



Broxtowe  
Borough  
COUNCIL

# Leaseholders Guide



Housing, Leisure and Property Services

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# Welcome

- Welcome to Broxtowe Borough Council's Leaseholders' Handbook. We hope this handbook provides you with a useful guide to our services and information regarding your lease.
- Our Leaseholder Guide has been reviewed to ensure that the information is relevant and useful from a Leaseholder's point of view. However, if you find there is something you think should be included in the handbook then please let us know.

## Our Offices

### **Our Offices are at**

Broxtowe Borough Council, Council Offices,  
Foster Avenue, Beeston, Nottingham, NG9 1AB.

### **Opening Times**

Monday to Thursday, 8:30 am to 5:00 pm Friday  
8:30 am to 4:30 pm.

### **Telephone numbers**

**Our main switchboard** – 0115 917 7777

Email: [hmps@broxtowe.gov.uk](mailto:hmps@broxtowe.gov.uk)

**Day to Day Repairs** - 0115 917 7777

E-mail: [housingrepairs@broxtowe.gov.uk](mailto:housingrepairs@broxtowe.gov.uk)

**Emergency Repairs** outside our normal office  
hours please call: 0115 917 7777



# A Practical Guide and Summary to Your Lease

Your lease is a legally binding agreement between you and the Council. It details all the rights and obligations that you have undertaken relating to your property.



However, the wording of the lease can be complex and difficult to understand. Many leaseholders do not have a copy of their lease, as your mortgage company normally holds the original. We therefore feel it is helpful to provide a summary of the main points of the leases we issue.

Individual leases may differ in some respects, but the general principles outlined below are common to the majority of leases.

Please note that this is a summary of the main points of the lease, and is provided for general information only. It is not a comprehensive explanation or a replacement for your lease.

The lease, rather than this summary governs the terms on which you occupy your home. You should therefore not rely on this summary as a full statement of your rights and responsibilities. If you are in any doubt about a particular item, it is important that you refer to your lease or consult your solicitor or other professional adviser.



## What Does Your Lease Say?

Under your lease, the Council retains the freehold of the property. You have been given a lease on the property, which means that you may 'hold and enjoy' it for a specified period of time, which is usually 125 years.

The lease states the purchase price of the lease, defines the size of the property, and gives details of the building and any other area covered by the lease (called the communal areas). It explains your rights, restrictions (basically what you cannot do with your property) and obligations (things you have to comply with). It specifies the ground rent which is payable, the date each year when this is due and any other charges which are payable during the period of the lease. It also sets out the obligations of the Council.

If you do not comply with the terms of your lease the Council can, in extreme circumstances, ask a court to end your right to live in the property and bring the lease to an end. It is therefore important that you are aware of your responsibilities.

## When the Council signs the lease it agrees to:

- Give you the right to 'hold and enjoy' the property without interruption provided the charge's are paid and your other obligations are carried out;
- Insure the building for loss or damage for its full reinstatement value and to make good any such loss or damage as soon as possible. (Please note that the Council does not insure the contents of your home);
- Keep in good repair the building structure, communal gas and water pipes, drains, electric cables and wiring, main entrances, passages, stairs, paths and communal areas.

## When you signs the lease you agree to:

- Pay the annual ground rent;
- Pay council tax, utility bills and other charges relating to the flat;
- Pay a fair share of the Council's running costs for the management, repair, maintenance, improvement and insurance of the building and communal areas known as the service charge;
- Keep the inside of the property (including walls, pipes, cables, wiring, fixtures and fittings, gas appliances) in good condition;
- Allow access to Council representatives once given reasonable notice for inspection / repairs;
- Not alter the structure or remove fixtures without written permission from the Council;
- Register with the Council (within one month) details of any mortgage or other loan charged against the property, any sub-letting, or any change in lease ownership;
- Maintain any gardens in a clean and tidy condition and not erect any sheds or fences without written permission from the Council;
- Observe any rules and regulations set by the Council to ensure proper estate management.



# A Practical Guide and Summary to Your Lease

## Your Rights:

- Access to your home;
- Enjoyment of access to any communal gardens;
- A supply of water, gas, electricity, telephone or TV signals, which is available at the time of purchase;
- Use of any rubbish stores and drying areas; and
- The right to acquire a new lease on payment of a premium, providing you meet the qualifying criteria.



## What You Cannot Do:

- Use the property for illegal or immoral purposes, or carry on a trade or business from it (e.g. self-employed work from home), or for anything other than as a home;
- Do, or allow anyone else to do anything, which would cause nuisance, damage or inconvenience to the Council or other people living in the building;
- Do anything which would increase insurance costs or void the policy (e.g. store dangerous substances);
- Put up signs or posters on windows or walls that are visible from outside;
- Leave obstructions such as bikes and prams in the communal areas;
- Keep any pet without permission, which may annoy other occupiers;
- Decorate the exterior of the property; and
- Put up external aerials or satellite dishes without permission.



## Subletting your property

If you decide to sublet your property you need to write into the Council for permission. If it is granted you will need to provide us with up to date information of where you live so we can send any correspondence directly to you. If you do not you may be in breach of your lease.

It is your responsibility to ensure your tenant follows the terms of the lease including any anti-social behaviour and garden maintenance.



## Forfeiture and Repossession

The Council may apply to the court to end a lease if the lease conditions have been broken



If the court decides the terms of the lease have been seriously broken it may end the lease and give the Council possession of the flat. You would lose your home and would not normally get any payment or compensation.

Forfeiture is a drastic action and the Council would consider such action only in exceptional circumstances where other less serious alternative remedies have not worked. With overdue ground rent and service charges we will always try to help those in genuine financial difficulty.

Before applying for forfeiture for unpaid ground rent and service charges we would have to satisfy the First Tier-Tribunal (Property Chamber) or a court or a post-dispute arbitration agreement that the charges were reasonable.

If you have taken out a mortgage to buy your lease, your mortgage lender has a 'legal charge' on your home. This means they can apply to the court for repossession if you do not pay your mortgage. If the court grants them possession, they have the right to evict you, sell your lease and take what you owe them out of the proceeds. They must give you anything which is left over, unless someone else (such as the Council as your landlord) also has a legal charge on the property for money which is owed to them.

If you have problems paying your mortgage or service charges ask someone for help. Do not leave it until you are about to be evicted. We will always try to make an arrangement over service charges, and mortgage lenders may be willing to discuss terms for making mortgage payments.





## What are Service Charges?

When you buy a flat you need to pay service charges. This section explains what service charges are and how they are calculated.

A service charge is a payment you make towards the cost of repairing, renewing, replacing, improving, managing and providing services to the block of flats or location where you live. It relates to actual costs only; there can be no element of profit built in. The service charges are split across all the homes affected and the Council pays the proportion which applies to tenants paying rent.

Tenants in flats pay for services as part of their rent rather than through separate service charges. They are not subsidised in any way by leaseholders, nor

do tenants subsidise leaseholders. Service charges are not limited to day-to-day services but include the recovery of costs for major works to the fabric of the building and communal areas of a block or an estate.

Whilst you are responsible for the repair and maintenance of the inside of your home, you may not carry out repairs or improvements to the building (such as the windows), without written permission from the Council. The Council is responsible for maintaining the structure of the building and the communal areas such as halls and stairways, and our costs are passed back to you on a proportional basis through the service charges.

## What is included in the Service Charges?

Your bills will include service charges for:

Day-to-day maintenance – routine repairs to the communal areas, including carpentry and guttering repair;

Communal Lighting - Many flats have communal lobbies, landings, walkways, stairways and parking areas. The lighting in these areas is metered by the energy supplier. Leaseholders are required to pay a proportion of the costs of communal lighting, which generally depends on the number of flats in the block and not the amount of light the leaseholder receives. If the electric meter for the communal lighting is located within your premises you are required to provide access to the supplier of the energy supplier and Broxtowe Borough Council employees. You are required to supply a meter read or contact details to arrange access. This is to ensure that the correct meter readings are obtained to enable correct bills for your communal lighting supply.

Garden maintenance – for the upkeep of grass or shrubberies in communal areas provided for the use of residents.

Buildings insurance – insuring the building is the responsibility of the Council. We have a comprehensive Buildings Policy covering the properties we own against damage or destruction. Your home is insured for full reinstatement value (i.e. cost of rebuilding it).

Management costs – this includes all the services provided by Broxtowe Borough Council including the cost of calculating and issuing invoices and other financial information, together with the costs of running the services detailed above.

You are charged an amount based on your proportion of our total annual premium. However, this insurance does not include the contents of your home, you must make your own arrangements for this.

# Guide to Leaseholder Property Service Charges

## How are Service Charges Calculated and Billed?

At the start of each service charge year (which runs from 1 April to 31 March), an invoice is prepared stating the costs we expect you to pay. This is done by looking at the actual costs.

Throughout the year from 1<sup>st</sup> April to 31<sup>st</sup> March, the cost of services and work carried out to your block or location is recorded. We send you a summary, which gives details of all work and services relating to your block.

Generally the costs are divided by how many properties make up the block.



## Summary of Costs

Leaseholders have a legal right to request a written summary of the costs incurred that are included in the service charge. The request must be made in writing and can only relate to the current or last annual period. We must respond to your request within one month or within six months from the end of the accounting period if this is later. If more than four flats are involved, the summary must be certified by a qualified accountant.

Once you have received the summary, you have up to six months to ask to inspect and copy and relevant accounts or receipts. We must provide the summary and inspection facilities free of charge but we can make a reasonable charge for copying documents. However, the Council is allowed to recover all of its costs later as part of the management and administration element of the service charge when it sends out its next annual service charge invoice.

## How can I pay my Service Charges?

When you receive your service charge invoice you can pay by cheque, debit card, over the phone or by calling in to our offices. If you are unable to pay your invoice at once, please contact us to discuss your options.

If you don't pay your bill within 14 days of receiving it, we will send you a reminder. If we do not receive your payment after that we will issue a second reminder. If we still do not receive your payment we will endeavour to recover the charges. If this is unsuccessful we will take legal action in the County Court to get the money back.

Ultimately we could also apply to forfeit your lease, ending your right to live in your property.

If you have any problems paying your service charge bills, please get in touch with us straight away. If you contact us quickly we will try our best to help and to avoid taking legal action.

## Limits on Service Charges during the first five years

We give the person(s) who first buys the lease on a property a notice known as an 'Offer Notice', as required by Section 125 of the Housing Act 1985. This notice includes estimates for recurring items (services and work that are carried out on a regular basis) together with a schedule of major works or improvements, which may be undertaken. We cannot charge you more than the estimates (plus an allowance for inflation) for major works or improvements during an initial period of five years from the date when the lease was first sold. When that period has run out, we can charge you your share of the reasonable cost of any work which is done. If you have bought a property which was first sold less than five years ago the Section 125 Notice will still be valid, even if you are not the person who first received the Notice.

## Annual Ground Rent

An annual demand issued separately on the anniversary. When the lease was initially sold by the Council.

The law requires the Council to send you written notice in a standard format which will state that if the ground rent is not paid further charges will be payable. This notice will be sent between 30-60 days before the rent is due. The Council can only forfeit a lease if these notice requirements are complied with, and the debt is above a specified minimum amount.



## Other charges you have to pay

You will have other bills to pay on top of your mortgage, for example your Council Tax, this is payable to Broxtowe Borough Council. It is not the same as your service charge. You will also have to pay for utility services, and you should arrange to insure the contents of your home.

# Day to Day-Repairs and Maintenance



As a landlord we are responsible for certain repairs and maintenance, whilst you are responsible for others. Your lease gives full details about repairs and maintenance but for quick reference the table below should help you establish who is responsible for what.

## The Council is responsible for:

The main structure and repair items include (not exclusively in all cases) the following:-

- Exterior walls (including rendering, damp problems, repointing, spalling brickwork etc);
- Internal structural walls (not including plaster or wall finishes);
- Window frames, fixtures and glazing;
- Roof (including verge repairs, broken tiles/ slates, leaks, guttering, chimneys);
- Foundations;
- External fixtures and fittings (including paths and gates);
- Shared main water tanks;
- Drains;
- Water pipes up to the property;
- Common parts of the building and estate, including communal grounds, T.V. aerials, doors, lighting, stairs, paths, drying areas, door entry systems, boundary walls and fences (not stated to be your responsibility);
- External doors, door frames and any glazing within (including the front door to the dwelling but excluding door furniture i.e. door knockers and letter plates).

## The Leaseholder is responsible for:

- Internal doors;
- Water, gas and electrical apparatus;
- Sanitary fittings;
- Plumbing, pipe work, internal drains, wires (where not the Council's responsibility);
- Internal decoration (including plaster covering on walls);
- Floor coverings including tiles and screeds;
- Interior non- structural walls (non- load bearing walls);
- Ceilings including ceiling battens;
- Letterboxes, handles, bells, knockers on external doors;
- Internal fixtures and fittings i.e. bath, gas fire, kitchen units.

The following list gives examples to assist you in recognising the types of repair for which you are responsible:

### Doors

Repair/renewal of internal doors.

### Electrical Repairs

Electrical and mechanical appliances.

### Pipes/Tanks

Burst or leaking pipes within the home up to the main stopcock. Water tanks not shared with other flats.

### Heating

The central heating and hot water system within the flat.

If you are not sure who is responsible for a certain repair, contact the Repairs section on 0115 917 7777.



## Reporting Repairs

Repairs, including those to the outside or communal area of your property, can be reported to the Council by:

Telephoning our Customer Contact Centre on 0115 917 7777;

By email to [housingrepairs@broxtowe.gov.uk](mailto:housingrepairs@broxtowe.gov.uk)



## Emergencies

If you need to report an emergency repair, which is our responsibility, call the Council straight away at our Customer Contact Centre on 0115917 7777. Outside office hours call 0115917 7777. This number is manned 24 hours a day, 365 days a year.

Emergencies are classed as incidents which could cause structural damage to the property if they are not repaired immediately.

Repairs are recharged to the block or location. To help us keep costs down, it is important that you use the emergency call-out service only for genuine emergencies.

# Day to Day-Repairs and Maintenance

## Safety in the home

### Smoke Detectors

Leaseholders should fit, maintain and regularly test a smoke detector within their property.

WARNING: If your smoke alarm sounds when it is not being tested then it is sensing smoke and warning you of a dangerous situation.



### Gas Appliances

For your safety it is essential that all gas boilers and appliances are checked annually and a gas safety certificate is issued. This check can only be carried out by an approved GAS SAFE engineer. If you are sub-letting out your property this is a legal requirement and it is a criminal offence not to provide a copy of the certificate to your tenant on an annual basis. This is a service we can provide for you for a fee.

### Gas Leaks

If you think you have a gas leak, phone National Grid immediately on: **0800 111 999**

- If you smell gas in your property: Turn off the gas supply at the meter;
- Put out all naked flames and fires;
- Do not touch any electrical switches or equipment;
- Open all windows;
- Do not use a mobile phone



### Fire

If you have a fire in your home:

- Get everyone out of the home immediately; do not stop to save belongings;
- Close all doors;
- Telephone 999 and ask for the Fire Brigade; and
- Inform the Council as soon as possible.

### Electrics

For your safety it is essential that your electrics are checked every five years and an electrical safety certificate is issued. This can be only carried by a certified electrician.

### Communal Area

If you change your front door to a communal area, this needs to be fire rated.

## Letting us into your home

At times it is essential for our staff to enter your home to inspect the property and carry out any repairs or improvements.

We will give you notice of this and we will try to arrange to call at a time that is suitable to you. The following are examples of when we may need to enter your home:

- To repair a door entry phone;
- To repair or replace your windows;
- To investigate a water leak.

In an emergency e.g. a bad water leak, we may need to get into your property without giving you written notice. If this happens we will try to contact you. It is important therefore that we always have

a current contact telephone number where we can reach you. In exceptional circumstances, if we are unable to contact you we may need to break-in, but if so we will make the property safe and secure before we leave.



## Making alterations to your home

If you would like to make alterations to your property that are not the responsibility of the Leaseholder you can apply to us to make changes to your flat and usually authorisation will not unreasonably be withheld. However, if you do not do this, you will be breaking the conditions of your lease and you could lose your home. You may also have to pay for the cost of putting the property back to its original state.



### Identity Cards

All members of staff, and those working on our behalf, will carry identity cards. Always ask to see their cards. If in doubt, do not let them in and call the council on 0115 9177777. All employees working for utility companies will also carry identity cards.

# Major Works/Long Term Agreements and Consultation

## What are major works?

Major works planned maintenance and renewal programmes usually cover the following areas of work:

- **External Decoration:**  
external prior to paint joinery repairs and repainting and redecoration of internal communal areas;
- **External Repairs:**  
boundary walls, paths, canopies etc;
- **New Windows:**  
replacement of existing windows with double glazed PVC windows;
- **Communal Doors:**  
replacement of communal entrance doors and frames including composite fire doors;
- **Stair Nosing:**  
renewal to communal staircases.
- **Insulation:**  
Increasing loft insulation to 300mm and the insulation of tanks and pipe work in the roof space;

- **Communal Lighting:**  
rewiring or upgrading of communal lighting;
- **Door Entry Replacement:**  
of equipment in need of renewal;
- **Roof Renewal:**  
replacing the roof;
- **Replacing guttering:**  
soffits and fascia's and rain water pipes.

The Council draws up annual programmes for this type of work, based upon existing knowledge of its properties and priorities for such work. The Council has an obligation, under the terms of the lease, to maintain the structure and exterior of the building and any communal areas and the cost of this work is charged back to you.

## What are Long Term Agreements?

A qualifying long-term agreement is an agreement entered into by the landlord with a wholly independent organisation or contractor for a period of more than 12 months

Examples of potential qualifying long-term agreements include:

- agreements affecting the building generally (e.g. lifts, entry-phone systems, waste management or maintenance contracts);
- cleaning and gardening;
- insurance;
- utilities.





## Consultation

Major repairs can be expensive and for this reason, we always consult with our leaseholders using a procedure to allow you to consider what is being proposed. This is required by law in certain circumstances. We will consult you when we think that the planned work to your block will cost any one leaseholder more than £250 including VAT per leaseholder or if a long term agreement is going to cost any one Leaseholder more than £100.00 per annum.

The Commonhold & Leasehold Reform Act 2002 introduced important changes to the requirements for consulting leaseholders; including, namely the requirement for consultation to contracts for all services, not just major works. This requirement is also known as a Section 20 Consultation.



## Paying for Major Works

If, however, you are worried about meeting the cost of major works planned for your building, or you would like further information on major works and consultation, call us on 0115 917 7777.

## Key points about the new Section 20 Consultation requirements

- The prescribed amount for consultation on works to a building or other premises is now more than £250 including VAT per leaseholder;
  - The prescribed amount for long term agreements (management contracts / partnering agreements) is more than £100 including VAT per leaseholder per annum;
  - All leaseholders as well as recognised resident associations have been given the right to nominate contractors in certain circumstances;
- Leaseholders of local authorities and housing associations are not limited to nominating contractors from the approved list of that landlord;
- Landlords do not have to consult separately with those who subsequently exercise their Right to Buy if the landlord has already completed consultation with everyone else;
  - An element of reasonableness has been inserted into those provisions where the landlord can state a place and hours for inspection of documents. Copies can be requested free of charge.

As a leaseholder you will be notified at every stage of the consultation process. Details will be provided to you through Notices and you will have a minimum of around three months' notice of the work that is due as a result of the consultation process.

# Buildings Insurance



## What is included

Your property is covered under the Council's leasehold property insurance policy.

The policy provides cover in respect of Loss or Damage caused to the Buildings by the following perils:

- Fire, Lightening, Explosion or Earthquake,
- Aircraft,
- Storm, Tempest or Flood,
- Escape of Water & Frost Damage,
- Escape of Oil,
- Theft,
- Impact,
- Riot,
- Subsidence, Landslip or Heave (Excluding the first £1,000).

Please note that only the structure of the building (together with the shared parts and services) is insured. It is for you to arrange adequate contents insurance should you wish to do so. You should also note that it is a Leaseholder's responsibility to ensure that they have arranged adequate Occupiers Liability insurance, where appropriate.

A copy of the full insurance policy is available to you upon request.

In accordance with the terms of your lease, you will pay a pro-rata share of the total premium that the Council pays to its insurer for this cover. This cost will be included in your annual service charge account.

There is a £250 excess for each claim made under the Leasehold policy with a £1,000 excess for Subsidence, Landslip or Heave.

If you need to make a claim please ensure any theft or malicious damage is reported to the Police immediately and a crime reference number is obtained. In addition, please report any structural repairs to our Housing Repairs Section on 0115 917 7777.

The claims handlers, Davies & Co (0844 856 2032) acting on behalf of the insurers, Ocaso, will provide you with further advices on making a claim and take all the relevant details.

If any necessary repairs are inside the flat you will need to submit two written estimates. You can make emergency repairs such as fixing a burst pipe immediately but you must not complete any non-urgent repairs until you are given permission by the Council.

**Note: The insurance details may change every year.**

**WE DO NOT insure the contents of your home. Neither do we insure your belongings or decorations against accidents or theft that are not caused by our negligence.**

We strongly advise you to take out your own contents insurance which should also cover you against loss, theft or damage caused by you or your property (e.g. leaking washing machine) to other people's property or belongings.

## Being a freeholder is more secure than being a leaseholder.

A freeholder can sell a property and usually make a profit, but a leaseholder has less control over the management of the property, will incur service and ground rent charges annually. Potential investment is likely to lose value as the term of the lease nears its end.

‘Enfranchisement’ is a ‘group’ of leaseholders who wish to buy the freehold of the building they live in. Lease renewal is an ‘individual’ right for a leaseholder to buy a new, longer lease to replace their existing lease. In England and Wales, most people living in flats either rent them on a short term lease or have bought a long lease. A long lease is normally granted for a fixed number of years, and the value diminishes as the lease gets shorter, therefore, when there are not many years left to run, the leaseholder often finds it difficult to sell. In addition, once the lease expires the flat will revert to the landlord. It is for this reason that long leaseholders may wish to either renew (extend) their lease, or they may wish to purchase the freehold of their building.

A building can be subject to collective enfranchisement if it has 2 or more flats. The leaseholders must have lived in the flats for the last 12 months and leaseholders must also own at least half the total number of flats in the building. Even if there are enough leaseholders in the building they do not have to take part if they do not want to e.g. in a block of 12 flats, at least 8 must be held on long leases, and at least 6 leaseholders would need to participate in the enfranchisement process.

Although you will need to appoint a solicitor to do the legal work, these are the basic steps involved:

Find out who owns the building; this is normally who you pay ground rent to and so in this case it is the Council.

- Contact the other leaseholders letting them know you are interested in buying the freehold

interest and inviting them all to take part. (You may be able to say who has already agreed and give some estimation of the costs involved).

- You will need a formal legal agreement with the other leaseholders. Normally this is done by setting up a company to buy the freehold on behalf of the group of leaseholders. You will also have to agree how to manage and maintain the building after sale and how the costs will be shared. A surveyor might need to be appointed to value the freehold to get at least some idea of the likely cost.
- You must serve written notice on the freeholder (the Council in this case) stating you wish to buy the freehold. You will need to state how much you propose to pay and provide details of all the leases involved. Tell the Council the deadline for a response which must be at least 2 months from your notice date. After you have given this notice to buy the freehold, the company representing you and the other leaseholders become responsible for all the Council’s legal expenses and the company will have to pay the expenses even if the sale falls through.
- The Council will reply confirming whether you have the right to purchase the freehold, and the process usually involves much negotiation. The Council may not agree to the price offered and may request other conditions in the sale. If you are unhappy at the conditions you have the option of applying for judgment to the First-Tier Tribunal.
- Once price and conditions are agreed, neither side can pull out and the sale must be completed within 2 months.

For those leaseholders who wish to know more about the ‘collective enfranchisement’ process, please contact the Leasehold Officer (0115 9173925)

# Commonhold

## The provisions of the Commonhold and Leasehold Reform Act 2002 introduced Commonhold on 27 September 2004.

The normal ownership of a flat in England and Wales is by a lease which allows a leaseholder a long term tenancy. The building in which the flat is contained is owned by the freeholder, in this case the Council, who will have management responsibility for the building. A lease value will diminish over time as its term runs out which can cause problems getting a mortgage.

Commonhold is a new type of property ownership and allows freehold ownership of individual flats within a building.

The rest of the building comprising the Commonhold is owned and managed jointly by all the flat or unit owners through a Commonhold Association.

Commonhold will mainly be adopted in new developments particularly since a group of leaseholders cannot force the owner of an existing building to convert it into Commonhold. In addition existing leases would need to be surrendered and new leases created which would be an added financial burden and may not be acceptable to mortgage lenders. However, in this situation the leaseholders have a statutory right to exercise collective enfranchisement, the joint purchase of the freehold, and this would be the necessary first step before commonhold should be considered.



# First Tier Tribunal (Property Chamber)

## There are new procedures for solving disputes in the management of residential property.

This section provides information on these rights, together with the procedures and the costs of application. It is not meant to give a full interpretation of the law nor does it cover every case. You should always seek competent professional advice before proceeding.

### First Tier Tribunal (Property Chamber) explained

First Tier Tribunals (Property Chamber) are independent and impartial. They normally consist of three members: a lawyer, a valuer and a lay person. Hearings are semi-formal and evidence is not given on oath. The Tribunal provides a quicker and simpler option to court proceedings.

Applicants do not have to be represented by a solicitor or barrister, although professional assistance is recommended. The Tribunal will hear both sides of the argument and then determine the issue. Their determination is issued in writing a short while after the hearing.

An application must be made to the Tribunal on the correct form and in the proper manner. There are forms for all types of cases which are available and can be downloaded from the [Justice.gov.uk](http://Justice.gov.uk) website. Forms can also be obtained from a regional rent assessment panel. If no specific form exists for your case category then you should write to the Tribunal including specified information.

After an application is received, the Tribunal will decide how best to progress the case. The Tribunal will write to you and any other parties to notify you of what will happen next.

The Tribunal may determine applications on the basis of written documentation for urgent or simple matters.

The Tribunal hearing will usually take place at a venue local to the property in dispute. Some Tribunals have their own office. Others use facilities such as a local council premises or function room in a hotel to hold such hearings.

An appeal can be made to the Upper Tribunal (Lands Chamber), but permission must first be granted by the Tribunal. Where a party decides to appeal to the Upper Tribunal (Lands Chamber), an application for permission to do so must be made to the Tribunal in the first instance. The application for permission is to be received by the Tribunal within twenty-eight days after the last of the following dates that the Tribunal sends to the person pursuing the appeal:

1. written reasons for the decision;
2. notification of amended reasons for, or correction of, the decision following a review; or
3. notification that an application for the decision to be set aside has been unsuccessful.

If the Tribunal does not grant permission to appeal, permission can then be sought from the Upper Tribunal (Lands Chamber).

Further information about this can be found from the Leasehold Advisory Service ([www.lease-advice.org](http://www.lease-advice.org)) or by contacting your local Citizens Advice.

The determination is final and enforceable, but you may be able to appeal to the Lands Tribunal. You can only apply for permission to appeal to the Lands Tribunal if it has first been refused by the First Tier Tribunal. The Lands Tribunal has the power to award costs.

The only significant matter that will remain outside their jurisdiction, is a leaseholder's right to set off and counterclaim for disrepair.

# Service Charges

## Seeking a determination of reasonableness

**The application may be in respect of maintenance and repair to the building or services provided, including for example, management, cleaning and building insurance arranged by the landlord.**

Where the works have been done or the services are currently being provided, the application can be to determine:

- Whether the costs were recoverable under the lease and reasonably incurred, or;
- Whether the works or services are of a reasonable standard, or;

Where works or services are proposed in the future, the application can be to determine.

- Whether, if the proposed works or services were to be provided, the costs would be recoverable under the lease and reasonable, or;
- Whether services to be provided or works proposed to a particular specification would be of a reasonable standard.

The Tribunal process can resolve disputes on charges already levied for works or services provided, and allow tenants to challenge charges when works are proposed. Landlords will also be able to seek a ruling at proposal stage, if they wish

to be certain that their plans are reasonable before they start spending.

In cases where several leaseholders make separate applications on the same grounds, the Tribunal may propose that the applications should be dealt with together at a single hearing, or that one be heard as a representative application.

Similarly, where the Tribunal has already determined a question of service charges, and subsequently received another application about the same matter from a leaseholder who was not aware of the earlier representative application, the Tribunal may invite the applicant and the respondent to be bound by the previous decision, although if either party objects, the Tribunal would hear the matter.

No application may be made in respect of any matter which has already been formally agreed by the leaseholder or determined by a court, or by arbitration, or has been referred to arbitration.



## Application fees and other costs

Leasehold Valuation Tribunal procedures are subject to payment, by the applicant, of a set fee up to a maximum of £630. This is the only payment the applicant will be required to make, other than the applicant's own professional fees arising from a solicitor or surveyor etc. The Tribunal has very limited powers to award costs, nor can costs be imposed by any court. There is limited danger of an unknown costs bill arising should the application fail. In certain cases, the Tribunal may make an order requiring the full refund of the fee to the applicant by the other party in the action.

In cases where a tenant's lease provides for the landlord's legal costs to be included in the service charges, the leaseholder may apply to the Tribunal for an order under section 20C, Landlord and Tenant Act 1985, that the landlord's costs arising from the Leasehold Valuation Tribunal proceedings cannot be recharged to the leaseholders through the service charge.

Although the Tribunal procedures are likely to be simpler than court proceedings, the issues are often complicated. We advise you to seek professional advice from a solicitor, surveyor or property manager before making an application.

Whilst there are no prescribed forms, initial advice and government approved model application forms can be obtained from:

**LEASE** – The Leasehold Advisory Service, 31  
Worship Street, London EC2A 2DX  
Tel: 020 7374 5380 [info@lease-advise.org](mailto:info@lease-advise.org)

## **First-Tier Tribunal (Property Chamber)**

15th Floor, Centre City Tower, 5-7 Hill Street,  
Birmingham B5 4UU  
Tel: 0121 666 6270

## Neighbourly Behaviour



### **Racial and other harassment**

**The Council strongly opposes anti-social behaviour, racial harassment, hate crime and domestic violence. Behaviour such as this will put your tenancy at risk.**

Harassment is behaviour deliberately intended to harm or intimidate a person. This is often by discrimination, for example, on the grounds of race.

The Council does not tolerate harassment in any form by you, your family or visitors. We take all reports very seriously and aim to provide support to victims, as well as take action within our legal powers against the culprits.

### **What should you do if you are being harassed?**

Report it to the Leaseholder Officer immediately on 0115 917 7777. You should also report the incident to the Police who may decide to take action against the person responsible.

If you report harassment to the Police, ensure that you write down the name(s) of any officers dealing with your complaints and any reference numbers that are given, which will assist us with our investigation.

Keep a record of harassment incidents noting:

- The time and location;
- The names, address and descriptions of offenders;
- Details of what happened;
- Frequency (i.e. how often) of events;
- Details of any witnesses.

### **What action can the Council take?**

Staff will work with you and your family to try to resolve the situation. We will also put you in touch with any support organisations available. If we have sufficient evidence we will take action against any of our tenants or leaseholders who are harassing you. This may involve court action to evict or transfer them, or an injunction to prevent them from approaching you.

# Neighbourly Behaviour

## Nuisance Problems

If you are having problems with your neighbours, you should always try to resolve these amicably.

It may be that your neighbours are unaware they are causing a problem and any misunderstanding can be quickly cleared up. Be open to compromise!

If you cannot resolve the problems or if the nuisance is of a serious nature, you can make a complaint to us in person, by telephone or in writing.

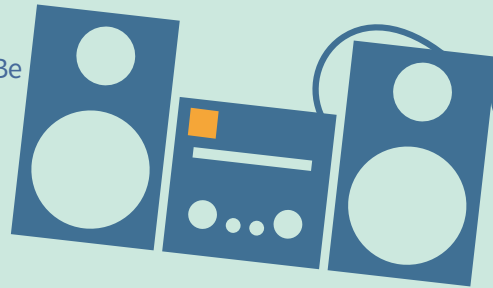
It is important that you keep a written record if a nuisance continues, as this evidence will be needed to assist the Association in taking positive action, including eviction. The amount of proof needed to take further action will vary according to the nature and seriousness of the nuisance.

You should expect to hear a certain amount of noise from next door neighbours, for example:

- One-off parties;
- Babies crying and children playing;
- Washing machines and vacuum cleaners.

It is important, however, to remember your neighbours and keep noise to a minimum;

- Don't play your television, radio, hi-fi or musical instrument too loudly, especially with your windows open;
- Avoid banging doors and walking on bare floorboards in heavy shoes;
- Inform your neighbours if you are having a party;
- Avoid loud work at night.



## Pets

You will need to write in for permission for any pets.

## Rubbish

If you have rubbish to get rid of please dispose of it properly. In communal blocks of flats bin stores are located outside. Most items of household and garden waste can be taken to your local recycling centre.

If you need advice on how to dispose of household goods, please contact the local council's Waste Management Unit.



# Complaints and Suggestions

## Complaints

We are committed to delivering a high quality service to all our customers.

We work continually to improve the service we offer. But sometimes of course things go wrong and when they do, we want to put them right and as quickly as possible. We are committed to dealing with all complaints quickly, fairly and effectively – and to the satisfaction of the person who has lodged the complaint.

## How Can I Make A Complaint?

You can lodge your complaint in a number of ways including;

- By telephone to 0115 917 7777;
- In person at our offices;
- By Email to [hpls@broxtowe.gov.uk](mailto:hpls@broxtowe.gov.uk);
- In writing to the Leaseholder Officer.

## What Happens Next?

We will acknowledge receipt of your complaint within three working days. You will also be advised who is dealing with your complaint and when you can expect a full response from us.

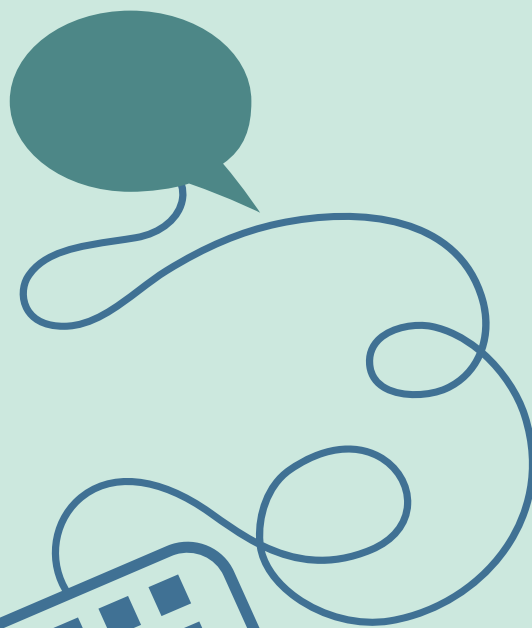
We aim to provide you with a full written response within 15 working days.

If you are not happy with the outcome of our consideration of your complaint, you have one calendar month from the date of our response letter, to request that the complaint be considered at the next stage of our process.

## What if I am still not satisfied?

If your complaint has been considered at all three stages and you are still not satisfied with the outcome, the Housing Ombudsman Service may consider a complaint for you. The Housing Ombudsman Service can be contacted at:

**The Independent Housing Ombudsman**  
 81 Aldwych  
 London  
 WC2R 4HN  
 Tel: 020 7421 3800  
 Fax: 020 7831 1942  
 Email: [ombudsman@ihos.org.uk](mailto:ombudsman@ihos.org.uk)  
 Website: [www.ihos.org.uk](http://www.ihos.org.uk)



# Resident Involvement

## Make Your Voice Count

### Why Involve Residents?

Residents are central to our business and are best placed to tell us what works well and what could work better. Resident involvement in Housing Services enables the needs, priorities and aspirations of residents to form the basis of service development.

### What is Resident Involvement?

Resident Involvement is a partnership approach to developing Housing Services with a number of ways available for residents to let us know their views and opinions. From involvement at home right through to involvement in decision making, residents choose how they make their voice count. Support and training is provided to ensure residents have the skills they need to be involved in their preferred way.

### Leaseholder Involvement

All leaseholders are welcome to attend any involvement meetings or activities that are organised by the Housing Department to ensure your views are considered when services are being developed. For leasehold specific issues separate arrangements will be made to enable you to discuss these with officers and make recommendations for improvements. This will usually take place around the time you receive your annual service charge.

Further information about how you can get involved and make your voice count can be found at [www.broxtowe.gov.uk/residentinvolvement](http://www.broxtowe.gov.uk/residentinvolvement)

## The Leasehold Advisory Service (LEASE)

The Leasehold Advisory Service (LEASE), is a Government funded body which provides free legal advice to leaseholders, landlords, professional advisers, managers and others on the law affecting residential leasehold and commonhold.

LEASE can provide advice by telephone, letter or email, or in person at their offices; it can arrange seminars and group meetings where large numbers of leaseholders want to discuss a joint issue.

LEASE is open for visitors by appointment only.

You can contact LEASE at

**Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX.**

**Telephone: 020 78322500**

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

**Email: [info@lease-advise.org](mailto:info@lease-advise.org)**

# A Guide to Selling Your Property

If you want to sell your property this section tells you some of the things you will need to know.

## Advising the Council

If you sell your property, you must advise the Council within one month of the completion date. This is a specified legal process (Notice of Assignment) which will usually be undertaken by your solicitor. However, it would be helpful if your solicitor could inform us of the completion date in advance, so that we can make sure we have all the information ready that the buyer or their solicitor may require.



## Home Seller's Information Pack

Leaseholders will be responsible for providing their own Home Seller's Information Pack.

## Repayment of Discount

If you purchased your property through the Right to Buy less than five years ago, you will be required (under the terms of your lease) to repay some of the original discount on a reducing scale.

## Selling Back to the Council

The Council is occasionally able to buy-back leasehold properties. If you would like to know more about this, call 0115 917 7777.



# Useful Council Telephone Numbers

Repairs	0115 917 7777
Council Tax	0115 917 7777
Buildings Insurance	0115 917 3275
Garage Waiting List	0115 917 3422
Grounds Maintenance	0115 917 7777
Ground Rent Charges	0115 917 7777
Leaseholder Queries	0115 917 7777
Mediation Services	0115 917 3057
Capital Works	0115 917 3659
Resident Involvement	0115 917 3616
Refuse & Bulky Waste Collection	0115 917 7777
Service Charge Accounts	0115 917 7777

