

leaseholders' handbook



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This handbook is intended for all existing leaseholders as well as for people who are thinking of buying a leasehold property. It aims to explain in simple practical terms what it means to be a leaseholder as well as providing information about Incommunities.

Please keep this handbook in a safe place so you can refer to it when you need to.

We'll keep the handbook updated by informing you in writing and via our website at www.incommunities.co.uk

Our aim is to provide a high quality, friendly and value for money service. With this in mind we really do value your feedback and we have enclosed a feedback form at the back of this handbook asking for your views on the information we have provided.

This handbook tells you what your rights and responsibilities are as well as what you can expect from your landlord. It tells you about certain legal rights as well as providing some other useful information.

Please note that the information is a guide only. It should not be relied upon if you are involved in a legal dispute. In the event of any legal dispute it is advised that you seek independent legal advice.

If you would like more information in your own language or in any other format including large print, audio, CD/tape or Braille please telephone us on 254260.

Incommunities useful telephone numbers

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You can visit us in person by pre arranged appointment at our office or telephone us and make an appointment for us to visit you at your home. You can also contact us by email, or write to us at:

Incommunities Leasehold Management Service

Trust House, 5 New Augustus Street, Bradford BD1 5LL.

Telephone: 01274 254260 / 254275

Email: leasehold.management@incommunities.co.uk

Incommunities local area offices

aire-wharfe office	0845 166 0100
east office	01274 257200
north office	01274 254400
shipleigh office	01274 257300
south office	01274 254900
west city office	01274 254700
group head office	01274 254000

Incommunities services

anti-social behaviour hotline (24 hours)	01274 254274
Bradford Homehunter	0845 166 2000
disabled person housing service	0845 120 8163
estate & support services	0845 112 4000
getting involved	01274 257211
home sales & right to buy	01274 254262
housing access & advice	0845 120 8162
to make a payment by debit card	01274 254275
repairs hotline (24 hours)	01274 257003

Incommunities provides affordable, high-quality homes principally for rent in neighbourhoods across the Bradford District. We currently manage around 22,000 homes and another 1,000 leasehold properties.

In addition to our main business of providing quality affordable homes, we also respond to customers' needs and aspirations by offering reliable and effective support on a range of housing related issues. We also provide additional services such as community regeneration, helping people find jobs and training and providing support to vulnerable people.

our vision

- ▶ to provide homes of 1st choice
- ▶ to be an employer of 1st choice
- ▶ to be partner of 1st choice

our values

All employees put the customer 1st and work together for their benefit.

We:

- ▶ listen to and respect the views of all individuals and communities in order to understand and respond to their needs
- ▶ are open, honest, transparent, caring and responsible in all our business dealings

Incommunities is proud to be a partner in a diverse multicultural city.

We embrace equality and value diversity and we are committed to making sure we treat everyone fairly, with dignity and respect.

We want to ensure that everyone in our community can fully access our services and that when they do, they receive the same high standard of service.

Customers' needs differ for a variety of reasons; these could include age, ethnic background, their ability to access services or their ability to participate in the life of their community.

we will:

- ▶ ensure our reception areas and offices have clear signs and are easy for you to access
- ▶ provide information in ways that you find easy to understand
 - Braille
 - different languages
 - large print
- ▶ take prompt and effective action if you face harassment where you live
- ▶ consult as widely as possible about our services and decisions we need to make, ensuring that the methods and venues we use are accessible, meetings are held at appropriate times and that we consider barriers to communication
- ▶ endeavour to adapt improvements and services to meet the individual needs of our customers

A copy of our equality & diversity policy is available via: www.incommunities.co.uk or on request via your local Incommunities office.

It is an essential part of daily work for many Incommunities staff and contractors to make visits to customers' homes.

If you or any members of your household or visitors are smokers, Incommunities requests your co-operation to protect our staff from the effects of passive smoking. We therefore ask smokers to take the following steps when you are expecting a visit.

for one hour before and during the visit:

- ▶ please try to avoid smoking
- ▶ where possible please open windows to ventilate the house before and during the visit

Please try to follow this guidance when you have been given a specific date and time for a visit. If there is no definite appointment time arranged it will still be helpful if you do not smoke during the visit.

Incommunities staff may decide not to enter your home or may cut short a visit if they are concerned about the amount of smoke apparent at the time. If this happens we shall offer to arrange to meet in a suitable smoke-free location or make a new appointment at a time when you feel it would be possible to provide less smoky surroundings in your home.

Almost all flats in England are leasehold, as are many houses. As a long leaseholder (i.e. a tenant under a long lease) you have bought the right to live in your property for a fixed number of years.

about your lease

Your lease is the legal agreement between you the leaseholder (also called the lessee) and Incommunities, (also called the lessor). The lease is an important legal document that sets out the terms and conditions you have agreed to. Please make sure that you familiarise yourself with its contents, your legal obligations and, if necessary, ask your solicitor to explain any passages you may not fully understand.

Keep it in a safe place as you may wish to refer to it from time to time.

Your lease will run for a certain period frequently 125 years. Any subsequent owners will take over the number of years remaining on the lease at the time of purchase. When the period of your lease runs out, the ownership of the property reverts back to Incommunities.

Due to developments in legislation there are a number of different types of leases currently in use by Incommunities and some sections of this handbook may not be relevant to you. If you wish to obtain further information about your responsibilities our leasehold department will be happy to assist you.

The management of all Incommunities leasehold properties is centralised at our office based at Trust House.

These are definitions of some terms you may find in your lease.

the demised premises

- ▶ the property which has been sold to you. It is also shown on the plan enclosed with your lease

the reserved property

- ▶ the parts of the building and estate that Incommunities Ltd own, normally the communal areas of the building or estate in which your property is located

ground rent

- ▶ there may be a requirement to pay an annual Ground Rent for your property and the amount that you will be required to pay and how payment is to be made will be defined

covenants

- ▶ a covenant contained within your Lease will be a legally binding promise between you and the Landlord

There are usually a number of covenants (clauses) within a lease which will cover several areas.

lessor

- ▶ this is the landlord Incommunities Limited

lessee

- ▶ this is you, the long leaseholder

your main rights are:

- ▶ to live in your property for the length of the lease
- ▶ the quiet enjoyment of your property. This means that provided you observe all the terms of your lease we cannot interrupt your occupation of the property
- ▶ you have the right to sell your lease to any one you want to. You can also leave it in a will or give it as a gift
- ▶ you have the the right to ask us to keep the structure and “common parts” of your block in a fit state of repair

additional rights

There are other rights and duties as well as those set out in your lease. Where we as the landlord do not carry out our duties you may be able to take us to a court or a leasehold valuation tribunal to enforce your rights. These rights include:

- ▶ the right to information about the landlord
- ▶ the rights to seek recognition for a Tenants Association (RTA)
- ▶ the right to be consulted about major works and long term agreements
- ▶ the right to information about service charges and the right to challenge the reasonableness of those charges
- ▶ the right to information about insurance
- ▶ the right to take over management of the block without having to prove the landlord has failed in his duty to manage
- ▶ the right to ask the LVT (Leasehold Valuation Tribunal) to appoint a manager where the landlord has failed in his duty to manage
- ▶ the right of compulsory acquisition of the landlords interest in the building in certain other circumstances

continued on the next page

If you have any doubt about your rights or responsibilities then you should seek independent professional advice.

as a leaseholder your main responsibilities include:

- ▶ paying your rent and service charges as set out in your lease. These cater for annual services, repairs, improvements and insurance. Council tax and utility bills are also your responsibility
- ▶ keeping your home in good repair including internal decorations
- ▶ not to make any alterations without first obtaining our permission
- ▶ not to cause any nuisance or annoyance to your neighbours, this applies to all household members and people visiting your property
- ▶ only to sublet the property in accordance with the terms of your lease. In most circumstances you will need to obtain a deed of consent and provide full particulars of the sublet

Incommunities rights & responsibilities

As your landlord we have a range of rights and responsibilities.

We have the right to make decisions about:

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

We will consult you about changes in management and about major repairs and improvements. We have the right to make charges for:

- ▶ ground rent
- ▶ management & administration costs
- ▶ service charges
- ▶ repairs to and the maintenance of shared areas
- ▶ improvements to the block

We have a legal duty to collect from leaseholders their share of the costs of managing and maintaining their block. If we did not do this any tenants would be paying for your share in their rents and that would be breaking financial regulations. It is also a fact that some leases are exempt from having to contribute towards the cost of improvements. Each lease will be checked individually, however after the introduction of the Housing Act 1996, all leases granted after this date will have an allowance for the recovery of charges relating to improvements. This is further extended by the rules relating to the Commonhold & Leasehold Reform Act 2002.

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right of entry in emergencies

We have the right, in some circumstances, to enter your property to carry out repairs if there would otherwise be a danger to other residents. For example if damage is being caused to other properties within the block (for example, if a leak to your plumbing was flooding the flats below).

Our main responsibilities are:

- ▶ keeping your home insured with regard to building insurance. A claim resulting from your negligence will not be upheld
- ▶ we are responsible for keeping the structure and shared areas in good repair
- ▶ providing service charge accounts where we provide services
- ▶ granting permission for acceptable alterations/improvements
- ▶ we have a legal duty to collect from leaseholders their share of the costs of managing and maintaining the building

repairs Incommunities are responsible for

As the landlord we are responsible for keeping the “common parts” of your block in good repair. This means we will look after the structure of the building including the landings, hallways, communal lighting, door entry systems and so on.

repairs we are responsible for include:

- ▶ the roof
- ▶ chimneys
- ▶ gutters
- ▶ rainwater pipes
- ▶ soakaways and drains
- ▶ walls of the building, including foundations
- ▶ soil pipes
- ▶ foul drains
- ▶ inspection chambers, covers, waste pipes etc.
- ▶ window frames
- ▶ communal and external doors
- ▶ external painting at not less than five yearly intervals
- ▶ access steps
- ▶ gates

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-
- ▶ paths
 - ▶ lift maintenance
 - ▶ CCTV & door entry
 - ▶ fire equipment
 - ▶ internal communal area

there are three categories of repairs:

emergency – within 24 hours

This relates to any defects that may affect the health, safety or security of a person at immediate risk, or which adversely affects the structure of the building such as:

- ▶ a burst water main
- ▶ flooding
- ▶ severe storm damage
- ▶ total loss of electricity supply to the block (excluding power cuts)
- ▶ gas leak
- ▶ blocked main drains
- ▶ lift failure
- ▶ fire damage
- ▶ offensive or racist graffiti

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urgent – within seven calendar days

- ▶ roof leaks
- ▶ blocked gutters
- ▶ severe dampness
- ▶ failure of entry phone
- ▶ faulty communal aerial
- ▶ loose or detached banisters or handrail
- ▶ minor faults with communal lighting
- ▶ leaking drains

routine – within 30 calendar days

Defects that can be deferred without serious discomfort, inconvenience or nuisance to the resident or a third party or the long-term deterioration of the building include:

- ▶ repairs to external walls, fences and paths
- ▶ repairs to wall, brickwork, slates and tiles
- ▶ repairs, cleaning of gutters and down-pipes

In addition to repairs, we may also carry out planned maintenance such as:

- ▶ replacement of windows

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- ▶ painting the outside of a building
 - ▶ renewal of roof
 - ▶ internal communal works

you can report a repair which is our responsibility by:

- ▶ telephoning the repairs hotline on 01274 257003, this is a 24 hour service
- ▶ write a letter and deliver it to your local Incommunities office
- ▶ via our website www.incommunities.co.uk
- ▶ utilise the free phone service at any of our local Incommunities offices.

The more information you can give us about the problem, the better our chances of getting the repair done quickly and effectively.

repairs leaseholders are responsible for

Your lease gives details of your responsibilities. Below are some examples:

- ▶ all repairs to the inside of your flat
- ▶ the door furniture (letterbox etc.)
- ▶ all glazing to windows and doors
- ▶ TV aerial and fittings
- ▶ the space and water heating and meters
- ▶ the electric circuits, meter and fittings
- ▶ all plumbing and pipe work within your dwelling
- ▶ fittings and sanitary ware inside the flat other than the common pipes and drains
- ▶ all services including water, gas, electricity and telephone (if any) from point of entry into the flat
- ▶ your individual property boundary hedge/fence
- ▶ any damage to the common parts caused by you, members of your household or your visitors

When you bought your lease you became responsible for paying your share of the costs of maintaining and managing the building. As your landlord we have a legal duty to maintain and manage the building and charge you your share of the cost. Service charges are normally split equally between all the flats in the block.

Incommunities Ltd pays the proportion relating to the rent paying tenants, which is then recharged to them through the rent they pay.

It is very important to note that the cost of these services to tenants is not subsidised by leaseholders.

the first five years

If you buy a property as tenant under the Right to Buy or the Right to Acquire we have to tell you how much your service charges are likely to be in the first five years. We can only do this by thinking about what we are likely to have to do to your block in this time and estimating how much it is likely to cost.

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

This five-year protection period applies to repairs and improvements from the date the first buyer buys the lease. If you sell the lease within this time the next buyer is entitled to what is left of the five-year protection period. There is not a new five-year period each time the lease is sold on.

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service charges

The services you receive will vary depending on where you live. They can be broken down as follows:

- ▶ management & administration
- ▶ buildings insurance
- ▶ grounds maintenance
- ▶ drying areas
- ▶ communal lighting
- ▶ cleaning
- ▶ caretaking
- ▶ security
- ▶ district heating
- ▶ careline
- ▶ fire detection
- ▶ repairs
- ▶ major works

All estates are different and you may not receive all of the services listed above. You will be able to see a breakdown in the service charge invoices which you receive every six months.

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A more detailed explanation of the services we provide can be given as follows:

management and administration charge

This includes the following costs:

- ▶ officers time in responding to queries about any aspect of your lease
- ▶ providing local housing management to the block and estate
- ▶ calculating, billing, collecting and responding to service queries about the charges
- ▶ arranging buildings insurance and making necessary claims for the structure and common parts
- ▶ supporting you if you need to make a claim under the group blanket policy
- ▶ undertaking inspection visits
- ▶ dealing with correspondence and enquiries
- ▶ sundry expenditure on stationery, telephones, etc.
- ▶ provision of a 24hrs emergency repair centre
- ▶ arranging for the appropriate contractors to be available for repairs and maintenance to the building and related administrative work

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buildings insurance

The lease will normally require the landlord to take out adequate insurance for the building and the common parts, giving the right to recover the cost of the premium through the service charge. This policy will not normally cover the possessions of individual leaseholder.

grounds maintenance

This includes grass cutting, and the general maintenance of landscaped areas.

cleaning

Where applicable this includes the cost of providing a cleaning service for the communal parts of the block. This includes staffing costs as well as material costs.

communal Lighting

This this includes the running costs of providing lighting to communal areas. This does not cover the cost of carrying out repairs, which may occur from time to time. The cost of repairs is duly apportioned between the number of dwellings within the block and an apportionment is charged to leaseholder which is included as a repair charge on the service charge invoice.

caretaking

Where applicable this includes the cost of providing a caretaking service and covers the cost of staffing and materials used.

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lift service

Where applicable this includes the cost of providing and running a lift service. It does not; however cover the cost of repairs, which may occur from time to time. The cost of which is duly apportioned between the number of dwellings within the block and an apportionment is then charged to leaseholder.

district heating

Where applicable this includes the fuel and general maintenance of all parts of the heating systems owned by the Bradford Housing Trust. This charge however does not cover the cost for repairs. The cost of which is duly apportioned between the number of dwellings within the block and an apportionment is then charged to the leaseholder.

careline

Where applicable this includes the cost of providing a 24 hour monitoring and response service for elderly and vulnerable leaseholders in the area.

security/concierge

Where applicable this includes the cost of providing a security/concierge service. The charge covers staffing costs as well as the cost of running security equipment such as CCTV.

fire detection service

Where applicable this includes the cost of running a Fire Detection System such as smoke detectors and fire alarms. This charge however does not cover the cost for repairs. The cost of which is duly apportioned between the number of dwellings within the block and an apportionment is charged to leaseholder.

continued on the next page

major works

These are usually large one off works of repair, improvement or redecoration to the structure, external or communal areas of a block or estate complex.

Many leaseholders will find that their service charge invoice includes a charge for routine repairs and maintenance. These 'day-to-day' repairs are usually unplanned and are needed because elements of all buildings occasionally break down or fail in some way.

In contrast, major repairs are usually planned except in emergency situations. They are required as major elements of the building or estate complex wear out and need repair or renewal or when decorations are planned. Incommunities has a rolling programme of re-decoration for all its properties. It is common practice to carry out what are called 'associated works' at the same time. This may include such things as repairing or renewing door and window frames, renewing fascias and gutters, making good loose rendering or mending broken railings.

Leaseholders are only charged for major works when works are carried out to their block or estate.

The cost of the work is usually apportioned equally by dividing the cost between the total numbers of dwellings within the block. Each leaseholder's lease specifies the type of works the leaseholder has to pay for. All leaseholders must contribute towards the cost of major repairs and for the cost of external and communal area decorations. Leaseholders may be billed separately for any major works carried out to the block. Roofs and windows or the resurfacing of pathways would all be examples of major repairs.

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We hope that you are happy with our services but if you are not we want to hear from you.

You will usually receive your service charge invoice after the service has been provided so if you are having problems with the services please raise your concerns as soon as possible. We will always try to work out your charges properly and fairly but if you think you have been charged for a service that you haven't received please contact our leasehold department and we will look at your account again and check it is correct.

If you are still not happy with your service charge you can write to the Leasehold & Commercial Property Manager at the Trust House Address (see page 3). Please be clear and provide the exact charges you don't agree with and reasons why.

If you still consider that you should not have to pay for an item, that the quality of work is inadequate, or that a charge is not reasonable then you may have the right to challenge that part of your service charge at a leasehold valuation tribunal (see pages 56, 57, 58 & 59).

You can also seek a determination on works or services that are proposed in the future.

Under the terms of the lease agreement it is your responsibility to make sure that your service charge and ground rent are paid on time, as any default may incur additional costs.

Service charge and ground rent invoices are normally issued every six months for the periods ending 31 March and 30 September. You will have 30 days from receipt in which to make your payment in full. If you have any queries or problems regarding your invoice then please raise them with the leasehold department.

If you are on low income or receiving a pension or benefits you may be eligible for help to help you to pay your service charge and ground rent. This subject is dealt with in more detail on pages 49 - 52.

paying service charges

You can make service charge payments:

by phone

- ▶ please call 01274 254275 to make a payment by debit card

by direct debit

- ▶ if you have a bank/building society account, you can pay by direct debit. An amount will be taken out of your bank/building society account when invoices are issued every 6 months. You will be notified of the amount beforehand and will still continue to receive a copy of your invoice. If your account does not contain sufficient funds to cover your ground rent and service charge, you should contact the leasehold department immediately who will give you advice on what to do

by post

- ▶ send a cheque/postal order to Leasehold Management Services, Trust House, 5 New Augustus Street, Bradford, BD1 5LL, which should be made payable to “Incommunities Limited”. Please write your reference number if you have it and your name and address on the back of the cheque/postal order. Please note-we cannot accept post-dated cheques

at one of our local offices

- ▶ by cash, cheque or postal order at a Bradford Council cash office. (*please remember to take your Incommunities payment card with you. Payments can be made by installments but must be paid before the deadline period - currently 30 days from receipt of your invoice. You can also make contributions towards your next service charge, providing that any previously outstanding amounts are paid in full)

at the Post Office

- ▶ you can pay your service charge & ground rent at any Post Office*

From time to time we have to carry out works to your estate or block to keep it in good condition. Major works can include a variety of works such as refurbishing lifts, replacing windows & roof repairs. As part of your lease agreement Incommunities is eligible to recover a proportion of the costs of these major works from leaseholders.

You will always be informed of any major works that we intend to carry out. This will give you an idea of the kind of costs that are involved and when you will be expected to pay them.

It is appreciated that a cost of this nature may cause financial hardship to some leaseholders and we realise that not everyone will be able to pay bills for major works immediately. For this reason there are a number of options that you may take to make payment easier.

a savings account

You can save towards the cost of major works, for example in a National Savings, bank or building society account. As soon as you receive notification of any major works, you are advised to ensure that you will have sufficient funds available to cover your contribution at the completion stage.

advance payments

We are willing to accept payments in advance for the cost of major works.

claiming benefit / Pension Credit/ Disability Allowance

If you are receiving benefits such as income support, disability living allowance or pension credit, you may be able to get help with the cost of major works or, if receiving pension credit you may be able to apply for a loan. You should contact the Benefits Agency, Pension Credits Agency, or Citizens Advice Bureau who will advise you on how to claim - see pages 49 - 52.

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a reduction in your service charges

Incommunities is normally required to recover everything that it spends on leasehold properties, where the lease allows, unless it also receives grant assistance from central government. In such circumstances Incommunities may be able to pass some of this benefit on to leaseholder. Any estimates that you receive for charges will take into account such grants.

interest free payments

Subject to your financial position you will be allowed to pay your bill in 12 equal monthly installments and you will not have to pay interest on the outstanding amount. Depending on the amount payable, Incommunities may offer interest free payments over a longer period, but this may be subject to a financial review and a legal charge being placed on the property.

For costs over £500, payments can be made over more than 12 monthly installments. The number of payments would be subject to the financial resources of the leaseholders.

Where a leaseholder defaults on payments, Incommunities Ltd reserves the right to charge interest on all future payments at the current Bank of England base rate + 1%.

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the deferred repayment scheme

Incommunities Ltd may in certain circumstances allow vulnerable leaseholders on low incomes and in receipt of state benefits, to defer payment until the property is sold on, but interest charges will apply at the same rate it is charged by its own lender. In such circumstances, we will also place a legal charge on the property (incurring additional costs in administration and Land Registry fees) which would prevent you from disposing of the property until the loan was paid in full.

contacting your mortgage lender/bank

Most mortgage lenders will consider increasing the size of your mortgage to cover the cost of major repairs or improvements.

what happens if I don't pay my charges?

Your lease is a legal contract between you and Incommunities and you are obliged to pay all reasonable charges that we incur in managing and maintaining your block.

If you have problems paying your charges we will always try to help. Some useful information on “Claiming Benefits” is provided in section 20, page 49.

If it becomes clear that you are making no effort to pay your charges we can commence legal action through the courts. We may apply to the court for a money judgment order which will mean the court can order you to pay the outstanding amount. The court can then enforce this order. In certain circumstances we could also commence action through the courts for your lease to be forfeited and repossess your home.

If we are aware that you have a loan/mortgage from a bank or building society we would tell them before we started legal action. Your lender has a legal interest in the property it could decide to pay the bill and then take legal action against you.

forfeiture

Forfeiture is when the landlord, (Incommunities Limited) applies to the court to end your lease because you have broken the lease conditions. This could happen if:

- ▶ you do not pay your charges
- ▶ you cause nuisance and harassment to your neighbours

If the court decides that you have seriously broken the terms of your lease it may end the lease and give us possession of your flat. You would lose your home and would not usually get any payment or compensation.

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Forfeiture is a drastic action. As a responsible landlord, we only use it when we need to protect the interests of Incommunities, its tenants and other leaseholders.

With overdue service charges we will always try to help people who have genuine financial problems. Before applying for forfeiture for unpaid service charges we would have to satisfy a court or Leasehold Valuation Tribunal that you are reasonably liable to pay the charges.

repossession by a mortgage lender

If you have taken out a mortgage to buy your lease, your mortgage lender has a 'legal charge' on your home. This means they can apply to the courts for repossession if you do not pay your mortgage.

If the court grants them possession, they have the right to evict you, sell your lease and take what you owe them out of the proceeds. They must give you anything, which is left over, unless someone else (such as Incommunities as your landlord) also has a legal charge on the property for money which is owed to them.

The Commonhold and Leasehold Reform Act 2002, section 151, introduces new requirements for statutory consultation with leaseholders. It replaces the old statutory consultation procedure (Landlord & Tenant Act 1985) but “section 20 of the Landlord & Tenant Act 1985” is retained.

The new provisions introduce different more complex, procedures and extend the consultation requirements to include long term contracts for services. These new procedures have effect from 31 October 2003.

If you are unsure whether you should be consulted about service charges you will need to ascertain certain information.

Because different circumstances will apply in different cases, you will be best advised to seek your own professional advice to establish what rights you have to be consulted and when. Free initial advice can be obtained from LEASE whose contact details are on page 59.

consultation on qualifying long term agreements

Where we propose to enter into an agreement for the provision of works and/or services for a period of more than 12 months, and the cost to any individual leaseholder will be £100 a year or more, we must consult before proceeding. The contract could be, for example, for maintenance of a lift, a door-entry system or an alarm system in a retirement scheme, for window or other cleaning, for garden maintenance, or simply for supplies of materials. However, contracts of employment are exempt from the consultation procedure.

We must serve a notice on each leaseholder (and on the recognised tenants' association (RTA) if one exists) which:

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- ▶ must describe in general terms the proposed agreement (or specify the place and hours where a description of the proposed agreement can be inspected. If facilities for making copies are not made available, on request and free of charge, we must provide a copy of the description)
 - ▶ sets out our reasons for considering it necessary to enter into the agreement
 - ▶ if the agreement consists of or includes qualifying works, sets out the landlord's reason for considering it necessary to carry out those works
 - ▶ invites observations in writing, states where the observations should be sent, and...
 - ▶ states the date by which such observations should be delivered
 - ▶ invites the leaseholder and the RTA, to nominate a person from whom the landlord should try to obtain an estimate

The consultation period should be at least 30 days from the date of the notice. The landlord shall, after considering any observations received, proceed to obtain estimates from his chosen contractors. If a leaseholder or the RTA nominates an alternative contractor, we must also try to obtain an estimate from that contractor. Upon receipt of the estimates, we must then serve a further notice on the leaseholder and the RTA, if applicable, setting out those estimates and include a statement which:

- ▶ identifies the proposed contractor
- ▶ identifies any connection between the contractor and Incommunities

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- ▶ where reasonably practicable, includes an estimate of the relevant contribution for each leaseholder, and where that is not reasonably practicable, an estimate of our expenditure as regards the building or other relevant premises under the proposed agreement
 - ▶ includes a statement as to the provision (if any) for the variation of any amount specified in, or to be determined under, the proposed agreement
 - ▶ where the proposed agreement relates to the appointment of a managing agent, includes a statement as to whether the agent is a member of a professional body or trade association, for example, the Royal Institution of Chartered Surveyors, the Association of Residential Managing Agents, or the Association of Retirement Housing Managers, and whether he subscribes to a code of practice or voluntary accreditation scheme
 - ▶ contains a statement of the intended duration of the agreement
 - ▶ summarises previous observations made by leaseholders to us and sets out the landlord's response to them

Again, the notice must invite observations in writing and state the address and timescale (minimum 30 days) for receipt of these observations.

Where we have entered into the agreement we shall, within 21 days of entering into the agreement, write to each tenant and any RTA, stating our reasons for making that agreement, or specify a place and the hours at which a statement of those reasons may be inspected. Where we have received observations to which we were required to have regard, the notice will also provide a summary of the observations and our response(s) to them.

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We will not have to write to each tenant or the RTA upon entering an agreement where the person with whom the agreement is made is a nominated person, or the person with whom the agreement is made submitted the lowest estimate.

We will not be able to recover charges beyond the statutory amount (£100 per service charge payer) if we fail to carry out any of the consultation procedure, unless we have received dispensation from the LVT.

qualifying works carried out under a qualifying long-term agreement

Where qualifying works will cost over £250 for any one leaseholder the landlord must consult on these works. Following a lengthy tendering process Incommunities Ltd entered into a partnership scheme in February 2003 with three main contractors to carry out major maintenance works over a 5-year period. Among the advantages of partnerships are continuity, best value, predictability, continual improvement and a joint approach to programming major works and problem solving.

If works are carried out under a long term contract entered into prior to 31st October 2003, Incommunities has to follow the following consultation procedure.

We must serve a notice of intention on the service charge payers which:

- ▶ must describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected

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- ▶ states our reasons for considering it necessary to carry out the proposed works
 - ▶ contains a statement of the total amount of the expenditure estimated by us as likely to be incurred by us on, and in connection with, the proposed works
 - ▶ invites observations in writing in relation to the proposed works, or our estimated expenditure and states the address and timescale (minimum 30 days)

There is no right to nominate an alternative contractor as we only have to respond in writing within 21 days of receiving any observations to the person that made the observation.

consultation on qualifying works which are not the subject of a qualifying long term agreement

Where we propose to carry out works of repair, maintenance or improvement which would cost any leaseholder more than £250 which is not the subject of a qualifying long term agreement, we must, before proceeding, formally consult all those expected to contribute to the cost. This has the dual effect of giving notice to the leaseholder of our intentions and seeking your view on the proposed works.

We must serve a notice on each leaseholder (and on the secretary of the RTA if there is one) which:

- ▶ must describe in general terms the proposed works or specifies where a description of the proposed works can be inspected and the hours when it can be inspected. The inspection facilities must be made available free of charge, at a specified time and place. If at that time and place there are no facilities for copying, then we must, on request, provide a copy of the description

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- ▶ must state our reason for considering it necessary to carry out the proposed works
 - ▶ invites observations in writing, and state the address and timescale
 - ▶ invites the leaseholder (and the RTA) to nominate a person from whom we should try to obtain an estimate

The leaseholder (and the RTA) must be given a period of 30 days in which to send observations to us and, if they choose, to nominate an alternative contractor of their choice.

After this, we must obtain at least two estimates for the work. At least one of the estimates must be from a contractor wholly unconnected with us and, where a contractor has been nominated by the leaseholder or the Secretary of the RTA, the landlord must try to obtain an estimate from that contractor.

Having obtained the estimates we must supply, free of charge at least two of the estimates, a statement setting out both the amount specified in the estimates and the estimated costs of the proposed works, and a summary of the observations. which we have regard to and our response to them. Any estimate obtained from a person nominated by the leaseholder or the RTA must be included in the statement that is provided free of charge. We shall also make all of the estimates available for inspection by the leaseholder and the secretary of the RTA.

Again, we must invite observations and we must have regard to any observations made.

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If any observations are made or an alternative contractor nominated, we must, within 21 days of entering into the contract, serve a further notice on all previous recipients stating our reasons for awarding the contract or, instead of serving notice, we can specify the place and hours at which a statement of those reasons may be inspected.

This requirement will not apply where the person with whom the contract has been made with was nominated by the leaseholder or submitted the lowest estimate.

dispensation from consultation

In cases where the works are considered urgent, for example, a leaking roof or a dangerous structure, or in other cases where we wish to proceed quickly, we may apply to the LVT for an order to dispense with the consultation procedure. In such a case the LVT will notify service charge payers of the proposal.

As a condition of your lease the Incommunities Ltd takes out adequate insurance for the building and the common parts and has the right to recover the cost of the premium through service charges.

what does the insurance policy cover?

The policy taken out by Incommunities Ltd insures the building in which you live, up to the reinstatement value of your home but it does not insure the contents of your home. This remains your responsibility and you are strongly advised to make your own arrangements.

is there an 'excess' payable?

The amount of excess is dependent on the nature of the claim being made. Should you need to make a claim please contact the Leasehold Department who will provide you with details of the excess and a claim form.

may I obtain a copy of the insurance cover?

You are entitled to a written summary of your insurance cover, containing the name of our insurers and the risks covered by the policy. If you require a statement of cover you should make a written request to the leasehold department.

public liability insurance?

Incommunities Ltd must meet claims for accidental loss, damage or injury where it is at fault. If you feel you have a claim against Incommunities Ltd you will need to prove that:

- ▶ Incommunities was responsible
- ▶ Incommunities did not undertake its responsibilities
- ▶ you have suffered loss or damage as a direct result

continued on the next page

how to make a claim

If you wish to make a claim you should contact the leasehold department who will forward a claim form for you to complete and return. We shall then forward your claim form to the insurance company who will then process the claim.

what happens when I sell my home?

When a property is sold the lease usually stipulates that it must be insured by the freeholders with the leaseholder paying the appropriate cost. If you sell the property on the open market the new purchaser is insured under this policy once contracts have been exchanged.

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

- ▶ not to make too much noise, especially at night or early in the morning
- ▶ to help keep the shared areas clean and tidy
- ▶ to take special care to keep any authorised pets under control
- ▶ to be a good neighbour

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

communal areas and services

We are responsible for maintaining the communal areas in your block, but everyone living in the block has a duty to keep them clean and use them properly. Remember that you pay a share of the cost of maintaining shared areas so if you see someone causing damage to or misusing stairways, landings, parking areas, drying areas, rubbish chutes, security doors and other shared facilities tell your neighbourhood officer at once. If you can get evidence of who caused the damage we may be able to charge them for it so that none of the cost will fall on you in your service charges.

- ▶ if you live in a flat or maisonette in a block that has one or two storeys, you and your neighbour are jointly responsible for keeping the shared areas clean and tidy
- ▶ if you have shared grounds and drying areas around your block, we will maintain these during the year. This includes grassed areas, borders, paths, trees and drying areas

continued on the next page

If a repair needs doing to one of the shared areas in your block, Please report this via the repair hotline 01274 257003.

Do not assume that someone else will do it. If the lights are out on the stairs, please report this immediately.

You and your neighbours have the right to enjoy your home in peace and quiet, and your neighbours have the same right.

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

If you have a problem with your neighbours the first thing you should do is talk to them. They may not realise that they are causing you a problem – so be friendly and do not lose your temper.

noise – how we can help?

If you cannot sort out your problem by talking to your neighbour then you should talk to your neighbourhood officer - contact your local Incommunities area office, see page 3 for useful contact numbers. They will be able to tell you about your rights and explain what we can and cannot do to help.

In most cases your neighbourhood officer will talk to your neighbour about the problem. They can also send a written warning if the neighbourhood officer feels it is needed and will help the situation.

If the situation is serious you will need to keep a diary recording the nuisance. Your neighbourhood officer can give you a form to keep a diary record on. In nuisance cases we usually need these records as evidence if we are to go to court. We will always try to take action where there is good evidence of a serious nuisance, and a Incommunities tenant or leaseholder is the victim (or the cause) of the nuisance. However, there is little we can do if you don't collect this evidence.

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Legal action is used as a last resort as it could mean that the person causing the nuisance is evicted from their home. You may need to go to court to give evidence if the case went that far.

You could also take legal action yourself by asking the County Court to grant an injunction to stop the noise, if you can prove your health, comfort and convenience have been upset. To do this you would need to see a solicitor. As a first step you could talk to the Citizens Advice Bureau.

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

harassment

If you or anyone living in your home is suffering harassment from a neighbour tell your Incommunities neighbourhood officer - contact your local Incommunities area office, see page 3 for useful contact numbers. We will try to help you. You may need to collect evidence in the same way as we described for noise nuisance. You must also make sure that neither you, your family nor any visitor to your home causes harassment to your neighbours.

This includes:

- ▶ violence or threats of violence
- ▶ abusive or insulting words or behaviour
- ▶ damage or threats of damage to property
- ▶ any actions which interfere with a neighbour's peace, comfort or convenience

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racial harassment

Racial harassment is a serious offense. If you, your family or any visitor to your home, threaten, abuse or insult your neighbours in a racist way you risk prosecution. In serious cases you could lose your home. We will help any tenant or leaseholder who is the victim of racial harassment.

If you are the victim of racial harassment, tell your housing officer - contact your local Incommunities area office, see page 3 for useful contact numbers. You should also think about telling the police.

vandalism and graffiti

We need your help to stop vandalism and damage. You should report any incident to your neighbourhood officer (we will treat all reports confidentially) and to the police.

Vandalism is a crime. It costs money to repair damage and remove graffiti. It also makes your estate or your road a less pleasant place to live for everyone.

animals

Under the terms of the lease you are not allowed to keep any livestock, animal or bird of any description without our prior written consent. If consent is granted you must make sure that it is kept under control and does not annoy neighbours. If your pet does cause a nuisance we will ask you to control its behaviour, or if this does not solve the problem to find it a new home.

If you are having problems with dogs (your own or someone else's), you can ask Bradford Council's dog warden to help, telephone 01274 433927.

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gardens

If you have a garden you are responsible for keeping it tidy. You should not allow rubbish to build up as it may cause a health hazard and encourage mice and other pests.

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

satellite dishes

If you want to fit a satellite dish on the outside of your flat you must get our permission in writing. You may also need planning permission - see section 23, page 62 'Improvements or alterations you make', which explains how you go about getting permission from us.

car parking

Some flats and maisonettes do not have specific parking provisions and rely on on-road parking.

Parking in shared areas is usually 'first come – first served'. Generally no one has their own parking space, unless this forms part of the property sold under the terms of the lease

Please consider others when you park:

- ▶ do not cause an obstruction, you could prevent emergency vehicles from getting through
- ▶ do not park on the footpath, it is against the law

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- ▶ do not park in your garden unless you have a hard standing and a dropped-kerb
 - ▶ do not park lorries and trucks on residential streets and especially in shared parking areas

You can do minor repairs to your own vehicle in a shared parking area, at the roadside or in your garage, as long as you do not disturb your neighbours. You should not do major repairs to your own vehicle or do repairs for other people, whether for money or not.

Sensible use of shared parking areas helps you and your neighbours – tell your neighbourhood officer if someone is causing a nuisance in your parking area.

garages

Near many blocks of flats we have garages to let. In some areas there is a waiting list for garages.

If you want to rent a garage ask your neighbourhood officer for details - contact your local Incommunities area office, see page 3 for useful contact numbers.

refuse

Bradford Council will take away all normal household rubbish as part of your refuse collection service. If you have other types of rubbish such as old furniture, you can either take it to the household Waste Site Tip or you can ask for it to be collected by the council.

You can contact them on: Telephone: 01274 431000.

A charge may be applicable for this service.

If you leave large items of furniture, refuse, lying around the block we may remove this and recharge you any costs.

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rats, mice and other pests

If you have rats, mice, fleas, cockroaches or any other type of household pest in your home you can contact Bradford Council's Pest Control on telephone (01274) 433926.

If you get Income Support, Working Family Tax Credit or Council Tax Benefit, you may be eligible for a reduced charge.

Even if you do not get any of these benefits there is still no charge for dealing with rats. But there is a charge for dealing with mice, wasps, fleas and other pests.

condensation

Condensation can be a problem if you do not have proper ventilation. This can be unpleasant to live with and can damage plaster, decorations and window frames in your home.

Condensation often causes black mould, which can spoil walls and ceilings, and also clothes, curtains and carpets.

Condensation happens when moist air meets a cold surface, such as a window or a cold wall. Double-glazing and cavity-wall insulation help to reduce the problem by keeping inside surfaces warmer, but you may still get condensation if the air in your home is too moist.

The moisture in your flat comes from everyday things such as cooking, washing, hot baths and drying clothes indoors.

To prevent condensation:

- ▶ try to make sure that there is enough constant heat in your home so there are no cold surfaces for moisture to settle on
- ▶ try to make sure that there is some ventilation in each room by opening windows or by turning on extractor fans if you have them. When cooking, put lids on saucepan's, close the kitchen door and open a window or turn on the extractor fan

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- ▶ try to dry clothes outside if possible. If it has to be done indoors, keep a window open and make sure your tumble drier is vented to the outside. Some blocks, however, do not allow this for health and safety reasons
 - ▶ when running a bath, run the cold water before the hot to reduce the amount of steam, and keep the bathroom door closed. Afterwards, keep the window open and leave extractor fans running until the walls and windows are dry. Don't let the moisture escape into other rooms
 - ▶ paraffin and liquid gas heaters give off water vapour as they burn and make condensation worse. Paraffin heaters can also be dangerous. Avoid using them. Leave extractor fans running until the walls and windows are dry. Don't let the moisture escape into other rooms

storage

The terms of the lease prohibit the storage of any articles or substances in the common parts of any building that may give rise to a nuisance, present a danger or materially affect the comfort and safety of other residents

gas safety

Leaseholders are responsible for the maintenance of all gas appliances & fires in their property. You should have them serviced by a qualified gas engineer at least every 12 months. Incommunities offers a gas servicing option to leaseholders. For further information please contact us on 01274 254275.

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gas escapes

If you suspect that there is an escape of gas at your property you **MUST** immediately:

- ▶ turn off the gas supply at the meter
- ▶ extinguish all naked flames & cigarettes
- ▶ open all doors & windows to allow ventilation
- ▶ do not turn off or on any electrical equipment including light switches, any intercom systems and mobile phones
- ▶ phone the National Gas Emergency services on 0800 111 999 to alert them of the problem. They will ask you a series of questions and give you advice on what to do. Follow exactly these instructions and provide all the required information

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

- ▶ Income Support
- ▶ Council Tax Benefit
- ▶ Council Tax discounts (whether or not you are on a low income)

Income Support

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

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

- ▶ management fees and administration costs
- ▶ insurance
- ▶ minor repairs
- ▶ cleaning communal areas
- ▶ grounds maintenance

Income Support does not usually pay for:

- ▶ major repairs
- ▶ improvement work
- ▶ district heating provided by Incommunities

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Council Tax Benefit

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

Bradford Council Benefits service can be contacted on 01274 432772.

Second Adult Rebate

If you have to pay Council Tax and the only person living with you is on a low income or is ignored for Council Tax purposes, you may be able to get another type of Council Tax benefit called Second Adult Rebate. This is only if the other person living with you is not your partner or spouse or a joint tenant. However, the rules are complicated so if you are unsure, phone the Benefits Agency or visit the Citizens Advice Bureau. If you put in a claim and qualify for Council Tax Benefit you will be paid either Council Tax Benefit or Second Adult Rebate, whichever is higher.

how do I claim Council Tax Benefit?

If you claim Income Support, the Benefits Agency should give you a form when you apply to them for benefit. You will still need to fill in the council's benefit application form. Council Tax Benefit only lasts for one year and then you have to re-apply, even if you are on Income Support.

Please do not ignore the re-application form which will be sent to you or your benefit will stop.

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Council Tax ‘discounts’ and ‘reductions’

As well as Council Tax Benefit there are certain ‘reductions’ and ‘discounts’ that may mean you pay less Council Tax. Any reductions or changes to the amount of Council Tax you pay should be shown on your bill. These may include:

single person discount

If there is only one adult living in your flat your Council Tax bill will be reduced by 25%. There are some people who will not be counted when looking at the number of adults living in a home. If you live with an adult who is ‘discounted’ for Council Tax purposes you should still get Single Person Discount.

disability reduction

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

- ▶ a specially adapted room
- ▶ or a second toilet or bathroom added for the disabled person
- ▶ or extra space in your home, or it has been adapted, because they are a wheelchair user

how to find out more about Council Tax discounts and reductions:

Telephone: 01274 432772, 01274 437511 (Benefit Anti-Fraud Hotline).

Fax: 01274 433140

Textphone: 01274 434488 (minicom for the deaf and hard of hearing)

Text message: (SMS) 07786 208100

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Visiting:

Bdirect - Centenary Court: The enquiry office is on the ground floor of Centenary Court.

Opening: Mon - Fri 8.30am - 5.00pm

Shipley Town Hall: The enquiry office is on the ground floor of the Town Hall on Windsor Rd.

Opening: Mon, Wed & Thurs 8.45am - 4.30pm, Tue 10.00am - 4.30pm, Fri 8.45am - 4.00pm

Bingley Council Shop: Enter via ground floor and ask for Benefits.

Opening: Mon, Wed & Thurs 8.45am - 4.30pm, Tue 10.00am - 4.30pm, Friday 8.45am - 4.00pm

Keighley Town Hall: Town Hall

Opening: Mon - Thurs 8.45am - 4.30pm, Fri 8.45am - 4.00pm

Manningham Customer Service Centre: Ground floor Opening:

Mon, Tue & Thurs 9.00am - 4.30pm Wed (Women only) 9.00am - 11.00pm, Friday 9.00am - 4.00pm

We want you to have a say in how the housing service is run. A good way of doing this is to join or set up a local residents association. By working together we can share ideas and make better decisions about the housing service. By joining a local association you can be involved in discussions with your neighbours (including tenants, leaseholders and freeholders) about the services which affect your area.

what is a tenants' or residents' association?

This is a group of local people who come together to put forward the views of tenants or residents in an area. An association raises issues with its members and works with us to solve local problems.

The types of issue that groups get involved in include:

- ▶ estate management
- ▶ cleaning of streets and shared areas
- ▶ environmental improvements
- ▶ facilities for play and social activities
- ▶ repairs and major works
- ▶ parking problems
- ▶ vandalism and crime prevention

why form an Association?

An organised group has a stronger voice than an individual person. We will always consult with recognised groups on important housing issues. This means that you have the chance to influence the decisions we make.

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Locally, your association can help to increase community spirit and give everyone the chance to get to know each other. You can also provide information to people living in your area about what is going on, through regular newsletters and meetings.

getting started

Talk to your neighbours, listen to their views and get their support. We will help you to get your group underway. It will be hard work, and it may take some time, but it will be worth it in the end.

existing groups

Leaseholder Action Group
meeting times: every Thursday 10am-12noon, lounge room,
Ferncliffe Court, Saltaire BD18 4RZ

what if I do not want to join an association?

If you do not want to set up or join an association there are other ways in which you can become involved in saying how the housing service is run.

newsletters

You provide feedback on our quarterly newsletters.

telephone surveys

A member of staff will contact you to gather your views on particular issues.

focus groups

You can be invited to attend groups that are of interest to you to identify issues and plans of action.

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home visits

If you would like to get involved on a one to one basis, a member of staff can visit you at home to gather your views about a particular service.

email

If you prefer to communicate in this way we will email or text you to find out your views.

questionnaires

You may be sent a questionnaire to gain your views about our general work or about specific services.

We will also consult you on matters that affect you as a leaseholder. We will then take your views into account when making decisions.

becoming a board or local Management Committee Member

If you have more time that you are able to commit and want to be involved in our formal decision making process then you may be interested in becoming a Board or Local Management Trust Committee Member.

You don't need any formal qualifications to apply to become a member but you do need to have an interest in your community, be in touch with the views of local residents and have a strong measure of common sense.

We will provide you with training to assist you in any special skill areas where there is a need to learn more.

To find out more information please contact our Governance & Board Support Team on 01274 254000.

Leasehold issues can sometimes be complicated and require specialist advice. There are a number of organisations and agencies, which may be able to give you the specialist advice required.

These agencies are as follows:

a. The Department for Communities and Local Government (DCLG)

(formerly known as Office of Deputy Prime Minister (ODPM)). Booklets and other publications produced by this department are available from the DCLG publications, or visit their website at www.communities.gov.uk

b. Leasehold Valuation Tribunals (LVTs)

If you have problems negotiating with your Landlord a Leasehold Valuation Tribunal may be able to help. They can settle most financial disputes, and may also be able to sort out disagreements about the quality of services provided.

what problems can the LVT help with?

Most disputes between leaseholder and freeholders can be taken to an LVT. This might include disagreements about:

- ▶ insuring the building
- ▶ how much you have to pay in service charges
- ▶ the quality of services provided
- ▶ how much you have to pay to extend your lease
- ▶ how much you have to pay to buy the freehold of your building

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how do LVT's work?

LVTs can decide whether the amount you have to pay services or repairs is 'reasonable'. This won't necessarily be the price you were hoping for, but could be less than the freeholder has asked for. The LVT can't usually force the freeholder to refund any money you have already paid, or order her/him to pay your legal costs. If you have problems like these you may need to go to Court instead, so get professional advice.

LVT's are a panel of three members: a solicitor, a valuer, and a non-specialist lay person. They are entirely independent and impartial. They are a type of legal hearing, but are less formal than going to court. Many people have presented their own cases, however, it is usually worth getting professional advice before you start.

Problems can be taken to an LVT by either the leaseholder or the freeholder. Hearings do not always take place at the LVTs own offices. They are often held near your home, such as at the local council's offices and are usually open to the public. If you are thinking of asking an LVT to settle a disagreement, you may want to go along and see a hearing first. Your regional LVT office will be able to tell you when and where a hearing involving a similar problem will take place.

what happens at the hearing?

You need to gather evidence before the hearing. The LVT will make its decision based on the information that both parties provide. Each party will have the chance to present their viewpoint. The LVT will ask questions, and you will have the opportunity to question the freeholder and any witnesses. You will probably have to wait several weeks after the hearing before a written decision comes through the post. Many LVTs have waiting lists, so the whole process can take up to a year.

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enforcing the LVTs decision

Most freeholders will follow the LVTs decision. If they refuse, the LVT doesn't have the power to force them to comply with the decision but the decision is still binding and you can apply for a court order to force them to do so. If you are in this situation, you will probably need help from a solicitor.

what if I don't agree with the LVT's decision?

If you think the LVT's decision is wrong, you may be able to appeal. This is normally only possible if the LVT acted unfairly, or didn't follow the correct procedures. You can't appeal just because you don't agree with the decision.

how do I apply?

You can get an application form from the Leasehold Advisory Service (LEASE) website or directly from your local LVT. Check to make sure that you don't have to do anything before making an application. You can get advice from LEASE, a housing aid centre, Citizens Advice Bureau or other advice centre in your area.

how much will it cost?

Application fees vary from £300 to £500. If you are successful, the LVT may be able to order the landlord to refund this. If you (or your partner) are on benefits, you may get a discount or may not have to pay any fees at all. If the problem affects more than one leaseholder, you can apply together and share the costs.

However, you may have to pay a surveyor, property manager and/or a solicitor. You can't usually claim these costs back. For more information contact the Northern Rent Assessment Panel:

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Northern Rent Assessment Panel

20th Floor Sunley Tower Piccadilly Plaza Manchester M1 4BE
Telephone: 0845 1002614

the Leasehold Advisory Service (LEASE)

The Leasehold Advisory Service is an independent advice agency, funded by government grant. It provides free advice to leaseholders, landlords, professional advisers and others on the law affecting residential leasehold property.

Advice can be provided by telephone, in person at the office, or by letter. LEASE is based in London, and is open to visitors by appointment only. Leasehold advisers are available for telephone advice from 9:30am to 3:30pm Monday to Friday. For more information contact:

Leasehold Advisory Service

31 Worship Street London EC2A 2DX
Telephone: 0845 345 1993 Fax: 020 7374 5373
Email: info@lease-advice.org
www.lease-advice.org

They provide free advice on:

the leasehold system

- ▶ the duties and obligations of landlord and leasehold tenant

service charges

- ▶ statutory consultation on proposed works and charges
- ▶ leaseholder rights to challenge unreasonable service charges
- ▶ applications to the Leasehold Valuation Tribunal for determinations of reasonableness

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right to information

- ▶ summaries of service charges, accounts and supporting information
- ▶ information on landlord
- ▶ insurance

general management

- ▶ leaseholder rights to inspect and audit the accounts and management arrangements
- ▶ right to appoint a surveyor

forfeiture and possession

- ▶ relative rights of the leasehold tenant and the landlord
- ▶ possession proceedings, the new laws

extending the lease

- ▶ right to a new lease
- ▶ estimating the cost

buying the freehold

- ▶ flats: the collective right to buy the freehold
- ▶ houses: the individual right
- ▶ estimating the cost

continued on the next page

commonhold

- ▶ proposals for change to the leasehold system

they publish and distribute:

- ▶ a range of advisory leaflets on all subjects
- ▶ lists of professional advisers specialising in leasehold issues

Their advice is provided on a self-help basis, to enable and empower our clients to address the issue in question:

- ▶ they cannot act directly for you or provide any long-term supportive casework
- ▶ they cannot provide any direct services in surveying, valuation, legal proceedings or conveyancing, or other services usually provided by solicitor or surveyor

other advice

Other useful addresses:

The Royal Institution of Chartered Surveyors

12 Great George Street Parliament Square London SW1P 3AD

Tel: 020 7222 7000

The Association for Retirement Housing Managers

3rd Floor 89 Albert Embankment London SE1 7TP

Tel: 020 7820 1839

The Lands Tribunal

48/49 Chancery Lane London WC2A 1JR

Tel: 020 7936 7000

Please note that this information is correct at the time of going to press. Check for updated information with the appropriate organisation.

As a leaseholder you have the right to improve your home, but for some improvements you will need written permission from us. This is because, as landlord, we have an investment in the block and a responsibility to the other residents. We will not refuse permission unless we have a good reason. You may also need to get planning permission and building consent before starting work.

We do not need to know about minor work such as decorating, but we do need to know about any alterations, such as those which affect walls, windows, doorframes, plumbing, and electrical services.

what sort of alterations do I need permission for?

- ▶ any addition or change to the structure or services in your home, including fixtures and fittings such as heating and kitchen units
- ▶ aerials or satellite dishes
- ▶ outside decoration (the type of paint may need approving so that it's compatible with future paints that we may use)

how do I get permission?

Write to Leasehold Management at Trust House - see page 3 for useful contact numbers.

You will need to say exactly what you want to do and include a drawing or plan.

We may need to visit your home to see what you intend to do, before we can make a decision.

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

continued on the next page

To appeal you will need to write to the Group Asset Manager based at Trust House - see page 3 for useful contact numbers.

Depending on the type of work you want to do you may also need to apply for planning and local authority permissions. Any work you carry out should also meet building regulations.

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

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

As a legal document your lease can only be amended by a Deed of Variation approved by the County Court. In order to reflect changes in legislation Incommunities has in the past issued a number of different leases. To achieve consistency it may be possible in some circumstances that we would agree to proposed changes that you wish to make.

Securing a Deed of Variation can be a costly exercise and we would recommend that you discuss any proposals with the leasehold manager beforehand and take appropriate legal advice before committing to any expenditure.

The lease on your property could run from 99 years to 999 years. In 1993 the law was changed to introduce a new right for leaseholders to extend the length of their lease.

This was because some people were finding it hard to sell leasehold properties when there were not many years left on their lease. You are now entitled to buy a new lease, which adds another 90 years to the existing one, subject to meeting the qualifying criteria.

If you wish to extend the terms of your lease you should first seek independent legal advice.

If at least two-thirds of the residents in your block are leaseholders, you can apply jointly to buy the freehold of your block and manage it yourselves.

This is called 'enfranchisement'. If you and your neighbours qualify under the enfranchisement rules we cannot refuse to sell you the freehold.

However, there are many things you should consider and you should seek independent legal advice.

A lodger is someone who shares your home, like a member of your family does. A sub tenant is someone who rents your flat when you are not living there.

You may have the right to take in lodgers or rent your flat, this depends on the terms of your lease. You will usually require our written permission and you may need to provide a deed of covenant. If you are unsure you should contact the Leasehold Management Section for advice. If can you sub-let, we will also ask for your address so that we can contact you. You should also check this first with your mortgage lender.

Sub-letting may also affect your buildings insurance. Lodgers and sub-tenants do not have the same rights as you. So if your mortgage lender or landlord repossessed your property, they could be evicted.

However, if you let someone else rent all or part of your home, you become their landlord and you could be creating a tenancy, which could be difficult for you to end. You could have considerable difficulty making them leave if you wanted your property back. You could also have problems selling your lease if you have a 'sitting tenant'.

Before you agree to rent your flat to someone else, you should look into it thoroughly and seek legal advice from a solicitor. You should always make sure you that you are legally protected.

It is important that when taking in lodgers your home does not become overcrowded as there are strict rules relating to this.

There are two principal ways you can buy the lease of an Incommunities flat or maisonette:

- ▶ under the 'Right to Buy' or 'Right to Acquire' if you are an Incommunities tenant and you are already living in the property, (there are certain conditions you have to meet, which are explained when you make an initial application)
- ▶ by buying the lease from the present leaseholder (if the property has already been bought under the Right to Buy/ Right to Acquire and is being sold again)

In both cases you should get a solicitor to act for you, or at least someone who is qualified to protect your interests in buying the lease. It is important that you know what charges are owing on the property so that you can make sure they are dealt with before the sale. You may have to pay some charges owed by the previous leaseholder (unless you are the first leaseholder) if they are not cleared before the sale.

If you buy the lease from the previous leaseholder you must tell us straight away. As landlord we have the right to know who is responsible for the property.

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

You also have the right to assign your lease as long as you tell us within one month after the sale, and the transfer is properly carried out. You can also give it to someone or leave it to someone in your will. Your solicitor should check details of all ground rent, service charges and insurance policies, so that these can be taken into account when the transfer is completed. This is usually done by contacting us.

continued on the next page

We charge a fee to register a transfer and to record the interest of the bank or building society that has granted a mortgage against a lease.

If you sell your lease, or leave it to someone, you must make sure that it is all done legally to protect your interests and the interests of the person you are selling or leaving it to. Unless there is a proper legal document to show that someone else is now the leaseholder, you will still be liable in law for any charges for the property.

If you die, and you have not left the lease to anyone in your will, your executors will have to decide what to do with the lease.

Any service charges still unpaid will be charged against your estate.

If you have anyone you would want to leave your property to, such as your partner or children, you should seriously consider making a will.

At Incommunities we try to provide the best possible service to our customers.

From listening to customer comments, complaints and feedback, we will ensure we strive to continually improve services. We will make any necessary changes to systems and procedures in order to prevent similar complaints from happening again.

When things go wrong we want to know about it, customers have every right to complain to us if they are unhappy with the service.

For example:

- ▶ failure to provide a service
- ▶ delay in providing a service
- ▶ poor quality of service or workmanship
- ▶ staff or contractor attitudes - e.g. being impolite or unhelpful
- ▶ unfairness, prejudice or discrimination
- ▶ failure to adhere to policies or procedures

will we really do anything about your complaint?

Yes, most certainly we will. Incommunities do take customer complaints seriously.

If we have made a mistake, or if our service is not up to standard, we will apologise and try to put things right as quickly as possible.

Making a complaint will help us to improve, they are an important source of information on how we are performing so we encourage you to comment if our service has fallen short of your expectations.

I want to make a complaint - what do I do?

If you have a complaint about any of the services we provide you can make contact with a member of staff via the most convenient way for you:

- ▶ telephone or visit the leasehold department
- ▶ visit your local Incommunities housing office
- ▶ telephone your local Incommunities housing office
- ▶ in writing by email or letter
- ▶ via the website www.incommunities.co.uk
- ▶ through a family member, friend or neighbour

what happens next?

Once you have made your complaint:

- ▶ it will be recorded on our system and you will be given a unique reference number
- ▶ written complaints will be acknowledged in writing within two working days
- ▶ we will undertake a full investigation and a response will be sent to you within 10 working days

Most complaints are usually resolved at this stage, however if you remain dissatisfied you can arrange to have your complaint raised to the next stage where it will be investigated by an Incommunities Director.

continued on the next page

There are a further two stages if you remain unhappy with the outcome of our complaint:

- ▶ investigation by an Assistant Chief Executive
- ▶ investigation by the Group Chief Executive and/or RSL Board of Directors

If all stages are exhausted and you are still not happy, you can arrange a full investigation into your complaint from the Independent Housing Ombudsman Service:

Housing Ombudsman Service - HOS

81 Aldwych
London
WC2B 4HN

Tel: 020 7421 3800/local -call: 0845 712 5973

Email: info@housing-ombudsman.org.uk

Website: www.housing-ombudsman.org.uk

Age Concern	01274 395144
Benefits Agency	01274 336200
Bradford Council	01274 431000
Catholic Housing Aid Society	01274 731909
Christians Against Poverty	01274 760720
Citizens Advice Bureau	01274 202404
Cleansing/Bulk Refuse	01274 431000
Council Tax Queries	01274 432773
DIAL Bradford (services for disabled people)	01274 589162
Dog Warden	01274 433927
Environmental Protection	01274 431000
Housing Benefits Service	01274 432771/2
HM Revenue & Customs Services (Tax Credits)	0845 300 3900
Pensions Service	0845 60 60 265
Pest Control (Bradford Council)	01274 433926
Police (general enquiries)	0845 6060606
Planning Department	01274 434605
Social Services enquiries	01274 431704

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valuing our customers

Incommunities aims to provide a high quality service to our customers. Your feedback will help us to find ways to improve our services.

Please take a few minutes to complete this short questionnaire.



good satisfactory poor

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1. what do you think about the design, lay-out, colours in this handbook? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. what do you think about the size of this handbook? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. what do you think about the amount of information given in this handbook? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. what do you think about the quality of information given in this handbook? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. do you think the information in this handbook is easy to read and understand? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Is there anything that you would have liked to have been included in this handbook that we've missed?

.....
.....

Any other comments?

.....

- ▶ Thank you for taking the time to give us your views. Please cut out this page and return this form to the service improvement team, Trust House, 5 New Augustus Street, Bradford BD1 5LL .



If you would like this information in any other format including large print, audio CD/tape, Braille or translated into another language please telephone 01274 254321

Pokud chcete tyto informace v jakémkoli jiném formátu včetně zvětšeného tisku, audio CD/kazety, Braillova písma nebo překladu do jiného jazyka, volejte prosím na telefonní číslo 01274 254321.

Ak chcete tieto informácie v inom formáte vrátane zväčšeného písma, zvukového CD/kazety, slepeckého písma alebo v preklade do iného jazyka, zavolajte na tel. číslo 01274 254321.

Jeżeli potrzebują Państwo tą informację w innym formacie np. wydruk dużą czcionką, na płycie audio CD/kasecie, w języku Braille'a lub w tłumaczeniu prosimy o kontakt telefoniczny pod numerem 01274 254321.

نمگہر دہتہویت نم زانیاربانہت بہ ہمر شیوازیکی تر بو دابین بکرنیت، لموانہ بہ چاپی پینتی گہورہ، بہ سی دی یان شریتی دہنگ، بہ شیوازی بریل یاخود و مرگیردر او بو زمانیکی تر، تکایہ تلمفون بو ژمارہی 01274 254321 بکہ.

اگر می خواهید این اطلاعات را به شکل دیگری مانند حروف درشت، سی دی/نوار صوتی، یا خط بریل و یا ترجمه شده به زبان دیگری در اختیار داشته باشید، خواهشمند است با شماره تلفن 01274 254321 تماس بگیرید.

اگر آپ یہ معلومات کسی اور شکل بشمول بڑے حروف کی چھپائی، آڈیو سی ڈی/ٹیپ، بریل میں حاصل کرنا چاہتے ہیں یا کسی اور زبان میں ان کا ترجمہ کروانا چاہتے ہیں تو براہ مہربانی 01274 254321 پر فون کریں۔

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