

# Leaseholders handbook

Information for East  
Durham Homes  
Leaseholders



*"Creating homes people are proud to live in"*

# **East Durham Homes Leaseholders' Handbook**

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**Leaseholders' Handbook  
Welcome**

Dear resident,

This handbook has been put together to provide you with information about being a leaseholder with District of Easington Council and East Durham Homes, which acts as agent for the council. We hope you find it useful and that it answers any questions you may have.

The handbook has been designed to be as straightforward and easy to read as possible, with sections covering different aspects of being a leaseholder. On occasion it may be necessary to change some of the information in this guide, for example, if there is a change in legislation or the services we provide. If this is the case we will send an updated page that can be inserted into the relevant section.

East Durham Homes is always striving to improve its services and performance. If you have any comments about this guide or our service, or if you have a question that is not covered in this handbook, please get in touch. Information about contacting East Durham Homes is contained in the Making Contact section of the guide.

Yours sincerely

**The board, senior management team  
and staff of East Durham Homes**

March 2007

## Information in other languages

If you have difficulty understanding written or spoken English, we can arrange for a translation of this guide or for an interpreter to speak to you on the telephone. Simply take this page to an East Durham Homes customer outlet and we will make the necessary arrangements.

### Opening times:

East Durham Homes 2 Meridian Court Whitehouse Business Park Peterlee County Durham SR8 2RQ	Monday – Thursday: 8.30am – 5pm Friday: 8.30am- 4.30pm
Peterlee Customer Service Outlet 29.Yoden Way Castle Dene Shopping Centre Peterlee County Durham SR8 1AL	Monday and Tuesday: 8.30am – 5pm Wednesday: 10am – 5pm Thursday: 8.30am – 5pm Friday 8.30am – 4.30pm Saturday 9am – 12pm
Murton Customer Service Outlet 16/17 Woods Terrace Murton Seaham County Durham SR7 9AD	As above except no Saturday opening

### Information on tape

If you or someone you know would like a tape recording of any section of this handbook, please contact East Durham Homes on 0800 032 0835.

## Information in Braille or large print

If you or someone you know would like any section of this handbook provided to you in Braille or large print please contact East Durham Homes on 0800 032 0835.

## **SECTION 1: Introduction**

East Durham Homes has produced this handbook as a guide for leaseholders who own a local authority flat or maisonette within the District of Easington

It provides information about your lease, your rights and obligations as a leaseholder and our responsibilities as your landlord. It also provides useful information on other aspects of our relationship with you.

The handbook is a summary of the broad terms of your lease and does not replace your lease or any other legal agreements. If you have a difficulty or dispute in connection with your lease, you should take independent advice from a solicitor, law centre or Citizens Advice Centre.

### **ABOUT EAST DURHAM HOMES**

East Durham Homes is a non-profit making company managing houses and flats owned by District of Easington Council. We are a separate organisation set up by the council to manage and maintain their housing stock on their behalf. We are monitored by the council and by the government. The government uses the Audit Commission Housing Inspectorate to make sure that we provide an efficient and high quality service for the council's tenants and leaseholders.

East Durham Homes is run by a management board made up of five council board members, five independent board members and five resident Board members with experience and knowledge relevant to the way housing organisations operate. The board sets the overall targets and budget for the company and manages all district-wide council housing services.

Throughout this handbook the word 'we' refers to East Durham Homes.

### **ABOUT THE LEASEHOLD SERVICE**

The Finance Section is responsible for identifying service charges due under the lease with District of Easington Council. It is staffed by officers with specialist knowledge of leasehold ownership and management.

The section works closely with the Community Housing Section and the provider of services to your building and/or estate to ensure that information about the costs of services is accurately recorded and recharged in accordance with your lease and the relevant housing legislation.

## **OTHER PUBLIC SERVICES**

The council is responsible for a wide range of other public services. Contacts details for these services are listed at the back of this handbook.

If you would like further information on other council services, please contact our Customer Service Centre on 0800 032 0835.

## **EQUAL OPPORTUNITIES**

East Durham Homes is committed to ensuring our customers are dealt with fairly and equally. We seek to achieve equality of treatment for all our customers, without discrimination or prejudice on the grounds of race, ethnic origin, nationality, religion, cultural background, gender, sexual orientation, age or disability.

We will deal firmly and promptly with any case of discrimination or harassment. All employees are required to follow and implement our policies on equality and diversity and to undergo any training and development activities associated with the policy. We are committed to ensuring that all applicants, tenants, leaseholders and directors are aware of our equality and diversity policy.

We liaise with community groups, recognised tenants/residents groups, the police and District of Easington Council on a regular basis to assess the effectiveness of this policy.

For a full copy of East Durham Homes' equality and diversity policy please write to East Durham Homes head office at Meridian Court or please call our Customer Service Centre on 0800 032 0835. Translations of these policies can also be provided on request.

## **OUR MISSION, VISION AND COMPANY OBJECTIVES**

Our mission:

**“Creating homes people are proud to live in.”**

To do this we will:

- ▣ involve tenants in the management and monitoring of services
- ▣ ensure value for money and efficiency in every area of the business
- ▣ deliver high quality, customer focused services
- ▣ provide well maintained, improved and sustainable housing
- ▣ Ensure action to reduce anti-social behaviour
- ▣ improve the appearance of estates

Our vision:

In the short-term - To secure enough funding to ensure every customer has a Decent Home.

In the long-term: A growing company with an excellent reputation in housing.

Our objectives:

1. Involve tenants in the management and monitoring of our services
2. Ensure value for money and efficiency in every area of business
3. Deliver excellent customer services
4. Provide well maintained, improved, sustainable housing
5. Ensure action is taken to reduce anti-social behaviour
6. Improve the appearances of our estates

We also appreciate the need to establish high standards in the way we conduct business and the way we deal with people. In recognition of this we have produced a set of values. Our values are:

- Proud of the company
- Open and honest
- Value people
- Involve and learn from others
- Recognise differences in each other

## **Our service promises**

### Using and accessing our services

- ◆ Our offices are open from 8.30am to 5pm, Monday to Thursday, and from 8.30am to 4.30pm on Friday.
- ◆ Our Customer Service Centre is open from 8am to 8pm, Monday to Friday, from 8am to 12noon on Saturday. Call 0800 032 0835.
- ◆ You can also call the number above for urgent repairs.
- ◆ We will ensure that information and correspondence about our services is available in alternative formats if required.

### Visiting our offices

- ◆ We will ensure that our opening hours are clearly displayed.
- ◆ We will take reasonable steps to ensure that our housing offices are physically accessible.
- ◆ Our staff will wear identity badges showing their name.
- ◆ Our staff will be courteous, professional and polite.

### If we have to close our offices we will:

- ◆ Make sure we tell you when the office will re-open.
- ◆ Give you information about appropriate emergency services.
- ◆ Let you know in advance if it is necessary to cancel an appointment and make arrangements for a new appointment.

### Appointments and interviews

- ◆ If you do not have an appointment we will operate on a first come first served basis.
- ◆ We try, whenever possible to offer a choice of times and to provide an appropriate interviewer for any specific needs you may tell us about.
- ◆ If you need to discuss a confidential or personal matter we will make sure that you can do so in a private interview room.

### Visiting you.

- ◆ When we visit you we will give you a choice of appointment times.
- ◆ We will keep appointments or tell you if we need to cancel, and make arrangements for a new appointment time.

### Corresponding with you.

When you e-mail or write to us we will:

- ◆ Reply to you within 10 working days.
- ◆ Write in Plain English.
- ◆ Explain any complex or technical terms.
- ◆ Give you a contact name and contact details on the letter or e-mail.
- ◆ Ensure staff leave an 'out of office' message, including a date of return, on their e-mail account if they are not at work.

### Telephone answering

- ◆ We will answer the telephone within 20 seconds.
- ◆ We will respond to messages left on answer-machines or voice mail within one working day of our staff returning to work.
- ◆ When we answer the phone we will tell you our name and what section we work in.
- ◆ If we need to re-direct your call we will tell you why and who we are going to send the call to.

## **Comments and Complaints Procedure**

At East Durham Homes we are committed to providing high quality services to our customers. We accept that occasionally we may get this wrong and when this is the case we would like you to tell us about it so we can put things right.

If you are unhappy with any service you have received from our partners, our contractors, or ourselves, and if the staff responsible have not been able to resolve the matter to your satisfaction, then please follow our complaints process. This procedure is designed to help you tell us what has gone wrong and give us the information we need to put things right.

### **What is a complaint?**

A complaint is any expression of dissatisfaction about the standard of service, actions or lack of action by East Durham Homes or its staff, which has affected an individual customer or group of customers.

**Please remember: making a complaint will not affect your right to fair treatment and good service from us!**

### **How do I complain?**

The people who can best deal with a complaint are those who provide the service, so please contact your local outlet or our Customer Service Centre about your complaint. We can usually sort out mistakes and misunderstandings quickly and informally.

East Durham Homes Contact Centre  
Freephone: 0800 032 0835  
Fax: (0191) 518 5301

### **Making a formal complaint**

If you are not satisfied with the response you receive after contacting our Customer Service Centre you can fill in a complaints form, providing as much information about your complaint as possible. Complaints forms are available from East Durham Homes Customer Service Outlets and our head office at Meridian Court reception.

If you need help filling in a complaint form, you can ask a member of staff at any East Durham Homes office.

For more information about making a complaint:

- Write to the Service Improvement Team at Freepost East Durham Homes
- Telephone 0800 032 0835
- Fax (0191) 518 5301
- e-mail [improve@eastdurhamhomes.co.uk](mailto:improve@eastdurhamhomes.co.uk)
- visit our website at [www.eastdurhamhomes.co.uk](http://www.eastdurhamhomes.co.uk)

### **What will happen to my complaint?**

Your complaint will be acknowledged within two working days and a full reply will be sent within 10 working days - if this is not possible you will be sent a letter explaining why there is a delay. A manager for East Durham Homes who has not been involved with the complaint will carry out an investigation. This will ensure that an unbiased investigation occurs.

The reply will:

- ◆ Explain the results of the investigation
- ◆ Apologise if we failed in our service to you
- ◆ Say what we will do to put things right
- ◆ Explain what you should do if you are not happy with our response

If you are still unhappy, you have the right to appeal to the Chief Executive, who will carry out a full review of your complaint within 10 working days. We will let you know if it is going to take any longer. You should contact the Chief Executive at FREEPOST EAST DURHAM HOMES LTD.

### **Dealing with complaints**

The details of your complaint will remain confidential at all times and in dealing with your complaint we will:

- ◆ Treat your complaint seriously
- ◆ Try to resolve it on the immediately
- ◆ Help you write out your complaint if required

### **Who else can help?**

Apart from asking for help from a friend or relative or a staff member at East Durham Homes, you can also contact:

- Your local councillor
- Your MP
- The Citizen's Advice Bureau

You can get details of your local councillor, tenants' representative, MP and the nearest Citizen's Advice Bureau from any local housing office. The Local Government Ombudsman is an independent person who can investigate a complaint, but normally only after it has gone through our own complaints procedure. For an information leaflet, please contact your local housing office. You can also consult a solicitor for legal and other advice.

### **Compensation/apologies**

At any stage in the procedure an apology or payment of compensation may be offered. Compensation payments are offered where the complainant has suffered actual monetary loss or considerable inconvenience or delay in an action being carried out. Any compensation will be a reasonable sum authorised by the Director of Support Services or Chief Executive.

All complaints (and praise) are recorded and regularly monitored. We use this customer feedback to help us review and improve the effectiveness of our services and the performance of our staff and contractors. Your views are important to us.

We will, at our discretion, consider the payment of compensation in the following circumstances:

- ◆ Re-imbusement for non-provision of a service where the leaseholder pays an amenity/service charge and where East Durham Homes has failed to provide the service over a considerable period of time.
- ◆ An ex-gratia payment where a leaseholder has submitted an insurance claim for damage to property against our insurers, which has been turned down, and the damage was caused by an action other than the tenants (such payment will be exceptional).
- ◆ Where a tenant has suffered direct financial loss or substantial inconvenience as a result of negligence or a mistake on the part of the company.

### **Implementation**

**Loss of service:** We will calculate the payment due by multiplying the number of days the amenity/service charge was not available by the daily charge levied over the period.

**Ex-gratia payment:** A payment will be made taking into account the full circumstances of the case and the age and condition of the leaseholder's personal property when damage occurred. All payments must be reasonable and will be approved by the Chief Executive or Director of Social Services.

## **SECTION 2: Making contact**

You are welcome to contact us either in person or by telephone.

### **Where to contact us:**

Whenever you contact East Durham Homes please give your full name and leasehold address.

If you are contacting the Finance Section you may also need to provide the reference number for one of the accounts that relates to your property. This is particularly important if you want to find out information about your account(s). Account numbers can be found in information provided by the Finance Section.

It is also useful to provide a contact telephone number in case we need to get in touch with you.

### **How to contact us:**

#### **◆ HOME VISITS**

Arrangements can be made for your leasehold and service charge officer to visit you at home. To arrange an appointment please contact 0800 032 0835.

#### **◆ IN PERSON AT OUR OFFICES**

If you visit without an appointment, we will do our best to help but we do ask that you make an appointment before visiting the Finance section.

All East Durham Homes and District of Easington Council offices provide access for people with disabilities. If you require assistance please let us know when you arrange your appointment.

Contact details for our Customer Service Outlets can be found later in this section.

#### **◆ BY PHONE**

If you do not have a direct dial number for the person or section you wish to contact, you can call our Customer Service Centre on 0800 032 0835, from 8am to 8pm, Monday to Friday, or from 8am to 12 noon, on Saturday. Our switchboard operators will try to redirect your call to the relevant person or section.

### ◆ IN WRITING BY POST OR FAX

It may be more convenient for you to write to us if you do not need immediate action or advice. However, for some matters, such as applying for permission to carry out improvements, you must write to us. We promise to reply to you within 10 working days of our receiving your letter.

Contact details for key departments within East Durham Homes are provided later in this section.

### ◆ BY E-MAIL

More and more of our customers are using e-mail to contact us. You may find this more convenient and quicker. All sections of East Durham Homes have an e-mail address, which is monitored on a regular basis.

Please do not use e-mail to individual members of staff if your request is urgent unless you have arranged it with the person concerned, as our confidentiality policy prevents us from monitoring individual staff members' e-mails and we cannot guarantee it will be dealt with if the person is away

We aim to respond to e-mails as quickly as possible. However, we will always work to meet our service promise by replying within 10 working days of receiving your e-mail.

### **Who to contact:**

#### ◆ THE FINANCE SECTION

You should contact the Finance Section if you have a query about:

- ◆ the cost and/or calculation of day-to-day service charges
- ◆ the cost of major works service charges
- ◆ building insurance premium and /or policy,
- ◆ ground rent

The Finance Section is situated within East Durham Homes head office at Meridian Court. Contact details are provided near the back of this handbook.

#### ◆ **LEASEHOLD AND SERVICE CHARGE OFFICER:**

Your Leasehold Service and Service Charge Officer is your first point of contact if you have questions about any of the following:

- ◆ Your lease
- ◆ General issues concerning service charges such as calculation, invoicing and collection
- ◆ Charges for major works
- ◆ Requests to carry out alterations and improvements
- ◆ Selling your home
- ◆ Sub-letting
- ◆ Buildings insurance claims

#### ◆ **MAJOR WORKS OFFICER**

The Major Works Officer is the first point of contact for questions about any of the following:

- ◆ Section 20 consultation and proposed major works
- ◆ How your bill for major works was calculated

#### ◆ **INCOME RECOVERY OFFICER**

Your Income Recovery Officer is your first point of contact regarding the following.

- ◆ To discuss your ability to pay charges
- ◆ To make agreements to pay debts
- ◆ For an explanation of arrears

#### ◆ **REPAIRS CALL CENTRE**

Under the terms of your lease, the landlord must maintain the building and estate where your flat is situated. This means that if you identify the need for a repair in any of the communal areas of the building or estate, you should contact the Repairs Call Centre on freephone 0800 032 0835.

The centre is open from 8am to 8pm, Monday to Friday, and 8am to 12pm midday, on a Saturday.

You can also report a non-urgent repair in the following ways:

- ◆ Visit our website at [www.eastdurhamhomes.co.uk](http://www.eastdurhamhomes.co.uk)
- ◆ e-mail [housingrepairs@easington.gov.uk](mailto:housingrepairs@easington.gov.uk)
- ◆ Fax – (0191) 518 5301
- ◆ Freephone 0800 032 0835
- ◆ Text the word **Repair** to **07786 207745** (standard rates apply). We will acknowledge your request with a return text message and will ring before the end of the next working day
- ◆ Call our Out of Hours Emergency Number

When reporting a repair, it is useful if you can provide clear information about the nature of the defect and its location. This helps us to deal with the repair efficiently.

If you identify a defect inside your property that requires repairing you will normally have to arrange and pay for the work yourself. The exception to this is when the repair relates to any communal service, usually a pipe or duct, which might run through your home. You should not attempt to carry out repairs to these services yourself, instead, you should contact the Repairs Call Centre on 0800 032 0835.

#### ◆ **CAPTIAL PROGRAMME MANAGER**

If you have a query about major works and improvements being carried out on your building or estate you can contact the Capital Programme Manager on 0800 032 0835.

You can also contact the Leasehold Services Officer who will also have information about the works.

#### ◆ **ESTATE OFFICERS**

East Durham Homes' Estate Officers carry out estate inspections throughout the district noting and actioning areas of concern. This helps us fulfil our commitment to maintaining and improving the appearance of estates. We encourage members of the community to accompany Estate Officers on these inspections during a monthly walkabout. If you are interested in getting involved contact East Durham Homes on 0800 032 0835.

#### **If we need to contact you**

We try to deal with as many queries as possible over the phone (or by e-mail if you have contacted us by e-mail), however, with more important matters, or if it is appropriate to do so, we will write to you.

**You must, therefore, provide us with an up-to-date contact telephone number in case of an emergency or to help us deal with any simple enquiries. This information will be kept confidential unless you give us permission to pass it to other organisations, such as our contractors.**

## SECTION 3: Asking your views

East Durham Homes is strongly committed to enabling tenants and leaseholders to participate in the decision-making process and there are a number of ways in which you can influence the way the company is managed.

### What's in it for you?

You may read this and think: "I am not really bothered about being asked or consulted", or ask the question: "why should I get involved?"

There are significant benefits for leaseholders who choose to get involved, including:

- Finding out more about what is happening in your area
- Meeting new people
- Getting the chance to share ideas with others
- Working with us to get problems in your area sorted out
- Being able to influence and shape future services

### Why we want to ask your views?

As a leaseholder, you receive a number of services from us and we need your help to make sure these services are run efficiently. We also want you to be clear on how you can contribute to improving the services that you receive as well as making you aware of your right to be consulted on specific issues.

It is important that:

- We have different ways to find out what you think of our services
- You are aware of the different ways in which you can give us your opinions

We communicate with tenants and leaseholders in a number of ways, including:

- **Written Information** – for example, letters, newsletters, magazines, reports, and other documents.
- **Meetings** - public meetings enable us to discuss proposals in more detail. In some cases special resident interest groups, or forums, may be set up to deal with a specific issue, for example, to discuss major regeneration proposals
- **Surveys** – questionnaires are a convenient way to find out what you think about our services
- **Events** –special events such as conferences, fun days and seminars, helps us to inform you about different issues and gain feedback

## How can you get involved?

One extremely important element of resident participation is the inclusion of tenants and leaseholders on our board, giving them a greater say in how their housing service is run.

Leaseholders can also get involved through District of Easington Tenants' and Residents' Federation (DETRF) or an individual residents association.

Residents' associations bring members of the community together so they have a more united and effective voice. They can be a powerful means of achieving change, and can help to:

- ◆ Improve local facilities
- ◆ Organise social activities
- ◆ Campaign for extra resources
- ◆ Influence decisions about residents' homes

People who get involved in their residents groups may find they wish to become more active as time goes on and they may even wish to stand for election to DETRF. However, we recommend that residents who wish to become members of the federation spend some time as a member of a residents' association first in order to gain a feel for the type of involvement required.

To find out more information about your local residents association, contact the customer involvement team on 0800 032 0835.

Even if you do not wish to play an active part in your local residents' association, you are still welcome to contact them at any time for help or advice if you feel that East Durham Homes is not dealing with your enquiry satisfactorily. They will be able to approach us on your behalf provided you have given written consent.

To provide all residents with full and clear information we also produce:

- ◆ A quarterly newsletter
- ◆ Written information on new proposals for all residents who may be affected
- ◆ An annual report on our performance
- ◆ A Getting Involved booklet
- ◆ The Tenants Compact (this refers to leaseholders as well as tenants). This document was produced in partnership with the council and tenant representatives. It is an agreement that sets out the standards for all tenant involvement and details the ways in which tenants can become involved in shaping the service provided by East Durham Homes.

Copies of the Compact and the Getting Involved booklet are available from East Durham Homes Customer Service Outlets.

## **Who can you talk to about getting involved?**

### **Customer Involvement Officers**

Customer involvement officers are responsible for developing and supporting consultation activities for all our tenants and leaseholders.

The officers will work with leaseholders on an individual or group basis, and with other community organisations to develop, promote and support community involvement.

They can:

- ◆ Assist in setting up tenants and residents associations as well as other residents' interest groups
- ◆ Provide specialist support such as grants and training
- ◆ Ensure you are consulted and actively involved in decision-making by encouraging you to come to meetings and other events
- ◆ Work with other agencies on your behalf regarding resident involvement issues
- ◆ Encourage and develop the involvement of tenants, leaseholders and residents in managing their homes
- ◆ Support you if you want to get involved

## SECTION 4: Your lease and your rights as a leaseholder

*Please note that leases differ. Always check your own documents for exact details. This handbook is not a substitute for your lease nor is it a part of it.*

The lease is the document that created the leasehold. It contains the terms agreed between the council and yourself. The lease sets out your obligations and rights as a leaseholder and the council's obligations and rights as your landlord. **It is important to understand that the lease is a legally binding contract enforceable by law. Neither party to the lease can simply walk away from it or act outside the terms of it.**

This section provides a guide to the contents of the council's standard lease. If you would like further explanation of any of this information, please contact the Leasehold and Service Charge Officer. This section is not a definitive interpretation of the terms of your lease and you should seek independent advice if you do not understand or agree with its contents or any advice given to you by the Leasehold and Service Charge Officer.

The glossary at the back of this handbook provides explanations for some of the terms used in the lease. Outlines of the main sections within the lease are given below:

**Standard Conditions** contains definitions of some of the terms of the lease, for example, 'Estate' and 'Landlord'.

**Leaseholders' and Landlords' covenants** are binding agreements by East Durham Homes and the leaseholder to undertake or refrain from certain actions.

**Particular** information is personal to your home. You should make sure you are familiar with this. This section includes **the demise**:

The property you have purchased is the 'demise'. The demise is usually explained in the **first schedule** of the lease, with reference to the lease plan, which shows the block (and estate, if applicable) in which your flat is located, the position of your flat within the block, and any private garden, shed or other building sold with the lease. The lease refers to your building and estate as the **premises**.

The demise includes:

- ◆ All internal walls (unless they are load-bearing), ceilings and floors as well as the joists and beams on which the floors are laid. It does not include the joists and beams to which ceilings are attached **unless** your flat is arranged on two floors and these joists and beams support the upper floors of your flat.
- ◆ All fixtures and fittings in the flat, including doors and doorframes
- ◆ All cisterns, tanks, sewers, pipes, wires etc. which serve only your flat
- ◆ The internal surfaces of external walls

Walls shared with other parts of the building are called party walls. You share responsibility for these walls with whoever owns the other part (this is usually the landlord but could be another leaseholder).

The demise does **not** include:

- ◆ External or structural parts of the building, for example, walls, windows, the roof, foundations, and internal load-bearing walls.
- ◆ Any shared services, for example, communal heating and hot water systems, soil and rainwater pipes, and corridors and staircases leading to your flat.
- ◆ Any part of the building not included in the demise even if your flat has access to it, for example, roof spaces, attics and basements
- ◆ Services that run through your flat to other parts of the building

The lease sets out the council's responsibilities and the charges you must pay to the landlord, such as ground rent and service charges, including the building insurance premium. It also sets out when they are due for payment. This is explained in more detail in Section 5: Service charge and ground rent.

**When the council signs the lease they agree to:**

- ◆ Allow you to live in your property, as long as you pay the ground rent and other charges and meet all your obligations.
- ◆ Keep your home insured for the full reinstatement value (not contents), provide you with a schedule of cover and a summary of the policy, and allow you to see the full policy on request (see Section 8: Insurance).
- ◆ Keep the structure and exterior of the building in good repair, keep services to the building, such as gas and electricity, in working order, and maintain all common parts of the building or estate in which you live (see Section 6: Repairs and maintenance service).
- ◆ Reinstatement the building if it is damaged by insured perils.
- ◆ Maintain proper accounts in relation to service charges and make these accounts for inspection on request, and provide information on how service charges are calculated (see Section 5: Service charges and ground rent).

**The Council can (depending on the terms of the lease):**

- ◆ Charge management fees, including a charge for building insurance.
- ◆ Set and charge service charges, including buildings insurance and management charges, to cover the cost of any communal services.
- ◆ Employ professionals to carry out some or all of their obligations under the lease and include the costs in calculations of service charges.
- ◆ Be given access to your home in order to carry out obligations under the lease or to carry out works that are your responsibility where you have failed to do them yourself.
- ◆ Run and maintain electricity cables or water or gas pipes from any other part of the estate or block through your flat or maisonette.
- ◆ Extend or carry out alterations or improvements to the block or estate, excluding your flat or maisonette.
- ◆ Close, divert, substitute or alter any roads, footways or gardens on the estate.

### **When you sign the lease you agree to:**

- ◆ Pay the annual ground rent of £10, due on 1st April, promptly and regularly (see Section 5: Service charge and ground rent).
- ◆ Pay a fair and equal or proportionate share of our running costs for the management, repair, maintenance and insurance of the building and shared areas.
- ◆ Pay an insurance premium based on the cost of rebuilding your flat and communal areas.
- ◆ Repay all or part of the discount you received if you are the first owner of the property and you sell your flat within three or five years of buying it, depending on when your lease was purchased (see Section 10: Other leasehold matters).
- ◆ Pay our expenses for any fees or charges we have to pay in connection with your property.
- ◆ Maintain, decorate and repair all parts of your home, including all services used solely by your property (see Section 6: Repairs and Maintenance Service).
- ◆ Allow us into your home to carry out repairs you have not done (we will then charge you for doing this work).
- ◆ Allow us and other leaseholders into your home to carry out obligations under the lease.
- ◆ Pay all taxes and charges due on the property.
- ◆ Not cause a nuisance or annoyance to neighbours (see Section 10: Nuisance and harassment).
- ◆ Use the premises only as a place of residence.
- ◆ Provide Notice to the Council solicitor in writing (within one month) of any change in lease ownership, new mortgages or sub-letting of the property. There is a charge for registering these changes.
- ◆ To refrain from any action that would make the insurers refuse to pay out on any claim that we may wish to make (see Section 8: Insurance).
- ◆ Not make any alterations or additions to your home without our consent (see Section 9: Living in your home).
- ◆ Not to discharge oil, grease, refuse or harmful substances into drains or sewers.

### **You are entitled to:**

- ◆ Exercise your contractual and statutory rights (see Section 4: Your lease)
- ◆ Peaceful occupation of your home

Leaseholders should possess a copy of their own lease. If not you should be able to obtain a copy of from your solicitor. The council solicitor can also provide you with a copy; however, there is a charge for this service. This is currently £25 exclusive of VAT.

If you would like to discuss any particular aspect of your lease, please contact the Leasehold Services Officer.

## **YOUR RIGHTS**

These are your rights under law, however, you have other contractual rights under the terms of your lease and you should read your lease to check these. The glossary at the back of this handbook provides a summary of the legislation (Act of Parliament) relevant to leaseholders.

### **Freedom from Interference**

You have the right to 'quiet enjoyment'. This has nothing to do with 'noise' but means that you can live in your home without interference from the council or any other person or persons so long as you comply with the terms of the lease.

### **Service Charges**

We raise two types of service charge:

- ◆ Annual service charge - this applies to minor works and services that are, or may be, provided year by year, for example, electricity supply to common parts of the building, care-taking services, grounds maintenance, minor repairs and insurance premium.
- ◆ Major works service charge - this is for large, occasional works, such as window or roof renewal, or redecoration of the exterior of the building and internal common parts.

We should send demands for service charge payments to you within 18 months of the costs being incurred. If we are unable to do this we should send you information about costs incurred and your contribution to them (See Section 5: Service charges and ground rent).

We must provide you with a copy of the service charge accounts for your property within a reasonable period of time after the end of the financial year to which the accounts relate.

You can challenge the amount of your service charge if you believe it is unreasonable. This can be done informally with us or, through the Leasehold Valuation Tribunal or through the courts. (See Section 5 Service charges and ground rent).

### **Repairs and Improvements**

The council as the freeholder is responsible for providing you with information about repair work where the cost to leaseholders exceeds an amount set by government regulation. As the council's agent we will provide you with this information.

If there is a dispute about proposed work and a tribunal rules it is unreasonable, you can opt out of responsibility for paying for such work.

## **The Right to Enfranchise**

Enfranchisement means leaseholders operating as a group to purchase the freehold of their block of flats if they and the building qualify. If leaseholders meet the requirements of the law they can do this even if the freeholder does not want to sell it.

Under the law, the lessees must set up a company to buy the freehold. The new owners of the freehold take on all of the landlord's responsibilities for managing and maintaining the building, serving statutory notices, collecting service charges and accounting for payments and enforcing the terms of the leases. If you would like to know more about enfranchisement please contact the Leasehold Services Officer.

## **Extending the lease**

Many individual leaseholders have the right to acquire a new lease that lasts 90 years longer than their current lease, however, there are costs associated with this right. If you would like further information about how you can extend your lease please contact the Leasehold Officer.

## **Your lease and making changes to it**

Once signed, the lease is legally binding to both you and the council. Your solicitor should have explained the contents of your lease before you signed it.

Your lease can only be changed with your written agreement and the agreement of the council. If your lease states that all other leases in the building or on the estate are on similar terms, all leaseholders must agree to any changes.

If agreement cannot be obtained changes may be imposed by a Leasehold Valuation Tribunal (LVT). In some situations the LVT can order changes to leases even if one or more lessees does not agree.

## **Control of personal information**

Please note that we will not answer enquiries about your lease, service charges or other leasehold matters from people claiming to represent you, unless you confirm that they have your permission to contact us.

Under the Data Protection Act 1998, you are entitled to check any personal details the council holds about you. If you would like to do this you should speak to the Leasehold Officer who will explain the procedure and arrangements for viewing. A file cannot be removed from the offices but if a copy of a file is required we can provide it for a small charge covering the cost of copying, administration and postage.

All such information is held confidentially, although the council has a legal responsibility to pass certain information to various other departments and other public bodies.

If you are unhappy about any information or an expression of opinion recorded on your file, you can ask for it to be corrected or erased. If we disagree with your request you will be informed of the reasons why. You can then insist that your views on the matter are added to the records.

### **Passing on your lease if you die**

On death your lease will pass to the person or persons you have named in your will. If you have no will then under the Administration of Estates Act 1925 a court will determine who in your family will inherit the lease.

The discount repayment clause does not apply in these circumstances.

### **Remaining in your home**

You are secure in your home provided you keep to the terms of the lease. Only a court can allow your home to be taken from you. This could happen if, for example, you failed to pay your service charge, or mortgage, or you knowingly made false statements when you applied for the lease.

## **SECTION 5: Annual service charges and ground rent**

### **What is an Annual Service Charge?**

A service charge is a payment you are required to make towards the landlord's costs for providing services, repairs, maintenance, insurance and management in relation to the building where your flat is located. If your block of flats is on an estate you may also be asked to contribute towards the management and maintenance of communal estate areas.

Service charges may be actual or estimated costs and are split fairly between all the flats in the building.

It is important to note that secure tenants are not subsidised in any way by leaseholders. East Durham Homes is responsible for paying the contribution owed by rent-paying tenants, who, in turn, contribute through the rent they pay.

The Annual Service Charge must not be confused with Major Works charges, which arise periodically and relate to major projects of repair, renewal, and or improvement (see Section 7: Consultation for major works).

### **The categories of annual service charges**

The right to collect the annual service charge and the type of service covered by it is set out in your lease. Some of the charges, such as insurance premiums and maintenance costs, are explained in more detail elsewhere in this handbook.

The various types of charge are detailed in your Service Charge Bill under "Heads of charge". The services you receive will depend on where you live but may include all or some of the following:

#### **Heads of charge:**

- ◆ Television aerial repairs
- ◆ Grounds maintenance – covers the cost of maintaining external common areas, for example, work to grassed or planted areas around the block or estate. Most work is part of an annual maintenance contract
- ◆ Day-to-day repairs – for example, to the exterior or common parts of your building (see Section 6: Repairs and maintenance service)
- ◆ Estate repairs – for example, repairs to estate lighting, boundary walls and playground equipment (see Section 6: Repairs and maintenance Service)
  
- ◆ Insuring the building (see Section 8: Insurance) - you are required to pay your portion of the annual buildings insurance premium
- ◆ Communal electricity – covers the cost of lighting communal areas, and the power supply for items such as door entry phone systems, aerial boosters, external security lights, lifts and heating

- ◆ District heating and hot water – if your flat receives heating and/or hot water from a central boiler you will pay a share of the costs in your service charge
- ◆ Management fee and administration charge (see below for a more detailed explanation)

### **Major works**

These works are programmed annually as part of our obligations within the terms of your lease to maintain the structure and exterior of the block in which you live. The cost of the work is charged back to you in line with the terms of your lease.

A further explanation together with a list of the type of major works we carry out is provided within Section 7: Consultation for major works.

### **Administration Charge / Management fee:**

Our day-to-day management and administration fees cover the following costs and tasks:

- ◆ Providing housing management for the estate
- ◆ Maintaining leaseholders' records
- ◆ Identifying rechargeable costs for each head of expenditure according to block and estate, and calculating estimated and actual recharges for each financial year
- ◆ Service charge production costs
- ◆ Collecting and accounting payments received
- ◆ Arranging buildings insurance and making necessary claims in respect of the retained structure and common parts
- ◆ Supporting leaseholders in respect of their own block policy claims
- ◆ Undertaking inspection visits
- ◆ Consulting with you and other leaseholders about management arrangements
- ◆ Providing newsletters and handbooks and responding to customers' queries
- ◆ The appointment of necessary advisors and consultants, and the monitoring of services received and service level agreements across the range of management functions
- ◆ Sundry expenditure on IT, stationery, telephones etc
- ◆ Provision of out-of-hours emergency contact service
- ◆ Arranging for appropriate contractors to be available for repairs and maintenance to the building and the subsequent administration work

## **How is the service charge set?**

The service charge for your property is based on actual spending during previous years, with an allowance for rises in the cost of living. We also include costs for work we plan to carry out during the forthcoming year that we have been unable to carry out during the previous year. If the cost of an individual service is likely to exceed £250 then you will be formally consulted (see Section 7: Consultation for major works).

## **The Service Charge year**

The service charge year runs from 1 April in the current year to 31 March of the following year.

## **Estimated Annual Service Charges**

Before the start of each service charge year East Durham Homes will prepare an estimate of the costs for providing works and services to your block and estate during the coming financial year and will send you a bill for your contribution to these estimated charges

Your lease requires the estimated service charge for each year to be paid in advance in equal monthly instalments on the first day of each month. All payments, including standing orders, must therefore start on 1 April in the current year and end on 1 March the following year.

## **Actual service charges**

- ◆ By October of each year we will be able to identify the actual expenditure incurred during the previous financial year under each head of charge (repairs, caretaking etc) for every block and estate that includes at least one leaseholder. We cannot begin this task until the previous financial year has ended and all of the accounts have been completed.
- ◆ As with the estimated annual service charge, we will take the total cost of each head of charge and divide it between all the properties in the block or estate to find the cost for each flat. We will then work out the difference between the actual costs and the estimates for each leaseholder. We do not normally expect the estimate to be identical to the actual cost so there will normally be an adjustment to each account in the form of an additional charge or a credit.
- ◆ We will then send you an annual account detailing the actual costs and the differences together with a summary of your account showing what you have paid and any other relevant information about service charges.
- ◆ The lease says that any additional payment is due on demand. This means it should be paid when you receive the final account.
- ◆ If your accounts are up to date and the credit sum is £10 or more you can write to us asking for a refund and we will send you a cheque. If the credit is less than £10 the amount will be held on your account and offset against the next service charge invoice.

## How to pay LEASEHOLD CHARGES

You can pay leasehold charges in any of the following ways:

- ◆ The Internet
- ◆ Telephone
- ◆ Bank Transfer. Our details are:

**Account name:** District of Easington

**Account number:** 61050280

**Address:** The Co-operative Bank plc, Blandford Square, Newcastle

**Sort code:** 08-90-06

- ◆ Payment Vouchers
- ◆ Standing Order
- ◆ Direct Debit
- ◆ By Post

You should only send cheques and NEVER cash. Cheques should be made payable to District of Easington and sent to: Director of Finance, Corporate Services, Council Offices, Seaside Lane, Easington, County Durham, SR8 3TN.

Please remember:

- to write your account number on the back of the cheque or in an accompanying note,
- if you are sending one cheque to pay money into two or more accounts, please say how much you wish to pay into each account.

- ◆ In Person

You can visit the Cash Office at the Council Offices, Seaside Lane, between 8.30am and 5pm, Monday to Thursday, and from 8.30am to 4.30pm on Friday. The Cash Office accepts payments by cheque, postal order, cash, debit cards and credit cards.

## How to check that your payments are up to date?

If you need a statement of your account at any time, contact your Leasehold and Service Charge Officer.

## **Statement queries**

When you receive your statement please take time to check it carefully. You may have made a payment through your bank that is not shown on the statement. To make an enquiry you should contact your Leasehold and Service Charge Officer immediately providing as much information as possible.

## **Important rights for those who pay service charges**

If you pay a service charge you have a number of important rights including:

- The right to be notified in advance of any changes to your service charge
- The right to challenge your service charge at a Leasehold Valuation Tribunal as described below
- The right to see a summary of the service charge costs for the previous financial year and to inspect the accounts and invoices on which the summary is based
- The right to a summary of the insurance policy for your building or the full policy itself
- The right to be consulted about work where the cost to any leaseholder exceeds £250
- The right to be consulted about service contracts that are in place for more than one year and where the cost to leaseholders is more than £100 per annum
- The right to be charged or notified of service charge costs within 18 months of the cost being incurred

## **Service charge disputes**

If you do not agree with the service charge or any part of it and wish to challenge it you should contact the Leasehold and Service Officer. Often disputes of this nature are easily remedied without the need to resort to a formal process, however, if you remain dissatisfied and have exhausted all other channels the Leasehold Valuation Tribunal (LVT) can determine the validity of any service charges made.

## **Leaseholder Valuation Tribunal**

The LVT is a panel of professional property specialists including, surveyors, lawyers, who have knowledge and experience of the management of leasehold property. However, applicants must pay a fee of up to £500 per application. The landlord and the leaseholder both have the right to make an application to the LVT. The advantages of using the LVT are:

- The LVT is independent and impartial
- The hearing is semi-formal and evidence is not given on oath
- The tribunal can very often provide a quicker and simpler alternative to taking court action

## **Limits on the amounts paid under service charges**

### **Right to Buy legislation**

Section 125 of the Housing Act 1985 requires the council to give an applicant under the Right to Buy scheme an 'Offer Notice', indicating the purchase price of the property and outlining other relevant matters. In respect of Leasehold property this notice must include estimates for the Annual Service Charge plus a schedule and estimated costs for major works of repair and/or improvements to the property that may be carried out during the next five financial years.

We cannot charge you for work, including day-to-day repairs, major works and improvements, in excess of the estimate given in the offer notice, although this is subject to an allowance for inflation during the initial period of the lease. If works were not mentioned in the notice we may not be able to charge for them during the initial period. The initial period starts when the notice is served and ends with the completion of the fifth full financial year after the date when the property was first sold.

These limits apply to the lease, not the purchaser, so they continue to apply if the property is assigned during the initial period.

After the initial period has ended we can charge you your full share of the reasonable cost of any work.

### **Landlord and tenant law**

The Landlord and Tenant Acts of 1985 and 1987 require landlords to ensure the following:

- Works must be reasonable and costs must be reasonably incurred.
- Consultation must be carried out before work takes place if the costs are likely to exceed levels set by regulation (currently £250). Although there are some exceptions, in general, failure by East Durham Homes to carry out the statutory consultation process will mean your contribution to any works will be limited to a sum that may be recharged without need for consultation (see Section 7: Consultation on major works).
- Service charges must be billed within 18 months of the landlord incurring the costs unless the landlord informs the lessee about the costs and their obligation to contribute.

### **Ground rent**

Ground Rent is an annual payment of £10 payable by you under the terms of your lease and controlled by legislation. You will be sent an invoice for payment each year. Payment can be made by the same methods used for service charge payments.

## **Service charge and ground rent debts**

Your lease obliges you to pay service charges on demand. If you are having a problem with payment, for whatever reason, please contact us without delay. Depending on your circumstances we may agree for the payment of any arrears to be paid in instalments. We can also offer advice on how to claim any benefits you may be entitled to, and put you in contact with independent debt counsellors.

It is important that you pay your service charges promptly. If you fail to do so and do not contact us, or if you fail to keep to any agreement you have made with us, we will take legal action to recover the money you owe. This could affect your credit rating and mean that you also have to pay court costs. If you fail to pay your service charges you have broken the terms of your lease and ultimately you could lose your home. This is known as Forfeiture of the Lease.

## **Council Loans**

You may have the right to claim a loan from the council to help you meet some of the costs for major works. This right applies only to charges made in respect of the first 10 years after the lease was originally sold and where the charge for repairs for the year is more than £2,000. There is a minimum and maximum amount that may be borrowed although both figures increase annually in line with inflation.

You should note that the council charges a higher interest rate than most high street lenders, and therefore, we recommend you compare rates before making any decision before accepting a loan.

If you would like further information about council loans or would like to discuss arrangements to repay charges in instalments, please contact the Leasehold Services Officer at the address is provided in Section 2: Making contact.

## **Discretionary Reduction in Charges Above £10,000**

The council has the power to reduce charges to a lessee if their individual service charges for works of repair, maintenance and improvement exceed £10,000 in any five-year period, and providing the lessee satisfies a set of defined criteria, including proven hardship. However, charges cannot be reduced below £10,000.

## **Benefits Agency**

If you claim Income Support or a similar benefit you may be eligible for help from the Department of Work and Pensions. Contact details are provided in the glossary at the back of this handbook.

## **Financial Advice**

For general financial advice contact East Durham Homes' finance department 0800 032 0835 or the Citizens Advice Bureau (0191) 586 2639. Both can provide advice about budgeting and help you negotiate with creditors. If you are having difficulties paying your service charges contact the Leasehold and Services Officer as soon as possible.

## **Falling behind with mortgage payments**

If you are having problems paying your mortgage you must contact your mortgage lender to find a solution that will enable you to keep your home. We would urge you to do this as soon as you know that you are not going to be able to make a full payment. Your mortgage lender should make arrangements with you to repay the arrears. However, if the situation is not resolved you could eventually lose your home. Your property would be repossessed by the mortgage lender and resold. You would receive any money left from the sale, once all debts and allowable expenses due to your mortgage lender had been paid. If all the debts could not be paid (including money owed to us) then you would still be liable for them although you no longer owned the home.

**Your mortgage lender will usually tell us if they are taking action against you because you have not paid your mortgage. In most cases this is too late for us to help so please tell us immediately if you are having problems paying your mortgage.**

## SECTION 6: Repairs and maintenance

We are committed to providing an accessible, convenient and efficient repairs and maintenance service, which we are continually working to improve and enhance.

As a leaseholder you are responsible for the cost of all repairs to your home. As the landlord we are responsible for the structure and exterior of the building and all common areas. However, under the terms of your lease you are required to contribute to the cost of maintenance through your service charge.

### Repairs: who is responsible?

<u>Type of Repair</u>	<u>East Durham Homes</u>	<u>Lessee</u>
<b><u>Plumbing</u></b>		
<b><u>Rewasher mains stopcock</u></b> a) to block b) inside dwelling	/	/
<b><u>Repair burst or leaking water pipe</u></b> a) up to and including <u>main stopcock</u> b) beyond stopcock	/	/
<b><u>Repair/replace water storage tank</u></b> a) communal b) individual	/	/
<b><u>Repair or replace bath, sink, taps, WC</u></b>		/
<b><u>Repair leaking waste pipe, trap, fitting etc., including branches up to the soil stack.</u></b>		/
<b><u>Clear blockage or repair leak to main soil stack, rainwater pipes and gutters</u></b>	/	
<b><u>Carpentry</u></b>		
<b><u>Communal Flooring</u></b> a) joists/wall plates b) floor boards c) floor tiles d) concrete floor slab e) concrete floor screed	/	
<b><u>Flooring within flat</u></b> a) joists/wall plates b) concrete floor slab c) floor boards d) concrete floor screed e) floor tiles f) skirting boards	/	/
<b><u>Roof structure and covering</u></b>	/	
<b><u>Staircase repairs</u></b> a) communal b) within flat	/	/
<b><u>External window frames</u></b> a) frame (where the surface is internal to your flat responsibility for decoration is yours) b) sashes (where the surface is internal to your flat responsibility for decoration is yours) c) fixtures/fittings/locks (except	/	/

<u>Type of Repair</u>	<u>East Durham Homes</u>	<u>Lessee</u>
<u>where we have installed sealed UPVC windows, in which case we will repair or replace fittings and arrange for re-glazing repairs.)</u>		
<u>d) cords and weights</u>	<u>/</u>	
<u>e) putties</u>	<u>/</u>	
<u>Communal window frames</u>		
<u>a) frame</u>	<u>/</u>	
<u>b) sashes</u>	<u>/</u>	
<u>c) fixtures/fittings</u>	<u>/</u>	
<u>d) cords and weights</u>	<u>/</u>	
<u>e) putties</u>	<u>/</u>	
<u>Glazing</u>	<u>/</u>	
<u>a) communal windows</u>		
<u>b) windows to flat (including associated replacement of putties)</u>		<u>/</u>
<u>Flat entrance doors</u>		
<u>a) frame</u>		<u>/</u>
<u>b) door</u>		<u>/</u>
<u>c) fixtures/fittings/locks</u>		<u>/</u>
<u>Doors internal to flat</u>		
<u>a) frame/lining – where the door is part of the window eg. a balcony door, we will repair or replace the frame</u>		<u>/</u>
<u>b) door</u>		<u>/</u>
<u>c) fixtures/fittings/locks</u>		<u>/</u>
<u>Communal doors</u>		
<u>a) frame</u>	<u>/</u>	
<u>b) door</u>	<u>/</u>	
<u>c) fixtures/fittings/locks</u>	<u>/</u>	
<u>Forced entry to flat</u>		
<u>a) break-in through door</u>	<u>/</u>	<u>/</u>
<u>b) break-in through window-damage to frame</u>		
<u>c) break-in through window glazing only</u>		<u>/</u>
<u>In all cases a building insurance claim should be made see Section 8</u>		
<u>Repairs to fitted cupboards and units in the flat</u>		<u>/</u>
<u>Electrical</u>		
<u>Inside your flat</u>		
<u>a) repairs to all fuses excluding LEB mains</u>		<u>/</u>
<u>b) renewal of fuse board</u>		<u>/</u>
<u>c) rewiring</u>		<u>/</u>
<u>d) renewal/repair fittings</u>		<u>/</u>
<u>e) repair to doorbell</u>		<u>/</u>
<u>Communal</u>		
<u>a) rewiring</u>	<u>/</u>	
<u>b) renewal/repair of fittings</u>	<u>/</u>	
<u>c) repairs to communal door entry systems including equipment within your flat</u>	<u>/</u>	
<u>Heating</u>		
<u>Heating and hot water appliances</u>		
<u>a) communal system,</u>		

<u>Type of Repair</u>	<u>East Durham Homes</u>	<u>Lessee</u>
<u>excluding equipment solely used inside flat (eg cold water storage tank)</u> <u>b) individual system</u> <u>c) flue liner</u>	/	/
<u>Miscellaneous</u>		
<u>Plaster</u> <u>a) communal</u> <u>b) in your flat</u>	/	/
<u>Decorating</u> <u>a) communal</u> <u>b) In your flat</u>	/	/
<u>Ventilation equipment</u> <u>a) communal</u> <u>b) Individual for example a ventaxia system to a bathroom.</u>	/	/

### **District Heating and Hot Water System**

The costs of repairs to the District Heating and Hot Water System are recoverable through the service charge. We will arrange for the works to be carried out.

### **How to report a repair and the service standards you can expect**

If a repair is required in a common area or within your home and it is our responsibility, you should:

- ◆ Call the repairs call centre (the number is provided in the glossary at the back of this handbook) and provide details of the repair required. Please be as precise as you can about the problem,
- ◆ Or, e--mail us at [housingrepairs@easington.gov.uk](mailto:housingrepairs@easington.gov.uk)

If you are reporting a repair by e-mail make sure you include the following information:

- ◆ Your name and address
- ◆ Details of the repair required
- ◆ The precise location of the repair
- ◆ A contact telephone number

If the repair is in your property the Repairs Service Centre will arrange an appointment at a time that is convenient for you and inform you of the job number. If the repair is in a communal area you will be give the job number and an estimate of when the job is expected to be complete.

## Target repair times

East Durham Homes sets targets for the time in which it aims to complete specific types of job. Details of these targets are below.

Target Completion	Example of communal repairs
<b>Emergency repairs</b> – to make safe in 24 working hours	<ul style="list-style-type: none"><li>• Total failure of lights in common parts</li><li>• Blocked soil stack</li><li>• Board up broken communal windows</li><li>• Unblock rubbish chutes</li><li>• Lift failure</li></ul>
<b>Semi-urgent repairs</b> – within seven days working days	<ul style="list-style-type: none"><li>• Re-glaze communal windows</li><li>• Repair individual communal lights</li><li>• Repairs to communal doors</li><li>• Repairs to leaking roof</li></ul>
<b>Non-urgent repairs</b> – (within 28 working days or one calendar month)	<ul style="list-style-type: none"><li>• Unblock rainwater pipes or guttering</li><li>• Repairs to washing line posts</li></ul>

## Emergency repairs outside normal working hours

We operate an emergency repairs service, which can be used by leaseholders to report urgent repairs in common areas. The service is available by calling 0800 032 0835, from 8am to 8pm, Monday to Friday, and 8am until 12 noon on Saturday. In case of an urgent repair outside these hours please contact the council's Warden Services on (0191) 527 1096.

The Emergency Service only deals with very urgent works, and not jobs that can be safely left until normal working hours.

Please remember that if the repair is our responsibility the cost will be met through the service charge and you will have to pay your share of it.

## Repairs liability

If the actions of yourself, your family or your visitors result in an unnecessary repair and subsequent costs to us, we may make extra charges to recover these costs.

We may also make charges to recover costs where damage has been caused by your negligence or that of your family or a visitor to your home, such as damage to the building from running water that has been left to overflow.

## **Emergencies and problems generally**

In the case of some emergencies you will need to act quickly to control the problem regardless of who is responsible for the repair. You should take whatever action is possible to stop the immediate problem and then call for help to put it right.

If your WATER, ELECTRICITY or GAS supply fails totally, please contact your supplier to check whether there has been a general supply failure.

In the event of a general emergency, please check the phone book for the relevant organisation to contact and alert your neighbours if they are in danger.

### **Water leaks**

The damage caused by water leaks, burst pipes, etc. can be minimised in most cases by turning off the water supply to your home with the stopcock (stop valve). This should be located inside your property or in the common parts hallway and should be clearly labelled. You should make sure you know where the stopcock is located in case of a problem. Please note there may be more than one.

If the leak is your responsibility, please call a reputable plumber. If it is the responsibility of East Durham Homes please contact our Customer Service Centre on 0800 032 0835.

### **Gas**

If you think you can smell gas **call Transco immediately** (there is no charge for investigating leaks) on freephone 0800 111 999.

DO NOT:

- Turn electric switches **on** or **off**
- Smoke or use a naked flame

DO:

- Call Transco's Gas Emergency Service
- Turn off your gas supply at the meter
- Open doors and windows to get rid of gas
- Put out naked flames
- Check that the pilot light on the boiler is out
- Keep people away from the area affected

Your gas supplier will advise you on any further action you should take but please inform East Durham Homes as soon as you can.

## **Note for all Leaseholders about gas appliances**

It is very important that gas appliances are properly maintained. If you have them in your home they are your responsibility and we strongly advise you to have them serviced annually. Taking up a service contract with a reputable CORGI approved contractor will ensure regular servicing and maintenance for any gas installation.

You should also consider the installation of a carbon monoxide detector. Advice about these is available from your gas supplier.

## **Electricity**

If you have an electrical fault you should check the fuse box. If it is a modern fuse box with switches, check which circuit has tripped. If you had just plugged in an appliance it may be that the appliance is faulty. If you do not know how to fix the problem you should contact a competent electrician. If your electricity supply has failed completely call your electricity supplier.

## **Smoke detectors**

We strongly recommend that you consider installing at least one smoke detector in your home. It is worth taking advice on the type of smoke detector to install and where to locate it. If you have smoke detectors please remember to change the batteries regularly and ensure that they remain in working order.

## **Asbestos**

The following information is intended to help you understand the hazards of asbestos in the home.

### **Asbestos is most commonly found in:**

- Externally:**
- a) Eaves soffit
  - b) Verge undercloak
  - c) Rainwater gutter
  - d) Rainwater pipe
  - e) Flue pipes and terminals
  - f) Roof tiles
  - g) Corrugated cement sheeting
  - h) damp-proof courses

- Internally:**
- a) Textured coating (Artex)
  - b) Fire stop panels (inside heater cupboard doors or near heat sources)
  - c) Ceiling and wall boards
  - d) Floor tiles (thermo-plastic)
  - e) Toilet cisterns made from composite materials
  - f) Flue pipes (asbestos cement)
  - g) Bitumen heat pads underneath kitchen sinks

In the past, many products containing asbestos as reinforcement were used in house building. These products only become a risk to you or your family if the asbestos fibres are released into the air.

### **General advice**

If you are unsure about whether a material contains asbestos, especially if it is of a fibrous nature, you should treat it as if it does until proven otherwise.

### **Floor tiles, toilet cisterns and seats**

These items are essentially manufactured from plastic with a small amount of asbestos fibres to give additional strength. This is so well bonded that it would take a drilling or mechanical grinder to release asbestos fibres. Generally they present no hazard to occupants

### **Asbestos Cement Products**

Asbestos cement is a hard material containing well-bonded asbestos, found in items including corrugated sheeting, plain cement sheeting, rainwater pipes and gutters, eaves soffit, verge undercloacks, flue pipes, terminal and roof tiles.

Asbestos cement products can release fibres when broken or if subject to continuous heavy weathering, however, provided they are not broken and in good general condition they should present no hazards.

You should never attempt to remove, sand, scrape, wire brush, drill or subject asbestos cement products to abrasion in any other way.

### **Textured Coating (Artex)**

Artex is most commonly used to decorate walls and ceilings. It may sometimes contain asbestos fibres, however, they are normally well bonded and the fibres are not readily released. In recent years, only Artex containing no asbestos has been used in homes but both versions look identical.

**Removal of textured coating containing asbestos may require a specially licensed contractor.**

DO NOT attempt to remove, sand, scrape, wire brush, drill or subject Artex to abrasion unless it has been tested and confirmed that it does not contain asbestos.

Cleaning and repainting is safe as long as the surface is in good condition and not disturbed.

### **Insulation Board (also referred to as Asbestolux)**

This is often used internally as boxing and door, wall or ceiling panelling. It is mainly used internally but can occasionally be found as eaves soffit on properties built in the 1970s. This material is softer and less dense than cement products. If sound it presents no risk but it can damage more easily, allowing fibres to be released. You should consider removal or encapsulation if internal.

**The removal of insulation board containing asbestos can only be carried out by licensed contractors**

Do not attempt to remove, sand, scrape, wire brush, drill or subject insulation board containing asbestos to abrasion.

### **Asbestos Waste**

Whole or broken asbestos cement sheets are sometimes found in gardens as fencing or debris from sheds.

DO NOT put asbestos waste in wheelie bins. Asbestos waste must be disposed of in a safe manner at a licensed tip.

To arrange removal of asbestos waste contact Envirocall on (0191) 527 5040 or any private waste disposal contractor.

**For further advice on asbestos products contact:** The Health and Safety Executive on (0191) 202 6200 or visit [www.hse.gov.uk](http://www.hse.gov.uk)

## SECTION 7: Major works

Under the terms of the lease, the landlord is responsible for the maintenance of the building and estate where your leasehold property is situated. East Durham Homes carries out this obligation on behalf of District of Easington Council.

Maintenance can be in the form of small-scale repairs such as renewing a roof tile or replacing a communal front door but can also include larger repairs and improvements, such as fitting a new roof or windows. Large-scale repairs and improvements are known as **major works**.

A proportion of the cost of large-scale works is rechargeable to you as a service charge under the terms of the lease. As the costs associated with major works can be significant, the law requires us to carry out formal consultation with leaseholders in particular circumstances.

If the individual cost to you is likely to be **less than £250**, we **do not** have to formally consult you regarding the works.

*If your flat is in a block of four with two flats upstairs and two flats downstairs, we will be able to carry out works up to a value of £1,000 (4 x £250.00) without formal consultation. If the estimate for the work is more than £1,000, East Durham Homes will carry out formal statutory consultation.*

You will normally be informed about small-scale works by a Resident Involvement or Tenancy Allocation Officer. You are still obliged to contribute towards the costs of these small-scale works, but this will be through your day-to-day service charges.

If the individual cost to you is likely to be **more than £250**, we will provide specific information about the works and our reasons for carrying them out. This information is provided through a formal consultation process, with East Durham Homes issuing in a notice (or notices) commonly known as a Section 20.

The rules regarding the process of statutory leasehold consultation are contained in Section 20 of the Landlord and Tenant Act 1985, as amended by Section 151 of the Commonhold and Leasehold Reform Act 2002.

Depending on the nature of the work, we will issue either a single stage or a two-stage consultation exercise. The type of consultation normally depends on whether the work is to be carried out by a contract partner or not. This is explained in more detail on the following page.

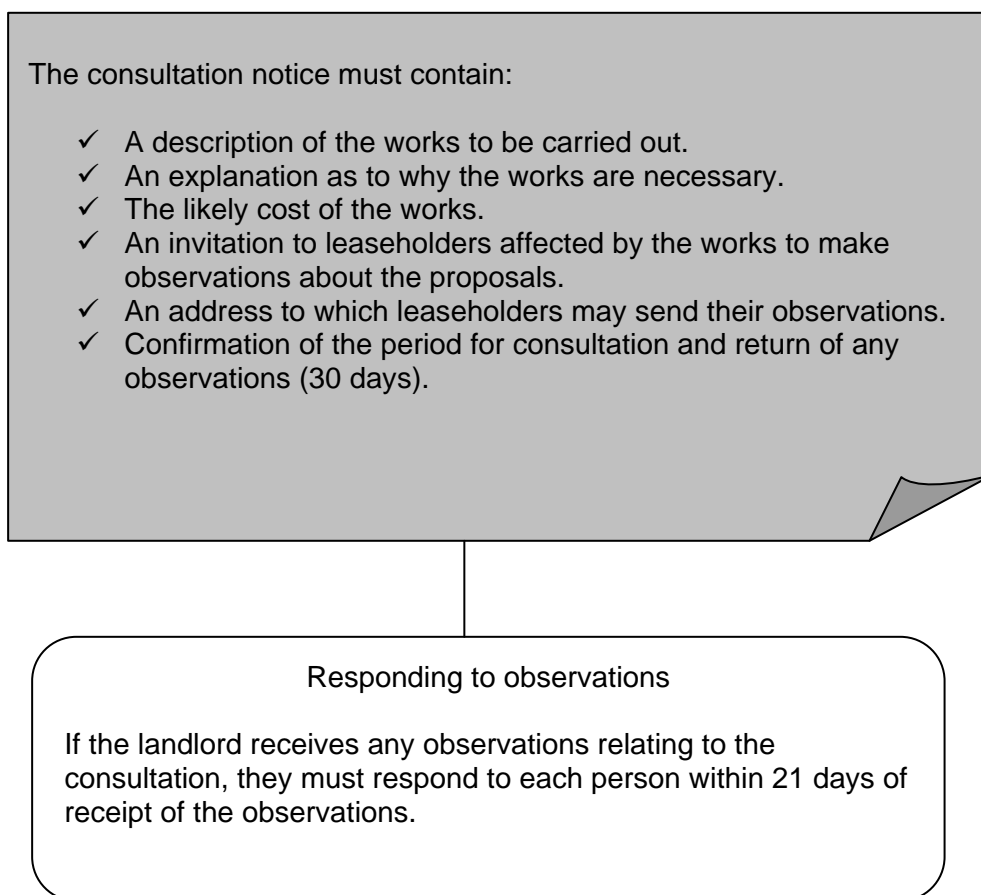
## Single stage consultation

Following a thorough and competitive procurement process that looked at value for money **and** quality of work, a number of contractors were appointed to carry out the majority of East Durham Homes' major works programme.

**These contractors are often called contract partners because there is a formal contract between the contractor and East Durham Homes to perform specific types of work.**

**If East Durham Homes wishes to carry out a contract of works using a contract partner, we will issue a consultation notice in accordance with Schedule 3 of Section 151 of the Commonhold and Leasehold Reform Act 2002.**

**A summary of the single stage consultation process is below.**



The majority of major works carried out by East Durham Homes will result in a single stage consultation with leaseholders receiving a notice containing information on the proposed works and inviting you to make observations. If you receive a consultation notice and you would like to comment on it, please ensure that your observations are received by East Durham Homes within the period stated in the notice.

## Two-stage consultation

If works cannot be carried out by contract partners the law states that we must carry out a two-stage consultation.

**This means that if East Durham Homes wishes to carry out works that cannot be undertaken by our contract partners, we will issue a consultation exercise in accordance with Schedule 4 Part 2 of Section 151 of the Commonhold and Leasehold Reform Act 2002.**

**A summary of the two-stage consultation is below.**

The Notice of Intention must contain:

- ✓ A description of the works.
- ✓ An explanation as to why the works are necessary.
- ✓ An invitation to the leaseholders affected by the works to nominate a contractor from who we must try to obtain an estimate for the proposed works.
- ✓ An address to which leaseholders may send their observations and/or nomination.
- ✓ Confirmation of the period for consultation and the return of observations and/or nominations (30 days).

The Landlord obtains at least 2 estimates.

East Durham Homes tenders the contract using the traditional competitive tender process. If one of the leaseholders affected by the works has nominated a contractor, this contractor is invited to provide an estimate for the work. If more than one nomination is received, the most nominated contractor is invited to provide an estimate.

The Notice of Estimates must contain:

- ✓ Details of at least 2 estimates provided in relation to the proposed works
- ✓ An invitation to the leaseholders affected by the works to make observations on the cost and/or scope of the works
- ✓ An address to which leaseholders may send their observations
- ✓ Confirmation of the period for consultation and the return of any observations (30 days)

Unless the contract is awarded to the leaseholders' nominated contractor or to the lowest tender, the landlord must issue a further notice to each leaseholder giving reasons for entering agreement and a summary of observations received in respect of the works or estimates and the landlord's response to them.

As with the single stage consultation, if you would like to nominate a contractor or comment on the proposed works, please ensure your observations are received within the time periods stated in each of the notices.

### **Your opportunity to comment**

East Durham Homes values the input of its tenants and leaseholders in regard to major works.

During the major works process and before the issuing of the formal statutory notice by East Durham Homes there are a number of opportunities to comment on the proposed works. This is important as resident feedback can have a major impact on the work carried out.

The informal consultation is your opportunity to comment on the proposed works and help formulate the final design of a project.

The issuing of the formal consultation notice by East Durham Homes provides a second opportunity for you to submit your observations about the proposed works.

The purpose of the statutory leasehold consultation is to discuss in more detail the scope of the works and the reasons for doing them, and to enable us to recover your contribution. It also provides you with clearer information about your estimated contribution towards the cost of the works.

We recognise that although all residents affected by works benefit from them, leaseholders have additional concerns because they will have to make a direct contribution towards the cost of the works. East Durham Homes therefore encourages the full involvement of leaseholders in the informal and formal consultation processes.

### **The Works**

Work will normally start on site once the informal and/or formal consultation process has ended.

When the works have been completed an inspection will be carried out to ensure they were in accordance with the terms set out in the contract of works. If certain aspects of the work have not been carried out, or perhaps have been carried out but to a poor standard, the contractors are required to return to the site to rectify any problems.

### **Problems**

East Durham Homes expects its contractors to complete works to a good standard and in a professional manner.

If you identify or experience a problem please provide as much information as possible to the Contract Manager whose details are normally included within the formal statutory consultation notice.

If you are concerned that a particular item of work has not been completed well, for example, information on the location and the nature of the problem will help us give clear directions to the contractors. If you are concerned about the conduct of a contractor, however, please tell us who the contractor is (if you can) and what they were doing at the time you became concerned about their behaviour.

Such matters are taken seriously by East Durham Homes and will be investigated. We will normally inform you of the result of an investigation but if you feel the matter has not been addressed, you may wish to consider making a formal complaint using our Complaints Procedure. Details are contained in Section 2: Making contact.

If you are unable to speak to the Contract Manager, you can also speak to your Area Housing Officer or the Leasehold and Service Charge Officer. Contact details for these members of staff can also be found in Section 2: Making contact.

It is essential that you notify us as soon as possible regarding any problems so that we can deal with them promptly and efficiently. Please do not wait until you receive a bill for your contribution towards the works. The bill is normally issued some time after the completion of the works and therefore makes the investigation a much more complicated process.

### **Calculation of leaseholder contribution**

East Durham Homes' finance section calculates the contribution from leaseholders for major works using financial information provided by the Contract Manager. This will normally occur following the completion of works on site although we may issue you with an estimated invoice for your contribution in certain circumstances.

Our calculations are based on your lease and, where applicable, any limits set in the Landlord's Offer Notice. The original purchaser usually receives this notice during the Right to Buy process.

The notice details the terms of the sale of the property, the discount and the sale price, but also includes a list of specific items of work and a cost for each of those items. These specified costs are applicable for the first five full financial years following the date of the original Right to Buy sale. Therefore if we carry out any of the specified works during this period, we will not recharge you more than the specified cost (plus an allowance for inflation).

### **Leaseholder challenges to major works**

The legislation surrounding statutory leaseholder consultation requires that the costs and scope of the works are reasonable and are carried out to a reasonable standard.

Leaseholders therefore have the right to challenge the reasonableness of either the cost or the scope of the works. This right is contained in Section 19 of the Landlord and Tenant Act 1985 (as amended).

This challenge can be made at any time during the major works process (including the informal consultation process) and should be done through the Leasehold Valuation Tribunal (LVT). Details of how to make a challenge on these grounds are contained in the LVT handbook.

The LVT, which is less formal than a court, aims to provide the leaseholder with the opportunity to challenge charges to be made (or already made) by their landlord.

You do not have to have legal representation to take a matter to the LVT, however, because the process can be fairly complex it is often advisable to take legal advice. The LVT booklet provides details of how to apply for free legal advice.

### **Paying for major works**

East Durham Homes' finance section has a duty to ensure that contributions due under the lease are recovered from leaseholders. If we fail to recover contributions for works from leaseholders, the council's Housing Revenue Account (into which tenants pay their rent) subsidises the equivalent leaseholder contribution. East Durham Homes therefore actively pursues leaseholders for all outstanding charges.

Your lease states that such charges are due on demand, but in recognition that this may not always be possible, our policy is that major works contributions are payable within 28 days of the demand for payment.

Every effort should be made to ensure that payment is made within this period. By the time you receive our invoice for major works you will have been aware for some time that a contribution would become due. The statutory consultation notice, issued before the works start, gave you an indication of your likely contribution.

Detailed information on how to make payment for major works is contained in Section 5: Service charges and ground rent.

East Durham Homes can give consideration to extending the period over which payments can be made, however, this is subject to strict hardship criteria, which may have to be supported by evidence of personal financial circumstances. If you are unable to settle the demand in full you must contact the finance section within the initial 28-day period.

Depending on the amount of the demand and your circumstances, we may extend the repayment term to allow you to pay over a period of six months.

Other payment options may also be available to you such as adding the payment to your mortgage or applying for a personal loan. In these

circumstances, an immediate payment is made to the East Durham Homes and you make payments to the lender over a longer period of time.

We also offer the placement of a charge against your property but this is done on a voluntary basis and incurs interest at the Local Authority rate, which is normally less preferential than rates from high street lenders. It is also subject to specific criteria and is therefore not available to all leaseholders.

We are required to offer a service charge loan to leaseholders who receive major works demands. More information on this is contained in Section: Service charges and ground rent. As with a voluntary charge on the property, the interest charged is the Local Authority rate and is therefore often higher than rates available from high street lenders.

### **Repayment Problems**

If you will be unable to settle the full amount of a demand for payment it is essential you contact East Durham Homes' finance section within 28 days of the demand.

You must also contact the finance section if you experience difficulties in making payments if you are paying over a specified repayment term.

If you are having difficulties making payments to your lender, you should contact the lender directly.

### **Your home is at risk if you fail to maintain payment.**

Although the finance section cannot provide financial advice, it may be possible to review any agreement you have with us if your circumstances change. You may also wish to approach a financial advisor or the Citizen's Advice Bureau for independent advice on how to pay your contribution towards major works.

## **SECTION 8: Insurance**

This section of the handbook provides a brief summary of the insurance arrangements that apply to the leasehold properties we manage.

As required by the terms of your lease, District of Easington Council arranges comprehensive buildings insurance for all sold flats under a blanket policy, but you are obliged to pay the premium for your flat. Maintenance of the building is the landlord's responsibility and you cannot opt out and arrange your own buildings insurance.

The insurance year runs from September 29 to September 28 of the following year and the current insurer is Zurich Municipal.

We will send out details of the buildings insurance with an invoice for the premium once a year and to new leaseholders on the completion of the sale. The premium is based on the cost of rebuilding your flat plus an element for the common parts. It includes Insurance Premium Tax (IPT). The premium may be increased if you leave the property empty for a long period or let out the flat.

Under the terms of your lease you must not do or keep anything that could increase risks.

**Please note it is your responsibility to arrange insurance for the contents of your flat. This includes furniture, pictures, clothes and personal belongings.**

### **What does the building insurance policy cover?**

The building insurance covers those parts of the building that are the council's responsibility to maintain. These include the structure, the exterior, the internal common parts and the services and installations of the block.

The 'fixtures and fittings' within your property are also covered by the Building Insurance. This includes:

- ◆ floorboards
- ◆ doors
- ◆ window glass
- ◆ bathroom and kitchen fittings
- ◆ decorations
- ◆ plaster on the walls and ceilings in your flat
- ◆ And, "anything that you would not be able to remove and take with you should you decide to move home."

The buildings insurance policy covers material damage caused by:

- ◆ Fire, smoke, explosion, lightening or earthquake
- ◆ Riot, civil commotion, malicious damage
- ◆ Impact by aircraft, animal or vehicle
- ◆ Storm or flood
- ◆ Escape of water or oil
- ◆ Damage caused by falling trees or branches or collapse of TV or radio aerials
- ◆ Theft or attempted theft
- ◆ Subsidence, ground heave or landslide

Our building insurance policy is index linked, which means it increases automatically each year in line with rebuilding costs. However, if you feel your property is under-insured we can arrange for the sum insured to be increased if you request this in writing. You should review the sum insured at regular intervals and take into account any improvements or alterations that might affect the value of the property.

If your mortgage company requires a copy of the buildings insurance policy we can provide you with a document summarising the cover.

Contents insurance provides cover for all of the moveable items that make up your home, for example, furniture, clothing, carpets etc. This type of insurance is completely separate from buildings insurance and you are not obliged to have contents insurance, although it is wise to do so.

### **What is the excess on the policy?**

There is a £50 excess on the policy for each claim in respect of malicious damage, storm, flood, falling trees or branches, or escape of water from any fixed tank, pipe or appliance, and a £1,000 excess for each claim for subsidence, ground heave or land slip.

Full details and the extent of cover is set out in the insurance schedule provided to all leaseholders. If you have any further queries about making a claim or require a copy of the insurance summary contact the council's Insurance Officer on (0191) 527 0501.

### **Making a claim**

If you suffer damage and would like to make an insurance claim you should contact your Leasehold Services Officer. After confirming whether the claim is eligible, the claims handler will instruct a contractor to carry out a repair. Where there is extensive damage, loss adjusters will be appointed to oversee the necessary remedial work and you will be responsible for paying the policy excess.

For more information on any of the issues in this section of your handbook, please contact the Leasehold and Service Charge Officer.

## **SECTION 9: Living in your home**

This section of the handbook covers general matters to do with living in your home and includes information about the services provided on estates to keep them clean and tidy.

The day-to-day management of your block is undertaken by your Estate Management Team. If you have any problems with cleaning or maintenance of the grounds around your home you should report them to your local team, who will try to put things right. Contact details are provided at the back of this handbook.

You can also visit any East Durham Homes Customer Outlet for help and advice about living in your home.

### **Looking after communal areas**

We are responsible for making sure entrances, landings and stairways of flats and maisonettes are clean and tidy.

### **No smoking policy**

In preparation for government legislation to be introduced in July 2007, East Durham Homes and District of Easington Council have revised their smoking policies. While it is recognised that whether people smoke or not in their private lives is a matter of personal choice, the council and East Durham Homes believe they have a duty to protect everyone in enclosed public spaces from smoke.

As a result, smoking is no longer permitted on Council premises, and this includes staircases, lifts, corridors and other communal areas in flat blocks.

In accordance with this policy 'No Smoking' signs are to be erected in all communal areas including stairwells.

Residents are still permitted to smoke in their own flat.

### **Looking after your garden**

Gardens must be kept tidy. If you have a garden it is important to keep it tidy to prevent damage to property (for example, the roots from large trees may affect walls and buildings). You must also keep your garden maintained so that it does not cause a nuisance to neighbours or become a possible health hazard.

### **Graffiti removal**

It is our priority to ensure offensive graffiti is removed as quickly as possible. In order to help us do this, we ask that residents report graffiti by calling our Customer Service Centre on 0800 032 0835. East Durham Homes has an

agreement with District of Easington Council for the removal of graffiti within the following times:

- Five-day response to non-offensive graffiti
- One-day response to offensive wording and pictures

### **Pest control**

If you have problems with mice, rats, insects, or any other pests or infestations, you should contact District of Easington Council's Pest Control Service by calling (0191) 527 5040 and selecting option 2 for Environmental Services.

### **TV licences**

Residents must ensure any television they use in their home is properly licensed. For more information contact the TV licence customer service line on 08705 763763.

### **Satellite dishes**

If you do not have a communal aerial and would like to install a satellite dish you will have to submit your request in writing to the Technical Support Team, East Durham Homes, 2 Meridian Court, Whitehouse Business Park, Peterlee, County Durham, SR8 2RQ.

### **Running a business**

Your lease does not allow you to run a business from your home or garage. And we will take action against you if you are found to be doing so. Please contact your area office if you are concerned about this.

### **Keeping Pets**

Pets can cause nuisance, damage to property and, in some cases, harm or upset to other animals.

You are not allowed to keep a dog or cat or other large pet, except a registered guide dog or a registered hearing dog in your flat, however, you may keep a small fish or small caged bird.

If you find a stray pet or would like to report an animal that is causing a nuisance you should contact the council's Environmental Wardens on (0191) 527 5040.

### **Sub-letting**

There is no restriction on sub-letting within your lease, however, if you wish to do so you must inform us within one-month of sub-letting your property. You should also inform your mortgage lender in case there are restrictions within your mortgage. For more information see Section 10: Other leasehold matters.

## **Parking on your estate**

Please be considerate when parking. You must only park vehicles on property on a hardstanding - a driveway or paved area intended for parking. You must not park a caravan or motor home on the garden, driveway, or paved area around your home or on any communal parking areas without the council's agreement in writing. You and your visitors must not park anywhere that could obstruct access for emergency services.

Unlicensed vehicles should not be parked on council property and you are not permitted to carry out major repairs on your vehicle in a residential area

If you are concerned about parking or other motor vehicle issues on your estate please bring this to the attention of your Estate Management Team.

## **Abandoned vehicles**

You should report any vehicle abandoned on your estate or any other area of council land by contacting Envirocall on (0191) 527 5040. It is helpful if you know the registration number, make of vehicle, model and colour.

## **Friends and visitors**

Residents have a responsibility to ensure that anyone who lives in or visits their home takes care of the property and the estate. Deliberate damage to council property or estates can, in certain circumstances, be a criminal offence.

If you witness an act of deliberate damage or vandalism, you should report it to East Durham Homes. We treat all such reports in confidence. Criminal damage should also be reported to the police.

## **Alterations to your home**

If you wish to carry out alterations or improvements to your home you must apply to us first. Permission will not be unreasonably withheld, although it is important that a qualified person carries out the work to a proper standard.

For some work, for example, improvements or additions to the property, you may need to obtain other approvals such as planning permission or Building Regulations approval, before proceeding.

Please note, however, that under the terms of your lease you are not allowed to replace the window frames to your home. These are our responsibility. For more information see Section 6: Repairs and maintenance.

## **Aids and Adaptations**

If you have difficulty managing in your home because of a disability we may be able to help you. A representative from Durham County Council Social Care and Health can visit you to talk about the grants that may be available to help you pay for adaptations to your home.

Adaptations can range from installing ramps or handrails to fitting a shower.

If your home was fitted with adaptations when you purchased it from the council you will now be responsible for maintaining them.

## **Services for older people**

Durham County Council provides a number of social and community services for older people, including:

- ◆ Community nursing agencies
- ◆ Voluntary agencies that help with transport, shopping and other tasks, such as decorating
- ◆ Intensive home care schemes providing a number of personal care services
- ◆ Aids to help with various physical disabilities

Although the Meals on Wheels service is no longer provided by Social Care and Health, similar services are available. For a list of providers call (0191) 527 1090.

## **Getting rid of rubbish**

If your block of flats has a rubbish chute it is vital for the health and hygiene of all residents that rubbish is wrapped in small bundles so it does not block the chute.

Most large items of rubbish can be collected by the council free of charge. Contact Envirocall on (0191) 527 5040.

Remember dumping rubbish can cause a nuisance to your neighbours and lead to fire, pest infestation and other problems.

## **Lift Breakdowns**

In the event of an emergency or general faults with your lift service please call our Customer service Centre on 0800 032 0835.

## **Liquid petroleum gas and paraffin heaters**

For safety reasons you are not allowed to use or store bottled gas. This includes Calor gas or paraffin.

## **Estate services**

We work hard to ensure estates are clean, tidy and well maintained. Contractors maintain some areas on the estates but we are responsible for monitoring performance and overseeing any complaints residents' may have about the condition of their estate.

## **Your Estate Assistant**

Estate Assistants are responsible for monitoring:

- ◆ The cleanliness and condition of communal entrances and staircases
- ◆ Communal lighting
- ◆ The general state of repair of blocks

## **Entry phone systems**

To report a fault with your Entry Phone System please call our Customer Service Centre on 0800 032 0835.

## **Emergencies**

Please make sure that all taps and electrical appliances are turned off before you leave your flat. If you are going away on holiday, turn off the water at the stopcock.

If you cause damage to a neighbour's flat you will be held financially responsible for any repairs.

## **Fire procedure**

In case of a fire in your flat: **dial 999 and evacuate the building immediately.**

- ◆ Do not try to put out the fire unless you are absolutely sure you can do it safely
- ◆ Get out of the flat as soon as possible and close the front door
- ◆ Tell everyone else in the block there is a fire
- ◆ Set off the fire alarm to alert everyone in the building
- ◆ Use the stairs, not the lift, to leave the block
- ◆ Do not go onto your private balcony unless it is a fire escape route

**In case of a fire elsewhere in the block:**

**Evacuate the building immediately!!**

## Condensation

It is not always easy to tell the difference between condensation and damp. As a rule condensation is found in places with little air movement, such as corners and cupboards, as well as cold spots, for example, around windows.

To limit condensation you can:

- ◆ Try to reduce the amount of water in the air by drying clothes outside if possible. If you do dry clothes indoors try to keep a window open.
- ◆ As far as possible keep lids on saucepans and turn the heat down when they are boiling.
- ◆ Run cold water before hot water when having a bath.
- ◆ After having a bath keep the bathroom door closed and the window open so steam can escape directly without getting into other rooms.
- ◆ Try to make sure there is sufficient heat in your room so there are no cold spots and ensure rooms are ventilated.

For more information on any of the issues in this section contact our Customer Service Centre on 0800 032 0835.

## **SECTION 10: Anti-social behaviour, nuisance and harassment**

Leaseholders are bound by the terms of their lease not to cause nuisance, annoyance or inconvenience to their neighbours or the council. Tenants also agree to these terms in their tenancy agreement. This section of the handbook explains how East Durham Homes and the Council work to tackle anti-social behaviour and the support we offer to victims.

### **What does the term anti-social behaviour mean?**

The term anti-social behaviour covers any kind of nuisance, unreasonable disturbance or harassment. Below are some examples of anti-social behaviour:

- Verbal abuse, threats, violence or other unpleasant acts
- Creating unreasonable noise that intrudes on the lives of others
- Harassment because of gender, ethnic background, religion, sexual orientation, age or disability
- Unreasonable interference with a person's rights to peaceful enjoyment of their home and/or neighbourhood

The legal definition of anti-social behaviour only covers problems being caused by somebody **outside** your home - it therefore does not usually cover domestic violence. However, East Durham Homes works with a number of agencies that support victims of domestic violence. If you wish to report an incidence of domestic violence you should follow the same procedure as for reporting anti-social behaviour.

### **Reporting anti-social behaviour**

If you are being directly affected by anti-social behaviour in any way you should contact the police.

You can also make an appointment to see a Neighbourhood Enforcement Officer at an East Durham Homes Customer Outlet. The officer will discuss the situation with you and take full written details. You will also be asked if you are happy for us to approach the person or people responsible and if you would like us to take action against them.

To contact your Neighbourhood Enforcement Officer call 0800 032 0835. If they cannot deal with your complaint they will direct you to the relevant department within District of Easington Council.

### **Investigating complaints of anti-social behaviour**

The Neighbourhood Enforcement Officer will advise of what action can and can't be taken. They will also issue you with diary sheets for you to continue to record incidents of anti-social behaviour as and when they occur.

The action we take will depend on the type of issue you are reporting, the power we have to address such issues and the type of action you would like us to take.

In all cases we will keep you informed through regular contact by letter, telephone or visits.

### **Collecting evidence**

Before we can take action we must gather evidence. In most cases this is done by recording events on diary sheets. The sheets include dates, times and descriptions or names of those responsible for the anti-social behaviour. The sheets are used to compile detailed statements for use in legal proceedings. While collecting evidence we will, at the same time, try and find ways of dealing with the anti-social behaviour.

If a person is continuously harassing a resident and the harassment does not abate after they have been sent a warning letter or been interviewed, we will take appropriate legal steps. This may include serving a Notice of Seeking Possession against a tenant, applying for immediate relief or seeking an Anti-Social Behaviour Order.

### **Injunctions**

East Durham Homes has the power to take out an injunction against a tenant, leaseholder or any other adult causing anti-social behaviour on a housing estate. An injunction is a court order forbidding certain behaviour and/or banning an individual from a specified area.

If a situation is very serious, for example, where there has been an assault or there is a serious threat of assault, we can ask the court to grant an injunction on an emergency basis without notice to the perpetrator. This is called an ex-parte injunction.

If the terms of an injunction are broken, the court has the power to send the individual concerned to prison.

### **Anti-Social Behaviour Orders (ASBOs)**

Anti-Social Behaviour Orders can be used against anybody over the age of 10 who has been acting in an anti-social way. They can be taken out by the police or us and can be issued against anyone, irrespective of tenure.

Breaking the terms of an ASBO is a criminal offence that can lead to the being summoned to appear at a Magistrates or Crown Court, where a large fine or prison sentence can be imposed.

## **Acceptable Behaviour Agreements (ABAs)**

An Acceptable Behaviour Agreement is a signed undertaking by the perpetrator of anti-social behaviour to cease engaging in behaviour that causes harassment, alarm or distress. The signing of the contract usually takes place between the police, the landlord and the parent. An ABA is not legally binding, however, continued breach of the terms can lead directly to the application of an ASBO.

During the term of the contract, usually six months, every attempt will be made to provide support to the perpetrator in order to help him or her with their rehabilitation. Several agencies work together to monitor improvements behaviour and in the majority of cases, ABAs are hugely successful.

### **Legal action against a leaseholder.**

In the case of a leaseholder, anyone who resides with them or any sub-tenant causing anti-social behaviour, we can take legal action to enforce the terms of the lease. In persistent or very severe cases, the Leasehold Officer can seek forfeiture of the lease. This is similar to taking possession proceedings.

It is, therefore, extremely important that leaseholders are familiar with their responsibilities to ensure that they, and any other person residing in or visiting their property, do not indulge in anti social behaviour.

For more information on any of the issues in this section of your handbook, contact your Leasehold and Service Charge Officer on 0800 032 0835.

## **SECTION 11: Other leasehold matters**

### **Sub-letting**

If you are considering sub-letting your property you should consider the following:

- ◆ You should obtain the consent of your bank or building society, as it may be a condition of your mortgage that you live in the property.
- ◆ You must tell us that you are sub-letting to ensure that any insurance claim you make is covered.
- ◆ You should seek advice from your home contents insurers. If you do not you may find that any claim you make is null and void.
- ◆ The obligations and covenants within your lease will still apply to you whilst you are not living in your property. Should there be a breach of the conditions of the lease we will take action against you and not your sub-tenant.
- ◆ You remain responsible for the payment of service charges and ground rent while you are sub-letting. You must therefore notify East Durham Homes' finance section of your contact address for invoices. If payments are not made, we will take proceedings against you and not your sub-tenant.
- ◆ You are responsible for your sub-tenant. It is therefore important that your tenancy agreement includes the same rules and regulations that apply to you as a lessee. We will contact you or your managing agent if there are any problems arising from their behaviour.
- ◆ If the property is left unoccupied for any length of time you must inform your Leasehold Services Officer.
- ◆ You will remain responsible for the landlord's duties arising under the Gas Safety (Installation and Use) Regulations 1998. This means that you are legally responsible for making sure any gas appliances, pipe-work and flues are safe and well maintained. You must also arrange for an annual gas safety check to be carried out by a CORGI registered gas engineer and ensure that your tenant is given a copy of the annual gas safety check record (CP12).

**Failure to meet these requirements can lead to criminal prosecution resulting in a large fine or possibly even imprisonment.**

If you are considering sub-letting and would like further information or would like to discuss this in more detail please contact your Leasehold and Service Charge Officer.

### **Selling Your Home**

If you wish to sell your home you should be aware of the following:

#### **Repayment of Discount**

If you purchased your flat under the Right to Buy scheme you will be required to repay a proportion of the original discount depending on when you bought the

property. You should contact the Leasehold Services Officer for advice about the proportion of the discount that will be repayable.

### **Legal Costs**

We will make a charge to your solicitor for any enquiries they make in respect of the proposed sale and for the provision of information required.

Some delay in providing the information requested should be expected, as we will need to gather information from other departments.

### **Assignment**

It is the responsibility of your purchaser's solicitor to ensure we receive a copy of the Notice of Assignment. We make a small charge for this notification.

### **Service Charges**

You are responsible for paying your service charges for the entire financial year. When you sell your property, the new owner will receive an adjustment (credit or debit) to the estimated part of the service charges you paid. You should ensure your solicitor makes proper provision for the new owner to reimburse you for any charges you pay after you have sold the property.

### **Leasehold Enfranchisement**

If you are a long-term leaseholder you and other leaseholders may have the right to buy the freehold of your building providing you and they qualify and the block qualifies under the criteria contained within the legislation. This is known as the 'right to enfranchise'. Once you have bought the freehold, you will take over responsibility for managing the block yourselves.

The legislation and the process for buying the freehold are complex but where possible we will help eligible leaseholders collectively purchase the freehold to their block.

For further information please contact the Leasehold Services Officer.

A booklet entitled Commonhold and Leasehold Reform Act 2002 is also available from Communities and Local Government at the address provided at the back of this handbook.

## SECTION 12: Glossary

### Terms and definitions

**Assignment** – The term used when the lease is sold on when you sell your flat. The new leaseholder is the assignee.

**Block** – The building in which your property is situated.

**Common parts** – The parts of the building or estate that can be used by all the residents, for example, any stairs, lifts, paths, communal gardens etc.

**Constitution** – A document outlining the rules governing how an organisation such as a residents association, must operate.

**Consultation** – The process of asking for your opinions. Where possible we will consult you about anything we do that affects you.

**Contingencies** – Insured perils that are covered under our block insurance policy.

**Covenant** – A legally enforceable obligation or promise to do or not to do something.

**Cyclical maintenance** – Work we carry out as part of a regular programme. Costs are included in your service charges.

**Curtilage or demised premises** – The part of the block included in the lease you have purchased. This will include your flat, the common parts, any garage area and the landscaped area attributable to your block. Your lease will include a plan showing the demise and defining those parts of the building that are yours and those that you share with other people.

**Enfranchisement** – The process of leaseholders collectively buying the freehold of their block.

**Estate** – The block, any out buildings and any land associated with the block.

**Fixtures** – Fittings within your flat such as kitchen units, the bathroom suite, light fittings and any central heating system. As the leaseholder you are responsible for maintaining these.

**Forfeiture** – Termination of the lease, allowing East Durham Homes, as the freeholder, to lawfully repossess the property, require you to vacate it and dispose of it with vacant possession. This course of action would only take place if there had been significant breaches of the covenants contained within your lease and following determination by a Leasehold Valuation Tribunal or court.

**Freehold** – Absolute ownership of property and the land on which it stands.

**Ground Rent** – This is the rent paid to the landlord during the term of the lease. It is a small annual fixed sum payable by a leaseholder to a freeholder in recognition of the legal contract between them. It is currently £10 per year.

**Improvement** – carrying out work to a property than it is beyond that necessary to satisfy an obligation to repair.

**Landlord** – The person or organisation that owns the freehold (or long-term lease) of a property and which grants a tenancy or lease to a tenant or leaseholder.

**Lease** – The lease is a contract between the landlord and the leaseholder that sets out the obligations of both parties.

**Leasehold** – Ownership of a property within a building comprising of other flats and/or maisonettes. The leasehold is subject to the payment of service charges and ground rent for a set period of time.

**Leaseholder** – The person who has been granted the lease by the landlord.

**Leasehold Valuation Tribunal (VTA)** – The body sometimes called in to make decisions on service charge disputes between landlords and leaseholders. The VTA is a panel of professionals such as solicitors and surveyors, who have experience of property disputes.

**Lessee** – Another term for leaseholder.

**Mortgagee** – The bank or building society that lent you money to buy your property.

**Ratable Value** – A property based sum, used originally as a method of local taxation, but used in this context as a reasonable way of apportioning service charges.

**Section 20 Notice** – The consultation letter we must send you when we are intending to carry out work that costs more than a sum prescribed by government regulation.

**Section 20B Notice** – If we are unable to confirm the actual proportion of the cost of major works you will be charged within 18 months, you will be notified under this Section of the delay. If we fail to do this we will not be able to charge you for the works.

**Section 125 Notice** – This is the Offer Notice provided when the lease is first sold. It contains the estimated costs of service charges, repairs and improvements during the first five-year period of the lease together with the maximum contribution you will be expected to pay, subject to an adjustment for inflation.

**Section 146 Notice** – We must serve this notice before any forfeiture proceedings can commence.

**Service charge** – The payment made by a leaseholder to a freeholder in return for services provided by the freeholder.

**Sub-letting** – When a leaseholder rents out part or all of their home.

**Tender** – The method East Durham Homes uses to get the best prices for large contracts such as redecoration works. Tendering is based on a detailed specification of the works. Contractors are invited to give their price or ‘tender’ for the work.

## Useful contacts

### Head office:

East Durham Homes Ltd  
2 Meridian Court  
Whitehouse Business Park  
Peterlee  
County Durham  
SR8 3TN  
Telephone: 0800 032 0835

Peterlee Customer Service Outlet  
29 Yoden Way  
Castle Dene Shopping Centre  
Peterlee  
County Durham  
SR8 1AL

Murton Customer Service Outlet  
16/17 Woods Terrace  
Murton  
Seaham  
County Durham  
SR7 9AD

District of Easington Tenants & Residents Federation	(0191) 518 4477
Social Care and Health	0845 850 5010
Citizens Advice Bureau	(0191) 586 2639
Department of Work and Pensions	0207 712 2171
TRANSCO	0800 111 999
Crimestoppers	0800 555 111

For ALL East Durham Homes enquiries our Customer Service Centre on:  
**0800 032 0835.**

For animal welfare, environmental services, graffiti, parking, pest control, garden waste collections, bulky collections, and the removal of abandoned vehicles contact Envirocall on: **(0191) 527 5040.**

For enquiries relating to complaints, empty properties, individual councillors and Council Tax and housing benefits, call **(0191) 527 0501**

Out of Hours 0800 032 0835

Libraries	<b>(0191) 383 3000</b>
Street Lighting	<b>(0191) 383 3000</b>
Trading Standards	<b>0845 330 3313</b>
Traffic	<b>(0191) 370 6000</b>

## **Other Useful Organisations**

Leasehold Advisory Service (LEASE)  
31 Worship Street  
London  
EC2A 2DX  
**Tel: 0207 374 5380**

Leasehold Reform Team,  
Department of Communities and Local Government  
HPOS Division  
Second Floor  
Eland House  
Bressenden Place  
London  
SW1E 5DU  
**Tel: 020 7944 3462**

Leasehold Valuation Tribunal  
Whittington House  
19-30 Alfred Place  
London  
WC1E 7LR  
**Tel: 020 7446 7700**

Local Government Ombudsman  
21, Queen Anne's Gate  
London  
SW1H 9BU  
**Tel: 020 7915 3210**

For copies of the Guide to the Commonhold and Leasehold Reform Act 2002:

Communities and Local Government  
DCLG Free Literature  
PO Box No 236  
Wetherby  
**Tel: 0870 1226 236**  
Fax: 0870 1226 237  
E-mail: [DCLG@twoten.press.net](mailto:DCLG@twoten.press.net)

## **Summary of Leasehold Legislation**

Listed below are acts of parliament relating to the management of leasehold properties and service charges, and brief notes outlining what they cover.

### **Law of Property Act 1925**

Notice to mortgagees regarding forfeiture – Section 146 Notice.

### **Housing Act 1985**

- ◆ Right to buy for local authorities and certain housing association tenants.
- ◆ The form of lease used
- ◆ Limitation of leaseholders liability to pay service charges in the first five years – Section 125 Notice.
- ◆ The Right to a Loan for leaseholders under the Housing (Service Charge Loans) Regulations 1992.

### **Landlord and Tenant Act 1985 (amended by the Landlord and Tenant Act 1987 and the Common hold and Leasehold Reform Act 2002.)**

- ◆ Definition of a service charge
- ◆ Reasonableness of service charges
- ◆ Leaseholders rights to consultation on repairs over a defined limit
- ◆ The 18-month limit on charging for costs incurred in relation to service charges
- ◆ Leaseholders rights to inspect supporting accounts
- ◆ Recognised residents associations
- ◆ Rights of residents associations to be consulted about the employment of managing agents

### **Consumer Protection Act 1987**

Landlords' obligations not to give artificially low estimates of service charges.

### **Landlord and Tenant Act 1987 (as amended by the Commonhold and Leasehold Reform Act 2002)**

- ◆ Variation of leases
- ◆ Demands for rent and service charges must include landlords name and address

### **Property Misdescriptions Act 1991**

Makes it an offence to provide misleading advice or information to purchasers.

## **Leasehold Reform Housing and Urban Development Act 1993 (as amended by the Commonhold and Leasehold Reform Act 2002)**

- ◆ Right to acquire for council tenants and Registered Social Landlords
- ◆ Limitation on when forfeiture for non-payment of service charges can be sought
- ◆ Increased role for Leasehold Valuation Tribunal
- ◆ Increased scope for collective freehold purchase
- ◆ Powers for Secretary for State to require reduction or waive service charge in certain circumstance
- ◆ Rights for residents to appoint a qualified surveyor on service charge matters
- ◆ Right to manage for leaseholders of Registered Social Landlords

## **Commonhold and Leasehold Reform Act 2002**

- ◆ Lease renewals
- ◆ Amendments to the requirements for consultation for major works.
- ◆ Rights to challenge administration charges
- ◆ Landlords obligation to provide financial information in a prescribed form
- ◆ Increased role for Leasehold Valuation Tribunals
- ◆ Makes restriction on landlords before forfeiture action can be taken
- ◆ Extends the grounds for lease variation
- ◆ Collective enfranchisement



- **East Durham Homes (Contact Centre)**

freephone: 0800 032 0835

*Business hours:*

Monday to Friday - 8am until 8pm

Saturday - 8am until 12noon

*In emergencies for repairs or homelessness you can call freephone: 0800 032 0835 out of hours.*

- **East Durham Homes (Head Office)**

2 Meridian Court, Whitehouse Business Park,  
Peterlee, County Durham, SR8 2RQ.

- **Customer Service Outlet (Peterlee Town Centre)**

Castle Dene Shopping Centre, The Chare,  
Peterlee, County Durham, SR8 1BW

- **Customer Service Outlet  
(Murton Resource Centre)**

16-17 Woods Terrace, Murton,  
County Durham, SR7 9AD

*Business hours:*

Monday, Tuesday and Thursday - 8.30am until 5pm

Wednesday - 10am until 5pm

Friday - 8.30 until 4.30pm

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 **0800 032 0835**

This document is available in Braille, audio and large print on request

[www.eastdurhamhomes.co.uk](http://www.eastdurhamhomes.co.uk)

More information about East Durham Homes can be found in the Tenant Handbook