



Leaseholders' Handbook

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Introduction

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. 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. 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. Charnwood Borough Council owns the freehold of all of those properties sold on a long lease.

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. Keep it in a safe place. We can give you a photocopy if you lose it, but you should always have your own copy.

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 the Citizens Advice Bureau (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 Act* 1985 and 1987 includes:

- a definition of service charges
- leaseholders' rights to be consulted on repairs over a set limit
- how residents' associations are formally recognised.

The *Housing Act* 1985 and 1996 covers:

- the right to buy and its processes
- limiting Leaseholders' liability for the first five years
- the role of the Leasehold first tier tribunal.

The *Commonhold and Leasehold Reform Act* 2002 covers:

- the major work consultation
- new requirement to consult people about contracts lasting more than 12 months
- rules for buying freehold and extending the Leases
- more powers given to Leasehold valuation 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 them.

Living with your neighbours

If you live in a flat or maisonette you need to be a little more tolerant and thoughtful. You may have people above or below 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. We will try to deal with people who cause a nuisance to you, but equally you must not cause a nuisance to them. 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 tame domestic pets under control
- to be a good neighbour.

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, insurance 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 services you receive. If you are not sure what you are paying for, please check the details on your Estimate and call the Leaseholder Officer on 01509 634830 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 stairlift
- door entry system
- communal TV aerial
- shared electricity
- ground rent
- building insurance and management costs
- legionella testing
- 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 will tell your lender who 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 will 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 lose your home.

If you are having difficulties with your payments you should contact the Income Section at Charnwood Borough Council immediately on 01509 634817.

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:

- 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.

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:

- ground rent
- management costs
- repairs to and maintenance of shared areas
- improvements to the block
- grounds maintenance (if received)

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. Examples would be if you removed a structural wall or if damage is being caused to other properties in the block for example, if a leak in your plumbing was flooding the flats below.

It is important that we hold emergency contact details for you so that if such a situation arises we will make every effort to contact you before entry is gained. Please telephone the Leasehold Officer on 01509 634830 who 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 – (see page 22 - 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.

We will serve you with a legal notice called a Section 20 notice the consultation procedure will be 3 stages:

Stage 1 – A Notice of Intention: Pre tender stage: Before we invite contractors to tender for the work we must send you a notice of intention. This should include a brief description of the work, an estimated cost to your block or building, invite written observations from leaseholders and allow leaseholders 30 days to reply in writing. In some circumstances, we also offer a fast track through the consultation period, hence if the leaseholder is happy to go ahead with the work and would like us to proceed as soon as possible.

Stage 2 – Tender Stage – At the end of the 30 days, consultation period, estimates should have been received. If nominations were received from leaseholders, we should have received estimates from those as well. We will reply in writing within 21 days of receipt of giving our response to the person who made those observations.

Stage 3 – Award of the Contract – Contract is awarded to the successful tender, we will then send you an Award of contract notice.

Service Charges

We have a legal duty to collect from leaseholders their share of the costs of managing and maintaining their block. If we did not do this, council tenants would be paying for your share in their rents and that would be a breach of the Housing Acts.

Buying, Selling and Freehold

If you are thinking of becoming a leaseholder there are two ways you can buy the lease of a Council flat:

Buying

Using your 'Right to Buy' if you are a council tenant and you are already living in the flat (there are certain conditions you have to meet).

When a property is first sold to an occupying tenant 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 of 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 for. 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

Buying the lease from the present leaseholder (if the flat has already been bought under the Right to Buy and is being sold again).

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 taken into account when the transfer is completed. Charnwood Borough Council charge a fee to register a transfer 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 Officer 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 proper legal document 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 you have not left the lease to anyone in your will, your executors will have to decide what to do with the lease. 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 are CHARNWOOD BOROUGH COUNCIL responsible for?

- the roof
- chimneys
- gutters
- rainwater pipes
- soak ways and drains
- walls of the building including foundations
- soil pipes
- foul drains
- inspection chambers, cover, waste pipes and so on
- shared and outside doors
- outside painting
- access steps
- gates
- fences
- paths
- door entry systems
- shared tv aerials

What repairs are you as the leaseholder responsible for?

- the door and furniture (letterbox, handle etc)
- 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
- reporting shared repairs

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.

Priority 2 - Urgent - 5 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. Broken manhole cover
4. Door Entry phone not working.
5. Minor leaking roof (not causing immediate damage and can be contained).

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, we ask all leaseholders to 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
- Give the Leasehold Officer 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 none leaseholder properties.
- If the leak is not sorted out in the given time, we will do the work ourselves and recharge you.

Any water damage caused to your own property may be covered by your household contents insurance and you should contact them to make a claim.

You are required to call the councils contact Centre if you need to inform us of any of the above repairs on 01509 634666 or email information@charnwood.gov.uk. Opening hours - 8:30am to 5pm Monday to Thursday, 8.30am to 4.30pm Fridays.

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:

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

When you have Charnwood Borough Council's permission, you must still comply with any planning and building regulations; the current standards of the gas, water and electricity companies and any conditions attached to the permission itself.

How do I get permission?

Write to the Leasehold Officer at Charnwood Borough Council, Southfield Road, Loughborough, Leics, LE11 2TN. You will need to state exactly what you want to do and include a drawing or plan.

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.

Management of your block

Being a good neighbour

If you live in a flat or maisonette, it is important to bear in mind that what you do affects your neighbours. 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
- not to keep in or at the premises any animal or bird other than normal tame domestic pets and keep in reasonable numbers appropriate to the premises
- to be a good neighbour.

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.

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.

Whilst grass clippings are not collected, grassed areas should be neat and attractive. All paths and hardstanding 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 1st March and 31st July due to bird nesting season. The only exception is where shrubs/hedges are deemed to be causing an obstruction or for H&S 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 Idverde sprays two-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 Idverde will remove all 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 Serco.

Trees

Trees are inspected regularly. Any works, including those classed as an H&S issue, will be carried out in accordance with the Council's Tree Policy.

Anti-social behaviour and hate incidents

The vast majority of our customers will not experience anti-social behaviour (ASB) or hate incidents*. However, if you do experience such problems with your neighbours we will take appropriate action as soon as possible. You can report any incidents to us at our office via the website or by telephone. We also accept anonymous complaints and deal with all cases in a sensitive and confidential manner.

We have a dedicated Anti-Social Behaviour Team who provide advice and take enforcement action to resolve tenancy and neighbourhood issues.

We work in partnership with other agencies such as Charnwood Borough Council, Police, Human Rights and Equalities Charnwood, Victim Support and the Probation Service to provide tailored support to individuals. We also have access to specialist services, including Mental Health, Alcohol Support and Drugs Support to ensure appropriate support is offered.

When you report a hate incident or anti-social behavior:

- We will aim to begin investigating and acknowledge your complaint within:
 - 24 hours for high priority cases (for example racial harassment, domestic abuse, hate crime).
 - Five working days for other cases (for example neighbor disputes).
- We will agree what actions will be taken and how we will keep you informed of progress.
- We will make safe any damages caused to your home by anti-social behavior within 24 hours (provided the necessary repairs fall within our normal repair responsibility).
- We will talk to you or write to you before we close your case and ask you to complete a satisfaction survey so we can get your views on how we have dealt with your case.

We will measure how we are performing by:

- asking you if you were satisfied with the way your ASB complaint was dealt with and if we kept you informed throughout your case
- asking you if you were satisfied with the outcome of your ASB complaint
- checking that we have responded and started investigating cases on time
- measuring the number of ASB cases that were resolved.

...and we will report back to customers in the newsletter and via our website.

*A hate incident is an incident whereby someone has been targeted because they or someone else is seen as being different. Anyone can be a victim of hate because of prejudice against age, disability, gender or gender identity, race, religion or belief, or sexual orientation. It is not necessary to be from a minority group to be a victim of hate, and neither is it necessary to have evidence of hatred or prejudice as it is the perception that counts

Graffiti

If you see graffiti on a property, you should call us straight away on 01509 634666. 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 of £80.00 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.

Condensation

Air holds moisture and when warm moist air touches a cold surface, such as a window or external wall, it cools and is no longer able to hold all the moisture which turns into droplets of water collecting on the cold surface.

Condensation occurs in colder weather, usually in colder areas such as windows or where there is little movement of the air, in the corners of rooms near windows and behind wardrobes. Condensation often results in an ugly, black mould appearing on walls and other surfaces but it is a result of lifestyle habits, not a fault with your home.

Take these simple steps to help to prevent condensation:

- put lids on saucepans to reduce moisture in the air
- mop up any condensation every day
- dry clothes outside when possible or if you use a tumble dryer, make sure it is vented outside. If you have to dry clothes inside, don't put them on the radiator – use a clothes airer and open a window and close the door
- close kitchen and bathroom doors when cooking/bathing and open a window afterwards to let the moisture escape
- keep a small window ajar or keep window vents open and don't cover air bricks.
- try to keep the heating on a low but constant setting.

If you can't afford to increase your heating, try to put less water into the air, stop the water vapour spreading and ventilate your home.

What should I do if I see black mould?

Report the problem to our contact centre on 01509 634666. You will be asked a few questions to diagnose the likely cause, such as:

- is the damp on the ground floor or upstairs?
- where is the damp (low on the wall, on the ceiling, in corners of the room)?
- are there any plumbing fixtures around the damp area (radiator, water pipe, bathroom above)?
- does it only occur when it's raining?
- has the damp appeared suddenly or built up over time?

The advisor can then identify if the problem is caused by condensation or by a possible leak or rising damp. In most cases, it will be due to condensation and so you should:

- wipe the mould off as soon as possible with water
- apply a recommended solution from a hardware or DIY store and follow the instructions carefully
- do not use washing up liquid or bleach

Services to your property – gas/electrical wiring etc.

Under the terms of your lease you are required to maintain regularly and replace, at your expense, the heating and domestic hot water systems of the premises and the electrical wiring, gas and water supply and waste plumbing systems without interruption to the use of the shared services. This should be carried out as and when necessary and in a proper and competent manner and such systems should not be altered or interfered with in any way without the prior consent of Charnwood Borough Council. It is also a condition of your lease that you provide us with a Gas Safety certificate annually in November.

Sure are Gas safety contractors for Charnwood Borough Council. Leaseholders can make arrangements direct with Sure for Gas Safety checks for £36.72 (as at November 2017) which includes VAT. Payment is made direct to the contractor. To make an appointment, please contact them on 0800 8408021.

Asbestos

What is asbestos?

Asbestos is a natural mineral (a fibrous silicate) found in rocks all over the world. It has been used commercially for about 150 years because it is strong, flexible and stable. 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. However identical properties 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 01509 634830 (**see Contact Us page 27**).

Insurance

Buildings 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 1st June to 31st May the following year. The premium is based on the cost of rebuilding your property.

Leasehold properties are currently insured with Aspen Insurance.

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:

	Excess £		Excess £
Fire, explosion, lightning & earthquake	100.00	Smoke	100.00
Riot, civil commotion	100.00	Malicious damage	100.00
Aircraft/impact	100.00	Storm or Flood	100.00
Theft Damage to Buildings	100.00	Falling trees	100.00
Collapse of Aerials	100.00	Leakage of Oil	100.00
Accidental Breakage *	100.00	Escape of Water	100.00
Extended Accidental Damage	100.00		
Subsidence	1000.00		

*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

Making a claim

When damage has occurred to your property and you need to make a claim you should request a claim form from the Council on 01509 634566.

Claims are to be notified as soon as possible and within seven days in respect of claims for malicious damage. The Police must be notified as soon as possible in the event of malicious damage.

Home contents insurance

For as little as £4.29 per quarter, Charnwood Borough Council 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 (£4.29 is based on £4,000 worth of cover under the Standard Cover (Simple). For more information please contact the Housing Income 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.

Service Charges

Why do I have to pay service charges?

When you bought your lease, in effect you became a 'shareholder' in the building your flat is in; this means that you have responsibility to pay your share of the costs of maintaining and managing the 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. If you have not owned a home before the cost of running it can come as a shock.

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 their share. The costs are shared equally amongst 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 10 flats in your block and 7 of them are rented to Council tenants and the other 3 are leaseholders, each leaseholder will pay a tenth of the cost and CBC will pay seven-tenths for our tenants. The rent that Council tenants pay covers the cost of repairs to council homes.

We try to bear in mind that some of everything we spend is financed by leaseholders and tenants. Some leaseholders would rather we did not spend any money at all. But if we did this your investment in your home would suffer and we would not be doing our duty to our tenants.

Government regulations covering contracts make sure that our contractors give value for money.

How your charges are made up

Your service charges are made up of the following costs:

- **ground rent is set at £10.00 a year (section 78 of the Housing Act 1980 amended section 127 of the Rent Act 1977)**
- repairs and maintenance to your block for example, outside painting, repair to 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
- grounds maintenance for shared garden areas around your block
- management charge (our costs in managing leaseholder flats)
- building 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 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 costs are shared between all the Council's leasehold properties, approximately 340 of them, which takes account of the amount of work we have to put into managing them
- 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, we will only charge you what it actually 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. 'Major repairs' means any job or contract which is expected to cost more than £250 to each leaseholder. However, these amounts could change.

If we expect a job to cost more than this amount we must consult you by:

- giving you a description of the work needed
- telling you who to send your comments to
- giving you at least 60 days to give us your comments.

We will inform you of these repairs by writing to you. We will give you the name and telephone number of an officer you can speak to about this work.

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.

A Qualifying long term agreement (QLTA) is any contract or agreement relating to service charge matters entered into by a landlord for a period of more than 12 months. Consultation under what are called S20 procedures is required for QLTA's if the amount payable by any one lessee exceeds or would exceed more than £100 in any one year.

So a contract for two years for gardening for 10 flats, where every lessee pays an equal share of the service charge costs and each lessee pays £90 per year is a QLTA, but does not require consultation. But if the same contract is for a block of 10 flats where the penthouse pays 20% of the service charge requiring the penthouse to pay £180 per year and consultation is then required.

How you get your bill

Every year around 1st April, Charnwood Borough Council 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.

However, the actual costs 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 Certified Summary which shows the actual charges for the previous financial year. It will show:

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

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

The certified summary is just for information. It is not a bill and the credit/debit will be carried forward to your following years estimate. You have 28 days from the date of the Certified Summary to query any charge otherwise after the 28 days 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 will tell your lender who 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, Charnwood Borough Council will instruct their 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 lose 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.

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

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 Direct Debit Instruction 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 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. Automated Payments Line 01509 634555.

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.



Internet and telephone banking

Payments should be made to HSBC Bank plc

Sort Code: 40-30-24

Bank Account Number: 61820559

Please ensure you quote the invoice number as the reference.

Postal payment

Send your cheque or postal order to:

Financial Services

Charnwood Borough Council

Southfields

Loughborough, LE11 2TU

Cheques should be made payable to Charnwood Borough Council. Please write your invoice number on the back. Please do not send cash by post.

Customer engagement

Leaseholder Forum and Open Surgeries

Charnwood Borough Council knows the only way we can improve the services we deliver, and deliver the services its customers want, is by listening to you - the people who receive the services. We have developed ways in which you can give feedback ranging from completing a survey to attending the Leaseholder Forum. The Leaseholder Forum meets annually to discuss the leaseholder service. The Open Surgery is a more informal, drop-in session where you can discuss issues regarding your lease/home on a one-to-one basis or as a group. It's also a chance to chat to other leaseholders.

You can also get involved in particular areas of service, for example you may have views on the repairs services or how we maintain the grounds around your property. There are a different ways to have your say on these. All of them are included in our Menu of Involvement; please contact involvement@charnwood.gov.uk or call 01509 634931 for a copy if you would like to find out more.

Leaseholder News

Every quarter a newsletter, Your Homes Matter, is sent out to every leaseholder containing pages dedicated to leaseholder articles. If you have a suggestion for an article please contact the Leasehold Officer ([See Contact Us on page 27](#)).

Compliments, Complaints, Suggestions

Complaints

Charnwood Borough Council aims to provide efficient, good quality services to its customers. Even so, on occasions, things can go wrong. We will do our best to resolve your complaint about our services to your satisfaction, and we'll try to learn from them to help us do things better next time.

You can complain when we have made a mistake in the way we provided a service, failed to provide a service, delayed in providing a service, failed to act in a proper manner, we have provided an unfair service or our contractors/agents/consultants have failed to resolve a problem

The complaints procedure doesn't apply to initial requests for service, for an explanation of Council policy or practice, the correct application of the law or a Council policy, or to matters for which there is a right of appeal.

If you need to complain please contact us and give us the opportunity to put it right. You can do this by using our online feedback form, by email, telephone or in person.

If we are unable to resolve your issue at the first point of contact and you wish to make a formal complaint (Stage 1), please contact us and we will review your complaint.

If you are still not happy following the stage 1 response, a senior officer, independent of the service you are complaining about.

Compliments and Suggestions

Of course we are always pleased to hear when things have gone well or to receive comments to help us improve our services. You can do this by using our online feedback form, by email, telephone or in person.

Useful Contacts

Leaseholder Forum

A 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 Officer on 01509 634955. Dates are advertised in the Your Homes Matter newsletter.

Open Surgeries

Drop-in sessions for leaseholders to talk to the Leasehold Officer and other leaseholders in a more informal setting. These take place three times per year and date are advertised in the Your Homes Matter newsletter.

Leasehold Advisory Service (LEASE)

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

Address: 31 Worship Street, London, EC2A 2DX

Tel: 0845 345 1993

www.lease-advice.org

The Leasehold Valuation Tribunal (LVT)

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 Citizens' Advice Bureaux.

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 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.of.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 Department of Communities and Local Government website at www.communities.gov.uk.

Citizens' Advice Bureau

- 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 Bureau, 3rd Floor, 60 Charles Street, Leicester, LE1 1FB. 0300 330 1025

Freehold purchase

- Download the Leasehold Advisory Service's guide to buying a freehold, freehold valuations, or consulting with leasees 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.

Contacting us

In person

At our offices at Southfields. Opening hours are 8.30 until 5.00 Mondays to Thursdays, closing at 4.00 on Fridays. If you need to see the Leasehold Officer please can you make an appointment by calling 01509 634830.

By telephone

Call 01509 634830 for all leasehold enquires speak to the Leasehold Officer (working hours are 9.00am to 3.00pm)

Call 01509 634666 to report a repair within office hours

Emergency out of hours telephone service

If you have an emergency for the following services outside of 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.

Email

leaseholders@charnwood.gov.uk or you can visit our website at www.charnwood.gov.uk/councilhousing

FEES FOR VARIOUS APPLICATIONS

Below is a table of various fees that you may incur if you are looking to transfer your lease or re-mortgage your property:

<i>Transferring your property</i>	£
Administration fee for providing information in relation to the transfer of lease LPE1	£100.00 plus VAT Cost Code H025 J0528
Subsequent questions relating to the transfer or LPE2	£25.00 plus VAT per question Cost Code H025 J0528
Notification of Transfer	£50.00 (due to our Legal Services) Cost Code H025 J0206
Notice of Charge	£50.00 (due to our Legal Services) Cost Code H025 J0206
<i>Re-mortgage</i>	
Administration fee for providing information in relation to a mortgage application	£50.00 plus VAT Cost Code H025 J0528
Subsequent questions after the initial application	£25.00 plus VAT per question Cost Code H025 J0528
<i>Miscellaneous</i>	
Duplicate Estimate	£5.00 Cost Code H025 J0528
Permission to sub-let	£10.00 Cost Code H025 J0501
Duplicate Certified Summary	£5.00 Cost Code H025 J0528
Photocopy of your Lease agreement	£5.00 Cost Code H025 J0528