

**Leaseholders handbook**  
**Housing Services**

**October 2021**

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## Your lease

When you buy a flat, or maisonette, you're buying on a lease part of a larger building.

The owner of the block (the council) keeps responsibility for the maintenance of all shared parts and services such as caretaking, lighting and cleaning, and is entitled to recover the cost of managing and maintaining the block. This kind of ownership is called 'leasehold'.

The lease is a contract between you and the council. It sets out details about:

- the meaning of various terms used in the lease
- your rights and responsibilities
- the council's rights and responsibilities

The lease is a legal document and can be difficult to understand. Before you purchased the property your solicitor should have explained the lease in full so that you understood both your responsibilities and those of the council.

### Common terms used in the lease

The information below gives a brief explanation of some of the legal terms that are used in the lease.

The '**council**' is Luton Borough Council (also called the lessor).

The council's financial year runs from 1 April to 31 March of the following year.

The '**building**'. If the flat or maisonette you have purchased is situated in a particular building, the building is named. You will be required to contribute your proportion of the services and repairs of the building as identified in the lease.

The '**demised**' premises means the internal shell of the flat or maisonette that you have purchased and have responsibility for. This includes:

- floor surface, including floor boards
- ceiling / floor plaster and / or plaster board
- interior wall finishes

The '**communal**' areas are part of the building (block) outside the flat or maisonette that are not let to other occupiers. It is the council's responsibility to repair and maintain these areas.

You will have to pay your proportion of the cost of cleaning, maintenance, repair and improvements. Examples include:

- communal staircase or corridors
- lifts
- foundations of the building
- external walls or walls dividing your flat from another
- external windows and frames

[For more details on repairing responsibilities, see section 3.](#)

## What you're required to do

The exact responsibilities in full are stated in your lease. However, some examples of these are set out below:

- pay the 'ground rent' and all other charges for which you are liable ([see section 2 – paying your service charge](#))
- keep your home in good repair and condition
- use your home as a single private dwelling for residential use
- not carry out any structural alterations or improvements to your home without the council's prior written consent
- repay any discount repayable if you resell the property within three years

## Your rights

You have the right, along with any person going to or from your home, to have access to a water and electricity supply for your flat or maisonette.

## What the council is required to do

The council's obligations are set out in the lease. They may include:

- keeping the structure of the building in good repair and condition
- insuring the building (including your premises but **excluding personal belongings**) against loss or damage by fire or any other risks which it may consider appropriate ([see section 5 for more information](#))
- consult you before undertaking any major works or improvements to the building

## The council's rights

These are set out in the lease and include the right to:

- run and maintain electricity cables or water or gas pipes from any part of the estate or building through your flat or maisonette
- enter and remain in your home for a reasonable period, subject to reasonable notice, to carry out works to the common parts or structure
- carry out alterations or improvements to the building or estate excluding your flat or maisonette
- close, divert or alter any roads, footways or gardens on the estate

## Service charges and payment arrangements

The lessee of a flat or maisonette must pay a service charge for services received, for repair, maintenance and improvements to the building and for the landlord's insurance and management costs.

The council is your landlord.

Your lease will detail your liability for service charges and when payments have to be made.

## How costs are worked out

If all flats/maisonettes in a building were sold we would recover 100% of the costs of managing and maintaining the common parts of the building.

If you're the only purchaser in the building then you pay your share of the costs and the remainder is paid through tenants' rents.

Service charges are calculated on the basis of the council's financial year, which **runs from 1 April to 31 March**.

You'll receive a service charge statement after the end of each financial year (between July and September) and this will identify exactly what costs have been incurred on your property.

The council will try to ensure that the estimated service charges reflect the likely costs when the actual charge is calculated at the year-end.

If the estimated charge was too high and you have therefore overpaid the council then a BACS transfer or credit adjustment will be made to you.

If you haven't paid enough you will receive another invoice for the balance.

## **What your service charges might pay for**

### **Building cleaning**

The council's cleaning contractors are responsible for cleaning the communal areas, stairways and corridors.

The buildings are cleaned on regular basis – fortnightly for low-rise blocks and daily for high-rise blocks.

### **Estate management services**

Housing officers provide a valuable tenancy management service throughout Luton.

Each officer manages a designated area (patch) and they are responsible for tenancy support, tenancy enforcement, property inspections, fraud detection and for dealing with low level anti social behaviour (ASB).

Housing officers are agile workers which ensure that they are out on their patches regularly.

### **Concierge service**

There's a team consisting of:

- housing concierge and inspection manager
- two team leaders (north & south)
- 15 officers

Eight of the 15 officers are in our high-rise blocks and have based in:

- Heswall Court
- Green Court
- Leabank
- Wesley House (Temporary Accommodation)

The remaining seven officers are mobile and cover all the low-rise blocks.

The team's remit is to provide a quality frontline service to customers by ensuring that all issues that affect the quality of life of residents are identified, reported and resolved.

The officers are responsible for the monitoring and delivery of key services to housing's internal and external communal areas including:

- cleaning
- grass cutting and similar land maintenance

- fire safety
- health and safety
- risk management
- environmental anti-social behaviour

### **Waste management**

This charge covers the removal of fly-tipped rubbish located around the block, clearance of rubbish from internal communal areas and bin chute clearance/removal (where bin chutes are present).

Blocks that have bin chutes pay a slightly higher charge.

### **Grounds maintenance**

There is a service level agreement between the parks department and housing.

This uses the [Green Space Quality Manual 2016-19](#) as the bench mark quality standard of performance. The parks department will achieve acceptable as a minimal standard of performance at times of high volume grass growth and good at all other times.

There will be bi-weekly grass cutting schedules from March to November and a dedicated gardening team for the housing areas.

The cost passed onto each lessee affected is a proportion of the actual number of visits.

### **Digital TV services**

The council has installed a digital network onto all blocks of flats and maisonettes so that residents can choose what kind of digital TV package they want from freeview, freesat, sky or cable.

There is a monthly charge for the council's contractor's to maintain the network 24/7 and that is increased annually.

### **Communal electricity**

You contribute to the communal electricity for your building, including the supplies for stairway and corridor lighting, lift running costs and any other communal appliances.

### **Antisocial behaviour (ASB) team**

There are two ASB officers that have responsibility for dealing with high level ASB throughout the town.

They provide support and guidance to the housing officers when dealing with their low level ASB cases.

The ASB officers deal with domestic abuse, cuckooing, crack houses and many other serious issues.

They work in partnership with internal and external partners to tackle ASB and work closely with the police to identify problem areas.

### **Servicing plant and equipment**

The council's approved contractors' service all plant and equipment regularly. These costs can occur in all buildings but they are most likely in high-rise blocks.

Examples of servicing contracts the council has in place are those for:

- lifts

- emergency lighting
- roof fans
- fire fighting equipment
- security
- communal heating systems

If you have any of these facilities in your block you will pay a proportion of the costs of servicing them.

## **Block repair and maintenance**

Your service charge will include items of day to day repair required to maintain the communal areas of the building.

For example, you will pay a proportion of the charges for electrical repairs or other minor repairs that have been carried out to the communal areas.

**If you have a concern over the above services, it's important that you contact your concierge and inspection officer, or the leasehold management officer. It's too late to rectify any problems after the end of year statements have been produced.**

## **Where and how do I pay my service charge?**

Methods of payment are outlined on the back of the invoice. The usual methods of payment are:

- direct debit/standing order
- bank transfer
- credit or debit card
- cheque or cash

Service charge invoices are issued monthly and payable in advance.

The council is keen to promote payment by direct debit, as this is the easiest and a safe way to pay. If you wish to pay in this way please contact the Rent Income & Administration team on **01582 547982 or 01582 547983**.

If you wish to pay by cash you can do this at:

- the town hall, in the payment machine located on the ground floor
- your own bank
- any branch of Lloyds bank
- at the post office

Please be advised though that if you do pay at the post office it can take up to fourteen days for your payment to be processed and if you do not hold an account with them a fee will be payable for payment by transcash.

Finally, if you wish to pay by credit or debit card you should either ring:

- our automated payment line on **0300 456 2725**
- the Customer Services Centre on **01582 546000**

or go on our website [www.luton.gov.uk](http://www.luton.gov.uk)

Be ready to quote the customers name, account number and card details. There is a small charge levied for credit card payments.

### **What if I have a query regarding my service charge statement?**

If you have any queries about the figures on your annual statement of expenditure then you should contact the leasehold officer on **01582 546093**.

If you wish to discuss payment arrangements for any balances outstanding at the year-end then you should also contact the leasehold officer on **01582 546093**.

### **Non payment of service charges**

Sometimes you may experience financial problems and find it difficult to pay your service charges. If this happens, you should contact the leasehold officer on **01582 546093** as soon as possible.

This will enable the problem to be tackled quickly and practical solutions to be found.

### **What will happen if I don't pay?**

If you don't pay your service charges on time then we will issue reminders.

If you are unable to pay please contact us so that the best way can be found to make payment easier for you.

If we do not hear from you at all we will have to refer your debt to our team of solicitors. They in turn may have to take alternative action such as:

- securing payment of your service charge from your lender who will then add these monies to what you already owe
- court proceedings

The council is reluctant to take legal action, especially as it would mean you might incur legal costs and add to your financial problems.

However, it is most important that you work with the council to sort out the problem and inform us of your current position. If you do not legal action will be taken.

The council has an advice pack for tenants and lessees concerning this matter that may be useful. Alternatively you may wish to contact an independent body to assist you with financial matters and we would recommend the Money Advice Centre on **01582 486632**.

## **Day to day repairs**

This section identifies who is responsible for carrying out certain types of repairs – whether it is the council or the leaseholder. It also tells you how to go about reporting repairs.

### **Responsibility for repairs**

The response repairs service is provided to council tenants and leaseholders through the Building & Technical Services division's call centre.

Your lease tells you who is responsible for repairing the various elements of the building and your flat.

You will be recharged for any repair arising from neglect or damage caused by you, a member of your household or a visitor to your premises.

The chart in [Appendix 1](#) shows who is responsible for which repairs.

As a leaseholder, you are still responsible for contributing toward the repairs that the council arrange which is payable via your service charge.

## Priorities for repairs

All repairs to communal facilities such as lifts, lighting, communal heating and water systems, the roof and structure of the building are the responsibility of the council.

These will be dealt with according to the established level of priority for repair work to be carried out ([see appendix 2](#)).

## Reporting of repairs

Emergency, out of repairs should be reported on the council's emergency service on **01582 720703**.

Out of office hours:

- after 5.30pm, Monday to Thursday
- after 5pm, Friday
- weekends
- bank holidays

During office hours you should report all repairs, emergency or otherwise, that are covered by your lease to the repairs call centre on **0800 014 7333**.

## Guide to major repairs and improvements

These works are normally carried out on a planned maintenance basis.

Examples include renewal of windows and installation of door entry systems.

External and internal communal decorating does not come under this heading as it is done every five years making it a cyclical repair and, as such, the following does not apply. However, the council as a matter of courtesy do notify leaseholders prior to the works commencing.

The planned maintenance programme is reviewed regularly and changing priorities and financial constraints impact upon it. For example, if a roof suddenly deteriorates sooner than expected, this work would need to be brought forward. This may mean other works programmed for that year having to be put back to another year.

## Consultation – as amended by the Commonhold & Leasehold Reform Act 2002.

There is a legal requirement to consult leaseholders when the costs of works in a block exceed a certain amount. The amount is currently where the cost per leaseholder exceeds £250.

The procedures that legislation demands the council follows are set out below:

### 1. Notice of intention

- Describes in general terms the proposed works or specifies where a description of these can be inspected and the hours during which this can be done

- The inspection facilities must be free of charge, at a specified time and place. If, at that time and place, there are no facilities for copying, then the council must, on request, provide a copy of the description
- States the council's reasons for considering it necessary to carry out the works
- Identifies the persons the landlord has asked, or proposes to ask, for an estimate of the costs
- Invites written observations within 30 days of the date of this notice, which have to be considered and states where these should be sent
- Invites any leaseholder to nominate a contractor from whom the landlord should try to obtain an estimate

The leaseholders concerned have 30 days to reply and then the council will seek to obtain at least two estimates including one from the leaseholders' nominees, if applicable.

Any contractor nominated by the leaseholders will have to meet the council's reasonable criteria as set out in the invitation to tender sent to them.

## 2. Notice of proposals

- Description of works
- Includes a summary of the observations made regarding the notice of intention (if there are any) and the council's responses.
- Invites written observations on the estimates within 30 days, which must be considered.

All observations received within 30 days of the date of the second notice are considered.

## 3. Notice of award of contract

- Description of works
- Give details of estimates received
- The council enters into a contract with the chosen contractor and lets the leaseholder know within 21 days
- The notice states the reasons for awarding the contract to the particular contractor or states where these reasons can be inspected
- Includes a summary of the observations made regarding the notice of proposal (if there are any) and the council's responses
- States where the detailed estimates can be inspected
- Tells the leaseholder the cost they are expected to pay
- Invites observations on tenders
- Informs leaseholders of the likely start date for works to commence, at least 30 days after this notice is sent

## Urgent works

In cases where the works are considered urgent, for example, a leaking roof or a dangerous structure, or in cases where the council wishes to proceed quickly, the council may apply to the [First Tier Tribunal](#) (FTT) for an order to dispense with the consultation procedure.

In such a case, the FTT will notify all service charge payers of the proposal.

If the council fails to carry out the consultation process correctly and has not sought dispensation from the FTT then we are not able to recover any costs above the statutory limit of £250 per leaseholder.

You may not be invoiced for these works until the annual statement of expenditure is compiled after 31 March each year however the lease allows us to invoice as soon as the works are completed and paid for.

Please note that the cost per property stated in the final consultation letter is still an estimate as all contracts include a contingency sum. This sum may or may not be used and therefore the amount stated is the maximum you will be charged which means the amount stated on your annual statement could be less than expected.

The costs for both major repairs and improvements are limited during the first five years to those set out on the schedule, which is part of your offer notice.

## How to pay for major works

Payments can be made through the usual channels and methods of payment as set out in [section 2 of this handbook](#).

If you are going to have difficulty in paying for the major works, and reside at the property, you can choose one of the following payment terms available from the council:

- instalments – over a maximum of two years (three in exceptional circumstances) with no interest to pay
- loan – this would incur interest and for an amount of £1,500 to £5,000 would be payable over not more than five years

If you are contemplating any form of loan it is advisable to consult your own mortgage lender before the council, as this will enable you to get the best interest rate possible.

If you are thinking of taking out a loan and want more information on the effects on your finances or if you are having problems repaying a loan you can contact money advice at the [Citizens Advice Bureau](#). Their telephone number is **01582 486632**.

## Insurance

The council takes out comprehensive building insurance on behalf of every leaseholder, which covers any damage to the structure and common parts of the property, or block, caused by any of the following:

- fire
- aircraft
- earthquake
- storm
- flood
- subsidence
- impact
- falling trees or branches
- lightning
- explosion
- riot / civil commotion
- burst pipes or tanks
- forced entry damage
- accidental damage to fixed glass and sanitary ware
- falling TV aerials

You'll have to pay the first £50 eg caused by escape of water, storm or flood.

You must contact the Insurance Team on 01582 546123 within 30 days of the problem arising in order for the claim to be valid.

The council does not cover damage to your personal possessions, furniture or carpets. You are strongly advised to purchase contents insurance to replace these items as the council will not do so.

If the damage to your personal possessions is not caused by you eg a leak from a neighbouring property, the council's insurance will still only pay for damage to the building's structure.

You'll have to replace damaged items at your own cost if you do not have contents insurance.

The council must if requested supply details of the insurance to a leaseholder. The request must be made in writing and the council must comply **within 21 days of receiving it**.

Where the request is for a written summary, the summary must show:

- a) the sum for which the property is insured
- b) the name of the insurer
- c) the risks covered in the policy

The council is only required to provide the summary once in each financial year.

Where the request is for sight of the policy, the council must provide reasonable access for inspection of the policy and any other relevant documents which provide evidence of payment, including receipt, and facilities for copying them.

Alternatively, the request may be for the council to provide the copies of the policy and specified documents and to send them to the leaseholder or arrange for them to be collected.

## **Injury to visitors**

Contents insurance also covers you for injury to visitors whilst on your property.

If they make a claim against you it is important that you have contents insurance to cover the cost. The council is only liable for injury to visitors in communal areas.

## **Making a claim for damage to your building**

You should report damage caused by forced entry to the police immediately and obtain a crime report number or the insurance company will not pay out on the claim.

## **Necessary repairs**

The insurance company recognise you may need to board up a window or door to make your property safe or carry out emergency repairs to stop the damage becoming worse when it occurs at night or at the weekend.

Other than this you should not start repairs before you have received the go ahead in writing.

## **Estimates for repairs**

Telephone the insurance section on **01582 546123** for a claim form and obtain two quotes for the building damage, from reputable companies, and return everything to them at the town hall

## **Large claims**

In some cases the insurers may wish to appoint a loss adjuster to inspect the damage before you start clearing up.

The insurance section will advise you when you notify them of your claim and wherever possible the loss adjuster will visit you within 24 hours.

## Payment for repairs

When the insurers agree to settle a claim you will be advised in writing which estimate they will accept and they will not pay on an estimate.

You will need to submit an invoice to prove the work has been completed and they will pay the claim directly to you.

It may be possible to arrange for payment to be made directly to the company who carried out the repairs.

## Claims against contractors

All contractors who work for the council must be fully insured against claims arising from public or employer's liability. This is one of the conditions of their appointment.

Claims can be made against the contractor for damages caused by an act of negligence, for example:

- damage to that part of the building which is yours to maintain, or to your personal belongings
- any damage or personal injury, which you sustain, or which is caused to family or friends visiting your home

## Making a claim against a contractor

Claims can be made in writing to the contractor immediately, with a copy sent to the council. If you do not send in the claim immediately it may not be accepted.

The contractor may not submit your claim to their insurers if they feel that your claim is valid and want to settle with you direct.

Otherwise the matter will be referred to the insurers.

If you do not hear anything within a reasonable time, inform the council, who will ask the contractor to deal with the matter promptly.

## Ground rent

Because leasehold is a tenancy, it is subject to the payment of a rent to the council, theoretically for the use of the ground on which the building stands.

The payment of ground rent (as with any rent) is specified by the lease and should be paid on the due date.

Although it is the leaseholder's responsibility to pay the rent, this must be subject to prior notification from the council.

The council cannot legally recover the rent unless it has been requested.

The ground rent is set, under the terms of the lease, at **£10 per annum**.

## Notice for payment of ground rent

The leaseholder is not liable to pay the ground rent unless the landlord has demanded it.

The demand must be in a prescribed form and must specify:

- the amount of rent due
- the date in advance on which the leaseholder is liable to pay it, or if the demand is sent after the due date, the date on which it would be payable under the terms of the lease

The notice of demand must include a summary of the leaseholder's legal rights and obligations.

The date specified for payment must be no less than 30 days and no more than 60 days after the date of service of the notice.

It should be sent to the address of the property concerned unless the leaseholder has previously notified the council of an alternative address.

The council cannot begin any legal steps for recovery of the rent unless we have previously served the demand in the correct format, given the correct period of notice and the leaseholder has failed to respond.

## Reserve/sinking funds

### What are reserve funds?

Many leases provide for the landlord to collect sums in advance to create one or more reserve or 'sinking' funds.

The purpose of such funds is to build up a sum of money to cover the cost of irregular and expensive works such as external decorations, structural repairs or lift replacement.

There are usually two reasons for maintaining such a fund.

The first is to ensure that all occupiers contribute to major works, not just those who are in occupation at the time they are carried out.

The second is to even out the annual charges, avoiding large one-off bills, and to assist with leaseholders' budgeting.

Leases sometimes say how much is to be contributed each year, but usually they do not and it is left to the landlord to determine the contributions.

However, they must be reasonable and, because these are just like any other service charges, leaseholders have the same rights to challenge these charges, if they believe they are unreasonable, at the first tier tribunal.

Reserve funds should earn interest because they are generally held for a longer period than day-to-day service charges, which goes some way to meet increasing budget costs.

Information on the holding of service charges and reserve funds can be found in the section 'holding of service charges - trust accounts' (see below).

Contributions to the reserve fund are generally not repayable when a flat is sold, but may be if the lease so provides.

### The holding of service charges - trust accounts

In collecting service charges or in holding sinking funds or reserve accounts, the landlord holds the leaseholders' money for purposes of future expenditure to their benefit - in other words, acting as trustee for the funds.

[Section 42 of the Landlord & Tenant Act 1987](#) requires that, where leaseholders are required under the terms of their leases to contribute towards the same costs, the monies must be held in one or more accounts, and be held in a trust.

**Although our lease allows for the council to operate a reserve fund the council at present chooses not to operate one.**

## Sub-letting

There are no restrictions in the lease that prevent you from sub-letting your property.

However, you will still be responsible for payment of the service charge and therefore it will be up to you to arrange for any recompense from your tenants.

You must make sure that you and your tenant(s) enter into a formal tenancy agreement. This should state that you are responsible for any gas servicing and energy performance certificate.

**You should also provide the council with details of the name and contact telephone number of your tenants in case of emergencies.**

Your lender (whether it is a building society or a bank) will have restrictions on sub-letting if you have a mortgage.

Therefore you should get permission from them before you sub-let.

You should also ensure that sub-letting does not result in overcrowding.

## Lease extensions

### Introduction

The law allows leaseholders of flats to extend the length of their lease by 90 years provided certain criteria are met.

Therefore, if a leaseholder with 100 years remaining on his lease completes a lease extension, the additional 90 years will be added to the 100 years remaining meaning the leaseholder will then own a lease of 190 years.

In order to be able to extend your lease you must own a long lease of a flat which is a lease for a term of more than twenty one years or a lease granted under “right to buy”

In addition, the following conditions must be satisfied

- you must have owned the lease of your flat for more than two years
- you're not a commercial or business tenant

To establish whether you are able to extend your lease we recommend you seek professional advice at an early stage.

### Statutory

You must serve a notice on the council.

The notice must be in the form stipulated by section [42 of the Leasehold Reform, Housing and Urban Development Act 1993](#) and the council then have two months to respond.

The council recommends you seek professional advice when drafting the notice as any inaccuracies may result in the notice being deemed invalid.

## Valuation

If we agree to your lease extension we will instruct our valuers to contact you or your advisers to negotiate the price.

Where the price cannot be agreed the matter may be referred to the first tier tribunal for determination.

## Completing the sale

Once the price is agreed solicitors must be instructed to complete the legal documentation and register the new lease at the land registry.

Prior to completion you must have paid us all outstanding service charges and costs relating to the flat.

## Fees

In extending your lease you will be responsible for the council's reasonable costs in respect of:- undertaking an investigation of your right to a new lease, obtaining a valuation and granting a new lease.

## Information

If you require further information regarding lease extensions please visit the website of the [Leasehold Advisory Service](#), which contains a lease extension calculator which will provide a rough estimate of the cost of extending a lease.

## Answers to some common questions

### Q. What exactly are 'non-itemised' repairs?

A. These are the everyday repairs to the building, its access ways and surroundings – replacing the odd roof tile or section of guttering, re-bedding paving slabs, fixing gates, replacing light bulbs, repairing leaks, clearing rubbish and so on.

The cost of doing these jobs for the whole building (or sometimes for several buildings when this is appropriate) is added up for the year, and then divided by the number of dwellings.

You will be asked for your share of the cost.

### Q. What exactly are 'itemised' repairs?

A. These are the bigger repairs, for which the council is required to see tenders from reputable contractors.

If the works exceed specified cost limits, you and all other affected lessees will be asked for your comments beforehand and throughout the consultation process.

Major roofing or wall repairs, repairs to large areas of path or to stairways, drainage works and so on fall into this category.

### Q. What are cyclical repairs?

A. These are repairs that are carried out according to a pre-set programme.

They occur regularly once every so many years.

The only cyclical repairs lessees have to pay towards are the decorating of communal parts both externally and internally (stairways, corridors and the insides of communal windows).

**Q. What is the extent of my own responsibility for repairs?**

A. You must repair (and redecorate if appropriate) everything on the inside of your property – plaster, floorboards and ceilings (but not joists), taps, sinks, toilets, baths and piping, electrical fittings and wiring, the heating installation, and the interior surfaces of windows.

**Q. Do I need to contribute to repairs at the other end of the block, which don't affect me?**

A. Yes.

The block or building is treated as a unit, and each dwelling is responsible for an equal share.

This means that you may find yourself contributing to a replacement roof tile many metres away, on another part of the roof – and someone from that area may find himself or herself contributing to one on your part of the building.

**Q. How do I know if the repair charges are fair and reasonable?**

A. The Landlord and Tenant Act 1987 contains provisions that safeguard your rights. The council must:

- provide information, if asked, on how the service charge is made up
- consult lessees on major works.

The lessee (ie you) has the right to:

- ask the landlord (the council) how the service charge is made up
- inspect any invoices and take copies
- challenge the reasonableness of the charge
- be consulted on major works

**Q. Can I do improvements to the property?**

A. If the improvement requires alterations to the structure of the building (eg holes in main walls) or to the exterior (eg doors and windows) or might affect the rest of the building (eg altering pipes or wires) you must seek permission from the housing department before proceeding.

However it is unlikely that approval will be given. This is because the council is responsible for the structure and is concerned that any such improvements would affect the appearance and future maintenance of the building.

**Q. What happens if I want to sell the property?**

A. Although the property is leasehold you will have brought the right to use it as your own property for many years, and you can sell these rights, in much the same way as if you were a freeholder.

You should place the property on the market, negotiate the price, use a solicitor and/or estate agent, and attend to mortgage repayment, survey and registration formalities, all in the same way as if the property were freehold.

However there are some additional requirements.

- The ground rent and service charge are payable in advance and therefore arrangements will need to be made to apportion them as at the date of completion.

If all the procedures are followed correctly then you should only be held responsible for works / services up until completion date.

- When the sale has been completed your solicitor must ensure that the buyers solicitor sends the council a notice of assignment.

This is so that the council, as landlords, can legally note the change of ownership and this should be sent in within 21 days of completion as set down in the lease and there is a fee levied by the council for this service.

- If you wish to sell within the 'discount repayment period' you will have to repay part of or the entire discount you received. The rules around repayments changed under the Housing Act 2004.
- a) If you applied for the right to buy before 18 January 2005 and sell within 3 years of buying your home the following applies:
- if you sell within the first year after your purchase, the whole of the discount will have to be repaid
  - two thirds must be repaid if you sell in the second year, and one third in the third year
  - after three years, you can sell without repaying any discount

The discount is the sum you actually received when you purchased your home.

- b) If you applied for the right to buy from 18 January 2005 onwards and sell within 5 years of buying your home the following applies:
- whatever % discount you originally received under your RTB purchase will be the same % of the resale value of the property, disregarding any improvements, used to calculate the amount you have to repay

For example if the RTB purchase price was £100,000 and you received £20,000 discount (20%) then the repayment you would have to make if you sold within the 5-year period would be 20% of the resale value at that time.

From **18 January 2005**, if in advance of your purchase or within the 'discount repayment period' you enter into an agreement to transfer your property to a third party in the future, then this will trigger repayment of your discount.

Discount repayment is triggered from the date that you enter into the agreement.

So, for example, if you enter into such an agreement before you have bought the property or during the first year after buying, you will have to repay the full amount of discount you received.

## Appendix 1

### Who has responsibility for carrying our maintenance/repairs?

The lists below sets out who is responsible for the above when it relates to the block and/or to the individual premises, you or the council.

Any such maintenance/repairs carried out by the council will be recharged to you through your service charges.

## **Council's responsibilities**

- External structure of the building including the entrance door to individual flats
- Walls
- Windows / cills / lintels / canopies
- Entrance doors and frames to block
- Gutters and down-pipes
- Internal walls excluding plaster and finishes
- Communal areas (internal to block)
- External stores (structure) excluding store doors
- Maintaining the boundaries of the site
- External communal areas to include hard standings, paths, grassed areas, brick planters etc
- Garage blocks (structure) if sold leaseholder responsibility
- Foundations
- Joist and beams to floors and ceilings
- Roof construction rafters, purlins, binders, roof trusses etc
- Roof coverings (tile / slate)
- Flues and chimneystacks
- Drainage and manholes, gullies
- Communal heating (where applicable)
- Firefighting equipment (where applicable)
- Security measures to include controlled entry, security lighting, CCTV etc
- Rubbish chutes / bins
- Lifts
- Communal water storage tanks and services (serving more than one flat)
- Service ducts
- Water pumping equipment
- Ventilation systems (integral)
- Communal lighting to block (internal/external)
- Communal TV installations (aerials or cable services)
- Communal electricity
- Grounds maintenance
- Communal cleaning
- Communal caretaking
- Clearance of rubbish
- Clearance of graffiti
- Acts of vandalism to the structure
- Laundry facilities
- External painting / pre-paint repairs
- Boiler servicing for communal boilers
- Lift servicing / inspections
- Pump maintenance – communal systems
- Ventilation maintenance
- CCTV maintenance contract
- Fire alarm systems (fitted by the council)

## **Leaseholders responsibilities**

- Glazing to windows and doors
- Ceilings

- Internal doors
- Plaster and other finishes to walls, ceilings and floors
- Water tank (serving only one dwelling)
- Plumbing, heating and electrical services / appliances within the flat
- All fixtures and fittings
- Internal decorations

## Appendix 2

### Categorisation of repairs

This scheme sets priority ratings and maximum times for carrying out all types of repairs.

The Housing Department will endeavour to ensure that these are met, but there will be exceptional circumstances, such as storms or unavailability of materials or prolonged frost, where the targets may have to be extended.

We will in all cases, ensure that people with special needs such as the elderly or persons with disabilities receive priority attention.

The four categories are set out below with general examples of each.

This system is always under review and should any major changes occur you will be sent a revised list.

#### **Immediate – response time 0**

(Attention within 1 hour of notification)

- Any works carried out outside normal working hours in relation to emergency standby service.
- Any such emergency works deemed to effect security or safety of any site or property eg lack of electricity to whole block.

#### **Emergency - response time 1**

(Attention and completion within same working day)

- Serious roof leak
- No communal central heating
- No electricity to whole dwelling
- No lighting to stairs and communal areas of blocks.
- Blocked drains in communal areas
- Communal glazing (hazard or security risk)
- External communal door locks (security risk)
- Fencing (danger to the public)
- Broken handrail (constituting a hazard)
- Any defect deemed dangerous or hazardous

#### **Urgent Works – response time 2**

(Completion within five days of receipt of order)

- Any repair requiring completion, following temporary repairs authorised under response time 1
- Burst underground service (no water supply)
- Discharging overflows – communal tanks

- Locks to communal external doors
- Paths (possible hazard)

### Standard – response time 3

(Completion within six weeks, 30 days from notification)

- Repairs to roof timbers
- Fascia / soffits
- Solid floor repairs, tiles, blocks etc.
- Brickwork / external render / cladding
- Garages
- Gutterings / down-pipes
- Outbuildings (general repairs)
- Roof / chimney / flashings
- Staircases / balustrades (non-hazard)
- Fencing
- Paths (other than urgent response)

## Appendix 3

### Points of contact

Day to day repairs can be reported by telephone to the council’s repairs call centre on **0800 014 7333**.

The leasehold officer is your first point of contact for all matters relating to the services you are provided with under the terms of your lease.

If the leasehold officer is not available you can ring the Rent Income & Administration team manager **01582 546196**.

The finance section is your point of contact for any claims you wish to make against the council’s buildings insurance.

Leasehold team	3rd Floor, Town Hall Extension, Luton LU1 2BQ. 01582 546093 email address: <a href="mailto:HousingLeasehold@luton.gov.uk">HousingLeasehold@luton.gov.uk</a>
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Finance - audit & investigations: Insurances	3rd Floor, Apex House, 30-34 Upper George Street, Luton LU1 2RD  01582 546105 email address: <a href="mailto:Insurance@luton.gov.uk">Insurance@luton.gov.uk</a>
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Out of hours repairs (emergencies)	Tel: 01582 720703
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Repairs - during office hours	Tel: 0800 014 7333
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