

REDDITCH BOROUGH COUNCIL



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a
difference*

www.redditchbc.gov.uk



LEASEHOLDER HANDBOOK

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1.

The aim of this handbook is to provide you with an overview about your lease.

For more guidance on topics featured in this handbook, please refer to any supplementary site specific information or give us a call.

Ways to contact us

01527 587000

Our phone lines are open from 9.00am - 5.00pm Monday - Friday.

Email:
neighbourhood.tenancy@
bromsgroveandredditch.gov.uk

Or you can visit our website:
www.redditchbc.gov.uk



2.

The lease is a formal legal contract between you (the Lessee) and us (the Landlord); which sets out both yours and our rights and obligations in relation to your leasehold property.

If you are looking for more information and specific details about your property, please look at your lease. Your solicitor should provide you with a copy of the lease at the point of purchase.

However, if you do not have a copy, we can provide one but there will be a charge for this service. You may also obtain a copy from Land Registry.

Understanding the legal words used in your lease

Below are some terms that you may see in your lease with an explanation of what they mean:

- **The building** - your house, flat or maisonette will be part of a building and therefore you will have to contribute to the maintenance of this building
- **Common parts** - the parts of the building that you share with other people in the building, for example entrance halls, staircases and gardens
- **Covenant** - rights and/or obligations
- **Demised premises** - the part of the building that has been sold to you and is your responsibility
- **Exceptions and reservations** - rights the landlord keeps over your home
- **Landlord or Lessor** - the person or company that owns the land and building. The Landlord (or Lessor) is usually entitled to receive ground rent under the terms of the lease and will eventually own the property when the lease comes to an end
- **Lessee** - the person who owns the lease (Lessee) or sub lease and has the right to live in the property.

Length of lease

If you are the first person to buy the property the lease will normally be for 125 years. Any future owners will take over the number of years left on the lease at the time they buy the property.

Main terms of the lease

The main sections of your lease give you information on the following:

- A description of your property; which sets out the boundaries and areas you are responsible for and those we are responsible for
- How your rent or service charges are calculated
- Details on how the rent or service charges are reviewed, and the items included in the service charges
- An explanation of legal rights and responsibilities

Your responsibilities under the lease

- To live in your home for the length of the lease
- Pay your service charges on time according to your lease
- If you are a Shared Owner, pay your rent on time according to your lease
- Pay your ground rent
- Pay all taxes and charges due
- Maintain and repair the inside parts of your home and your garden (if applicable)
- Allow us, or our contractors, access to carry out work needed to your home
- Not change the outside or inside of your home without our permission

- Not use your home as anything other than as a private home
- Not cause a nuisance or harass other people.
- Not to sublet your home to anyone else without our express permission
- If you live in a flat you may be able to keep a pet with our written permission (some leases do not allow pets at all)

Our responsibilities under the lease

If your home is part of an estate which is managed by a private management company, some responsibilities may belong to the management company or may be shared between them and Redditch Borough Council .

If you live in a flat and own part or all of your home, our responsibilities are to:

- Maintain the structure and outside of the building
- Maintain the shared areas and keep them clean and well lit.

Right to Buy Leaseholders

Repayment of Discount

We have a **legal charge** on right-to-buy properties for **five years** from the date you purchase; therefore a proportion of the discount will need to be paid back to us accordingly if you decide to sell your home within the first five years.

Any **re-mortgage** or secured loan within the five year period must be for **home improvements only** (under the conditions of the Housing Act 1985 as amended by the Leasehold Reform, Housing and Urban Development Act 1993).

You will need to send us written estimates for the full amount of the extra borrowing. We can give permission for a secured loan or re-mortgage outside the five year right-to-buy period. **You must ask us in writing for permission** and clear any debts you have with us first.

Right of First Refusal

We have a **legal charge** on right-to-buy properties for **10 years** from the date you buy them; therefore if you wish to sell within ten years of purchasing you will need to offer the property to Redditch Borough Council.

Sub-letting

You will need to check your Lease to establish if you are allowed to sublet your home or not. In most cases Shared Ownership Leases, as an affordable product, are not able to sublet. Subletting your home without our permission is very serious and we will take legal action against you if you break this term of your lease.

You may be able to rent out a part of your home while you continue living in the property - for example by taking in a lodger.

For further information and advice please contact our Tenancy Team on 01527 587000 or neighbourhood.tenancy@redditchbc.gov.uk

If you are entitled to sublet your home, you must provide us with your correspondence address and telephone number, or if relevant, the name and contact number of the agent looking after your home. Annual gas safety checks and electric checks to protect your tenants remain your responsibility. You will also be required to provide a gas safety certificate and energy performance certificate to any new tenants.

Extending your lease

Under the Leasehold Reform Housing and Urban Development Act 1993, you may be entitled to extend your lease. You will need to seek independent legal advice regarding your lease and any associated costs will be payable by you.

Building Insurance

Redditch Borough Council insure all areas of the building which are our responsibility under the terms of the lease.

The buildings insurance does not cover your home contents and you will need to arrange your own insurance for this purpose.

If you need to make a claim under your buildings insurance policy, you should contact the insurer directly. You will be provided with policy information annually.

Adding a partner

If you wish to add a partner to your lease, you may be able to do so. Please contact us for further details. Please note this process may require a solicitor that you will be obliged to pay for.

Ground rent

You will usually pay ground rent every year to the owner of the land on which your home is built.

Your lease will let you know the amount of ground rent you must pay. Right-to-buy leaseholders pay ground rent each year.

Information on Your Lease

If you need a copy of your lease please go to www.gov.uk/government/organisations/land-registry and you will be able to download a copy there, for a small fee.

3.

Service Charges are payable to us under the terms of your lease. These charges must be paid according to the timescale set out in your lease.



How do we calculate your service charges?

You would normally expect to pay service charges if you live in a flat or house that has shared areas. You may also be expected to pay an amenity charge if your lease requires you to do so.

Charges are based on the cost of the services you receive, and in accordance with the terms of your lease. Each year we will write to you with estimated charges for the financial year starting in April. We will send you a Statement of Account in autumn the following year to show you the actual costs of providing the services. If the actual costs are greater than the original estimated costs, then the difference is payable

by you. Similarly, if the actual costs are less than the original estimated costs, a refund may be due to you (a credit may be applied to your account).

Examples of the services we provide include:

- Cleaning the shared areas and paying for shared utilities.
- Maintaining shared gardens, parking areas, unadopted roads and sometimes the upkeep of the estate that your home is in.
- Lifts, entry-systems, TV aerials, fire alarms.
- Repairs and maintenance of shared areas.
- Buildings Insurance - [See Section 2 of this handbook for more information.]
- Sinking Fund or Reserve Fund Contributions - This fund is a pool of money payable under the terms of your lease over many years to cover future costs (for example, major works).
- Private management company charges - 'If your home is on an either partly or fully managed by a private management company (other than Redditch Borough Council) , they may charge Redditch Borough Council directly, then we will recover these costs from you .
- Administration/Audit charges.

4. WAYS TO PAY

Ways to pay

You must pay in line with the terms of your lease.

Redditch Borough Council offers a variety of ways to pay.

We recommend Direct Debit as the easiest and quickest way to make a payment on a regular basis.

If you want to discuss paying service charges please contact the income team on 01527 534020 or email income@bromsgroveandredditch.gov.uk.



Problems paying service charges?

If you are having problems paying your service charge, contact the Income team as soon as possible on 01527 534020 or email income@bromsgroveandredditch.gov.uk.

Don't ignore it - the longer you leave it the bigger the problem will become, the sooner you get in touch the sooner we can help.

Citizens Advice Bureau offer independent, free and impartial advice - you can check where your local bureau is and what time it is open on the Citizens Advice Bureau website:

www.citizensadvice.org.uk

It remains **your responsibility** to claim for benefits. If arrears build up because you have not applied for, or have not given the required information, you are still responsible for paying the full charges.

Not paying your service charge could result in the forfeiture of your lease, by this we mean you may lose your home.

If you do not contact us, we will write to you asking for payment. If you still do not pay or contact us to make an arrangement to clear your debts, there are several courses of action that we may take, including:

- If you have a mortgage, we may approach your lender to clear the debts on your behalf. The lender will then have to pay us and the amount owed will then be added to your mortgage as arrears

- If you do not have a mortgage we will take action through the courts to get a county court judgement, or get a money judgement order. Any action we take could affect your credit rating in the future.

5. REPAIRS & MAINTENANCE - YOUR RESPONSIBILITIES

When you move into a property owned by Redditch Borough Council, we will undertake maintenance and repair on all communal areas owned by us. All repairs and maintenance work inside your flat are typically the responsibility of the leaseholder, please consult your lease for further details if you are unsure of your responsibilities



Examples of day to day maintenance that usually remains your responsibility include:

Household maintenance

- Replace locks or keys if they get damaged, broken or lost.
- Replace broken or cracked windows or doors.
- Adjustment of internal doors to clear all types of floor covering.
- Repair or replace internal door catches, handles, hinges, shelving and drawers e.g. kitchen cupboards.
- Fit and maintain curtain rails, blinds and hooks.
- Fit internal waste pipes and pipework for washing machines and dishwashers.
- Maintain any fixture, fitting and appliances that you have supplied and fitted e.g. cookers and fridges.
- Take appropriate action to prevent all water pipes from freezing and bursting.
- Clear blocked sinks, basins, baths and toilets.
- Repair or replace broken toilet seats.
- Replace plugs and chains for sinks, hand wash basins and baths.
- Descale shower heads and any other bathroom fittings.
- Replace lightbulbs, fluorescent tubes and electric plugs and reset trip switches.
- Clean extractor fan.
- Test smoke detectors.
- Maintain all decoration in your home to a reasonable standard including filling minor holes and cracks in plaster.
- Take steps to prevent and control condensation preventing black mould.
- Arrange to repair and make good any damage that has been caused by you, or a member of your household.

REPAIRS & MAINTENANCE

Major Works and Long-Term Framework Agreements

Redditch Borough Council carries out major works in order to maintain and improve our housing stock. We may carry out major refurbishment works to your block, which could include items such as windows, brickwork, roofs, decoration and other replacements or improvements we've assessed as appropriate.

Redditch Borough Council has a legal obligation to inform you of any repair works which will cost you over £250.00. We will write to each Leasehold about these proposed works, known as a Section 20 notice. You will have your opportunity to send us any observations in writing. Please refer to your lease regarding payment terms for these works.

For lease advice please see www.lease-advice.org/advice-guide/section-20-consultation-council-other-public-sector-landlords/

Outside

If your lease gives you an external area as part of your demised premises, you will be responsible for the maintenance of this area. Please refer to your lease for clarification of your obligations.

If Redditch Borough Council need to carry out work to this area, **we will seek your permission to do so in circumstances where there is no emergency or health and safety risk.** The work will be re-charged separately to your service charges.

Please note: Section 20 Notices do not apply to works where the area is demised to the leaseholder. This work does not fall under 'Qualifying Works' where a Section 20 Notice could be issued.

Making alterations to your home

If you want to carry out home improvements you should complete a Redditch Borough Council Alterations and Improvements form to get written permission before you start. This includes adding gas/electrical items to your home or fitting laminate flooring; you will be responsible for maintaining these improvements.

Contents Insurance

We advise all of our tenants to take out contents insurance to protect their possessions from damage within the home.

It is your responsibility to report repairs and maintenance issues in communal areas owned by Redditch Borough Council.

You can call us on 01527 534074 to report a repair or request an alterations and improvements form.



6.

Please contact Redditch Borough Council at legalpropertyteam@bromsgroveandredditch.gov.uk or Legal Property Team, Town Hall, Redditch, B98 8AH to notify us that you are selling your lease as you will need to give us notice about any change of registration of legal charge or mortgage.

A notice of assignment may be required to notify Redditch Borough Council that you are selling your lease. This is a legal requirement under the terms of your lease. When Redditch Borough Council is advised a sale is due to complete, we will check for any outstanding charges that are owed. Outstanding balances must be cleared before a sale is completed.

Redditch Borough Council will also charge an administration fee for answering solicitor's leasehold enquiries. Leasehold sales are complicated. We recommend that you use a solicitor - please contact us for more information.

Right to Enfranchisement

In certain circumstances you may have the right to jointly purchase the freehold of the building where you have a lease. This may be the case if at least two thirds of the properties in your building have been sold on long terms leases. Please seek further independent legal advice to establish if you qualify for this scheme.



7.

Where you live and your neighbourhood impacts on your life and how you live it.

We want you to enjoy your home, so to make your environment a pleasant and safe place to live, please remember the following:

- Please make sure you, your family or visitors do not cause a nuisance to others living nearby
- Set the volume on your television or sound system so it is not too loud for neighbours
- Try to avoid using your washing machine or vacuum at night time
- Make sure you and your visitors' only park in bays allocated to you and not others spaces
- Please dispose of any household waste responsibly.
- Pets are not normally allowed in flats or apartments (some special permission may be granted). Please refer to your lease in the first instance or contact us
- Ensure all windows are shut and doors are locked when you leave your property - this is very important if you live in a flat as you could be compromising others security as well
- Ensure you know where your gas safety meter, gas taps and stop cock are, as well as any emergency procedure you may need to follow. If you think there is a leak turn off all appliances and report it immediately
- Make sure you know what to do in your building if a fire breaks out and follow the emergency procedure carefully. If your exit is clear leave the building immediately, alerting any neighbours and contact the fire service
- Do not use communal areas as storage facilities for any items including pushchairs or bikes. Redditch Borough Council is responsible for maintaining some of the public areas around where you live. They carry out work such as:

- Removing litter from the streets and paths
- Cutting grass and maintaining shrubs and trees
- Removing untaxed and abandoned vehicles
- Removing graffiti from our properties
- Maintaining lighting in open spaces and maintaining paving outside.



8.

We want to hear what you have to say

Tell us about it

Redditch Borough Council is committed to providing quality housing services. To do this we need to know what's good, what could be improved and what you think about what we do. We know that in any service things can go wrong and, when they do, we need you to tell us about them. That way we can make sure we work to do better in the future.

Please remember that complaints that relate to issues that are over twelve months old will not be accepted and dealt with as part of the complaints procedure.



Giving feedback

If you would like to complain or compliment us please go to the following link on our website where you will be able to give your feedback.

www.redditchbc.gov.uk/letusknow

Compliments and comments will help staff know they are doing well and that their efforts are worthwhile. Everything you say will be passed on to the people concerned.

What is a complaint?

A complaint is any expression of dissatisfaction, however made, about the standard of service, actions, or lack of action, by the Housing Service, its own staff, or those acting on its behalf (such as a partner or contractor), affecting an individual resident or group of residents and that requires a response.

A complaint could be in relation to any of the following:

- There has been a significant delay in providing a service.
- We have made a mistake in the way we provided a service.
- We have failed to deliver a service: this could relate to the quality, standard or service level.
- We have not listened properly.
- Our processes or policies have not been followed.
- Our legal or regulatory obligations have not been met.
- We have not delivered against a commitment or promise.
- Our staff have been rude, inappropriate, or unprofessional.

What is not considered a complaint?

Where a resident or service user has expressed their dissatisfaction with the Housing Service, but it is not appropriate to follow this standard or the Corporate Complaints Policy. The resident or service user will be advised of this at the earliest possible opportunity and given information about any alternative procedure.

Such occasions are:

- Where the matter is survey feedback, a request for service, work to be done or information - these requests alert us to work to be done and only become a complaint if we do not deal with them appropriately and within the agreed timescale.
- Appeals processes against a decision made - for some services there are alternative statutory appeals, tribunal processes or other policies in place which must be used rather than this Standard or the Corporate Complaints Policy. Examples include but are not limited to Decisions under Part 6 & 7 of the Homelessness Act, Landlord's decisions to end an Introductory Tenancy.
- Where dissatisfaction with a decision or judgment is expressed in the absence of any fault or failure on the part of the Housing Service, such as those listed in section 4.
- Complaints about Councillors and Members of Parliament (MP's)
- Complaints made more than one year after the resident or service user became aware of the issue (unless there are exceptional circumstances), due to the passage of time.
- Staff personnel issues, such as discipline, grievance, recruitment, and selection.
- Allegations of fraud, theft, or corruption by a member of staff.

Making a complaint

You can complain by:

- Letter: Senior Reviewing Officer
Review and Improvement
Redditch Borough Council
Town Hall
Walter Stranz Square
Redditch
B98 8AH
- Email: housingreviewsandcomplaints@bromsgroveandredditch.gov.uk
- Online: www.redditchbc.gov.uk/letusknow
- Phone: 01527 64252

As part of the complaints process we will aim to meet with all complainants.

Our Complaints Policy is also available online at www.redditchbc.gov.uk

We regularly monitor complaints, compliments, and satisfaction to drive learning and continuous improvement and we actively encourage resident involvement in this process. If you would like to become more actively involved in your community please contact 01527 587000, email neighbourhood.tenancy@redditchbc.gov.uk or speak to your Neighbourhood and Tenancy Officer.

9.

Legal Advice

LEASE is the Leasehold Advisory Service, and is a Non- Department Public Body (NDPB) funded by Government to provide free legal advice to Leaseholders, Landlords, Professional Advisers, Managers and others on the Law affecting Residential Leaseholders in England and Wales.

LEASE is funded by the Department of Communities and Local Government (DCLG). They can provide advice by telephone, by letter or email, or in person at the office; they public a wide range of free advice notes.

For further information please visit <http://www.lease-advice.org>

Leasehold First Tier Tribunal

The Leasehold First Tier Tribunal (LFTT) is the formal name given to the tribunal appointed to make decisions on various types of dispute relating to residential leasehold property.

The LFTT is independent of the parties to an application and cannot give legal advice.

Leasehold disputes

On an application to the LFTT, it can determine:

- The liability to pay a service charge and administration charge and by whom; to whom; how much; and when a charge is payable
- Whether to dispense with or to modify the landlord's requirement to consult with leaseholders before carrying out major works

and recharging leaseholders for these works via the service charge

- Whether an administration charge should be varied
- Whether an estate management charge should be varied
- Whether to vary long leases of flats
- Whether a right to manage company is entitled to acquire the right to manage on the relevant date
- Whether a right to manage company is entitled to acquire the right to manage where the landlord is missing
- The amount of costs incurred by the landlord (or other party to the lease, other than the landlord and tenant) or a manager appointed in association with the exercise of the Right to Manage
- The amount of accrued uncommitted service charges to be paid by landlord/third party/manager to a Right to Manage company
- Whether to appoint a manager of premises containing flats and who that manager should be
- Whether there has been a breach of a covenant or condition in a lease of residential property.

How is an application made to LFTT?

Application forms are available from the Regional Offices and from www.justice.gov.uk

The Local Regional Office for your area:

City Centre Tower, 5-7 Hill Street, Birmingham B5 477

Tel: **0121 600 7888**

Fax: **01264 785 122**

Email: rpmidland@hmcts.gsi.gov.uk