

# Information for Leaseholders

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## Your Lease Explained

Your rights and obligations are set out in your lease but not all leases are the same, so please look at your own lease agreement to check what it says. Contact our Leasehold Officer if you need any more information on 01229 876 478.

### What is a lease?

The lease is the legal agreement between you and the Council. Your lease is an important document as it sets out your rights and responsibilities as a leaseholder and those of the Council as freeholder.

When you buy a flat in a council block, you purchase a leasehold interest and the Council keeps the freehold interest. As a freeholder, the Council owns the land on which the property is built and charges a ground rent as part of your Service Charge.

The lease says which parts of the property you own and what rights over communal land you have acquired. This is called the 'demised premises' and will be identified by address and by a plan or plans attached to the lease.

### Can I get a copy of my lease?

If you have lost your lease and you have a mortgage, you should contact your mortgage lender. They should be able to give you a copy.

The Land Registry will also hold a copy. A fee may be charged for providing a copy of the lease by the Land Registry (contact details on the back page).

## Can I vary my lease?

Application by any party to a long lease:

- Lease can be varied at any time with the agreement of all parties concerned. However, if agreement cannot be reached you may be able to apply to the First-tier Tribunal (Property Chamber) to vary your lease (contact details the back page).

Any party to the lease (including the landlord) can apply to the First-tier Tribunal (Property Chamber) to vary it if the lease does not make proper provision for (among other things):

- The repairs or maintenance of the flat, the building or any land or building which is let to the tenant under the lease and any installations or services
- The insurance of the building containing the flat or any land or building let to you under the lease
- The recovery of expenditure under the lease, or
- The calculation of the service charges payable under the lease

## What are the Council's responsibilities as a Freeholder?

The Council will maintain and keep the property in good and substantial repair and condition, including:

- Main structural parts of the building including the roof, foundations, walls, gutters and rainwater goods (but not wall plaster)
- Shared gas, water pipes, drains and electric cables and wires which serve more than one home
- Soil pipes and Foul drains – Initial repair request should be directed to United Utilities on 0845 746 2200
- Inspection chambers, covers, waste pipes etc
- Lift and door entry system
- Communal hallways, corridors, stairways, entrances and other shared internal spaces
- Communal paths, open spaces and other shared external areas or structures
- Shared TV aerials
- Balconies

## The Council will:

- Provide adequate lighting and clean the corridors, landing, staircases, entrances and other communal areas
- Decorate the exterior of the building eg timber doors and frames, timber window frames, external masonry, guttering and rain water pipes (The Council is not responsible for repairs or replacement of rotten timber prior to painting)
- Decorate and maintain common parts (stairs and passageways)
- Insure the building and carry out repairs to it following loss due to structural damage caused by fire or flood
- Consult with you concerning certain repairs (In line with Section 20 of the Landlord and Tenant Act 1985 {as amended in S.151 of the 2002 Act})

## What are my responsibilities as the Leaseholder?

You own and are responsible for the maintenance and repair of everything inside your home or which relates solely to it. This includes:

- Internal walls, plasterwork, ceilings and floor surfaces - unless affected by damp
- Tanks, cisterns, drains, pipes, ducts, conduits, plumbing and wiring which serve your home only
- Windows, window frames, glass and window furniture (handles, locks etc)
- External doors, frames, glass and door furniture (letterbox, handle etc), including shed and bin store doors
- Internal doors and door frames
- Gardens and steps if they are used only by you
- Boundary hedges, fences or gates outlined as yours in the lease
- Internal fixtures and fittings unless they belong to the Council – for example, an entry phone handset and system or a communal TV aerial and socket might be a Council fixture
- Internal decoration
- Gas supplies and appliances
- Servicing of all gas/solid fuel heating appliances within your flat and sweeping of any flues servicing these appliances
- Space/water heaters and meters
- Internal water supplies

### As a Leaseholder you must:

- Pay all Service Charges due under the terms of your lease for annual services, repairs, ground rent, administration fees and insurance
- Keep your home in good repair, including internal decoration
- Keep your home in a clean and orderly condition
- Allow the Council or its workmen access to your home if given reasonable notice or in an emergency
- Advise the Council of the name and address of your mortgage lender

### As a Leaseholder you must not:

- Make alterations to the building without the Council's prior consent
- Use the building for business purposes
- Cause a nuisance or annoyance to neighbours, or let other members of your household do so
- Cause damage to the building or fix machinery, TV or radio aerial to the building

## What are Service Charges?

Service Charges are variable and cover the cost of all services provided by the Landlord. These include cleaning, maintaining and repairing the exterior and communal parts of the building. Leaseholders are required to pay their proportion of these costs.

Many of the Council's blocks and estates have both tenants and leaseholders living in them. As leaseholder, you are not charged for the cost of repairs to tenants' homes. You are responsible for paying your share of the Council's costs for repairing the exterior and communal areas and the actual amount you pay each year will vary from block to block and year to year.

### I have recently purchased my property under the Right to Buy scheme. How is my Service Charge worked out?

Any leaseholder buying under the Right to Buy scheme will be given an estimate of the service charges and repair costs during the first five years. Once this estimate has been given, your Service Charge invoice cannot exceed this amount apart from by an amount equal to inflation.

If the estimate exceeds actual costs, actual costs only will be charged.

This protection lasts for the first five years only and will not be renewed on expiry, regardless of whether the property has been re-sold during that period.

If you purchased your property mid-financial year, the charge is apportioned to 31st March.

### What is included in my Service Charge?

Service charges are made up of a number of different items. The main items are listed below, however, not all items will be charged to every home, for example, some blocks do not have a door entry system. Check your lease to see which items you pay for.

- Communal ground maintenance  
This covers gardening, grass cutting and general maintenance of landscaped areas
- Communal areas - this includes:
  - the cost of cleaning the communal areas;
  - the cost of the electricity used for lighting the communal areas; and
  - maintenance of smoke alarm system
- Repairs and maintenance to the block  
This covers the cost of labour and materials for carrying out general repairs to your block
- Communal door entry maintenance  
Annual maintenance contract costs for entry control system
- Communal aerials and satellite systems  
This covers the cost of maintenance of any communal aerials or satellite systems
- Ground rent  
This is the rent charged to every leaseholder by the Council and it is due yearly in advance. The amount is stated in your lease.
- Management and administration

This covers the Council's costs for managing its leasehold properties. It covers the staffing and office costs of the Admin. Section and the estate management service that is provided to leaseholders by staff from the Housing Service.

- Major repairs

Read Repairs and Improvements section.

Some costs are charged to leaseholders at a fixed rate set each year, for example:

- Insurance - Your share of the Council's insurance premium for buildings insurance. This includes the insurance premium and the insurance administration fee. More information below.
- Leaseholder management and administration

### **Do all leaseholders pay the same amount?**

No, although leaseholders pay the same ground rent, service charges for each block can be different.

You will be charged an equal share of that block's costs, i.e. if there are eight flats to the block you will be charged one-eighth.

## **Insurance**

Westmorland and Furness Council has to insure the whole building. This is the normal arrangement for buildings divided into a number of units, since it is important that there should be one single insurer covering the risks to the building as a whole.

You are recharged a proportion of the insurance costs relating to your flat. This charge appears as an item on your annual service charge. The building insurance policy covers loss or damage caused by:

- Fire, lightning, explosion or earthquake.
- Aircraft
- Storm, tempest or flood.
- Escape of water, frost damage and oil.
- Subsidence, landslip and heave
- Damage by falling TV/radio aerials, trees.

The current blanket policy is issued by Zurich Municipal, a division of Zurich Insurance PLC. The excess on the policy is £nil except in the case of Peril 9 subsidence claims, where the excess is £1,000.

The costs of the insurance may be challenged before or verified by the First-tier Tribunal (Property Chamber) in the same way as Service Charges.

Other properties in the same block that are still occupied by Council tenants are insured under a separate policy.

If you have any queries or to make a claim, call 0800 028 0336 or email: [farnboroughpropertyclaims@uk.zurich.com](mailto:farnboroughpropertyclaims@uk.zurich.com)

The Council can provide you with a copy of the Policy on request.

You are responsible for insuring the contents of your home and you are strongly advised to insure against the loss, theft or damage of your belongings.

## Are there any changes that I need to notify the Council of?

The policy states that you must notify the Council of any changes which may affect the insurance arrangements.

These include:

- Improvements which affect the insurance valuation of the property
- Sub-letting
- Multi-occupancy
- Lodgers
- Unoccupied property
- Changes in the terms of the lease
- Transfer of interest
- Changes of other interest e.g. mortgagee making the mortgage payments

Insurance premiums are based on the sum insured for each individual property.

## Who insures my contents?

Many tenants and leaseholders believe that the Council automatically insures their furniture, belongings and decoration against fire, theft, vandalism or water damage such as burst pipes.

This is not the case and we strongly advise that all tenants and leaseholders take out contents insurance for their home.

The Council manages a low-cost scheme for its customers - call 01229 876488 for more information.

## How to pay your Service Charge

### How do you collect my Service Charge payment?

Each year you will receive:

- in April: an invoice for ground rent, building insurance and estimated service charges for the forthcoming financial year; and
- by September: a statement showing the actual cost of services/major repairs and the estimated cost already billed from the previous financial year.

The difference, an under or overcharge, will be shown as an adjustment on the statement and, if applicable, will be due for payment within 30 days.

### How do I pay my Service Charge?

Leaseholders will be expected to make payment on these bills within 30 days of their receipt.

We provide a range of payment options:

#### Direct Debit

You can choose any monthly payment day, fortnightly (Thursday) or four weekly (Thursday) to be taken directly from your bank account. Download a Direct Debit form from our website: [www.westmorlandandfurness.gov.uk](http://www.westmorlandandfurness.gov.uk) - choose 'Make a Payment to Westmorland and Furness Council' - 'Other Payment Methods' - 'Direct Debit'. Download a mandate for Housing Rents and Service Charges and return it completed to us (address on back page).

Alternatively, ring us on (01229) 876478, email: [housing@westmorlandandfurness.gov.uk](mailto:housing@westmorlandandfurness.gov.uk) or call into the Town Hall.

### **Credit/Debit Card Payment hotline**

Payments can be made instantly over the telephone on (01229) 876390. Accepted cards: Visa Credit/Charge • Visa Debit • Mastercard • Switch. Pay as 'Housing Rents'.

### **Touchtone Telephone**

Touch Tone is an automated service that allows you to pay by credit or debit card over the telephone—24 hours a day. The number to call is 0845 603 1510 and is a lo-call number which means that calls are charged to you at local rates. Select 'Housing Rents' and voice prompts will guide you through from entering your account number to authorising your card payment. Accepted cards: Visa Credit/Charge • Visa Debit • Mastercard • Switch. You will require your account number.

### **Post Office or Paypoint Outlets**

Payments can be made at any Paypoint outlet and all Post Offices anywhere in the UK. Take your barcoded letter/statement with your payment - the barcode will be scanned when you make payment.

**Always ask for a receipt and keep it safe as this is your only proof of payment.**

If your letter becomes damaged and cannot be scanned, please contact us for a replacement.

### **Internet**

Payments can be made 24 hours a day on the Council's website:

<http://www.westmorlandandfurness.gov.uk>, through 'Make a Payment to Westmorland and Furness Council' link and choose Pay Now Online and select 'Housing Rents'.

### **Internet Banking**

Payments may also be made directly into the Council's bank account with Nat West, account no. 37973517, sort code 01 04 66, Account Name: Westmorland and Furness Barrow Income Collection.

### **Post**

Cheques should be crossed and made payable to 'Westmorland and Furness Council'. Post-dated cheques will not be accepted. Please write the relevant Account Number on the reverse of the cheque; a receipt will be generated and returned to you. Post your payments to the Director of Finance, Town Hall, Barrow-in-Furness, Cumbria, LA14 2LD. Please do not enclose cash; the Council does not accept responsibility for any losses of cash sent through the post.

### **Standing Order**

Payments are made directly from your bank account. A standing order request form can be obtained by ringing (01229) 876488 or emailing: [housing@westmorlandandfurness.gov.uk](mailto:housing@westmorlandandfurness.gov.uk) or call into the Town Hall.

**Please make sure you keep all receipts safely as proof of payment**

Disputes cannot be investigated without proof of payment

Please remember to quote your 10-digit account number when making payments.

### **What if I am having difficulty paying service charges?**

Please contact the Leasehold Officer on 01229 876478. The sooner you contact us, the sooner we can help you arrange a payment plan. Concerned homeowners will be able to go

to <http://www.direct.gov.uk/mortgagehelp> or contact the National Debtline on 0808 808 4000 for impartial advice.

## **What happens if I do not pay my Service Charge?**

When you receive your notice, you will have 30 days from the date of the invoice to pay the amount due.

If you do not pay within 30 days, we will send you a reminder letter.

If you still do not pay the outstanding amount, we may have to take legal action to recover the debt.

- **Legal Action**

You must not ignore any letters that we have sent you about taking legal action against you to recover the service charge debt. You should get independent professional advice from a citizen's advice bureau, a law centre or a solicitor.

- **Court Action**

We must protect our interest in the property, and even though we take legal action as a last resort, sometimes it does happen. If the court rules against you, you will have to pay your service charge plus costs and interest. Legal action could result in problems getting credit, an order to sell your home, bankruptcy or 'forfeiture' (losing) the lease. You should avoid this if at all possible.

- **Forfeiture**

Forfeiture (losing your lease) is very serious. If your lease is forfeited you could lose your home. You will still have to repay debts that you have against the property, such as mortgage or service charges.

There may be time when, for one reason or another, you will not be able to pay your service charge.

If this happens, you will be breaking the conditions of your lease and you should contact the Leasehold Officer immediately on 01229 876478.

## **Questioning Service Charges**

### **What if I have a question about my annual invoice?**

If you have a query about your service charge invoice, please contact the Leasehold Officer on 01229 876478.

### **What if I don't think I am getting a good quality service from the Council?**

Raise your concerns with the Leasehold Officer as soon as possible. Please do not wait until you receive your annual service charges invoice before raising problems since the annual bill could relate to services provided over a year earlier.

### **What if I don't think that the Council is using the service charges efficiently or effectively?**

If at least two-thirds of the leaseholders in a block agree, they can hire a qualified surveyor, architect or valuer to carry out a management audit. The leaseholders must pay for this.



## What if I want to question the amount I have been charged?

We are committed to providing value for money services. However, if you are unhappy with any of the items shown on the invoice, please contact the Leasehold Officer who will respond to your query within 10 working days.

Leaseholders have a legal right to request a written summary of the costs included in the service charges. The request must be made in writing and can only relate to the current or last annual period.

The Council must respond to such a request within one month or within six months from the end of the accounting period if this is later.

Once the summary has been received, you have up to six months to ask to inspect and copy any relevant accounts or receipts, giving the Council 21 days' written notice. We must provide the summary and a place to look at the documents free of charge, although we may make a reasonable charge for copying documents and recover on the next service charge invoice.

## What can I do if I think the service charges are unreasonable?

Contact the Leasehold Officer on 01229 876478 and give your reasons why.

If you are still unhappy with the costs, you also have the right to challenge service charges at the First-tier Tribunal (Property Chamber). The Tribunal is an independent body that will assess whether the Service Charge is payable under the lease and whether the costs are unreasonable. It hears both sides of the dispute and gives a decision based on the evidence, judgement and experience of the Tribunal members.

Applications to First-tier Tribunal (Property Chamber) are subject to application and hearing fees to a maximum of £500.

Contact details for First-tier Tribunal (Property Chamber):

- Tel: 0161 237 9491
- Email: [rpnorthern@hmcts.gsi.gov.uk](mailto:rpnorthern@hmcts.gsi.gov.uk)

You can also contact the Citizens Advice Bureau, a Law Centre or a solicitor for advice at any time.

## Fire risk within communal areas

The risk of fires occurring and spreading within communal areas is likely to be low. This is primarily due to the non-combustible materials from which the flats are built and the various compartments that divide up the space surrounding stairwells and walkways. These inbuilt fire safety provisions are further enhanced by the use of fire doors and early warning fire detection equipment such as communal smoke alarms.

In order for a fire to take hold in a communal area, it requires additional combustible materials such as old sofas, chairs, cardboard, plant pots and carpets. These are items are often left in communal areas or on balconies.

Other stored equipment such as motorcycles, mobility scooters or petrol driven garden equipment provide an additional source of flammable liquids that can readily fuel a fire.

It is therefore important to identify and remove fire hazards as soon as possible to reduce the risk of fires occurring and to remove any combustible material to prevent fire spread.

Common fire risks in communal areas include:

## Balconies and walkways

Fire risk	Means of escape risk
<b>Ladders</b> Wooden ladders can provide a source of combustible material	Potential to block passageways and walkways Trip hazard
<b>Plant holders</b> Plastic plant pots or hanging baskets can provide a source of combustible material	Potential to block passageways and walkways Trip hazard
<b>Benches/seats</b> Wooden or plastic benches can provide a source of combustible material	Potential to block passageways and walkways Trip hazard
<b>Washing Lines/Driers</b> Wooden or plastic driers can provide a source of combustible material. Clothes, bedding and general washing items are a source of combustible material	Potential to block passageways and walkways Trip hazard Clothing, bedding etc. can obscure signage and fire safety information
<b>Paint/Solvents/Oils</b> Paint, Solvents and other flammable liquids provide a source of highly combustible material	Potential to block passageways and walkways Trip hazard Slip hazard if spilt

## Communal areas and stairwells

Fire risk	Means of escape risk
<b>Mobility Scooter</b> Battery can overheat and ignite. Charging in communal area can cause switch to overheat and ignite	Potential to block passageways and walkways Trip hazard Trailing cables may also be a trip hazard
<b>Cardboard/Paper</b> Can be set alight by vandalism or by discarded cigarette ends.	Potential to block passageways and walkways Trip hazard
<b>Old Carpet/Flooring</b> Can be set alight by vandalism or by discarded cigarette ends.	Potential to block passageways and walkways Trip hazard
<b>Old Furniture</b> Can be set alight by vandalism or by discarded cigarette ends.	Potential to block passageways and walkways Trip hazard
<b>Motorbikes/Scooters</b> Petrol or Diesel is a highly flammable material capable of producing liquid or vapours-can easily ignite.	Potential to block passageways and walkways Trip hazard Slip hazard if petrol, diesel or oil is spilt
<b>General Rubbish</b> Can be set alight by vandalism or by discarded cigarette ends.	Potential to block passageways and walkways Trip hazard

If you discover a fire risk in the communal area or on a balcony or walkway please report it to the Housing Maintenance section on 01229 876543 or email [housing@westmorlandandfurness.gov.uk](mailto:housing@westmorlandandfurness.gov.uk).

### **Communal smoke alarms in three-storey blocks of flats**

If your flat is located in a block that has three storeys; i.e. ground floor, first floor and second floor, then it will have a communal smoke alarm that is linked wirelessly to the smoke alarm in your flat.

These communal alarms will sound if there is a fire or there is a significant heat increase in your flat or in the communal area. On hearing the alarm you should exit the building as quickly as possible and go to the nearest "Muster Point". The location of muster points is shown on the ground floor notice board area of the block.

The Council has a duty to check that these interconnected alarms are functioning properly every six months and to do this effectively requires access to your flat.

If you have missed an appointment for a smoke alarm check please contact the contractor, Keith Wilson Electrical Ltd on 07739355909 or email [kwilsonelec@btconnect.com](mailto:kwilsonelec@btconnect.com).

## **Repairs and Improvements**

### **Can I make alterations or improvements to my property?**

You must get the Council's written permission before you carry out any improvements or alterations to any part of the property that is the Council's responsibility.

Subject to any technical, health and safety, planning permission, building regulations or other relevant conditions, the Council will not withhold permission. This does not affect your, or the Council's obligations under the terms of the lease for future repairing or replacement works.

It is your responsibility to ensure any planning consents or building regulations are approved in advance of any work undertaken and that copies of certificates for gas and electrical works are forwarded to the Council.

Typical alterations that require prior written permission are:

- Installing wooden floors
- Installation of gas appliances or alterations to gas pipe work, flues etc
- Installing TV aerials or satellite dishes
- Conservatories, sheds or garages
- Fencing and walls
- Removal of internal walls
- Any electrical additions or alterations
- Any work that might affect the structure of the building or affects the external appearance, such as external decorations, the replacement of external doors and windows and the construction of, for example, items such as porches
- Any work in the loft space of the building, such as boarding it for storage purposes. The Council will not normally give permission for the use of loft spaces because of fire safety and insurance reasons

Contact the Planning Applications Dept. on 01229 876 375 or Building Control on 01229 876481 for more information.

The Council may require that the work is done in a certain way, for example, some windows must be replaced only with new ones of a certain design so that the outside of the block looks the same.

You are responsible for maintaining any alterations or fittings you have made to your home; if the previous leaseholder made these alterations, you will also have to maintain them.

### **How do I report a repair that the Council is responsible for?**

You can report a repair to the Housing Service by:

- Telephoning 01229 876578 or 876371 during office hours or telephone 01229 833 311 if outside office hours
- For gas repairs tel freephone 0800 031 6578
- Writing to us at: Housing Service, Town Hall, Duke Street, Barrow in Furness, Cumbria, LA14 2LD
- Calling into the Town Hall in person between 9am - 4pm Monday - Friday
- Emailing us at: [housing@westmorlandandfurness.gov.uk](mailto:housing@westmorlandandfurness.gov.uk)

You can help by giving staff the following information:

- Your name and address
- State that you are a leaseholder
- A contact telephone number, if possible
- When someone will be available to enable the repair to be either inspected or carried out
- As much details information about the repair as possible

### **When should I report a repair?**

It is essential that you report a repair as soon as the fault is noticed before the problem worsens.

### **What should I do in an emergency?**

The Council operates an out of hours emergency service for repairs that threaten the security and safety of the occupants. The telephone number is 01229 833 311 and should only be used for the following:

- Severe flooding
- Major electrical failure to the building

### **What happens if I smell gas?**

Make sure that you know where the gas tap is so that you can turn it off in an emergency.

If you smell gas, turn off the supply, unless it is in a confined space or cellar as the fumes may overcome you. Telephone 0800 111 999 (National Grid) immediately.

This is a round the clock, 365 days a year, emergency service for gas escapes. They will stop an escape in the home or in the street free of charge.

DO NOT:

- Smoke
- Use naked flames
- Turn electric switches on or off

DO:

- Open all windows and doors
- Turn off any gas equipment you suspect to be the cause of the leak
- Keep other people away from the affected area

## Major works and planned repairs

All leaseholders must be consulted before major repairs are carried out in their building in accordance with Section 20 of the Landlord & Tenant Act 1985 (As amended in Section 151 of the 2002 Act).

Major works are different from 'day to day' unplanned repairs. They are needed when major parts of the building or area wear out, such as the roof or pathways.

The sort of work covered may include:

- Repairing the outside of the property, often including roof repairs, brickwork pointing, re-rendering etc
- Roof renewals
- Repairing gutters and pipe work
- Refurbishment of communal areas, including door entry systems, re-decoration, lighting etc

All leaseholders must contribute towards the cost of major repairs.

If any works will cost over £250 for any one leaseholder, or over £100 for a long-term agreement, the consultation process will ensure that all leaseholders are given advance notice of any future commitment.

### Consultation for Major Works (Section 20 Notices)

Under section 20 of the Landlord & Tenant Act 1985 you have the right to be consulted about major works and improvements to your property:

#### What is a Section 20 Notice?

We must tell you in advance if we want to carry out any major works or improvements to your block of flats or estate. The notice will give details of the planned work and estimated costs. It also gives you a chance to tell us your views on the planned work. The notice is called 'Section 20' because the legal process and requirements are set out in Section 20 of the Landlord & Tenant Act 1985.

#### What are the main changes under the Reform Act 2002?

The Commonhold & Leasehold Reform Act (2002) has brought in new regulations which apply to all works tendered after 31st October 2003.

The main changes are:

- The Council has to consult with you about any works where you are likely to be charged more than £250
- The landlord has to send two separate Section 20 Notices and sometimes a third. This means the consultation period has been greatly increased
- Leaseholders have the right to propose a person or contractor to do the works

## **What are the three Section 20 Notices?**

The first Section 20 Notice – Notice of Intention

- Gives you a description of the works
- Tells you why the works are needed
- Tells you that you have a right to give your views within 30 days
- Tells you that you have a right to nominate a contractor within 30 days

## **How do I nominate a contractor?**

If you have a contractor you wish to nominate, send the name and address in writing to the Housing Maintenance Manager, Westmorland and Furness Council, Housing Service, Town Hall, Duke Street, Barrow-in-Furness, Cumbria, LA14 2LD.

The contractor nominated must meet certain criteria such as providing public liability insurance, valid tax exemption certificate, confirmation of VAT status, copies of Health & Safety Policy and confirmation of company status.

The Council will undertake a financial check of the company to ensure they have sufficient capital and resources to carry out the work.

## **What will happen if I nominate a contractor to do the works?**

We will write to you and acknowledge receipt of your letter and we will write to the contractor asking if they wish to tender for the works. You will be informed of the results of the tendering in the Second Section 20 Notice.

## **What will the council do if they receive more than one nominated contractor?**

If only one leaseholder nominates a contractor, we must try to get an estimate from that contractor. If nominations are received from more than one leaseholder, we must try to obtain one estimate from a nominated contractor as follows:

- If there is one contractor who receives the most nominations then we must try to obtain an estimate from them.
- If more than one contractor receives a number of nominations and there is a tie, then one of those contractors must be selected.
- If each contractor receives only one nomination, the council will invite one of them to give an estimate for the work.

## **What will happen if I make any comments on the planned works?**

We will carefully consider any comments or suggestions regarding the works that are sent in writing. We will give you a written response with reasons for the decisions we take where appropriate.

The second Section 20 Notice will include a summary of all the comments received and our responses to them.

The second Section 20 Notice – Notification of Estimates

- Gives you at least 2 of the estimates with the estimated cost of the proposed works
- Gives you a summary of any comments from leaseholders received within 30 days of the Notice of Intention and our responses to them
- Tells you that you may inspect all the estimates if you wish
- Tells you that you may make observations in writing about the estimates within 30 days

## Does the Council have to award the contract to the lowest tender?

Generally the Council chooses the lowest tender.

However, if the lowest tender is not acceptable and a tender from a nominated contractor is not chosen, then we will give you the reason for the decision in a third Section 20 Notice.

The third Section 20 Notice – Award of Contract

- Contains the name of the contractor who has been awarded the tender.
- A statement containing the reasons why the decision to award the contract was made.
- A summary of leaseholders' observations and the responses we have made to them, or a place where they may be inspected.

This notice is not required where the contract has been awarded to either a nominated contractor or the lowest tender.

For more information, contact the Housing Maintenance Section on 01229 876 540.

The charges arising from major works can be daunting and it is advisable for all leaseholders to save regularly towards major works that may be carried out during their ownership.

## Buying the Freehold, selling and letting

### Can I buy the freehold of my flat or maisonette?

Leaseholders have a legal right to buy the freehold of their block from the Council. This will make leaseholders responsible for all management and maintenance of their block. This is also known as 'Enfranchisement'.

The freehold can be bought in any building of two or more flats where at least two-thirds of the flats are owned by leaseholders.

Leaseholders who want to buy the freehold must represent at least half the total number of flats in the block. They must then form a 'right to enfranchisement' company together.

Leaseholders have to agree a value for the freehold with the Council. If this cannot be agreed the First-tier Tribunal (Property Chamber) can set a value.

### Do I have to repay my discount if I sell my home?

If you bought your home under Right to Buy, you will probably have received a discount on the cost.

If you sell your flat within five years of buying it under the Right to Buy scheme (depending on when you bought it), you will usually have to pay back some, or all, of the discount given to you when you bought it.

If you applied for the Right to Buy after 18th January 2005 and you or your successor in title sells the property within 5 years of buying, you must repay the discount:

- If you sell within the 1st year, the whole discount is repaid
- If you sell within the 2nd year, you repay four fifths of the discount
- If you sell within the 3rd year, you repay three fifths of the discount
- If you sell within the 4th year, you repay two fifths of the discount
- If you sell within the 5th year, you repay one fifth of the discount
- If you sell after the 5 years, no discount is repayable

If you applied for the Right to Buy after 18th January 2005 and you or your successor in title sells the property within 5 years of buying, you must repay the discount:

NB the amount of discount to be repaid if you sell within 5 years is a percentage of the resale value, disregarding any improvements

e.g. Home valued at £100,000 at purchase and you received £20,000 discount means the discount was 20%

If the property is then valued at £150,000 when you want to resell within the 2nd year, you will repay  $£150,000 \times 20\% = £30,000$

But you only have to repay four fifths of discount =  $£30,000/5 = £6,000 \times 4 = £24,000$ .

If you were entitled to a large discount that was capped at £75,000, then the percentage used is however much the £75,000 discount calculates as a percentage of the original valuation price.

There are certain circumstances where the repayment of discount may be waived by the Council, contact the Legal Department on 01229 876 346.

If you want to sell within 10 years, you will be required to offer the property either to your former landlord or another social landlord in your area at full market price.

### **Can I sell my flat?**

You do not need our permission to sell your flat, although if you do sell it, you must tell us within one month.

You can also give it to someone or leave it to someone in your will. Your solicitor should check details of all ground rent, service charges and insurance policies so that these can be taken into account when the transfer of the lease completes.

If you sell your lease or leave it to someone, you must ensure that it is done legally to protect your interest and the interests of the person you are selling or leaving it to. Unless there is a proper legal document to show that someone else is now the leaseholder, you are still liable in law for any charges for the property.

### **How do I sell my flat?**

You can sell your home privately or through an estate agent

Keep all the service charges invoices, consultation papers and letters about your home in a safe place. This information may be required when you sell your home

### **What do I do when I find a buyer?**

Use a solicitor or licensed conveyancer. They should ensure that everything is done correctly

Your solicitors should contact us once you have a buyer and our Legal Department will provide the information they need

We will only answer questions from you or someone authorised to act for you about your home or lease

### **Can I sell my home if my account is in arrears?**

Yes, but you or your solicitor must make sure that all arrears for service charges, insurance or ground rent are repaid.

### **Can I get a refund if I've paid my charges in advance?**

Yes, once the sale has been completed and there are no other debts owed to the Council.



## What happens when the sale is completed?

You or the new owner must tell the Council within one month of the change of ownership. They must tell the Business Support Section and Council Tax Department

The new owners will have to sign a Deed of Covenant stating that they agree to the terms and conditions of the lease

If you have owned the leasehold for less than five years you may have to repay some Right to Buy discount.

## Can I rent my home to someone else or have a lodger?

Once you are a leaseholder you can rent all or part of your home to someone else - this is called subletting.

### Before you sublet, you must:

- Tell the Leasehold Officer you want to sublet your home
- If you have a mortgage, get permission from your lender
- Get the correct insurance for your property
- Get independent professional advice from a solicitor or a reputable estate agent
- If you have gas appliances, have them serviced and get a Landlord's Gas Safety Certificate
- Make sure that everyone living in the property understands and will follow the terms of the lease. If they do not, action could be taken against you for breaking your lease agreement even if you no longer live there

### When you sublet, you must:

- Tell the Council within one month
- Continue to pay service charges, ground rent and building insurance
- Tell the Leasehold Officer the names of the new occupants even if you are still living in part of your home
- Tell the Leasehold Officer your forwarding address if you will not be living at the property
- If you use a property management agent, give the Leasehold Officer their address and telephone number.

## Service Charges: Summary of Leaseholders' Rights and Obligations

1. This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
2. Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
3. You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or

management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine –

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where:

- a matter has been agreed or admitted by you;
  - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or
  - a matter has been decided by a court.
4. If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
  5. Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
  6. The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with Section 29 of the Tribunals, Courts and Enforcement Act 2007.
  7. If your landlord:
    - proposes works on a building or any other premises that will cost you or any other tenant more than £250, or
    - proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period,
    - your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.
  8. You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.
  9. You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must:
    - cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
    - cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods. The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

10. You have the right, within six months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.
11. You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.
12. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

## **Additional rights and responsibilities**

In addition to the prescribed rights and responsibilities outlined above:

### **Insurance**

The Council is responsible for insuring the structure of the building. You have the right to a written summary of, copy of or to inspect the policy.

### **Representation**

You can choose to be formally represented in leasehold matters. Ask the Council for details, alternatively you may choose to be represented by a solicitor.

### **Leases**

You have the right to extend the term of the lease if you have owned it for more than two years, or the right is inherited from a deceased leaseholder and is within two years of the granting of probate.

You have the right to have lease provisions varied. This must be via agreement with the Council or by application to the First-tier Tribunal.

You are entitled to receive all works and services contained in the lease.

### **Assignment**

You, or your solicitor, wishing to sell your interest, are entitled to request details of previous years' accounts and supplementary information.

## **Keeping you informed and listening to your views**

We try to keep leaseholders informed about things that affect or might interest them. We always want to hear your views about the services we provide including your suggestions on how these may be improved.

We are committed to providing an excellent service to our customers and welcome any comments that you have regarding service delivery.

This section explains how you can become more involved with the decision making process.

## What is Leasehold Participation?

It is a two-way process involving idea and information sharing.

It enables leaseholders to be involved with what work is happening within the Housing Service and to influence decisions. It also helps us to understand your needs.

By working together and listening to what you say, we hope to provide a better service for you.

## Have you got a suggestion or comment regarding our services?

If you have a suggestion or comment about any of our services, we would like to hear from you.

We want to improve our service to all our customers by hearing what you have to say about the service. Whether it is good or bad, your opinion is important to us so we can continue to improve.

Suggestions or comments about the way in which we might improve our services are helpful and any praise will be passed to the staff concerned.

Please let us have your feedback by the following methods:

- Email us at [housing@westmorlandandfurness.gov.uk](mailto:housing@westmorlandandfurness.gov.uk)
- In person or writing to Housing Service, Town Hall, Duke Street, Barrow-in-Furness, Cumbria, LA14 2LD or telephone 01229 876 310
- By speaking to any member of staff

## Are you unhappy with the Council?

The Council aims to provide a quality service to all its customers. However, there may be occasions when you are unhappy about something we have done or about a service which we provide.

If that is the case, then please tell us about it so that we can examine the problem. Where we are wrong, we will say so and attempt to resolve the matter as quickly as we can.

If we cannot resolve the problem to your satisfaction, we will explain why. We need to know when you are dissatisfied in order that we can put the matter right and improve the quality of service we provide.

You should inform us:

- When we have failed to provide a service that we are obliged to
- When we have agreed to provide a service and failed to do so
- When we have provided a poor service
- When you have been treated unfairly or discourteously by a member of staff

## Who and how do I contact about a problem?

If you are dissatisfied with the service that you have received from the Housing Service, you should initially contact the relevant Housing section. You can make a complaint in person, by phone, in writing or by e-mail and we will listen to you and endeavour to solve the problem immediately.

Please contact the Housing Service, Town Hall, Duke Street, Barrow-in-Furness, Cumbria, LA14 2LD or telephone 01229 876578 or email [housing@westmorlandandfurness.gov.uk](mailto:housing@westmorlandandfurness.gov.uk)

If we cannot resolve your problem straight away, we will investigate the matter and respond to you within 10 working days.

We hope to resolve all complaints to your satisfaction at this stage. If for any reason you remain dissatisfied, you can then make a formal complaint.

### **How do I make a formal complaint?**

If, after being dealt with by the Housing Service, your complaint has not been resolved to your satisfaction, you can then make a formal complaint to the Council.

A formal complaint must be made in writing on the Council's complaints form.

Information on the Council's formal complaints process and a copy of the Council's complaints form can be obtained online: <https://www.westmorlandandfurness.gov.uk/about-the-council/barrow-council/complaints-feedback-and-compliments/> or you can request information/form by ringing (01229) 876523 or emailing: [housing@westmorlandandfurness.gov.uk](mailto:housing@westmorlandandfurness.gov.uk)

## **Anti-Social Behaviour**

This section gives you advice on how to deal with anti-social behaviour – what constitutes anti-social behaviour, what you should do, and what we will do.

### **What is Anti-Social Behaviour?**

The definition of 'Anti-Social behaviour' is defined in the Housing Act 1996 as conduct which:

- Is capable of causing nuisance or annoyance to any person and
- Directly or indirectly affects the housing management functions of a relevant landlord OR
- Consists of using, or threatening to use, housing accommodation owned or managed by a relevant landlord, for an unlawful purpose

The following are some examples of anti-social behaviour:

- Noise
- Harassment/verbal abuse/threatening behaviour
- Hate related incidents
- Vandalism
- Animal nuisance
- Drugs/substance misuse/drug dealing
- Domestic abuse
- Litter/rubbish/fly-tipping
- Garden nuisance
- Misuse of communal areas
- Criminal behaviour
- Prostitution/public sexual acts/kerb crawling

However, what constitutes a nuisance or annoyance to one person may be of little concern to another.

## What should you do?

- Try talking to the person causing the nuisance – they may not be aware that they are causing a problem
- Contact the Housing Service if this action is not successful, giving details of the events
- If you have suffered physical assault or damage to your property, you should contact the Police immediately
- If the Police have been involved, ensure you are given a log number and make a note of this as it may be needed to provide evidence
- Keep diary sheets and make an accurate record of events
- You may be required to attend Court and give evidence

## What will the Council do?

- A complaint is logged as 'Serious', 'Serious – Race Related' or 'Routine'
- If 'Serious' or 'Serious – Race Related', we will make personal contact within one working day
- In 'Routine' cases, personal contact will be made within three working days
- We will not reveal your identity
- Liaise with other agencies if appropriate e.g. Police, Social Services and Environmental Health
- Issue diary sheets and monitor the situation
- In extreme cases and if there is sufficient evidence the Council will take further action either under Housing Legislation or the Crime and Disorder Act 1998
- If there is no breach of tenancy conditions and we are unable to resolve the situation we will give advice on alternative courses of action available to you

# Equality and Diversity

## Our Commitment

Westmorland and Furness Council believes that everyone should be treated fairly and with respect. We want to improve the quality of life for everyone in the Borough, regardless of race, gender, age, disability, sexual orientation or religious belief.

We acknowledge that some people in the Borough face discrimination every day. They are denied life-chances, find access to services more difficult and suffer inequality because of race, gender, age, disability, sexual orientation and other issues.

## Our Obligations

As a local authority, we have a responsibility to challenge unfair discrimination wherever it happens and we are committed to doing so. This applies when we are acting as an employer, a provider of services or as a partner to other organisations.

## Our Policies

Our plans to deliver equal opportunities are set out in our Comprehensive Equality Policy, which is available to download from Westmorland and Furness Council's website, [www.westmorlandandfurness.gov.uk](http://www.westmorlandandfurness.gov.uk)

This Comprehensive Equality Policy contains our individual policies to promote equality for all, regardless of race, gender, disability, age, religion or sexual preference.

The public can either download this policy from the website or request a hard copy. We will provide versions in other languages or alternative formats if we are asked to do so.

## Some terms explained

**Associated Works** – Works that relate to and are carried out at the same time as decorations

**Apportionment** (method of) - The way that the costs of a service charge are shared

**Complex, Estate Complex** – The area of an estate defined in the lease which surrounds a block of flats or maisonettes and over which the leaseholder has rights of access and has to contribute towards the cost of upkeep and repairs

**Deed of Covenant** – A legal document setting out an undertaking, agreement, restriction or permission

**Deed of Variation** – A legal document altering the terms of a lease

**Demise, Demised premises** – The property owned by the leaseholder as defined in the lease

**Enfranchisement** – Legal right to buy the landlord's/Council's interest in the property, usually a right to buy the freehold

**Five-year Investment Plan** - Contains provisional details of improvements identified for completion in the next five years, for example: roofing works, painting etc.

**Freehold, Freehold interest** – Normally the landlord's/Council's rights in the property (unless the landlord/Council is a head leaseholder)

**Ground Rent** – The rent charged by the landlord/Council to the leaseholder

**Habitable Room** – A bedroom, living room or other reception room, not a kitchen, bathroom or WC

**Improvements** – Significant works to be carried out to a property, block or estate but not work that is required to remedy disrepair

**Lease** – The legal contract between the Leaseholder and the landlord/Council. It gives ownership (strictly tenancy) of the property for a long period of time to the leaseholder. It sets out the rights and obligations of both the landlord/Council and the leaseholder

**Leasehold, Leasehold interest** – The leaseholder's rights in the property

**Leaseholder, Lessee** – The owner (strictly the tenant) of a property on a long lease

**Major Repairs** – Significant work required to remedy disrepair to the structure, services or external elements of a property, block or estate

**Section 20 Consultation** – Refers to 'Section 20 of the Landlord and Tenant Act 1985 (as amended)', and the 'Commonhold and Leaseholder Reform Act 2002'. It states how the landlord/Council must consult with the leaseholder before carrying out repairs above a certain value

**Section 125 Notice** – Refers to Section 125 of the Housing Act 1988; a notice in which the landlord/Council estimates the costs that the leaseholder may have to pay for repairs during the first five years of the lease

**Service Charges** – Charges paid by a leaseholder for services provided by the landlord/Council

**Subletting** – Letting of the property by the Leaseholder to a third party

## Useful Contact Details

### Housing Service

Housing Service email: [housing@westmorlandandfurness.gov.uk](mailto:housing@westmorlandandfurness.gov.uk)

Website: [www.westmorlandandfurness.gov.uk](http://www.westmorlandandfurness.gov.uk)

Facebook: Westmorland and Furness Council Thriving Communities

Office Address: Town Hall, Duke Street, Barrow-in-Furness, Cumbria LA14 2LD

Office general number 01229 876 578

Leasehold Officer 01229 876 478

Gas only repairs 0800 031 6578

Non-gas repairs 01229 876 578

Out of hours emergency repairs 01229 833 311

Housing Maintenance Manager 01229 876 326

Westmorland and Furness Council 01229 876 543

Revenues & Benefits 01229 404 242

Highways: street lighting/road repairs 0300 373 3306

### Utilities

Electricity Emergency 0800 195 4141

For reporting no electricity supply, fallen electricity power lines or to report damage to underground electrical cables

Gas Emergency Service 0800 111 999

United Utilities Enquiries 03456 723 723

Leakline-leaks in gardens/roads/footpaths 0800 330 033

### Other Contacts

Leasehold Advisory Service 02078 322 500

Website [www.lease-advice.org](http://www.lease-advice.org)

First-tier Tribunal 0161 237 9491

HM Land Registry: [www.go.uk/government/organisations/land-registry](http://www.go.uk/government/organisations/land-registry)