

	G25	Leaseholders Guide to Repairs:	Version No.	Date Reviewed
	Department: Housing & Care		1.4	June 20

Our Responsibilities

As the freeholder, we are responsible for managing certain elements of the building within which you live, whether that be an apartment in a communal block or an individual bungalow. Our responsibilities extend to specific property repairs as well as the maintenance of shared facilities, such as:

As a general guide we may carry out works including:

- Repairs and maintenance to an apartment building's structure, including the roof and guttering;
- Repairs and maintenance of shared parts of an apartment building, including re-decoration and cleaning of communal areas and the service and repair of installations such as lifts, fire alarms, sprinkler systems, plant room and TV distribution systems;
- Plumbing and drainage not within the confines of and not exclusively associated to a leasehold dwelling;

As individual leases and schemes differ, we would always advise you to check your own agreement for clarification as to what works we will carry out and what your responsibilities are but included within Appendix A are some general examples.

Under the terms of your lease it is our responsibility to insure the building you live in. The insurance is in place to cover costs in the event of major accidents to the structure of your home. This means that the outer walls, roof and communal areas will be covered if, for example, there is a fire, storm, flood, leak or gas explosion.

The cost of your buildings insurance is based on the rebuild value of your home and is paid through your service charges.

Leaseholder Responsibilities

As a leaseholder you are responsible for all repairs to everything within the walls of your dwelling. We strongly advise that you check your lease so you are aware of what we are responsible for as this may vary from lease to lease and scheme to scheme.

If you require work to be carried out on your leasehold property, you can arrange for your own tradesperson to undertake any repairs that are needed, providing that their work is of sufficient quality and their work methods do not introduce risks to the building or its occupants. If you are unsure we do hold a list of approved contractors.

You are responsible for your personal belongings and your home contents (carpets, furnishings, white and electrical goods etc). We therefore strongly recommend that you take out contents insurance with cover for the internal fixtures and fittings of your property as the cost of some repairs can be significant. Most insurance companies provide this cover under their standard contents policies, usually under a section called "Tenants Liability" or similar. We recommend that you check that their policies provide sufficient cover for their responsibilities under the terms of the lease.

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We may agree to undertake repairs in your property, on your behalf, if your health and safety is at risk or when damage may be caused to a property if an emergency situation is not immediately rectified. Such work will be the subject of a cost-recovery recharge.

Works classed as the direct responsibility of the leaseholder include:

- Servicing of gas/electric heating systems
- Replacing light bulbs, tubes, fuses and plugs (*unless in communal areas*)
- Replacement/repair of keys/lock change/access (*please check as LACE must control 'suited' keys/locks and may assist vulnerable leaseholders*)
- Repair/replacement of white goods and other appliances, including connection
- Smoke alarms fitted by leaseholder (*but not those provided by LACE as part of a centralised fire detection system*)
- Repairs to internal plumbing, including blocked toilet/sink/bath/wash hand basin (*stop tap and beyond*)
- All internal decoration, including damaged/worn floor coverings and wall finishes
- Repair of electrical and signal wiring (*consumer unit and beyond*)
- Repair/replacement of heating and hot water systems (*where this is driven by a distributed heat system, everything within the 'secondary' circuit*)
- Minor pest infestations within individual accommodation

Please refer to Appendix A for a more comprehensive list and your lease agreement for further detail.

Alterations and Improvements to your home

We understand that you may wish to make improvements and alterations to your home from time to time. Before you carry out any such work you must first check any restrictions within the Lease as some may include restrictions that prohibit certain things, such as extensions, conservatories or external decoration.

If you are considering any work that involves structural alterations or which may affect the integrity of the property, you will need to obtain permission from us, as freeholder, in advance.

Some examples of alterations or improvements that would require permission are:

- Removing walls
- Replacing windows
- Replacing external doors
- Moving a bathroom or kitchen within the property
- Any pipework connected to other services (e.g. drainage, guttering etc.)
- Installing satellite dishes and TV aerials (additional to those supplied)
- Reducing the height of doors which could affect fire spread and removing door closers on fire doors

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You will be supplied with an information sheet relevant to the property you are purchasing which will give more detailed advice on alterations and restrictions within that particular scheme.

You will not usually require our approval for any non-structural improvements but you may wish to contact us for advice beforehand.

We reserve the right to charge an administration fee in relation to a request for an alteration or improvement.

Chargeable Repairs

If we carry out any repair or remedial work which is your direct responsibility or

- which is caused by your actions and which then presents a risk to the health, safety or security of others;
- which is caused by you failing to undertake remedial work to your property within a reasonable time;
- which results from damage caused by you, your family or visitors, to the fabric or structure of the building/fixtures/fittings/grounds
- which results from damage caused by you, your family or visitors, to any furniture or equipment owned by us
- which is due to you failing to inform us of any routine repairs needed
- which results from a statutory notice served on us due to your actions
- involves damaged or lost suited keys/locks or programmable access fobs

then you will be charged for such work on a 'time and materials' basis, with a small administration charge also levied. In such instances we will endeavour to supply the leaseholder with an estimate of the cost of the repair before work commences.

The Leasehold Advisory Service offers independent information for leaseholders and can be found at <http://www.lease-advice.org/>

Appendix A - Leasehold Guide to repairs

As a leaseholder you would be responsible for all repairs to your premises but we, as your Landlord, are responsible for maintaining the communal areas and our estate. You pay towards required works to any communal and estate services via the service charge.

The exact details of specific repairs and other responsibilities are contained within the lease. Always refer to the original lease which is the legal contract as these may differ from lease to lease, however in order to help you understand these, please refer to the table below which may help determine responsibility

Please note: This is not an exhaustive list but is intended as a guide to common questions that are raised. Also, there may be exceptions to the above in certain circumstances if the premises are less than one-year-old and where there may be warranties or contractor responsibility periods in place:

(* indicates works are covered by service charge on sinking fund contribution)

Elements of the Building or other responsibilities	LACE HOUSING LIMITED (to arrange)	Leaseholder	
		Apartment	Bungalow
Pay the Service Charge		√	√
Pay Rent (Peppercorn)		√	√
Pay for any damage you cause in communal areas		√	√
Buildings Insurance*	√		
Contents Insurance – we would strongly advise you to take out contents insurance		√	√
Pay your share of the cost of communal repairs		√	√
Pay your share of required works carried out in communal areas *		√	√
Estate Services			
Communal car parking areas, repair and maintenance of *	√		
Communal gardens, pathways etc. – cut grass, weed, trim/prune shrubs and bushes, tree work *	√		

Elements of the Building or other responsibilities	LACE HOUSING LIMITED (to arrange)	Leaseholder	
		Apartment	Bungalow
Communal Lift – routine maintenance, repairs and renewal *	√		
Communal hallways and areas – internal cleaning, internal decoration *	√		
Communal TV aerial and or dish – repair and maintenance *	√		
Communal doors and intercom - (where provided) *	√		
Communal refuse bins - (where provided)	√		
Communal day to day repairs (your share of the costs) *	√		
Communal major works (your share of the costs) *	√		
Decoration			
Internal decorations to leasehold property		√	√
Decorations to communal areas – internal and external *	√		
Doors			
External Door frame		√	√
Front Doors – replacement doors must be fire rated and ideally match the original (you must get written permission if you wish to replace)		√	√
Door handles, door locks, letterbox, lost key		√	√
Additional security		√	√
Internal doors and frames		√	√
Communal doors *	√		
Drainage and associated pipework			
Blockage to shared drainage pipes *	√		

Elements of the Building or other responsibilities	LACE HOUSING LIMITED (to arrange)	Leaseholder	
		Apartment	Bungalow
Blockage within leasehold property		√	√
Internal pipes solely serving the leasehold property		√	√
Electrical			
Faults within the leasehold property– e.g. fuses, extractor fans, light fittings, plug sockets		√	√
Communal lighting *	√		
Communal entrance intercom system *	√		
Electrical safety checks in communal areas *	√		
Electrical Safety checks (internal to leasehold property)		√	√
Fire alarms			
Fire Alarm (communal areas or within apartment where integrated into communal system) *	√		
Stand-alone fire detection within leasehold property		√	√
Flooring			
Floorboards, tiles, concrete screed, other floor coverings		√	√
Joists - bungalows			√
Joists – apartments *	√		
Skirting boards		√	√
Gas (where provided)			
Gas escapes within leasehold property		√	√
Gas appliances		√	√

Elements of the Building or other responsibilities	LACE HOUSING LIMITED (to arrange)	Leaseholder	
		Apartment	Bungalow
Gas servicing/annual gas safety check (internal leasehold property)		√	√
Gas appliances within communal areas *	√		
Gas servicing to communal appliances *	√		
Annual gas safety check to communal appliances *	√		
We recommend that all leaseholders organise to have their gas appliances serviced and safety checked on an annual basis as not doing so could invalidate the building insurance in the event of a gas-related incident.			
Gutters			
Communal gutters to apartments *	√		
Gutters to leasehold property			√
Heating and hot water			
Communal heating and hot water installations (e.g. boiler, radiators, and pipes connected to a communal system) *	√		
Individual heating systems within leasehold property		√	√
Plumbing			
Plumbing within leasehold property (e.g. burst pipes, stopcocks, taps and washers, hot or cold water tanks, nailed pipes, leaking pipe joints)		√	√
Main storage tank (in communal area) *	√		
Communal waste pipes *	√		
Roof			
External and internal roof structures above plasterboard ceiling in bungalows			√
Loft Space to Apartment blocks *	√		
Loft Space to Bungalows			√

Elements of the Building or other responsibilities	LACE HOUSING LIMITED (to arrange)	Leaseholder	
		Apartment	Bungalow
Solar Panels on apartments *	√		
Solar panels on bungalows			√
Walls and Ceilings			
Internal walls and ceilings within leasehold property			√
External structural walls and internal communal walls and boundary/retaining walls to apartment blocks *	√		
External structural walls and internal walls to bungalows			√
Windows			
Window frames and glass to apartments	Please check individual lease		
Window frames and glass to bungalows			√
Communal window frames and glass *	√		
Additional security		√	√
Window cleaning to leasehold bungalow	Please check individual lease		
Window cleaning to apartment block and communal windows *	√		