



Leaseholder Handbook



North Lincolnshire Homes
Meridian House | Normanby Road
Scunthorpe | North Lincolnshire | DN15 8QZ

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1 Introduction

North Lincolnshire Homes manages the properties that belong to them, including leasehold properties. This handbook is aimed at leaseholders to give them an idea of their rights and responsibilities as a leaseholder, and also of the rights and responsibilities of North Lincolnshire Homes.

We realise that many of our leaseholders are first-time buyers, whether they used to be our tenants or if they have bought their home on the open market. In either case, we know that people living in a leasehold property can have lots of questions.

This guide covers a broad range of topics but, as leaseholders live in such a variety of properties and have different concerns, it cannot cover everything in depth. Instead, each section gives a general summary of the position and tells you whom to contact if you need more detailed information.

If you find your query isn't covered in this handbook, you should always contact the Home Ownership Services Section first. If we can't help you ourselves, we will be able to guide you to someone who can.

Your lease is a complicated legal document, and you may not have had to deal with some of the situations that come up when you live in a leasehold property. For this reason, we have written the guide in Plain English to make it easy to use and to show you how you can get more help and information. But this also means that the handbook cannot be taken as a definitive interpretation of your lease or of the relevant legislation. You should not rely on the handbook in any disputes that may arise to do with your lease or your position as a leaseholder. In those situations, you should get independent advice.

2 Your Lease

This section describes how your lease works, what your rights and responsibilities are as a leaseholder, and what our rights and responsibilities are under your lease.

Why a lease?

If your home is a flat or maisonette, it is part of a larger building which is divided up into individual units. There will usually be another property above, below or next to yours, but still within the same building.

Each property is not independent, but shares things such as the roof, the foundations and the entrance halls and stairs of the building. The shared parts of the building need to be looked after for the benefit of all the individual residents, and the costs will be shared among them. Leasehold ownership is the form of ownership for this situation.

What is a lease?

You own a lease for your home. You are known as a tenant, lessee or leaseholder. We've used the term leaseholder throughout this guide.

Many leases for the flats & maisonettes were agreed between the local council and the original purchaser under the Right to Buy Legislation. The transfer of the housing stock to North Lincolnshire Homes means that the freehold of the building your home is in has been transferred. The lease agreement and terms remain the same but is now between North Lincolnshire Homes and yourself as leaseholder. North Lincolnshire Homes cannot make any change to the lease without your agreement.

North Lincolnshire Homes owns the land and the building that your home is in, and is known as the freeholder, landlord or lessor. We've used the term landlord throughout this guide. North Lincolnshire Homes is your landlord and still owns the freehold of your property.

Your lease is a type of tenancy and is a legal agreement between you and your landlord, which allows you to live in your home for a set period of time, usually 125 years, starting from when the date of completion of the first sale of the individual flat. This set period of time is known as the lease term.

If you bought your home on the open market, the seller will have transferred the rights and responsibilities to you under the lease for the rest of its term.

Ground Rent

As your lease is a type of tenancy, you have to pay rent to the landlord. This is known as the ground rent and is a fixed amount every year, usually £10.

The lease sets out for you and us what each side owns and is responsible for. We can't explain every part of your lease here, and the details may vary in individual cases, but the following sections outline your and our rights and responsibilities, particularly where these relate to repairs and maintenance.

What you are responsible for?

The lease describes the property you own, which is known as the 'demised premises', and is identified by a plan. The plan also shows where your home is within the building and will also show if your property includes a private garden. If your home is on an estate, this will also be defined in the lease and shown on a plan.

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

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

- Inside walls which are not part of the main structure, and plasterwork, ceilings and floorboards or flooring – but not ceiling or floor joists;
- Decoration inside your home;
- Doors and doorframes;
- Window glass and window frames;
- Sanitary fixtures and fittings;
- Tanks, pipes, plumbing, wiring, drains and other fittings for water, gas and electricity which just serve your home;
- Individual central-heating and hot-water systems and radiators;
- Individual garden areas and outbuildings and sheds which are for your individual use (if you have one).
- Building insurance adequate to cover the costs of clearing your share of the site and the rebuilding of your home in the unfortunate of total loss (North Lincolnshire Homes usually arrange this cover and pass on the cost as part of the service charge you pay)

There are other charges and services for your home which are outside the conditions of your lease and so these are responsibility. These include:

- Contents insurance;
- Gas, water and electricity charges;
- Council Tax;
- Residents' parking charges; and
- Garage or parking-space rent (if you rent these from us).

Your rights

The lease sets out your rights of access to your home and the shared parts of the block, and your rights to use the shared services and facilities.

Your responsibilities

You have a responsibility to pay the charges due under your lease – the ground rent and the service charge.

The lease also sets out various restrictions for you, your family, your visitors and anyone else who lives in your home on how you and they live in and use your home. These are similar to the conditions in the tenancy agreement for our tenants, and are there to make sure that no actions of the residents cause a nuisance to others or cause damage to the building.

You must do the following.

- Keep your home in good repair and condition.
- Not do anything, or allow anyone else in your household or your guests to do anything, which might cause damage, be a nuisance or disturbance to any of the other residents in your building, or any neighbouring buildings.
- Not make any structural alterations or additions unless you have got our permission, in writing, first. You may also require planning permission and building regulations approval for this and it is the leaseholders responsibility to confirm these with the relevant authority as separate approvals.
- Allow us into your home to carry out repairs to or inspection of your flat or other parts of the building, or to neighbouring properties, if we give you reasonable notice in writing (except in emergencies).
- Allow us into your home to carry out repairs to your flat which are your responsibility if you have failed to do them yourself.
- Take responsibility for any overflows servicing you flat and for the cost of any damage caused.
- Not to transfer, assign, underlet (sublet) or part with possession of only part of the flat.
- To give notice in writing to North Lincolnshire Homes within 21 days of any transfer or assignment of the flat or legal charge made against the flat such as by the granting of a second mortgage. The written notice of these needs to contain the name address and description of the other party involved together with other details as set out in the lease.

- In the event of any under-letting, (subletting) the leaseholder needs to inform North Lincolnshire Homes within 21 days of the letting, and the address at which they can be contacted by North Lincolnshire Homes.
- Not put up a TV aerial or satellite dish outside the flat or on the building.
- Not display an estate agent's board outside the flat or in a window.
- Not use the flat for running a business.

What we are responsible for

We own and are responsible for the main structure of the building, the shared parts and any shared services to your building or estate. These will depend on where you live and the type of property, but may include:

- Outside walls;
- Inside structural walls;
- Roofs, foundations, timbers, joist beams, chimney stacks, gutters, and rainwater and soil pipes;
- garden boundary walls and communal fencing originally provided by the council, However the cost of this work may all be recharged to the individual leaseholder if it only serves as a boundary to a single property or recharged a fair share of any costs incurred if the item serves a number of homes.
- Lifts;
- Door-entry systems;
- Concierge schemes;
- Caretaking;
- Grounds maintenance;
- Estate lighting;
- Block lighting (entrance halls, stairways and so on); and
- Maintaining estate roads and paths.

The fair proportion of the costs of maintaining these areas is recharged to the leaseholder as part of the annual service charge.

3 Reporting Repairs

You should contact the Housing Repairs Call Centre to report all repairs. There are free phones in the Area Housing Offices. Outside their office hours, you can report emergency repairs by phoning the Housing Repairs Call Centre.

This includes repairs or problems to do with the structure and the shared parts of your building or the estate. It also includes shared services such as lifts and door-entry systems, or central heating or hot water where you don't have your own independent system.

You should also contact the Housing Repairs Call Centre if you have a problem affecting the structure of your flat which you think needs a surveyor to advise you on or to come and inspect – for example, problems with leaks from the roof, dampness, structural cracks and so on. You can explain the problem and they can make an appointment for a surveyor to come to your property if this is necessary.

If you have reported a repair and want to check up on what is happening, you should contact the Housing Repairs Call Centre in the first instance. As a leaseholder, you are responsible for all the repairs inside your home.

4 Service Charges

This section describes what your service charge is and what it covers. It also tells you how you can pay your service charge

Under the conditions of your lease, we are responsible for maintaining and repairing the structure and shared parts of your building and the estate, and for providing services, such as grass cutting and footway lighting. Your service charge is your reasonable share towards these costs.

The service charge doesn't cover any of the costs that relate to services we only provide to our tenants, such as repairs inside their homes, or to their share of communal repairs or services.

The services you pay for depend on your location and type of property, and the different services provided. The service charge is based on our financial year, which runs from 1 April to 31 March.

The basic principle is that you pay your service charge each year in advance on an estimated basis. The estimate covers what we think your share of the cost of the services will be. Then, after the end of the year, we work out your share of the actual costs. We compare the difference between the estimated charge and the actual charge, and adjust your service charge account.

The Initial Five Year Period

This is the first five years from the very start of the lease. An estimate of the total expenditure that North Lincolnshire Homes is likely to incur in that period has to be identified before the Right to Buy sale can take place. This is so that the tenant has a realistic idea of what the service charge will be that they will have to pay. This sum is payable in equal parts over the first five years and the account finalised at the end of that time. It is possible that this estimate has not included totally unexpected expenses that may arise in that period and North Lincolnshire Homes would have to recharge these as additional costs at the end of the fifth full year. If the total amount spent over the five years is less than the service charge paid then the balance can be refunded or carried forward to go towards the next year's costs.

The Annual Service Charge.

After the Initial Five Year Period the accounts balances are done each year.

We have to charge an estimate because we don't know in advance how much the cost of providing services will be. Some charges, for example, block repairs, are difficult to predict because we don't know what repairs will need to be carried out, how many or how often.

We send you your estimated service charge at the start of the financial year – 1 April.

We send the actual service charge six months after the end of the financial year (October).

If the estimated charge was more than the actual charge, we will put a credit on your service charge account for the difference. If the estimated charge is less than the actual charge, we will put a debit on your account.

You can usually pay your service charge in instalments, and we will send you details with your invoice.

We use a set of standard headings for each service on your service charge statement. Each heading is known as a 'head of charge'. A brief description of what each charge covers is included in the table at the back of this booklet.

Leaseholders sometimes ask why they have to pay us a service charge as well as paying Council Tax. You pay us your service charge under your lease, as we are the landlord of your building. It covers your share of the cost of the services we provide to your block or your estate. Council Tax covers the services that the council provides to people who live in the borough such as social services, planning and leisure. The council cannot use Council Tax to pay for the services you receive under your lease. It also means that you are not paying for the same services twice.

How to pay your service charge

The available options such as standing order and who to make payments to are all included on the invoices sent to you annually. If you have any enquiries or problems with these contact the Payments section or person named on the invoice.

Cheques should be made payable to North Lincolnshire Homes

One of the most popular and efficient ways to pay your service charge is by setting up a standing order with your bank and paying by instalments each month. Contact the Payments section if you want a standing order form or to discuss this in more detail.

Please note that the payments section will only deal with payments. If you have any enquiries about, for example, account balances or statement requests, please contact the Home Ownership Services Section.

Difficulties in paying service charges

If you are having difficulties in paying your service charge bills, you should contact the Payments Section to discuss the matter as soon as possible. We will always try to take account of your individual circumstances.

If you fall into debt with your service charges, you will be breaking your lease and we could take legal action. This could lead to you paying extra legal and administration charges, or even losing your home. We want to avoid this so it is very important that you get in touch with us if you fall into debt or have difficulty paying.

Questions about your service charge

People often ask us questions about how we work out charges and about the services.

We work out your service charge based on the information we collect from those who have provided the services, for such things as block or estate repairs or grounds maintenance. We can explain how we have worked out your charge.

To deal with questions about the quality or standard of those services you may need to contact the Area Housing Office as they have the local knowledge of where you live, and manage the services provided.

If you dispute a particular part of your service charge, you must tell us and pay the rest of the charges.

5 Major Work, Building Improvements and Planned Maintenance

Your yearly service charge includes day-to-day repairs and routine maintenance to your building and estate – for example, unblocking drains, replacing broken roof tiles or repairing the main entrance door. These are things which cannot be planned for, and need to be put right as and when they happen.

Other work is more large-scale and carried out on a planned basis, such as outside repairs and decorations, replacing a lift, repairing or replacing windows. We refer to these as 'major works'. Your share of the cost of major works is still a service charge under the conditions of your lease, but if the cost is over a certain figure, we have to carry out a consultation procedure to be able to charge leaseholders. So, it is the cost of the works, rather than the type of work, which in fact decides when the consultation procedure must take place. The procedure is known as 'Section 20 consultation', as this is the section of the Landlord and Tenant Act 1985 where it is set out.

The regulations on consultation changed on 31 October 2003. The new regulations are quite complicated but there are two main changes.

Firstly, the level of spending where we have to consult leaseholders has changed. We now have to consult if the cost of qualifying works to any leaseholder is more than £250.

Qualifying works are repairs, maintenance or improvement work on a building or other premises.

Secondly, we have to follow new procedures where we've entered into a Partnering agreement long-term agreement with a contractor.

Partnering is a long-term agreement with a contractor to provide goods or services which runs for more than 12 months. This can include carrying out major works. We have to consult if we are going to charge leaseholders more than £100 a year for the particular service provided

There are now two main situations when consulting leaseholders on major works.

- Consultation for works if there is a Partnering Agreement.
- Consultation for works if there is no Partnering Agreement

Consultation for Works if a Partnering Agreement.

If we had already chosen the contractor, leaseholders cannot suggest another contractor, but can comment on the proposed works or the likely cost.

We would send a notice of intention to each leaseholder or recognised tenants' association, which:

- Gives a general description of the proposed works;
- Says why the works are necessary;
- Gives an estimate of how much the works will cost us as the landlord; and
- Gives a period of 30 days to make comments in writing about the proposed works or the estimates.

We must consider any written comments we receive in the 30-day period and write back with a response within 21 days.

Consultation for works if there is no Partnering Agreement

There are always two stages, and sometimes a third.

Stage 1

We give a written notice to each leaseholder and recognised tenants' association, which:

- Gives a general description of the proposed works;
- Says why the works are necessary;
- Invites you to put forward a contractor you think we should try to get an estimate from;
- Gives 30 days to send any comments to us in writing.

We must consider any written comments we receive in the 30-day period.

Stage 2

We give each leaseholder a written notice, which:

1. Includes at least two estimates for carrying out the proposed works;
2. Gives a summary and response to any comments we have received;
3. Gives 30 days to send written comments on the estimates.

If we've received an estimate from a contractor put forward by leaseholders, their estimate must be one of the estimates included in the notice. Special rules apply if we receive more than one nomination. Again, we have to consider any written comments we receive in the 30-day period.

Stage 3

After the end of the 30-day period mentioned in stage 2, we can enter into a contract for the works. But if the contract is not awarded to a nominated contractor, or one who gave the lowest estimate, we have to write to you, within 21 days, saying why it was awarded giving a summary of any comments we received and our response.

Consultation for Works where European Union rules apply

There are slightly different arrangements if a public notice is needed. This happens if the cost of the works is at a level where we have to keep to European Union rules for advertising and letting contracts. This is only likely to be for large-scale works. The landlord must still serve a notice of intention on the service charge payers. The main differences are;

- Leaseholders cannot put forward a contractor because we have to give public notice of the contract.
- The Landlord must include a statement in the notice of intention that nominations are not being invited from them because public notice is to be given for the agreement, or contract for works.

However, in cases where the works are considered urgent, for example, a leaking roof or a dangerous structure, or in other cases where the landlord wishes to proceed quickly, the landlord may apply to the Leasehold Valuation Tribunals (LVT) for an order to dispense with the consultation procedure. In such cases the Leasehold Valuation Tribunal will notify service charge payers of the proposal.

6 Building Insurance

This section describes how your buildings insurance works and who to contact with any questions you may have about the policy, what it covers and how to pay.

We arrange building-insurance cover for leasehold properties under a blanket policy protecting all leasehold properties. It is a condition of your lease that we arrange buildings insurance cover which is adequate to cover the cost of rebuilding or reinstating the building in the event of it being destroyed by normal insured risk so you cannot just arrange your own cover. However if you wish to arrange your own insurance cover after the Initial Five Year Period providing the cover at least equal to the cover we arrange we are prepared to consider this, a current certified copy of the insurance certificate and cover provided would be required at all times.

If you have just bought your home under the Right to Buy, Preserved Right to Buy or Right to Acquire it will be covered from the date of completion, and the cost will be included in the Initial Five Year estimate and included in the service charge invoices sent to you.

The Home Ownership Services Section manages the policy. We will send you a copy of the renewal policy each year as it falls due together with the insurance information details. You should also receive a booklet which explains the cover provided.

If you bought your home on the open market, the service charge will be finalised to the date of sale and we will ask the sellers to settle their account with us. The purchasers will pay the service charge including the remainder of the premium for of the current year on completion, an invoice will be sent when the accounts are balanced.

Under the blanket policy, your property will be given an 'insured value' which is the cost of rebuilding your home. The rebuilding value is different from the actual value of your home if you sold it. We adjust the insured value every year in line with changes made in the House Rebuilding Cost Index.

We assessed the initial value when the property was first sold, and index linking makes sure that the value is kept up to date. But, if you or your lender would like to increase the insured value, please write to the Home Ownership Services Section explaining the reason for this. Your request will be considered and a response will be given.

The buildings insurance does not cover the contents of your home, and you will need to make your own arrangements for contents insurance.

How to claim

All advice and instructions on what is covered and how to make a claim are included in the information pack and booklet provided.

Contact the Home Ownership Service Section for help with this if you require further information.

7 Selling your flat

This section describes what you need to do if you are thinking of selling your property and when you do sell you flat.

You need to contact the Home Ownership Service and inform them so that they can start compiling the information needed to close your service charge account and start to prepare a new pack for any future owner.

Your estate agent, seller or solicitor may need information from us to complete the sale. This needs to be requested early in the process so that your sale completion is not delayed because the information may not be readily available.

After the sale goes through

We need to update our records once a sale has taken place. There is a set procedure for this – the new owners should make sure their solicitors send a Notice of Assignment to the Home Ownership Services Section, together with the correct fee. This is a condition of the lease and notices must be sent within 21 days after the sale has been completed.

We can only update our records to show the new owners once we have received and acknowledged the notice. We cannot change our records without this, even if, for example, the new owners have already told another part of the Housing Association, such as the Repairs Service.

8 Buying the Freehold of the Block

This section explains when you can apply to buy the freehold of your building and how to go about it.

A group of leaseholders may have the right to buy the freehold of their building. This is known as enfranchisement.

There must be two or more flats in the building and at least two-thirds of all the flats in the building must be owned by 'qualifying tenants' for your building to qualify for enfranchisement. For example, if there are four flats in the building, at least three must be owned by leaseholders who are qualifying tenants for the building to qualify.

A 'qualifying tenant' means that you own a long lease. If your lease was originally granted under the 'Right to Buy' legislation, you will be a qualifying tenant. It doesn't matter if you are the original buyer or not.

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

If your building doesn't qualify, you can still apply to extend your own lease.

The process is quite complicated so we recommend that you talk to the other residents in your building and get independent advice before you go ahead.

Who owns the freehold after enfranchisement?

When a group of leaseholders makes a formal application, they have to say who is going to own the freehold and become the new landlord. This is called the 'nominee purchaser'.

This could be some or all the group of leaseholders, and this may be the easiest solution especially where there are only a few flats in the building. It could also be someone else who has no interest in the building.

As a group, you will need to meet and discuss who should own and run the building at an early stage.

The law is going to change on who owns the freehold after enfranchisement. The right to buy the freehold will only be given to a 'Right to Enfranchise' (RTE) company, which is a company set up by the leaseholders to buy the freehold. This will apply even if there are only two flats in the building.

If there are any flats in the building we still own, the new freeholder has to give us a 'leaseback' of these flats. This will protect the rights of any of our tenants who live in the building.

What you have to do

Firstly, you will want to check your eligibility. You can give us a discovery notice, which will give you some information about whether your building qualifies. We must respond within 28 days. This notice does not commit you to anything, and you can serve it yourself without talking to or involving the other residents.

In practice, you do not need to serve a formal discovery notice. If you write to us, we will be able to tell you if your building qualifies. We may be able to give you a very general guide to the range of prices for freeholds, but we cannot tell you exactly what you can expect to pay. We can only do this by asking a valuer to carry out an inspection for which there would be a charge.

Serving a legal notice called an initial notice starts off the formal process. Once you have given us the notice, you will be liable for our costs, even if you do not go on to buy the freehold.

The notice must contain specific information to be valid, which includes:

- Details of the building which you want to buy, including a plan;
- A statement that the building qualifies;
- The names and addresses of all the qualifying tenants, and details of their leases;
- The name and address of the buyer; and
- The proposed price.

We recommend that you get professional legal and valuation advice to make sure the notice is valid.

Agreeing terms and completing the sale

You must give us at least two months from the date of the notice to respond. The response is called a counter notice. We will:

- Agree and accept your conditions for example, the price;
- Propose other conditions; or
- Disagree that you have the right to buy the freehold.

Both sides then have up to six months to agree the conditions of the sale and the price. If we cannot agree conditions, after two months but no later than six months from the counter notice, either side can apply to the Leasehold Valuation Tribunal to make a decision on the dispute.

All the leaseholders who are taking part will have to pay any outstanding service charges before the sale can be completed.

9 Extending your lease

This section explains the circumstances when you can apply to extend your lease and how to do it.

Why extend your lease?

In almost all cases, your lease runs for a period or term of 125 years from the date of the first sale of your flat by the council or Housing Association. This means there is likely to be about 100 years left to run. The amount of time left is sometimes known as the 'unexpired term'. At the end of the lease term, your flat would return to the ownership of the landlord.

As the number of years left on the lease runs down, this may eventually affect its value, but this is unlikely to affect you as most leases have a lot of years left.

The Home Ownership Services Section can give you general advice about extending your lease, but we cannot tell you what you might have to pay for it. This is because we would have to ask a valuer who would charge us for looking at the lease and visiting the property.

Who can apply to extend their lease?

Leaseholders who can meet a simple legal requirement have a right to extend their lease. To be able to extend your lease, you must have owned your flat for at least two years. You then have the right to buy a new lease for a term of 90 years on top of the number of years left on your existing lease. Your extended lease will have very similar conditions to your old one, except there will be a 'peppercorn' ground rent, which means you won't in fact have to pay a ground rent.

If you do not qualify to apply to buy the freehold under the 'enfranchisement' rules, or if there are not enough people interested in getting together to buy the freehold, you can still apply on your own to extend your lease as long as you have owned your flat for two years.

You will have to pay the Housing Association for extending your lease, so you will need to think very carefully if it is going to be worthwhile doing this. You have to put forward the price you think you should pay. You will also have to pay our costs as well as your own legal and valuation costs.

What you have to do

If you decide to apply to extend your lease, you will need to serve us with a formal notice. This has to include specific information including what you think you should pay for the lease extension. It is likely that you will need to get a solicitor to draw up the notice. Serving the notice commits you to paying our costs, so you must have thought things through first. The date the notice is served becomes the date on which we will work out

the valuation in any negotiations later on. The notice gives us at least two months to respond.

We can visit your property to carry out a valuation for our own use in negotiations if we give you three days' notice.

We have to respond to your formal notice by serving what is called a 'counter notice'. This will either accept your proposed payment and any other proposals, or put forward our own proposals. There then follows a period in which the two sides negotiate terms. This period must be at least two months but not more than six months. If we cannot agree, either side can apply to the Leasehold Valuation Tribunal who will make an independent decision on the issues which both sides will have to follow.

Once you have served a notice, you can apply to register your application at the Land Registry. This means that if the freehold changes hands, your application to extend the lease will continue with the new owner of the freehold.

If you decide to sell your flat once you have served the notice, you can also sell on your application to extend the lease and the new owner can take over from you. They don't have to wait for two years before they can meet the ownership requirement.

10 Getting our permission - Carrying out Improvements and Alterations

This section explains when you have to get our permission if you want to improve your home by carrying out alterations or other building work, or if you are planning to rent out your home.

If you want to carry out any structural alterations or additions to your home, you first need to get our permission as your landlord. This is a requirement of your lease.

Examples of work you need permission for include replacing windows, fitting a new bathroom or shower, building an extension or converting a loft. It is unlikely that you currently own the loft even if the only access to it is from your home.

This applies to all work which will alter the structure or layout of your property, even if, for example, you want to take down an inside wall that is not part of the main structure.

Before you apply for our permission

As well as getting our permission as your landlord, you may also need to get planning permission, from the council as the local planning authority. Whether you require planning permission or not you still need to get our permission before you can go ahead. You may also need approval from Building Control.

If you do work without getting permission, you would be breaking the conditions of your lease.

We cannot process an application for our permission if you owe service charges. If you have an outstanding balance, you need to contact the Payments Section to discuss payment options.

If you want to build an extension, put up a conservatory or convert loft space, you need to check that you own the space you want to alter or use, for example, if the garden is shared, you would not be able to build an extension over it. The roof space is not included in the ownership of an individual flat, even if it seems that only you have access to it. In this case, you would need to ask us if it would be possible to buy the roof space.

What you need to do

If you are thinking about carrying out alterations at your property, you should contact the Home Ownership Services Section to ask for an application form. We will carry out initial checks and then pass your application to your Area Housing Office, who will arrange for a building surveyor to visit your property.

The surveyor will report back to us as soon as they have made a decision on your application.

If we are happy for you to continue, we will write to you. You must not start until you have permission.

Once the work has been completed, you should contact us to arrange for the property to be re-inspected. If the surveyor is happy with the work, they will confirm this and we will confirm in writing that we are satisfied

Subletting

As a leaseholder, you have the right to sublet your property. However, you must register with us before the subletting begins. In order to register your property as being sublet, you need to send the following to your Home Ownership Services Section.

- *A certified copy of the tenancy agreement.*
- *Your address.*
- *The names of tenants and a contact number.*

Even though you are not living in the property, you are still responsible for making sure that the conditions of the lease are followed. You must make sure that the tenancy agreement covers all the obligations in the lease. If your tenant or tenants do not follow the conditions of the lease, you will be responsible. We cannot get involved in any difficulties you may have with your tenant.

11 Buying extra land or buying the loft space

This section describes what you need to do if you want to buy extra land or buy the loft space

We will consider requests to sell extra land, including garden or unused areas, which are not shared or owned by anyone else, and garages which are part of your building. We have to sell the land at the current market rate.

If you are interested in carrying out a loft conversion or creating a roof terrace, for example, and the area does not belong to you (which is usually the case), you would need to buy the roof space. We also class this as buying extra land. If you are thinking about a loft conversion, you will also need to get our permission to do the work itself

Usually, you would buy the extra land – for example, the roof space or garage – through a new lease of the area in question, which would run alongside the existing lease of your flat.

There are some areas of land which we cannot usually sell, including garages which are in a separate block, or roof spaces with shared water tanks or other services.

What you have to do

The first step is to write to us to apply to buy the extra land. We will carry out initial checks and then send your request to your Area Housing Office, who will consider the following.

- Is the area self-contained or easily identifiable as belonging to you?
- Would the sale interfere with our ability to maintain, renew or service any part of the building or shared and outside areas? The sale must not cause any disadvantage to other people living in the building or neighbouring buildings.
- Are there any plans to refurbish, renew or develop the area that will prevent the area being sold?

We will let you know the Area Housing Office's decision, and if they accept your request, we also tell you the estimated price range, the cost of the valuation fee, and any other conditions set. If the request to buy the land is turned down, we will explain the reason.

The next stage is for you to send us the valuation fee of, and we will ask our Valuer to arrange a valuation. We will tell you, in writing, the valuation price and any other costs, for example, the legal costs and the conditions of sale. If you decide to go ahead, you should let us know and we will tell our Legal Services to agree formal conditions of sale with you and your solicitor.

12 What we provide and where we are

This section describes what services we provide and how to contact us.

The main role of The Home Ownership Services Section is to work out day-to-day service charges, insurance arrangements and major works charges from leaseholders, and to send out the formal notices (known as a 'Section 20 notice') before major works take place. We also deal with any enquiries about any of these charges.

Your service charge is your share of the cost of the services we provide to your block or estate. We work out your share of the cost by collecting information on what has been spent from the different parts of North Lincolnshire Homes that provide the services.

Direct estate and block services such as such estate management, caretaking, day-to-day repairs and major repairs are provided to all residents (leaseholders and tenants) in the buildings or on the estates the housing association owns. These services are managed by the housing association. So, if you have enquiries about, for example, the quality or extent of the services you receive in your block or on your estate, you may need to contact your local Area Housing Office in the first instance.

The Home Ownership Services Section, look after the administrative side of managing the leasehold properties, and particularly the housing association's role as landlord, for example, if you decide to sell your property or need permission to make alterations this is the initial section for you to contact.

How to find us

The Home Ownership Officer
Meridian House
Normanby Road
Scunthopre
North Lincolnshire
DN15 8QZ
Telephone 01724 298618

Why we have to charge you for certain services

Some requests are for services which only you will benefit from, for example, providing information to your solicitors if you are selling your flat, or if you want to apply for permission to carry out structural work. These are extra services that aren't covered by the service charge, which is for services that benefit all residents in a building or on an estate.

It wouldn't be fair to ask all leaseholders to pay for a service that only the leaseholder who made the request would benefit from.

A mixture of leaseholders and tenants live in the properties North Lincolnshire Homes own and are responsible for the day-to-day management and upkeep of all properties, no matter whether you are a tenant or if you own your own flat. There are some services which don't affect leaseholders, such as repairs inside individual properties, letting properties, re-servicing empty properties and collecting rent. But most of the day-to-day services on your estate or in your block are provided by the Area Housing Office.

You should contact your Area Housing Office in the first instance if you have questions about:

- Caretaking;
- Grounds maintenance or work to trees in shared gardens;
- Estate lighting;
- Renting garages and parking spaces; and
- Reporting nuisance and antisocial behaviour.

Other services include a free phone to call the North Lincolnshire Homes Repairs Call Centre to report repairs.

13 Getting involved

This section describes how you can have a say in the way we provide services to you.

Leasehold Forum

We have set up the Leasehold Forum to represent the collective views of our leaseholders.

The main aims of the Forum are to:

- Make sure you are consulted about issues and procedures that affect you;
- Co-ordinate your concerns and present them to our senior management;
- Advise and make decisions on proposals to change leasehold policies and practices;
and
- Improve communications.

The Forum usually meets three or four times a year. Meetings take place usually on a Wednesday. You are welcome to come to the meetings. If you want details of future meetings, you can contact The Home Ownership Services Section. All leaseholders will be informed in advance of the date and time of the next meeting.

Tenants' and residents' associations

We support the development of tenants and residents associations who can represent the views of our tenants and leaseholders. These associations offer a better chance to get those views across.

If you want more information, you can contact our Resident Involvement section.

14 Getting more advice

This section shows how you can get more help and advice on the topics covered in this guide.

If you want more advice on any of the topics in this handbook, you should contact the Home Ownership Services Section.

Sometimes, you may want independent advice. You can contact the Leasehold Advisory Service (LEASE) which is an

Independent agency funded by the Government.

Its address is:

The Leasehold Advisory Service (LEASE)

2nd Floor

31 Worship Street

LONDON

EC2A DX

Tel: 020 7374 5380

Fax: 020 7374 5373

E-mail: info@lease-advice.org

Website: www.lease-advice.org

Leasehold Valuation Tribunals (LVTs)

These are independent and unbiased tribunals who can sort out problems or disagreements you have about how reasonable your service charge is, including day-to-day service charges, management charges or major works. Both the landlord and leaseholders can apply to the tribunal.

We recommend that you get independent advice before you make an application.

Sometimes, the tribunal will hold a review of the case before the trial and, even if this doesn't take place, it can direct both sides to present evidence and statements and set deadlines to provide these. If the instructions aren't followed, this can harm either side's case. If you have made the application and don't follow the instructions, your application could be dismissed.

LVTs are less formal and quicker than court proceedings. The tribunal asks both sides to put forward their case and present evidence to support it. You do not have to be represented by a solicitor or barrister, but may find that you need professional advice or support.

Publications

The government department which is responsible for housing and leasehold matters is the Department for Communities and Local Government. It produces a lot of useful information on leasehold topics, including leaflets which you can download from their web site at: www.communities.gov.uk

Leaflets include:

- Leasehold flats – your right to buy the freehold or renew your lease;
- Long leaseholders – your rights and responsibilities; and
- Applying to a Leasehold Valuation Tribunal.

You can get copies of these and a list of all housing booklets from:

Communities and Local Government Publications
PO Box 236
Wetherby
LS23 7NB.

Phone: 0870 1226 236

Fax: 0870 1226 237

E-mail: communities@twoten.press.net

15 Useful contacts and addresses

Home Ownership Officer
Meridian House
Normanby Road
Scunthorpe
North Lincolnshire
DN15 8QZ
Tel: 01724 279900 or 0800 032 6363

Customer Centre
15 – 19 Cole Street
Scunthorpe
North Lincolnshire
DN15 6QY
Tel: 01724 279900 or 0800 032 6363

Communities and Local Government Publications
PO Box 236
Wetherby
LS23 7NB
Tel: 0870 1226 236
Fax: 0870 1226 237
Email: communities@twoten.press.net

The Leasehold Advisory Service (LEASE)
2nd Floor
31 Worship Street
LONDON
EC2A 2DX
Tel: 020 7374 5380
Fax: 020 7374 5373

Please visit www.nlhomes.org.uk for further information regarding North Lincolnshire Homes services.

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17 Service Charge groups-

An example of services provided and how these relate to the charges made.

HEAD OF CHARGE	DESCRIPTION
Block repairs	The cost of day-to-day repairs and maintenance items to the block or building, including
Block lighting	A contribution towards the costs of sharing lighting to your block
Estate repairs	The cost of repairing and maintaining the estate
Estate lighting	A contribution towards the costs of shared lighting to your estate or outside lighting
Caretaking & cleaning	Duties include cleaning shared corridors and staircases, picking up litter from outside areas, reporting damage and disrepair, and dealing with blocked rubbish chutes
Ground rent	This is normally a set charge of £10 each year
Grounds maintenance	The cost of taking care of the shared landscape, grassed and planted areas of your block and the estate
TV aerial	This charge covers the maintenance costs for the shared TV aerial system to your block
Management	Managing leasehold properties and service charges, including working out and collecting your service charge. It goes towards our costs and overheads

18 Translations

To report a repair please call (freephone) 0800 032 63 63

For general enquiries call 01724 279900

No English?

For information please call:

08000 193530 (Arabic) للحصول على المزيد من المعلومات اتصل بـ:

তথ্যগুলি বাংলায় জানতে হলে এই নম্বরে ফোন করুন: 08000 193531 (Bengali)

欲知粵語版的信息，請致電: 08000 193532 (Cantonese)

हिन्दी में जानकारी के लिये 08000 193533 पर फोन करें (Hindi)

08000 193537 به کوردی سۆزانی ته له فۆن بۆ ژماره (Kurdish Sorani)

Para mais informação em português contacte-nos através do telefone 08000 193538 (Portuguese)

ਪੰਜਾਬੀ ਵਿਚ ਜਾਣਕਾਰੀ ਲਈ 08000 193539 'ਤੇ ਫੋਨ ਕਰੋ (Punjabi)

“Warbixinta oo af Soomaali ah wac 08000 193540” (Somali)

08000 193541 اردو میں انفارمیشن کے لیے اس ٹیلیفون نمبر پر رابطہ فرمائیں۔ (Urdu)

Nie mówisz po angielsku? Po informacji zadzwoń pod numer 08000 195587 (Polish)

Не знаете английский? Для информации звоните 08000 195586 (Russian)