

Leaseholders' handbook



NORWICH
City Council

This is an important document –
please keep this with your lease

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This handbook is for those who have bought, or are thinking of buying, a property through the Right to Buy scheme or a property which has been sold by Norwich City Council under the Right to Buy scheme with a long lease.

Introduction

The handbook contains an outline of your rights and responsibilities as a leaseholder and describes the council's responsibilities to you as your landlord.

This handbook is a guide and the information it contains does not override or affect the terms of your lease. In general, as a leaseholder you are responsible for the repair and maintenance of everything inside your home (unless stated otherwise in your lease) and the council is responsible for the structure, exterior and common areas of the building. The council is also responsible for the provision of routine services such as lighting of common areas eg stairwells and entrance ways.

As a leaseholder you will be required to pay your share of the cost of maintenance, repairs and any improvements

to your building and estate and towards the cost of any services provided by the council. These contributions are known as service charges.

This handbook is intended to be a useful guide to the services provided by Norwich City Council to its leaseholders.

If there are any questions left unanswered or if you have a general enquiry about your lease please contact the home ownership team at Norwich City Council, City Hall, Norwich NR2 1NH, call 01603 213144 or email homeownership@norwich.gov.uk

It is important that you keep the council updated with your current contact details; address, email and telephone numbers.

If you have any questions about your lease or are not satisfied with the answer you receive from the council you should always seek independent professional advice.

What is a lease?

The lease sets out the legal agreement between you (the leaseholder) and the council (the freeholder).

The lease is a very important document as it sets out your rights and responsibilities as leaseholder and those of the council as freeholder and your landlord.

The lease will have a plan attached showing your property and the block in which it is situated (the building), together with any garden and/or shed included in the sale. The plan may also show the neighbourhood your building is in (the estate) and any communal areas that you may be entitled to use within the estate.

When you purchase a flat, maisonette or certain other types of property, you purchase the leasehold interest in that property and the council retains the freehold interest.

Generally, as a leaseholder you will be responsible for the area within the flat and the freeholder will be responsible for the exterior of the building

and the land on which the property is situated.

Most leases are for a term of 125 years from the date of sale of the first property in the block.

The lease will specify which parts of the property and rights over communal areas you may have. You may also be entitled to use communal areas within the estate.

The ground rent on leasehold properties purchased from the council is normally £10 per year.

Your solicitor or licensed conveyancer should give you a copy of the lease when you complete the purchase of your property. If you lose your copy of the lease and have a mortgage you should contact your mortgage lender who would normally be able to supply you with a copy although there could be a charge for this service.

A photocopy of your lease can be provided free of charge by Norwich City Council.

A plain English sample lease is available online.

Can your lease be changed?

If you and the council agree to change your lease, for example to correct a mistake in the plans, this is done by a 'Deed of Rectification'. If the lease needs to be varied for some other reason, and both parties agree to the change, then it can be made by mutual agreement, resulting in a 'Deed of Variation'. To do this, you will need to instruct a solicitor and pay them.

If, however, either you or the council wishes to change a lease, but the other party does not agree to the change, then an application would have to be made to a court for a decision. The court may, of course, not agree to the requested change being made.

Service charges

Service charges are your share of the cost of managing, providing services and carrying out repairs to the communal parts of your building or estate.

The properties included within both your building and estate are outlined in colour on the map which accompanies your

lease agreement. The blues outline your estate definition and the red line shows your building definition.

Service charges are paid by all leaseholders living in properties that benefit from communal services. Leaseholders pay a proportion of the cost for delivery of these services which can vary from estate to estate but generally include the following:

- insuring the property for full rebuilding costs (building insurance only)
- communal lighting internal and external
- communal repairs
- cleaning of communal areas
- caretaker services / gardening services
- ground rent
- management fees.

The management fee covers all costs that are not directly attributable to an individual property, block or estate.

You have the right to challenge the reasonableness

of any service charge or of the standard of works or services.

From time to time the council will carry out repairs, improvements or major works to your property, building or estate. As a leaseholder you will be required to pay a proportion of the cost of any work carried out. More information about major works can be found on page 17.

Paying your service charge

Your lease will determine the way you are billed for your service charges but in general there are two types of billing.

If you pay annually, you will pay in arrears which means that you will receive your statement and invoice after the end of the financial year. Other leaseholders are asked to make instalment payments every month or every quarter, and then receive a settlement statement at the end of the financial year.

This statement shows the amount you've paid compared with the costs of services we have provided.

If you are having difficulties paying the service charge

please contact the home ownership team.

Advice is also available from the Citizen's Advice Bureau (CAB).

Insurance cover

The council arranges, on your behalf, a buildings insurance policy that covers your property. Please note that the policy does not include cover for the contents of your property. You need to make your own arrangements to cover these.

A public liability policy is also provided which covers you and members of your family who normally reside with you. This policy is for claims made by members of the public who are injured, or whose property is damaged, by your property.

A summary of the cover is available online or from the home ownership team.

To make a claim for damage to your buildings you should contact Aspen insurance directly by calling their 24 hour claims helpline: 0800 368 2222.

Your insurance policy reference is N0A544A14A0X. The insurers will support

you through the process of making your claim.

In the event of dis-satisfaction with the service received from the insurer, you should attempt to resolve your concerns with them in the first instance. Should you remain dissatisfied you may then contact the home ownership team, who will work with the insurers to try and resolve your complaint.

Please note that depending on the type of claim, you may be required to pay the excess. This is the first part of any claim and the amount of the excess may vary. For information about the current excess, please contact Aspen directly on the number above.

What if I believe the damage to my flat is the Council's fault and I want to make a claim?

If you believe damage caused to your property which has resulted in a claim on your buildings insurance is the fault of the council or any of our contractors, please contact the home ownership team and we will issue you with a liability claim form.

You must complete and return your form to the address provided in order for your claim to be processed. Please note that there is no automatic right to compensation and each claim will be considered on its own individual circumstances. A decision will be sent to you directly by the council's insurance representatives.

Even if you intend to pursue a claim against the council you are also obligated to inform Aspen Insurance as soon as possible of any incidents that could potentially give rise to a claim against the leasehold buildings insurance policy.

Please note that no liability cover applies if you are a non-resident leaseholder.

Frequently asked questions

How and when do I need to pay?

Your lease will tell you the frequency with which you need to make service charge payments (please see 'service charges' section). You will receive an invoice which gives

you 30 days to make payment. Payment can be made by cash, cheque, card, standing order or direct debit. Payments in person can be made at any Paypoint and selected post offices. A list of Paypoints can be viewed online.

Can I sell my property?

The property can be sold at any time. However if you purchased the property from the council under the Right to Buy scheme, you may need to repay some or all of the discount you received. Currently, if you sell within five years of purchase you will need to repay a proportion of the discount. This may increase subject to legislation.

The council will be able to give exact details of the amounts repayable.

On completion of the sale the number of years left under your lease will be assigned to the new leaseholder.

Service charge invoices cannot be split if the property is sold part way through the financial year. Whoever is the leaseholder on the 31 March will be responsible for the full year's costs.

Your solicitor should ensure that this is taken into account when agreeing the details of sale.

When selling your property it is essential that your solicitor obtains a solicitor's enquiry pack from the council. The pack will provide the following information:

- Details of the last three year's service charge statements and any outstanding invoices.
- Estimated costs of service charges for the current financial year and for any years where the costs have not been finalised.
- Details of building insurance cover.
- Details of any work carried out to the property within the last three years.
- Details of any work programmed for the current financial year.
- Copy of the leaseholder's handbook for the new owner.
- Answers to any specific queries raised by the prospective purchaser.

This pack can be obtained from Norwich City Council for an administration fee.

Can I rent my property out?

Your property can be rented out (sub-let) but you will be required to inform the home ownership team and complete a form giving details of your contact address and telephone number in case of emergencies. Even though you have let your property you will still be responsible for:

- ensuring that the person living in your property complies with the terms of your lease
- paying all charges
- complying with all your landlord responsibilities, such as gas safety inspections etc.

You are also strongly recommended to obtain an electrical safety certificate for the property.

You may also be able to rent out your property via the council. If you are interested in finding out more about this, then please contact LetNCC, the council's private

sector leasing team on (01603) 212841, or email pslt@norwich.gov.uk

Will the council carry out repairs?

As your landlord there are certain repairs and maintenance, which we must carry out to your block. Norwich City Council will use a contractor to do this work for you and you will be recharged via your service charges.

Can I make changes to my property?

If you wish to make any changes or alterations (other than internal decorations) to your property you must first apply in writing to the home ownership team for permission. The council will not unreasonably refuse permission.

However, in some cases (eg installation of satellite dishes or replacement windows) planning permission may also be required.

What if I am leaving the property empty?

If you are leaving your flat empty for more than 30

days you must inform the home ownership team as this will have affect on your insurance cover.

What is a Residential Property Tribunal Service (RPTS)?

RPTS is a panel of three members; a solicitor, a valuer, and a non-specialist lay person.

They are independent and impartial. An RPTS is a type of legal hearing, but is less formal than going to court.

Many people have presented their own case and won, even if the other person had a solicitor. However, it is usually worth getting professional advice before you start.

Problems can be taken to an RPTS by either the leaseholder or the freeholder. Hearings do not always take place at the RPTS's own offices. They are often held near your home, such as at the local council's offices and are usually open to the public.

What can an RPTS help with?

Most disputes between leaseholders and freeholders can be taken to an RPTS. This might include disagreements about:

- insuring the building.
- how much you have to pay in service charges.
- the quality of services provided.
- how much you have to pay to extend your lease.

RPTSs can decide whether the amount you have to pay for services or repairs is reasonable. This won't necessarily be the price you were hoping for, but can be less than the freeholder has asked for. The RPTS can't usually force the freeholder to refund any money you have already paid, or order them to pay your legal costs. If you have problems like these you may need to go to court instead, so get professional advice.

If what your lease says about maintenance, repairs, insurance or service charges is unclear or unfair, the RPTS may be able to change it.

How can I get involved?

The leaseholders association is one way of getting involved.

The NLA is a voluntary organisation which represents all Norwich City Council leaseholders owning or living in former council housing.

The association has an active committee and holds public meetings three times a year. The NLA works with the council on issues affecting leaseholders and offers support to individuals where possible. As a leaseholder you are automatically a member of the NLA.

In order to be more effective, the NLA believes it needs to be able to communicate with you independently, from time to time, and the information commissioner agrees. Therefore the council has agreed to pass names and addresses of leaseholders to the NLA.

Under the Data Protection Act, you can ask for the council to withhold your details at any time by contacting the home ownership team on 01603 213144 (Norwich City Council, City Hall, Norwich, NR2 1NH.)

If you would like to get involved, influence residential or leasehold services, you can contact the home ownership team for further information.

The council encourages leaseholders and tenants to form residents associations to represent them. To receive

funding and training the association needs to conform to the council's standards. These are designed to ensure that groups have a mandate to get involved and are accountable.

For information and advice about these and other ways to participate in the running of the housing service please contact our customer contact team on 0344 980 3333.

How do I make a complaint?

You have the right to expect good service from Norwich City Council and we are keen to make sure that you get it. So if you are unhappy about something we have done, or perhaps not done, please let us know.

Initially you should contact our customer contact team on 0344 980 3333 to discuss your problem; if you are still unhappy you may decide to make a complaint.

Norwich City Council's complaints procedure contains a number of stages. The first step is to contact us and tell us about the problem. You can do this by completing a 'We are listening leaflet'. You can get this by contacting us

on 0344 980 3333 / info@norwich.gov.uk; picking one up from council offices or completing this online at www.norwich.gov.uk

If the customer contact team is unable to answer a specific question, your complaint will be forwarded to the home ownership manager.

Once you have let us know what the complaint is we will try to sort it out quickly and efficiently. If we cannot deal with it straightaway, we will acknowledge your complaint in writing within five working days and make sure you get a full reply from the manager or senior officer, within 15 working days.

Landlord's responsibilities

Your lease contains full details of Norwich City Council's responsibilities but in summary, depending on the type of lease, the city council is responsible for:

- the structure, including the foundations, the roof and the external walls
- the rainwater gutters and pipes
- the mains water plumbing and drainage within the communal areas
- the communal staircase and lifts
- the maintenance and decoration of the communal areas
- doors, windows and frames
- maintenance of door entry systems
- communal electrical/lighting
- communal heating and hot water systems
- communal TV aerial.

Please note that you remain liable for your share of these costs, under the terms of your lease agreement.

The council will also:

- provide you with an annual statement relating to your service charges for repairs maintenance and buildings insurance (see section on service charges).

For a complete definition please consult your lease.

Repairs (landlord's responsibility)

If you need to report a repair please contact our customer contact team or (in an emergency, outside office hours) the emergency number listed at the back of this handbook. Please remember that although Norwich City Council is responsible for carrying out certain repairs you are obliged to pay your share of the cost.

The cost of day-to-day repairs will be included in your annual service charge.

Leaseholders' responsibilities

Your lease will set out your actual responsibilities but in general you are responsible for:

- the locks/fittings of doors and glazing of windows
- tanks, cisterns, drains, pipes, ducts, conduits, plumbing and wiring which serve your property only
- internal walls, plasterwork, ceilings and door finishes and internal decorations

- internal fixtures and fittings unless they belong to the council. For example, communal TV aerial and socket or any part of an entry system or district heating system are the council's responsibility to maintain.

For a complete definition please consult your lease.

What happens if the council thinks you are in breach of the lease conditions?

If the council thinks that you have breached any of the terms or conditions of the lease, which includes making payment of your service charges, we will write to you to tell you why we think that a breach has occurred, and what you should do about it. If you do not do what the council suggests – or you do not tell us why you do not think there has been a breach – the council will refer the matter to the court or the Residential Property Tribunal Service for a decision.

If the court or the tribunal agrees that there has been a breach, and you still fail to comply with the directions,

then the council may serve a notice on you under Section 146 of the Law of Property Act 1925. If you comply with the terms of the notice and remedy the breach, no further action will be taken, but you will be obliged to meet the council's costs in preparing the notice.

If you still do not comply, the council will ask the court to forfeit your lease. This means that we will ask the court to terminate your lease. If the court agrees, you will usually get 28 days to remedy the breach. After that time, if you have still not complied, the council will be entitled to repossess your home and evict anybody living in it. If you have a mortgage or other debt secured on the property and your lease is forfeited you still remain liable to your lender for the money you borrowed.

If this happens, you have six months to apply to the court for **relief of forfeiture** – this means that you ask the court to reverse their previous decision and allow you back into the property. It is for the court to decide whether or not to allow relief and on what conditions (if any). For

example the court may insist that you pay damages for the breach.

We sincerely hope that disputes between us never get to the stage where the council seeks to forfeit your lease.

Heating appliances

Leaseholders are responsible for the servicing, maintenance, repair or replacement of the heating appliances in their property.

It is important to carry out regular servicing, as heating appliances which are not checked and maintained will become inefficient and may become unsafe.

Landlord leaseholders are required by law to have gas safety inspections carried out and provide their tenant with a copy of the certificate. Resident leaseholders are strongly advised to have the same inspections carried out for their own safety.

All servicing and maintenance to any appliance should be carried out annually by a fully trained tradesman (Gas Safe registered for gas appliances).

Gas safety is very important – failure to service and maintain appliances can endanger lives. To find out more, the leaflet 'Gas servicing for leaseholders' is available online or from the home ownership team.

The council is responsible for communal heating systems and is also responsible for checking and maintaining any shared flue or duct systems.

Ordering a repair

You can call the customer contact team from 8am to 5pm Monday to Friday. You should contact the team if you need assistance with any of the following:

- repairs to communal lighting
- issues regarding the maintenance of the communal gardens
- queries or concerns about the collection of domestic refuse or recycling
- to arrange collection of un-wanted household items (there will be a charge for this service)
- communal heating system breakdowns

- if you are not satisfied with any service level that our contractors provide.

For any emergency works required outside of these opening times, please contact the council's emergency out of hours service on 01603 412180.

Major works

From time to time, the council will need to carry out major works to the building or estate containing your flat, maisonette or property.

What are major works?

Major works include such things as window or roof renewal, installation of controlled entry systems, decorations to communal areas etc. You can only be charged for major works in accordance with your lease and you will only be charged for major works where they have been carried out to your property, block or estate.

Are there any limitations on costs?

When the council sells a property under Right to Buy, it provides the new leaseholder with a section 125 notice. This notice must include details of

any major works the council intends to carry out within the initial period of the lease (usually the first five years).

The details must include an itemised breakdown of the works planned along with an estimated cost for each item. During the initial period of the lease, you can only be charged for major works itemised on the section 125 notice. If works are carried out within the first five years and your share comes to more than the amount quoted on the section 125 notice, the cost can only be increased by an inflation allowance.

The initial period expires at the end of the fifth financial year after the property was sold, ie, up to the end of March after the fifth anniversary of the date of purchase.

If the property is re-sold within the first five years, the new leaseholder inherits the remainder of the initial period.

After the initial period has expired you will be required to contribute your full share of the cost of any works carried out by the council.

Section 20 consultation

The council is required by law to consult leaseholders on works where their share amounts to £250 or more or long term contracts for goods or services which will result in a leaseholder paying more than £100 a year. This is called a section 20 consultation and when estimates for the work are received you will be written to giving details of the proposed work, the total cost and your contribution towards this.

This process is referred to as the consultation. We will ask you for any comments or observations you may have regarding the proposed works and give you a date by which these must be sent to us. You will be given at least 30 days to reply.

The council will consider any comments or observations received before deciding whether the work should go ahead. However, the council will not be able to take account of comments or observations that you may make about your own ability to pay your contribution.

The decision will be based on the need for the work and the benefits that will result to the building or estate as a whole.

You will be informed of the decision in writing. If the work is to proceed you will also be given an estimated start date and the contact telephone number for the technical officer overseeing the contract.

If the work is urgent and delay could cause damage or danger, the council will inform you of the requirement to do the work and when it will be done.

Once the work is completed and the final costs known, the council will write to you again confirming the costs and your contribution towards them.

If you are aware of any problems with the work while the job is being done, please let us know as soon as possible so these can be addressed.

Premises managers

Some properties have a premises manager service. Most sites receiving this service are visited fortnightly. Where you have a premises

manager visiting your site every day, their contact details will be displayed in the ground floor communal area, on a notice board or other suitable location. Alternatively you can contact us on 0344 980 3333 to report any issues.

The following services are carried out to the communal areas (where applicable):

- cleaning stairs and landings.
- cleaning lifts and communal floors.
- unblocking chutes (where possible) and tidying bin rooms.
- reporting large items of rubbish.
- removing minor graffiti and reporting major graffiti.
- clearing external drains and paths
- removing litter
- reporting vandalism
- reporting repairs to communal areas
- responding to incidents of security and emergencies
- monitoring estate services such as refuse collection and communal area window cleaning

If you receive this service your share of the cost will be included in your service charges.

Neighbours

The residents of Norwich, whether they are leaseholders, tenants or freeholders, all have the right to quiet enjoyment of their homes.

However, occasionally, some individuals may deliberately cause nuisance or behave in an antisocial manner.

Norwich City Council has a duty to have measures in place to deal with this. This includes working with other agencies, such as the police, to deal with hate crimes or harassment whether on the basis of race, religion or sexual orientation.

If a leaseholder complains about the behaviour of another resident, the council will investigate the complaint and either:

- give you advice on how to pursue this matter yourself
- put you in touch with another council department, such as environmental health

- put you in touch with another agency, such as Norfolk Constabulary
- take direct action, sometimes with our partner agencies.

Where the behaviour of a leaseholder or the sub-tenant of a leaseholder is the subject of complaint, the council will investigate the complaint and either:

- contact another council department, such as environmental health
- contact another agency, such as Norfolk Constabulary
- take direct action
- in the most serious cases, consider legal action.

In most circumstances our customer contact team (0344 980 3333) will be able to assist you to resolve any issues of nuisance or antisocial behaviour. In extreme cases where legal action is required, or the issues are very complex, the matter may be referred to the antisocial behaviour and tenancy enforcement team (ABATE) for further investigation. This is a specialist team who has developed experience and expertise in dealing with these

matters. Legal action is expensive and lengthy and the council will always try to resolve problems without resorting to the law. If legal action is required, evidence is needed and we work with our partners such as the Norfolk Constabulary, youth offending teams, social services, education services and, most importantly, the community.

Communal aerials

Some council buildings have television services provided by a contractor. Any faults with the communal TV service should be reported directly to the customer contact team.

Under the terms of your lease, you must not attach any television, radio or telephone equipment (including aerials or dishes) to the outside of your building unless you get the written permission of the council first. Any requests must be put in writing to the home ownership team. Different types of building are covered by different planning rules. If you are unsure or require any further advice please contact the customer contact team on 0344 980 3333.

Asbestos

In the past asbestos was widely used in construction and DIY materials because of its heat and chemical resistant properties.

It can commonly be found in locations such as ceiling and wall boards, bath panels, textured coatings, rainwater goods, floor tiles, heating appliances and ducting.

The council does not have responsibility for materials containing asbestos within leaseholders' properties.

However, we do have a responsibility for materials containing asbestos on the exterior and in the common areas (including roof spaces, stairwells). If you notice any damage to materials in the common areas you should report this to the council.

The Health and Safety Executive recommends that asbestos is left in place wherever possible as it does not pose a risk if it is left undisturbed and is undamaged.

You should always take care when carrying out a DIY project.

If you are considering working on materials you think may contain asbestos you should always seek advice from a licensed asbestos removal contractor (a list of these can be found in the Yellow Pages).

A licensed contractor will ensure there is no danger of contaminating your home or other areas. Advice may also be sought from environmental health or the Health and Safety Executive (please also see *Can I make changes to my property* on page 11).

Fire Doors

Please note that in if the front door to your property opens onto a comunal area, this door will have to be fire resistant, giving you protection for at least 30 minutes in the event of an outbreak. All doors should be compliant to the FD30S standard and more information can be obtained from the home ownership team.

Service standards for leasehold services

- **General correspondence, telephone calls and emails:**

We will aim to reply to all letters within five days and telephone calls within one day.

- **Legal enquiries:**

Changes in ownership will be processed within 10 working days.

Solicitors' enquiries will be processed within 10 working days.

- **Service charges:**

We will produce service charge statements in the timescales laid down in legislation. Currently 18 months from the date the cost has been incurred by the landlord.

- **Consultation:**

We will consult with leaseholders on all major works to their building, block or estate.

It is important that you keep the council updated with your current contact details; address, email and telephone numbers

Useful contact details

Age UK

t: 01603 496333

Anglian Water

t: 0800 145 145

Citizens Advice Bureau

t: 01603 660857

Executive member for housing

t: 0344 980 3333

The Leasehold Advisory

Service (Lease)

31 Worship Street

London

EC2A 2DX

t: 0207 832 2500

Residential Property Tribunal Service (RPTS)

Eastern RPTS

Unit 4C Quern House

Mill Court

Great Shelford

Cambridge

CB22 5LD

t: 0845 100 2616 or

t: 01223 841524

f: 01223 843224

e: rpeastern@hmcts.gsi.gov.uk

Local Government Ombudsman

t: 0300 061 0614

Norwich City Council

emergency out of hours
number

t: 01603 412180

Norwich City Council home ownership team

t: 01603 213144

Norwich City Council customer contact team

t: 0344 980 3333

If you are deaf or hard of
hearing use our Minicom
on 01603 212587.

OFGEM (gas and electricity complaints)

t: 0207 9017 000

OFWAT (water complaints)

t: 0121 644 7500

POSTWATCH (post complaints)

t: 08456 013265

National Grid UK (gas leaks)

t: 0800 111 999

Further information

For further information
please contact the customer
contact team:

t: 0344 980 3333

e: info@norwich.gov.uk

visit: City Hall Norwich NR2 1NH

**If you require this leaflet in another language or format
eg large print, audio cassette, CD or braille please contact
Norwich City Council.**

Norwich City Council · City Hall · Norwich · NR2 1NH

t: 0344 980 3333

f: 01603 213000

e: info@norwich.gov.uk

www.norwich.gov.uk

