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# Leaseholder Handbook

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# Leaseholder Handbook

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# Welcome to Your Leaseholder Handbook

## 1. Introduction

We aim to provide high quality management services and look forward to working with you, the Leaseholder of your home.

We have tried to include all the essential information about your Lease. If you have any queries that are not answered here, please contact us. Contact details can be found on page 8.

Rykneld Homes Limited (RHL) manages the Leaseholder Service for North East Derbyshire District Council (the Council).

## 2. Your Lease

All flats sold by the Council under the Right to Buy scheme are sold leasehold. This means that as the Leaseholder, you have the right to live in the flat for the period of the Lease. The Council remains the freeholder.

Your Lease outlines what the Council, through its management organisation RHL, is responsible for and what you are responsible for. It will state what part of the building you are buying, and what parts are communal, or shared with other residents in the block.

As a Leaseholder, you have certain obligations such as contributing towards the cost of any services relating to your building or any work to the building and the grounds around it.

### 2.1. Your Main Obligations

- Under the terms of the Lease, you are responsible for paying ground rent and service charges for items such as annual services, repairs and improvements
- Keep your home in good repair, including internal decorations
- If you have an individual garden, keep it well maintained
- Allow RHL access to your home on reasonable notice or in the case of an emergency, immediate access
- All internal communal areas must be kept clear at all times to prevent fire and safety hazards. The only exception is rubber backed door mats outside front doors, which are allowed
- Keep external communal areas tidy
- Seek and gain permission from RHL for any internal or external structural alterations
- Not cause damage to the building or fix any signs or otherwise disfigure any of the building, including communal areas, fences or walls
- Use your property only as a private dwelling (not for business purposes).

- Not cause a nuisance or annoyance to neighbours or let other members of your household, or any visitors, do so
- Obtain permission in writing from RHL to keep a dog or cat. Dogs should not be allowed to foul communal areas.

## **2.2. Rykneld Homes' Main Obligations**

We will:

- Maintain and repair the structure and exterior of the building, including external decorations, individual flat windows (not glazing) and doors
- Maintain and repair all communal areas, both internally and externally, including decorations
- Consult with you concerning certain repairs and maintenance
- Carry out repairs to the building due to events such as fire or floods
- Provide services set out in the Lease, such as cleaning communal areas.

## **3. Service Charges**

### **3.1. Management and Maintenance of Your Home**

As a Leaseholder, your service charge pays your share of the landlord's costs of managing and maintaining the common areas of the building. This will include repairs or improvement works.

If your building is on an estate, you will also be expected to contribute towards the cost of maintaining communal facilities – such as grassed areas.

You will be billed for these services annually.

Service charges, where applicable, will include:

- Electricity for communal lighting
- Maintenance of communal grounds such as grass cutting
- Repairs and maintenance to external communal areas such as footpaths, drying areas, bin stores, fences and boundaries. Prior to purchase, RHL will provide a Section 125 Notice which estimates the cost of these for the first five years of your Lease
- Any repairs and maintenance or improvement works to the exterior of the block such as individual flat doors, windows, roof, roof space, rainwater pipes, external outhouses, brick work, soffit and fascias and external drains
- Any repairs and maintenance or improvements works to internal communal areas such as individual flat doors, communal hallways, communal doors and windows and stairs
- Buildings Insurance – please see below
- Management Fee and Administration.

### 3.2. Costs

We calculate service charges/costs by dividing the total costs of work to a block by the number of flats in it. For example, if a roof repair costs £400, a Leaseholder in a block of four flats would be charged £100. It does not matter whereabouts on the roof the problem occurs, all Leaseholders are responsible for paying a proportionate amount of the cost of repair.

For some major or very expensive works, a loan may be available to help pay the cost.

Alternatively, if you have a mortgage, you could approach your lender who might be willing to extend your mortgage to pay for the costs of the improvements.

If you have a problem paying an invoice, you should contact the Council's Accounts Receivable Department on 01246 231111 as soon as possible, as they may be able to arrange for you to pay by instalments.

If you are experiencing financial difficulties generally, you can seek advice from the Citizens Advice Bureau or the Derbyshire Unemployed Workers Centre. They will be able to advise you on your options.

If you have any queries about your service charges/costs, either about the work charged for or the costs, you should contact our Home Ownership Officer on 01246 217670. If your query is about a specific job, please contact us as soon as the work is carried out, as it may be difficult to resolve a problem if you wait until you receive your bill. We issue invoices annually which could be some time after the work was carried out.

## 4. Major Repairs and Improvements

Under **Section 20 of the Landlord and Tenant Act 1985**, Leaseholders must be consulted where any works to a block of flats would cost each Leaseholder more than £250.

We will write to you and let you know the work necessary and if a contractor is to be appointed. You will have the opportunity to nominate an alternative contractor that meets RHL's criteria in relation to financial standards, quality control, health and safety and employment practices.

We will consult and keep you informed throughout the process. Please remember that you must not make any alterations to the interior structure of your flat, including new windows and doors, without agreement from RHL.

## 5. Servicing of Gas Appliances

To ensure the safety of your gas appliances, it is important that they are serviced annually. If you became a Leaseholder in 2012 or after, your Lease requires you to provide a Gas Engineers Certificate annually to RHL. If you were a Leaseholder prior to this date, we encourage you have an annual service. If you are sub-letting your flat, with the prior written consent of the Council, you must provide your tenant and RHL with a Landlords Gas Safety Certificate to prove the appliances have had an annual check.

Rykneld Homes undertakes an annual service of gas appliances to all the flats we manage within a block and recommend that you should also have an annual service completed. Rykneld Homes can undertake this on your behalf for a charge. To arrange an annual service, please contact the Home Ownership Officer on 01246 217670.

## **6. Buildings Insurance**

It is a requirement of your Lease that you have Buildings Insurance Cover to ensure that you are able to meet any costs in the unlikely event of a fire or other incident. You have the option of insuring your flat yourself or paying NEDDC an annual insurance premium to cover this. You will need to provide a copy of your insurance schedule to the Home Ownership Officer at RHL if you choose to arrange your own buildings insurance.

If you do not send in evidence of your building's insurance, then the Council will charge an annual insurance premium for their insurance.

Contents insurance for your personal possessions such as furniture is your choice, but we would strongly recommend that you take out appropriate insurance.

## **7. Anti-Social Behaviour**

Anti-social behaviour includes general nuisance and different types of conduct or activities that could cause interference and annoyance in the community, such as:

- All kinds of violence, including verbal and physical abuse and threats, whatever the motivation
- Racial and other kinds of harassment motivated by someone's age, disability, faith or sexual orientation
- Domestic violence
- Criminal activity, including burglary, drug dealing or using the premises for unlawful purposes
- Vandalism, graffiti and damage to property
- Noise nuisance at high levels, at unreasonable hours or for long periods of time
- Other nuisances like dumping rubbish, dog fouling, uncontrolled pets, car repairs, dangerous parking and abandoned cars.

### **7.1. How do I Report Anti-Social Behaviour?**

If you consider the situation to be an emergency, such as threats to life, violence or any criminal behaviour, please call 999 in the first instance.

We aim to make it as easy as possible for you to report ASB. We take harassment and ASB very seriously and understand that it is a sensitive and emotive issue. We recognise that people are often reluctant to talk about their experiences and we encourage them to report any incidents in a secure and confidential manner.

Our Community Sustainment team are highly experienced staff who will support you throughout the reporting process and the ASB investigation. They can call on support from our Community Sustainment Officers, and colleagues in other agencies like the Community Safety Partnership and the Police, to help resolve problems, whenever necessary.

## **8. Complaints and Disputes**

Rykneld Homes has a complaints procedure if you have any complaints about any of our services. It is best to contact the Home Ownership Officer in the first instance, as the problem can often be resolved satisfactorily at that stage.

As a Leaseholder, you have both rights and responsibilities, and there are legal procedures for resolving problems. For example, you have legal rights if you wish to dispute your service charges. However, you are advised to discuss problems with us first, as formal appeals – which would be resolved by a Leasehold Valuation Tribunal – would incur costs for you.

You can also seek advice from the Leasehold Advisory Service (LEASE) [www.lease-advice.org/advice](http://www.lease-advice.org/advice), a Government-funded body which can offer you free advice on all matters relating to leasehold ownership. Their contact details are also given under Other Useful Contacts at the end of this handbook.

## **9. Selling Your Property**

Under the Right to Buy legislation, following your purchase from the Council, if you resell your property within five years you will have to repay a proportion of any discount. The amount that would be repayable will depend on the current valuation of your property and the date of purchase and is calculated on a sliding scale.

If you wish to resell within 10 years of the first purchase you must first offer the property for purchase to the freeholder – the Council, its successor in title or a person nominated by them. You will need to contact the Council's Legal Section who can advise you of the procedure before you offer your property on the open market or make a disposal that is not a relevant disposal under the Housing Act 1985.

## **10. Sub-Letting Your Property**

You may sub-let your property to a tenant, but need to advise the Council in writing. You must also make sure that your tenant(s) agree to the contract you have with the Council and ensure that your tenant(s) will follow the conditions of your Lease.

If you do sub-let or assign the property, you are still the Leaseholder and still responsible for the property and the activities of your tenant(s).

Rykneld Homes will need your new address, together with a telephone number for emergency use, as you, and not your tenant, will still be responsible for payment of ground rent, service charges and that your tenant abides by the terms of your Lease. You may also be obligated to advise your mortgage provider.

As a landlord, you will have new legal duties which you need to be aware of, such as the health and safety of your tenant. We would advise you to talk to a Solicitor or Lettings Agency before you embark on letting.

## 10.1. Sub-Letting and Gas Safety

There is now legislation to protect tenants from faulty gas appliances, including the landlord's obligation to have gas appliances serviced annually. If you sub-let, it is your responsibility to have all gas appliances serviced on an annual basis. A copy of the Gas Safety Certificate provided by the Engineer must be sent to the Home Ownership Officer at RHL.

## 10.2. Sub-Letting and Buildings Insurance

It is important for you to maintain Buildings Insurance for the property because if a major incident occurred, you could be held liable for the cost of re-building not only your property but any other property damaged. A copy of the Buildings Insurance Certificate/Schedule must be sent to the Home Ownership Officer on renewal.

**Please Note** – The Council's Building Insurance cannot be used if you sub-let, you will need to get insurance yourself as a landlord.

## 11. Adaptations

If you are finding it more difficult to manage in your present home but do not want to move, there are adaptations you can make to your home to help you live there more easily. Under some circumstances, you may be able to claim a grant towards the cost of any necessary adaptations, called a Disabled Facilities Grant, to make access to your home easier or make internal adjustments. These adaptations could range, for example, from handrails and ramps to converting bathrooms to provide level access bathing facilities. Grants are means tested, and an Occupational Therapist will visit your home to assess your requirements. To find out more information on these services, please telephone Social Services on 0845 6058058/01629 533190, or for general advice, Age Concern on 01246 273333.

## 12. Useful Contacts

Name/Organisation	Contact Details
Home Ownership Officer, RHL	01246 217670 E-mail: <a href="mailto:Homeownership@rykneldhomes.org.uk">Homeownership@rykneldhomes.org.uk</a>
Reporting Repairs	01246 217670 (during Office hours – 0800 hours to 1700 hours); or 0800 121621 (emergency out of hours only)
Reporting Anti-Social Behaviour to RHL	01246 217670
Legal Department (the Council)	01246 217600
The Leasehold Advisory Service	020 7383 9800



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**No English?  
No problem**

**If you require this publication in large print, braille or on audio CD please call us on 01246 217670**

**Rykneld HOMES**  
at the heart of communities

**TALKBACK**

☎ **01246 217670** (ENGLISH)

We care. We want all of our customers to be able to access all of our services. To talk to someone in English, ring this number.

You will not be charged for the TALKBACK service.

☎ **01430 457421** (CANTONESE) 廣東話

☎ **01430 457423** (MANDARIN) 國語

本市政府關心閣下，我們希望區內所有的市民都能夠使用我們所有的服務。請致電上列這一號碼，可用廣東話或國語和我們交談。

免費為你提供此項服務。

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☎ **01430 457422** (ITALIAN)

**Noi ci prendiamo cura di voi.** Il nostro obiettivo è quello di dare a tutti i nostri clienti la possibilità di accedere ai nostri servizi. Per parlare in **italiano**, chiamate questo numero

Questo servizio è senza spese o commissioni

☎ **01430 457426** (URDU) اُردو

ہم احساس کرتے ہیں۔ ہم چاہتے ہیں کہ ہمارے صارفین ہماری تمام سروسز سے استفادہ حاصل کریں۔ اگر آپ کسی سے اُردو میں بات کرنا چاہیں تو اس ٹیلیفون نمبر پر رابطہ کریں اس سروس کو استعمال کرنے کے لیے آپ سے کوئی معاوضہ نہیں لیا جائے گا۔

☎ **01430 457424** (POLISH)

**Dbamy o naszych klientów.** Pragniemy, by wszyscy mogli skorzystać z całości oferowanych przez nas usług. Aby porozmawiać w języku **polskim**, wybierz ten numer telefonu.

Korzystanie z tej usługi jest bezpłatne.

☎ **01430 457425** (PUNJABI)

ਅਸੀਂ ਦੇਖ-ਭਾਲ ਕਰਦੇ ਹਾਂ। ਅਸੀਂ ਚਾਹੁੰਦੇ ਹਾਂ ਕਿ ਸਾਡੇ ਸਾਰੇ ਗਾਹਕ ਸਾਡੀਆਂ ਸਾਰੀਆਂ ਸੇਵਾਵਾਂ ਤੱਕ ਪਹੁੰਚ ਕਰ ਸਕਣ। ਕਿਸੇ ਨਾਲ **ਪੰਜਾਬੀ** ਵਿਚ ਗੱਲਬਾਤ ਕਰਨ ਵਾਸਤੇ, ਇਸ ਨੰਬਰ ਤੇ ਟੈਲੀਫੋਨ ਕਰੋ।

ਇਸ ਸੇਵਾ ਦੀ ਵਰਤੋਂ ਲਈ ਭੁਗਾਡੇ ਕੋਲੋਂ ਪੈਸੇ ਨਹੀਂ ਲਏ ਜਾਣਗੇ।

☎ **0800 731 7878** (OTHER LANGUAGES)