



Leaseholder Handbook 2020

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Welcome

On behalf of the Association I am delighted to welcome you to your new home. We aim to provide a high standard of specialist housing and support services for older people and vulnerable people. We manage various types of housing schemes specifically designed for people over the age of 55. Some of our homes are designed for purchasers to buy a 75% (some earlier schemes allowed a greater % to be purchased) of the open market value share. The properties are sold as leasehold and the freehold remains with the Association.

We have produced this handbook, along with other supporting information, to help you as you move into your new home. It contains useful information about us, the services we provide and your rights and responsibilities as a leaseholder. From time to time it will be necessary for us to update this handbook but the latest version will always be available on our website or we can send you a copy on request.

This handbook does not replace your Lease; it is a guide of what to do if you need advice or have a problem. If you are in any doubt about your rights or responsibilities under your Lease you should seek independent advice.

I hope that you settle into your new home as soon as possible and that we may have the opportunity of meeting together in the near future.

Kind regards

Nick Chambers
Chief Executive

Part 1 History

For over 50 years we have responded to the needs of older people. Today we are the leading social housing provider in Lincolnshire specialising in a wide range of housing and support options for older people.

We understand that in later life people value independence at a time when frailty and disability threaten to take it away. That's why we pride ourselves in designing, developing and maintaining a very high standard of accommodation and support services, ensuring that the needs of our residents are met.

LACE Housing was founded by Frank Eccleshare O.B.E. in 1964 to help meet the Housing and Care needs of older people within the City of Lincoln. Following a survey initiated by City of Lincoln Council, Frank, a master builder and City Councillor at that time, was challenged by his wife to respond to the needs of the elderly within the City.

During his working life, Frank served during World War II at RAF Scampton, Coningsby and Woodhall Spa before returning to his trade as a master builder within the City of Lincoln. He served as a City Councillor, Chairman of Lincoln City Football Club, Mayor of Lincoln and Chairman of Lincolnshire Social Services.

Frank was awarded the O.B.E. in 1978. He was also a life President of Age Concern, Lincoln and awarded the City of Lincoln Civic Award and Honorary Freeman of the City. Sadly, Frank passed away in January 2008, however his vision continues to inspire us to respond to the needs of older people within the City and County of Lincolnshire.

During the past 50 years we have experienced considerable growth in terms of the amount and range of housing and support services provided. Our continued success is down to the invaluable support and commitment given by our staff, our volunteers and by working in partnership with other agencies and organisations.

Part 2 Contacting us

By telephone:

Lace House:	01522 514444
Brick Kiln Place, Grantham:	01476 516358
Olsen Court, Lincoln:	01522 522458
Worth Court, Bourne:	01778 423138

Lace House telephone opening times:

9am – 1pm, Monday to Friday. Please only report emergency repairs outside of our opening hours, see section below.

Out of hours emergency repair number: 01522 514444 followed by Option 1

1pm to 9am plus weekends and Bank Holidays.

For a list of emergency repairs see repairs and maintenance section of this handbook). Our on-call Property and Maintenance team member will speak to you and assess whether the repair is an emergency.

Our website provides lots of useful information and advice which means that you may find the answer to your query without the need to contact us.

Website:

www.lacehousing.org

E-mailing us:

enquiries@lacehousing.org

Registered Office:

Lace House
2 Olsen Rise
Lincoln
LN2 4UZ

Lace House: Lace House is not open to residents or members of the public without a prearranged appointment.

As Lace House is not open to the public, if you intend to visit Lace House it is important that you telephone us to make an appointment first. This will enable us to ensure that the correct person is available to deal with your enquiry as many of our staff work part time or are based at other locations.

We can arrange to visit you in your home by appointment. Our staff will always carry identification with them which will be shown to you on arrival at your home. We also ask that you do not smoke in your home two hours before, or whilst our staff or contractors visit your home.

Housing with extra care schemes

Brick Kiln Place	Olsen Court	Worth Court
Caunt Road	Olsen Rise	Willoughby Road
Grantham	Lincoln	Bourne
NG31 7GJ	LN2 4UZ	PE10 9LD

Office opening times: 9am to 3.30pm* Monday to Friday (excluding Bank Holidays)
9am to 1pm Saturday and Sunday (excluding Bank Holidays)

*subject to any local variances, please contact the Scheme.



Part 3 Emergencies

Gas leaks

If you think you have a gas leak or can smell gas, leave your home and phone the National Gas Emergencies number immediately on **0800 111 999**.

If you're at home, and you can do it safely, turn off your gas supply. The gas mains tap should be beside your gas meter. Move the handle a quarter turn until it's at 90 degrees from the pipe to shut off the gas supply.

What to do if you smell gas

Do:

- open doors and windows to allow fresh air in;
- turn off the gas at the mains tap, which is usually near the meter. Move the handle a quarter turn until it's at 90 degrees from the pipe to shut off the gas supply;
- leave the property;
- phone the National Gas Emergencies number on 0800 111 999. Only use a mobile phone from outside the property. The number is free and available 24 hours a day;
- follow the advice given by the emergency adviser;
- wait outside for a gas engineer to arrive;
- if you are feeling unwell, visit your GP or hospital immediately. Tell them you may have been exposed to a gas leak or carbon monoxide poisoning;
- phone us on 01522 514444 and notify our property and maintenance team, but please note that if the leak is from your own appliance this is your responsibility to repair under the Lease and any costs incurred by the Association will be recharged to you.

Don't:

- smoke, light a match or use any other naked flame;
- turn any electrical switches on or off;
- use doorbells, mobile phones or any other electrical switches which could cause a spark.

Fire

If you discover a fire in your home:

Follow the fire action notice given to you in when you moved in. We will have explained the fire notice to you, as well as provided a verbal summary of the fire detection systems within your individual home and the wider scheme. Please make sure that you and any visitors know what to do in the event of a fire. Make sure you know where the nearest emergency exit is (this might not be the route you usually take). This should be the first thing you do when you move into your new home. We also provided you with a fire safety leaflet produced by the government and we recommend that you read this as you move into your new home and from time to time as a reminder.

We conduct a fire risk assessment for all our schemes and we can provide you with a copy for your Scheme on request.

Water leaks

If you have a water leak in your home:

- turn off the water at the main stop tap (If you have moved into a new build we will have shown you where this is, but if you are purchasing from an existing Leaseholder you should confirm the location with them); and
- call us on 01522 514444 and press Option 1 (out of hours 1pm to 9am weekdays, weekends and Bank Holidays) but please note that if the leak is from pipework within your own premise this will be your responsibility to repair under the Lease and any costs incurred by the Association will be recharged to you.
- it is dangerous if water is leaking onto electrical fittings, see electrical failure below.

Electricity failure

If you have an electricity emergency:

- do not touch bare wires, sockets or switches;
- turn the power off at the mains; and
- call us on 01522 514444 and press Option 1 (out of hours 1pm to 9am weekdays, weekends and Bank Holidays) but please note that if the fault is from your own appliance/wiring this is your responsibility to repair under the Lease and any costs incurred by the Association will be recharged to you.

If you have a power cut:

- If your power goes off unexpectedly, check to see if your neighbours still have electricity. If their power is also off, you should contact Western Power on **0800 6783 105** or alternatively the electricity network operators have introduced telephone number **105** - to give you an easy-to-remember number to call that will put you through to the local people who can help during a power cut.
- If your neighbours still have power but your home doesn't, it's likely there is a problem with the fuses or trip switches in your home and you should first check to see if one of your electrical items is faulty and is tripping the fuse. If you have individually unplugged electrical items and have been unsuccessful in resetting the trip switch, please contact our Property and Maintenance team but please note that if the fault is from your own consumer unit it is your responsibility to repair under the Lease and any costs incurred by the Association will be recharged to you.

In the event of a power outage there are some simple precautions you can take to help best prepare and deal with the situation:

- If electricity is crucial for any medical equipment you have, please contact Western Power as they may be able to put you on their Priority Register for assistance during any power outage.
- Make sure you have multiple torches along with extra batteries.
- Make sure you keep your mobile phone charged so you can make calls in case of an emergency.
- Keep fridges and freezers closed, with a blanket over as they will stay cold for many hours.

Severe weather

During periods of severe weather, we would recommend that you are extra vigilant and check your property for early signs of potential weather damage. Our staff may have difficulty reaching you in severe weather conditions, so please do not use the out of hours emergency repair number unless absolutely necessary. We recommend that our tenants:

- report running water overflows as soon as possible to us as they may cause problems if this freezes;
- know the location of the water stop tap in case of a burst pipe;
- keep a torch and extra batteries in an accessible place in case of a power cut;
- know where the emergency telephone numbers for your utility suppliers are kept;
- wrap up warm in severe weather conditions, make sure you have plenty of food supplies and do not go out unless absolutely necessary;
- keep the heating on constantly at a reasonable temperature.

We provide grit bins and spreading scoops across our schemes for use by our residents. We aim to make sure that they are stocked with grit/rock salt during the winter months between November and March each year. Stocked grit bins provide a facility for residents to grit paths and carparks during winter months. We do not carry out a gritting or snow clearance service. We do not recommend that residents clear snow from our schemes. In the event of extreme and prolonged snow fall we encourage our residents to stay indoors and keep safe and warm.

Part 4 Moving in

When you move in

If you are purchasing the Lease from an existing leaseholder, you should satisfy yourself on the condition of the property as part of agreeing the sale and it is not generally the responsibility of LACE to intervene. If you are concerned that the property does not meet the terms of the Lease you should seek advice from us prior to finalising your sale.

It is important that you move into your new home quickly, at the start of your Lease, or you tell us about any delay. If not, we may think that you do not need the property and have abandoned it. Also, if you are eligible for housing benefit or universal credit you will not be entitled to it until you are actually living in the property.

We want you to be happy and comfortable in your new home and you can decorate and personalise it to make it your own, providing this is carried out in accordance with the terms of the Lease.

Notifying utility providers

When you first move into your new home, it is important that you contact the utility companies, for water, electricity and where applicable gas, unless these are provided by us through your service charge (we will tell you if this is the case). For a new build we will take the meter readings as part of the sale. If you are purchasing from an existing leaseholder, you should make arrangements for meter readings to be taken as part of finalising the sale with them.

You should also contact the council tax department and notify them that you are the leaseholder and are responsible for the payment.

You will also need a TV licence for any equipment that you use to watch TV. You are responsible for paying your own TV licence or seeking any concessions. You should contact the TV Licence Authority at tvlicensing.co.uk.

Costs of running a home

In addition to the service charge there are quite a lot of expenses associated with running a home, which you are responsible for.

- council tax;
- gas;
- electricity (unless we tell you within your Lease agreement that this is collected as part of your service charge);
- water (unless we tell you within your Lease agreement that this is collected as part of your service charge);
- contents insurance;
- telephone/broad band;
- TV licence;
- support and personal care costs (if applicable).

Insurance

There are two types of household insurance policies – **buildings insurance** to protect against damage to the structure of your home together with its fixtures and fittings, and **home contents insurance** that protects you against damage or loss of your possessions (including accidental cover for damage to glazing, fixtures & fittings).

We arrange buildings insurance but you need to arrange your own home contents insurance. You need to make sure you have enough cover for your possessions, including carpets/laminate flooring and all electrical appliances in the event of a flood, fire or similar disaster that could unfortunately result in you having to pay to remove, store and/or replace all your possessions in one go. You should also check if your insurance covers water leaks from your flat damaging the contents of your neighbours, because you will be liable.

We will only repair the structure of the building and will not contribute to the repair/replacement of your personal possessions.

Compliments

Your feedback is very important to us and helps to shape improvements to our services. By finding the time to say 'well done' if a person or service merits it provides a great boost to our staff. Compliments are important as they help us to monitor what works well and when members of staff have been particularly helpful. Compliments can be made by completing our compliment slip that can be found in your Scheme, or alternatively by telling us about it either in person, by email, by telephone or our website.

We also know that sometimes residents want to show their thanks to members of staff by giving them a gift. However, in order to protect residents and our staff we do have strict rules on what staff can and cannot accept. Please see our factsheet 'acceptance of gifts.'

Complaints

Our vision is to be Lincolnshire's leading provider of specialist housing and support services for older and vulnerable people. However, we acknowledge that sometimes things go wrong, or our performance or services will not meet customers' expectations. We need to know about complaints so we have the opportunity to put things right and improve the services we provide.

If you tell us that you are unhappy with our service, our first priority is to put things right locally and informally. This allows a quick and effective solution to be reached without the need for lengthy investigations under our formal complaints procedure.

We will always ask you to tell us what you would like us to do to put things right. If we are unable to resolve the complaint through taking your requested action, we will explain the reasons for this and discuss alternatives or simply apologise for our mistake and ensure that any lessons learnt are shared across our teams.

We don't treat everything as a complaint. If you are reporting a first request for service, information or an explanation of our policies and procedures or you are reporting a neighbour dispute or antisocial behaviour, unless your complaint is about how we have handled the case.

Complaints can be made by completing our complaint form that can be found in your scheme or we can send you a copy, or alternatively by telling us about it either in person, by email, by telephone or through our website.

We have published a separate factsheet on complaints and compliments and you can view this on our website or we can send you a copy.

Satisfaction surveys

We may also contact you occasionally to ask you to complete a satisfaction survey based on your experiences with some of the services that we provide; this information will be used with the aim of continuously improving our customer service and the services we provide to you and other residents.

Equal opportunities and diversity

We aim to have a working environment and housing schemes that are inclusive and free from discrimination, prejudice or harassment. We believe everyone has the right to be treated with dignity, fairness and respect. We want to make sure that no individual or group experiences unfair treatment in accessing our housing or through other services we provide, such as repairs and rent collection.

We will not discriminate, harass or victimise anyone regardless of their background, characteristics or beliefs. We are committed to eliminating all forms of unfair discrimination and promoting equality by being tolerant, inclusive, understanding and not judging others or their lifestyle choices and challenging prejudices, and conscious and unconscious biases.

We recognise that certain groups and individuals are more likely to be discriminated against. This may be on the grounds of race, gender, including transgender, disability (whether mental or physical), age, sexual orientation, religion and belief, language or other personal attributes, such as physical appearance. It should not be assumed that just because unacceptable treatment does not amount to discrimination, it suddenly becomes acceptable.

We have published a separate factsheet on race and hate crime and you can view this on our website or we can send you a copy.

How we look after your personal data

We will process your personal data in accordance with the Data Protection Act 2018 and the General Data Protection Regulations (GDPR). During your tenancy we will collect and process information about you and your household for the following purposes:

- managing your Lease and the property it relates to;
- monitoring compliance with the terms and conditions of your Lease;
- delivering support for any extra care and support needs you or any member of your household may have due to vulnerability or ill health;
- conducting surveys in order to monitor and improve our services.

Unless we specifically advise you otherwise, we will only collect and process personal information that we need in order to carry out these functions. This personal information will be stored on our computer systems and/or in your property file. Our electronic and manual files are held securely and we have security measures in place to prevent unauthorised access. From time to time we may need to provide third parties with personal information relating to you. However, this will only occur so that we may accomplish the purposes described in the bullet points above or where we have to do so by law or any government body, or where we consider it to be in your vital interests or if we have your consent.

In cases where arrears or other debt remain outstanding after termination of a Lease agreement we may disclose personal details to tracing and or debt collection agencies. However, we will not sell or rent your information to third parties. We will not share your information with third parties for marketing purposes.

You will have been given a copy of our privacy statement when you applied for housing with us and the latest version is available on our website.

Right to information

You have a right to access the information we hold on you. You must make a request in writing, this is called a subject access request. We have one month in which to collate and deliver the information. If we receive a request, we will ask you to provide identification to confirm your identity. This is to protect you from your information being disclosed to someone pretending to be you.

Getting involved

We welcome leaseholders getting involved in the way we work, in managing their homes and the neighbourhood where they live. There are many ways and opportunities for you to have your say and influence the decisions we make.

Some of the ways you can get involved include:

- accessing social media – we use Facebook, Twitter and our website to engage with our residents on our day to day activities;
- participating in resident meetings held regularly with our housing for extra care schemes and we encourage residents to consider forming a residents' association in their own scheme;
- nominating our staff who you feel are deserving of being considered for an award at our Annual Awards and Presentation Evening for staff/volunteers.
- becoming a Scheme Champion – monitoring service contracts and/or building safety;
- joining our resident scrutiny panel.

Residents' Associations can be a really useful way to enable leaseholders to have collective involvement in the management of their scheme. The Association can be formally recognised by LACE provided there is a formal constitution, an elected committee and it has a representative membership of at least 51% of all leaseholders at your Scheme.

Recognised status gives certain rights to our officers in acting on behalf of its members including:

- The right to nominate a contractor for qualifying works and long term arrangements, and for the secretary to receive a copy of the proposals before going out to tender;
- The right to receive a summary of insurance cover on receipt of written request;
- The right to have access to service charge costs and expenditure receipts.

For more information about how to get involved please contact us or take a look at our website for more details.

Part 6 Your Lease agreement

Your Lease agreement

Your Lease is a legally binding contract that sets out the terms on which the landlord allows the leaseholder to occupy the property described in the Lease. It details the responsibilities of both parties. It is important to remember that, as a leaseholder you have not purchased the property as you would if you have purchased a freehold. Instead you have purchased a long term lease (this can be up to 125 years from the date of the original purchase of the Lease) to allow you to live in the property.

As landlord, we have a legal duty to enforce your obligations under the Lease and to maintain and repair the building that your home is in and all shared areas, grounds and services. Your Lease states that you must contribute towards the cost of managing and maintaining your block and the shared communal areas. These costs are called service charges. As a leaseholder you are responsible for taking care of your home, keeping it in good repair. You are also responsible for the regular maintenance and repair of any gas appliances in your property. You are required to adhere to the terms and conditions of your Lease and be aware that you require our consent prior to any alterations being made or if you wish to sublet the property.

Different Lease agreements give you different rights. This part of the handbook highlights the main clauses of our Lease agreements and how they affect you. You need to check what agreement you have and see what applies to you. If you are unsure then you should contact us and we will confirm what your agreement says. You should keep your copy of the Lease agreement safe and you may need to make a copy available if you make a claim for housing benefit or universal credit.

If there is anything in your lease you are unclear about you can contact us or you can get advice from a solicitor or the Citizens Advice Bureau. You can also use the Lease Advisory Service which is a free government organisation and they have a very helpful website: www.lease-advice.org

Landlord's responsibilities

As the freeholder, we retain ownership of the building and as such are responsible for the following:

- Upkeep of the structure of the building itself, the exterior and common parts of the building including communal cabling, drains, external pipes and fencing where applicable (this is different for bungalows).
- Routine maintenance and planned repairs and improvements to the building where your home is situated (this is different for bungalows).
- Arranging building insurance to cover full reinstatement costs.

- Providing details of service charge costs and your contribution.
- Keeping accurate accounts and presenting them to leaseholders within 6 months of the end of the financial year.
- Consulting with you before carrying out expensive works to the building.
- Ensuring the communal areas comply with fire regulations.

We also have the right:

- Of entry to your property to carry out repairs, improvements or to inspect your property, having given reasonable notice (unless in an emergency).
- To charge you and other Leaseholders within your Scheme a fair and reasonable contribution of the cost of works to the building and communal areas. These costs are called service charges and are explained in part 7 of this handbook.

Leaseholder's responsibility

As a Leaseholder you will be responsible for:

- Internal heating systems.
- Pipes/cabling that exclusively serve your home.
- Keeping the interior of your property in good and substantial repair and condition, including decoration.
- Payment of service charges and all other monies due under the Lease.
- Advising us of any transfer of Lease, mortgage or subletting for approval, (subletting is not normally allowed under the terms of the Lease).
- Sending us a copy of any notice affecting the property.
- Allowing us and our agents reasonable access to your property after notice is given to you.
- Not causing a nuisance to other residents.
- Keeping the communal areas clear of all items.

You also have the right:

- To information on the service charge(s) and the money spent within your Scheme.
- To be consulted on expensive works and long term contracts that affect the building.

If the property you are Leasing has gas appliances, you will be responsible for ensuring that these appliances and associated flues etc. are serviced regularly. This should be carried out at least every 12 months by a Gas Safe registered contractor and you should keep a record of these checks.

There are differences in services offered to tenants and leaseholders as tenants pay rent for a range of additional services through their rent that leaseholders do not pay through their service charge. These include comprehensive housing management services, such as dealing with anti-social behaviour. Leaseholders are expected to manage their own homes and any issues arising as they do not pay a fee to the Association to provide these services. We may also charge an administration fee for other services such as requests for permission to make alterations and to keep a pet.

Antisocial behaviour, domestic abuse, harassment

There are clauses in your Lease agreement which commit you to not taking part in antisocial behaviour, including domestic abuse and harassment.

We will work in partnership with relevant agencies to attempt to quickly resolve any antisocial behaviour reported to us.

Antisocial behaviour arises out of inconsiderate acts, patterns of behaviour or targeted actions that cause nuisance, such as:

- excessive noise (other than day to day living);
- verbal abuse/harassment/intimidation/threatening behaviour;
- hate related incidents base on race, nationality, ethnic origin or colour, religion or belief, gender reassignment, age, disability, sexual orientation or any other reason such as appearance etc. (please refer to our race and hate policy);
- vandalism and damage to property;
- drugs/substance misuse/drug dealing/alcohol related ASB;
- domestic abuse;
- physical violence;
- prostitution;
- criminal behaviour.

Please report the ASB to us as quickly as possible. You can do this either over the telephone, or via our online reporting form on our website. Once reported a member of our housing and support team will carry out an initial assessment of your report within 1 working day for serious or hate crime and within 7 working days for all other reports. We will give you appropriate advice and support and guidance on the action that can be taken. We will normally agree an action plan of what we will do i.e. contact the alleged perpetrator and what you will do i.e. keeping diary sheets of the antisocial behaviour. Please note that if you live in a Scheme that are all leasehold, or you dispute is with another leaseholder we will give advice but as you do not pay rent you will be unable to access our full housing management services.

Please remember, criminal acts should always be reported to the police first of all. If the crime is happening at the time, then please call 999. If the crime has already occurred, then call the non-emergency reporting line on 101. You should obtain an incident number for your records. You will also require a crime reference number for any insurance claim.

We have published separate factsheets on antisocial behaviour, our neighbourhood service standards and our approach to race and hate crime and you can view these on our website or we can send you a copy.

Safeguarding

We are committed to supporting residents to raise safeguarding concerns. Safeguarding means protecting an adult's right to live in safety, free from abuse and neglect. Safeguarding involves people and organisations working together to stop abuse and neglect happening. Safeguarding does not mean protecting every adult from every kind of harm or risk to their own personal safety but applies where an adult:

- has needs for care and support (whether or not the local authority is meeting any of those needs) and;
- is experiencing, or is at risk of, abuse or neglect; and
- as a result of those care and support needs is unable to protect themselves from either the risk of, or the experience of abuse or neglect.

We have published a separate factsheet on safeguarding and you can view this on our website or we can send you a copy.

Pets and animals

Your Lease will state if there are any restrictions to keeping pets in your home and how you can ask for written permission if pets may be allowed. You must obtain our written permission to keep a pet by first completing our pet permission application form. Due to the type and nature of our accommodation pet permission will only be given under exceptional circumstances where responsible pet ownership can be proven in relation to the scheme in which you live. We will always allow applications for assistance dogs and carefully consider applications where a medical practitioner has recommended a pet for therapeutic reasons.

Cats are by nature free roaming and cat owners have no control over their toileting arrangements. It is for this reason we only grant permission for house cats in apartments. Many of our schemes are surrounded by residential dwellings where cats will be roaming onto our communal spaces. We will not therefore respond or investigate complaints regarding any cats fouling in external communal areas.

We have published a separate factsheet on pet ownership and you can view this on our website or we can send you a copy.

Service Charges and rent (if applicable)

You must pay your service charge and any rent (if applicable) monthly in advance (on the 1st day of the month). We prefer charges to be paid by a monthly direct debit collected on the first of the month.

We are a not for profit organisation, but we do have to ensure that the organisation is well managed and that we don't lose money. We must also achieve value for money and make the most from our existing assets (properties) in order to supply additional social housing units.

It is very important that you pay your charges to us on time. If for any reason you think that you will have difficulty in paying these charges, please contact us. We will be able to give you advice and support and refer you to other organisations which offer free and independent advice.

Transferring your Lease (assignment)

You are not allowed to assign your tenancy (transfer your tenancy rights to another person) without our written permission or the permission of a court. Your Lease agreement sets out your permitted assignment rights and we will be happy to explain these to you.

Using the premises

You must live in the property as your only or main home and you must not allow any illegal activities to take place in it or from it.

Carrying out improvements to your home

It is important that your home is kept in good repair. If you wish to carry out an alteration or improvement to your home, you should contact us to get our written permission.

Tenancy fraud

We are committed to preventing and detecting housing tenancy fraud and will take appropriate action to identify and remedy instances of housing tenancy fraud. We define housing tenancy fraud as the use of social housing by someone who is not entitled to it. Housing tenancy fraud includes the following:

- **Unlawful subletting** – this is where a tenant lets out their home without the knowledge or permission of their landlord. Detection in this area is difficult as the original tenant often continues to pay the rent for the property directly to their landlord, but charge the person they are subletting to a much higher rent.
- **Unlawful assignment** – this is where a tenant stops using their tenancy as their main or principal home, allowing another person to live there without their landlord's permission.
- **Obtaining housing by deception** – this is where a person(s) obtains a tenancy via the local authority or housing association by giving false information in their application for housing, for example not declaring that they are renting another social housing property or own their own home or by giving false information about who lives with them. This is an offence under Part 7 of the Housing Act 1996. For our housing with extra care this could also include giving false information about existing care or support needs.
- **Tenancy succession by deception** – this is where a tenant dies and someone who is not eligible tries to succeed the tenancy.
- **Key selling** – this is where the legal tenant is paid a one-off payment to pass on their keys. Tenancy fraud may prevent an eligible person in need of accommodation from being housed.

Part 7 Service charge collection and setting, including Sinking Fund

As a leaseholder you are responsible for certain service charges which relate to your share of our costs, as landlord, for the block and the estate.

Service charge

The service charge will be specific to the scheme where your property is situated and the details stated in your Lease. You will have been provided with a breakdown of the service charge when you purchased your property. Service charges are calculated in accordance with the terms of your Lease. In most instances your costs are calculated by dividing the total cost by the number of units situated within your Scheme.

Service charges comprise of all expenditure reasonably incurred by us, as landlord, in connection with the repair, management, maintenance and provision of services to the Scheme. It is made up of several components and the following is an example list of the kind of costs that may be included:

- Buildings and public liability insurance (including lifts where applicable).
- Landlord responsible day to day repairs to exterior and communal areas and maintenance of scheme services, e.g. lifts, entry phone system, fire equipment, communal heating systems and emergency call systems. (If there is a lift in your building, then you are expected to contribute towards the cost of the repair and maintenance of it. Case law has found that this is the case even if you live on the ground floor).
- Health and safety contracts e.g. annual servicing of gas and electrical supplies and appliances in communal lounges or kitchens, fire risk assessments, alarms and associated works and legionella testing and monitoring of communal water supplies.
- Scheme Manager and Support Co-ordinator costs (where applicable) including salary, recruitment, training, sickness and public liability insurance.
- Providing and maintaining the emergency call system and the associated monitoring service at a central control centre.
- Lighting and heating of communal areas.
- Gardening and maintenance of communal grounds, including access way, drive and car parking facilities.
- Window cleaning of all communal areas and, depending on the Lease the outside of leaseholders windows.
- Cleaning communal areas.
- CCTV equipment (if applicable).
- Individual water, electricity and gas charges (where these are billed collectively, instead of direct to leaseholders) and supplies to communal areas.

- Our corporate overheads, the costs of the management of your Scheme by the Association, the administration costs of managing service contracts, producing accounts and sending out service charge invoices, the administration costs of repairs to the Scheme, the technical support to ensure works take place.
- Sinking fund contribution, see section below.

This list is not exhaustive. There may be other items particular to your Scheme.

Sinking funds

A sinking fund is the name given to a long term savings account that leaseholders contribute to through service charges. This builds up every year and should pay for any major works that are required over a period of time, such as the replacement of a roof or windows. A sinking fund allows the costs of any major works to spread over a number of years.

Every year we review the major work we think is needed to your building or estate. We look at information including the life expectancy of components and determine when we need to replace certain items. Using that information, we will decide what your sinking fund contributions should be. Other factors such as independent surveys, works to similar properties and inflation are also taken into account.

We are legally obliged to consult with you for any single item of works that will cost more than £250 per property. This will be the form of letters that meet legal requirements. If you have any comments, wish to nominate a contractor or have a query with the costs or works you should contact us.

All contributions are held in a separate bank account and accounted for separately. Interest is earned on the monies that are held and is added to the sinking fund balance each year.

The contributions that you make will remain in the account if you sell your home. A buyer's solicitor will always write to us and enquire about the sinking fund balance as the sinking fund alleviates any concerns from potential buyers on their future repair burden.

Rent charges for shared ownership

If you purchased your property at less than the 75% or 80% share, you have to pay rent monthly in advance on the remaining share of the property up to the 75% or 80% ceiling. Details of your rent and any changes to this will be specified in your Lease.

Financial planning for your Scheme

The service charge year will be stated in your Lease but often runs from April to March. An estimate of expected costs for the coming year will be provided before the beginning of the relevant accounting year and you may be invited to comment to discuss the expected costs.

Formal service charge demands will be issued in time for you to make your payments in accordance with the terms of your Lease.

We are committed to obtaining value for your money in all areas and will continually review service contract arrangements and costs so we can be confident that we offer a competitive service that has been realistically priced.

Within six months of the end of the financial year you will be sent a copy of the service charge accounts, along with a summary of your rights as a leaseholder. You will be invited to comment and we usually arrange a residents' meeting at which the accounts can be discussed.

If the actual expenditure varies from the estimated costs, there may be a surplus or deficit. According to the terms of your Lease you may be invoiced for any deficit or, as with surpluses, the balance will be carried forward to the following year.

Consultation and the law (Section 20)

Whenever work is planned at your Scheme that may cost £250, or more, per leaseholder, or we want to arrange a service contract that will last for more than 1 year and may cost more than £100 per leaseholder per year, the law requires us to go through a formal consultation.

This consultation process is called 'Section 20' as it relates to that section of the Landlord and Tenant Act 1985. A series of formal notices are involved, allowing you time to comment on proposed work and receive formal responses from us.

In some cases, the first letter of consultation will invite you to nominate an appropriately qualified contractor to be included in the tendering process.

Sometimes this legal requirement may mean that work projects will take longer to arrange than you might expect. But it does allow us to make sure that you are fully involved, that your views are considered and you know the personal and financial implications when any work is being done at your Scheme.

Direct Debit

This is our preferred payment option and we will have completed a direct debit mandate with you at the start of your Lease. We prefer monthly direct debits collected on the 1st of each month, but we also offer a weekly direct debit collection.

Internet banking/or through our website

Pay using internet banking, quoting:

- LACE Housing Association
- sort code: 09-07-20
- account number: 06013120

Please ensure that you include your unique rent account reference number, please check with us if you are unsure of your number.

You can also pay directly through our website.

Phone

Pay over the telephone using a credit or debit card on 01522 514444 pressing the option to be transferred to a member of our finance team.

It is important to keep up to date with your service charge payments. If you fall into arrears with your service charge you will be in breach of your Lease agreement. This could result in a County Court Judgement (CCJ) against you and the Court costs will be added to your account.

Government benefits

You may be able to claim benefits from the Government to help you with your living costs. If you already receive benefits, please advise the agency of your new address as soon as you move in. We can help give an indication as to the likelihood of your entitlement to benefits as part of our pre-tenancy assessment, although this is only an indication based on the information you give to us at that time.

Housing benefit – you can apply for housing benefit to help with some service charge payments. We will tell you which service charges are ineligible for housing benefit. If there are any changes in your circumstances or you intend to be away from your home for more than 28 days you must contact the housing benefit department immediately to notify them.

You should also let us know and make a payment to cover any shortfall in housing benefit whilst you are away to prevent any arrears.

We will seek to recover any overpayment of housing benefit affecting your account, from you using our arrears recovery procedure.

Universal credit – From April 2013 all means tested benefits and tax credits will be merged to form one new benefit called universal credit for tenants of working age. This is processed by the Department of Work and Pensions (DWP) and is paid monthly in arrears. The rules on eligible service charges is different to those for housing benefit. From 2020 existing housing benefit claimants of working age will start to be contacted by the DWP and transferred over to universal credit.

If there are any changes in your circumstances or you intend to be away from your home for more than 28 days you must contact the DWP immediately to notify them. You should also let us know and make a payment to cover any shortfall in universal credit whilst you are away to prevent arrears.

Council tax - if you are entitled to housing benefit, you will qualify for council tax benefit. If you are on a low income but do not qualify for council tax benefit, apply to the local council to see if you are entitled to a reduction in council tax. You can apply for a reduction if you live on your own.

Part 8 Living in your home

Looking after your home

You have a responsibility to keep your home in a good condition by:

- keeping it clean and tidy;
- keeping the inside well decorated;
- putting your rubbish out regularly and securely and complying with local recycling arrangements;
- keeping communal areas clear of personal possessions;
- parking considerately, parking is on a first come, first served basis for all our Schemes, unless you have a private drive’;
- repairing at your own cost, any damage caused by you, your family or visitors;
- reporting all landlord repairs promptly and assisting us by reporting any repairs required to communal areas;
- only making alterations with our permission;

Regular checks to your home

You need to check your property regularly to keep it in good order. You should:

- test all of your smoke detectors monthly and if the smoke alarm starts making a slow beep-beep beep sound, it is time to change the batteries;
- check the water system (pipes, bathroom, toilets, kitchen) for minor leaks and report any leaks to us to repair;
- if a lifeline is installed and not used regularly it should be pressed once a month to test the line.

Smoking

It is illegal to smoke in any internal communal areas within our Scheme. This includes the uses of E-cigarettes. Whilst you may smoke in your own apartment or bungalow, we may ask residents not to do so if (i) their smoking becomes an issue to other residents (for example, where the odour or particles from smoking in the home spreads to the communal areas which could affect those with breathing difficulties) and/or (ii) we consider that the smoke is causing damage to the fabric of the building and associated furnishings.

We would ask you to be considerate if smoking in your own home and ensure that your home is well ventilated by opening windows, or alternatively smoke outside the building away from doors and windows in a designated smoking area.

If you smoke, at the end of your Lease you will need to remove all traces of smoke and nicotine by cleaning and painting all affected parts of your home. We will recharge you for any cost involved in LACE having to complete this work on your behalf. If you are a heavy smoker and smoke and nicotine affects our communal paint work, we may recharge you for any additional decoration needed outside of our normal painting schedule.

Safety in your home

Here are a few tips to keep you and your home safe:

- never run cables under carpets or overload sockets;
- take care when smoking in your home and make sure you put cigarettes out and abide by the no smoking law in all communal areas, for example stairways, entrance halls, lifts;
- ensure you keep all communal areas clear of any personal possessions as these are a serious risk to health and safety, from being a trip hazard, blocking exit routes in case of an emergency evacuation of the building. These may act as an ignition source and can add to the fire load of any fire occurring in communal areas;
- before you go to bed, turn off all appliances and close all internal doors;
- never remove, replace or alter any fireproof doors, fire resisting glazing, smoke detectors, sprinklers or any fire safety feature. Please keep fire doors closed at all times, unless they are held open on magnetic locks which release on activation of the fire alarm;
- only store or charge mobility scooters in purpose built mobility scooter storage areas or in your own home (we would need to give permission for this). If mobility scooters are involved in fire they can release large amounts of highly toxic smoke and gases that can very quickly prevent you and others using emergency escape routes;
- don't store bottled gas or paraffin in your home and contact us if you need to store and use oxygen in your home.
- always make sure the main door to your block is locked. Don't let anyone in through a door entry system or a locked communal entry door if you don't know them;
- make sure you know who is at your door before you open it. If in doubt, ask for identification and check with their office;
- If you are away from your home for a week or more on your return you should flush your toilet and run all your taps and shower for two minutes;
- If you are going to be away for more than a couple of days, it is a good idea to turn off your water supply at the stop tap to prevent any undetected water leaks causing damage to yours and neighbouring homes;
- Don't let visiting children play in shared areas of the scheme;
- Don't feed birds, other than in a designated area, as this can attract vermin. For this reason, please also avoid feeding bread or food scraps in any designated area.

Being neighbourly

Noise is the number one cause of disputes between neighbours. Try to be sensitive and let your neighbours know if there will be unusual noise from DIY or workmen in your home, or if you are planning a party. Care should be taken so that you do not play music or television at an excessive volume that may be a nuisance to your neighbours.

Wooden and ceramic tile floors transmit sound so easily and we don't recommend fitting these in upstairs apartments, if you do wish to have these you will need to have an effective sound insulation. Carpets and/or rugs are the most sensitive choice.

Day to day household living, e.g. people moving around, closing doors, reasonable use of household appliances such as washing machines will not be classed as a breach of the Lease agreement.

Aids and adaptations in your home

We recognise that you may want to update or make changes to your home in order to help with mobility or access issues. You will need to ask for written permission to make alterations or additions and your Lease will indicate if there are some things that are not allowed. We will ask you to provide full details of your proposed work with proof of planning permission and/or building regulations (where required) and we will be pleased to support you in deciding the best way to achieve your requirements. You may find the advice of an occupational therapist would also be helpful in relation to mobility issues. Please note that we may make an administrative charge for providing formal permission to carry out alterations or additions to your property.

Using mobility scooters in your home

New residents and existing residents who wish to purchase a mobility scooter should apply for permission to use, store or charge a powered vehicle within our schemes. Permission will not be unreasonably refused, unless there is a serious health and safety concern that we cannot reasonably resolve. This is because powered vehicles involved in a fire can release large volumes of smoke and toxic fumes and generate significant heat outputs. If powered vehicles stored in communal escape routes or hallways of individual apartments were involved in a fire, there is potential that escape routes will become impassable and residents could be placed at significant risk from the effects of fire. Therefore, whilst we understand the benefits and independence that powered vehicles can provide residents; the health and safety of all residents, staff and visitors must be our first priority.

Powered vehicles cannot be used within some of our schemes due to the layout of communal corridors or the lack of a lift, designed for carrying powered vehicles.

If you would like to apply to store and use a mobility scooter within your scheme, please complete our powered vehicle application form and a member of our housing and support team will review the completed application to decide whether permission can be granted. For applications to store and charge powered vehicles within a resident's own apartment our housing and support team will visit to check that the powered vehicle is not creating a health and safety risk.

Applications to use our designated mobility scooter bays (where provided) will initially be done on a first come, first served basis. Where a waiting list is in operation we will take into account and prioritise applications for residents who we believe have the greatest needs/dependency for a powered vehicle in order to retain their independence.

We have published a separate factsheet on mobility scooters and powered wheelchairs and you can view this on our website or we can send you a copy.

Part 9 Repairs and maintenance

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. If your property is not part of a block of flats the maintenance arrangements will be different and you should check your Lease for details. Leaseholders pay for the cost of all repairs and maintenance work to communal areas through their service charge. Any repairs and maintenance to your own home, that is not Landlord responsibility to carry out, will be recharged to you individually.

As a general guide we may carry out works as follows:

- 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;
- Buildings insurance (to protect the entire building from accidents and disasters such as fire or flood etc. but does not include insurance for your contents).

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 are your responsibilities to arrange. Whilst we carry out this work, as a leaseholder you are responsible to pay your proportion of all leaseholder repair responsibilities for the Scheme through your service charge.

Your repair 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 they you are aware of what we are responsible for as this may vary from Lease to Lease and scheme to scheme. We have produced a separate factsheet named G25 Leaseholders Guide to Repairs for examples of individual repair responsibilities.

If you require work to be carried out to your 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.

We strongly recommend that you have separate contents insurance with cover for the internal fixtures and fittings 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 your policies provide sufficient cover for your responsibilities under the terms of the Lease.

We may agree to undertake repairs in your home, if their 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 may 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 we 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 us 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

The only exception to this is for repairs which may be covered under a Defects Liability Period (DLP) for leaseholders buying a new build property. This period begins when we took handover of the completed building from the developer and its length will vary depending on the developer. It is customary to compile and submit a defects list when you first move in. If you would like help doing this, we will be happy to assist. We will then forward your list to the developer for action. Whether or not you compiled a defects list, defects can be reported at any time during the DLP to our property and maintenance team.

Reporting a repair to us

- **by phone**, by calling 01522 514444 during our office opening hours 9am to 1pm Monday to Friday. (outside of these hours, please only call in an emergency, by telephoning 01522 514444 and pressing Option 1.)

- **by email**, enquiries@lacehousing.org (do not use this facility for emergencies and out of hours repairs)
- **through our website** www.lacehousing.org by filling in our repair form.
- **in person** to a member of our housing and support team if you live in our housing with extra care.

When reporting a repair, it is of great help to us if you can provide full details of the repair, including precise location and times when we/our contractor can attend.

Our repair response times

Please note that this is a guide, based on our responsibilities to tenants. As a result, not all repairs identified on this list are repairs that we need to undertake for leaseholders and any request by a leaseholder for us to carry out such works and charge them, may result in different response times being established.

Classification	Timescale	Example Types of Repair
Emergency A repair is defined as 'emergency' where there is a: <ul style="list-style-type: none"> ○ danger to tenants' health or risk to safety ○ risk of serious damage to the building ○ risk of serious damage to the tenants' property ○ risk of loss of property, including loss by theft Our response will aim to remove immediate danger to people, prevent serious damage to the property, make the property secure or restore essential services e.g., water, electricity.	Will attend as soon as possible within 24 hrs , depending on the severity of the problem. Appointments not always possible for these repairs as we/the contractor aim to attend as soon as possible. We do expect that when emergency repairs are reported, you will stay in the property, if it is safe to do so, to allow access. We will, however, always endeavour to make you aware that the issue is in hand and that we/the contractor will be with you as soon as possible.	<ul style="list-style-type: none"> • Total loss of electric power • Unsafe power or lighting socket or electrical fitting • Total loss of water supply, burst pipe or flood • Blocked/overflowing or leaking foul drain or toilet pan (where there is no other working WC in the house) • Tap which cannot be turned off or on • Total/partial loss of gas supply or blocked flue • Total or partial loss of space or water heating (between 1 Nov. and 30 Apr.) • Insecure external window/door/lock • Fire or serious structural damage • Community alarm/call system failed

Classification	Timescale	Example Types of Repair
Urgent A repair is classified as urgent when the: <ul style="list-style-type: none"> ○ tenants' comfort or convenience is seriously affected ○ disrepair will cause the occupant to incur expense or damage to the property 	Will be attended to within 7 working days of reporting the repair. We/our contractor will always attempt to call ahead to make a mutually convenient appointment to attend.	<ul style="list-style-type: none"> • Partial loss of electric power (e.g. light, socket etc.) • Partial loss of water supply or minor plumbing leaks or faults, including blocked sinks, basins etc. • Toilet not flushing (where there is no other working WC in the house) • Total or partial loss of space or water heating (between 1 May and 31 October)

Our response will aim to remedy the inconvenience and prevent more damage to the property.		<ul style="list-style-type: none"> • Loose/detached/damaged stair treads, banister or hand rail • Entry phone handset failure
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Classification	Timescale	Example Types of Repair
Non-Urgent A repair is defined as non-urgent where it; <ul style="list-style-type: none"> ○ does not fit above categories ○ there is no inconvenience or danger to anyone ○ can wait a short time before response ○ can be batched with other repairs ○ is not part of our annual maintenance programme 	Will be attended to within 28 working days of reporting the repair depending on the level of work required. We/our contractor will always attempt to call ahead to make a mutually convenient appointment to attend.	<ul style="list-style-type: none"> • A faulty extractor fan • Dripping tap • Dripping overflow • Leaking rainwater pipe • Blocked gutters • A faulty shared TV aerial • Internal/external door adjustment • Repairs to kitchen units • Repairs to damaged plasterwork

Emergency repairs

Emergency repairs are defined as those that pose an immediate risk of danger or harm to people or LACE property. Such works may include:

- serious electrical faults;
- burst pipes or leaking water tanks/boilers;
- loss of entire heating in cold weather;
- roof leaks;
- securing properties.

All emergency call outs will be subject to a minimum charge of **£55-00** unless it is determined that the repair responsibility falls to us to rectify. We reserve the right to recharge **£55-00** for a call out if a repair is found not to be a genuine emergency or our responsibility under the terms of the Lease.

Charging you for repairs or replacements

If we carry out any repair or remedial work which is the direct responsibility of the leaseholder or which is caused by:

- a leaseholder's actions which present a risk to resident health, safety or security.
- a leaseholder failing to undertake remedial work within a reasonable time.
- from damage caused by the leaseholder, their family or visitors, to the fabric or structure of the building/fixtures/fittings/grounds.

- from damage caused by the leaseholder, their family or visitors, to any furniture or equipment owned by us.
- from damaged or lost suited keys/locks or programmable access fobs.
- due to a leaseholder failing to inform us of any routine repairs needed.
- from a statutory notice served on us due to a leaseholder's actions.

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

If an appointment is made to visit you to undertake a repair and you are either not at home when we call or no repair is required, you will be charged a minimum of **£40-00** for the visit. This is referred to as an 'abortive visit.' It is therefore imperative that if for any reason you are unable to keep an appointment or a repair requirement is resolved that you let either us or the Contractor know at once.

The Leasehold Advisory Service offers <http://www.lease-advice.org/>

Alterations and improvements

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. It is your responsibility to obtain necessary planning or building regulation approval before you submit your application to us for consideration.

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.

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.

Major repairs

We undertake stock condition surveys from time to time to provide us with information about the repairs, maintenance and improvements we need to make to your Scheme over the next 30 years. The information received forms the basis of our annual planned maintenance programme. A copy of the programme, relating to your home is available on request from us. When we carry out any major repairs to your Scheme we will let you know in advance and explain what the works will involve. These works may include renewing the roof, replacing windows, repairing or renewing the lift, resurfacing estate roads and car parks, renewing door entry systems. The costs of these works will be charged to you.

It is a legal requirement for us to consult with you, as leaseholder, prior to any major works being carried out. We do not need to consult with you where the cost of the work is less than £250 per property. If the cost of the major work is likely to exceed £250 per property, we will write to you informing you of the proposed works and you will be invited to make written observations within 30 days. In most circumstances the cost of major works will be recharged to the sinking fund. However, in any instances where there are insufficient funds we can discuss an affordable repayment plan with you.

Our contractors

All repairs are carried out by our appointed contractors or our property and maintenance team. Our appointed contractors follow our policies and procedures when dealing with you and when carrying out their work. We have specialist contractors who carry out gas, electrical and lift maintenance work. We work very closely with our contractors and have a thorough system of checking on the standard of their work.

Gas Servicing

We recommend that all leaseholders arrange 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.

We have published a separate factsheet on gas safety and you can view this on our website or we can send you a copy.

Electrical testing

As the landlord, we have a duty to test the electrical installations in our properties periodically, which is carried out every five years, unless the property is less than ten years old. This responsibility does not include properties owned by leaseholders and we recommend that you arrange to have your electrics periodically tested.

You may experience some inconvenience when we arrange for our electrical installations to be checked. During the inspection and test, the engineer will turn the power off periodically to carry out the inspection and to ensure he/she can carry out the work safely.

We have published a separate factsheet on electrical safety and you can view this on our website or we can send you a copy.

Safe water

The risk of contracting legionnaires disease from a domestic property where the water services are regularly used is very low. The risk increases if the water services have not been used for an extended period. To reduce the risk, you should regularly flush taps, showers and toilets, descale taps and shower heads and keep hot water thermostats at 60°C/65°C. If you are away from your home for a week or more on your return you should flush your toilet and run your taps for two minutes.

We conduct a legionella risk assessment for all our schemes and we can provide you with a copy for your scheme on request.

We have published a separate factsheet on water hygiene safety and you can view this on our website or we can send you a copy.

Condensation and mould

Condensation occurs when warm, moist air, produced from activities such as bathing and cooking comes into contact with a cold surface like a window or an outside wall. Condensation can lead to mould growth and can also contribute to asthma and other respiratory problems. You should ensure that you use the heating and ventilation systems in your home and avoid excessive amounts of moisture being produced. If you have a problem with mould or condensation, please contact us for advice.

Part 10 Communal areas

Areas outside your home

We always aim to make sure that the shared areas of your home and gardens are maintained to a high standard. We want your home to be a nice place to live. The cost of providing this service is recovered through the service charge.

Cleaning of communal areas

We monitor the quality of cleaning across our schemes and we will make sure that we have an appropriate arrangement in place for a contractor or staff member to carry out cleaning. The level and frequency of cleaning will depend on the amount of service charge collected for each scheme.

Because we have to keep escape routes clear and to avoid any unnecessary fire load we ask our residents not to leave any personal items in the communal areas. We also recognise that storing of items in communal areas can also prevent our contractors from cleaning these areas effectively.

We have published a separate factsheet on safety in communal areas and you can view this on our website or we can send you a copy.

Gardening of communal areas

We will have an appropriate arrangement in place for a contractor or our property and maintenance team to:

- keep our communal and landscaped areas neat and tidy;
- remove or treat weeds and moss on paths and other paved areas as required;
- monitor and maintain grass at a reasonable height during the growing season (weather permitting);
- prune hedges to keep them at an appropriate height and to stop branches from blocking footpaths;
- remove litter from landscaped areas during grounds maintenance visits, this includes leaves from paths and paved areas during the autumn months;

For this reason, we also ask that you do not place your own garden ornaments or personal items in the communal gardens as this can hamper our grounds team from carrying out their grass cutting and maintenance duties.

Graffiti

We will remove offensive or obscene graffiti within 24 hours of being told about it and seven days for all other graffiti.

Bulk refuse

If you have any large items of furniture or domestic appliances (for examples beds, fridges) that you want to get rid of, you should contact your local council to arrange for them to collect and get rid of it properly if you are unable to take it to your local waste disposal centre yourself. Most local councils offer a low cost bulk refuse collection service. Please do not leave any items awaiting collection in internal communal areas as this will be a fire hazard and may block a means of escape in an emergency. Items left in external communal areas should be clearly labelled so that we, and other residents, can see that these items are awaiting collection. Ideally items should be kept in your own home to as close as possible to the collection date as you reasonably can.

Parking

If you park a car in the communal carpark we have provided, it must be roadworthy, taxed, and insured. You must not park commercial vehicles, caravans, boats and trailers on any of our carparks, unless you have our written permission.

We would ask that you do not:

- repair vehicles in a way that damages the parking areas;
- park in places that are not authorised spaces, as this may breach planning or fire safety;
- block roadways, access areas, footpaths or cause any other obstruction.

Estate inspections

We will carry out quarterly health and safety inspections of all communal areas to:

- identify repairs that are needed to shared areas;
- make sure that there are no health and safety issues;
- make sure all fire signage is in place.

Part 11 Selling or letting your home

In the event you wish to sell your home, you will need to contact us. We will provide the details of our solicitor for you to pass to your own solicitor.

The terms of the Lease places certain requirements on you with regard to the sale. You are not entitled to sell the property without our consent and we require leaseholders to offer the property initially to qualifying applicants nominated by us. If we are not able to supply a nomination within 8 weeks, we will agree for you to sell the property on the open market with the understanding that the prospective purchaser completes an application with us and undertakes any assessment required for that scheme. We will carry out checks to ensure that the proposed purchaser meets all the criteria for the scheme and terms of the Lease. The sale will be permitted to proceed when all of these checks are completed and we have confirmed the proposed purchaser is eligible for the property.

You will have to get your property valued and if you plan to employ an estate agent you will be able to choose which one to use. You will need to appoint a solicitor to act for you.

Prior to the sale of your property your solicitor should write to us requesting certain information about your property and account. Examples of this information include:

- Previous and current years' service charge accounts.
- Copy of the Lease and title.
- Details of any money owing.
- Information on the building insurance.
- Major/planned work.
- Copy of the buildings fire risk assessment.

Your solicitor should request this information as soon as possible to avoid any unnecessary delays.

You must also pay our reasonable administration and legal costs and charges (as determined by us) connected with the proposed sale. This will be no less than a sum equal to 1% of the purchase price or transaction consideration. The buyer will also need to reimburse us for the costs incurred by our solicitors for the registration of the notice that the sale has completed.

We have published a separate leaseholder factsheet that provides more details on what to do if you wish to sell your home and you can view this on our website or we can send you a copy.

Subletting your home

You must inform us if you are intending to sublet your home as most of our Lease agreements prohibit such an arrangement. We will be able to advise you of this. Where subletting is permitted, you will be responsible for drawing up any tenancy agreement and we will ask our appointed solicitors to review the subletting arrangement on our behalf. We will recharge you for all costs and time spent on approving such a request. You will need to keep us informed of any changes in your contact address. By law, as a landlord, you would also be responsible for making sure gas appliances and electrical installations are kept in good order and services/maintained in accordance with relevant regulation.

Assignment of tenancy on the death of a leaseholder

In the event of the death of a leaseholder, the Lease allows assignment under a will or intestacy, providing the assignee meets the occupation criteria specified by the landlord at the time of the proposed assignment. We recommend that you obtain legal advice with regards your rights and wishes regarding assigning your tenancy in the event of your death.