

A photograph of a three-story brick residential building with a red-tiled roof. The building has multiple windows and a large glass entrance on the left. A paved path leads from the foreground towards the entrance. There are green lawns and trees in the foreground and around the building.

Ashfield Homes Leaseholder Handbook

Published 2005

“Continued Involvement”

LEASEHOLDER HANDBOOK 2005

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INTRODUCTION

This handbook describes your rights and responsibilities as a leaseholder of an Ashfield District Council property. It also gives details of the Council's and Ashfield Homes' responsibilities, and the services you can expect from both organisations.

This book is for information, it does not replace your lease, but offers general guidance.

This booklet has been produced by Ashfield Homes Limited in consultation with Ashfield District Council.

WHAT IS A LEASEHOLDER AND A FREEHOLDER?

As a leaseholder you have bought the right to live in your property for a fixed number of years – up to 125. The Lease is a legal contract containing both your rights as a leaseholder and the Council's rights as freeholder.

The freeholder (Council) owns the building, which you live in and is responsible for looking after the structure and common areas of the block.

As a leaseholder, you have to pay your flat's share of the Council's costs of maintaining the block and providing services.

The Service Charge is your share of the costs of running the building.

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THE SERVICE CHARGE

Your Service Charge is the money you pay towards the day-to-day running costs of your block of flats.

You do not contribute to the cost of services and repairs, which are provided solely for the benefit of the Council tenants in the building.

Depending on your building, the service charge may cover:

- ◆ Heating, lighting of shared areas and stairways
- ◆ Centrally supplied heating and hot water systems
- ◆ Fire safety equipment
- ◆ Door entry systems
- ◆ Day-to-day repairs
- ◆ Maintenance of open frontages
- ◆ Maintenance of boundary walls and fences
- ◆ Administration
- ◆ Building insurance

Please see your service charge breakdown for an indication of the services your building receives.



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HOW IS THE SERVICE CHARGE WORKED OUT?

The Service Charge is calculated so that every leaseholder bears a fair and reasonable share of the costs of providing each service in their block.

Your share is calculated by dividing the cost of the works for the block of flats by the number of flats:

| | |
|---------------------|---------------|
| e.g. Cost of Works | £600 |
| No. of Flats | 4 |
| £600 divided by 4 = | £150 per flat |



WHEN DO I PAY?

Each year Ashfield Homes calculates the total cost of the services, that have been provided in each block of flats and recovers a proportion of this cost, from the leaseholders through the Annual Service Charge.



The Certificate of Expenditure will show the cost of any major works carried out on your block, which you will have to pay in addition to your Service Charge.

Major repairs could include:

- ◆ Roof repairs and replacement
- ◆ Window replacement
- ◆ Decoration or maintenance of the exterior

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If your flat was bought from the Council under the Right to Buy legislation, you will have received a Section 125 Notice – ‘Notice of Purchase Price and Other Matters’. This document gives details of the purchase price and discount. It lists the possible major works which are expected during the first five years of your lease, and their estimated costs. Within that period, we cannot charge you more than the amount shown in your Section 125 Notice plus an allowance for inflation.

PAYING THE SERVICE CHARGE

You will be sent an annual service charge invoice, which can be paid in monthly instalments. You can arrange to pay by Standing Order, cheque, cash or debit card at a Bank, or to the Cashiers at the District Offices.



If you have any problems paying your service charge, please get in touch with us straight away. If you contact us quickly, we will try our best to help you plan the payments. In the case of major works, you may be entitled to a loan.

If you are on a low income, you may be entitled to Income Support and help with your payments. Contact your local Benefits Agency for details.

Since you have bought your flat, it is your responsibility to finance service charge payments. The Council or Ashfield Homes is unable to waive charges which are lawfully due.

If you do not make payments it could lead to legal action which may put your home at risk.

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GROUND RENT

Your Ground Rent is £10 per year and is a rental paid to the Council. The full amount is due on 1 April each year, and is billed on a separate invoice in April.

INSURANCE

When you buy your flat, buildings insurance cover is automatically provided by the Council. The cost of the insurance is included in your annual service charge.



Insurance provided by the Council is for the structure of the building. You should arrange your own contents insurance to cover your belongings.

If you wish to make an insurance claim, please contact the Insurance Section on 01623 457219, or write to them at

Ashfield District Council
Council Offices
Urban Road
Kirkby in Ashfield
Notts.
NG17 8DA

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REPAIRS AND MAINTENANCE

This section gives a brief guide to our duties to repair your home and of the leaseholder. Ashfield Homes Limited undertakes the repairs on behalf of Ashfield District Council. Full details are set out in your lease.



Where we carry out works as detailed below, a proportion of the costs will be recharged to each Leaseholder of the building.

Our responsibilities

We are responsible for the repair and maintenance of the structure, exterior, and shared parts of your block of flats. This may include:

- ◆ Exterior walls
- ◆ Roof
- ◆ Foundation
- ◆ Timbers and joists
- ◆ Beams
- ◆ Chimney stacks
- ◆ Rainwater and soil pipes
- ◆ Sewers and drains
- ◆ Gas, water and electricity pipes up to the flat
- ◆ District heating
- ◆ Communal hot water systems
- ◆ Lifts
- ◆ External decoration
- ◆ Internal common way decorations
- ◆ Public way windows and doors
- ◆ Communal gardens, paths, walls and fences

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- ◆ Communal grounds and parking areas

Window repair obligations

We are usually responsible for repairing the frames, hinges, locks and handles and the leaseholder is responsible for the glass.

External door repair obligations

We are normally responsible for repairing the doors and frames.

Your responsibilities

Your repairing responsibilities mainly concern the inside of your flat and include:

- ◆ Fittings such as kitchen units and sinks
- ◆ Floorboards
- ◆ Internal non-structural walls
- ◆ Plaster or other surface material on interior walls and ceilings
- ◆ Internal doors and door frames
- ◆ Toilets, baths and showers
- ◆ Radiators, cisterns, tanks, boilers and pipes used exclusively within the flat
- ◆ Gas, water and electricity installations exclusive to the flat
- ◆ Fixture, fittings and internal decorations
- ◆ Responsibility for any leaks or burst pipes, including damage caused to other Council property as a consequence.



How to report repairs

During office hours:

If a repair or maintenance problem is the Council's responsibility, you

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should telephone the Repairs Call Handling Centre on (01623) 457999 Monday to Friday 8.00 a.m. to 6.00 p.m., or write to them at the address listed at the back of this handbook.

All such repairs are assessed on their urgency, and you will receive the same priority as a Council tenant.

Outside office hours:

Only emergencies will be dealt with outside normal working hours. This covers work which must be carried out to avoid danger or serious damage to the building, or to ensure the health and safety of residents.

Outside normal working hours (including weekends) you should telephone 01623 457999

Getting the Council's permission to do repairs

You can redecorate the inside of your flat and replace fittings within your property, but you must not carry out any structural works, for example, building extensions, removing walls, or fitting new windows, without getting our written permission first.

To obtain our permission, write to your local District Housing Office giving as many details as possible about the work you would like to carry out. In most cases, we will not refuse permission unless the work is likely to affect the safety of the building or cause a nuisance to neighbours.

You will also need to check if you require Planning Permission before you begin. If you require planning advice, contact Ashfield District Council's Planning Section on 01623 450000.



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CONSULTATION ON MAJOR WORKS



We must consult you before we begin any major repairs, maintenance or improvements for which you will be required to contribute more than £250, or where a long term contract exists, more than £100 in any accounting period.

In addition when we enter into new agreements with contractors which last more than 12 months, we have to consult you about the choice of contractor.

How you will be consulted

You will be consulted as an individual leaseholder and, if you are a member of a recognised Residents Association, there will also be consultation through your Association.

A written notice listing the work to be carried out will be sent to you. We will also estimate how much it will cost you as an individual. This letter is called a Section 20 Notice.

You will then have one month in which to give any written comments; the letter will tell you where your comments should be sent. If you require more information about the work, the contract details are usually available from our Procurement Section based at our Head Office. Telephone 01623 608888 and ask for the Procurement Section.

Emergency or urgent work, for example, where a roof or chimney collapses, can be carried out without any consultation and the costs can still be charged to you.

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General Leaseholder Consultation & Involvement

We will hold an annual seminar in the autumn to update leaseholders about issues affecting them. This seminar is intended to give leaseholders the opportunity to raise questions to Ashfield Homes' employees and to raise any concerns they have.

Other forms of consultation

Other housing issues affecting your estate or area, as well as broader aspects of housing policy in Ashfield, are discussed at regular meetings of the Tenant and Resident Forum. This consists of representatives from Tenant and Resident Associations, Councillors, and senior staff from Ashfield Homes.

You are welcome to attend your local Tenant and Resident Group. These meet on a regular basis and details of their meetings are available from the Tenant Participation Officer.

Further information is available from the Tenant Participation Officer by telephoning 01623 608921.

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DISAGREEMENTS

The Service Charge

If you disagree with some aspects of your Service Charge, you should at least pay for the part of the charge, which you do not dispute.

A breakdown of the estimated costs for each service is provided to you at the beginning of each financial year.

Please write to us at Ashfield Homes Limited, Broadway, Brook Street, Sutton in Ashfield, Notts. NG17 1AL, or telephone 01623 608888 if you dispute the charge, outlining your disagreement.

Repairs

If you report a repair, that does not get done, or a repair is done badly, phone the Housing Repairs Call Handling Centre on 01623 457999.

The services

If there is a problem with the quality of a service provided, for example, the grounds maintenance, please contact the local District Housing Office, which is responsible for monitoring the services provided to your block.

Neighbours/your estate

Any problems with neighbours, your block, or your estate, should be reported to your District Housing Office.

All contact details can be found at the back of this handbook.

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SELLING YOUR FLAT

You do not need the Council's permission to sell your flat, although the Council must be informed of any change of ownership.



If you have bought your home under Right to Buy, you can sell it whenever you like. But if you wish to sell within the 'discount repayment period' specified below, you will usually have to repay some or all of the discount. The amount you repay will depend on when you made your application to buy.

If you applied before 18th January 2005 and sell within 3 years

If you sell within the first year after purchase, the whole of the discount will have to be repaid. Two thirds must be repaid if you sell in the second year, and one third in the third year. After the third year you can sell without repaying any discount.

If you applied from 18th January 2005 and sell within 5 years

If you sell within the first year, you will have to repay the whole discount. Four fifths must be repaid if you sell in year 2, and three fifths in year 3. If you sell in year 4, you will have to repay two fifths, and you must repay one fifth if you sell in year 5. In addition, the amount of discount to be repaid if you sell within 5 years of purchase will be a percentage of the resale value of the property, disregarding any improvements you have made.

If you sell your home within 10 years, you must offer it to the Council or another social landlord at full market value.

Where you are considering selling the lease on your flat, contact Ashfield District Council on 01623 450000.

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LETTING YOUR FLAT

We have no objection to you letting out your flat, and becoming a landlord, provided that:

- ◆ We are kept informed of any changes in your contact address, and any managing agent's address
- ◆ You make sure your tenants keep to the terms contained within the lease, as you are responsible for their actions

Letting out your flat may affect the Buildings Insurance premium and can affect the risks covered.

If your flat is left unoccupied for more than 30 days in a row, you may no longer be insured against malicious damage to the property, theft or attempted theft, and escape of water from any fixed tank, pipe or appliance.

By law, as a landlord, you are responsible for making sure that gas fires and boilers are kept in good order and checked for safety at least every 12 months. You must keep a record of these checks which must be carried out by a CORGI registered contractor. Details of these can be found in the 'Yellow Pages', and an advice leaflet is sent to you by Ashfield Homes each year to assist you in identifying suitably qualified and experienced trades people.

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BUYING THE FREEHOLD

Long leaseholders of flats now have the right to buy the freehold of the building as a group if they and their building qualify. This is known as 'enfranchisement'. Leaseholders have this right even if the freeholder or landlord does not wish to sell. Once they have bought the freehold, leaseholders can decide for themselves how to manage the building.

To qualify for enfranchisement certain conditions need to be met, which are:

- ◆ The block must contain two or more flats
- ◆ Not more than 10% of the internal floor area must be used for non-residential purposes – for example as a shop or office
- ◆ At least two-thirds of the flats in the block must be leasehold
- ◆ At least two-thirds of the leaseholders must want to buy the freehold

If your block fails in any of the above tests, you will not be able to buy the freehold.

Once the basic terms have been met, other rules apply.

No more than four people can be joint owners of one freehold. In a large building, it may be better to set up a company to own the freehold, or you could choose a third party with no interest in the building.

Further information is available in an Office of the Deputy Prime Minister (ODPM) booklet called 'Residential Long Leaseholders – A guide to your rights and responsibilities', available from Ashfield Homes Business Support Section or from the ODPM at www.odpm.gov.uk.

It is essential that you seek legal advice before applying to buy the freehold of your building.

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RIGHTS AND RESPONSIBILITIES

This section sets out a summary of the basic rights and duties of the Council, as freeholder, and yourself as owner of a leasehold flat. Your lease will give you the exact details.

The Council's responsibilities

The Council has a duty to:

- ◆ Repair, maintain, and redecorate the structure and exterior of the flat, including drains, external pipes and roofs
- ◆ Keep the building insured against fire, lightning, explosion, and other such risks that it is prudent to insure against
- ◆ Manage your block or estate in a proper and reasonable manner
- ◆ Advise leaseholders of the Service Charge for their flats
- ◆ Provide a Certificate of Expenditure showing the actual costs for services to your block of flats over the previous year, and your contribution towards them
- ◆ Consult with leaseholders before undertaking any major works to the building
- ◆ To recover a proportion of the costs from each leaseholder within a building where works are undertaken

We also have the right:

- ◆ Of entry to repair or maintain communal facilities and to fix structural defects having given reasonable notice – in an emergency no notice needs to be given
- ◆ To rebuild, restrict, or develop any part of the block/estate or neighbouring land

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The Leaseholder's responsibilities

As a leaseholder you have a duty:

- ◆ To pay the Ground Rent, Service Charge, and major works costs, as demanded
- ◆ Not to make alterations or additions to the structure, including drains, external pipes and windows, without the Council's written permission
- ◆ To advise the Council of any transfer of lease or mortgage
- ◆ Not to transfer 'part only' of the flat
- ◆ To keep the flat owned by you in good repair
- ◆ To pay a reasonable proportion of any major works carried out to your block
- ◆ To observe the terms and regulations contained in your lease
- ◆ Not to do any illegal act or thing which may be or become a nuisance or annoyance or cause damage to the residents of any part of the building
- ◆ You should ensure that any gas or solid fuel appliances are checked regularly by a competent engineer. We suggest this should be done at least annually.

You also have the right:

- ◆ To information on Service Charges and costs incurred to your block of flats
- ◆ To be consulted about major works affecting your block of flats

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OTHER INFORMATION

Nuisance and harassment

The Council wants all residents to enjoy their home in peace and comfort, free from nuisance and harassment.

Council tenants and leaseholders all have obligations not to cause annoyance to their neighbours.

If you are experiencing any form of harassment, contact your District Housing Office immediately. Housing Officers will be able to provide advice and assistance, or will put you in touch with other agencies who can help.

Safety and security

If you have concerns about the security of your block of flats or estate, your District Housing Office will be able to give you details of any plans to make improvements, for example installing door entry systems or additional lighting. You can also raise any particular concerns through your local Residents Association.

Repossession

If you fall behind in your mortgage payments, you could risk losing your home and becoming homeless.

As soon as you get into difficulty with your payments, it is essential that you seek help. The earlier you ask for help, the greater the chance of resolving the matter and coming to an arrangement with your mortgage company.

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Payment for major works

We recognise that many of our leaseholders find difficulty in paying for major works – however, for the benefit of all, we have to consider the maintenance of our buildings.

When buildings are allowed to deteriorate, putting things right costs more than regular maintenance, to the disadvantage of both leaseholders and the Council.

If we do not undertake major works when they are needed, we are failing in our duty to you.

You will not be required to pay your share of the cost of major works until they have been completed and accepted by us as being of an acceptable standard.

There are several ways you can pay for the work:

- ◆ You can pay us the full amount in one go
- ◆ You can pay in equal monthly instalments to the March of the current financial year
- ◆ Major work over £500 – we may offer you a loan to spread the cost
- ◆ If you have a mortgage – your mortgage company may add the amount to your mortgage
- ◆ You may be able to get a loan from a bank or building society

Since you have bought your flat, it is your responsibility to finance Service Charge payments. We are unable to waive charges which are lawfully due.

If you do not make payments, it could lead to legal action which may put your home at risk.

If you already have a mortgage for your property with a Bank or Building Society, we strongly recommend you see your lender before

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you apply for a Council loan. This is because their terms may be better than those the Council can offer.

You cannot get a Council loan to pay for the monthly service charges.

The Housing (Service Charge Loans) Regulations 1992

Under these rules you may have the right to a Council loan if the amount you have to pay for major work is more than £1,500. You can claim by writing to us within six weeks, of the date you receive your certificate.

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Useful Addresses

Ashfield Homes Head Office

Ashfield Homes
Broadway
Brook Street
Sutton in Ashfield
Notts.
NG17 1AL
Tel No. 01623 608888



District Housing Offices

[(Mon to Fri 8.30am to 5.00pm)(Close 4.30pm on Friday)]

Kirkby in Ashfield Telephone 01623 457266

Council Offices, Urban Road,
Kirkby in Ashfield, Notts. NG17 8DA

Sutton in Ashfield Telephone 01623 457012

Council Offices, Fox Street,
Sutton in Ashfield, Notts. NG17 1BD

Hucknall Telephone 0115 9568720

Council Offices, Watnall Road,
Hucknall, Nottingham. NG15 7LA

Why not visit our web-site at www.ashfieldhomes.co.uk

Ashfield District Council
Council Offices
Urban Road
Kirkby in Ashfield
NG17 8DA Tel 01623 450000

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هەر زانیاریهك دهبارهی ئاشفیلد هۆمس كه به زمانی ئینگلیزی نوسراوه ئەتوانریت بۆ زمانی كوردی تهرجومه بكریت. تكایه داوای زانیاری زیاتر له ئەندامیكی دهستهی فهرمانبهران بکه.

KURDISH

Ashfield Homes 印製的所有英文刊物，都可翻譯成中文。請聯絡本處職員，查詢詳情。

CHINESE

ایشفیلڈ ہومز سے متعلق انگریزی زبان میں دستیاب کسی بھی معلومات کا اردو زبان میں ترجمہ فراہم کیا جاسکتا ہے، مزید معلومات کے لیے برائے مہربانی اسٹاف کے کسی رکن سے بات کریں۔

URDU

અંગ્રેજીમાં લખેલ એશફીલ્ડ હોમસની કોઈ પણ માહિતી ગુજરાતીમાં તરજૂમો થઈ શકે - કૃપા કરી વધારે વિગત માટે સ્ટાફના સભ્યને પૂછો

GUJURATI

Wszelkie informacje dotyczące Ashfield Homes napisane po angielsku mogą być przetłumaczone na język polski - o dalsze szczegóły proszę zapytać osobę z personelu.

POLISH

Any Ashfield Homes information is available in large print, audio, Braille and other languages. Please contact Jeanette Worthington, Tenant Participation Officer on 01623 729324 or Text phone 01623 457147.