water for mould is from the air around it so if relative humidity is high the mould will thrive. Therefore, to reduce the risk of mould growth in a property you must reduce the relative humidity below 70-80%.

Is it condensation or another type of damp?

Condensation is not the only cause of damp; however it is the most common. Dampness can originate from numerous sources - from leaking pipes to blocked gutters or the lack of or a broken damp-proof course.

Other forms of damp will need alternative treatments and it's recommended you get a trained and qualified surveyor to assess the problem.

Damp can be caused by factors such as:

- Leaking pipes, waste and drainage pipes or overflows;
- Rain seeping in through the roof where tiles or slates are missing, spilling from a blocked gutter, penetrating around window frames or leaking through cracked downpipes.

Rising damp due to a defective damp proof course, a bridged damp-proof course or because there is no damp-proof course.

Penetrating damp around windows or through porous walls due to driving rain or from high ground levels against retaining walls.

Rising damp affects many properties in the UK at some point. It occurs when groundwater is drawn up the porous masonry and mortar of a property through a process called capillary action. At first it moves upwards through the mortar and then follows on through the brick or porous stone. Mould will not normally form on a wall affected by rising damp, due to salts and the fact it will not be wet enough, though on rare occasions cooling caused by the damp surface might make it cold enough for condensation to form.

How to avoid condensation

The removal of natural ventilation through modern features such as double glazing and draught proofing may lead to problems associated with poor air circulation; and where there is inadequate ventilation, condensation and stale air can result.

There are several ways to reduce the amount of moisture in your home - through increased ventilation, keeping the heat in your property and removing the excess moisture.

To prevent condensation you must get a balance of heating, insulation and ventilation.

Producing less moisture in your home

Cooking

When cooking, try to reduce the amount of moisture by placing lids on pans. Do not leave kettles on the boil or pans of water on the hob when not in use. Try to use the minimum amount of water in a pan when boiling vegetables, rice or pasta and open a window.

Bathing

When filling the bath, run the cold water first then add the hot – it will reduce the amount of steam produced, which will reduce condensation on surfaces.

Washing clothes

Put washing outdoors to dry if you can.

If this isn't possible, place in the bathroom or kitchen with the door closed and the window open or extractor fan on. If you have a tumble dryer make sure the vent leads outside.

When wiping down surfaces to remove condensation wring out the cloth in the sink and do not leave the wet cloth to dry on a radiator as the moisture will be released again.

Ventilate to remove the moisture

You can ventilate your home without making draughts. Ventilation is needed to get rid of moisture which is produced throughout the day, including from people's breath and daily activities such as bathing and showering.

Kitchens and bathrooms

You need much more ventilation in kitchens and bathrooms, especially when washing, cooking, bathing or drying clothes.

This means opening windows wider or, where possible, installing a humidistat-controlled ventilation fan. Extractor fans should be automatically humidistat controlled, not solely activated by a light switch. These must comply with and be fitted in accordance with building regulations, Approved Document F.

Make sure to keep ventilation fans clean to prevent blockages to the flow of air.

Close the kitchen and bathroom doors when these rooms are in use even if the kitchen or bathroom has an extractor fan. This will remove the moisture using the ventilation fans rather than let it move to other rooms, especially bedrooms which are often colder and more likely to be affected by condensation.

Living rooms and bedrooms

- In living rooms or bedrooms keep windows ajar where possible. Keep trickle vents and light vents open. If you have air bricks or vents keep these clean and make sure they are not covered over or blocked by large furniture.
- Ventilate cupboards and wardrobes by leaving doors ajar. To reduce the risk of mildew on clothes and other stored items allow air to circulate round them by removing false wardrobe backs or drilling breather holes in them at the top and bottom. Avoid putting too many things in them as that will stop air from circulating.
- Leave space between the back of wardrobes and the wall. Where possible place floor-mounted wardrobes and furniture against internal walls rather than cold outside walls. It is essential to allow space for the air to circulate in and around your furniture, as condensation will form in cold spaces. The same is true with long curtains.
- These can reduce air circulation and evaporation of moisture from walls, particularly in corners.
- If you replace your window units at any time make sure that new frames incorporate trickle vents.
- Paraffin, LPG or gas for heating produces at least equal volumes of moisture vapour.

Insulate and draught-proof

- While it is important to insulate and draught-proof your home to help save energy and reduce fuel bills, remember not to block eaves and prevent air circulating.
- Insulation in the loft, cavity wall insulation and draught-proofing of windows and outside doors will help keep your home warm and you will have lower fuel bills as a result. When a home is warmer, condensation is less likely.

When draught-proofing:

- Do not block permanent vents such as air bricks.
- Try not to block chimneys. Where the fire place is covered over make sure to leave a ventilation hole two bricks in size and fit a louvered grill. This not only helps ventilate the room, but prevents the chimney becoming damp and potentially causing damaged plaster.
- Do not draught-proof a room where there is a fuel burning heater, gas fire or cooker. These require a constant supply of air, otherwise carbon monoxide can form.
- Always leave a half-inch gap under doors to promote ventilation and comply with Building Regulations Approved Document F.

Heating your home

- In cold weather the best way to keep rooms warm enough to avoid condensation is to keep low background heating on all day - even if there is no one at home. This is very important in flats and bungalows and other dwellings where bedrooms are not above warm rooms.
- Thermostats will help control heating and costs.
- The World Health Organisation suggests indoor air quality in living areas is best around 64°-68°F/18-20°C, 50-60% relative humidity and with a minimum two gallons/ten litres/second ventilation rate.

Are the problems persisting? What are your options?

A condensation problem may be solved by making small changes to moisture production, ventilation or heating. If the problem persists for longer you may need professional advice and a full house survey to assess the cause of the problem. Most alternatives to ventilation units warm surfaces or remove moisture to mask the symptoms without improving air quality.

Solutions include adding additional ventilation such as air bricks, trickle vents and extractor fans, along with positive input ventilation systems.

Extractor fans

Filterless extractor fans are designed to remove humid air at source such as in a bathroom or kitchen.

Even with extractor fans installed in rooms with lots of moisture, preventative measures must still be taken. If kitchen or bathroom doors are left open hot humid air can expand outwards at 132 gals/600 litres/second.

Positive input ventilation

Positive input ventilation may also be an answer to improving air quality and removing moist air. Positive input ventilation units introduce a constant stream of fresh, filtered and tempered air from the loft space or exterior, to dilute and displace the stale static air inside a property.

Anti condensation paint

For small areas of condensation caused by cold bridging an anti-condensation paint can be applied to create a thermal barrier between the cold surface and the warm moist air.

This water-based emulsion will reduce the formation of condensation by utilising hollow glass bead technology. Glass beads are 100% non-toxic hollow spheres the thickness of a human hair. When incorporated into paint they act as miniature thermos-like bottles, providing a thermal barrier between cold surfaces and the warmer interior air. As the air is insulated against the colder wall surface, condensation is controlled. This in turn inhibits mould growth.

How do you get rid of mould? What is the easiest?

It's vital to start with the root of the problem; so focus on reducing condensation in your home. The good news is that condensation can be easily fixed, mostly by making sure that rooms are well ventilated.

Some people turn to dehumidifiers for a quick fix but they quickly fill with water so are not as effective as they may seem.

If condensation is a recurring problem you can also look at moisture-resistant paint. It's designed to withstand both moisture and steam so it can be easier to wipe areas clean. It will not stop moisture from forming in the first place if the surface is cold, however.

Other options to combat condensation and keep your house warm

To prevent condensation you must get a balance of heating, insulation and ventilation. Peter Cox offers a range of energy-saving services that help keep the heat in your home and the cold out.

Loft insulation

Having correctly fitted loft insulation installed in your home is an easy way to improve the energy efficiency and reduce the risk of condensation.

It is estimated that a quarter of heat lost from a property is through the roof of an uninsulated home (Energy Saving Trust 2022).

Damp masonry, particularly on single leaf walls, causes your home to lose heat. When the brickwork is wet it loses thermal efficiency and means valuable heat escapes.

The application of vapour-permeable masonry protection cream stops the brickwork getting wet from rain penetration.

It has been proven in scientific testing to save 29% energy compared to an untreated wall and is independently verified by the Energy Saving Trust. Government guidance recommends that masonry is treated before internal wall insulation is applied to solid wall properties.

With its unique colourless cream formulation, a single coat application will protect brick, stone and concrete from rain penetration for 20-30 years.

Within 48 hours the original looks and features of the masonry will be retained.

Condensation control insulation

On solid wall properties, condensation can often be controlled by warming the entire internal wall surface. This can be achieved using anti-condensation paint or if a new plaster finish is required, by the application of vapour-permeable polyurethane foam tiles.

These are then plastered with layers of backing and skim to give a hard surface ready for decoration. The tiles are Class O fire rated.

As the product is only half an inch thick it allows walls to be insulated without costly alterations to skirting boards, windows, covings and radiators.

This insulation improves the thermal resistance of a solid wall by 40% when compared to an untreated wall. The product complies with building regulations for use where it is not functionally or technically possible to install thicker insulation systems.

Internal wall insulation

The largest area of heat loss in a solid walled property is through the walls (35-45%). Unfortunately the thickness of traditional internal wall insulation required to comply with building regulations means a substantial loss in room dimensions and problems with detailing around skirting, coving and window sills.

By using cutting-edge technology to fit vacuum insulation the thickness required can be substantially reduced and detailing is no longer an issue.

Asbestos

What is asbestos?

Asbestos is a naturally-occurring element (a fibrous silicate) found in rocks all over the world. It has been used commercially for about 150 years because it is strong, flexible, stable and, notably, fire resistant. The three types of asbestos used in the UK are: corcidolite (blue asbestos); amosite (brown asbestos) and chrysotile (white asbestos).

When is asbestos a problem?

When asbestos-containing materials are damaged or deteriorate with age they can release tiny fibres into the air. These fibres can penetrate deep into the lungs. They can stay there a long time and can't be coughed out. Blue and brown asbestos are probably the most dangerous types.

Where asbestos may be found

Building materials containing asbestos were widely used from 1930 to the mid-1980s but particularly from the 1960s onwards. So houses and flats built or refurbished then may contain asbestos. Identical properties, however, may not contain the same materials. Different contractors may have used different materials at different times.

If you require any further information regarding the above there is an information handbook which can be sent out to you upon request. Please call the leasehold officer on 01509 634830.

Insurance

Building insurance

As a condition of your lease we are obliged to provide comprehensive buildings insurance cover for your property with a reputable company. You cannot opt out or arrange cover with another company for this.

Periodically we competitively tender for this cover and appoint the best value provider.

The insurance policy year runs from 1 June to 31 May. The premium is based on the cost of rebuilding your property.

Under the terms of your lease you must not do or keep anything that could increase risk or allow the insurers to void the policy.

If you let out your property or leave it empty for long periods you must inform the council's insurance officer as this could affect your insurance cover.

The buildings insurance covers damage to your property by a range of events including:

Item	Excess (£)	Item	Excess (£)
Fire, explosion, lightning & earthquake	100	Smoke	100
Riot, civil commotion	100	Malicious damage	100
Aircraft/impact	100	Storm or flood	100
Theft or damage to buildings	100	Falling trees	100
Collapse of aerials	100	Leakage of oil	100
Accidental breakage*	100	Escape of water	100
Extended accidental damage	100		
Subsidence	1,000		

*Accidental breakage of fixed glass fixed sanitary ware, fixed water or heating installation.

If you require details of your buildings insurance cover please contact the council's insurance officer.

Please note that the policy does not cover the contents of your property such as furniture, clothes and personal belongings. This is your responsibility and we strongly recommend that you arrange your own contents insurance.

How do I make a claim?

To make a claim please contact the insurers directly either by telephone or email as below quoting the policy number: NOA8N5P17AOX.

Telephone: 24-hour claims helpline number: 0800 358 0172

Email: aspen-insurance@cl-uk.com

Home contents insurance

For a very affordable premium we can provide home contents insurance to insure your possessions against fire, flood, theft and accidental damage. The cost can be paid quarterly with your service charges.

For more information please contact the leasehold team on 01509 634666 or email rent.control@charnwood.gov.uk.

This is your responsibility and you are required as a condition of your lease agreement to provide us with a copy annually in November.

Making a claim

When damage has occurred to your property and you need to make a claim you should request a claim form. Please contact Crawfords & Company on 0161 875 8988.

Service charges

Why do I have to pay service charges?

When you bought your lease you became a 'shareholder' in effect, of the building your flat is in; this means that you have responsibility to pay your share of the costs of maintaining and managing that building.

If you owned a freehold house you would have to pay all the costs of running your house. As a leaseholder you share those costs with your landlord and other leaseholders.

As your landlord we have a legal duty to maintain the building and charge you your share of the cost. The council also has to pay its share. The costs are shared equally among all the flats in the block (unless a cost belongs only to one flat or to part of a block). For example, if there are ten flats in your block and seven of them are rented to council tenants and the other three are leased, each leaseholder will pay a tenth of the cost and we will pay seven-tenths for our tenants. The rent that council tenants pay covers the cost of repairs to council-rented homes.

We try to bear in mind that some of everything we spend is financed by leaseholders and tenants and we always abide by our legal obligations to provide value for money in the works that we carry out.

How your charges are made up

Your service charges are made up of the following costs:

- ground rent, which is set at £10.00 a year (section 78 of the Housing Act 1980 amended section 127 of the Rent Act 1977). As per the Ground Rent Act 2022, leases granted on or after 1 July 2022 are not subject to any ground rent);
- repairs and maintenance to your block for example, outside painting, repairs to the roof, stairway lighting or window replacements;
- improvement work on the block or on your flat, for example new door entry system, refurbishing stairs and landings;
- shared costs including (but not limited to) electricity, asbestos reports and fire risk assessments;
- grounds maintenance for shared garden areas around your block;
- management and administration charge (our costs in managing all our leasehold flats);
- buildings insurance.

These costs will be listed on your estimate of services charges. Most leaseholders receive four quarterly invoices but there is an option to pay half yearly or annually. You may be sent another special invoice if:

- repair or improvement work has been carried out to your flat alone;
- you are being charged for damage you have caused.

Costs are shared as follows:

- costs that apply to the whole block, such as repairs, improvements and grounds maintenance, are shared equally between all council-rented and leasehold flats in the block;

- in some cases costs are shared between the people who live in part of a block, such as repairs to a stairway serving just a few flats in a large block;
- costs that apply only to one flat such as a special improvement or a charge for damage are charged just to that flat;
- management and administration costs, which are shared between all the council's leasehold properties;
- insurance costs are shared equally between all council and leasehold flats according to the sum insured.

We deal with thousands of repair and maintenance jobs every year but we make sure that you are only charged for costs which belong to the block you live in. You do not have to pay for anyone else's home.

The first five years

If you buy a council flat as a secure tenant under the right to buy we have to tell you how much your service charges are likely to be in the first five years. We can only do this by thinking about what we are likely to have to do to your block and estimating how much it is likely to cost.

Once we have estimated your repair and improvement costs for the first five years we cannot charge you more than this except for an allowance for inflation. If we find we have over-estimated costs we will only charge you for the actual cost. This is called the five year 'protection period'.

This five-year protection period applies to repairs and improvements from the date the first-time buyer buys the lease. If you sell the lease within this time the next buyer is entitled to what is left of the five-year protection period. There is not a new five-year period each time the lease is sold on.

Your right to be consulted

Under section 20 of the Landlord and Tenant Act 1985 you have a right to be consulted about major repairs to your block or long-term service contracts (usually referred to as 'qualifying long-term agreements'). 'Major repairs' mean one-off works that are expected to cost more than £250 to each leaseholder. 'Qualifying long-term agreement' means any contract that is for more than one year and which costs each leaseholder more than £100.

If we expect a job to cost more than this amount we must consult you by section 20 rules, details of which can be found by visiting the website of the Leasehold Advisory Service at www.lease-advice.org:

These rules do not apply if we have to start work urgently because of a genuine emergency, such as gale damage to the roof.

The rules only apply to repair work. We do not have a legal duty to consult you about improvements but we will always tell you in advance about major improvement work and give you time to comment before we start work. We will give you an estimate of what your share of the cost is expected to be.

How you get your bill

Every year around in early April we will send you an invoice for either quarterly, half yearly or annual service charges for the coming year dependent on which preferred method of payment you have advised us of. The estimated service charges will usually cover all or most of what we expect to charge you in the year. This is your annual service charge estimate.

The actual costs, however, may turn out differently; so we may also send you a special invoice at any time in the year if:

- the actual cost of maintenance and improvement work is much more than we estimated;
- you have had a special major repair done such as new door entry system;
- you are being charged for repairing damage you have caused.

Between April and September each year we will send you a statement of account that shows what we actually spent in the previous financial year. This is known as your 'certified summary'.

It will show:

- repairs and maintenance for the previous year;
- grounds maintenance (if we provide it);
- the management and administration charge for the year;
- buildings insurance for the year;
- communal lighting (if there is any);
- planned maintenance (if there is any)
- communal TV aerial repairs (if we provide the aerial);
- annual testing of emergency lighting (if we provide it) door entry system charge (if we provide it) maintenance of a stairlift (if we provide it);
- any credit/debit balance on your account.

The statement will also show a list of the repairs for which you are being charged.

The certified summary is just for information. If there is a debit showing on your certified summary (i.e. expenditure has exceeded income) we will send you an invoice before the end of September. If there is a credit (i.e. income has exceeded expenditure) we will refund this to you after 1 September. In the covering letter we will ask you to come back to us by a certain date with any queries over the charges, after which time the charges will stand.

Paying your bill

Payment of service charges is a condition of your lease and if you miss any service charge payments you will be breaking your lease and possibly your mortgage agreement (if you have one). If you fall into debt we have to inform your lender, which may decide to pay on your behalf. If this is the case they will add your service charge debt to the mortgage you still owe them; and you will pay interest on the charge.

If we do not receive a payment we may instruct our legal department to start proceedings against you. You will then have to pay extra legal and administration charges. If you do not pay your service charges you could be at risk of losing your home.

If you are having difficulties with your payments you should let us know immediately. There is a deferred payment scheme available for leaseholders facing large increases in their service charges, due to planned maintenance or where a section 20 notice has been sent out. The deferred payment scheme does not apply to leaseholders who rent out their flats.

We will be happy to discuss the scheme with you if you are having either of the above to see if you are entitled to be considered for this.

Ways to pay

By direct debit

Paying by direct debit is the quickest, safest and easiest way to make a payment to us. To set up a direct debit, please call 01509 634817 or 01509 634819 and we will send you a form for you to complete and return.

PayPoint and post office

Present your bar-coded invoice or reminder letter at any post office or PayPoint outlet along with your payment. Cash payments can be made free at all PayPoint outlets. Some may accept debit cards but may charge you for this. At post offices you can pay by cash, cheque or debit card for free.

Online payments

Online at www.charnwood.gov.uk/payabill using any of the cards detailed below. On the payment form please select 'Sundry Invoices'.

Telephone payments

Telephone our payments line on 01509 634555 24 hours a day, seven days a week selecting option 5 - Sundry Debtor Invoices. Please have your invoice/reminder letter and card details ready when calling.

If you require assistance making a payment by telephone please call us during office hours on 01509 634817 or 01509 634819. A staff member will use our online payment service to process the payment on your behalf.

We accept the following cards: Mastercard, Visa Debit, Visa Electron and Maestro.

Useful contacts

Council opening hours

Our opening times are Monday-Thursday, 9am to 4.30pm and Friday, 9am to 4pm.

Leasehold team – phone and email contact

Monday – Friday, 8.30am to 3pm

Our contact number is 01509 634830/6345750

Email the team at: leaseholders@charnwood.gov.uk

Other useful contact details

For urgent or non-urgent communal repairs during normal working hours:

Phone: 01509 634666

Please note: Urgent repairs should be reported via calling 01509 634666 during office hours, non-urgent repairs should be reported via the website at www.charnwood.gov.uk/repairs.

Emergency out-of-hours telephone service

If you have an emergency for the following services outside council opening hours*:

- Housing repairs and gas
- Tenancy services
- Lifeline

Please call 0333 200 8811

This number is a local rate number meaning you will only be charged for a local call.

Or visit our website at www.charnwood.gov.uk/tenants.

Buildings insurance

To make a claim please contact the insurers directly either by telephone or email as below quoting the policy number: NOA8N5P17AOX.

Telephone: 24 hour claims helpline number: 0800 358 0172

Email: aspen-insurance@cl-uk.com

For a copy of your buildings insurance policy / schedule please contact our contact centre on 01509 634666 or email insurance@charnwood.gov.uk.

Leaseholder Forum

The Leaseholder Forum meets on an annual basis and leaseholders who attend the meetings receive minutes. If you would like to find out more about the meetings, please call the customer engagement team on 01509 634955. Dates are advertised in the Your Homes Matter magazine.

Open surgeries

Drop-in sessions for leaseholders to talk to the leasehold officer and other leaseholders in a more informal setting take place around three times per year. The dates are advertised in the Your Homes Matter magazine.

Leasehold Advisory Service (LEASE)

The Leasehold Advisory Service provides free advice on all aspects of the law affecting leasehold property through its website. This also contains a lot of information on applying to a leasehold valuation tribunal (see below).

Address: 31 Worship Street, London, EC2A 2DX Tel: 0845 345 1993

Website: www.lease-advice.org

The leasehold valuation tribunal (LVT) has been replaced

The First Tier Tribunal (Property Chamber - Residential Property) has replaced the leasehold valuation tribunal and you can get advice from the lease website above or from your local Citizens' Advice.

Solicitors

To find a solicitor in England and Wales, visit www.lawsociety.org.uk or phone 0870 606 6575.

Finance

To get an idea of how much your mortgage payments could be each month, or a leaflet about buying a home in England and Wales visit the Council of Mortgage Lenders' website at www.cml.org.uk, or phone them on 020 7440 2255.

To compare the cost of mortgages from different lenders, or for information about what to check out when you are taking out a mortgage, or to download a guide to mortgages visit the Financial Services Authority's website at www.fsa.gov.uk. County Money Advice helpline 0116 340 0116

The Money Advice Service offers appointments at the council offices. Call 01509 634666.

Estate agents

For a guide to using an estate agent visit the Office of Fair Trading website at www.oft.gov.uk. To find an estate agent visit The Ombudsman for Estate Agents Scheme at www.tpos.co.uk or The National Association of Estate Agents at www.naea.co.uk.

Right to buy

Visit the Ministry of Housing, Communities and Local Government website at www.communities.gov.uk.

Citizens' Advice

Woodgate Chambers, 70 Woodgate, Loughborough, Leics, LE11 2TZ. Call 0300 330 1025 or visit www.charwnwoodcab.org.uk for opening times.

Shepshed Community Centre, 47a Charnwood Road, Shepshed, LE12 9QE.
Visit www.charwnwoodcab.org.uk for opening times.

Leicestershire Citizens' Advice 3rd Floor, 60 Charles Street, Leicester, LE1 1FB. Tel: 0300 330 1025.

Freehold purchase

Download the Leasehold Advisory Service's guide to buying a freehold, freehold valuations, or consulting leases at www.lease-advice.org or contact them on 0845 345 1993, email info@lease-advice.org.

For information about buildings insurance, visit the Association of British Insurers' website at www.abi.org.uk.

