

Advice for leaseholders

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Your 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.

There are several different types of lease in the borough. This leaflet is based on the most common form of 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.

What is leased?

The lease plan shows (edged in red) the unit, any garden, storeroom or parking space and so on which was previously part of the tenancy that has been included. The estate, which is shown in the lease plan is edged in blue.

The lease states the things agreed between you (the leaseholder) and us (the council).

We have divided your lease agreement into several parts.

The first part gives details of the definitions and interpretations we use in the lease, restrictions placed on us by other leases on the estate, and agreements between you and us.

We have divided the rest of the lease into 'schedules'

The **first schedule** gives details of the rights granted to you under the lease, including your right to use shared parts of the building and the water, gas and electricity services.

The **second schedule** gives details of the rights we have including the right to enter the property if we give you reasonable notice, and carrying out repairs or other work to improve the property.

The **third schedule** gives details of the restrictions we place on you under the lease. That is, the conditions for using your home. It is similar to the tenancy agreement for council tenants. You, your household and your guests must not do anything which is illegal or would cause danger or be a nuisance to your neighbours.

We have divided the **fourth schedule** into three parts.

Part one (Paying service charges)

This defines the period of charge, how we share out costs, and requirements when we have to issue a notice of summary, adjustments and the amount you must pay.

Part two (Our responsibilities)

This gives details of our responsibilities under the lease. That is, to make sure the building is properly insured, to maintain and repair shared parts of the buildings and maintain the services we provide.

Part three (Other items included in service charges)

This details how we operate the 'reserve fund' and expenses, costs and outgoings included in the service charge.

Changing a lease

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

See – Insurance – 'subletting'

Your right to buy the freehold of your building

You have a right to buy the freehold of your building. You can do this if you join with other leaseholders in the building and those of you who want to buy represent at least 50% of those who own leases in the building. If you need more information about this, please contact the Home Ownership Section. We will be able to send you the booklet called 'Your Right to Enfranchise'.

Buying back your property

We currently do not buy back properties we have previously sold under the 'right to buy'. However, we may change this policy when the legal requirement, that leaseholders offer their landlords the 'first right of refusal', becomes law. The right of first refusal will apply if you want to sell your property and you offer it to your landlord before putting it on the open market. If the landlord wants the property, they will agree a price with you. However, if the landlord does not want it, you will be free to put the property on the market.

Consultation

We consult with leaseholders in a number of ways, for example through leaseholder forums and at regular informal meetings with leasehold representatives.

Leasehold forums allow you to hear first-hand from our officers on issues that directly affect you. Through the informal leasehold meetings we can consult your representatives on changes in our policy and management practice, which might affect you.

We will also give you advice and help if you want to set up a residents' association.

See – Contacting us – 'Getting tenants involved'.

Your right to be consulted

There have been changes to the consultation requirements that the law says we must carry out with leaseholders. These changes were brought about by the Commonhold and Leasehold Reform Act 2002.

One of the main changes is that we now have to ask leaseholders what they think about any work we plan before work is carried out. This makes a big difference to the way we consult on major work. Under the old Section 20 of the Landlord and Tenant Act 1985, we only needed to consult leaseholders after we had received estimates for planned work.

If the amount you have to contribute towards work is more than £250 in a year, we now have a legal duty to ask your views and opinions on the cost of any major work and whether or not you would want the work carried out. The law also says we must consult you if we plan to enter into a 'service agreement' for which your contribution will be more than £100 in a year. (Service agreements are agreements with anyone to provide services on our behalf, such as maintaining lifts and shared green spaces).

If we do not consult you before carrying out the work or entering into the agreement, you will not be liable to pay more than £250 (for work) or more than £100 (for service agreements).

The law also says we must ask for your written observations (if you have any to make) on the work planned or the service agreement. You also have a right to choose a contractor we should get an estimate from for the work. This contractor must be able to keep to our conditions for choosing contractors.

We assess possible contractors according to the following broad areas.

- ❑ Any specialist skills or services needed for the work and evidence of these skills.
- ❑ Whether they are a member of any specific trade or professional organisation.
- ❑ Any licences (for example, asbestos) needed.
- ❑ The manufacturer's approval to use a specific product.
- ❑ Whether they are from local, regional or national companies.
- ❑ Evidence of insurance cover for various liabilities such as cover for other people.
- ❑ Financial and technical assessment of tenderers.
- ❑ The contractor's interest and their availability to put in a tender.
- ❑ The contractor's competence and resources (in terms of health and safety) in line with CDM regulations before tender documents are issued.
- ❑ The contractor's ability to cover us against loss, damage or injury to people or damage to property arising from their work in connection with the contract.

(This is not a full list.)

The consultation has different stages, all of which are aimed at involving you in any decision-making that affects your property. You can give your thoughts on any part of the planned work such as the cost and whether it is justified.

You can get more information on consultation requirements from the Booklet 'Commonhold and Leasehold Reform Act 2002 – Initial guidance on residential leasehold reform provisions'. This booklet is published by the Office of the Deputy Prime Minister.

Consultation in emergency situations

If there is an emergency, we may have to carry out work without consulting you under the new rules. You may apply to the Leasehold Valuation Tribunal if you think we acted unreasonably by not consulting you before carrying out the work. They will decide the case and rule on how reasonable our action was.

We may also apply to the Leasehold Valuation Tribunal before the work is carried out, for them to rule that we do not need to consult leaseholders because the work is an emergency.

If we have already carried out work without consulting you because we felt the work was an emergency, we may also apply to the Leasehold Valuation Tribunal for them to decide whether or not we acted reasonably.

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.

What is leased?

The lease plan shows (edged in red) any garden, storeroom or parking space and so on which was previously part of the tenancy that has been included in the property. The estate which is shown in the lease plan is edged in blue.

Your responsibilities

You must keep the inside of your flat in good repair. This includes repairing and maintaining the following.

- Cisterns, tanks, pipes and wires which serve only your property. Stopcocks, including those between the mains supply and pipes serving the 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.
- Window glass
We do not repair broken glass to your windows. However, accidental damage is covered by the buildings insurance policy.
See – Insurance
- Non-structural walls.
- Doors and frames inside the property including other internal joinery.
- Any entrance doors (and frames) which open onto a landing or corridor and not the outside of the building.
- Plaster, tiling and other wall and ceiling surfaces. Also the inside surface of walls.
- Any heating or hot-water services which serve only your property.
- Redecorating (every seven years), including the surfaces of any window frames, sills, entrance doors and frames which open onto the outside of the building.
- Any boundary walls or fences marked with a 'T' on the property plan.
- Problems relating to condensation.
- Individual heating systems and appliances.
- Sanitary fittings.
- Internal fixtures, fittings and equipment.
- Individual store sheds, washing lines and posts in an area included in the lease plan edged in red.

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.
See – Contacting us – 'Estate management'

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.
- 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.
- 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.

As a landlord we have a responsibility to carry out repairs or maintenance to the building. As a leaseholder, you also have a responsibility to contribute towards the cost.

Asking us to carry out a repair

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

In person

Go to the reception of the Community Housing Partnership (formerly known as the Local Area Housing Office).

By phone

If you want to phone between 9am to 5pm,our phone number is 020 8592 7388. Our normal office hours are 9am to 5pm.

If you want to phone at any other time, our phone number is 020 8594 8356 (Control Centre 'make safe service').

Complaints

The Housing Repairs Service has set up a dedicated team to respond promptly to any complaints. Phone 020 8592 7388. For more details see our leaflet – Your guide to The Housing Repairs Complaints System.

If we are carrying out major work, we will have sent you the name and contact details of an officer within the council.

See – Consultation

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. We will not refuse permission unless we have a good reason, but certain conditions may apply. In certain circumstances we may have to change the terms of the lease, making you responsible for any repairs and maintenance needed in the future.

See – *Your and our rights and obligations – ‘Changing a lease’*

For example, you will need our permission for the following.

- Alterations of any facilities providing heat, light, power or other services within the property.
- Replacing entrance doors or fitting security gates.
- Security gates can delay your escape from your home.
Entrance doors we originally supplied are fire-resistant. To maintain your own and the safety of other residents in the block, any replacement door must meet a minimum specification.
Please see our booklet - Avoiding Fire In Your Home.
- Replacing windows.
We would not normally give permission if we have included the cost of the work in the first five years of the service charge or where work is scheduled to be carried out during any current (or within two further years of) a major work programme.

We expect the ‘Shape-up programme to be finished in July 2004.

However, there may be other programmed work on our properties.

From 1 April 2002 you will need to make an application under the Building Regulations for new or replacement windows, patio doors, boilers and hot-water storage tanks. The proposals are designed to reduce pollution and are part of this country’s response to the Kyoto conference to tackle climate change.

Planned repair and maintenance

Part two of the fourth schedule to the lease sets out our responsibility to maintain and repair shared parts of the building.

See – Your and our rights and obligations

If we plan to carry out 'planned major work', we must consider consulting you before starting work. If we do not do this, in certain circumstances, it will limit the amount you will have to pay towards the cost of the work.

See – Consultation

See – Service charges

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.) We can also 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 building. 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.

The amount of service charge you pay depends on the level of services you receive and the repair and maintenance needed to the building.

How do I know how much my service charge will be?

The information you receive will depend on whether you are one of the following.

Applying to buy under the right to buy

We will give you an estimate of the service charge we expect you to pay each year when we let you know what the purchase price for the property will be. (Section 125 Landlord's Offer Notice)

The documents you receive will give details of the services we will provide, and any major repairs or improvements planned for which you would have to contribute. We will also give details of an amount to be put into reserve (reserve fund contribution) and estimated costs for day-to-day repair and maintenance.

If you are already a leaseholder

At the beginning of each financial year you will receive an estimate of our costs for providing services, day-to-day repairs and maintenance and your contribution to the 'reserve fund'. The estimate is based on the previous year's actual costs adjusted to allow for inflation.

Planning on buying the lease from someone who already holds the lease

Your solicitor or legal representative can ask us for details of past service-charge accounts. We will usually provide bills for the past three years.

What is included in the service charge?

Services provided

For example, caretaking and cleaning, grounds maintenance, electricity for lighting, lifts and so on.

Day-to-day repairs and maintenance

Minor repairs to shared parts of the block or estate.

Management charge

This is the costs we have to pay in raising invoices, working out service charges, answering queries, consultation and so on.

Administration charge

This is the fee we charge for providing information on, and dealing with, matters such as solicitors' enquiries.

Reserve fund

This is money you have set aside that we hold in a separate account to cover the cost of future major repairs or improvements that will be necessary. We add interest to the 'reserve fund' on 31 March each year.

Insurance

This is your contribution towards the premium for buildings insurance.

Ground rent

A small charge, which does not usually change, for renting the land on which the building stands. You will pay a ground rent of £10 on 1 April each year. (This is usually included on your April service charge bill but there are plans to send a separate bill.)

Caretaking service

We recently introduced a new caretaking service into the community, which is responsible for cleaning shared parts of buildings that have at least four homes in them. The team also carries out deep cleaning with specialist equipment and remove graffiti. The service is aimed at making our buildings cleaner and safer for all. It is also aimed at making sure that we take account of health and safety issues.

The caretakers carry out a range of duties, which may differ from one building to another. They are not responsible for removing your rubbish. If you have items of rubbish which need removing, please put them in the bins provided. If the items are large, you may call us to remove them for you. We can remove some items free of charge. Please call 020 8227 2650.

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.

(See – If you are already a leaseholder)

New purchaser

When you complete the purchase under the right to buy, we will work out how much of the advance service charge you will have to pay. We will let your legal representative know.

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 will 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.

Limits on the charges we make

Leaseholders within the same block may receive different bills for the service charge. This can be for a number of reasons, such as information we gave you when you were buying under the Right to buy.

Consultation

If we have carried out major work, we must consult you. If we fail to consult you, we will limit the amount we can recover from you to £250 in a year. If we fail to consult you about providing a service where we entered into a service agreement with a contractor, we will limit the amount we can recover from you to £100 in a year.

See Consultation – What if we do not consult you

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 on the Section 125 Offer Notice. We can only charge a leaseholder for major repairs or improvements that have been shown on the Section 125 Notice. We limit the charge to the estimated costs as shown in the notice plus an amount allowed for inflation. For minor repairs, we also limit the charge we can recover to the amount shown on the Section 125 Notice plus an amount for inflation. For services provided such as maintaining the grounds, caretaking and so, on we are not restricted in this way and charges are based on actual costs that we have to pay. However, we can only charge for services which we have shown on the Section 125 Notice.

18-month rule

Legislation places a time limit on landlords making demands for service charges. We must send you a bill or let you know about your liability for service charges within 18 months of the costs arising.

Possibility of reducing your service charge

If we carry out major repairs or improvements to your property that are partly funded by government grants, such as the Estate Renewal Challenge fund or the Single Regeneration Budget Fund, we may decide not to add it to your service charge or only add a reduced charge. We call this the 'discretionary reduction of service charge'.

We can only do this if the total service charge you have to pay is more than £10,000 in any five-year period and we applied for the grants from the Government *before* 25 February 1997. We can also choose to reduce your service charge even if the work is not funded from these grants. You may get more information about this under the legislation called Social Landlords Discretionary Reduction of Service Charges (England) Directions 1997.

If all the repairs or improvements are paid for using government grants, such as the New Deal for Communities, we must not add a charge for this on to your service charge bill. We call this the mandatory reduction of service charge. This only applies to repairs, maintenance or improvements.

We can only do this if your property has to pay more than £10,000 in any five-year period and we applied for funding after 25 February 1997. You may get more information about this under the legislation called Social Landlords Mandatory Reduction of Service Charges (England) Directions 1997.

If you need more information on this, please contact the Home Ownership Section.

Pre-assignment charge

This is a charge we make for dealing with enquiries from you or your solicitors when you are in the process of selling your property. These enquiries could range from information on planned major works, releasing information about any known neighbour disputes to the way you have paid your service charges in the past.

As this service is only provided for leaseholders who want to sell, we consider it fair that the cost of providing this service should not be shared out among other leaseholders through the management charge. Only those selling should pay this charge.

Challenging the service charge

Legislation governing service charges says that costs must be reasonable and that the services or work must be to a reasonable standard.

We take care to make sure the service-charge bill you receive reflects your share of costs. 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. It may be possible to deal with your enquiry direct or we may need to get information from another part of the council.

We recommend that you continue to pay for items in the service charge which you are not disputing while we investigate the matter. If you qualify for a loan, you may still apply but make it clear that you do not accept that the charges are right. 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 of reasonable standard.

Service-charge loans

If the total demand for service charges in any one year is more than £1900 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. We secure the loan against your property (that means your home is at risk if you fail to repay it), and charge interest at about the market rate. (This may be higher than that available on special deals from banks or building societies.) We will charge administration expenses on setting up a loan. 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. During normal office hours (9am to 5pm) use 020 8592 7388 (Housing Repairs Call Centre). Or, contact your Community Housing Partnership Estate Officer.

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

Zurich Municipal, our current insurers, 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. Their phone number is 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.

Answers to frequently-asked questions

Q What insurance cover is in place?

We insure the shared parts and the buildings. Leasehold properties are insured on a 'blanket leasehold policy' in your name.

Q What is a blanket policy?

One policy, which covers many properties, that is arranged in the joint names of us and the various leaseholders.

Q Why am I charged a percentage of the cost of replacing windows in shared areas which are broken by vandals?

Our insurance cover for our housing and shared areas of blocks does not include cover for vandalism. At the moment no insurer will offer to cover local authorities for this risk because of the high risk involved. However, this may change in the future as local authorities are continually pressuring the insurance market to extend the cover on offer.

Q What part of the building is insured by my building insurance?

Cover is for the property including any outbuildings, sheds, greenhouses, garages, walls, fences or gates you own. However, it does not include the shared parts of the building, which are our responsibility.

Q After damage by an insured risk, who arranges for the repair?

Once we lease a property it is your responsibility to arrange for any repair or work to the insured property. We are restricted by government laws and the terms of the lease from carrying out work to privately-owned properties.

Q Will my premium increase if I make a claim?

Your premiums will not increase. The premium rate is not directly linked to any one leasehold address. However, any increase in the premium for the blanket policy as a whole will affect everyone on the policy

Q When or how do I pay the insurance premium?

We have a duty to let you know about any alterations to the sum insured or change in the premium when we renew the policy on 29 September each year. We send you a notice, which is the same as a policy schedule issued by all insurers, when we renew the insurance policy. **The notice is for information purposes only and the premium is included in the service charge.**

Q What does the insurance policy cover?

The policy insures the structure of the building, any permanent fixtures and fittings and decorations only. The policy does not cover your furniture or personal belongings. You must make your own arrangements to insure these items.

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 –

Insurance Section, Civic Centre, Dagenham RM10 7BN

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 out the property. If you fail to declare that you have let a property it will put at risk any claims you make on the policy.

You must give the following information to our insurance section.

- Written notice that you are going to let the property, together with your new address.
- The name and address of any letting or managing agent you use or a statement from you advising how the property is to be managed and the number of inspections carried out each year.
- A copy of the signed short-term lease or tenancy agreement and updates provided at each new signing.

See – Your and our rights and responsibilities, Subletting

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. If a property is to be unoccupied for more than 30 days, shut off the water inside and drain down the system if possible. In severe cold weather, you may leave the central heating on to prevent pipes and tanks freezing.

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.

The following shows how we will involve and consult you about issues that affect you.

Tenant participation compact

This is a formal agreement between you and us, which we developed and launched on 30 November 2000 as part of our commitment to increasing local democracy.

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.

Tenants' and residents' associations and community groups

We actively encourage you to join an appropriate association. These are made up of all tenants, residents and leaseholders of a defined area. These also give you the chance to voice your opinions and take part in matters that affect your building and community.

Tenants' and residents' federation

This is open to two nominated representatives from each recognised association or steering group. The federation meets monthly and identifies issues for the Borough Liaison Group agenda.

Community housing partnership boards (CHPs)

These are made up of elected representatives and councillors as well as representatives from groups such as the disabled, ethnic minorities or young people who can be co-opted onto the panels (without voting rights). They meet every month to monitor the way we manage our housing stock. There is a separate panel for each of the six community housing partnerships. (See 'Contacting us and other useful information' for details of your local CHP.)

Informal officer and leaseholder subgroup

We know that you have your own particular concerns and the tenants' and residents' federation take these on board through an informal subgroup where your representatives and our officers meet to discuss issues relevant to you.

Leasehold forums

These meetings are held every six months. The leaseholders set the agenda and chair the meetings.

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

Promoting equal opportunities

Our commitment to you

- We will actively celebrate the many different cultures and backgrounds in our community and the contributions made by various groups in the borough.
- We will actively promote equal opportunities in everything we do. This includes planning and providing services, employing staff, working with other agencies, using contractors and public consultation.
- We will treat all people equally and fairly. This will be part of how we plan and deliver our services.
- We will do our very best to get rid of all forms of discrimination, and racism, both in the services we provide and those provided by others on our behalf.
- We will aim to have a workforce that reflects the community it serves and to create a workplace free of any discrimination.
- We will routinely monitor our services to make sure we live up to our commitment.
- We will oppose racism in all its forms.
- For more information, contact Bill Coomber, Corporate Equalities and Diversity Advisor, on 020 8227 2105 (minicom 020 8227 2685) or by e-mail at bill.coomber@lbbd.gov.uk

Our policy statement on racial harassment

We define racial harassment as any activity which is aimed at depriving anyone of the right to:

- enjoy their homes peacefully; or
- use local facilities;
- because of their race, colour or religious beliefs or those of any member of, or visitor to, their household. We will not accept harassment of any kind.

As well as the distress this behaviour causes to people from ethnic minorities, it damages all our community.

We will take legal action against anyone we find to be harassing a person because of their race, colour or religious beliefs and will work closely with the police and other recognised groups to tackle racial attacks and harassment. You are responsible for the activities of members of your household and visitors to your homes.

Complaints

If you have a complaint, you should first take it up with the department or section that provides the service in question. If you are phoning, ask to speak to the person you dealt with or their manager, as it is best for everyone if complaints can be sorted out early.

If your complaint is about housing repairs, contact 020 8592 7388.

If you are still not satisfied with the answer you receive, make a formal written complaint. Fill in one of our leaflets, 'Having your Say.... How to Comment or Complain about a Council Service' and drop it in at any of our offices or libraries. If you decide to post it, you don't need a stamp. Or, you may fill in the form 'online' at our website www.barking-dagenham.gov.uk and follow the links to sections - About the Council – Comment or Complain to the Council.

When we receive your complaint, we will pass it to the right complaints officer (every department has one) who will arrange for it to be investigated.

We will send you:

- an acknowledgement within seven days;
- the name and phone extension of the person investigating your complaint; and
- the date by which you should receive a reply, which should be within 28 days.

If we cannot meet this target, we will send you a progress report.

We will keep a record of your complaint and give you a reference number to quote when making further enquiries.

If you are not happy with the department's reply, for most matters you can ask the Chief Executive to carry out an independent investigation. You should write to him or her, giving your reasons for appeal, at the Civic Centre, Dagenham RM10 7BN

If you need more help

If you would like some advice about filling in the form, please ask at the office where you picked it up or call on 020 227 2127 (Minicom: 020 8594 8356).

Our complaints procedures are for everybody in our community. If your first language is not English and you have difficulty understanding this leaflet, contact our Language Support Service on 020 8270 4784, or write to:

Language Support Service

The Westbury Centre

Ripple Road

Barking

IG11 7PT.

You can take your complaint to an elected councillor. Every area of the borough has one or more to represent you.

For details, phone 020 8227 2106.

Contacting us and other useful information

Useful phone numbers

Barking and Dagenham Council	
Right to buy – pre-sales	020 8227 2404
General income – Service-charge bills	020 8227 2521
Major work – Capital Works Section	020 8227 5606
Housing repairs call centre E-mail: housingrepairs@lbbd.gov.uk	020 8592 7388
Minicom number	020 8227 5234
Fax	020 8227 5268
Service charge – Calculation E-mail: leaseholdservicecharges@lbbd.gov.uk	020 8227 5716
Tenant involvement E-mail: tenantparticipation@lbbd.gov.uk	020 8227 2581 020 8227 5692 020 8227 2842
Residential conveyancing – selling on E-mail: linda.parker@lbbd.gov.uk	020 8227 3422
Insurance	020 8227 2053
Community Housing Offices	
Becontree Parsloes and Valence wards and River Village and Goresbrook wards Becontree Area Office 2 – 48 Parsloes Avenue Dagenham RM9 5NU	020 8227 5040
Abbey Gascoigne and Thames wards Barking Area Office 127 Ripple Road Barking IG11 7PU	020 8277 3889
Wellgate (Whalebone and Chadwell Heath wards) and Eastbrook Heath and Alibon wards Dagenham Area Office 2 Stour Road Dagenham RM10 7JF	020 8227 2738
Eastbury, Mayesbrook and Longbridge wards Valence Office Valence Depot Becontree Avenue RM8 3BU	020 8227 3523
Others	
Insurance – Zurich Municipal Claims Team	08700 108855
Citizens' Advice Bureau 55 Ripple Road Barking IG11 7NT	020 8594 6715
Citizens' Advice Bureau	020 8592 1084

339 Heathway Dagenham RM9 5AF	
Barking & Dagenham Leaseholders' Association Chair – Mr Andrew Boyd	0208 215 1117
LEASE The Leasehold Advisory Service An independent advice agency, funded by both Government grants and private-sector contributions 70 - 74 City Road London EC1Y 2BJ	020 7490 9580
Benefits Agency Barking 12-14 Wakering Road Barking IG11 8QB E-mail: barking&havering-do@new100.dss.gsi.gov.uk	01708 774000
Ilford Wentworth House 350 Eastern Avenue Gants Hill Ilford IG2 6NN E-mail: lea-roding-ba@dwp.gsi.gov.uk	020 8523 4200
Romford BA 30 Main Road Romford RM1 3HH E-mail: barking&havering-do@new100.dss.gsi.gov.uk	01708 774000

Information booklets and leaflets

Title	Published by
Your right to buy your home	Office of the Deputy Prime Minister
Right to Buy – Service charge loans	Office of the Deputy Prime Minister
Thinking of buying a Council flat? – Things to consider before you buy a flat where the freeholder is a council, housing association or other social landlord	Office of the Deputy Prime Minister
Long Leaseholders – your rights and responsibilities	Office of the Deputy Prime Minister
Applying to a Leasehold Valuation Tribunal – Service charges, insurance, management	Office of the Deputy Prime Minister
Commonhold and Leasehold Reform Act 2002 – Initial guidance on residential leasehold reform provisions	Office of the Deputy Prime Minister
Statement of Cover Building Insurance	Zurich Municipal Insurance Company
Your Guide to the Housing Repairs Appointments Scheme	London Borough of Barking and Dagenham
Your Guide to the Housing Repairs	London Borough of Barking and

Complaints Scheme	Dagenham
Having Your Say – How to Comment or Complain about a Council Service	London Borough of Barking and Dagenham
Home Owners help With Housing Costs (form IS 8)	The Department of Social Security

If you have any difficulty understanding this leaflet, please take it into your Community Housing Partnership office where staff will be happy to help you.

Translated into:

Chinese

French

Punjabi

Urdu

Turkish

Arabic

Polish

Albanian

Somali