Leaseholder Rights & Processes: Repairs, Costs, and Consultations

1. Can leaseholders question the cost or quality of repairs and maintenance?

Yes, absolutely. Leaseholders can challenge **both cost and quality** of any repair or maintenance works, as long as it's within a reasonable time after the work is completed or charges are issued. This can be done via the 0800 number and customer service, via email leaseholders@cbh.org The quality of the repair can also be challenged at this point but the leasehold team will refer this back to the repairs team for a response as they own this part of the process.

Leaseholder Guide: Procurement, Contract Management, and Annual Charging

Procurement of Contracts

• **Legal Framework:** CBC must follow public procurement laws, meaning the process is structured, competitive, and impartial.

• Leaseholder Involvement:

Leaseholders are protected through the **Section 20 consultation process**, which may allow them to **nominate contractors**, depending on the contract type.

- At present as part of the section 20 consultation process leaseholders are invited to visit with the surveyor in charge of the project to view the contracts. This is normally in house as sensitive documents cannot be emailed or sent via post to customers. The leaseholder just needs to use the observation form as provided with the section 20 notice or contact the leasehold team to request this so it can be organised.
 - However, leaseholders cannot influence which contractor is ultimately chosen, as the selection is based on required works/services and must remain unbiased.

Role of the Leasehold Team:

The leasehold team **does not procure contracts** or decide who is awarded them. Their role is to **communicate outcomes** to leaseholders.

Contract Management & Costs

- The **costs of works or services** (e.g., roof replacement, grounds maintenance) are determined by the **managing department** (e.g., Planned Works, Grounds Maintenance), not the leasehold team.
- If leaseholders have **cost-related queries**, they should be directed to the **department** that delivered the service.
- The leasehold team can assist in **referring the enquiry** to the appropriate area but cannot verify or amend the costs themselves.

Annual Service Charges

Change in Process:

As of this year, CBC **no longer sends "proforma" or advance notice invoices** to reduce:

- Staff workload
- Printing & postage costs
- Environmental impact (supporting carbon reduction goals)

• Breakdown of Costs:

The **actual invoice** still includes a full **breakdown of charges**, as required. These reflect **actual costs** for services/repairs over the previous financial year — **not estimates**.

Raising a Dispute:

- If a leaseholder disputes a charge, they must complete a proforma dispute form so that the query is formally documented.
- o The relevant **service department** will investigate and provide a response.
- If there is a complaint (not just a query), it should also be directed to the service-providing department.

• Important:

Any failure or dissatisfaction with a service (e.g., poor cleaning, incomplete repair) should be raised at the time the service is provided, not only after invoices are issued.

• With planned works the section 20 consultation encourages the leaseholder to get in touch regarding quality and costs if they so wish to challenge. We encourage to

leaseholder to use the observation forms at each stage so that we may provide them with a formal response.