

The Leaseholders' Handbook  
Important information for leaseholders and  
anyone  
thinking of buying a Gloucester City Homes  
leasehold flat

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If you would like any part of this document explained, translated or provided in another format such as large print, audio or Braille, please contact our Customer Services Team on 0800 408 2000.

Urdu

یہ دستاویز اگر آپ کو کسی دیگر زبان یا دیگر شکل میں درکار ہو، یا اگر آپ کو ترجمان کی خدمات چاہئیں تو برائے مہربانی ہم سے رابطہ کیجئے۔

Gujarati

જો તમને આ દસ્તાવેજ બીજી ભાષા અથવા રચનામાં જોઈતો હોય, અથવા જો તમને ઇન્ટરપ્રિટરની સેવાઓ જોઈતી હોય તો, કૃપા કરી અમારો સંપર્ક સાધો.

Chinese

本文件可以翻译为另一语文版本，或制作成另一格式，如有此需要，或需要传译员的协助，请与我们联系。

Bengali

যদি আপনি এই ডকুমেন্ট অন্য ভাষায় বা ফরমেটে চান অথবা যদি আপনার একজন ইন্টারপ্রেটারের প্রয়োজন হয়, তাহলে দয়া করে আমাদের সাথে যোগাযোগ করুন।

(Translation reads: If you would like this document in another language or format or require the services of a translator, please contact us.)

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## **1. ABOUT THIS HANDBOOK**

This handbook gives a guide to our services for leaseholders, whether you have bought your home under the Right-to-Buy scheme or on the open market. It describes your rights and responsibilities as a leaseholder and our responsibilities as your landlord.

The handbook is a guide not a legal document, so if you have a legal question you will need to refer to your lease and seek your own independent advice through a solicitor or advice agency. But if you would like more information about a particular subject, please contact us.

At the end of the handbook, there is a list of useful telephone numbers and addresses for council and other local services. If you need more information please call 01452 424344 or look at our website [www.gch.co.uk](http://www.gch.co.uk)

## **2. RIGHTS AND RESPONSIBILITIES**

Some of your rights and responsibilities are described in your lease agreement and some are granted by law (Acts of Parliament).

### **Your rights as a leaseholder**

#### **About your lease**

- The lease is a contract between you and Gloucester City Homes. It gives you and your successors the right of possession of your flat for a long period, provided you keep to the terms of the lease. When we sell a flat the length of the lease will depend on whether we have sold any other flats in the same block. If this is the first flat, the lease will be for 125 years, but if other flats have been sold your lease will end on the same date as the others.
- The lease document sets out these terms and conditions. You should get a solicitor to look at it and explain what it says when you buy the flat, and ask to keep a copy.
- The lease is a legal document. Keep it in a safe place. If you have a mortgage, then your lender will keep the original lease. If you need a copy, you may be able to get one from your lender although they may make a charge.

#### **The law**

Several laws protect your rights as a leaseholder. If you are not sure of your rights, a solicitor can advise you or you can contact the Citizens Advice Bureau (see the list of useful contacts at the end of this booklet). The main laws on leasehold tenancies are the:

- Housing Act 1985
- Landlord and Tenant Acts 1985 and 1987
- Housing and Planning Act 1986
- Leasehold Reform, Housing and Urban Development Act 1993
- Housing Act 1996
- Commonhold and Leasehold Reform Act 2002.

From time to time more regulations are made under these laws. You should be able to see copies of these laws and regulations at the main public library and some may also be available on the internet.

### **Repairs and maintenance**

You have the right to ask your landlord to keep the 'common parts' of your block in a reasonable state of repair. You also have the right to be consulted about major repairs for which you will have to pay a share.

### **Making alterations**

You have the right to make alterations to the inside of your flat provided you first obtain our written permission. Generally, Gloucester City Homes will not give permission for any external or internal alterations to the structure, walls, timbers or elevations (faces or sides of the building) or the removal of any main walls, timbers, floors or ceilings. You may also need planning permission or building regulations approval, or both.

### **Management**

You have the right to expect your landlord to deal with problems in your block, such as neighbour nuisance and to manage the communal areas.

### **'Quiet enjoyment'**

Under the law you have the right to the 'quiet enjoyment' of your home. This means you have the right to live peacefully in your flat without interference from your neighbours or the landlord, as long as you keep to the conditions of your lease.

### **Selling your flat**

You have the right to sell your flat to anyone you want to, but you must be aware that if you bought it at a discount under the Right to Buy, you may be asked to repay a proportion of the discount if you sell within five years of purchasing.

You or your solicitor must tell us within one calendar month if the ownership of the flat passes to someone else.

### **Lodgers and sub-tenants**

You have the right to take in lodgers, but you should make sure your home does not become overcrowded. If you rent your whole or part of your flat to someone else you should check your lease, as you may have to get your sub-tenant to enter into an agreement with the Council. In any event, you will be directly responsible for ensuring that your tenant doesn't break the terms of the lease, for example by causing nuisance.

## **Your responsibilities as a leaseholder**

### **The responsibilities of ownership**

As a leaseholder, you effectively become a 'shareholder' in the block you live in. This means you have a responsibility to pay your share of the costs of managing and maintaining your block. Your landlord has a legal duty to charge you your share of the costs and you have a legal duty to pay them.

### **Living with your neighbours**

Living in a flat can be difficult. You may have people above or below you, and you may have to share landings and other areas. You have a right to the 'quiet enjoyment' of your flat and your neighbours have the same right. We will try to deal with people who cause a nuisance to you, but equally you must not cause a nuisance to them. Tenants (and leaseholders) who cause serious harassment to their neighbours can lose their home.

### **Service charges**

You must pay your share of the costs of managing and maintaining your block. This is a legal duty set out in your lease. If you do not pay your share, you are breaking your lease agreement and we could apply to the First Tier Tribunal to argue that the service charges are fair. If the tribunal agrees, then we have the right to ask the courts to have your lease 'forfeited'. In these circumstances you could lose your home.

We will always be fair about service charges. We will explain how they are calculated and you can challenge any charges you do not agree with. If you have financial problems, we may be able to give you a loan or make other arrangements to help you pay your service charges.

As a homeowner, you are also responsible for the cost of running your own home, e.g. gas, electricity, water rates, Council Tax.

## **Our rights as landlord**

### **Management and maintenance**

We have the right to make decisions about:

- the management of your block;
- repairs to and maintenance of the structure and shared areas of the block;
- improvements to the block.

We will consult you about changes in management and about major repairs and improvements.

### **Charges**

We have the right to charge you for:

- ground rent;
- management costs;
- repairs to and maintenance of shared areas;
- buildings insurance;
- improvements to the block;
- any other charges relating to the performance of our duties as landlord.

### **Right of entry in emergencies**

We have the right, in some circumstances, to enter your property without notice to carry out repairs if there is a serious risk of damage to the property or it could otherwise be a danger to other residents. Examples would be if you removed a structural wall or if damage were occurring to other properties in the block (for example, if a leak in your plumbing was flooding the flats below).

### **Our responsibilities as landlord**

#### **Repairs and maintenance**

We are responsible for keeping the structure and shared areas of the block in reasonable repair. We are also responsible for keeping the communal areas reasonably clean and well lit and for maintaining the communal grounds outside.

#### **Consultation**

By law we have to consult you about any repairs to your block that are likely to cost more than £250 to any one leaseholder. We have to get at least two estimates for the work and give you at least one month to comment before we order the work (except in an emergency, such as roof damage). We also have to consult you when we plan to enter into a long-term agreement that will cost more than £100 each year to any leaseholder.

#### **Charges**

We have the right to collect from leaseholders their share of the costs of managing and maintaining their block. This includes common areas and facilities available to all residents in the block, e.g. lift maintenance, communal aerials etc.

The following sections of this booklet tell you in more detail about the services you are entitled to and your rights and responsibilities as a leaseholder.

### **3. REPAIRS AND MAINTENANCE**

#### **Who is responsible for repairs?**

We are responsible for keeping the 'common parts' of your block in reasonable repair. This means we will look after the structure of the building and the landings and hallways (including lighting, controlled door-entry systems, lifts, communal aerials and so on).

Repairs and maintenance we are responsible for include:

#### **Structure**

- roofs, drains, gutters and pipes on the outside of your home
- outside entrance doors (but not the front doors of individual flats)
- window frames and sills (not including glass)
- outside paint work
- paths and steps (back and front)
- boundary fences (except where you or a neighbouring owner are responsible)
- chimneys and chimney stacks
- stairs and landings
- garages and outbuildings, including drying areas
- foundations
- external and internal walls (but not the plaster)
- timbers

#### **Installations, fixtures and fittings**

- lifts
- communal heating systems
- shared water pipes, water tanks, gas pipes and electrical wiring
- light fittings in shared areas
- controlled door-entry systems
- decorations in shared areas

#### **Maintenance**

- keeping communal areas reasonably clean (where it is not the leaseholder's responsibility)
- maintaining and checking the landlord's electrical and lighting supplies
- keeping the communal gardens reasonably clean and tidy.

#### **Repairs and maintenance you are responsible for include:**

- all repairs to the inside of your flat, including your front door and glass in your windows;
- all fixtures and fittings and the replacement of any that are beyond repair, except any communal heating systems;
- any damage to the common parts and services caused by you, members of your household, or your visitors;
- keeping your flat clean and tidy
- keeping the communal areas reasonably clean and tidy (except where it is our responsibility as landlord);
- decorating every 5-7 years, including all wood and ironwork;
- keeping your private garden (if you have one) neat and tidy.

### **How to report a repair which is our responsibility**

There are several ways you can report a repair that is our responsibility:

- You can phone our Customer Services Team on 01452 424344
- You can write to us at Gloucester City Homes, Railway House, Bruton Way, Gloucester, GL1 1DG
- You can call in at our office
- You can fill in the online form at [www.gch.co.uk](http://www.gch.co.uk)
- You can use the repairs app on GCHTV

### **What happens when you report a repair?**

We will ask you for:

- your name and address;
- as much detail as you can give about the problem and the repair that is needed.

### **Damage to communal areas caused by vandalism / criminal damage**

Our staff are often on the estates and in blocks of flats, but may not be told about or notice incidents of vandalism or criminal damage, so we rely on residents to keep us informed when this happens.

If damage is caused to the property as a result of vandalism or criminal damage, we may be able to claim under the buildings insurance policy which we hold on your behalf. This means that we might save you the cost of the repair, if the insurance claim is met. To do this, we need a crime number from the police, so if you discover this type of damage, please report it to the police on the non-emergency line 101. They probably won't attend but you will get a crime number from them.

Report the repair as outlined above, but be sure to include details of the crime number when you do so.

If you are unsure of what to do, contact the Leasehold Manager, who will log the repair and report the crime, if it is appropriate to do so.

### **When will the job be done?**

We give all repairs a priority rating depending on how urgent they are. We will give you an appointment date when you report the repair. We will always try to do your repair within the target date, but sometimes this is difficult because of things beyond our control. This could be because we have had to order spare parts to do the repair or use an expert to do the work.

### **Making sure you get a good service**

Remember that the cost of repairs will normally be shared between you, Gloucester City Homes and other leaseholders in your block. It is important that we all get value for money from the repairs service. If the job is not done properly, or is not done within time, please let us know by contacting the Leasehold Manager.



## **Repairs to your own flat**

You are responsible for repairs to the inside of your flat (except to any communal heating system), including your front door and the glass in your windows. You should carry out your own repairs or arrange for someone to do them for you.

If you, or someone you have employed, are carrying out repairs inside your flat, you must make sure that these are done competently and to a reasonable standard and that shared services and the structure of the block are not damaged. You will be liable for any damage to the property and you will have to pay to have it put right. If you are unsure about your ability to do the work, you should employ a suitably qualified tradesperson. If you are in any doubt about work you intend to carry out, contact the Leasehold Manager on 01452 833151 and explain. They will decide if they need to inspect. You must stop doing work we tell you not to do.

You must not do repairs on landings, stairways and other shared areas. You would not be covered by our insurance if you had an accident or caused damage. If you, your visitors or members of your household damage shared areas, you will have to pay for the repairs.

## **Gas servicing**

Under the conditions of your lease, you are responsible for keeping any appliances in your home in a safe condition. This is so that they do not present an increased safety risk or danger to the flat or any of the people who live in it, or any other flats in the building.

### **What do I have to do to make sure my gas appliances are safe?**

You must have your gas appliances serviced every year by a recognised gas safety engineer. If you do not do this, you may be breaking the conditions of the lease. We may ask you for evidence that you have had a safety check or service in the last 12 months.

## **Energy efficiency**

Saving energy concerns us all. We are affected by the cost of our fuel and the need to look after the environment. Some of us need to keep warm for health reasons. For others, condensation causing damp in the home can be an issue. If you would like more information about saving energy, keeping warm, free grants or the other schemes that are available, please contact Warm and Well on 0800 512012.

## **Doing your own alterations**

As a leaseholder you have the right to improve your home, but you must first get our written permission. This is because, as landlord, we have an investment in the block and a responsibility to the other tenants and leaseholders. We will only refuse permission if we have a good reason. You may also need to get planning permission and building consent before starting work.

We do not need to know about minor work such as decorating, but we do need to know about any alterations that affect the structure, walls, windows, floors, ceilings, doorframes, plumbing, and electrical services

**The outside window frames belong to the landlord. You must not replace your windows unless we have given you permission in writing. This is to ensure all the windows match.**

### **What sort of alterations do I need permission for?**

- Any addition or change to the structure or services in your home, including fixtures and fittings, such as heating, kitchen units and bathroom replacement.
- Aerials or satellite dishes.
- Outside decoration (the type of paint may need approving so that it's compatible with paints we may use in future).
- Window and door replacements.

### **How do I get permission?**

Write to the Leasehold Manager, Gloucester City Homes, Railway House, Bruton Way, Gloucester GL1 1DG. You will need to say exactly what you want to do and include a drawing or plan. Before we can decide, a building surveyor may need to visit your home to see what you intend to do.

We will give you an answer within seven days of receiving your request or one month if we need more information. If we refuse permission, we will tell you why. You then have the right to a review.

To ask for a review you should write to the Director of Property Services, Gloucester City Homes, Railway House, Bruton Way, Gloucester GL1 1DG within four weeks of being informed of the decision. We will review the case and inform you in writing of the outcome. If permission is still not granted, we will tell you why.

If you are unhappy with the decision, you may take the matter to arbitration. You should get independent legal advice before doing this and you would have to pay part of the costs.

**If we refuse permission it will be for a good reason. If you go ahead with work after we have refused permission, you will be breaking the terms of your lease.**

The permission we give you to go ahead with work is not the same as planning permission. You are responsible for getting any necessary planning permission or building regulations approval. We will normally make it a condition that you do this when we give you permission for the work.

**If you do something without permission, we have the right to put things back as they were and charge you for it.**

### **Grants you can get for improvements**

Sometimes you may get financial help from the Council towards the cost of home improvements or facilities for the disabled. Usually this is for people who are on a low income.

For more information please contact the Public Protection Team at Gloucester City Council, Herbert Warehouse, The Docks, Gloucester, GL1 2EQ. You should also refer to the requirements for carrying out improvements outlined above.

## 4. SERVICE CHARGES

### Why do I have to pay service charges?

When you bought your lease, in effect you became a 'shareholder' in the building your flat is in. This means you have a responsibility to pay your share of the costs of maintaining and managing the building. If you owned a freehold house, you would have to pay all the costs of managing and maintaining your house. As a leaseholder you share those costs with your landlord and other leaseholders. If you have not owned a home before, the cost of running it can come as a shock.

As your landlord we have a duty to maintain the building and charge you your share of the cost. We also have to pay our share. The costs are shared among all the flats in the block (unless a cost belongs only to one flat or to part of a block) using a formula based on rateable values. Although rates are no longer charged, rateable value is a useful method of splitting the charges. Under the lease this is the method we must use. This means someone in a big flat will pay more than someone who lives in a small flat.

We try to bear in mind that some of our costs have to be shared by you and other leaseholders. Some leaseholders would rather we did not spend any money at all. But if we did this we would not be doing our duty to our tenants, and your investment in your home would suffer. Because we maintain nearly 5,000 homes we get 'economy of scale' on our repairs contract and we have a team of surveyors and architects to look after your home. Government regulations and our own rules covering contracts make sure our contractors give value for money.

### How your charges are made up

Your service charges mainly cover the following costs:

#### **Repairs, maintenance and improvements**

- repairs and maintenance to your block (for example, painting, repairs to the roof or stairway lighting, lifts, fire alarms, door entry systems, window replacements)
- improvement work on the block or on your flat (for example, new controlled door-entry system, lifts)

#### **Day-to-day estate services**

- communal cleaning
- television aerial rental/repairs
- grounds maintenance for shared garden areas on your estate
- insuring the building
- communal lighting and electricity
- district heating
- management fee.

These costs will be listed on your service charges invoice. Normally you will get one invoice for service charges and one for insurance every year, but sometimes (such as where repair or improvement work has been carried out only on your flat, or you are being charged for damage you have done) you may get a special invoice.

Costs are shared as follows:

- Costs that apply to the whole block (such as repairs, improvements and grounds maintenance) are shared between all council and leasehold flats in the block.
- Costs that apply only to one flat (such as a special improvement or a charge for damage) are charged just to that flat.
- Management costs are shared between all the council's leasehold flats (around 280 of them) according to a formula that takes account of the amount of work we have to put into managing each type of block.
- Insurance costs are shared between all council and leasehold flats, based on sums insured. We go to a lot of trouble to make sure you are only charged for costs that belong to the block you live in. You do not have to pay for anyone else's home.

### **Estate services explained in detail**

Your lease agreement will explain what services we can provide and charge for. These services are summarised below. Some, such as insurance and maintenance, are explained in more detail elsewhere in this handbook.

### **Communal cleaning**

We provide a cleaning service to most blocks of flats. We clean the communal areas once a week and the windows twice a year. The costs of this service are shared in proportion to the property's rateable value compared with the block's rateable value.

### **Grounds maintenance**

For blocks of flats we usually arrange to maintain the communal gardens to ensure that they are clean and attractive. This will include sweeping, mowing grass, pruning shrubs and trees and planting or re-planting where necessary. The costs of this service to the block are shared in proportion to the property's rateable value compared with the estate's total rateable value.

### **Landlord's electricity supplies**

There are metered supplies for landlord's services, which will include power for door-entry phone systems, aerial boosters, lighting in communal hallways and landings and external security lights and lifts. The charges for your block, if any, are allocated using the block rateable value.

### **Service contracts**

For blocks of flats we have regular service contracts for lifts, door entry systems, fire services and the landlord's electricity supply. The charges for your block, if any, are allocated using the block rateable value.

### **Management charge**

Our management charges cover the following costs and tasks:

- Providing housing management to the estate.
- Calculating service charges.
- Collecting and accounting for payments received.
- Arranging buildings insurance and making claims for the structure and common parts as necessary.
- Supporting you if you need to make a claim under the block policy.

- Undertaking inspection visits.
- Consulting you and other leaseholders about management arrangements and planned maintenance.
- Providing newsletters and handbooks and responding to customers' queries.
- Monitoring service agreements with other providers.
- Sundry expenditure on office accommodation and office expenses.
- Arranging for contractors to carry out repairs and maintenance to the building and related administrative work.

## **Insurance**

Insurance is complicated and this section of the handbook gives only a brief summary of the arrangements that apply to most of the leasehold properties. In summary, we insure the buildings, including the structure of the block where you live and you are responsible for insuring the contents of your home and personal belongings. We do not insure these. We send you details of the buildings insurance every year and send them to new leaseholders on the completion of the sale.

### **What is covered?**

The buildings insurance policy covers damage caused by:

- fire, smoke, explosion, lightning or earthquake;
- riot, civil commotion, malicious damage;
- impact by aircraft, animal or vehicle;
- storm or flood;
- escape of water or oil;
- falling trees or branches or collapse of TV or radio aerials;
- theft or attempted theft;
- subsidence, ground heave or landslide subject to an excess of £1,000;
- terrorism.

You are also covered for damage to fixed glass and sanitary ware.

### **How much am I insured for?**

You have to pay your buildings insurance premium annually. The premium is based on the valuation of your property and will be the greatest of:

- the minimum amount recommended by the insurers;
- the amount required by your mortgage provider; and
- the amount you request.

Our buildings insurance policy is index linked, which means the amount insured goes up automatically each year in line with rebuilding costs. However, if you feel your property is under-insured we can increase the amount if we receive a written request from you. You should regularly review the amount insured and take into account any improvements or alterations that might affect the value of the property. The insured sum should reflect the cost of reinstatement, which may differ from the market value. If your mortgage company requires a copy of the buildings insurance policy, we can give you a summary of the cover.

If you think the insurance cover provided is unsatisfactory or that the premiums are excessive, then you can apply to the First Tier Tribunal for a review of the policy.

### **Leaving your property empty**

Your insurance cover will be affected if your home is empty for more than 30 days at a time. In this case you will not be covered for malicious damage, escape of water or theft. If your property will be empty for a long time, you should let us and the police know how to contact you if necessary and also arrange for someone to check the property occasionally.

### **Home contents insurance**

Contents insurance provides cover for all the moveable items that make up your home, such as furniture, clothing and carpets. This type of insurance is completely separate from the buildings insurance mentioned above. You don't have to have contents insurance, but it is wise to do so.

### **Making a claim**

If you suffer damage and you want to make a claim on our buildings insurance, you should contact Gloucester City Homes. We will send you a claim form, which you should return with estimates for the repairs necessary. We will send it to the insurers for attention. For subsidence claims, you have to pay an excess sum.

For more information on the insurance policy and cover, please contact the Leasehold Manager on 0800 408 2000.

### **Damage to communal areas caused by vandalism / criminal damage**

Our staff are often on the estates and in blocks of flats, but may not be told about or notice incidents of vandalism or criminal damage, so we rely on residents to keep us informed when this happens.

If damage is caused to the property as a result of vandalism or criminal damage, we may be able to claim under the buildings insurance policy which we hold on your behalf. This means that we might save you the cost of the repair, if the insurance claim is met. To do this, we need a crime number from the police, so if you discover this type of damage, please report it to the police on the non-emergency line 101. They probably won't attend but you will get a crime number from them.

Report the repair as usual, but be sure to include details of the crime number when you do so.

If you are unsure of what to do, contact the Leasehold Manager, who will log the repair and report the crime, if it is appropriate to do so.

### **The first five years**

If you buy a council flat as a secure tenant under the Right to Buy, we have to tell you how much your service charges are likely to be in the first five years. To do this we have to think about what we may need to do to your block in this time and how much it is likely to cost.

Once we have estimated your repair and improvement costs for the first five years, we cannot charge you more than this (except for an allowance for inflation). If we find we have over-estimated, we will only charge you what it actually cost. This period is called the five-year 'protection period'.

This five-year protection period applies to repairs and improvements from the date the first buyer buys the lease. If you sell the lease within this time, the next buyer is entitled to what is left of the five-year protection period. There is no new five-year period each time the lease is sold on.

## **Your right to be consulted**

Section 20 of the Landlord and Tenant Act 1985 (amended by the Commonhold and Leasehold Reform Act 2002) gives you a right to be consulted about major repairs to your block. 'Major repairs' means any job or contract that is expected to cost more than £250 to any one leaseholder, or any long-term agreement that will cost more than £100 each year. However, these amounts could change. If we expect a job to cost more than this amount we must consult you by:

- giving you a full description of the work needed;
- inviting you to nominate a contractor;
- giving you at least two cost estimates from different contractors;
- telling you who to send your comments to;
- giving you at least one month to give us your comments.

We will usually write to tell you these things. We may also put up a notice in the entrance of your block, and if you have a recognised leaseholders association we will write to them. These rules do not apply if we have to start work urgently because of a genuine emergency (such as roof damage).

We will always tell you in advance about major improvement work and give you time to comment before we start work. We will give you an estimate of what we expect your share of the cost to be.

Please tell us if you think we have not consulted you properly about major work.

## **How you get your bill**

Every year around 1 April we will send you an invoice for the building insurance charges for the coming year.

Around September each year we will send you an invoice with an 'annual certificate of charges' for the previous financial year, which shows the:

- repairs and maintenance for the year;
- grounds maintenance (if we provide it)
- communal cleaning (if we provide it);
- communal lighting (if there is any);
- management charges for the year.

The statement will also list the repairs you are being charged for.

## **Paying your bill**

We want to make it as easy as possible to pay your service charges, to avoid getting into debt and, if you get into arrears, to receive the help you need to pay them off as soon as possible.

There are two options for paying your bill:

- You can pay the full amount within 28 days.
- You can ask to pay by monthly instalments.

We try to make it easy for you to pay your service charges by offering several ways for you to pay. These are:

- **direct debit** (DD) through your bank or building society. This is currently the most popular way to pay and is favoured by a growing number of leaseholders.
- our website's **online payment** facility.
- our **automated telephone payment service** on 0845 155 600, 24 hours a day.
- by **telephoning our Customer Services Team** on 01452 424344 during opening hours
- at our Railway House Office payment machine

## **The benefits of direct debit**

Direct debit is by far the best way to pay monthly instalments. You simply fill in the direct debit instruction we give you and send it back to us. Your bank will then pay us the monthly agreed amount. You don't have to remember to pay your bill and you don't have to queue at the payment counter.

If the amount of your direct debit changes, we will always tell you at least 14 days beforehand. If we make a mistake with your direct debit, we promise to put it right straight away. Your bank also guarantees to give you your money back if they make a mistake.



### **If you have difficulty paying your service charges**

If you find you cannot pay your service charge bill straight away, don't ignore it! It will not go away and you could end up losing your home if you don't try to pay it.

First, check if you are entitled to any benefits. Leaseholders cannot get housing benefit but you may be entitled to Council Tax benefit and perhaps income support. See the section 'Claiming benefits'.

There are also ways we can help you spread the cost of a large bill:

- First, you can ask to pay by monthly instalments. This will allow you to spread the cost over 12 monthly payments.

- If you cannot afford to spread the cost over one year, you may wish to consider getting a loan, which may spread the cost over several years.

A loan may be useful for dealing with a bill that is unusually large because of a special job, such as window replacement or refurbishment of your block. It may not be so useful for dealing with an ordinary annual charge if you are likely to get the same charge again next year. You will still be paying the loan charges on last year's bill when you have to start paying next year's. So please think carefully whether a loan is the best thing or whether you would be better off trying to pay the bill in the current year by monthly instalments. Please get independent financial advice if in doubt.

There are three main ways you can get a loan to cover all or part of your service charges:

- an ordinary bank loan (ask your bank for details);
- a secured loan\*;
- a secured service charge loan from us (see the next section).

*\*a secured loan is one that is 'secured' against your property, like a mortgage. It means that the lender has a right to recover the loan from the value of your property (by selling it if necessary) if you do not make the proper repayments.*

*You could lose your home if you do not keep up the payments on a secured loan.*

*You should always get independent financial and legal advice before proceeding.*

The next section tells you about the secured service charge loans we can give you. If you want to apply for a loan, if you want to pay by monthly instalments, or if you have any other difficulty paying your service charge bill, please contact the Leasehold Manager on 0800 408 2000 or (01452) 424344.

### **Service charge loans**

If you are the leaseholder of a flat bought under the Right to Buy (whether you are the original buyer or not), you may have the right to a loan to cover service charges for repairs carried out by your landlord.

For this to apply your landlord must be the housing authority that granted the lease or another housing authority. ('Housing authority' includes registered housing associations and unregistered co-operative housing associations, but not other co-operative housing associations.)

Generally when you exercise the right to a loan against your landlord, the loan takes the form of a right to leave the service charge outstanding for a certain period, while paying only interest on it.

### **What service charges may qualify for a loan?**

You have the right to a loan only for charges for repairs carried out by Gloucester City Homes to:

- The flat;
- The building or land that the flat is part of

The charges must be payable within ten years from the day the lease was granted (or within ten annual payment cycles, if the lease specifies that the payment year starts at a different date from the day your lease began).

### **How much am I entitled to borrow?**

You have the right to a loan when the service charges payable for any purpose, not just repairs, in one accounting period total £1,500 or more. (Service charges in separate demands may be added together for this purpose.)

The accounting period is the annual period stated in the lease for which charges are calculated. If no period is specified, it will be the 12 months starting with the grant of the lease and successive 12-month periods afterwards.

You may borrow the amount in the service charge bill for the accounting period, less £1,500, but only for charges for repairs.

The loan must be for more than £500. You may not borrow more than £20,000 (including earlier loans that you have not yet paid off).

All the figures mentioned above will be adjusted for inflation each January in line with the retail prices index.

### **What will be the terms of the loan?**

You will have to repay the loan by equal instalments of principal (the amount borrowed) and interest over three years for loans under £1,500, five years for loans of £1,500 or more but less than £5,000, and ten years for a loan is of £5,000 or more. You can choose to pay over a shorter period if you wish.

You may have to pay interest at the mortgage interest rate. We can also charge up to £100 to cover our administrative expenses.

The loan will be secured by a mortgage of the flat.

### **How do I apply?**

We must tell you whether or not you will be eligible for a loan when we send you a demand for service charges. If you want a loan, you must respond in writing within six weeks.

### **What if I intend to dispute the charges?**

You can claim a loan while making it clear that you do not accept that the charges are right.

### **What if I disagree with my charges?**

We will always try to work out your charges properly and fairly, but if you think we have made a mistake or charged you for something you haven't had, please do the following:

- First tell our Leasehold Manager straight away – they will look at your account again and make sure it is correct.
- If you are still unhappy with what they tell you, write to Leasehold Manager Gloucester City Homes, Railway House, Bruton Way, Gloucester, GL1 1DG (you need to be clear exactly what charges you disagree with and why).
- If you still think you are being charged unfairly, you can apply to the independent First Tier Tribunal (Property Chamber)

Either you or we (as landlord) can apply to the Tribunal to settle a dispute over charges. The Tribunal will decide whether:

- the cost of the services we are charging for is reasonable;
- the work being charged for is of a reasonable standard.

You cannot appeal to a tribunal if:

- a court or tribunal has already made a judgment about your charges;
- you have already agreed that the charges are correct.

The Tribunal may decide that you must pay all the charges, or it may decide that we must reduce our charges to you. Once the Tribunal has made a decision both you and we are bound to accept it.

Currently, the Tribunal can charge up to £500 to hear your case. They may or may not decide to charge either side costs. They are more likely to charge you costs if they think your claim is unjustified.

If you want a tribunal to consider your service charges, tell us – we will explain how to go about it. You can also ask advice from an organisation such as the Leasehold Advisory Service.

**Remember, if you think your charges are wrong, tell us first - we will try to sort it out.**

## **What happens if I don't pay my charges?**

Your lease is a legal contract between you and Gloucester City Homes. Under the lease you have to pay all reasonable charges that we need to manage and maintain your block.

If you refuse to pay your charges you are breaking the contract and we can go to court to have your lease 'forfeited' after a decision by the First Tier Tribunal. If the court decides that you have seriously broken the terms of your lease, it may end the lease and give us possession of your flat. You would lose your home and would not usually get any payment or compensation.

If you have a secured loan on the flat from a bank or building society, we would tell them before we started legal action. As they have a legal interest in the property, they could decide to pay the bill themselves and then take their own legal action against you.

If you have difficulty paying your charges we will always try to help, but if it becomes clear that you are not trying to pay your charges we can:

- apply to a tribunal for a decision that your charges are fair;
- apply to the court for your lease to be forfeited and to repossess your home.

We hope that things never get to this stage, but it does happen and people do lose their homes.

## **5. CLAIMING BENEFITS**

If you are on a low income, you may be entitled to various benefits which can help you. As a leaseholder, you may be able to get help from:

- income support
- Council Tax benefit
- Council Tax discounts (whether or not you are on a low income).

**You can get a range of benefits, depending on your circumstances. The Customer Services Centre at Gloucester City Council's Herbert Warehouse can give you information on the benefits you can get as a homeowner - phone them on (01452) 396497 or call into Herbert Warehouse.**

**You can also contact the Benefits Agency on (01452) 366000.**

### **Claiming income support**

If you are on a low income you may be entitled to income support. This can help you with your household bills. It can also help pay some of your housing costs.

Income support can help towards most of your service charges, including:

- management fees;
- insurance;
- minor repairs;
- cleaning shared areas;
- interest on service charge loans.

Income support does not pay for:

- major repairs\*;
- improvement work\*;
- heating provided by the landlord.

*\*You can get income support to pay the interest on some loans for major work and improvements, but the rules are complicated - ask for more details if you think you may qualify.*

**If you think you may be entitled to income support contact the Benefits Agency, Spa Road, Gloucester - phone (01452) 366000.**

### **Council Tax benefit**

If you are on a low income and have less than £16,000 in savings, you may be able to get help towards paying your Council Tax. Council Tax benefit is paid whether or not you are in work and may be paid on top of other social security benefits. If you qualify for Council Tax benefit, it will be taken off your Council Tax bill as a rebate. This will not directly affect your service charge bills but it can save you money.

### **Second adult rebate**

If you have to pay Council Tax and the only person living with you is on a low income or is ignored for Council Tax purposes, you may be able to get another type of Council Tax benefit called second adult rebate. You get this only if the other person living with you is not your partner or spouse or a joint tenant. However, the rules are complicated, so if you are unsure phone our **Benefits Section on (01452) 396497 or the Citizens Advice Bureau.**

If you put in a claim and qualify for Council Tax benefit, you will be paid either Council Tax benefit or second adult rebate, whichever is higher.

### **How do I claim Council Tax benefit?**

If you claim income support, the Benefits Agency should give you a form for Council Tax benefit when you apply to them. You will still need to fill in the Council's benefit application form as well. Council Tax benefit only lasts for one year and then you have to reapply, even if you are on income support. Do not ignore the re-application form that will be sent to you, or your benefit will stop.

If you think you may be able to get Council Tax benefit you should:

- go to the Benefits Enquiry Counter at Gloucester City Council Herbert Warehouse;
- phone Gloucester City Council Benefits Section on (01452) 396497; or
- write to Benefits Section, Herbert Warehouse, The Docks, Gloucester GL1 2EQ.

### **Council Tax reductions and discounts**

As well as Council Tax benefit, certain reductions and discounts may mean you pay less Council Tax. Any reductions or changes to the amount of Council Tax you pay should be shown on your bill. These may be:

- **Single person discount**

If there is only one adult living in your flat, your Council Tax bill will be reduced by 25%. Some people will not be counted when looking at the number of adults living in a home, so if you live with an adult who is 'discounted' for Council Tax purposes, you should still get single person discount.

- **Disability reduction**

You may get a reduction in the amount of Council Tax you have to pay if you, or someone who lives with you, are disabled and have:

- a specially adapted room;
- a second toilet or bathroom added for the disabled person; or
- extra space in your home, or adaptations, because they use a wheelchair.

### **How to find out more about Council Tax discounts and reductions:**

For more information contact Gloucester City Council Revenue Services, phone (01452) 396495 or write to them at Gloucester City Council, Herbert Warehouse, The Docks, Gloucester GL1 2EQ

## **6. BUYING, SELLING (AND LOSING) A LEASEHOLD FLAT**

### **Buying a leasehold flat (if you are thinking of becoming a leaseholder)**

There are two ways to buy a Gloucester City Homes flat:

- Under the Right to Buy if you are a Gloucester City Homes tenant and you are already living in the flat (and you meet certain conditions) - this is called the grant of a lease.
- By buying the lease from the present leaseholder (if the flat has already been bought under the Right to Buy and is being sold again) - this is called the assignment of a lease.

In both cases you should get a solicitor to act for you, or at least someone who is legally qualified to protect your interests in buying the flat. It is important that you know what charges are owed on the property so that you can deal with them before the sale.

If you buy the flat from the previous leaseholder, you should tell us straight away. As landlord we have the right to know who is responsible for the flat. Under the lease, the seller is usually responsible for formally notifying the Landlord and for paying a fee to register the assignment (currently £40).

You have the right to mortgage your flat to a mortgage lender.

### **Selling your flat**

You have the right to sell your flat as long as you tell us within one calendar month after the sale. Your solicitor should check details of all ground rent, service charges and insurance policies, so that these can be taken into account when the transfer is completed. We charge a fee to register a transfer (called the assignment of a lease) and to record the interest of the bank or building society if you have a mortgage. The fee is currently £40 in each instance. You should notify the Leasehold Manager, Gloucester City Homes, Railway House, Bruton Way, Gloucester, GL1 1DG.

There are rules for passing on a flat when you die, depending on whether or not you have a will. You should get your own independent legal advice on how to do this.

## **Losing your home**

In some circumstances Gloucester City Homes or your mortgage lender could apply to the courts for possession of your home:

### **Forfeiture**

Forfeiture is where Gloucester City Homes applies to the court to end your lease because you have broken the lease conditions. This could happen if:

- you do not pay your service charges;
- you cause nuisance and/or harassment to your neighbours;
- you neglect or damage the property.

If the court decides that you have seriously broken the terms of your lease, it may end the lease and give us possession of your flat. You could lose your home.

Forfeiture is drastic. As a responsible landlord, we only use it when we have to, to protect the interests of Gloucester City Homes, its tenants and other leaseholders. With overdue service charges we will always try to help people who have genuine money problems.

Before applying for forfeiture for unpaid service charges, we would have to satisfy a First Tier Tribunal that the charges were reasonable and the leaseholder had not tried to pay them. For other breaches of your lease, we would have to serve you with a notice requiring you to put matters right within a reasonable period. If you did not comply, we could begin court proceedings.

### **Repossession by a mortgage lender**

If you have taken out a mortgage to buy your flat, your mortgage lender has a 'legal charge' on your home. This means they can apply to the courts for repossession if you do not pay your mortgage. If the court grants possession, they have the right to evict you, sell your flat and take what you owe them out of the proceeds. They must give you anything left over, unless someone else (such as Gloucester City Homes, as your landlord) also has a legal charge on the property for money you owe them. If you have difficulty paying your mortgage or service charges, ask for help. Do not leave it until you are about to be evicted. We will always try to come to an arrangement over service charges and mortgage lenders will always be willing to discuss terms for making mortgage payments.

**Ask for advice if you think you are at risk of losing your home because of unpaid service charges or a breach of your lease. You should get help from a solicitor or one of the advice agencies, such as the Citizens Advice Bureau, if you have difficulty paying your mortgage. Do not leave it until it is too late!**

## **Buying the freehold of your block - Enfranchisement**

If at least two-thirds of the residents in your block are leaseholders, you can apply jointly to buy the freehold of your block and manage it yourselves. This is called 'enfranchisement'. If you and your neighbours qualify under the enfranchisement rules, we cannot refuse to sell you the freehold.

However, there are some things you should consider:

- You would own your flat in 'commonhold' with your neighbours and you would need to form a management committee for the block.
- As Gloucester City Homes would no longer be your landlord, you would all be jointly responsible for the maintenance and management costs for your block.
- You would no longer be able to call on Gloucester City Homes' housing service if you had problems with your neighbours (unless they were our tenants).
- If you get on well with your neighbours, you would have more say in the way your block is managed and the money that is spent on it.

If the block still had at least one rented flat, we would be represented on your management committee. You would charge us for our share of management and maintenance costs.

You can only apply for enfranchisement if at least two-thirds of the flats in your block are leasehold. If you are interested, you should discuss it with your neighbours and get independent advice from a solicitor or the Citizens Advice Bureau. The Leasehold Advisory Service also provides useful information and guidance.

## **Sub-letting your home - lodgers and sub-tenants**

A lodger is someone who shares your home, usually for payment. A sub-tenant is someone who rents the whole or part of your flat when you are not living there. You have the right to take in lodgers. You do not have to ask our permission but you should let us know.

Lodgers have different rights from you. So if your mortgage lender or landlord repossessed your flat, they could be evicted.

You have the right to sub-let the whole or part of your flat but first you may have to get a deed (a kind of formal agreement) from the person you are letting to, promising to observe all the terms of the lease. You should get a solicitor's advice when preparing this document and be aware that you will be responsible for Gloucester City Homes' legal costs in connection with it. At all times, you should ensure that your tenant does not breach the lease in any way, as any breach will be your responsibility.

If you have a sub-tenant, you become their landlord and you could be creating a tenancy. You could have great difficulty making your sub-tenant leave if you wanted your flat back. You could also have difficulty selling your lease if you have a 'sitting tenant'. Whenever you sublet you should take legal advice to prevent such difficulties. Ask a solicitor or an advice agency how to make sure you are legally protected.



## **7. MANAGEMENT OF YOUR BLOCK**

### **Living in a flat**

If you live in a flat or maisonette, it is important to bear in mind that what you do affects your neighbours. So please remember:

- not to let children play in or about the landing, stairway, lift or any of the communal areas;
- not to make unreasonable noise, especially at night or early in the morning;
- to help keep the shared areas clean and tidy;
- to maintain private gardens;
- to keep pets under control;
- to be a good neighbour.

Remember that under your lease agreement you have a duty not to cause a nuisance or annoyance to your neighbours. You are also responsible for making sure that your family and visitors to your home do not annoy your neighbours.

### **Shared areas and services**

We are responsible for maintaining the shared areas in your block, but everyone living in the block has a common responsibility to keep them reasonably clean and use them properly.

Remember that you pay a share of the cost of maintaining shared areas, so if you see someone causing damage to or misusing stairways, landings, parking areas, lifts, drying areas, rubbish chutes, security doors and other shared facilities, tell your housing officer at once. If you can get evidence of who caused the damage, we may be able to charge them for it.

If you receive a cleaning service:

- we will clean the windows in these blocks of flats twice a year;
- we will clean indoor and outdoor communal areas in these blocks every week.

If you have communal grounds and drying areas around your block, we will maintain these during the year. This includes grassed areas, borders, paths, trees and drying areas.

If one of the shared areas in your block needs repair, please report the matter. Do not assume that someone else will do it. If the lights are out on the stairs, please report this immediately.

### **You and your neighbours**

As a leaseholder, you have the right to enjoy your home in peace and quiet, and your neighbours have the same right.

If you cause a nuisance or annoy your neighbours you are breaking the terms of your lease agreement. You may also be breaking the law.

If you have a problem with your neighbours, the first thing you should do is talk to them.

They may not realise that they are causing you a problem - so be friendly and do not lose your temper.

### **Noise - how we can help**

If you cannot sort out your problem by talking to your neighbour, you should talk to your Neighbourhood Management Officer or contact the Council's Environmental Health Pollution Team (or both). They will be able to tell you about your rights and explain what we can and cannot do to help.

If you contact your Neighbourhood Management Officer, in most cases they will talk to your neighbour about the problem. They can also send a written warning if they feel it will help the situation. Your Neighbourhood Management Officer will agree an action plan with you, which may also include referring the case to Environmental Health. This may lead to legal action against your neighbour and you may have to give evidence.

You could also take legal action yourself by asking the County Court to grant an injunction to stop the noise, if you can prove your health, comfort and convenience have been upset. To do this you would need to get independent legal advice.

**Legal action in nuisance cases can be long and difficult, so always try to speak to your neighbour first to reach a friendly agreement. But remember, you don't have to put up with inconsiderate behaviour, so tell your Neighbourhood Management Officer if it doesn't stop.**

### **Pets**

You must normally get permission from Gloucester City Homes before keeping any pets at the property. If you are given permission to have a pet, you must make sure that it is kept under control and does not annoy neighbours. This is a condition of your lease. If your pet does cause a nuisance, we will ask you to control its behaviour; or, if this does not solve the problem, to find a new home for your pet. If you are thinking of getting a pet you should think carefully whether it is suitable for living in a flat. If you have problems with dogs (your own or someone else's), you can ask the Council's dog warden to help. See the list of useful contacts at the end of this booklet.

### **Gardens**

If your flat has a garden specifically allocated to it, you are responsible for keeping it clean and tidy. You should not allow rubbish to build up as it may cause a health hazard and encourage mice and other pests. You may also be responsible for the repair or replacement of the boundary fencing.

If there are shared gardens round your block we will maintain them, but you can help by not dropping litter and not parking on the grass. Remember that you pay service charges towards maintaining shared gardens, so please help us keep maintenance costs down.

### **Satellite dishes and TV/radio aerials**

If you want to fit a satellite dish or aerial on the outside of your flat, you must get our permission in writing. We will not normally refuse as long as it is installed properly. You may also need planning permission. See the section on 'Making your own alterations' which explains how you go about getting permission from us.

## **Car parking**

Most blocks of flats have shared parking areas. Some flats and maisonettes have their own driveway to park on.

Parking in shared areas is 'first come - first served'. No one has their own parking space. Please consider others when you park:

- Do not cause an obstruction – you could prevent emergency vehicles from getting through.
- Do not park on the pavement - it is against the law.
- Do not park in your garden unless you have a hard-standing and a dropped kerb, which has been approved by the Council.
- Do not park lorries and trucks on residential streets and especially in shared parking areas.

You can do minor repairs to your own vehicle in a shared parking area, at the roadside or in your garage, as long as you do not disturb your neighbours. You should not do major repairs to your own vehicle or do repairs for other people, whether for money or not. Cars that are not taxed or seem to have been abandoned will be removed.

**Sensible use of shared parking areas helps you and your neighbours - tell your Neighbourhood Management Officer if someone is causing a nuisance in your parking area.**

## **Garages and parking spaces**

Near most blocks of flats we have garages and parking spaces to let. In some areas there is a waiting list for garages. If you want to rent a council garage, ask your Neighbourhood Management Officer for details.

## **Refuse**

The Council will take away all normal household rubbish as part of the weekly refuse collection service. You should use the bin chutes or bins provided. Try not to block the bin chutes by putting too much rubbish in at once. If you have other types of rubbish, such as old furniture, you can either take it to the Civic Amenity Site at Hempsted or you can ask the Council's Environmental Services Division to collect it on (01452) 412244.

## **Rats, mice and other pests**

If you have rats, mice, fleas, cockroaches or any other type of household pest in your home, contact the **Pest Control Section at Gloucester City Council Herbert Warehouse - phone (01452) 396396.**

Currently there is no charge for clearing rats or mice in domestic properties; however, there are charges for removing other pests.

For more information, contact the Pest Control Section.

## **Condensation**

Condensation can be a problem in flats if you do not have proper ventilation. It can be unpleasant to live with and can damage plaster, decorations and window frames. Condensation often causes black mould, which can spoil walls and ceilings and also clothes, curtains and carpets.

Condensation happens when moist air meets a cold surface, such as a window or a cold wall. Double-glazing and cavity-wall insulation help to reduce the problem by keeping inside surfaces warmer, but you may still get condensation if the air in your home is too moist. The moisture in your flat comes from everyday things such as cooking, washing, bathing, and drying clothes indoors.

To limit condensation:

- Try to make sure that there is enough constant heat in your home so there are no cold surfaces for moisture to settle on.
- Try to make sure there is some ventilation in each room by opening windows or by turning on extractor fans if you have them. When cooking, put lids on saucepans, close the kitchen door and open a window or turn on the extractor fan.
- Try to dry clothes outside if possible. If it has to be done indoors, keep a window open and make sure your tumble drier is vented to the outside.
- When running a bath, run the cold water before the hot to reduce the amount of steam, and keep the bathroom door closed. Afterwards, keep the window open and leave extractor fans running until the walls and windows are dry. Don't let the moisture escape into other rooms.
- Paraffin and liquid gas heaters give off water vapour as they burn and make condensation worse. Paraffin heaters can also be dangerous. Avoid using them.

## 8. UNDERSTANDING YOUR LEASE – GLOSSARY OF TERMS

### Terms and definitions

<b>Assignment</b>	This is the term used when you sell your flat and with it the lease. The new leaseholder is the assignee.
<b>Block</b>	The building in which your property is situated.
<b>Common parts</b>	The parts of the building or estate that all the residents can use, such as stairs, lifts, paths, communal gardens.
<b>Constitution</b>	This is a document that sets rules for an organisation such as a residents' association.
<b>Consultation</b>	This is the process of asking for other people's opinions. Where possible we will consult you about anything we do that affects you.
<b>Contingencies</b>	Insured risks or dangers that are covered under our block insurance policy.
<b>Covenant</b>	A covenant is a form of responsibility. The lease states what you are responsible for during your ownership of the property.
<b>Cyclical maintenance</b>	Work that we usually carry out according to a programme. It is included in your service charges.
<b>Curtilage or demised premises</b>	That part of the block included in the lease you have bought. This will include your flat, the common parts, any garage area and the landscaped area which form part of your block. Your lease will include a plan showing the curtilage. It will show which parts of the building are yours and which parts you share with other people.
<b>Enfranchisement</b>	The process where leaseholders may be able to buy the freehold of their block.
<b>Estate</b>	The block, any out-buildings and any land associated with the block.
<b>Estate rateable value</b>	The total of all the rateable values within the estate.
<b>Fixtures</b>	You are responsible for these fittings in your flat. They include kitchen units, the bathroom suite, light fittings and any central heating system.
<b>Forfeiture</b>	This means that the lease is terminated, and we as freeholder can lawfully repossess the property, require you to vacate it and dispose of it with vacant possession. This would only take place after significant breaches of the covenants in your lease and following a decision by a First Tier Tribunal or a court.
<b>Freehold</b>	Absolute ownership of property and the land on which it stands

<b>Ground rent</b>	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. We charge £10 each year.
<b>Improvement</b>	Doing more work to a property than is required to satisfy an obligation to repair.
<b>Landlord</b>	This is a person or organisation that owns the freehold (or long-term lease) of a property and grants a tenancy or lease to a tenant or leaseholder.
<b>Lease</b>	The lease is a contract that explains our responsibility to you, and your responsibility to us.
<b>Leasehold</b>	An ownership of a property in a building that comprises other flats/maisonettes and is subject to the payment of service charges and ground rent for a set period.
<b>Leaseholder</b>	This is the person who has been granted the lease by the landlord and is, strictly, known as a tenant.
<b>First Tier Tribunal (Property Chamber)</b>	A body which makes decisions about service charge disputes between landlords and leaseholders. It is made up of a panel of people with experience of property disputes, such as solicitors and surveyors.
<b>Lessee</b>	This means the same as leaseholder.
<b>Mortgagee</b>	This is a bank or building society that has lent you money so that you can buy a property.
<b>Rateable value</b>	A property-based sum, used originally as a method of local taxation, but used in this context as a reasonable way of splitting or sharing service charges.
<b>Section 20 Notice</b>	This is the consultation letter we must send you when we are intending to carry out work that cost more than an amount set by government regulations.
<b>Section 20B Notice</b>	If we cannot confirm your actual proportion of the cost of major work within 18 months, we will notify you of the delay under this section, or we will not be able to charge you for the work.
<b>Section 125 Notice</b>	This is the Offer Notice, which is provided when the lease is first sold under the Right-to-Buy scheme. It contains the estimated costs of service charges repairs and improvements during the first five-year period of the lease, and the maximum contribution you will be expected to pay, subject to an adjustment for inflation.
<b>Service charge</b>	This is a payment made by a leaseholder to a freeholder in return for services the freeholder provides.

<b>Sub-letting</b>	This is where you rent out part or all of your home to a sub-tenant.
<b>Tender</b>	This is what we do to get the best prices for big contracts such as redecoration works and is based on a detailed specification of the works. We invite contractors to give their price or 'tender' for the work.

Listed below are the Acts of Parliament that relate to the management of leasehold properties and service charges, with a short explanation of each.

### **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

### **Landlord and Tenant Act 1985 (amended by the Landlord and Tenant Act 1987 and the Commonhold 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 the landlord's name and address.

### **Property Misdescriptions Act 1991**

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

## 9. DIRECTORY Useful addresses and telephone numbers

**Gloucester City Council**                      **Tel: 01452 396396**

### **Electricity power supplies**

Power Loss Helpline                      Tel: 08457 331331

Transco (Gas)                              Tel: 0800 111999

### **Police**

Crimestoppers                              Tel: 0800 555111

Non Emergencies                          Tel: 08450901234

### **Neighbourhood projects**

Matson Neighbourhood Project, Matson Avenue Shops                      Tel: 01452 526014

White City Neighbourhood Project, 110-112 Finlay Road                      Tel: 01452 554412

Podsmead Neighbourhood Project, 15a Scott Avenue                      Tel: 01452 541576

Coney Hill Neighbourhood Project, 1a Stanway Road                      Tel: 01452 541457

### **Legal and financial advice**

Gloucester Law Centre, 75-81 Eastgate Street, Gloucester                      Tel: 01452 423492

Money Advice Unit, Unit 6 Brunel Mall, London Road, Stroud Tel: 01453 762326

### **Gloucester & District Citizens Advice Bureau**

75-81 Eastgate Street, Gloucester GL1 1PN

Tel: 01452 528017 or 01452 527202 – Appointments

Fax: 01452 381507 [www.gloucestercab.org.uk](http://www.gloucestercab.org.uk)

### **Leasehold Advisory Service (LEASE)**

The Leasehold Advisory Service provides free advice on all aspects of the law affecting leasehold property through their website. This also contains a lot of information on applying to a leasehold valuation tribunal.