



Leaseholders handbook 2016





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Introduction

Welcome to being a leaseholder with the London Borough of Redbridge. This guide is for all leaseholders and it contains some useful and essential information about your lease and living in your home.

About this handbook

This handbook will give you a general idea of your rights and responsibilities as a leaseholder and our rights and responsibilities as the Council. This handbook covers many subjects and can only offer general information. If you have any questions that are not covered here, please contact the Home Ownership Team who will be happy to help.

Your Lease

Your lease is a complex legal document and you should not use this handbook as the only guide or interpretation of your lease, or of current law. You should not rely on the handbook in any disputes to do with your lease. In such circumstances we advise you to always seek independent and impartial advice.

Once a lease is signed it cannot be changed later other than by an Order of the Court, a Tribunal or agreement between the parties.

Under your lease the Council has a right to recover contributions from you when it:

- a) Undertakes work, which has been identified in your lease.

or

- b) Undertakes work not included in a lease five years after the lease was purchased under the right to buy scheme.

or

- c) Undertakes work, which does not require prior consultation with residents – for example, work of an emergency nature. For example, works that are urgent because they are of a health or safety nature.

Our Service Promise

We will provide you with:

- a copy of this handbook and a welcome letter for all new leaseholders
- an estimated annual service charge statement and invoice (bill) in April each year
- an actual service charge statement and invoice (bill) in September for your share of costs for the previous financial year
- a final statement of total costs for any major works done to your building, soon after work is completed
- a range of ways to pay your service charge and major works bills, including interest free monthly instalments for major works bills
- a resale pack of essential information if you want to sell your home, normally within 10 working days of receiving payment for the pack

Meeting our Service Standards

- if you feel we have not met any of our service standards, please tell us and we will investigate. If we agree that we have not delivered a service to our set standards, we will apologise and try to put things right
- we also appreciate positive comments, so if a member of staff does something particularly well, please tell us. It can make all the difference to know that we are doing well and will help us improve our service



Lease

What is a lease?

A lease is a legal agreement or contract between you and the person who owns the land and the building your home is in. The lease sets out both parties' rights and responsibilities. The lease also sets out your rights and the procedures you must follow if, for example, you want to sell (assign) your lease, alter your home, or sublet it.

Your Lease

Your lease is a type of tenancy that allows you to live in your home for a set period of time; usually this can be for a period of 99 years or 125 years, starting from when the first property in your building was sold. The set period of time is known as the lease 'term'. If you bought your home on the open market, the seller will have transferred the rights and responsibilities to you under the lease for the rest of its term.

Your lease sets out the services the Council provides and how it can recover the cost of those services through service charges.

Why you need a lease

A lease will legally protect you and the Council if there is a dispute, for example, about repairs, service charges or shared areas.

What if the terms of the lease are broken?

If we have failed to meet our obligations under the terms of your lease, please tell us and we will try to put things right.

How to get a copy of your lease

The Land Registry will provide you with a copy of your lease for a small fee.

Ground rent

As your lease is a type of tenancy, you have to pay rent for the ground your property is built on; this is known as ground rent. We normally send you an invoice for your ground rent in June every year.

Your rights and responsibilities

As a leaseholder you have the right to live peacefully in your home. In return, you must meet the obligations of your lease. These include the following:

- paying the ground rent, insurance premium and all service charges due, including your share of the costs of major repairs carried out on your building, doing all repairs that are your responsibility. This includes repairing, renewing or replacing all the fittings, fixtures and services to your home
- not making any structural alterations or additions until you have our written permission. This includes moving or removing internal walls. See the section 'alterations and improvements' for more information
- not causing a nuisance or annoyance to your neighbours. Not harassing or causing offence to others, including staff
- using your home only as a private residence
- informing us if you plan to transfer the lease or sublet your home
- keeping your home in good repair and condition
- allowing us into your home to do repairs to your home, or to other parts of the building, or to neighbouring properties, as long as we give you 48 hours' notice in writing (except in emergencies)
- allowing us into your home to do repairs to your home that are your responsibility, if you have not done them yourself within a reasonable time. We will charge you (recharge) the full cost of such work, including VAT and any administration costs
- being responsible for any water leaks and for the cost of repairing any damage caused
- not putting up a TV aerial or satellite dish outside your flat or on the building without our permission
- not displaying an estate agents' board outside your home or in a window of your home
- not using your home for running a business

- not using your home for immoral or illegal purposes

You are responsible for looking after everything that is inside your home or that relates only to your home. This includes:

- inside walls that are not part of the main structure (e.g. dividing walls) and plasterwork
- ceilings and floorboards or flooring, but not ceiling or floor joists (beams)
- decoration and general repairs to the inside of your home
- doors and doorframes (including your own entrance door to your home)
- window glass, but not window frames
- toilet, sink and bath fixtures and fittings
- tanks, pipes, plumbing, wiring and drains supplying water, gas and electricity to only your home
- individual central heating and hot water systems and radiators
- individual private garden area (if you have one)

What property do you own?

The lease plan shows the property you own, which is known as the 'demised premises'. The plan also shows where your home is in the building and whether your property includes a private or communal garden.

Usually, the space inside the roof is not included in your property, even if access to it is only through your home. The same applies to any flat roof surface on the building.

Other conditions of lease

The lease also sets out various conditions for you, your family, your visitors and any one else who lives in your home on how you and they live in and use your home. These conditions ensure that residents don't cause a nuisance to others or damage to the building. You also have other rights, such as the right to sell or sublet your home. We explain this elsewhere in the handbook.

Responsibilities not covered by your lease

There are other charges and services for your home that are not conditions of your lease but are still your responsibility. These include:

- contents insurance
- gas, water and electricity charges
- Council Tax
- garage or parking space rent, if you rent these from the Council

Our rights and responsibilities

The Council are responsible for the main structure and exterior of the building, the shared parts and any shared services to your building. These will depend on the type of property you live in, but will include:

- external walls and inside structural walls
- roof, foundations, timbers, joists (beams), chimney stacks, drains and guttering
- window frames
- common parts, including shared entrance hallways, staircases and landings
- boundary walls, fences and footpaths
- electrical and mechanical services to the building, such as entry phones and communal lighting

The Council, have the right to access your home to do inspections or repairs. We must do this at a reasonable time and give reasonable notice (48 hours' notice in writing). In an emergency we may need immediate access, and if we can't contact you we may have to force entry or get a court order allowing us access (or both).



Service Charges

What is your service charge?

Your service charge is your contribution towards the day-to-day costs of maintaining and repairing the structure, exterior and shared parts of your property. It also helps pay for things like lighting to shared areas and certain specialist services, such as grounds maintenance in communal garden areas.

Your service charge also covers administration and management costs.

Your service charge doesn't include costs for services we only provide to tenanted homes in your building, such as internal repairs and heating services. As a lease holder, you are responsible for these for your own home, including the upkeep of your garden, if you have one.

How we share the cost of services and major works

We share the cost of repairs and services to your building among all the homes in the property. According to your lease your service charges are calculated on lease fractions which are based on the number of living spaces in your home. However, we do not use this system when dividing costs for window repair or maintenance. We charge you the full costs of repairing and maintaining the windows for your home only, plus a share of costs for any communal windows which is based on lease fractions.

How we work out your service charge

Your Estimate Service Charge bill

On 1 April or soon after each year, we will send you a bill of our Service Charge Estimate. This sets out your share of our estimated costs for the coming financial year, which runs from 1 April to 31 March.

The bill will be an estimate because we can't accurately predict how much communal electricity will be used and day-to-day repairs and maintenance costs are going to be over the coming year. When you receive your Service Charge Estimate, you are required to pay your charges within 28 days of receiving the demand.

Your Actual Service Charge bill

This is a bill of your share of the actual cost of services and repairs over the last financial year. We send you these six months after the end of the financial year, at the end of September. If the estimated charge for the previous year was less than the actual charge, we will ask you to pay the amount you owe us. If the estimated charge is higher than the actual charge, then you can ask for a refund if your service charge account is in credit.

Explanation of the headings in your service charge statements

Repairs

The cost of day-to-day repairs and maintenance to your property, including the structure, exterior and communal areas.

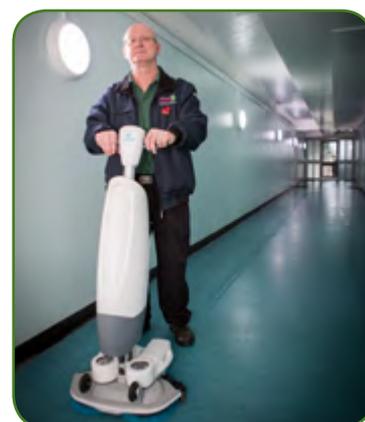
Services

The cost of caretaking, electricity, grounds maintenance, TV aerial and window cleaning are listed within your service charges.

Management Fee

The staffing costs of staff that provide leasehold services such as calculating your service charge, preparing your annual accounts, recovering service charges and dealing with enquiries from leaseholders who wish to alter or improve their homes.

It also includes a contribution towards other staffing costs, such as housing management, customer services and finance staff involved in managing the leaseholder properties and any associated office costs.



Ways to pay your charges

You can pay on line, by bank transfer direct into your service charge account, standing order and over the phone using your debit card. We can accept credit and debit card payments.

We will provide up to date details of payment options when we send you your estimated and actual yearly bills.

We will take action against leaseholders who are late paying their charges. Action will range from:

- seeking a Money Judgment in the Court
- taking legal action that may result in you losing the lease of your home, known as forfeiture (as a last resort)

If you have difficulty paying your service charge contact the Home Ownership Team.

If you have service charge arrears, you will be breaking the terms of your lease and we could take legal action. This could lead to you paying extra in legal charges, or, in extreme cases, even losing your home. We will always try to take into account your circumstances and do everything we can to keep you in your home.



Repairs

Our repair responsibilities

The Council is responsible for repairing and maintaining the main structure of the building and the common areas, and for providing services including:

- all structural walls, roofs, window frames, foundations, shared drains and external decorations
- communal services to the block, such as entry phones and communal lighting
- all internal and external communal areas of the building, such as internal decorations to communal areas and repairs to fences, footpaths and boundary walls

Your repair responsibilities

Under the terms of your lease, you are responsible for repairing and maintaining:

- internal non-structural walls, floors and ceilings
- internal decorations
- kitchen units, sanitary ware (toilets, sinks and baths) and other fixtures and fittings
- heating systems, flues, plumbing and electrics that serve only your property

Reporting repairs

To report a repair or maintenance problem for which we are responsible, you should contact us. You can contact us online by emailing mfsredbridge.repairscentre@mearsgroup.co.uk by phone or at our offices. Information about how to contact us is available on our website www.redbridge.gov.uk

When reporting repairs, please give us as much information as possible, including your contact details and how the repair can be accessed, if needed.

How quickly we will complete a repair

We give every repair we order a priority code, which tells you the longest time it should take to complete the repair.

The times for each repair type:

Emergency repairs – within 24 hours

An emergency repair is a repair that if left could endanger the health and safety of you or anyone living in your home, for example dangerous wiring in a communal hallway or a serious roof leak. Please do not report these types of repairs online.

Urgent repairs – up to seven working days

An urgent repair is a repair that is necessary to allow you to live in your home in comfort, such as a repair to prevent a roof leak.

Routine repairs – 25 to 28 working days

We will treat all other repairs as routine. General maintenance needed to communal areas would be classed as routine.

Reporting emergency repairs out of office hours

After 5pm all emergency repairs go through to our emergency call-out centre. They will take details of the emergency repair and then ask one of our appointed contractors to do what is needed to make the property safe. All other repair work needed after the property has been made safe will be dealt with within the usual timescales, listed above.

Water leaks into another property

If water leaks from your home into a neighbouring leasehold home, you will be responsible for dealing with the leak and any damage caused. This will mean getting someone to repair the leak, and claiming on your insurance for the costs.

If water leaks from your home into a neighbouring tenanted home, we will do any repair work needed to the tenanted home, but may bill you for the costs of the work needed to put right the damage caused. If we become aware of an ongoing leak from a leasehold property, we will try to contact the leaseholder and let them know what repair work needs to be done.

If the leaseholder does not do the necessary work to stop the leak, we will write to them asking them to do the repair within a certain time. If the work is still not done, we will get an order to enter and do the work ourselves. We will only do this as a last resort, but the leaseholder would have to pay the full costs (including VAT) of stopping the leak, plus any legal and administration expenses.

Emergency leaks

In an emergency when there is a serious leak, we may have to force entry to a home if we cannot contact the leaseholder. This would arise if the building and the homes below the source of the leak are being badly damaged. We will try to stop the leak and do any emergency repairs necessary. We will inform the leaseholder of what has happened and what repair work we will need to do.

Heating

Most homes now have some form of central heating. Should you wish to install or modify your own central heating you will need to obtain the Council's written permission. The Council will charge a fee, inclusive of VAT, for providing consent. Once installed, you will be responsible for the cost of any maintenance.

If your flat is heated by a communal system (block controlled) the Council will maintain that part of the system, which is outside your flat i.e. the boiler, and communal pipe work. You will be charged for the maintenance in your annual service charge account.



Anti-social behaviour

Nuisance and harassment

The term 'anti-social behaviour' includes all behaviour that causes annoyance, nuisance or disturbance to people's quality of life.

Your responsibilities as a leaseholder

You are responsible for the behaviour of everyone living in or visiting your property, including children and subtenants. You are responsible for their behaviour in the property, in shared areas and around the property. Living in flats means you will be living close to your neighbours and sharing some areas of the property. Many of the things you do may affect your neighbours.

What is harassment?

Harassment is behaviour aimed to cause distress to an individual or group of people.

Harassment can take many forms and may happen for many reasons. We believe you have the right to live in your home without harassment, violence or the threat of violence. We take very seriously any report of harassment and investigate thoroughly. We work closely with you, and in some cases, the Police, to solve the problem.

Nuisance and noise

Nuisance, including noise nuisance, is an unwelcome feature of modern life. The person causing the nuisance may be unaware of the problems they are causing. In a building, sound travels very easily from one home to another. Please be aware of this and try to minimise noise from your home. Here is some general advice about avoiding noise nuisance:

- don't lay laminate flooring in your home if you live in a flat or maisonette. Hard flooring increases noise from your home, so the noise from general living may be loud enough to disturb your neighbours
- don't play loud music, be considerate of your neighbours at all times
- don't let your visitors make a lot of noise when they are leaving your property

- don't use your washing machine or vacuum cleaner early in the morning or late at night
- tell your neighbours if you are planning a party, and be reasonable about how long it lasts

If your neighbours say you are making too much noise, listen to their complaints and respond in a reasonable way.

If you are suffering nuisance

If you are suffering nuisance, try to resolve the matter yourself first by talking to the person responsible. If this doesn't solve the problem, or you don't feel able to talk to the person responsible, contact us for help and advice. We may ask you to write to us or email us with all the details. We will only act in a dispute between neighbours if there is a clear breach of the tenancy or lease conditions.

Keeping the communal hallways clean and tidy

If you share hallways, you must arrange with your neighbours to keep them clean, including any windows unless we are cleaning the windows in your block. If you have recently moved in, ask your neighbours what arrangements are already in place.

You must not keep any of your personal belongings in a communal hallway as they may be dangerous or block the escape route if there is a fire. We will ask you to remove any belongings you have left in the hallway and if you do not, we will dispose of them.

Gardens

Many of the properties we manage have communal gardens. It is your responsibility as a leaseholder to ensure that you maintain your own garden and do not allow it to become overgrown. If you have an overgrown tree in your communal garden that needs pruning, contact us and we will arrange for someone to visit and assess what needs to be done. Please also report any plants and bushes that are growing out of control and affecting the property i.e. Japanese Knotweed.

Disposing of rubbish

Make sure you put all of your household rubbish in securely tied bags before putting them in the dustbin or refuse store, if you have one. If you don't have a refuse store, keep your bags of rubbish in a place where they won't block your neighbours' way or annoy them.

If you have your own dustbin, put it in front of your home on collection day. If you share bins with your neighbours, agree with them who will be responsible for putting them out on collection day. If you don't have a dustbin, leave your bags of rubbish in the correct place to be collected on the right day of the week.

Don't put rubbish out onto the street before collection day. If you have large items to dispose of, for example large pieces of furniture, you can arrange for the Council to remove them, you can request this via our website www.redbridge.gov.uk



Major works or improvements

What are major works or improvements?

These are large renewal, repair and maintenance jobs we do to your building that we can plan for in advance. This may include work to external brickwork, the roof, communal windows and internal decorations.

Under the terms of your lease, you must contribute towards the cost of this work as a service charge. However, you pay for it in a different way to your normal yearly service charge. We explain this later in this section.

Consulting you about major works

Legally we are required to consult you about planned major works if the cost of qualifying work to any leaseholder is more than £250. Qualifying work is repairs, maintenance, renewal or improvement work to your building.

We have to follow certain procedures for consulting you if the Council has entered into what is called a 'qualifying long term agreement' with a contractor.

How we consult you before starting major works

Our leaflet on major works and improvements sets out the process for consulting leaseholders on major works.

We will send you a Notice of Intention advising you of our plan to carry out major works. For some works you may be given an opportunity to nominate a contractor to carry out the works and to make comments on the planned works.

We will send you a Notice of Estimate which will provide you with an estimate for the costs of the major works.

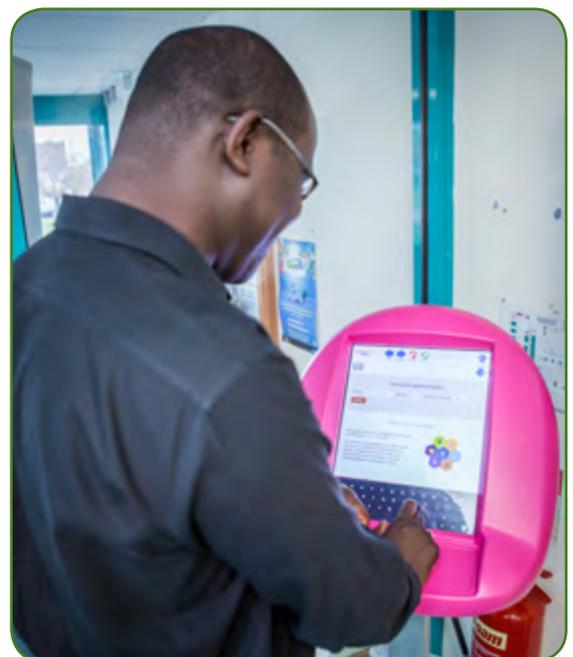
Bringing our properties up to standard

For all leasehold properties, we need to keep the structure, exterior and any communal areas in good repair. To reach this standard, we have extensive programmes of maintenance and refurbishment works for all properties.

Paying your contribution towards major works

Under the terms of your lease, you must pay your share of the cost of major works, in full, within 28 days of the work or receiving your major works bill. Because major works costs are usually high, most leaseholders would be unable to pay within 28 days. So we have arranged various payment options to help you manage your major works bill, and to help leaseholders who are struggling financially. Payment options are listed on the notice we send you about the work that will be done. For further information please contact our Home Ownership Team.

If you have purchased your property under the Right to Buy scheme during the first five years of your lease, your liability to pay for repairs and renewals is limited to the amounts listed in the Council's letter of offer and specified in the Tenth and Eleventh Schedules of your lease. Similarly, your liability to pay improvement contributions is limited to the items specified in the Council's letter of offer and in the Eleventh Schedule of your lease.



Alterations and improvements to your home

Consents

The Council does charge a fee, inclusive of VAT, for providing consent.

Your lease sets out certain areas where you must first obtain the Council's permission before taking any action. The most important of these is when you want to carry out work affecting the fabric of the flat such as an alteration of the internal layout.

Replacement of window frames or flat entrance doors by leaseholders also require the Council's prior consent. You must first put your request in writing to the Council with your plans and specifications from the company who will manufacture and install the windows or doors. Your plans will be considered by our technical team who will need to satisfy themselves that the proposal meets the Council's requirements.

Both the Health and Safety aspects and the general design of the windows proposed are considered at this stage. The Council must ensure that any windows installed will not detract from the overall appearance of the block in question.

Where permission is granted and the installation takes place, the windows, window frames and doors will then become the responsibility of the leaseholder.

If you wish to apply for permission to install a replacement front door it will have to have a full 30 minute fire resistance in accordance with the Building Regulations 1995. This regulation applies to all parts of the door and frame. A fireproof letterbox should also be fitted along with a slow door closer.

Getting permission

Under the terms of your lease, you need to get our written permission before making any structural alterations or additions to your home. Examples of work you need permission for include:

- replacing your windows
- building an extension or conservatory
- altering the internal layout of your home

You need to get our permission for any work that will alter the structure or layout of your home, even if the work will not affect the main structure of the property, such as removing an inside wall. Once we have received details of what you want to do, we will decide whether or not to give permission.

When you need permission to alter

Changing the structure or layout of your home

- For all structural work, such as building an extension, converting a loft or renewing windows
- If you intend to alter the internal layout of your home. This would include removing any structural walls; also if you want to block up an opening or create a new one. You may need one to remove a non-structural inside wall. If you intend to remove any wall in your home, you must first inform us and we may ask you to send us your structural engineer's report

Changing the use of a room

The Council does not normally allow residents to change the use of a room, for example using a bedroom as a living room. This is because most flats have a similar layout; bedrooms are above bedrooms and living rooms are above living rooms, which helps minimise noise nuisance. Having a living room above a bedroom may create a noise nuisance for neighbours.

However, the use of a room may be changed if:

- it can be proved that there is a complimentary layout in the flat below
- the proposed work is in a maisonette and the proposed change is on the second floor so will only affect the maisonette



When you do not need permission to Alter

You do not need permission to alter for general internal decoration, renewal or replacement work. But you will need our written permission for work that may create a nuisance to neighbours, such as replacing existing flooring with wood, stone or ceramic tiles, which can create a noise nuisance. You may be asked to sign an undertaking to say that if your alteration later causes antisocial behaviour or nuisance, you consent to agree to put the area back to its original condition.

Doing work without the required permissions

If you do work without getting the required permissions, you will be breaking the conditions of your lease. You may also be breaking Planning and Building Control regulations. If this happens, we may:

- order you to return your home to the condition it was in before you did the work, or
- take court action against you

You would have to pay all the legal and building costs involved.



Other permissions

Other permissions you may need to apply for

As well as getting our permission, you may also need to get planning permission or approval from Building Control, including a Building Notice, or both. Before applying for our permission, we recommend you contact the Planning Department and Building Control, because getting their permission can take much longer. If you wish, you can apply for permission from us, the Planning Department and Building Control at the same time.

When we cannot process your application for permission

We cannot process an application for permission if you owe service charges. If this applies to you, you will need to contact the Home Ownership Team to discuss clearing your arrears first.

Extensions, conservatories and lofts

If you want to build an extension, put up a conservatory or convert a loft space, you need to check that you own the space you want to alter. For example, if the garden is shared, you will not be allowed to build an extension over it. The loft is not usually included in the ownership of an individual flat, even if it seems that only you have access to it. In this case, you would need to ask us if you can buy the loft space. If you are unsure whether you own the space you want to alter, your lease plans will show exactly what you own. If you don't have a copy of your lease, contact the Land Registry.



Selling and subletting your home

Repaying your discount when selling your home

If you sell within five years of buying your property under the Right to Buy scheme, you will be required to repay part of your discount. You may be required to pay this in quantities of thirds if you sell within three years or on the following basis:

- within one year, you must repay all of the discount
- in the second year, you must repay four fifths of the discount
- in the third year, you must repay three fifths of the discount
- in the fourth year, you must repay two fifths of the discount
- in the fifth year, you must repay one fifth of the discount
- after five years, you will not need to repay any discount

If you sell within five years of buying your home, the amount of discount you must repay will be based on the resale value of your home, regardless of the value of any improvements made to it.

If before you buy your home or within the discount repayment period you agree to transfer your property to someone else in the future, you will have to repay the appropriate amount of your discount.

You do not have to repay your discount in the first three or five years after

buying it if:

- you sell the property to your husband or wife as part of a divorce settlement ruled by a court, or
- you sell as a result of a Compulsory Purchase Order from the Council

Landlord's Right of First Refusal

Normally, leaseholders who wish to sell their homes within 10 years of purchase are required to first offer to sell their home back to their former landlord or to

another social landlord at full market value. The market value must be agreed between the leaseholder and the landlord. If the value can't be agreed, the District Valuer will decide (the cost of the Valuation will be paid by the Government). If the former landlord or another social landlord does not accept the offer within eight weeks, the leaseholder is then free to sell their property on the open market.

You can read more about selling your home and repaying discounts from the Government's 'Your Right to Buy Your Home' booklet, available on the Department for Communities and Local Government website.

Selling your home

You must ensure that your purchaser is aware of the conditions in the lease and all matters affecting the property that you have become aware of during your ownership.

It is important therefore to keep all consultation papers, service charge invoices and miscellaneous correspondence concerning the management and maintenance of the property in a safe place. If you fail to divulge information that you are aware of to a prospective purchaser, you may be liable under the terms of your sale contract.

During the course of the sale, your purchaser's solicitor is likely to require a great deal of information relating to the property and in particular the financial position of possible works in progress and your current liabilities. The Council will not enter into any correspondence in these circumstances with anyone other than you or your solicitor, unless you authorise us to do so. We strongly recommend you ask us for a sellers pack. The sellers pack contains essential information about the property that your buyer will want to know, including:

- the last three years' service charge statements
- money owing for service charges and major works
- buildings insurance
- planned future major works
- current major works that we have not yet billed you for

We can give the sellers pack to the solicitor acting on your behalf, the fee for this can be found in our fees and charges document which can be found on our website www.redbridge.gov.uk. Your solicitor should write to us asking for a pack, enclosing the fee. Once we have received the request and fee, we will post the pack to your solicitor, normally within 10 working days.

We recommend that your solicitor asks for the sellers pack as early as possible to avoid any unnecessary delays.

The solicitors will be responsible for agreeing how any unpaid charges are dealt with as part of the sale – we cannot get involved. Sometimes, solicitors will want to hold back some money if:

- estimated charges are included in the balance on the account, or
- major works have been done but we have not yet billed you for them

This is known as retention. Again, the solicitors must make such arrangements.

After the sale is complete

We need to update our records once a sale is complete and there is a set procedure for this. The new owners' solicitor must send a Notice of Assignment to the Council's Legal Department, plus the correct fees. This is a condition of the lease and notices must be sent within a month of the sale completing.

We can only update our records to show the names of the new owners if the Legal Department has received and acknowledged the notices. We cannot change our records without this, even if, for example, the new owners have already notified another department of the Council, such as the Council Tax.

When you are away from your home

If you are away from your home for a long period, you should:

- ensure your home is secure
- continue to pay your service charges
- notify the Home Ownership Team of your absence in case there is an emergency
- you should also read your insurance booklet if you plan any long absences as the cover may change

Your rights and responsibilities

As a leaseholder, you have the right to sublet your property. However, before you sublet, you must register the subletting with us. You will need to send the following information to the Home Ownership Team:

- a signed subletting form
- a certified copy of the tenancy agreement
- your new address
- the names of your tenants and a contact number
- a registration fee, details of our fees and charges can be found at www.redbridge.gov.uk
- a gas safety certificate (CP12)
- an energy performance certificate

You must pay a registration fee before you sublet. Even though you are not living in the property, you are still responsible for making sure your tenants keep to the conditions of the lease. If your tenants break the conditions of the lease, you will be responsible. We cannot get involved in any problems you get by subletting your home.

We recommend that your tenancy agreement with your tenants covers all the obligations in your lease.

Subletting may alter the terms and conditions of your buildings insurance so you must tell us and the insurance company. Failure to advise the Council and/or insurance company may result in your buildings insurance becoming invalid or could affect any subsequent insurance claim

Who you will need to inform

- If the original lease on your property is dated from August 1996, you are required to inform the Council within a month of any sub-letting that takes place
- If you have a mortgage you must obtain prior permission from your lender

Subletting and gas safety

If you sublet your home, you are responsible as a landlord for complying with the Gas Safety (Installation and Use) Regulations 1998. This means you are legally responsible for making sure your gas appliances, pipe work and flues are safe and well maintained. You must also arrange for an annual gas safety check by a Gas Safe registered gas engineer and ensure your tenant is given a copy of the annual gas safety check record (Form CP12). If you don't comply with these regulations, you may be prosecuted, resulting in a large fine or even imprisonment.

Even if you don't sublet your home, we strongly advise you to have regular annual gas safety checks done by a CORGI registered engineer.

Gas

If you smell gas or suspect there is a gas escape you should immediately do the following: Open all doors and windows. Shut off the gas supply at the meter control valve (if you know where it is). If gas continues to escape call Transco on the Gas Emergency Free phone Number 0800 111 999

In the case of suspected carbon monoxide leakage, follow the above procedure, except if you are able to identify the specific appliance at fault. In this case you should consult a Gas Safe Register installer to investigate and make repairs.



Buying the freehold or extending your lease

Buying the freehold of your building

The freehold of a property is the right to live in it for ever. A group of leaseholders may have the right to buy the freehold of their building. This is known as enfranchisement. They may want to do this to give them more control over the way their building is managed and maintained.

To buy the freehold of your building, the building must qualify. To qualify, there must be two or more flats in the building, and at least two thirds of all the flats in the building must be owned by 'qualifying tenants'. A qualifying tenant is someone who owns a long lease (a lease of 10 years or more). If your lease was originally granted under the 'Right to Buy' legislation, you will be a qualifying tenant. It doesn't matter if you were the original buyer or not.

Examples

If there are only two flats in the building, both must be owned by qualifying tenants.

If there are four flats in the building, at least three must be owned by qualifying tenants.

You cannot be a qualifying tenant if you own more than two of the flats in the building or if you have sublet your flat on a long lease (over 21 years).

Buying the freehold of a building is a complicated process, so we recommend you talk to the other residents in your building and get independent advice before you decide to go ahead. For further information, contact the Home Ownership Team.



Extending your lease

Why extend your lease?

Most leases run for 99 years or 125 years from the date the first flat in the building was sold. At the end of the lease term, your flat will return to the ownership of the landlord, Redbridge Council.

As the number of years left on the lease decreases, this may eventually affect its value, but this only happens when there are very few years left. Although we can give you general advice about extending your lease, we cannot tell you how much you may have to pay for it. To find out, you should get a valuation done.

Who can apply to extend their lease?

If you have owned your flat for at least two years, you have the right to buy a new lease on top of the number of years left on your existing lease. Your extended lease will have the same conditions as your old one.

Is it worth extending your lease?

You will have to pay the Council for extending your lease, so you will need to consider whether it is going to be worthwhile. You must suggest to the Council the price you think you should pay (after getting a valuation). You will have to pay the Council's costs as well as your own legal and valuation costs.



Buying extra land and loft spaces

We will consider all requests to buy extra land or other unused areas that are not shared or owned by anyone else.

For example, if you are interested in doing a loft conversion and the loft space doesn't belong to you, you will need to buy that space. We class this as buying extra land. If you are thinking about a loft conversion, you will need to get our written permission to do the work, so we suggest you do this first, before going ahead with buying the land (see 'Alterations and improvements to your home').

You will have to pay your solicitor's fees and the Land Registry fees.

Areas you cannot buy

There are some areas of land we usually cannot sell. These include:

- garages in a separate block
- loft spaces with shared water tanks or other communal services

The Council also does not allow leaseholders to buy communal areas such as internal stairs and communal or tenanted gardens.

Owning the land – your Supplemental Lease

When you buy the land, the Council's Legal Department will need to prepare a new lease for it, called a Supplemental Lease. The Supplemental Lease sits alongside your existing lease and shows the extra area you have bought.



Buildings insurance

What buildings insurance covers?

In accordance with your lease, the Council arrange the buildings insurance cover by way of a blanket policy which protects all leasehold properties, including cover for full rebuilding costs. Under the terms of your lease, we are responsible for arranging buildings insurance cover, so you cannot arrange your own independent cover.

What our buildings insurance covers

Under our insurance policy, all homes we manage have a 'total insured value', which meets the full cost of rebuilding the properties we manage. We adjust our buildings insurance every year to make sure it keeps pace with rebuilding costs.

Buildings insurance covers the communal parts of the building, including the structure and exterior and any services and installations in the building. Fixtures and fittings in your property are also covered. Fixtures and fittings are anything you would not be able to take with you when you move. Examples are:

- floorboards
- bathroom and kitchen fittings
- fitted wardrobes
- decorations
- doors
- plaster on the walls and ceilings in your flat

Buildings insurance also covers accidental damage caused by leaseholders or tenants in your building i.e. letting a bath/shower overflow. The policy also covers damage caused by unforeseen events, for example:

- fire
- lightning
- explosion
- flood
- burst pipes or tanks
- subsidence
- storm
- theft or malicious damage (or both)

Please read your insurance booklet which gives you more detailed information about your cover. You can request a copy from the insurance provider. The policy does not cover general wear and tear, mechanical or electrical breakdown, day-to-day maintenance or planned refurbishment works, which are all treated as normal repairs.

Insuring your belongings – contents insurance

The buildings insurance policies do not cover damage to the contents of your home, whatever the cause of the damage. You will need to insure your belongings and decorations. Please also inform your insurers that you will need cover for your own front entrance door, which, under the terms of your lease, you are responsible for repairing or renewing. The buildings insurance policies cover communal doors to your building.

Insurance if you have just bought under the Right to Buy

If you have just bought your home, under the Right to Buy scheme, you will receive an invoice for buildings insurance and will be insured from the date the sale completed until the end of the insured term.

What to do if you need to make a claim under your building insurance

If you need to make a claim, first check that the loss or damage is covered. Each year you will receive a Statement of Cover with your buildings insurance invoice. The Statement of Cover shows what is covered and any conditions that might apply.

You can make a claim by calling the insurance provider on the number provided in your insurance documentation. If you are claiming for theft, attempted theft or malicious damage you must advise the Police of the incident and provide the crime reference number to the insurers. You should talk to the insurers about arranging emergency repairs and ask them what you will need to make a claim.

Getting involved

We think our residents are the best people to tell us how we're doing and to help us improve our services. There are several ways you can get involved. You can: join the Leaseholder Forum, complete satisfaction surveys for repairs and refurbishment work, and get involved in focus group meetings on subjects that interest you or just contact us to give us your views, ideas and suggestions.

The Leaseholder Forum is an independent group of Council leaseholders that meet quarterly to discuss the concerns and interests of leaseholders.

The minutes of all Leaseholder Forum meetings can be found on the Council's website, visit www.redbridge.gov.uk go to 'Getting Involved' and click 'Minutes of Residents Meetings' then click on 'Leaseholder Forum'.

Further information can be found on www.redbridge.gov.uk

Garages

If you buy a garage you will be responsible for its repair in accordance with the terms of the garage lease. The Council is responsible for the exterior structure of the garage and the lessee is responsible for the inside, the door and the doorframe.

Useful tips

Here are some dos and don'ts which provide a quick and easy guide to getting the most from your home.

Do

- let us know as soon as you have a query or problem
- respond to consultation letters concerning major works if you wish to comment on the proposals
- consult your lease and observe its provisions
- contact your lender if you encounter repayment difficulties
- pay your accounts promptly or contact us if you need to make special arrangements
- allow access for Council operatives or their representatives where appropriate notice is given, (except in emergencies) to carry out repairs, renewals and major works
- ask for permission before you obtain any pets
- ask for permission before you place any window boxes or plants on any windowsills or balconies
- ask for permission before you erect any structures including sheds, garages, and pigeon lofts
- ask for permission before you erect or give permission to erect any external radio or television aerial, satellite dish or other apparatus or make any attachment to the property/building without prior written approval



Don't

- wait for your service charge or major works account before bringing to our attention any problem that you might have
- obstruct access ways, footpaths and grass verges
- let your pet foul or cause annoyance or nuisance to your neighbours, the block or the estate
- let any members of your household, visitors and sub-lessees cause a nuisance or annoyance, or harass any resident in the block or on the estate. You will be held accountable if the conduct of any individual who breaches the terms of your lease
- play loud music that can be heard, in another flat at any time. Noise carries more easily in blocks of flats and you are therefore asked to be considerate to your neighbours
- throw refuse or permit refuse to be thrown from windows, balconies or doors of the flat. Only kitchen waste and small domestic items may be left out for collection and all rubbish should be properly wrapped and bagged up before disposing in the dustbins
- hang washing, mats or rugs from any windows, landing, balconies, stairs and stairwells or roof of the property or block
- place or paint on any part of the property including windows or any external part of the flat, property or estate any trade, professional or business notice or advertisement
- Store items in communal areas including stairs, under stairs, landings and entrances. Passageways must be kept clear of obstructions at all times. Gardens and grounds must not be used for personal storage. You must not keep mopeds, motorcycles or motor scooters in your home or in any inside communal areas. You must not store bottled gas, petrol, paraffin or any other flammable or dangerous substance in your home or any communal space, including inside storage sheds or cupboards. You are not allowed to use paraffin or bottled gas heaters in your home
- feed wild birds as this encourages pigeons, rats and other vermin

- park a vehicle anywhere but in a designated parking area. You must not park a caravan or mobile homes on any part of your estate without first having gained written permission. You must not carry out major vehicle repairs or park un-roadworthy vehicles on estate roads, car parks or council land. You must not park Lorries or other large vehicles on estate roads or car parks, or abandon vehicles on estates. All vehicles must display a valid tax disc
- run a business from your home or carry out any kind of trade from your home

Ball games are not permitted in residential areas or in enclosed spaces.

Getting more advice about this handbook

If you want more advice on any of the subjects in this handbook, visit our website www.redbridge.gov.uk

Independent advice

For independent advice, contact the Leasehold Advisory Service (LEASE), an independent agency funded by the Government.

Government information leaflets

The government department responsible for housing and leasehold matters is the Department of Communities and Local Government (DCLG). It produces a lot of useful information for leaseholders, including leaflets that you can get by downloading them from its website, www.dclg.gov.uk or by writing to the DCLG.



Contact details

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Home Ownership Team
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Wood Green,
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Email: home.ownership@redbridge.gov.uk



