

Albanian
Kjo është broshura e qiradhënësit
Kërkoni përkthimin.

Arabic
هذا هو كتيب المستأجرين
اطلب الترجمة.

Bengali
গ্যাস চালিত যন্ত্রপাতি সার্ভিস করে দেওয়া
অনুবাদের জন্য অনুরোধ জানান

Cantonese
這是租賃手冊
要求翻譯

French
Ceci est le guide des locataires à bail
Demandez la traduction

German
Das ist das Handbuch für Pächter
Bitten sie um Übersetzung

Russian
Руководство для арендодателей
попросите перевод

Spanish
Manual para los inquilinos
Pida la traducción

Turkish
Bu kiraya verenler için el kitabıdır
Tercüme için sor

Urdu
یہ لیزہ ہولڈرز کا کتابچہ ہے
ترجمہ طلب کریں۔

Leaseholders Handbook

Proud to serve our customers and communities



Colchester



Colchester
Borough
Homes

inspace

Partnerships

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90-92 Butt Road

Colchester

Essex CO3 3YB

Fax: 01206 506924

E-mail: cbh@colchester.gov.uk



1. About This Handbook

Who is it for?

This handbook is for:

- leaseholders in a Colchester Borough Council block of flats
- council tenants who are thinking of buying the leasehold of their flat
- anyone who is thinking of buying a flat from a leaseholder.

What is it for?

- it is to explain your rights and responsibilities as a leaseholder, and the council's rights and responsibilities as the landlord of your block
- it gives help and advice about being a leaseholder in a shared block of flats, and tells you about the services you are entitled to
- It explains about service charges, why you have them, and how we can help if you have problems paying them.





2. Our Leaseholders' Charter & Service Standards & Pledges

We will

- Act at all times as a reasonable and responsible landlord.
- Respect and protect your rights as a leaseholder and will expect you to respect our rights and responsibilities as landlord.
- Keep the building in good condition to protect our investment and yours.
- Try to deal with anti-social behaviour in or around your block and will expect you not to cause nuisance to others.
- Answer telephone calls within 20 seconds or 5 rings.
- Respond to calls to our Customer Services, Repairs or Tenancy Enforcement Teams within an average waiting time of 30 seconds.
- Acknowledge e-mails and letters within 5 working days. Our response will include the name and contact details of the member of staff who will deal with your enquiry.
- Have staff available to deal with enquiries between 8.30am and 5.30pm Monday to Friday – with an out of hours service available for emergency enquiries. Our staff will identify themselves and wear a name badge.
- Deal with you courteously. Private interview facilities can be available if required when you visit us.
- Provide reception services that are accessible for people with disabilities.
- Visit you at home by appointment if you request us to do so. We will show ID and treat your home with respect.
- Use plain English in our publications and letters. We can arrange for correspondence and leaflets to be made available in large print, Braille, on audio tape, CD or translated into other languages at your request.
- Consult with you regularly – your views and opinions are important to us to help shape our future service.
- Recognise when we have got it wrong and put it right if we can. If we can't do something we will explain to you why.



3.Rights and Responsibilities

Your rights as a leaseholder

About your lease

- The lease is a contract between you and the council. It gives you and your successors conditional ownership of your flat for a long period (125 years at first) provided you keep to the terms of the lease
- The lease document sets out these terms and conditions. You should get a solicitor to look at it when you buy the lease
- The lease is a legal document. Keep it in a safe place. We can give you a copy if you lose it, but you should always have your own copy.

Like most legal documents, your lease can be difficult to read and understand. In section 11 at the end of this handbook there is a plain English summary of what is contained in the lease.

The law

There are several laws and Acts of Parliament protecting your rights as a leaseholder. If you are not sure of your rights, a solicitor can advise you or you can contact the Citizens Advice Bureau (see the list of useful contacts at the end of this handbook). The main Acts of Parliament covering leasehold tenancies are:

- Housing Act 1985
- Landlord and Tenant Acts 1985 and 1987
- Housing and Planning Act 1986
- Leasehold Reform, Housing and Urban Development Act 1993
- Housing Act 1996
- Commonhold and Leasehold Reform Act 2002.

You can see copies of these Acts at the main public library.

Repairs and maintenance

You have the right to ask your landlord to keep the 'common parts' of your block in a fit state of repair. You also have the right to be consulted about major repairs for which you will have to pay a share.

Making alterations

You have the right to make alterations to the inside of your flat, as long as you do not remove structural walls or cause damage to the outside or shared parts of the building. For major alterations such as removing all/part of a non-structural wall, you must ask our permission beforehand and you may need planning permission and building regulations approval.

Management

You have the right to expect your landlord to deal with problems in your block, such as neighbour nuisance, anti-social behaviour, dirt and rubbish.

'Quiet enjoyment'

Under the law you have the right to the 'quiet enjoyment' of your home. This means you have the right to live peacefully in your flat without interference from your neighbours or the landlord, as long as you keep to the conditions of your lease.

Selling your flat

You have the right to sell your lease to anyone you want to. You can also leave it to someone in your will or give it as a gift. You should get a solicitor to help you to make sure everything is done legally and you must tell us when you sell it.

Lodgers and sub-tenants

You have the right to take in lodgers or rent your flat to anyone you want to. You do not have to ask our permission, but we would find it helpful if you would let us know. It is important that when you take in lodgers you do not become overcrowded. You must tell your mortgage lender if you sub-let your flat.

Your rights are explained more fully in other sections of this handbook.

Your responsibilities as a leaseholder

The responsibilities of ownership

As a leaseholder, you effectively become a 'shareholder' in the block you live in. This means you have a responsibility to pay your share of the costs of managing and maintaining your block. Your landlord (the council) has a legal duty to charge you your share of the costs, and you have a legal duty to pay them.

Living with your neighbours

If you live in a flat or maisonette you need to be a little more tolerant and thoughtful. You may have people above or below you, and you may have to share landings and other areas. You have a right to the 'quiet enjoyment' of your flat, and your neighbours have the same right. We will try to deal with people who cause a nuisance to you, but equally you must not cause a nuisance to them. Tenants and leaseholders who cause serious harassment to their neighbours can lose their home.

Service charges

You must pay your share of the costs of managing and maintaining your block. This is a legal duty set out in your lease. If you do not pay your share, you are breaking your lease agreement and we could apply to a leasehold tribunal and then to the courts to have your lease 'forfeited'. In these circumstances, you could lose your home.

We will always be fair about service charges. We will explain how they are calculated, and you can challenge any charges you do not agree with. If you have financial problems, we may be able to give you a loan or make other arrangements to help you pay your service charges.

Communal Stairwells

In flats you must keep all shared stairways, hallways and landings clean. You must not leave any personal belongings or rubbish in these areas. We will remove all items left in these areas and charge you for the work.

Major alterations

You must not do anything which is likely to damage the structure of the building or cause damage to shared services such as plumbing to the roof tank, electricity or gas supplies, or sewerage. If you want to carry out any work which may affect the rest of the building you must first get our permission in writing. You may also need planning permission and building regulations approval.

Your responsibilities are explained in more detail in other sections of this booklet.

Our rights as landlord

Management and maintenance

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
- grounds maintenance.

We will consult you about changes in management and about major repairs and improvements.

Charges

We have the right and a legal duty to make charges for:

- ground rent
- management costs
- repairs to and maintenance of shared areas
- improvements to the block
- Grounds Maintenance (if received).

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. Examples would be if you removed a structural wall or if damage is being caused to other properties in the block for example, if a leak in your plumbing was flooding the flats below.

Our responsibilities as landlord

Repairs

We are responsible for keeping the structure and shared areas of the block in good repair.

Consultation

- We have to consult you about any repairs to your block that are likely to cost more than £250 to you, the leaseholder. As we have entered into a long-term partnership with Inspace Partnerships Plc before the end of 2003 we are no longer required to supply two estimates. This has shortened the consultation period from 81 days to 51 days
- The law does not say we have to consult about improvement work (such as installing a door entry system). But, as a responsible landlord, we will inform you about improvement work where your share of the cost is likely to be more than £100.

Consultation Procedure

Stage 1 – We will serve Notice of Intention on each leaseholder affected by the proposed works detailing:

- description of works to be carried out or where documents are available for inspection
- State the reasons why we consider it necessary to carry out the works
- State the estimated expenditure/cost of the works
- Invite written observations
- Leaseholders have 30 days to reply in writing.

Stage 2 – We will have a regard to leaseholders' comments received in relation to proposed qualifying works and estimated expenditure.

If observations are received we (the landlord) will reply in writing within 21 days of receipt giving our response, to the person who made those observations

CBH Serve a Notice of Intention
(with an estimate of costs)



Allow 30 days for observations on estimates



CBH will respond to any observation to individual leaseholders only within 21 days of receipt of observation

Charges

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, council tenants would be paying for your share in their rents and that would be breaking the Housing Acts.

The following sections of this handbook tell you in more detail about the services you are entitled to, and your rights and responsibilities as a leaseholder.



4. Buying, Selling (and Losing) a Leasehold Flat

If you are thinking of becoming a leaseholder

There are two ways you can buy the lease of a council flat:

- Using your 'Right to Buy' if you are a council tenant and you are already living in the flat (there are certain conditions you have to meet)
- buying the lease from the present leaseholder (if the flat has already been bought under the Right to Buy 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 your landlord we have the right to know who is responsible for the flat.

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



Selling your lease, or leaving it in your will

You have the right to sell your lease as long as the transfer is properly carried out and you tell us within one month of the sale. You can also 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. 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. We advise you to make a will if you have anyone you would want to leave your flat to, such as your partner or your children.

Losing your home by forfeiture or repossession

There are some circumstances when the Council or your mortgage lender could apply to the courts for possession of your home:

Forfeiture

Forfeiture is where the Council applies to the Court to end your lease because you have broken the lease conditions. This could happen if:

- you do not pay your service charges
- you are responsible for anti-social behaviour or harassment towards 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.

Forfeiture is a drastic action. As a responsible landlord, we only use it when we have to, to protect the interests of the council, 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 Leasehold Valuation Tribunal that the charges were reasonable and you had made no attempt to pay them.

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 for example, the Council as your landlord also has a legal charge on the property for money which is owed to them.

If you have problems paying your mortgage or service charges ask someone for help. Do not leave it until you are about to be evicted. We will always try to make an arrangement over service charges, and mortgage lenders will always discuss terms for making mortgage payments.

Visit the Customer Service Centre next to the Town Hall and ask for advice if you think you are at risk of losing your home. You can also visit the Citizens Advice Bureau or call National Debtline for free confidential advice on 0808 808 4000. Do not leave it until it is too late.

Buying the freehold of your block

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. Generally we are in favour of enfranchisement and our Legal Services department will be happy to give you the details on 01206 282216.

However, there are some things you should consider:

- You would own your flat in 'commonhold' with your neighbours and you would need to form a management committee for the block
- As the council would no longer be your landlord, you would all be jointly responsible for the maintenance and management costs for your block
- you would no longer be able to call on the council's housing service if you had problems with your neighbours
- If you get on well with your neighbours, you would have more say in the way your block is managed and the money that is spent on it.

If the block still had at least one council tenant remaining we would be represented on your management committee. You would charge us for our share of management and maintenance costs.

Remember that you can only apply for enfranchisement if at least two-thirds of the flats in your block are leasehold. If you are interested you should discuss it with your neighbours and then contact Legal Services (see the list of useful contacts at the end of this booklet).

Sub-letting your home

Lodgers and sub-tenants

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 have the right to take in lodgers or rent your flat to anyone you want to. You do not have to ask our permission, but you must let us know. If you sub-let, please give us your new address so that we can contact you.

Lodgers and sub-tenants do not have the same rights as you. So if your flat was repossessed by your mortgage lender or landlord, 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 flat 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. Ask our Customer Service Centre or the Citizens Advice Bureau what you should do to make sure you are legally protected. It is important that when taking in lodgers you do not become overcrowded.



5.Repairs and Maintenance

Who is responsible for repairs?

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 and the landings and hallways including lighting and controlled door-entry systems.

Repairs we are responsible for include:

Structure

- roofs, drains, gutters and pipes on the outside of your home
- outside entrance doors (but not the front doors of individual flats)
- window frames and sills (not including glass)
- outside paint work
- paths and steps (back and front)
- boundary fences (except some where you or a neighbouring owner are responsible)
- chimneys and chimney stacks
- stairs and landings
- garages and outbuildings, including drying areas.

Installations, fixtures and fittings:

- shared water pipes, water tanks, gas pipes and electrical wiring
- light fittings in shared areas
- controlled door-entry systems
- decorations in shared areas.

You are responsible for:

- all repairs to the inside of your flat, including your front door, glass in your windows and all fixtures and fittings
- water pipes, water tanks, gas pipes that are within your property
- any damage to the common parts and services caused by you, members of your household, or your visitors
- chimney sweeping.

How to report a repair which is our responsibility

There are many ways you can report a repair which is our responsibility:

- You can phone the **Housing Repairs Section** on **Freephone 0808 220 2222 or (01206) 282525**
- You can write to the Repairs section at **Colchester Borough Homes, PO Box 887, Colchester CO3 3YB.**
- You can call in at the **Customer Service Centre** next to the Town Hall, which is open 8.30am until 5.30pm Monday to Friday, and use the free telephone in the reception area.
- e-mail Housing.repairs@colchester.gov.uk
- report on line using website

For emergencies outside office hours you should call Freephone 0808 220 2222 or 01206 282525

What happens when you report a repair?

We will ask you for:

- your name and address
- as much detail as you can give about the problem and the repair that is needed.

When will the job be done?

We give all repairs a priority rating depending on how urgent they are. We will tell you which priority your repair is and how soon it should be done:

Routine – Most jobs are classed as routine. We do these repairs within 21 days. Examples of routine jobs are:

- repairs to paths
- carpentry repairs – repairing an outside doorframe
- brickwork repairs – repairing an outside wall
- leaking gutter or down-pipe.

Medium priority – This category takes account of special circumstances. It includes jobs which would normally have been routine but, due to special circumstances, they are dealt with more quickly. An example would be a disabled tenant whose wheelchair access is blocked. It also includes jobs which would normally be urgent but, for example because the property is empty, there is no immediate risk. We do these repairs within **7 days**.

Urgent – We will do these repairs within **48 hours** of receiving a report. This covers jobs which may cause a danger to you or other residents if left for a long time. Examples include:

- no lighting on a landing
- leaking drains
- broken windows in shared areas.

Emergency – These repairs are rare. This covers repairs which put you or other residents in immediate danger. We will do these repairs within **24 hours** of receiving a report (usually straight away). For examples include:

- flood
- no electricity to the block (except for power cuts)
- faulty door-entry system where residents unable to enter the building.

Making sure you get a good service

Do not forget that the cost of repairs will normally be shared between you, the Council and other leaseholders in your block. It is important that we all get value for money from the Repairs Service. If the job is not done properly, or is not done within the time given above, please let us know by contacting **Colchester Borough Homes, Leasehold Services Team on (01206) 282977 or (01206) 506923**.

Repairs to your own flat

You are responsible for repairs to the inside of your flat, including your front door and the glass in your windows. You should make your own arrangements to get someone to do the repairs for you.

If you, or someone you have employed, are carrying out repairs inside your flat you must make sure that no damage is done to shared services or the structure of the block. You will be liable for any damage caused to our property and you will have to pay to have it put right. If you are in any doubt about work you intend to carry out, contact the **Leasehold Services Team on 01206 282977** and explain the situation. They will decide if they need to inspect. You must not continue with the work if they tell you to stop.

You must not do repairs on landings, stairways and other shared areas. You would not be covered by Colchester Borough Council's insurance if you had an accident or caused damage. If you, your visitors or members of your household cause damage to shared areas you will have to pay for the repairs.

Always report repairs in shared areas to the Housing Repairs Service on Freephone 0808 220 2222 or 01206 282525.

Doing your own alterations

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 tenants. 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 which affect walls, windows, doorframes, plumbing and electrical services

The outside window frames belong to the landlord. You must not replace your windows unless we have given you permission in writing.

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.
- front doors – Individual flat doors giving access to internal communal entrance lobby/staircase areas are to be half hour fire resistant standard FD30S. Individual external front and back doors with no access to communal areas should be 3mm high impact flame retardant PVC embossed wood grain effect.
- 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).
- laminate flooring – Laminate flooring is very popular, but can cause problems. Laminate flooring is not good for sound proofing and can cause noise problems for neighbours if laid in an upstairs flat.

How do I get permission?

Write to the Leasehold Services Team at PO Box 887, Colchester CO3 3YB.

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

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

We will give you an answer within seven 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. To appeal you will need to write to the Leasehold Co-ordinator, Colchester Borough Homes, PO Box 887, Colchester CO3 3YB.

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/conditions of your lease.

The permission we give you to go ahead is not the same as planning permission. You are responsible for getting any necessary planning permission or building regulations approval. We will normally make it a condition that you do this when we give you permission for the work.

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

Grants you can get for improvements

Sometimes you can get financial help from the Council towards the cost of home improvement work. Usually this is for people who are on a low income.

For more information please contact **Private Sector Housing**, PO Box 887, Town Hall, Colchester CO1 1ZG or telephone them on Colchester 01206 282844.

E-mail privatesectorhousing@colchester.gov.uk

Website www.colchester.gov.uk

Help for leaseholders from the Warm Homes Project

Saving energy concerns us all. We are affected by the cost of our fuel and the need to look after the environment. Some of us need to keep warm for health reasons. For others, condensation causing damp in the home can be an issue.

If you would like more information about saving energy, keeping warm, grants or the other schemes that are available please contact **The Warm Homes Team** on 01206 282541 or write to The Warm Homes Team, PO Box 5215, Town Hall, High Street, Colchester CO1 1GG.





6. Management of your Block

Living in a flat

Being a good neighbour

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 pets under control
- to be a good neighbour. Remember that under your lease agreement you have a duty not to cause a nuisance or annoyance to your neighbours. You are also responsible for making sure that your family and visitors to your home do not annoy your neighbours.



Shared areas and services

We are responsible for maintaining the shared 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 community housing officer at once. If you can get evidence of who caused the damage we can charge them for it so that none of the cost will fall on you in your service charges.

Cleaning Service of 3 Storey Blocks

The Cleaning Service will include:

- A weekly internal pick up and disposal of litter.
- A weekly internal sweep of all communal floors and stairs.
- A weekly wet mop of communal floors and stairs and removal of stubborn marks and chewing gum etc.
- A weekly vacuum of entrance mats and wells and any other carpeted areas.
- A weekly wipe of banister rails, window sills.
- A weekly cleaning of glass to communal doors and other communal glass.
- A weekly washing of communal walls, doors and high level surfaces.
- A weekly clear of cobwebs.
- A weekly clean of internal light fittings.
- A weekly clean of communal wooden paintwork.
- A minimum of 3-4 months machine scrub of communal floors dependent on floor surfaces.
- A weekly external pick up and disposal of litter.
- A weekly sweep of external paths and bin area.
- A weekly wash down of external paths and bin areas.

Cleaning Service of 2 Storey Blocks

This cleaning service will include:

- A yearly steam clean of all communal floors.
- A six monthly clean of all communal light fittings.
- A monthly clean of communal skirting boards, internal sheds, bin store doors.
- A monthly wash of communal walls.
- A monthly clear of cobwebs.
- A monthly litter pick and sweep of pathways leading to the block of flats.
- A monthly clean of banisters, communal internal windows, communal internal windowsills, communal windows partitions.
- A monthly clean of all communal floors, and a three monthly clean of all external windows.

Grounds Maintenance

If you have shared grounds and drying areas around your block, we will maintain these during the year.

Your Grounds Maintenance Service includes:

- Grassed areas will be mown every 2-3 weeks between March and November.
- Grass cuttings are not collected, but any grass cuttings on paths will be swept back onto the lawn.
- Before cutting the grass, any litter on the lawn will be removed.
- Shrub borders will be maintained 8 times between March and October and once between November and February.
- On each visit all litter and weeds will be removed.
- Shrubs will be pruned according to type.
- Hedges will be cut 2 times between June and November. No hedge cutting will take place between February and May because of bird nesting.
- Trees are inspected twice a year and any dead or diseased trees are reported to the Council's Tree Officer.
- Paths, drying areas and car parks where necessary will be swept and cleared of litter.
- Weeds will be sprayed 3 times during summer.
- Moss/Lichen will be treated when identified as a problem.

You and your neighbours

As a leaseholder with Colchester Borough Council, you 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.



Anti-social behaviour

Anti-social behaviour can cause considerable stress and anxiety to residents and their families. We are committed to tackling anti-social behaviour quickly, fairly and effectively to make your communities safer. We rely on you to help us by being a good neighbour and by reporting any incidents of anti-social behaviour to us or the agencies that need to know, for example, the Police.

Respect Standard

Colchester Borough Homes has signed up to the Government's RESPECT standard. The standard has two main aims:

- To create and develop a climate in which landlords take action on anti-social behaviour as a core part of their activities and residents can be certain they will do so.
- To provide a benchmark for landlords to measure their services and work towards improvement.

What is anti-social behaviour?

Anti-social behaviour is behaviour that unreasonably interferes with other people's rights to use and enjoy their home, street or community. There are many different types of anti-social behaviour for example:

- Criminal activities such as drug dealing, criminal damage
- Hate crime such as racism, homophobia
- Threats or harassment
- Domestic violence
- Noise
- Conditions of home and garden
- Misuse of property
- Problems with animals
- Cars and vehicles such as parking or repairs

Anti-social behaviour - How we can help

If you cannot sort out your problem by talking to your neighbour then you should talk to your community housing officer, either at Customer Service Centre or at the Greenstead Local Housing Office, Hawthorn Avenue, Colchester. They will be able to tell you about your rights and explain what we can and cannot do to help.

In most cases your community housing officer will talk to your neighbour about the problem. They can also send a written warning if your community housing 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 community housing 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 council tenant or leaseholder is the victim (or the cause) of the nuisance. However, there is little we can do if you do not collect this evidence.

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 community housing officer if it doesn't stop.

Hate Crime

A hate crime is any incident, which is perceived by the victim, witness or any other person as being motivated by prejudice or hate. Some examples of hate crime are harassment, bullying or name calling.

We have an equal opportunities policy which promotes equality and values diversity. We take hate crime very seriously and are dedicated to tackling this kind of behaviour.

It is your view of an incident that is most important. If you experience or witness hate crime, please contact Colchester Borough Homes immediately on the Freephone number 0808 220 3333. We encourage and promote the reporting of hate crime and we will ensure that victims and witnesses are interviewed in a safe, comfortable and confidential environment.

Domestic Violence

We recognise domestic violence as the abuse of one partner by the other, within an intimate or family-type relationship. It is the repeated, random or habitual use of intimidation to control a partner. Anyone forced to alter their behaviour because they are afraid of their partner's reaction is being abused. We understand that domestic violence can include physical, sexual, emotional, psychological and financial abuse and is most commonly a mixture of them all.

If you are suffering domestic violence call the 24 hour Freephone National Domestic Violence Helpline on 0808 2000 247 or Police Emergency 999.

You can also contact your community housing officer on the Freephone number below who will discuss your situation in confidence and look at the options available to you.

How do I complain about anti-social behaviour?

There are lots of ways to report anti-social behaviour:

In person

You can ask an officer to call at your home by appointment. To book an appointment call the Freephone number shown below. You can call in person to

- one of our surgeries,
- at Greenstead Local Housing Office

By telephone

Ring the Freephone number 0808 220 3333.

By letter to your Tenancy Enforcement and Support Officer, Colchester Borough Homes, PO Box 7888, Colchester CO3 3YB

By e-mail – cbh@colchester.gov.uk

What happens next?

Once we have received your complaint. We will:

- Treat your complaint in the strictest confidence.
- Arrange to interview you within the service standards set out in our leaflet **“Tackling anti-social behaviour”**.
- Offer a sensitive, victim-oriented approach and ask you if you would like to be interviewed by a female or male officer.
- Where appropriate offer a free interpreter or translation service.
- Agree an action plan with you which may require you to keep a record of events.
- Gather evidence, liaising with other agencies to provide effective support and action against the perpetrator/s.
- Advise victims and witnesses of the available support agencies and what Colchester Borough Homes can do to support them.

There may be times when we think there is not a problem to resolve. We will be honest with you and tell you if we think there is no case to answer or if we cannot take action. We may be able to refer your complaint to another agency that will help you resolve the problem.

Working in Partnership

SEAMS Mediation

Colchester Borough Homes works in partnership with SEAMS mediation service. We often use this service where neighbours are in dispute about matters we are unable to resolve. Mediation is where a person outside the situation comes in to resolve differences between people. This person a trained mediator will organise a meeting for both parties to talk and listen to each other to help them resolve their problems.

Vandalism and graffiti

We need your help to stop vandalism and damage. You should report any incident to your housing 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.

Pets

If you have a pet, you must make sure that it is kept under control and does not annoy neighbours. This is a condition of your lease. 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 a new home for your pet.

If you are thinking of getting a pet you should think carefully whether it is suitable for living in a flat.

If you are having problems with dogs (your own or someone else's), you can ask the council's dog warden to help. See the list of useful contacts at the end of this booklet.

Gardens

If your flat has 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 shared gardens round your block we will maintain them (except those covered by the 'residents' planting scheme'), but you can help by not dropping litter and not parking on the grass. Remember that you pay service charges towards maintaining shared 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. We will not normally refuse as long as it is installed properly. You may also need planning permission. See the section on 'Making your own alterations' which explains how you go about getting permission from us.

Car parking

Most blocks of flats have shared parking areas. Some flats and maisonettes have their own driveway to park on.

Parking in shared areas is 'first come – first served'. No one has their own parking space.

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.
- 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 community housing officer if someone is causing a nuisance in your parking area.

Garages

Near most blocks of flats we have garages to let.

In some areas there is a waiting list for garages.

If you want to rent a council garage ask an assistant housing officer for details.

Refuse

We will take away all normal household rubbish as part of the weekly refuse collection service. If you have other types of rubbish such as old furniture, you can either take it to the Civic Amenity Site at Shrub End Road or you can ask for it to be collected by the Council's Street Services. There is a £20 charge for collecting fridges and freezers,

In most areas there will be skips at certain times so that you can get rid of domestic rubbish.

You must not put garden rubbish in the normal black sacks. We will collect garden rubbish if it is put into the white sacks you can get from the Customer Service Centre reception.

Rats, mice and other pests

Colchester Borough Council have trained and experienced pest control officers that will eradicate infestations of pests such as rats, mice and a wide range of insect pests including fleas, wasps, bed bugs and carpet beetles. You can contact the **Animal Control team on 01206 282582**.

Treatments for bed bugs and cockroaches are FREE (in the interests of public health).

If you are currently receiving a qualifying benefit i.e. Income Support, Family Credit, Job Seeker's Allowance or Council Tax Benefit, a reduced fee applies. Otherwise, treatments are subject to a charge set by the Council.

For more information, contact the Animal Control Section 01206 282582 or email animalcontrol@colchester.gov.uk

Condensation

Condensation can be a problem in flats 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 limit 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 saucepans, close the kitchen door and open a window or turn on the extractor fan.
- 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.
- 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. Do not 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.

You can get a leaflet about dealing with condensation from the Customer Service Centre and Greenstead Local Housing Office.

Gas Servicing

Under the terms of your lease you are required to supply evidence to Colchester Borough Homes, of a regular annual gas service. This must be undertaken by a CORGI*registered gas fitter under the Gas Safety (Installation & Use) Regulations 1998. You will need to send us the green copy of the CP12 form, the Landlord/Home Owner Gas Safety Record.

*details of CORGI can be found in the useful contacts section of this handbook.

To make this easier for you CBH are delighted to announce that from February 2007 we have negotiated a comprehensive service plan at a very competitive price with Seager Home Solutions to provide annual and emergency gas servicing. For full details of this plan or to receive expert advice please contact Seager Home Solutions on 01473 824 884. For an application pack contact the Business Finance Team at CBH.

Asbestos

Asbestos is a naturally occurring mineral fibre used as a binder to provide rigidity to other material such as cement. It is also fire resistant and was added to a variety of products to strengthen them and to provide heat insulation and fire resistance. Asbestos comes in several different types, some of which are more dangerous than others. However, all types of asbestos are now considered dangerous if the fibres are inhaled. Asbestos if undisturbed is perfectly safe, but if it crumbles easily when handled or it has been sawed, scraped or sanded into a powder it is more likely to cause a health hazard.

What if I have or discover asbestos in my home?

If you think asbestos may be in your home, **Don't Panic!** There is no danger unless fibres are released and inhaled into the lungs. Usually the best thing is to leave asbestos material that is in good condition alone

Check material regularly if you suspect it may contain asbestos.

Insurance

The Housing Acts state that the Council as landlord is responsible for insuring the structure of the building including your property. Therefore we would be required to rebuild or reinstate the property in case of destruction or damage by fire, storm, flood or any other cause against the risk of which it is normal practice to ensure. Your property is insured for its full re-instatement value and the policy will not be allowed to lapse under any foreseeable circumstances.

As a leaseholder, you are required to make a contribution towards the cost of the insurance policy. As from 1st April 2006 the building insurance is charged as part of your service charges.

If you need to claim on your building/s insurance do the following:

- Obtain a claim form from the Leasehold Services team on 01206 282977 or 01206 506923.
- If you contact Zurich about a claim you will need to tell them your policy number which is HB-19H067-0021, your name, property address and what caused the damage. Tell the Police if something has been stolen or maliciously damaged. Zurich Municipal telephone number is 0121 456 1999.
- You can arrange for emergency repairs to be carried out to prevent further damage occurring. Keep the bills, as these could form part of your claim. The Zurich 24 Hour Emergency Repair Service number is 0800 028 0338.
- When repairs are not necessary immediately You should obtain, if possible, two estimates for repair or replacement. Do not delay in sending your claim form to Zurich while waiting for estimates You can send them on as soon as you have them.
- You must make a claim within **30 days** of the damage being caused and within **7 days** if malicious damage has been caused.

A summary of your building insurance policy can be found on the following page.

Summary of cover



Houseowners' Policy

Policyholder: Colchester Borough Council

Policy Number: HB-19H067-0021

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by Zurich Municipal's Houseowners' policy. The full terms, conditions or exclusions are shown in the Policy Document, which can be obtained from Zurich Municipal.

The Policy provides:

Indemnity against specified risks of accidental loss, destruction or damage to the Property Insured.

Period of Insurance:

The renewal date of the policy is 1st August. The policy cover will normally run for 12 months and is renewable annually.

Summary of features and benefits

(The relevant page number in the policy is shown beside each section of cover).

Insurance is provided against the following events: fire, lightning, explosion, aircraft, riot, civil commotion, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, falling trees, impact, theft, leakage of oil, aerial breakage, accidental breakage of fixed glass and fixed sanitaryware, accidental damage including to supply pipes and cables, subsidence, ground heave, landslip.

This Policy covers the private dwelling described in the Schedule including landlord's fixtures and fittings, outbuildings, garages, walls, gates, fences, patios, terraces, drives, paths, fuel storage tanks, service pipes and service cables relating thereto.

Property Insured:

Sum insured

Loss of rent and alternative accommodation

Professional Fees

Removal of Debris

Public Authorities

Excess if differing from those stated under the Summary of Exclusions (Operative Endorsements)

Limit Applicable:

£29,240,000

20% of the Reinstatement Value

As per the Policy Document

As per the Policy Document

As per the Policy Document

See Below

Summary of exclusions

(The relevant page number in the policy is shown beside each section of cover).

Excess

- A £100 excess applies each and every loss in respect of Storm, Flood, Burst Pipes and Accidental Damage.
- A £250 excess applies each and every loss in respect of Malicious Damage.
- A £1,000 excess applies each and every loss in respect of Subsidence, Ground Heave and Landslip (see separate exclusion below).

Storm or Flood

- Damage caused by frost, subsidence, ground heave or landslip.
- Damage attributable solely to changes in the water table level.
- Damage in respect of fences and gates.

Unoccupied Properties

- Damage caused by Escape of Water, Theft, Accidental Breakage of Fixed Glass and Fixed Sanitaryware in respect of Buildings which have been empty or not in use for more than 30 consecutive days.

Subsidence, Ground Heave or Landslip

- The first £1,000 of each and every loss in respect of Buildings.
- Damage in respect of patios, terraces, swimming pools, tennis courts, walls, gates and fences unless also affecting a Housing Property as defined by the Policy.
- Damage caused by:
 - The normal settlement or bedding down of new structures
 - The settlement or movement of made up ground
 - Coastal or river erosion
 - Defective design or workmanship or the use of defective materials
 - Damage resulting from demolition, construction, structural alteration or repair of any property, or groundworks or excavation at the site of the Buildings.

General Exclusions

- Loss or Damage caused by:
 - Ionising radiation or contamination by radioactivity
 - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

Pollution or Contamination

- Damage caused by pollution or contamination other than that which itself arises from a contingency hereby insured against or a contingency hereby insured against which itself arises from pollution or contamination.

Claim notification

You should contact the Policyholder at the address overleaf if you want to make a claim or call 01206 282977.

You will need to notify us of a claim as soon as possible, and within 30 days of the claim (7 days in respect of riot or malicious damage) provide full details including supporting evidence in writing to us.

You will also notify the Police as soon as possible in the event of theft or malicious damage.

Complaints Procedure

At Zurich Municipal we always endeavour to deliver a quality service but we recognise that very occasionally things may go wrong. If you have any cause for complaint, you should in the first instance call or write to either your normal point of contact or the office that issued your policy. Please quote the details of your policy (your policy number, your name, your organisation's name, etc.) If the matter is not resolved to your satisfaction, please write to the Manager of the office that administers your policy. In the unlikely event that you are still not satisfied with our response, please write to our Chief Executive at:

Zurich Insurance Company
The Grange
Bishops Cleeve
Cheltenham
Gloucestershire
GL52 8XX

E-mail: chiefexecutive@uk.zurich.com

If you are still not happy with the way we have dealt with your complaint, you may have the right to ask the Financial Ombudsman Service to review your case:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800

Email: complaint.info@financial-ombudsman.org.uk

NB. The above does not affect your legal rights.

Cancellation Procedure

We (or our authorised agent) may cancel your policy by giving you 30 days written notice by recorded delivery to your last known address. We will refund the premium for the remaining days when we will not be on cover.

Buildings insurance does not cover the contents of your flat such as your furniture and personal belongings. To cover these you should arrange your own home contents insurance.

What if I do not have home contents insurance?

If you do not have home contents insurance you are taking a big risk.

- Suppose you had a fire, a flood or a break in, in your home. Could you afford to replace your furniture, clothing and belongings?
- What if you live in an upstairs flat or maisonette and your bath overflowed and flooded out your downstairs neighbour? You would be responsible for the damage, but could you afford to pay if your neighbour took you to court?

What will it cost?

Home contents insurance need not be expensive, and most companies will let you pay in instalments. There are many insurance companies in the Colchester area and many banks and buildings societies also sell insurance. Costs will vary so it pays to shop around for a good deal.

It is better to be safe than sorry. Make sure you are properly insured and keep to the conditions of the policy.



7. Service Charges

Why do I have to pay service charges?

When you bought your lease, in effect you became a 'shareholder' in the building your flat is in. This means that you have a responsibility to pay your share of the costs of maintaining and managing the building.

If you owned a freehold house you would have to pay all the costs of running your house.

As a leaseholder you share those costs with your landlord and other leaseholders. If you have not owned a home before the cost of running it can come as a shock.

As your landlord we have a legal duty to maintain the building and charge you your share of the cost. **CBC** also have to pay their share. The costs are shared equally among all the flats in the block unless a cost belongs only to one flat or to part of a block) For example, if there are 10 flats in your block and 7 of them are rented to council tenants and the other 3 are leaseholders, each leaseholder will pay a tenth of the cost and CBC will pay seven-tenths for our tenants. (The rent that council tenants pay covers the cost of repairs to council homes.)

As a social landlord we are committed to maintaining our properties to a high standard. This means that we have to spend money on keeping them in a good state of repair.

We may sometimes spend more than a private landlord would because we have a duty to provide everyone with good homes. If we did not spend this money the flats would deteriorate and your flat would be worth less if you wanted to sell the lease. It would also become less pleasant to live in.

We try to bear in mind that some of everything we spend is financed by leaseholders and tenants. Some leaseholders would rather we did not spend any money at all. But if we did this your investment in your home would suffer and we would not be doing our duty to our tenants. We are able to get 'economy of scale' on our repairs contract because we maintain more than 7,000 homes and we have a team of surveyors and architects to look after your home.

Government regulations covering contracts make sure that our contractors give value for money.

How your charges are made up

Your service charges are made up of the following costs:

- ground rent (at the moment this is set at £10 a year under the Housing Act 1985)
- repairs and maintenance to your block, for example, outside painting, repairs to roof, stairway lighting or window replacements
- improvement work on the block or on your flat, for example, new controlled door entry system, refurbishing stairs and landings
- grounds maintenance for shared garden areas around your block
- management charge (our costs in managing leasehold flats)
- buildings insurance.

These costs will be listed on your service charges invoice. Normally you will get one invoice every year. You may be sent another special invoice if:

- repair or improvement work has been carried out to your flat alone
- you are being charged for damage you have caused.

Costs are shared as follows:

- costs that apply to the whole block, such as repairs, improvements and grounds maintenance, are shared equally between all council and leasehold flats in the block
- in some cases, costs are shared between the people who live in part of a block, such as repairs to a stairway serving just a few flats in a large block
- costs that apply only to one flat, such as a special improvement or a charge for damage are charged just to that flat
- management costs are shared between all the Council's leasehold flats, around 930 of them, according to a formula which takes account of the amount of work we have to put into managing each type of block
- insurance costs are shared equally between all council and leasehold flats.

We deal with thousands of repair and maintenance jobs every year but we make sure that you are only charged for costs which belong to the block you live in. You do not have to pay for anyone else's home.

The first five years

If you buy a council flat as a secure tenant under the Right to Buy 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.



Your right to be consulted

Under Section 20 of the Landlord and Tenant Act 1985 you have a right to be consulted about major repairs to your block. 'Major repairs' means any job or contract which is expected to cost more than £1,000 altogether, or £250 to each leaseholder, whichever is more. However, these amounts could change.

If we expect a job to cost more than this amount we **must** consult you by:

- giving you a full description of the work needed
- telling you who to send your comments to
- giving you at least one month to give us your comments.

We will inform you of these repairs by writing to you. We may also put up a notice in the entrance of your block. We will give you the name and telephone number of a council officer you can speak to about this job.

These rules do not apply if we have to start work urgently because of a genuine emergency, such as gale damage to the roof.

The rules only apply to repair work. We do not have a legal duty to consult you about improvements, but we will always tell you in advance about major improvement work and give you time to comment before we start work. We will give you an estimate of what your share of the cost is expected to be.

Please tell us if you think we have not consulted you properly about major works.

How you get your bill

Every year around 1st April we will send you an invoice for the estimated service charges for the coming year. The estimated service charges will usually cover all or most of what we expect to charge you in the year.

However, the actual costs may turn out differently, so we may also send you a special invoice at any time in the year if:

- the actual cost of maintenance and improvement work is much more than we estimated
- you have had a special major repair done such as window replacement
- you have had a special repair inside your flat
- you are being charged for repairing damage you have caused.

Around autumn each year we will send you an 'annual statement of charges' which shows the actual charges for the previous financial year. It will show:

- your ground rent for the year
- repairs and maintenance for the year
- grounds maintenance (if we provide it)
- management charge for the year
- building insurance for the year
- communal cleaning (three-storey blocks only)
- what about two storey blocks
- communal lighting (if there is any)
- any charges unpaid from last year
- any credit/debit balance on your account.

The statement will also show:

- a list of the repairs you are being charged for
- any money you owe, or have overpaid, from previous years.

The annual statement of charges is just for information. It is not a bill. However, you may get a bill with the statement if the actual charges for the year turn out to be much higher than the estimated charge.

Paying your bill

There are two options for paying your bill:

- You can pay the full amount within 28 days.
- You can ask to pay by monthly instalments.

You also have a choice of ways to pay:

8 easy ways to pay



Choose to pay by **DIRECT DEBIT**

What is it?

Payments are automatically paid from your account by your bank or building society.

What are the advantages?

There is no queuing and you have a choice of two payment dates – 8th or 25th of the month. You won't have to do a thing and you are still in control.

How do I apply?

You can arrange to pay your service charges by direct debit by telephoning **01206 282977** or **01206 282557** or visiting www.colchesterboroughhomes.co.uk



Choose to pay by **PHONE** (Using your debit or credit card)

What is it?

Payments are automatically taken over the telephone from your debit or credit card.

What are the advantages?

You can pay at any time, on any day and there is no extra charge apart from the cost of your telephone call.

How do I pay?

You will need to have your eight number payment reference (shown on the front of your service charge payment card) and your debit or credit card ready. Then telephone the Leasehold Services Team on **01206 282977** or **01206 282557**.

**Choose to pay by STANDING ORDER*****What is it?***

Payments are automatically paid from your account by your bank or building society.

What are the advantages?

There is no queuing and you can choose your payment date. This can be any day of the week. You can choose to pay weekly, fortnightly or monthly. You are in control of your payments but if your service charge changes you will need to vary the amount you pay through your bank or building society.

How do I apply?

Telephone **01206 282977** or **01206 282557** and ask for an application form.

Download an application form from **www.colchesterboroughhomes.co.uk/tenant-issues/housing-management/how-to-pay-cfm**.

**Choose to pay ONLINE (Using your debit or credit card)*****What is it?***

Payments are automatically taken on line.

What are the advantages?

There is no queuing and you can pay at any time, on any day.

How do I pay?

You will need to have your eight number payment reference (shown on the front of your Service Charge Payment Card) and your debit or credit card ready. Then visit www.colchesterboroughhomes.co.uk



Choose to pay at your **BANK** (cash, cheques and cards)

What is it?

Payments are taken at the counter at your bank

Colchester Borough Council's bank is Barclays, High Street, Colchester

You will need to quote our:

Bank Sort Code 20-22-67

Account number 60018082

Your eight number payment reference (shown on the front of your service charge payment card)

What are the advantages?

Save time by paying your service charges whilst visiting your bank to pay other bills.

How do I pay?

You can pay over the counter at your bank or Barclays Bank free of charge. You can either use their forms or the payment slips we provide. If you do not have a bank account you can use our payment slips or the payments slips provided by the bank but there may be a charge for this service. If you would like a book of payment slips please telephone **0808 220 1111**.

You can also make payments using your own bank's telephone banking facilities. Please arrange this through your bank.



Choose to pay at the **POST OFFICE** (cash, cheques and cards)

What is it?

Payments are taken at the Post Office over the counter free of charge. Payments may take up to four working days to appear on your account.

What are the advantages?

Conveniently you can pay at any Post Office within the Borough.

How do I apply?

You will need to apply for a swipe card through the Customer Service Centre, Angel Court or Greenstead Local Housing Office, Hawthorn Avenue or by telephoning **01206 282557** or **01206 282562**.



Choose to pay by POST (cheques or postal orders only)

What is it?

Payments by cheque or postal orders can be sent through the post.

What are the advantages?

You are in control of your payments and you can pay on any day of the week. Remember to allow for the time it takes for your cheque or postal order to reach us.

How do I pay?

Please send cheques or postal orders only, made payable to Colchester Borough Council and send to: **Colchester Borough Homes, FREEPOST NAT 13892, Colchester, Essex, CO3 3BR**. Please write your account reference on the back of cheque or postal order. If you want a receipt, please send a prepaid or stamped, self addressed envelope.



Choose to pay by TEXT

What is it?

You can make payments from your mobile phone using text messaging. Any phone that can send and receive text messages is suitable for the system.

What are the advantages?

There is no queuing and you can pay on any day, anywhere and at any time.

How do I pay?

Firstly you will need to register the debit or credit card that you want to use for making payments. You can do this through the internet at www.colchester.gov.uk or by telephone **01206 282725**. Your account will then be activated.

Whenever you wish to pay simply text **PAY RENT** followed by the amount you wish to pay to **82010**. You will then receive a text message asking you to confirm your payment by texting the last four numbers of your registered debit or credit card.

If you have problems paying your service charges

If you find you cannot pay your service charge bill straight away do not ignore it. It will not go away and you could end up losing your home if you do not try to pay it.

First of all you should see if you are entitled to any benefits. Leaseholders cannot get Housing Benefit but you may be entitled to Council Tax Benefit and perhaps Income-based Jobseeker's Allowance, Income Support or Pension Credit. See the section on '**Claiming Benefits**'.

There are also ways we can help you spread the cost of a large bill:

- Firstly, you can ask to pay by monthly instalments. This will allow you to spread the cost over 12 monthly payments.
- If you cannot afford to spread the cost over one year, you can ask for a loan which will spread the cost over several years.

A loan is a good way of dealing with a bill which is unusually large because of a major repair or improvement, such as window replacement or refurbishment of your block. It is not so good for dealing with an ordinary annual charge if you are likely to get the same charge again next year. You will still be paying the loan charges on last year's bill when you have to start paying next year's bill. You therefore need to think carefully whether a loan is the best thing or whether you would be better off trying to pay the bill in the current year by monthly instalments (this way you avoid interest charges and legal fees).

There are three main ways you can get a loan to cover all or part of your service charges:

- an ordinary bank loan (ask your bank for details)
- a secured* loan from your mortgage lender
- a secured* service charge loan from us.

* *a secured loan is one that is 'secured' against your property, like a mortgage. It means that the lender has a right to recover the loan from the value of your property (by selling it if necessary) if you do not make the proper repayments. You could lose your home if you do not keep up the payments on a secured loan.*

The next section tells you about loans we can give you. If you want to apply for a loan, if you want to pay by monthly instalments, or if you have any other problem paying your service charge bill, please contact our **Leasehold Services Section telephone (01206) 282977 or (01206) 506923.**

Service charge loans you can get from the council

There are two types of loans CBC can give and they are controlled by government regulations:

1 Loans under the Housing (Service Charge Loans) Regulations 1992

You have a legal right to a loan under these regulations if:

- your lease is not more than ten years old
- the charges made since the start of the lease are at least £2,000 but not more than £20,000
- you owe at least £500.

If you qualify for one of these loans, there are several conditions:

- You can get a loan for **maintenance charges** which includes window replacements and any improvements to existing features **but not improvement work** which means new features such as door entry systems, and **not for ground rent, management charges, insurance and other regular yearly charges.**
- The loan must be for at least £500.
- The loan must be secured against your property like a mortgage.
- You still have a right to a loan even if you have 'negative equity' on your mortgage. Negative equity is where the money you could get from selling your flat is less than the amount you owe on your mortgage.
- You cannot get a loan under these regulations if your lease is more than 10 years old.

The regulations also set an upper limit on the time the loan can be repaid over:

- three years for a loan between £500 and £1,500
- five years for a loan from £1,500 up to £5,000
- ten years for a loan over £5,000 (the limit is £20,000).

You can take out a loan for a shorter period if you want. Interest is charged on the loan and there is an administration charge which is added to the cost of the loan. Ask the Council's Financial Services for the interest rates.

2 Loans under the Housing Act 1985

In some cases the Council can give loans under these regulations if you would not be entitled to a loan under the Housing (Service Charge Loans) Regulations 1992. Loans under the Housing

Act 1985 can cover the following situations:

- You can still get a loan if your lease is more than 10 years old.
- You can get a loan for improvement work as well as maintenance work.

However, you cannot get a loan under these regulations if you have 'negative equity' on your mortgage. Negative equity is where the money you could get from selling your flat is less than the amount you owe on your mortgage.

Loans under the Housing Act 1985 are 'discretionary'. This means you do not have an automatic right to a loan and the Council can choose whether to give you a loan or not. The Council will normally give you a loan if they think it will help you.

The law does not set a lower limit for the amount of the loan, and it does not give a repayment period. However, because of the administrative costs (which you would have to pay) the Council would not normally give a 'Housing Act' loan for less than £500 or for a period of more than 5 years.

What if I do not agree with my charges?

We will always try to work out your charges correctly and fairly, but if you think we have made a mistake or charged you for something you haven't had please do the following:

- First of all tell our **Leasehold Services Section** straight away – they will look at your account again and make sure it is correct.
- If you are still not happy with what they tell you, write to the **Leasehold Services Section**, PO Box 887, Colchester CO3 3YB and give your reasons. You need to be clear exactly what charges you do not agree with and why.
- If you still think you are being charged unfairly, you will be able to apply to an independent **Leasehold Valuation Tribunal**.

Leasehold Valuation Tribunals were set up under the Housing Act 1996. Either you or the landlord (the Council) can apply to the tribunal to settle a dispute over charges. The tribunal will decide:

- if the cost of the services we are charging for is reasonable
- if the work being charged for is of a reasonable standard
- if the amount we are asking for in advance is reasonable.

You cannot appeal to a tribunal if:

- a court or tribunal has already made a judgement about your charges
- you have already agreed that the charges are correct.

The tribunal may decide that you must pay all of the charges, or they may decide that we must reduce our charges to you. Once the tribunal have made a decision we are both bound to accept it.

The tribunal can charge up to £500 maximum to hear your case. They may decide not to charge you costs, or they may decide to charge costs against the Council. They are more likely to charge you costs if they think your claim is unjustified.

If you want your service charges to be considered by a Leasehold Valuation Tribunal, tell the Leasehold Services Team – we will tell you how to go about it.

Remember, if you think your charges are wrong, tell us first – we will try to sort it out.

What happens if I do not pay my charges?

Your lease is a legal contract between you and the Council. Under the lease you have to pay all reasonable charges that the council pays to manage and maintain your block.

If you refuse to pay your charges you are breaking the contract and the Council can go to court to ask to have your lease 'forfeited'. 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. If you have a loan from a bank or building society we would tell them before we started legal action. As they have a legal interest in the property they could decide to pay the bill themselves and then take their own legal action against you. If you have problems paying your charges we will always try to help as explained on pages 55 to 58. But if it becomes clear that you are making no effort to pay your charges we can:

- 1** apply to a Leasehold Valuation Tribunal for a decision that your charges are fair
- 2** apply to the court for your lease to be forfeited and repossess your home.

We hope that things never get to this stage, but it does happen and people do lose their homes.



8. Claiming Benefits

If you are on a low income you may be entitled to a number of benefits which can help towards your housing costs. As a leaseholder, you may be entitled to claim:

- Income-based Jobseeker's Allowance (IbJSA) – if you are 'signing on' or
- Income Support (IS) – if for example you are unable to work because you are ill or disabled or if you care for someone who is; or if you are a lone parent; or
- Pension Credit (PC) – if you are aged 60 or over; and
- Council Tax Benefit – if you get IbJSA, IS, PC or are on a low income and have less than £16,000 savings; and
- Council Tax discounts (whether or not you are on a low income)

There are many benefits you can get, depending on your circumstances. Our Customer Service Centre, High Street, Colchester can give you information on the benefits you can get as a homeowner. Telephone 01206 282300 or call into the Customer Service Centre.

Claiming IbJSA, IS or PC

If you get IbJSA or IS you may be able to get help to meet all or some of the cost of the interest on any mortgage you have taken out to buy the lease on your home, but you may have to wait 26 or 39 weeks before you get this help.

If you or your partner is aged 60 or over you may be able to get PC to meet all or some of the cost of the interest on any mortgage you have taken out to buy your lease. If you can claim PC there is no waiting period before you can get help with the cost of the mortgage interest.

- Management fees
- Building insurance
- Minor repairs
- Cleaning shared areas
- Interest on service charge loans.

IbJSA, IS and PC does not pay for:

- Major repairs*
- Improvement work*
- Heating provided by the landlord.

*You can get IbJSA, IS or PC to help to pay the interest on some loans for major work and improvements, but the rules are complicated so get further advice.

If you think you may be entitled to claim or want further information on:

Income-based Jobseeker's Allowance or Income Support contact
JobCentre Plus on 0800 0555 6688

Pension Credit contact **The Pension Service on 0800 99 1234**

Council Tax Benefit

If you get Income-based Jobseeker's Allowance, Income Support or Pension Credit-guarantee credit you will get all of your Council Tax paid for you.

If you get Pension Credit-saving credit only or are on 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 welfare benefits or credits. 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.

Second Adult Rebate

If you have to pay Council Tax and the only person living with you is on an Income-based Jobseeker's Allowance, Income Support, Pension Credit-guarantee credit, 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, contact Colchester Borough Council Benefit's Team on **01206 282300**.

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-based Jobseeker's Allowance or Income Support the contact centre will complete the CTB application form on your behalf and then check it when you attend your interview at the Job Centre Plus, who then send the information onto Colchester Borough Council. If you choose to complete the Income-based Jobseeker's Allowance or Income Support claim pack yourself a claim form for Council Tax Benefit (HCTB1) will be included for you to fill in and send on to Colchester Borough Council.

If you claim Pension Credit the Pension Service will complete the 3 page Council Tax Benefit application form over the phone and send it to you to check and sign. You should then send the form to Colchester Borough Council.

If you chose to complete the Pension Credit claim pack yourself a claim for Council Tax Benefit (HBCTB1(PC)) will be included for you to fill in and send on to Colchester Borough Council.

If you get Pension Credit-saving credit only, and have less than £16,000 in savings and want further information on claiming Council Tax Benefit contact:

- the **Customer Service Centre, High Street, Colchester** or **telephone (01206) 282300**; or **Write to Colchester Borough Council, PO Box 886, Town Hall, Colchester CO1 1FP.**

Council Tax 'reductions' and 'discounts'

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 be:

Single person discount

If you are the only 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, so if you live with an adult who is 'discounted' for council tax purposes you should still get a 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:

For more information contact our Customer Service Centre on 01206 282300 or write to them at Colchester Borough Council, PO Box 886, Angel Court, High Street Colchester CO1 1FP.



9. Joining a Tenants' or Residents' Association & Becoming a Quality Assurance Advisor

Residents' Association

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 tenants' or 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 council tenants 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 the council to solve local problems.

The sorts of issues that groups get involved in include:

- Estate management
- Cleaning of streets and shared areas
- Environmental improvements
- Facilities for play and social activities
- Repairs
- 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. 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 some of your neighbours, listen to their views and get their support. Then contact your housing officer. 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.

What if I do not want to join an association?

If you do not want to set up or join an association, we will still consult you on matters that affect you as a leaseholder.

This might be by sending you a letter, survey or newsletter, or by inviting you to a meeting. We will then take your views into account when we make the final decision.

Quality Assurance Advisors

This is your chance to make a personal and meaningful contribution to your community. You will spend time and energy in a way that allows you to make a difference, exchanging ideas with people you might not otherwise meet.

What is a Quality Assurance Advisor?

They are Tenant volunteers who monitor 3 and 2 storey blocks of flats.

What will I have to do?

You will be asked to monitor the quality of maintenance and cleaning contracts within the blocks and surrounding grounds. This is easily done by completing a simple monitoring form for issues such as: repairs, cleaning standards, grounds maintenance, graffiti and fly tipping.

How much time do I need to give?

No more than 30 minutes once every 2 weeks.

In appreciation of your contribution we will provide:

- Training
- A joining pack which gives further information and contact
- An invitation to quarterly meetings, where you will meet service providers and CBH staff
- Reimbursement of expenses such as phone calls, travel and postage
- Feedback on issues raised
- An opportunity for you to work alongside CBH staff to improve services as well as having a say and making a difference.

How to become a Quality Assurance Advisor

For a full joining pack call 01206 507897 or visit www.colchesterboroughhomes.co.uk

You will need to be a leaseholder that has not breached any of their lease conditions.



10.Complaints and Compliments

What is a complaint?

We aim to give the best service possible to you, our customers. But, when things go wrong, we need to know as soon as possible so that we can put it right. A complaint may be about a delay, lack of response, discourtesy, and conduct of staff, conduct of a board member, the policy of Colchester Borough Homes and Colchester Borough Council or about the standard of service you have received.

A request for a service is not a complaint, nor is concern about a policy, unless we are not following it.

Please note that there are certain issues that cannot be dealt with under the complaints procedure, for example, where you have a separate right of appeal, or where legal action is being taken.

If you need to complain

If you need to complain, do it straight away. The sooner we know about the problem the more chance we have of putting it right. First of all, tell the person you have been dealing with that you are unhappy and ask if they can put it right. If you are still not satisfied you can make a formal complaint.

How do I make a comment, complaint or give a compliment?

You can phone our Complaints and Customer Liaison Officer on: **01206 506706** or alternatively **freephone 0808 220 4444**

You can contact our Liaison Officer by writing to
Complaints and Customer Liaison Officer
Colchester Borough Homes
FREEPOST ANG 10216
Colchester, CO4 3BR

in person or by contacting your local councillor.

Our Complaints Procedure

The Complaints and Liaison Officer will acknowledge all complaints within **one working day**.

The Complaints and Liaison Officer will provide a full response to you, the complainant, within **ten working days** of the complaint being received. However, resolving some complaints may take a little longer, especially if it is a complicated issue that needs investigating. We take all complaints seriously and try to put right anything that has gone wrong.

If you are not satisfied with the response or outcome of your complaint, it will be referred to the appropriate Director or Chief Executive of Colchester Borough Homes. They will review the handling of the complaint and respond in writing within **ten working days**.

If you are still not satisfied with the response provided and wish to pursue the case further, the complaint will be referred to an Appeal Panel consisting of three members of the Performance sub-committee of the CBH board. They will review the handling of the case and respond in writing within **twenty working days** with a final determination of the complaint.

If you are not satisfied with the response provided by the Appeal Panel, you can appeal to the Local Government Ombudsman. You can contact them by telephoning their Adviceline on 0845 602 1983, visit their website www.lgo.org.uk or write to them at Local Ombudsman, 10th floor, Millbank Tower, Millbank, London SW1P 4QP.

Compliments and Comments

Of course, we are always pleased to hear when things have gone well, or to receive suggestions for improving our services

All compliments and concerns will be acknowledged within **five working days**.

All compliments we get are passed on to the relevant section or member of staff concerned so that they know that you were pleased with the service. It helps them to know if they are doing things right.



11. Understanding Your Lease

Your lease – what it says, and what it means

The following pages set out a typical lease deed for a Colchester Borough Council flat. Your lease will probably be the same as this. Some leases have a few differences. This section explains what the lease means in plain English. Remember, however, that the plain English version is only a guide – the legal wording in your actual lease would be used in law if there was a dispute over the terms of your lease.



Some unusual words you will find in your lease

In your lease you will find some unusual words which have a particular meaning in law. Some of them appear several times. The list below may be helpful in understanding them:

Lessee This means you, the leaseholder.

The mansion This means the block you live in and a defined area of land around it.

Common parts This means the shared parts of the block your flat is in, such as the roof, outside walls, stairs, hallways, landings, shared gardens, drying areas, parking areas, and services such as sewers, water supply, gutters, downpipes and so on.

Demised premises This is your flat, and any gardens and outbuildings for your own exclusive use which are specified in the lease.

Covenants Covenants are things you agree to do when you buy your lease, such as paying your charges, not causing nuisance to neighbours, and so on. They are legally binding and if you don't keep to them you have broken the terms of your agreement.

Now read the following pages to see what your lease deeds say in plain English.

What your lease says ...

LEASE PURSUANT TO THE HOUSING ACT 1985 (AS AMENDED) REQUIRING FIRST REGISTRATION FOLLOWING COMPLETION

THIS LEASE is made the _____ day of _____ Two thousand and seven

BETWEEN COLCHESTER BOROUGH COUNCIL of Town Hall Colchester in the County of Essex _____

(hereinafter called 'the Council') of the one part and _____

of Colchester aforesaid (hereinafter called 'the lessee) of the other part

What it means...

This is a lease for a flat originally bought from the council under the Right to Buy

This lease starts on [date] and is between Colchester Borough Council (called 'the Council' in this lease) and [name] (called 'the Lessee' in this lease).

(In the rest of our plain English explanations, we call the council 'we' and the leaseholder 'you'.)

Recitals Council's Estate

WHEREAS:

- 1) THE Council is the estate owner in respect of the fee simple of the property hereinafter mentioned consisting of one block of flats known as flat numbered Colchester in the County of Essex (which premises together with the entrance halls and other common parts including the access way coloured brown on the plan(s) attached hereto are hereinafter called 'the Building') and also the remainder of the curtilage including the Amenity Land/Drying Area (if any) and Dustbin Area/Refuse Chute (if any) as hereinafter defined (all which premises together with the Building are hereinafter referred to as 'the Mansion')

What it means...

- 1) We are the owner and landlord of a block of [how many] flats called [name of block] at Colchester, Essex. This block of flats, including all the shared parts such as entrance halls, landings and so on, and outside areas such as shared gardens, drying areas and dustbin areas, is referred to in this lease as 'the Mansion'.

Enforcement of covenants

- 2) THE Council has previously granted leases of or intend of hereafter to grant leases of the flats in the Mansion other than the premises hereby demised and the Council has in every lease imposed and intend in every future lease to impose the restriction set forth in the First Schedule hereto the intent that any owner or lessee for the time being of any part of the Mansion or any flat therein may be able to enforce the observance of the said restrictions by the owners or occupiers for the time being of the other flats.

What it means...

- 2) We have granted (or may grant in future) leases for other flats in this block. All these leases will contain the conditions given in Schedule 1 of this lease. Any leaseholder has the right to require other leaseholders in the block to keep to these conditions.

Agreement to grant lease

- 3) THE Council in pursuance of its statutory powers has agreed with the Lessee for the grant to the Lessee of a lease of the property hereinafter described for the consideration calculated as set out below at the rent and on the terms and conditions hereinafter appearing.

What it means...

- 3) We are granting this lease to you at the price given below. You must pay the service charges and keep to the conditions set out in this lease.

Right to Buy Notice

- 4) THE Lessee has given notice to the Council claiming to exercise his right to buy under Part V of the Housing Act 1985 (as amended) (hereinafter called 'the Act') and the parties hereto have agreed that the sum of £_____ is the consideration payable being £_____ (the market value of the said property) less a discount of £_____ (hereinafter called 'the discount')

What it means...

- 4) You have chosen to use your Right to Buy under the Housing Act 1985 (called 'the Act' in this lease) and have agreed with us on a price of £_____. This price is based on a market value of £_____ less a discount of £_____ (called the 'discount' in this lease).

Consideration/Demise/Demised Premises/Term/Rent

NOW THIS DEED WITNESSETH as follows:

- 1) IN pursuance of the said agreement and in consideration of the sum of POUNDS paid to the Council by the Lessee (the receipt whereof the Council hereby acknowledges) and of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Council in exercise of its powers under the Act HEREBY DEMISES unto the Lessee with full title guarantee ALL THAT self-contained flat including the concrete screed (but not the concrete structural floors of the said flat up to the level of the underside of the ceiling joists) with the internal and external walls thereof up to such level situate on the floor of the building and known as flat Number _____ Colchester aforesaid which said flat is together with the garden area (if any) [and the storage shed situate of the building] shown hatched red on the plan(s) annexed hereto (all which said premises are hereinafter referred to as 'the demised premises') TOGETHER with the easements rights and privileges mentioned in the Second Schedule hereto subject as therein mentioned EXCEPTING AND RESERVING as mentioned in the Third Schedule hereto TO HOLD the demised premises unto the Lessee from the day of One thousand nine hundred and ninety-six for the term of ONE HUNDRED AND TWENTY FIVE YEARS YIELDING AND PAYING during the said term the rent of TEN POUNDS by a yearly payment in advance on the First day of April in every year free from all deductions whatsoever the first payment thereof being a proportionate part thereof calculated from the date hereof to the First day of April next.

What it means...

This deed records the following agreement

- 1) You have paid us the agreed purchase price, and have agreed to keep to the conditions of the lease and pay the ground rent and service charges. We agree to lease this flat to you (as long as you keep to the lease conditions).

The property contained in the lease includes the walls round this flat on this floor level, the floors of this flat (but not the structural joists underneath the floors) and the ceilings of this flat (but not the structural joists above the ceilings).

The lease also includes any gardens, outbuildings and other areas which are for the exclusive use of the leaseholder. These are shown on the attached plan, and so are any rights of access and other privileges mentioned in schedule 2 of the lease.

We have certain rights of access set out in Schedule 3 of this lease.

The lease starts on [date] and continues for 125 years.

You must pay us a ground rent of £10 a year. This is due in advance on 1 April each year.

In the first year of the lease, you will pay a part of the yearly ground rent based on the number of months between the start of this lease and 1 April of the following year.

Lessee covenants compliance with restrictions

- 2) THE Lessee hereby covenants with the Council and with the owners and lessees of the other flats comprised in the Mansion that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions set forth in the First Schedule hereto

What it means...

- 2) You agree with us and with the other leaseholders in the block to keep to the conditions set out in schedule 1.

- 3) THE Lessee **HEREBY COVENANTS** with the Council as follows:

What it means...

- 3) You agree to do the following things:

Rent

To pay the said rent during the said term at the time and in the manner aforesaid without any deduction.

What it means...

- a) To pay the whole rent when it is due.

Outgoings

- (b) To pay all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the demised premises or on the owner or occupier in respect thereof and in the event of any such rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of premises of which the demised premises forms part to pay the proper proportion of such rates taxes assessments impositions and outgoings attributable to the demised premises.

What it means...

- (b) To pay all charges including taxes which become due for the leased flat, and to pay a share of all costs and expenses for the block the flat is in.

No alterations or development

- (c) Not to make any alterations or additions structural or otherwise to the demised premises or the heating or hot water systems nor to erect any new buildings thereon nor carry out any form of development or remove any of the Council's fixtures without the previous consent in writing of the Council and the Lessee shall at the Lessee's own expense obtain all licences approved of plans permissions and other things necessary for the carrying out of such alterations and comply with the Byelaws and Regulations and other matters prescribed by any competent Authority either generally or in respect of the specific works involved in such alterations.

What it means...

- (c) Not to make alterations to the flat (including the structure, hot water system, fixtures and fittings) without first getting our permission in writing. You are responsible for getting planning permission, building regulations approval, and any other approval that is needed, and for paying any charges for this.

Notices specifying breaches

- (d) To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Council for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court.

What it means...

- (d) To pay our costs if we have to take legal action because you have broken the terms of this lease agreement, unless the court decides that you do not have to pay costs.

Transmission of notices

- (e) Forthwith after service upon the lessee of any notice affecting the demised premises served by any person body or Authority (other than the Council) to deliver a true copy thereof to the Council and if so required by the Council to join with the Council in making such representations to any such person body or Authority concerning any proposals affecting the demised premises as the Council may consider desirable and to join with the Council in any such appeal against any order or direction affecting the demised premises as the Council may consider desirable AND to indemnify and keep indemnified the Council against all actions proceedings costs damages claims and demands arising under or in connection with the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof and any Regulations made there under and also in connection with any statutory requirements made by any competent Authority.

What it means...

- (e) If any other authority serves any sort of legal notice on you that refers to the leased flat, you must give us a copy straight away.

If we ask you, you must help us appeal against the notice.

You must have insurance to protect us against any costs or claims for damages which may happen as a result of you making alterations to the flat, outbuildings or gardens.

Repayment of discount

- (f) For himself and his successors in title that he shall on a relevant disposal of the demised premises (not being any exempt disposal) as defined in the Act within a period of three years from the date of this deed (hereinafter called 'the relevant date') repay to the Council on demand an amount calculated as follows:

What it means...

- (f) If you (or anyone who takes over the lease) sell or transfer the lease within three years of the start of the lease, you must pay back to us some or all of the Right to Buy discount. The amount to be paid back is worked out as follows:

- (i) On a disposal within the first year after the relevant date the discount.

What it means...

- (i) the full discount if it is sold within the first year.

- (ii) On a disposal within the second year after the relevant date the discount reduced by one-third.

What it means...

- (ii) two-thirds of the discount if sold in the second year.

- (iii) On a disposal within the third year after the relevant date the discount reduced by two thirds.

What it means...

- (iii) one-third of the discount if sold in the third year.

- (iv) PROVIDED NEVERTHELESS that if there shall be more than one such disposal the Council shall be entitled to demand payment only on the first one.

What it means...

- (iv) if the lease is sold or transferred more than once in this period we can only claim repayment of the discount on the first sale.

Registration of devolution of title

- (g) Within one calendar month after any such document or instrument as hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Town Clerk of the Council every assignment of this Lease or Mortgage or Legal Charge of this Lease or the demised premises or any part thereof and also every Lease of the demised premises or any part thereof and every assignment of such Under Lease and also every Probate Letters of Administration Order of Court or other instrument effecting or evidencing a devolution of title as regards the said term or any such Under Lease as aforesaid for the purpose of registration and for such registration to pay to the said Town Clerk such registration fee plus Value Added Tax in respect of each such document or instrument so produced as the Council may reasonably fix to represent its administrative and legal costs so incurred.

What it means...

- (g) Anyone buying or inheriting the lease must give a copy of the deed of assignment to us within one month of the transfer, so that we can register their title to the deeds. The same applies to anyone gaining title of the lease by a court order or by letters of probate.

The new owner must pay a registration fee (including VAT) to us.

Repairs to adjoining premises

- (h) At all reasonable times during the said term on notice except in the case of emergency to permit the Council and its lessees with workmen and others to enter into and upon the demised premises or any part thereof for the purpose of repairing any adjoining or contiguous premises and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in order and good condition all sewers drains pipes cables watercourses gutters wires party structures or other conveniences belonging to serving or used for the same and also for the purpose of laying down maintaining repairing and testing drainage gas water pipes and electric wires and cables and for similar purposes the Council or its Lessees (as the case may be) making good all damage occasioned thereby to the demised premises.

What it means...

- (h) We (and in some circumstances, other leaseholders) have the right to enter your flat (at a reasonable time, and after giving reasonable notice) to carry out work affecting shared services or properties joined onto yours. In emergencies, we or they may enter without giving any notice. We or they must put right any damage done to your property.

Refund of fees incurred by the Council

- (i) From time to time during the said term pay all costs charges and expenses incurred by the Council.
- i. in abating a nuisance and executing all such works as may be necessary for abating a nuisance in obedience to a notice served by a Local Authority and
 - ii. in collecting ground rent and maintenance charges due from the Lessee hereunder including enforcing the payment of any such rents or charges as shall be in arrear and whether or not proceedings shall have been commenced for the recovery thereof.

What it means...

- (i) You must pay any costs of ours in doing the following things:
 - (i) carrying out work to deal with a nuisance.
 - (ii) collecting your ground rent and service charges, including the cost of taking recovery action for non-payment.

Determination of costs by the Council

- (j) If the Council and lessee shall fail to agree what constitutes the proper proportion of the rates taxes assessments charges impositions and outgoings under Sub-Clause (b) of this Clause the matter shall be determined by the Council which determination shall be final and binding on the Lessee.

What it means...

- (j) If we and you cannot agree on how costs should be shared, our decision will be final. (This clause has now been changed by the Housing Act 1996 – a Leasehold Valuation Tribunal may now decide if we have charged costs properly.)

Recovery of controlled door entry system installation maintenance cost

- (k) If the Council has installed a controlled door entry system to the Building prior to the execution of this Lease the lessee shall pay at completion hereof, a fair proportion of the cost of its installation calculated by dividing the total cost of the system by the total number of properties served by it and thereafter covenants to pay the cost of maintenance of the said system calculated on the aforementioned basis.

What it means...

- (k) If we have installed a controlled door entry system in this block of flats before the start of this lease, you (when buying the lease) will pay some of the cost of installing and maintaining the system. The amount will be worked out by dividing the total cost by the number of flats in the block.

- (l) If the Council wishes to install a controlled door entry system to the Building at any time after the date hereof the Lessee hereby covenants to pay a fair proportion of the cost of its installation and maintenance calculated by dividing the total cost of the system by the total number of properties served by it.

What it means...

- (l) If we install a controlled door entry system in this block of flats after the start of this lease, you will pay some of the cost of installing and maintaining the system. The amount will be worked out by dividing the total cost by the number of flats in the block.

To yield up demised premises

- (m) At the expiration or sooner determination of the said term peaceably to surrender and yield up to the Council ALL THAT the demised premises together with all additions thereto and all Council's fixtures and fittings (if any) in good and tenantable repair and condition.

What it means...

- (m) When the lease comes to the end of its term (or if the lease is ended before this) you must give the flat back to us, with any additions to the property and all the fixtures and fittings in good order.

4. The Lessee HEREBY FURTHER COVENANTS with the Council and with the owners and lessees of the other flats comprised in the Mansion that the Lessee will at all times hereafter:

What it means...

4. You also agree to keep to the following conditions at all times:

Lessees covenant to repair

- (a) Keep the demised premises (other than the parts thereof comprised and referred to in paragraphs (d) and (f) of Clause 5 hereof but including the interior of the windows and the glazing thereof of the demises premises) and all walls party walls ceilings floors sewers drains pipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition (including decorative repair)

and in particular (but without prejudice to the generality of the foregoing) so as to support shelter and protect the parts of the Mansion other than the demised premises which might otherwise be endangered by the Lessee's failure to comply with this covenant.

What it means...

- (a) To keep the leased flat (including all walls, ceilings, floors, sewers, drains, pipework, cables, and the insides of window frames and the glass in the windows) in a good condition to protect other parts of the building and the property of other leaseholders.

Erect and maintain fences

- (b) If necessary to erect and thereafter maintain in good repair the fences on the sides of the demised premises where marked 'T' within the boundaries on the plan(s) annexed hereto.

What it means...

- (b) To keep in good repair the fences marked with a 'T' on the plan attached to this lease.

Repair and improvement contributions

- (c) To pay to the Council the Repair and Improvement contributions (if any) specified in the Fifth Schedule hereto by monthly instalments in advance and on account thereof in such amounts as the Borough Treasurer may from time to time determine.

What it means...

- (c) To pay your share of repair and improvement costs in the first five years of the lease (as set out in the statement of costs given at the start of the lease) by monthly instalments in advance.

Liability to pay service charge

- (d) To pay to the Council without any deduction by way of further and additional rent a proportionate part of the expenses and outgoings incurred by the Council for the provision of the services set out in the Fourth Schedule and Clause 5(b) (d) (e) and (f) hereto such further and additional rent (hereafter called 'the service charge') being subject to the following terms and provisions:

What it means...

- (d) After the first five years, to pay your share of the ongoing costs of repairs and improvements and other service charges listed in Schedule 4 of this lease, under the following terms:

Service charge certified by certificate

- (i) The amount of the service charge shall be ascertained by the Borough Treasurer for the time being to the Council annually and be certified by a certificate (hereinafter called 'the certificate') signed by him so soon after the end of the Council's financial year as may be practicable and shall relate to such year in manner hereinafter mentioned.

What it means...

- (i) The Borough Treasurer must sign a certificate as soon as possible after the end of the financial year to certify the amount of service charges due from leaseholders for the year.

Definition of the Council's financial year

- (ii) The expression 'the Council's financial year' shall mean the period from the First day of April in each year to the Thirty-first day of March of the next year or such other annual period as the Council may in its discretion from time to time determine as being that in which the accounts of the Council either generally or relating to the said mansion shall be made up.

What it means...

- (ii) Our financial year runs from 1st April to 31st March each year (but we can use a different period for making up the accounts of any block of flats if we want to).

Certificate supplied on request

- (iii) A copy of the certificate for each financial year shall be supplied by the Council to the Lessee on written request and without charge to the Lessee.

What it means...

- (iii) You can get a copy of the certificate signed by the Borough Treasurer free of charge by asking in writing.

Contents of certificate

- (iv) The certificate shall contain a summary of the Council's said expenses and outgoings incurred in carrying out the works and providing the services referred to in the Fourth Schedule and Clause 5(b) (d) (e) and (f) hereto respectively during the Council's financial year to which it relates together with the relevant details of the manner in which the Borough Treasurer has apportioned the said expenses and outgoings to the Lessee and the certificate (or copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence of the purposes hereof of the matters for which it purports to certify.

What it means...

- (iv) The certificate will give our costs in maintaining your block and providing the services described in Schedule 4. It will also say how your share has been worked out. The certificate is your legal proof of what you are being charged for.

Expenses included in service charge

- (v) The expression ‘the expenses and outgoings incurred by the Council’ as hereinbefore used shall be deemed to include not only those expenses outgoings and other expenditure herein described which have been actually disbursed incurred or made by the Council during the year in question but also such reasonable part of all such expenses outgoings and other expenditure herein described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the said term or otherwise including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council may in its discretion allocate to the year in question as being fair and reasonable in the circumstances.

What it means...

- (v) The charges in any one year may include our costs during that year and also costs which arise from time to time over a longer period. Some of these charges may be for spending in previous years, or costs which are expected to arise in the future. We can charge a reasonable amount in advance for money we expect to spend on your block in the near future.

Payment in advance

- (vi) The Lessee shall if required by the Council with every payment of rent reserved hereunder pay to the Council such sum in advance and on account of the service charge as the Council shall specify at its discretion to be a fair and reasonable interim payment.

What it means...

- (vi) We have the right to ask you to pay a reasonable amount of your estimated service charges in advance. This is known as an interim payment.

Council to furnish account of service charge payable

(vii) As soon as practicable after the signature of the certificate the Council shall furnish to the lessee an account of the service charge payable by the Lessee an account of the service charge payable by the lessee for the year in question due credit being given therein for all interim payments made by the Lessee in respect of the said account showing such adjustment as may be appropriate there shall be paid by the Lessee to the Council the amount of the service charge as aforesaid or any balance found payable or there shall be allowed by the Council to the Lessee by way of credit any amount which may have been overpaid by the Lessee by way of interim payment as the case may require.

What it means...

(vii) As soon as possible after the annual accounts have been prepared and certified, we will give you a statement of your account. This will show the amounts you are being charged for the year and any interim payments you have made. It will also show any amounts owing or overpaid from previous years. At the end of the statement it will tell you what you owe now. This is the amount you have to pay.

No re-entry by Council due to non-payment of interim payment

(viii) It is hereby agreed and declared that the Council shall not be entitled to re-enter the demised premises as hereinafter provided by reason only of non-payment by the Lessee of any such interim payment as aforesaid prior to the signature of the certificate but nothing in this Clause or these presents contained shall disable the Council from maintaining an action against the Lessee in respect of non-payment of any such interim payment as aforesaid notwithstanding that the certificate had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Council that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to the prospective service charge ultimately payable by the Lessee.

What it means...

(viii) We cannot repossess your home because you have not made an interim payment of service charges (that is a payment in advance

before the final account is certified). But we can still start court proceedings to recover this debt from you if we can satisfy the court (or a Leasehold Valuation Tribunal) that the interim charge is fair and reasonable.

Application of clause (vii)

- (ix) Provided always and notwithstanding anything herein contained it is agreed and declared that the provisions of paragraph (vii) hereof shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination of the said term.

What it means...

- (ix) We can still ask for interim payments towards your charges even after your lease has ended. The charges will only apply to the period when the lease was in force.

Not vitiate insurance

- (e) Not do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the Building (including the demised premises) and other parts of the mansion hereinbefore referred to or any policy or policies of insurance in respect of the contents of any of the flats comprised in the Mansion or which may cause any increased premium to be payable in respect of any such policy or policies.

What it means...

- (e) You must not do anything which would make the buildings insurance invalid, or would make the insurance company charge more for the insurance.

Inspection and repairs default

- (f) Permit the Council and its Surveyors or Agents with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the demised premises or any part thereof to view and examine the state and condition thereof and make

good all defects decays and wants of repair of which notice in writing shall be given by the Council to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice and on default the Council may enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due to the Council from the Lessee and be forthwith recoverable by action.

What it means...

- (f) You must allow our employees and contractors into your home at any reasonable time to inspect the condition of your home and carry out repairs. They must give you reasonable notice (except in an emergency) of when they want to come in. If any repairs are needed which are your responsibility, we must tell you in writing what you have to put right and give you up to three months to do the work. If you do not do the work to a satisfactory standard within the three months, we can come in and do the work and charge you the cost.

Repairs to adjoining properties

- (g) Permit the Council and its Surveyors or Agents with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the demised premises or any part thereof for the purpose of repairing any part of the Mansion and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in order and good condition all sewers drains cables watercourses gutters wires party structures or other conveniences belonging to or serving or used for the Mansion and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes.

What it means...

- (g) You must allow our employees and contractors into your home at any reasonable time to carry out repairs to shared services or properties joined onto yours. They must give you reasonable notice (except in an emergency) of when they want to come in.

Council's Covenants

5. THE Council **HEREBY COVENANTS** with the Lessee as follows:

What it means...

5. We agree to do the following things:

Quiet enjoyment

(a) That the Lessee paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably hold and enjoy the demised premises during the said term without any lawful interruption or disturbance from or by the council or any person or persons rightfully claiming under or in trust for it.

What it means...

(a) As long as you continue to pay the ground rent and other charges, and keep to the conditions of this lease, you are entitled to live in peace in this home without interference from us or anyone else.

Council to insure Mansion

(b) That the Council will at all times during the term (unless such insurance shall be vitiated by an Act or default of the Lessee) keep the Mansion insured against any loss or damage by fire and such other risks as the Council may from time to time reasonably determine or the Lessee or the Lessee's mortgage may reasonably require in some insurance office of repute to its full reinstatement value (including all professional fees in connection with any reinstatement) and whenever required will produce to the lessee a current valid insurance policy for the same and will in the event of the Mansion being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance moneys in the repair rebuilding or reinstatement of the same.

What it means...

- (b) We will keep the building insured against loss or damage by fire and certain other risks. The insurance will cover the full cost of rebuilding the block. You are entitled to see a copy of the insurance policy if you ask us. If the building is damaged by fire, or by another insured risk, we are responsible for making a claim on the insurance and using the money to repair or rebuild the building.

Imposition of similar covenants

- (c) That the Council will require every person to whom it shall hereafter grant a lease of any flat comprised in the Mansion to covenant to observe the restrictions set forth in the First Schedule hereto.

What it means...

- (c) We will require all other leaseholders in your block to keep to the conditions set out in Schedule 1.

Repair and maintenance of main structure

- (d) That the Council will maintain repair, redecorate and renew:
- (i) the main structure foundations and concrete structural floor the underside of the screeds) the roof and all roofing materials the chimney stacks gutters and rain water pipes of the Mansion.

What it means...

- (d) We will maintain and redecorate:
- (i) the main structure of the building.

Repair/maintenance of services

- (ii) the gas and water pipes drains [refuse chute] and electric cables and wires in under and upon the Mansion and enjoyed or used by the Lessee in common with the owners and lessees of the other flats.

What it means...

- (ii) the shared services (such as mains water supply, drains, gutters, electricity supply, and so on).

Repair/maintenance of services

- (e) That the Council will as far as practicable maintain the amenity land (if any) [the Drying Area] and keep the Dustbin Area (if any) Refuse Chute and the common access way (as respectively defined in the First Schedule hereto) in good repair and condition.

What it means...

- (e) We will keep drying areas, dustbin areas, refuse chutes, pathways and other outside areas belonging to the block in good repair and to a reasonable standard of cleanliness.

Decorate exterior of Mansion

- (f) That the Council will so often as reasonably required decorate the exterior of the Mansion in a good and workmanlike manner and in particular will paint the exterior parts of the Mansion usually painted with a minimum of two coats of good paint at least once every seven years.

What it means...

- (f) We will keep the outside of the block decorated. We will paint the outside (with at least two coats of paint) at least every seven years.

Enforcement of covenants

- (g) That (if so required by the Lessee) it will enforce the covenants similar to those contained in Clause 4 hereof entered into or to be entered into by the lessees of the other flats comprised in the mansion on the Lessee indemnifying the Council against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council may reasonably require.

What it means...

- (g) We will require all other leaseholders in your block to keep to the same conditions as in part 4 of your lease.

6. **PROVIDED ALWAYS** and it is hereby agreed:

What it means...

6. The following conditions override all others:

Forfeiture

- (a) that if the rents hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the lessee herein contained shall not be performed or observed then and in such case it shall be lawful for the council at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein contained.

What it means...

- (a) We can end your lease and repossess your home (as long as we have a court order) if:
- you do not pay your charges within 21 days of them becoming due
 - you break any of the conditions of this lease.

Determination of Council to be final in case of dispute

- (b) that in case any dispute shall arise between the lessee and any other of the Lessees of the flats in the mansion or between the Lessee and the Council in either case in connection with the premises to be them respectively demised or the party or other walls entrance halls passages landing staircases pipes and easements or otherwise howsoever in connection with this Lease the same shall in the absence of agreement be decided by the Council which determination shall be final and binding on the parties.

What it means...

- (b) If there is a dispute between you and other leaseholders, or between you and us, about the boundary between your premises and any other part of the block, and if agreement cannot be reached between the parties, we have the right to decide the matter. Our decision will be legally binding on the parties.

7. **IT IS HEREBY DECLARED** as follows:

What it means...

7. Interpretation of terms:

Party walls

- (a) that every internal wall separating the demised premises from an adjoining flat shall be a party wall severed medially.

What it means...

- (a) The walls joining your flat to next door are 'party walls' and the boundary between the flats is down the centre of the wall.

Definition of Council and Lessee

- (b) that the expression 'Council' and Lessee' where the context so admits shall include its and his successors in title and persons deriving title under him or under such successors and that where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally and words importing the singular number include the plural number and vice versa.

What it means...

(b) This contract between us and you applies equally to anyone who buys, inherits or otherwise gains title to the lease. It also applies to any organisation which takes over ownership of this block from us. If more than one person owns this lease, the contract will apply jointly to both of them.

Marginal notes

(c) That the marginal notes hereto are inserted for convenience of reference only and shall not in any manner affect the construction meaning or effect of anything herein contained or govern the rights and liabilities of the parties hereto.

What it means...

(c) The notes in the margin are only there to help in finding the sections and do not affect the terms of the agreement.

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration (other than rent) exceeds Sixty Thousand Pounds and that there is no agreement for lease (or tack) gives effect.

IN WITNESS whereof this document has been sealed by the Council and signed by the Lessee as a deed the day and year first before written.

What it means...

8. You and we confirm that the purchase price agreed for this lease is not more than £60,000, nor does it form part of a bigger transaction which totals more than £60,000.

You and we have signed this document to confirm this on the date shown at the front of this lease.

THE FIRST SCHEDULE

(Restrictions imposed in respect of the flat)

What it means...

Schedule 1 **Conditions you agree to keep to**

User and nuisance

1. NOT to use the demised premises nor permit the same to be used for any purpose whatsoever other than as a private residential flat nor for any purpose from which a nuisance can arise to the Council or the lessees and occupiers of the other flats and premises comprised in the Mansion or in the neighbourhood nor for any illegal or immoral purpose.

What it means...

1. You can use the flat only as a private residential flat. You must not use it for anything which could cause a nuisance to residents of nearby flats or to us.

You must not use the flat for any illegal or immoral purpose.

Refuse etc

2. NOT to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the demised premises.

What it means...

2. You must not block waste pipes or drains by putting rubbish into toilets, baths and sinks.

Music etc

3. NO piano gramophone television radio wireless loudspeaker or mechanical or other musical instrument of any kind shall be played or used nor shall any singing be practised in the demised premises so as to cause annoyance to the Council or to the lessees and occupiers of the other flats and premises comprised in the Mansion or so as to be audible outside the demised premises between the hours of 11pm and 7.00am.

What it means...

3. You must not play loud music or have radios and televisions on so loud that they disturb your neighbours between 11 at night and 7 in the morning.

Licensed victualler

4. NOT to carry on or suffer to be carried on upon the demised premises the trade or business of a licensed victualler or seller of beer wines and spirits or any club to be registered under the Licensing Act 1953 or any enactment amending or repealing that Act.

What it means...

4. You must not run a business selling food or beer, wines or spirits from your flat.

Signage

5. (a) No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the demised premises or so as to be visible from outside the same.

What it means...

5. (a) You must not put any sort of notice or advertising sign in the window of your flat.

Clothes to be dried in prescribed drying areas

- (b) No clothes or other articles shall be hung or exposed outside the demised premises except in the prescribed drying areas.

What it means...

- (b) You must not dry clothes outside your flat, except in the drying area provided.

Pets

- (c) No bird, dog other animal or reptile which may cause annoyance to any owner lessee or occupier of any of the other flats comprised in the Mansion shall be kept in the demised premises.

What it means...

- (c) You must not keep any sort of pet which is likely to cause annoyance to other residents in the block.

Aerial/satellite dish

6. NO external wireless or television aerial or satellite dish shall be erected without the previous written consent of the Council being obtained.

What it means...

6. You must not put up a satellite dish or television aerial without first getting our written permission.

Auction

7. NOT to hold any sale by auction on the demised premises.

What it means...

7. You must not hold a sale or auction in your flat.

Dustbin area

8. NOT to permit a dustbin to stand or remain at the Mansion [except in the prescribed space within the Mansion (hereinafter called 'the Dustbin Area') shown coloured yellow on the said plan(s)].

What it means...

8. You must keep a dustbin only in the dustbin area marked in yellow on the plan.

Not to cause obstruction in common parts

9. FOR the avoidance of doubt it is hereby stipulated that (subject as appears in paragraph 10 of this Schedule) neither perambulators push chairs bicycles and motor bicycles nor any other thing shall be placed or be allowed to remain or to cause any obstruction on any of the parts of the Mansion used by the Lessee in common with others having the rights or user including particularly the following:
 - (a) The common access way (hereinafter called 'the Common Access Way') coloured brown on the said plan(s) including (in the case of an upper flat the staircases and landing leading to the demised premises
 - (b) The drying Area (hereinafter called 'the Drying Area') shown coloured blue on the said plan(s) the Dustbin Area (if any)/Refuse Chute except to the extent permitted by paragraph two of the Second Schedule hereto

What it means...

9. You must not leave prams, pushchairs, motor cycles or other things in any of the shared areas so that they cause an obstruction to other residents. (The shared paths, stairs and landings are coloured brown on your plan and the drying areas are coloured blue.)

Not to use parts of the Mansion not included in the lease

10. NOT to use the remaining parts of the Mansion being all those parts thereof not included in the definitions 'the demised premises' 'the Common Access Way' ['the Drying Area'] and 'the Dustbin Area'/'the Refuse Chute' nor in respect of which rights are granted there over for any purpose whatsoever.

What it means...

10. You must not use parts of the building which are not shown as shared areas on your plan.

THE SECOND SCHEDULE

(Easements rights and privileges included in the Lease)

What it means...

Schedule 2

Your rights as a leaseholder

Rights to use common access way/entrance

1. (a) Full right and liberty for the Lessee and all persons authorised by the Lessee (in common with all other persons entitled to the like right) at all times by day or by night and for all purposes to go pass and re-pass on foot only over and along so much of the Common Access Way as is necessary to obtain access to the demised premises [the Drying Area] and to the Dustbin Area.
- (b) The like right to use the entrance of the Building leading to the demised premises.

What it means...

1. You and members of your household and visitors have the right to use the shared entrances, pathways, stairs, landings and so on to enter and leave your flat and to use the dustbin and drying areas.

Vehicular right of way

2. A vehicular right of way at all times and for all purposes over the land shown coloured purple on the said plan in order to gain access to and from the car parking hard-standing area coloured green on the plan from the adjacent highway.

What it means...

2. You have a right of way for a vehicle from the road to the parking area. (The right of way is coloured purple on your plan and the parking area is coloured green.)

Right to use drying/dustbin area

3. THE right (in common with all other persons entitled to the like right) to use the (Drying Area for the drying of washing) the Dustbin Area (if any) for keeping a dustbin/Refuse Chute.

What it means...

3. You and your neighbours have a right to use the shared drying areas and dustbin areas.
4. THE right to subjacent and lateral support and to shelter and protection from the other parts of the Building including the roof thereof.

What it means...

4. We must make sure that the structure of the building supports and protects your flat.

Support and use of services

5. THE free and uninterrupted passage and running of water and soil gas and electricity from and to the demised premises through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter be in under or passing through the Mansion or any part thereof.

What it means...

5. We must provide your flat with a mains water supply, electricity supply, gas supply (where available) and sewers.

Right to enter Mansion to effect repairs, etc to services

6. THE right for the Lessee with servant's workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the Mansion for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cables pipes and wires causing as little disturbance as possible and making good any damage caused.

What it means...

6. You (with workmen working on your behalf) have the right to go into other parts of the block to carry out repairs to the shared services (water supply, electricity supply, sewers, and so on). You must only do this at reasonable times and after giving advance notice to us and other leaseholders (except in an emergency). You will be responsible for putting right any damage caused by you or your workmen.

Right to enter Mansion to effect repairs, etc

7. THE right for the Lessee with servant's workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the Mansion for the purpose of repairing maintaining renewing and altering or rebuilding the demised premises.

What it means...

7. You (with workmen working on your behalf) have the right to go into other parts of the block to carry out repairs to the building. You must only do this at reasonable times and after giving advance notice to us and other leaseholders (except in an emergency).

Benefit of restrictions

8. THE benefit of the restrictions contained in the leases of the other flats comprised in the mansion granted or to be granted.

What it means...

8. We have put clauses in the leases of the other leaseholders in your block, to protect your rights and to prevent them causing problems to you.
9. THE right (subject to the Lessee contributing and paying his proper share of the cost of erection maintenance and running of the television aerial hereinafter referred to such share to be determined by the Council) to connect a television set in the demised premises with any aerial erected by or on behalf of the Council PROVIDED THAT nothing herein contained shall oblige the Council to erect and maintain any such aerial.

What it means...

9. If we provide a communal television aerial for your block, you have the right to connect televisions in your flat to this aerial (as long as you have paid your share of the cost of installing the aerial). We do not have to provide an aerial.

Right to park motor vehicle

10. THE right (in common with other persons for the time being resident in the neighbouring dwelling houses and flats situate in aforesaid now or at some time in the ownership of the Council) at all times subject to availability of parking spaces to stand one roadworthy and duly licensed private motor vehicle for time being used in connection with the occupation of the aforesaid Demised Premises as a private residence on the areas of hard-standing shown coloured green on the said plan.

What it means...

10. You have the right to park one motor vehicle in the shared parking area, if there is a space available. The vehicle must be roadworthy and have a current tax disc. You have to share the parking area with other residents in your block and neighbouring properties and you do not have your own space. The parking area is coloured green on your plan.

THE THIRD SCHEDULE

(Exceptions and Reservations)

There is excepted and reserved to the Council and the lessees of the other flats comprised in the Mansion:

What it means...

Schedule 3

Rights reserved by the Council and other leaseholders

We and other leaseholders in the block have the following rights:

Mutual Easements Power to re-enter Demised Premises Right to maintain television aerial

1. EASEMENTS rights and privileges over and along and through the demised premises equivalent to those set forth in paragraphs 1 3 4 5 6 and 7 of the Second Schedule to this Lease

What it means...

1. We and other leaseholders in the block have the same rights of access to entrances, passageways, drying areas and so on, as you have (set out in Clauses 1 to 7 of Schedule 2 of this lease).
2. POWER for the Council and its Surveyors or Agents with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter the demised premises for the purpose of carrying out its obligations under Clause 5 of this Lease.

What it means...

2. We have the right to enter your flat to carry out repairs if necessary, as set out in Clause 5 of this lease.
3. THE right to erect and maintain a television aerial or aerials on the roof of the Building for the use of the occupiers of the Building and to run wires connecting such aerial or aerials to the television receiving sets in the flats comprised in the Mansion.

What it means...

3. We have the right to put television aerials on the roof of your block and run cables to all the flats.

THE FOURTH SCHEDULE

(Costs expenses outgoings and matters in respect of which the Lessee is to contribute)

What it means...

Schedule 4

Costs you have to pay in your service charges

Service charge contributions

1. THE expenses of maintaining repairing re-decorating and renewing:

What it means...

1. You have to pay towards the cost of repairs, improvements and decorating connected with the following:

Main structure etc services

- (a) The main structure including the ground floor entrances to the upper flats and including the concrete structural floors (up to the underside of the screeds) and including in particular the roof chimney stacks gutters and rainwater pipes of the Building.

and

- (b) the gas and water pipes drains (refuse chute) and electric cables and wires in under or upon the Building and enjoyed or used by the Lessee in common with the owners and lessees of the other flats other than those expenses relating to the making good of structural defects except

What it means...

- (a) The main structure of the building (which includes everything apart from the inside of your flat and other flats)
- (b) The gas and water pipes, the refuse chute (if you have one), the electricity cables and drains supplying the flats in the block. You do not have to pay towards repairing structural defects except in the circumstances set out in (i) and (ii) below:

Structural defects

- (i) those structural defects which were notified by the Council to the Lessee as being in existence before this demise was granted or
- (ii) structural defects the existence of which the Council does not become aware earlier than ten years from the date hereof

What it means...

- (i) you have to pay towards structural defects which we told you about before the start of the lease.
- (ii) you have to pay towards any structural defects which are discovered more than 10 years after the lease started.

Cost of lighting and heating

2. THE cost of cleaning and lighting the parts of the Mansion so enjoyed or used by the Lessee in common as aforesaid the of keeping the Common Access Way the Amenity Land (if any) (the Drying Area) and the Dustbin Area (if any)/Refuse Chute in good repair and condition

What it means...

2. You have to pay towards the cost of cleaning and lighting the shared hallways, stairs and landings. You also have to pay towards the cost of maintaining and keeping clean the drying areas, refuse chutes, paths, dustbin areas and the grounds belonging to your block.

Decoration of exterior

3. THE cost of decorating the exterior of the building

What it means...

3. You have to pay towards the cost of decorating the outside of the building.

Rates taxes etc

4. ALL rates taxes and outgoings (if any) payable in respect of any parts of the Mansion used in common with the lessees of other flats comprised in the Mansion.

What it means...

4. You have to pay your share of any rates and taxes due on the shared parts of the block.

Other expenses

5. ALL other reasonable expenses incurred by the Council in connection with the matters in this Schedule hereinbefore referred to.

What it means...

5. You have to pay towards any other of our expenses in looking after your block and providing services to leaseholders.

Repairs/redecoration

6. WHEN any repairs redecoration or renewals are carried out by the Council it shall be entitled to charge as the expenses or costs thereof its normal and reasonable charges (including profit) in respect of such work

What it means...

6. We can charge you our full costs and expenses (including profits) for carrying out repairs, decorating and improvement work to your block.

Insurance

7. THE cost of the Council insuring the Mansion in accordance with the provisions in clause 5(b) herein before referred to.

What it means...

7. You have to pay your share of the cost of insuring the block against fire and other risks described in this lease.

THE FIFTH SCHEDULE

(The Lessee's Repair and Improvement Contributions)

What it means...

Schedule 5

Your payments towards repairs and improvements in the first five years

Repair contribution

1. THE Lessee's contribution in respect of Repairs and Improvements to be carried out at the demised premises during the initial five year period of this Lease (hereinafter called 'the Initial Period') detailed below (if any) in accordance with the provisions of Part III of 'Schedule 6 Paragraph 16C of the Act estimates of these works have previously been supplied to the Lessee in the Council's Section 125 Notice of the Act)

(The Reference Period adopted for these estimates in accordance with Section 125C of the Act commenced on the _____ day of _____ 199 ____ and terminates on the _____ day of _____ 200 ____

The Initial Period commences from the date hereof and terminates on the Thirty-First day of March 200 ____

What it means...

1. The following section gives the upper limit on what you will have to pay towards repairs and improvements in the first five years of the lease. This is called the 'Initial Period' and it starts from the date this lease is signed and ends on 31 March [year].

These costs are estimated based on what the building has cost to maintain during the period from [date] to [date].

Under Section 125 of the Housing Act 1985, we have to give you a list of the work which is included in the estimate for the 'initial period'.

2. Repairs Cost

(a) Itemised Works

Work

£ .

Total £ .

What this means...

2. (a) This sets out a list of planned repairs which we expect to carry out in the first five years of the lease, and your share of the total cost.

(b) Non-Itemised Works

The Council estimates that the average yearly amount (at current prices) which the lessee is likely to contribute amounts to £_____.00 per year.

What this means...

(b) This sets out the average yearly amount which we expect to charge you in the first five years for unplanned repairs.

Improvements

3. Improvements

Work

£ .

Total £ .

What this means...

3. This is the improvement work we expect to carry out in the first five years and the estimated cost to you.



12. Useful Contacts

Useful Contacts

Council Services	
A	
Abandoned vehicles (on the highways)	282700
Animal licensing and welfare	507889
Animal Control	282582 e-mail: animalcontrol@colchester.gov.uk
B	
Benefits Department – Council Tax Benefit	282300
BME Advocacy Service	01268 465068
C	
Cat Rescue	864284
Community alarms (helpline)	769779
CORGI (Confederation for Registration of Gas Installers)	0800 915 0480
CORGI (Reporting of Rogue Gas Installers)	0800 915 0491
Council owned properties (Right to Buy applications and valuations)	282216
Council Tax – All postcodes	282300

Councillors – how and whom to contact	282207
Credit Union	798823
Customer Service Centre	282222
D	
Dog Warden and Dog Fouling	282581
Dumping – removal of dumped rubbish	282700
E	
Essex Race Equality Council	01702 333351
F	
Financial Services Division	282977, 506923 & 282315
G	
Greenstead Local Housing Office	282514
Greenstead Community Centre	791979
H	
Homelessness	282555
Housing – General Enquiries	282553
Housing Advice	282553/56
Housing Needs and Resources (housing applications)	282971

L	
Legal Services	282216
Litter, Street Cleaning and Graffiti	282700
O	
Ombudsman – local government	282211
P	
Paper and card collection schemes	282700
Pavements – reporting damaged or uneven	282700
Payments	282557
Planning Applications	282424
R	
Refuse Collections	282700
Registering to Vote	282820
Repairs	282525 Freephone 0808 220 222
S	
Sheltered housing, special needs and help for the elderly	282508
Street cleansing	282700
Street Lighting	0845 603 7620
T	
TRANSCO Gas Emergency Service	0800 111 999

V	
Vehicle access over footways (lowered kerbs)	507827
Other services and organisations	
Anglian Water	08457 145 145
Benefits Agency – 40 Chapel Street South	288000
British Gas – gas escapes and emergencies	0800 111 999
Citizens Advice Bureau	0870 121 2033
Energy Watch (Gas & Electricity Watchdog)	08459 06 07 08
Essex Police	762212
Fire and Rescue – Colchester Division	574255
MIND (National Assoc for Mental Health)	760362
NHS Direct	0845 4647
Parentline	0808 8002222
Police – Colchester Police Station, Southway	762212
RSPCA Colchester	860586
RSPCA Cruelty Line	0870 555 5999
Shelter, Housing Aid Centre	860448
Social Services – Colchester Area Office	761954
Victim Support Essex	0845 456 5995



Contact:

Colchester Borough Homes
PO Box 7888
Colchester CO3 3YB

Fax: 01206 506924

E-mail: cbh@colchester.gov.uk