



Leaseholder Handbook
August 2021

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1.0

Introduction

- 1.1 The aim of this handbook is to provide you with handy source of reference following the purchase of your home.
- 1.2 The handbook outlines your rights and responsibilities as a leaseholder and Ashfield District Council's Council's obligations to you as a landlord.
- 1.3 This handbook does not replace your lease and is not a legal document. You should always refer to your lease and other documents provided to you when you purchased the property.
- 1.4 If you are in doubt about your responsibilities as a leaseholder, you should seek independent advice.

2.0

Buying the property

- 2.1 Buying the property is a large financial commitment. It is important that you are aware of your commitments and the ongoing costs likely to be incurred.
- 2.2 As a leaseholder, you need to be aware of the following:-
 - Terms of the lease and your responsibilities as a leaseholder.
 - The annual service charges payable.
 - Any anticipated major works, the costs of and the financial assistance which may be available.
 - The financial commitments you are making under the lease.
- 2.3 You as the Leaseholder are responsible for the running costs of the property including:-
 - Power (electric/gas).
 - Water.
 - Council Tax.
 - Insurance (Building and Contents).
 - Mortgage (if applicable).
 - Annual services (which may include cleaning of the block, repair/maintenance of the communal block and other charges).
 - Repairs and improvement to the building structure and services will require you to pay a proportional share of one-off major works to the Building and Properties. All applicable costs will be passed on to you. Please note costs of works can be considerable and so budgeting monthly for future major repairs is recommended.



3.0 What is a lease?

- 3.1** The lease is a legally binding contract between you and the Council that sets out terms on which the landlord allows the leaseholder to occupy the property described in the lease. It details the responsibilities of both parties.
- 3.2** It is important to remember that, as a leaseholder, you have not purchased the bricks and mortar of the property, as you would if you had purchased a property freehold. Though the commencement date of the lease may vary depending on the date of the first lease granted in the block in which your property is situated, you have the right to live in your property for the term of the lease. If you purchased your property from another Leaseholder, you would need to check how much time remains on the lease.
- 3.3** The Council remains the owner of the building in which the flat is situated, and the land upon which it is built and is, therefore, the landlord of the tenant or the leaseholder.
- 3.4** A leaseholder may have acquired the property as the original purchaser under the 'Right to Buy' scheme, or by purchasing it from an existing leaseholder. The lease gives the leaseholder the right to live in the property in accordance with the terms and conditions of the signed lease agreement.
- 3.5** The lease will set out your legal obligations as leaseholder and will also state that you must contribute towards the cost of managing and maintaining the building in which your property is situated. The lease explains what parts of the property you have purchased and what rights you may have over the communal areas.
- 3.6** A copy of your lease should have been given to you by your Solicitor when you purchased your property. While the leases contain standard clauses, they are individually tailored for each property and you should always consult your lease first if you have any questions about your property.
- 3.7** Your Solicitor should have also explained the main provisions of the lease to you when you purchased the property. Whilst this handbook attempts to give you guidance, it will not cover everything relating specifically to your individual property and therefore if you have any questions concerning the lease provisions you should take your own advice from your solicitor/legal professional or appropriate advice service.

4.0

Your responsibilities as a leaseholder

4.1 The lease sets out the obligations of the leaseholders and these include:

- The extent of the lease.
- Paying the yearly ground rent, the insurance premium and the service charges on time.
- Keeping the inside of the property in good repair.
- Notifying the Council of any change in ownership, including transfer of lease, mortgage or subletting.
- To give notice to the Landlord of any defect in or want of repair or damage to the Property or Building for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.
- Allowing the Council all reasonable access to the property, and to carry out repairs and improvements to the parts of the building for which it is responsible.
- Using the property for residential purposes only and not for any type of business.
- Not causing a nuisance to adjoining property or other residents.
- Not causing any obstruction or safety hazards to common areas (i.e. stairwells).
- Obtaining written permission from the Council to carry out any structural work or alterations.

4.2 As a Leaseholder, you also have a duty of care to report any repairs required for the building or property.

5.0

Landlord responsibilities

5.1 The lease also sets out the Council's obligations. These include:

- The management of the building.
- Improving, repairing and maintaining the external structure of the building and any communal areas, subject to the payment by the leaseholder of a reasonable service charge.
- Delivering all other services as set out in the lease and recharging as appropriate.
- To enter your property to carry out repairs if there would be otherwise a danger to other residents, having given reasonable notice (Unless in an emergency).
- Consulting with you before it carries out any major work or improvements to your building and before it enters into any long-term contract for providing services.
- To charge leaseholders a fair and reasonable contribution of the cost of works to the building and communal areas.
- Forfeiting (terminate) the lease if the leaseholder is in breach of the terms of the lease. Similarly, the leaseholder may challenge the Council if it is in breach of its obligations under the lease. The right to forfeit is strictly controlled by law to give the leaseholder a chance to resolve any breaches of the lease terms before the Council can repossess the property.

5.2 The building you live in is managed by the Housing and Assets Directorate, a Department of Ashfield District Council. Various Departments within Ashfield District Council are responsible for providing services to you including:

- Responsive and Void Maintenance Section – for District Heating Faults (if applicable) and repairs to the building and communal areas.
- Planned Cyclical and Maintenance Section – for queries on planned maintenance works and painting to leasehold properties.
- Assets and Investment Section – for queries in relation to major works.
- Housing Management and Tenancy Services Section – for queries on estate management issues, council properties and permission requests for improvements.
- Lettings and Right to Buy Section – for queries on Right to Buy and garages and plots on garage sites.
- Community Protection Team – for reports of anti-social behaviour.
- Finance Section – For building insurance queries/claims.
- Revenue and Customer Services – for queries in relation to leaseholder charges including ground rent, annual service charges, district heating and grounds maintenance charges.
- Environmental Services Team – For grounds maintenance (communal grass cutting) services and refuse collection/waste and recycling (including Garden Waste Collection).
- Revenues and Support Section – For queries in relation to Housing Benefit and Council Tax Support.
- Legal Services – for any queries in relation to the lease generally.

Your first point of contact is the relevant Department above by contacting **01623 450000**.



6.0 Repairs and Maintenance

6.1 The Council is responsible for structure of the building.

6.2 The Council and leaseholders have certain responsibilities under the terms of the lease. Please find below a summary of the main responsibilities below. Please refer to your lease for full details:

Council Responsibility	Leaseholder Responsibility
All issues relating to the external structure and communal areas of the building.	Internal decoration of own flat.
All communal areas both internal and external.	Internal floor coverings and floor boards.
All shared fixtures and fittings including rainwater pipes, gutters and fascia boards.	Internal fixtures and fittings which include internal pipes, taps, sinks and sanitary fittings.
The provision of any communal TV aerial, cleaning service and communal electricity.	The maintenance of any heating system exclusive to the leaseholder's property including annual gas servicing and any repairs.
The maintenance of communal heating systems.	Fences and boundary walls that have been sold to the leaseholder as indicated in the lease agreement.
The repair and maintenance of any shared pathways, boundary walls and car parking areas, as well as communal gardens and grassed areas.	Fuses, light fittings and other electrical and gas appliances, including the connection to mains electrical and gas supplies provided by authorised supply companies exclusive to the leaseholder's property.
The provision of an adequate buildings insurance policy.	Replacement of glazing, damage to internal frames and internal cleaning of windows.
External sewers and drains.	Any additions to the original structure that you have made with our consent including conservatories, porches and sheds.
Maintenance of communal doors and the door entry systems that serve the block.	The freezing or bursting of internal pipes.
Fire safety equipment.	Internal wall coverings as well as internal doors, tiles and skirting boards and the like.
External Window frames, handles and hinges.	
Maintenance of outbuildings including doors and fittings where they have not been conveyed with the flat.	Outbuildings including communal repairs are the responsibility of the leaseholder where they have been conveyed with the flat. Roof works, such as replacement tiles when they are on a ground floor flat. Apportionment of costs is related to the proportion of the communal block.

6.0

Repairs and Maintenance continued

- 6.3** In some instances, following surveys, listening to residents or whilst routine repairs are being carried out, we may identify the need to carry out major repair and improvement projects. This work may include replacement windows or roofs or installation of door entry systems.
- 6.4** As the landlord, we are responsible for ensuring the gas safety of all residents in the block. As a leaseholder, it is essential that you have your gas appliance/s serviced annually by a Gas Safe registered contractor. The IET Wiring Regulations BS:7671:2018 require that you have the electrical installation within your property checked by a qualified electrician every 10-years, this regulatory frequency is reduced to every 5-years if you sublet your property. Ashfield District Council request that you keep copies of the Gas Safety Certificate for a minimum of 2-years and the Domestic Electrical Installation Report (DEIR) for the life of the installation for your records. As part of Ashfield District Council's Home Improvement Scheme, we are able to carry out Annual Property Health and Safety Checks to your home at a competitive rate. In order for you to take advantage of this service, please contact Ashfield District Council on **01623 457999** and we can provide you with a free, no obligation quotation for the required works. Alternatively, you may choose to employ your own company to undertake these works on your behalf.
- 6.5** It is your responsibility to ensure that the smoke alarm and carbon monoxide alarm fitted in your home is in good working order and operational at all times. Please test it on a regular basis. It is important for all leaseholders to be aware of fire safety and how to prevent fires in your home. For more guidance on Fire Safety refer to **<https://www.lease-advice.org/topics/?topic=fire-safety>**
- 6.6** You should report repairs for which the Council is responsible either by phone on **01623 457999**, the Council has an Emergency Repairs Service to deal with emergency repairs outside of normal working hours that are the Council's responsibilities as identified in section 6.2.



7.0 Improving your home

7.1 As a Leaseholder, you can improve your home. Under the lease, the Leaseholder is not permitted to carry out alterations without the Landlord's prior written permission. If you carry out alterations to the building or property that have not been permitted by Ashfield District Council, you may be recharged for works if we have to return the building or property to its original condition. In addition, the Council as your landlord may have remedies available under the terms of the lease to require the property and building (where appropriate) to be reinstated at the lessee's cost.

7.2 You will need to obtain permission for the following:-

- CCTV.
- Outhouses/sheds.
- Windows and doors to the exterior of the property.
- Bathroom and kitchen pipework alteration into the stack.
- Alterations to communal areas including gates, doors, key safes etc.
- Gardens allocated to the property & Communal gardens including slabbing, patios, fencing and erection of sheds etc.
- Aerials or additions to the roof space etc.
- Allocated parking, driveways to land owned by Ashfield District Council.

The list is not an exhaustive list and there may be other works that require permission.

7.3 We do not need to know about minor work such as internal decorating or works to internal fixtures and fittings.

7.4 You can request permission for alteration works via email at: **tenancy@ashfield.gov.uk** or by telephoning **01623 450000**.

7.5 Your request will then be passed to either the Housing Management and Tenancy Services Team or the Voids and Responsive Repairs Team to consider the permission request.

7.6 You will then be provided with written confirmation stating whether or not this work is approved. Within the letter it will state any conditions that must be adhered to for your request to be approved. It will include any legislative requirements and any applicable building regulations.

7.7 In some cases, alteration work to the Building or Property may require an application to the County Court for a Deed of Variation. The Leaseholder will be expected to pay the costs of any variation agreement (including the Landlord's professional and legal costs).



8.0 Service Charges

- 8.1** Service Charges are costs that are imposed by Landlords to recover expenses that are incurred as part of providing the service/s to you, your property and the estate where you live.
- 8.2** The service charge year runs from 1st April to 31st March and service charges are payable in arrears. After the end of the financial year the Council will raise an invoice for the actual service charge incurred. See Section 10 for ways to pay.
- 8.3** You will be charged a contribution towards the cost of maintaining the structure of the building in which the flat is situated and any communal areas and services. The cost is spread fairly between the properties that benefit from the particular services. Where the leaseholder buys the property under the 'Right to Buy' scheme, the Council provides an estimate of the service charge for the first five years at valuation stage and may not ask the leaseholder to contribute more than the estimate for those years.
- 8.4** Depending upon the services that you receive, you may be charged for the following:
- Communal Cleaning – cleaning of communal hallways and stairwells.
 - Communal window cleaning.
 - Decoration – pre-painting repairs and painting of communal hallways, stairwells and external painting including fascia's and drainpipes.
 - Door entry systems – maintaining door entry systems that serve the properties.
 - Grounds Maintenance – maintaining communal areas of land, including cutting grass, pruning shrubbery and weed killing on communal paths and drying areas.
 - Supply of communal lighting to the block (not inclusive of repairs and maintenance).
 - Repairs and Maintenance – repairing and maintaining the building and the communal areas including emergency works.
 - Fire risk assessments and associated work.
 - Communal Heating.
 - Digital TV Ariel – some blocks are only authorised to have communal TV and are not permitted to have single satellite dishes.
 - Admin charges.
 - Building insurance.
 - Management costs.
- 8.5** Ground Rent - This is a charge that is paid by the leaseholder to the freeholder (Ashfield District Council), as a condition of the lease. This is set at £10.00 per year and invoiced annually in advance (on the 24th March).



8.0 Service Charges continued

- 8.6** Management Costs - This is a contribution paid towards the Council's overall cost of managing our leasehold portfolio. Items included in management costs are:-
- Issuing invoices and managing service charge accounts.
 - The day to day collection of service charges.
 - Investigating and responding to enquires about service charges.
 - Notifying leaseholders of impending major works, consultation and indicative costs.
 - Dealing with communal repair queries.
 - Dealing with tenant anti-social behaviour.
 - The general management of repairs, maintenance and improvements to the communal parts of the leasehold portfolio.
- 8.7** In addition to annual service charges, you will also be required to contribute to any major works which are required to the structure of the whole building. In these circumstances the leaseholder will need to contribute their proportionate share of the actual cost of the works. The Council does accept that such expenditure may mean the leaseholders are faced with unforeseen large invoices, but the Council may make arrangements with leaseholders to spread the cost.
- 8.8** As a condition of your lease the Council is obliged to provide comprehensive buildings insurance for your property with a reputable company. The costs for this is included in the annual invoice that you receive as a leaseholder.
- 8.9** The insurance does not cover the contents of the leaseholders' property and contents and you should have the appropriate contents insurance in place.
- 8.10** We always aim to calculate charges fairly and correctly, but if you think we have made a mistake or have charged you for works you feel have not been carried out, or is substandard, please contact the relevant Section who will investigate and respond to your query or complaint. You also have the right to apply to an independent Leasehold Valuation Tribunal and both parties will abide by their decision. However, the tribunal can make a charge to hear your case. For further information you can contact the Leasehold Valuation Tribunal direct whose contact details are listed under useful contacts in this handbook.



9.0 Planned Maintenance Works

- 9.1.** Major works are planned one-off (except in an emergency) works of repairs, improvement or redecoration to your building, communal areas or estate. The work is usually needed when a major part of the building requires works to rectify normal wear and tear or weathering. Examples of major works include roof renewals, installation of controlled entry systems, upgrading components to meet changing regulations.
- 9.2** You will be charged for major works in accordance with your lease. The amount due will be your share of the total cost of the 'major works'. A 'major work' is a single piece of work that costs more than £250.00 per flat or maisonette. If an entire block is being refurbished it may be necessary to ask you to move out of your property into alternative accommodation. In such cases prior written notification providing all the details of the works, timeframe, costs and other associated information will be given to you.
- 9.3** The Council is required to consult with its leaseholders about major works. Guidelines are set out in Section 20 of the Landlord and Tenant Act 1985 (as amended in the Commonhold and Leasehold Reform Act 2002).
- 9.4** We will carry out a Section 20 consultation with you before carrying out any major work; so, you should be aware of the works and costs before work starts. The following is only a summary of the consultation process. You can find more information on the Leasehold Advisory Service (LEASE) website <https://www.lease-advice.org>. In instances when Section 20 consultation is not feasible (when emergency work is required), we will apply for a Dispensation Order to ensure that we are compliant with the necessary legislation.

Paying your charges

10.1 There are a variety of options for making payments: When paying an invoice, you can choose to pay it in full or you can request to pay in instalments. With major works and improvements, extended payment terms can normally be arranged. When paying your invoice, there are many payment options available to you.

10.2 You can pay your charges in the following ways:-

- Online at our website: <https://www.ashfield.gov.uk/your-council/pay> using your invoice reference number.
- Telephone payment by credit or debit card on **0800 090 2223**.
- By Direct Debit.

10.3 What if I cannot pay?

If you having trouble paying your service charges, repair charges, and major works invoices please contact the Revenues Enforcement Team on 01623 457325 immediately to discuss your payment options including the leaseholder loans policy.

10.4 Your lease is a legally binding document and by signing your lease you have agreed to pay the costs that Ashfield District Council incur to manage and maintain your property and block. By refusing to pay, you are breaking the terms of your lease and we can go to court to seek judgment against you. In extreme cases, the court may decide that you have seriously broken the terms of your lease and give us possession of your flat. In some cases, we may decide to inform your mortgage lender of the non-payment. If we do go to court, or your mortgage lender, this will incur costs which could be in the region of £5,000 as a minimum and increase to £20,000 for claims that may be disputed increasing your financial problems. It is therefore very important that you work with us to sort out any problem before it escalates. In addition, this could also impact on your credit history.

Selling or letting out your home

- 11.1** It is a requirement of your lease that the Council are notified of the sale within one month of the completion taking place. This needs to be done by way of a formal notice of assignment services by the purchasers' Solicitor to Ashfield District Council's Legal Services. There is a fee for serving a Notice of Assignment which will be outlined in your Lease. The notice of assignment is required in order to update our records. If no notices are received, you could still be liable for any charges against the property.
- 11.2** Prior to the sale of your property you are recommended to obtain from Ashfield District Council's Legal Services team a pre-sale information pack. This is normally requested on your behalf by your Solicitor. The pack contains information that your buyer will need to know, for example:

- Three years' service charge accounts.
- Details of any money owing.
- Information on the buildings insurance policy.
- Planned major works and improvements.
- Any other relevant information.

Your Solicitor should request this pack as soon as possible to avoid undue delays. We do however attempt to respond to these enquires within 30 calendar days. There is an administration fee for providing this pack. Our current fee can be obtained by contacting Legal Services.

In some instances of re-mortgage the above information will also be required and this is subject to the same administration fee.

- 11.3** The Leasehold Reform Act 1993 (as amended) provides the right for leaseholders through a collective enfranchisement to purchase the freehold of the block they live in from the landlord.

To have the right to take part in the enfranchisement process you must be a 'qualifying tenant'. This means you must be a long leaseholder of the flat and you can only buy the freehold with a group of other 'qualifying tenants' providing the building satisfies the following criteria:

- There must be two or more flats in your building. If there are only two flats in the block, both must participate in the exercise.
- At least two thirds of all the flats in the building must be held on long leases.
- Not more than 25% of the internal floor area (apart from common parts such as stairs) of the building is in non-residential use or intended for non-residential use.
- The number of tenants participating must also equal at least half the flats in the block.

The process of enfranchisement can be very complicated and you are recommended to obtain independent legal advice prior to any application. If you purchase the freehold of your block then Ashfield District Council would no longer be your Landlord and as such you would all be responsible for the management, maintenance and insurance costs for your block.

For further information on buying the freehold of your block, please contact Legal Services who will arrange to discuss the matter in further detail. Legal Services cannot however provide you with legal advice and you should instruct your own independent Solicitor if you require information about the legislation or other legal advice in relation to the same.

Leaseholder Involvement

- 12.1** Tenants' and Residents' Association (TRA) or Community Associations (CA) are local groups run by people who live on particular estates both tenants and leaseholders. They have a range of activities and meetings focusing on making their area a better place to live and ensuring that it has a voice. They act as important channels of communication between their estate and us as landlord. For further details on how to get involved with these groups or if you want to get more involved please contact our Project and Partnerships Lead Officer on **01623 450000 option 1 option 3** or via email at **COIN@ashfield.gov.uk**.
- 12.2** Comments, Compliments and Complaints – Our aim is to provide excellent services so if something goes wrong, we want you to tell us. We also like to hear from you when you're happy with our services! We use every compliment, comment or complaint we receive as a chance to the change the way we deliver services.

You can send us your compliments, comments or complaints by phone, e-mail, and letter or by visiting one of our offices or through our website at **<https://www.ashfield.gov.uk/housing/housing-complaints/>** or via email to **housingcomplaints@ashfield.gov.uk**.

We aim to respond to your complaint within 10 working days. If we cannot respond fully in that time, we will acknowledge your complaint and tell you who is dealing with it, and when you can expect a full response.

- 12.3** Leaseholder Service Standards – At Ashfield District Council we aim to provide decent homes and people focussed quality services. This handbook sets out what you can expect in respect of leasehold management.

Data Protection

- 13.1** We take our responsibility to the security of data very seriously. We comply with the Data Protection Act 2018 and the General Data Protection Regulation 2016. More detailed information about our approach can be found at **<https://www.ashfield.gov.uk/your-council/legal-information-public-data/data-protection/>** and see the following link for the Council's Privacy Notice: **<https://www.ashfield.gov.uk/your-council/legal-information-public-data/privacy-notice/>**

Useful Contacts

Leasehold Advisory Service (LEASE)

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

✉ **31 Worship Street, London, EC2A 2DX**

☎ **020 7832 2500**

🌐 **www.lease-advice.org**

The Leasehold Valuation Tribunal (LVT)

The First Tier Tribunal (Property Chamber – Residential Property) has replaced the Leasehold Valuation Tribunal and you can get advice from the lease website above or Citizens' Advice Bureau.

Solicitors

To find a Solicitor in England and Wales, visit **www.lawsociety.org.uk** and click "Find a Solicitor".

Citizens Advice Bureau

🌐 **www.ashfieldca.org.uk**

You can speak to an assessor on **01623 203080**

Monday - 9.30am - 2pm

Tuesday - 12.30pm - 2pm

Wednesday - Friday 9.30am - 2pm

or call our Adviceline on **0800 144 88 48**

Debt Advice

☎ **01623 784385**

@ **debt@ashfieldca.org.uk**

Contact us

🌐 **www.ashfield.gov.uk**

@ **tenancy@ashfield.gov.uk**

☎ **01623 450000**

Visit us: **Ashfield District Council offices at Urban Road, Kirkby-in-Ashfield, Nottingham NG17 8DA.**

Our Offices are open **8.30am to 5.00pm Monday to Friday** and **8.30am to 4.30pm on Fridays.**

To report repairs, please contact our repairs call centre on **01623 457999**.
Emergency repairs can be reported 24 hours a day, seven days a week.