

Advice for leaseholders

YOUR RIGHTS AND OUR RIGHTS AND OBLIGATIONS

The lease of the property is a complicated document and we have produced this leaflet as a general guide to the terms of the lease. It does not alter or affect the terms of your lease.

Your lease is a legal agreement between you and us. The lease gives you rights over land or buildings for a limited period. This period is known as the term of your lease. A lease granted under the 'right to buy' will usually run for 125 years.

The terms of the lease set out your and our responsibilities. If you want to carry out an alteration for which we are responsible, we may ask you to change the terms of the lease. The purpose is to transfer responsibility for the future repair and maintenance of the alteration to you and anyone who takes over the property. This procedure is quite a lengthy and costly process. You are responsible for our legal costs, your own costs and the county court costs.

Subletting

You can sublet the property depending on the restrictions contained in the lease and permission from any mortgage lender. It is also a condition of your building insurance that you let the insurer know that you are subletting the property.

Your local Area Housing Office can offer further advice on this. You are responsible for the behaviour of anyone living in or using the property.

CONSULTATION

We consult with leaseholders in a number of ways, for example through leaseholder forums and at regular informal meetings with leasehold representatives. We will also give you advice and help if you want to set up a residents' association.

Your right to be consulted

If we plan to carry out work and we believe the cost will be more than £1000, we will consult you before starting the project. The requirement to consult you is set out in section 20 of the Landlord and Tenant Act.

Emergency work

If there is an emergency, we may have to carry out work without giving a full month's notice. However, you can apply to the court if you think we acted hastily. The court has the power, if satisfied that we acted reasonably, to rule that we may ignore any or all of the legal requirements to carry out a consultation.

REPAIRS AND MAINTENANCE

The lease sets out, in detail, responsibilities for repair and maintenance both for you as the leaseholder and also for us as the landlord.

Your responsibilities

You must keep the inside of your flat in good repair.

If there is any loft space above your flat, it belongs to us. If you need to go into the loft space, for example to repair pipes, you must get our permission first.

We also recommend that you carry out a system of regular maintenance tasks to keep the property in good repair

Task	How often
Boiler servicing	every year
Checking pipe insulation	every year
Testing the electrical installation	every 10 years

Our responsibilities

We are responsible for repairing and maintaining the structure and outside of the building including any shared parts or services and to take reasonable steps to make good any faults which affect that structure.

- Cisterns, tanks, pipes, wires and drains in the property, which also serve other properties for example, soil stacks or rising mains.

Rising main (explanation) – gas and water pipes or electrical supply cables and wires into the block, up to, but not including the meter or stopcock within your property.

If you need to repair or replace the stopcock, it is likely to mean temporarily disrupting the whole supply to the block. Because of this, we will carry out the necessary work if you ask. We will charge you a small fee for doing this.

- Any heating or hot-water system we control, for example, cyclo heating and so on.
- Outside and inside structural or party walls (but not the inside surfaces).
- Any entrance doors (and frames) which open onto the outside of the building and not a landing or corridor.
- Outside window frames and sills

We will only repair misty double-glazed window units if they fail within the 'guarantee' period.

We do not repair broken glass to your windows. However, accidental damage is covered by the buildings insurance policy

- Roofs, chimney flues and stacks, gutters, rainwater and soil pipes, sewers, drains channels and watercourses.
- Balconies, passages, landings, staircases and other shared parts of the estate.
- Any TV or radio-receiving aerials installed by us or on our behalf.
- Estate roads, shared gardens, car-parking areas, playgrounds and play equipment. Walls and fences on the estate and general areas you use with others.

- Store sheds in a block or shared part of the estate, shared washing lines and posts.
We do not repair or replace locks to your store sheds unless we do so as part of a refurbishment programme.
- Entry phone or door-entry system.
- Foundations.
- Lifts and lighting to shared passages, landings, staircases and other shared indoor parts of the estate.

Asking us to carry out a repair

To report a repair for which we are responsible, please do the following.

In person

Go to the reception of the Local Area Housing Office

By phone

020 8592 7388 Our normal office hours are 9am to 5pm

Other times 020 8594 8356 (Control Centre 'make safe service')

Improvements or alterations you make

You must get our written permission if you want to carry out any alterations.

Depending on the type of work you want to do you may also need to apply for planning permission. Any work you carry out should also meet building regulations.

See – *Your and our rights and obligations – 'Changing a lease'*

Access

We have a right of access to your home if we give you reasonable notice (or without notice in an emergency) to inspect repairs, provide improvements and new services.

We can give you reasonable written notice (which will normally be two months) if you fail to carry out a repair for which you are responsible. (Or, we can carry out an immediate repair in an emergency.) If this fails, we can enter your property to carry out the repair and make you pay any costs involved.

When you receive reasonable notice, you must also allow your neighbours access to carry out necessary repairs or maintenance.

For example if a neighbour in a flat above needs to reglaze a window.

SERVICE CHARGES

Your property is one of a number of properties within a block. Under the terms of your lease, you pay a share of the costs of maintaining the structure and shared parts of the block as well as our costs for providing services.

Paying service charges and billing arrangements

Estimates for the year

We put together a bill every three months. We send these out on 1 April, 1 July, 1 October and 1 January. You can pay by standing order or make a one-off payment each year. The bills are based on the estimated service-charge figure we told you about in March.

Actual costs

We aim to let you know the actual cost of services within six months of the close of the financial year (31 March). Usually by the end of September we send you a statement of the actual costs. We compare the actual costs to the payments you have made using the estimated charge that we have billed. If we have charged you too much over the previous year, we will change your next bill to reflect the difference. If the actual cost is more than the amount you have paid, we will include this amount in October's bill.

Reference period

Broadly speaking this applies during the first five years of the lease when you bought the property from us under the right to buy. It applies to the information in the estimated service-charge document included with the Section 125 Offer Notice. We can only charge a leaseholder for major repairs or improvements that have been itemised. We limit the charge to the estimated costs as shown in the notice plus an amount allowed for inflation. (Services provided such as grounds maintenance, caretaking and so on are not restricted in this way and charges are based on actual costs.)

18-month rule

Legislation places a time limit on landlords making demands for service charges. We must bill or advise you about your liability for service charges within 18 months of having paid the costs.

Challenging the service charge

If you want to challenge the service charge, you should contact the General income section saying what part of the charge you are disputing. You will need to confirm the details in writing. This will give us a clear record of the dispute and help us investigate the issue.

If the dispute cannot be resolved, you or we can apply to the Leasehold Valuation Tribunal to decide whether the costs were reasonable or that the work is a reasonable standard.

Service-charge loans

If the total demand for service charges in any one year is more than £1500 and you bought the property under the right to buy within the last 10 years, you may qualify for the right to apply to us for a loan. The minimum loan has to be £500.

You can get more information from our general income section.

See – Contacting us and other useful information

See – DETR leaflet Right to Buy: Service Charge Loans

Difficulties in paying service charges

Our general income section is responsible for recovering amounts you owe us. If you are experiencing difficulties in paying your service-charge bills, please contact them to discuss the matter as soon as possible. Please do not ignore requests for payment. There is always a possibility of court action if you ignore demands and this could put your lease at risk.

Help if you are eligible for Income Support or income-based Jobseeker's Allowance

If you are receiving or are eligible to receive Income Support or income-based Jobseeker's Allowance, you may be able to get help with the interest on a loan secured against the property for repairs or improvements. The regulations are complicated and you should contact the Benefits Agency for more information. They also produce a leaflet called 'Home Owners Help With Housing Costs' (form IS 8) which contains some useful information.

INSURANCE

Under the terms of the lease we as freeholder (owner of the building) must arrange insurance cover. This is to make sure that all properties within a block have enough insurance and to protect the interests of other people living in the building.

Insured risks

The 'Statement of cover Building Insurance' booklet lists the insured risks covered by the policy with our insurers.

See page 6 of the booklet for more details.

In an emergency you should contact us.

Normal office hours

020 8592 7388 (Housing Repairs Call Centre). Or, contact your Local Housing Office Estates Management Officer.

At other times, contact the control centre 'make safe service' on 020 8594 8356.

Zurich Municipal also offer you a 24-hour emergency repair service.

You can use this service if there is any domestic emergency causing damage to the buildings, for example:

- accidental breakage of glass in your home;
- blocked drains or water leaking from plumbing in your home;
- damage to the roof of your home caused by a storm; and
- your home becoming insecure because of damage to windows or doors.

Zurich Municipal will arrange for an authorised repairer to call and make appropriate repairs.

Phone: 01689 883080

If the repair is part of a valid claim, they will settle the repair cost direct with the authorised repairer. **However, if the repair is not part of a valid claim, you will be responsible for any fees or costs charged by the authorised repairer.**

Please read your statement of cover and get advice from Zurich Municipal before using this service.

Making a claim

You should contact our insurance section and ask for a claim form.

You can phone any of the numbers below.

020 8227 2053 020 8227 2580 020 8227 2204 020 8227 2205

Address - 90 Stour Road, Dagenham RM10 7JB

You should send the filled-in claim form direct to the insurers at the address shown on the form.

If you receive a claim from someone else, the same procedure would apply but you must make sure that the other person's letter of claim is attached to the claim form when you send it to the insurers.

Subletting

Under the conditions of the building insurance policy you must let the insurers know if you let the property. If you fail to declare that you have let a property it will jeopardise any claims you make on the policy.

Unoccupied properties

The following risks will **not** be insured for properties that are unoccupied for more than 30 days in a row.

Water damage – from burst, leaking or overflowing pipes, tanks or any other water apparatus.

Attempted theft and theft – you should take measures to make sure that the property is adequately secured.

Inspections – you must make sure unoccupied properties are inspected every 14 days.

INVOLVING YOU

We are committed to promoting effective involvement of tenants. (The term tenant includes leaseholders.) This commitment extends to all services, not only those provided by the Housing and Health Department.

Tenant participation compact

This is a formal agreement between you and us.

It sets out how you can become involved in decisions which affect you, improving and monitoring the services you receive, and how we can be sure that the arrangements work.

If you need more information, please contact the Tenant Participation Team based at:

Roycraft House
15 Linton Road
Barking
IG11 8HE.

Phone: 020 8227 2842
 020 8227 2581

020 8227 5692