

# Leaseholders' Handbook



**Cheltenham Borough Homes**

# CONTENTS

## 1. ABOUT THIS HANDBOOK

- About Cheltenham Borough Council
- About Cheltenham Borough Homes



## 2. RIGHTS & RESPONSIBILITIES

- Your Lease
- Your rights as a leaseholder
- Your responsibilities as a leaseholder
- Our responsibilities as landlord
- Lease Extension



## 3. REPAIRS & MAINTENANCE

- Who is responsible for repairs
- Gas servicing
- Alterations
- Section 20 Consultation



## 4. SERVICE CHARGES

- Why do I have to pay service charges?
- How are service charges calculated?
- What are "management and administration costs"?
- The first five years
- Paying your bill
- What if I disagree with my charge?
- What happens if I don't pay?
- Buildings Insurance



## 5. FINANCIAL HELP:

- Support from DWP
- Claiming Benefits



## 6. BUYING, SELLING, LOSING OR SUB-LETTING A LEASEHOLD FLAT:

- Buying a leasehold flat
- Selling your flat
- Losing your home
- Subletting your home



## 7. MANAGEMENT OF YOUR BLOCK:

- Neighbour Nuisance
- Parking in your neighbourhood
- Estate Cleaning
- Ground Maintenance



## 8. COMMUNITY INVOLVEMENT:

- Community Involvement
- Leaseholder Involvement



## 9. MAKING A COMPLIMENT, COMMENT OR COMPLAINT:

- Listening to your views
- Making a Formal Complaint



## 10. EQUALITY & DIVERSITY:

- CBH's Equality & Diversity Statement



## 11. UNDERSTANDING YOUR LEASE:

- Glossary of terms – Terms & definitions



## 12. SERVICE STANDARDS:

- Leaseholder Promise
- Service Statement
- Cleansing Services Statement
- Ground Maintenance Service Statement

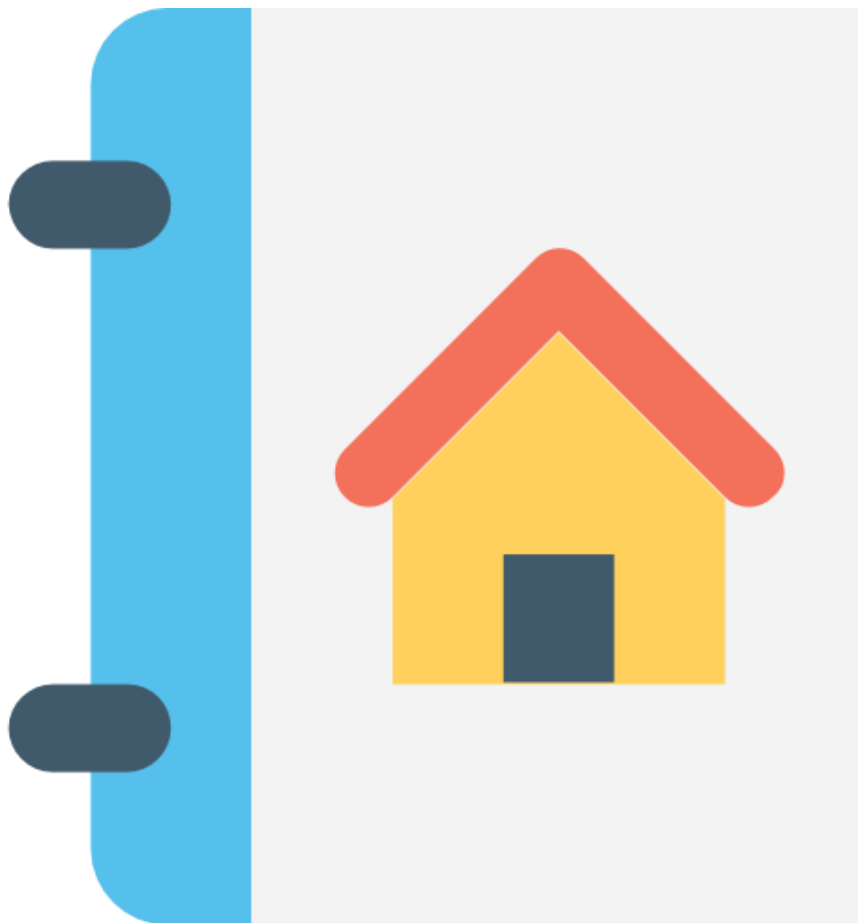


## 13. CONTACT INFORMATION:

- Directory
- Other useful contacts



# About this handbook



In this section:

- About Cheltenham Borough Council
- About Cheltenham Borough Homes

# About this Handbook

This handbook gives a guide to our services for leaseholders, whether you have bought your home under the Right-to-Buy scheme or on the open market.

The handbook is a guide **not** a legal document, if you have a legal question you will need to refer to your lease and seek independent advice through a solicitor or advice agency.

At the end of this handbook, there is a list of useful telephone numbers. If you need more information, please contact us on 0800 408 0000.

## About Cheltenham Borough Council

The freehold of your home is owned by Cheltenham Borough Council. They approve the major policies affecting the management of your home.

Cheltenham Borough Council is also responsible for some other housing functions, such as:

- Administering the housing register and helping the homeless
- General housing advice
- Housing strategies and policies
- Housing and council tax benefits

The council also provides other services including

- Environmental health
- Waste collection & recycling
- Planning
- Travel cards
- Leisure services

You can find more information on these services by visiting the Council's website at [www.cheltenham.gov.uk](http://www.cheltenham.gov.uk) or by calling (01242) 262626.

## About Cheltenham Borough Homes

Cheltenham Borough Council has appointed Cheltenham Borough Homes to manage the Council's 5,000 tenanted and leasehold homes.

Cheltenham Borough Homes is a wholly owned subsidiary of Cheltenham Borough Council and was launched on Tuesday 1 April 2003. It is a not-for-profit, arms length management company. The Council retains the ownership and rent setting for all of its homes. Cheltenham Borough Homes works in partnership with the Council to improve the quality of life for tenants and leaseholders.

Cheltenham Borough Council is the landlord, Cheltenham Borough Homes are the managing agent.

# Rights & responsibilities



In this section:

- Your Lease
- Your rights as a leaseholder
- Your responsibilities as a leaseholder
- Our responsibilities as landlord
- Lease Extension

# The lease

When you buy a flat you are buying only part of a larger building or block of flats. The owner of the block (The Council) is the landlord and keeps responsibility for all communal parts and services.

Your lease is a legal agreement between you and the Council.

The lease gives you rights over land or buildings for a limited period. This period is known as the term of your lease. Usually a Council lease will run for 125 years from the date of the first lease. This means if you are the first tenant in the building to buy a lease it will last for 125 years. If another tenant bought a lease 10 years earlier on another flat in the block, your lease will have 115 years left to run.

**The lease is a legal document and can be difficult to understand. Before you purchased your home your solicitor should have explained your lease in full. If you have not yet purchased please ensure your Solicitor goes through the lease with you.**

## Your rights as a leaseholder

Your rights are covered in detail throughout this handbook and in the lease. Your main rights include;

- Use of any part of the estate or block that provides access to or from your home
- Access to water and electric supply for your flat or maisonette
- The right to live peacefully without having to suffer any nuisance, assault or harassment from neighbours

## Your responsibilities as a leaseholder

In signing a lease you have agreed to certain covenants (promises) these include your responsibilities as a leaseholder. Your responsibilities depend on what is stated in your lease. Generally you are required to;

- Pay a proportion of the Council's costs in managing the block when demanded
- Pay the 'ground rent' and all other charges for which you are liable when demanded. (See section on service charges)
- Maintaining your home in good repair and condition
- Use your home only as a single private flat for residential use.
- Avoid causing annoyance or inconvenience to your neighbours
- Not to carry out structural alterations or improvements without CBH's prior written consent
- Repay any discount if you sell your property within 5 years of exercising the Right to Buy

## Our rights as landlord

This depends on your lease, but generally we have the right to;

- Run and maintain electricity cables or water and gas pipes from any part of the estate or block through your flat or maisonette
- Enter and remain in your home for a reasonable period, subject to reasonable notice, to carry out any works to the common parts or structure
- Extend or carry out alterations or improvements to the block or estate including your flat or maisonette
- Close, divert or alter any roads, footways or gardens on the estate.

## Our responsibilities as landlord

Your landlord's obligations are set out in the lease and generally include;

- Maintaining the structure and the fabric of the building in good repair and condition
- Insuring the block, including your flat but excluding personal belongings, against loss or damage by fire and other risks
- Maintain the internal communal areas and surrounding areas within the curtilage of the block which is highlighted in your lease on the lease plan.

For more information about your lease, the Housing Act 1985, Section 20 consultation and legal advice please look at this free website for leaseholders: [www.lease-advise.org](http://www.lease-advise.org)

## Lease Extension

The law allows leaseholders of flats to extend the length of their lease by 90 years provided certain criteria are met. Therefore, if a leaseholder with 100 years remaining on the lease completes a lease extension, the additional 90 years will be added to the 100 years remaining meaning the leaseholder will then own a lease of 190 years.

### Qualifying Conditions

- a lease for a term of more than 21 years; or
- a lease granted under "right to buy"
- The Council must own the Freehold of the building to proceed.
- In addition, the following conditions must be satisfied:
- they must have owned the lease of your flat for more than 2 years; and
- they are not a commercial or business tenant

To establish whether the leaseholder is able to extend their lease **CBH recommend you seek professional advice** at an early stage.

If you are able to extend your lease then we will need to proceed down the statutory route.



## **The Statutory Route**

If you wish to proceed you must serve a notice on the Council. The notice must be in the form stipulated by S42 of the Leasehold Reform, Housing and Urban Development Act 1993 and the Council then have two months to respond. The Council **recommends you seek professional advice** when drafting the notice as any inaccuracies may result in the notice being deemed invalid.

## **Valuation**

CBC will instruct an independent valuer to obtain a value of the extension. Once the price is agreed a solicitor must be instructed to complete the legal documentation and register the new lease at the Land Registry. Leaseholders are responsible for their own legal fees and the lease extension cost. Prior to completion you must have paid us all outstanding service charges and costs relating to the flat.

## **Information**

If you require further information regarding lease extensions please visit the website of the Leasehold Advisory Service (**[www.lease-advice.org](http://www.lease-advice.org)**). The website also contains a lease extension calculator which will provide a rough estimate of the cost of extending a lease.

# Repairs & Maintenance



In this section:

- Who is responsible for repairs
- Gas servicing
- Alterations

# Who is responsible for repairs?

This section gives general information about the repairs and maintenance that CBH is responsible for and those you are responsible for as a leaseholder. This handbook outlines who is responsible. For further information please contact your leaseholder officer.

Any alterations you will need to ask permission in writing to CBH first so the Technical and Investment team can advise you on the requirements.

**Please Note: even though we are responsible for certain repairs, you will still be charged a proportion of the cost of the work in accordance with the terms of your lease.**

<p><b>Leaseholders responsibility</b></p> <p>You must keep the inside of your home in good condition and keep any private garden to the property neat and tidy. <b>You are responsible for any repairs including;</b></p>	<p><b>CBH/CBC responsibility</b></p> <p>CBH will repair and maintain the structure and outside of the building and the shared parts of the building. <b>This includes;</b></p>
<ul style="list-style-type: none"> <li>▪ Window glazing. Any alterations or changes to the windows, you must seek permission from CBH first.</li> <li>▪ Ceilings (but not the joists or beams)</li> <li>▪ Internal doors</li> <li>▪ Plaster and other surfaces to floors, walls and ceilings</li> <li>▪ Your personal entrance fire door must be maintained, any alterations or changes to the door, you must seek permission from CBH.</li> <li>▪ Water tank (if it supplies your property only)</li> <li>▪ All plumbing and electrics (if it supplies your property only)</li> <li>▪ All fixtures and fittings including bathroom fittings (except those part of a shared system, e.g. door entry phone)</li> <li>▪ Boiler and heating systems (supplies your property only)</li> <li>▪ Internal decorations</li> <li>▪ Garden to be kept neat and tidy</li> </ul>	<ul style="list-style-type: none"> <li>▪ Some inside walls and all outside walls</li> <li>▪ Joists beams and lintels</li> <li>▪ Doors/Security Doors in communal areas &amp; all door frames</li> <li>▪ Window frames</li> <li>▪ Roof, including coverings, supports and chimney stacks</li> <li>▪ Gutters, outside pipes &amp; fascia boards</li> <li>▪ Outside &amp; main drains - which serve more than one flat.</li> <li>▪ Lifts (including servicing)</li> <li>▪ Shared fixtures and fittings eg door entry and shared TV aerials</li> <li>▪ Estate roads and paths</li> <li>▪ Shared gardens and car parks</li> <li>▪ Communal lights and fittings.</li> </ul>

## How to ask for a repair

If you need a repair for which CBH is responsible for, please phone the repairs team on our free phone number 0800 408 0000 . When you call please give us as much information as possible. **You can only use this service to ask for repairs for which we are responsible.**

We will deal with your repair in the same way as we deal with repairs for Council tenants. The time taken for the job to be done will depend on what type of repair is needed. If it is an emergency we will respond within 24 hours. For any other routine work it can take up to 15 working days.

## Emergency repairs

You can report an emergency repair for which we are responsible at any time on **0800 408 0000**.

An emergency would be a repair that could injure someone or damage their health. **This does not include personal emergencies** such as locking yourself out of your property.

**Where leaseholders have used the repair service in cases where they are not entitled to do so, an additional charge to the leaseholder will be issued to recover the expenses incurred by CBH.**

## Letting us into your property

You must allow CBH employees into your home given prior notice to carry out any repairs or improvements to the communal system or structural works. We will try to give you at least 24 hours notice and we will try to call at a time that is convenient to you. For example we would need to enter your property if we had to repair or replace your door entry phone, your windows or TV aerial.

If there is an emergency, we may need to get into your property without giving you written notice. If this happens we will try and contact you.

Gas servicing

# Leaseholder Offer

## GAS SERVICING AND MAINTENANCE

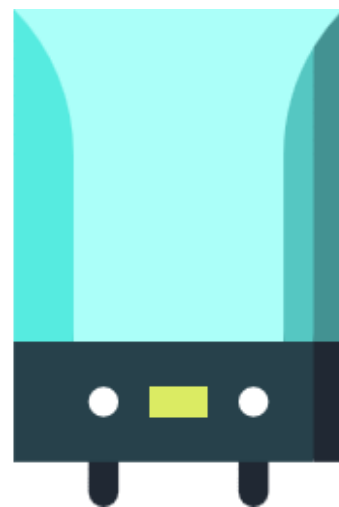
The options currently available to Leaseholders are:

- An annual Gas Safety check and service.
- A 12 month Gas Heating Plan, including an annual Gas Safety check and protection against costly heating repairs and breakdowns.
- A Gas Central Heating installation, including a Worcester boiler suitable for you and your home.
- A Gas Fire replacement option.
- A Boiler replacement option.

Please contact Liberty Gas for more information, a no obligation survey and costs.

Leaseholders will receive a leaflet annually from CBH detailing the cost Liberty Gas charge for the above services.

*\*All prices subject to VAT, Terms and Conditions apply, payment is required in advance and in full for each of the services.*



Liberty Gas via CBH

Freephone:  
0800 408 0000

Or  
Email:  
[cbh@liberty-group.co.uk](mailto:cbh@liberty-group.co.uk)

WORKING IN  
PARTNERSHIP  
WITH:



A TRUSTED PARTNER

[www.liberty-group.co.uk](http://www.liberty-group.co.uk)

# Alterations

You must not make any changes to your property unless you have written permission from CBH first. Permission will not be refused unless there is good reason, but certain conditions may have to be set in order to meet quality standards.

You may also need planning permission or building regulations approval before you make any changes. If you do not do this you are breaking the conditions of your lease, and you may have to pay to put things back as they were.

## Section 20 Consultation

CBH/CBC must consult you before we begin any major repairs, maintenance or improvements.

A Section 20 Notice of Intention will list the work that is intended to be carried out, the reason the work is necessary and the estimated budget for the works. You will have 30 days to make your written comments and to nominate a contractor.

A Section 20 Notice of Proposal will confirm receipt of the competitive tenders and that CBH have prepared the proposal in respect of the works to be provided under a QLTA. Either a copy of the proposal will accompany the Notice or leaseholders are invited to view the proposals and ask any question with the Building Surveyor.

A Section 20 Notice of Estimate will be sent to leaseholders listing a more detailed description of the proposed work, a summary of any observations received, the prices contractors have submitted and the reason the successful contractor has been chosen, and the estimated cost to the individual leaseholder.

A 30 day observation period will be given to leaseholders to make any comments for every notice served.

## **S20 – Qualifying Works**

Consultation notices will be sent to individual leaseholders affected by the works and where you will be required to pay more than £250. Leaseholders have a right to nominate a contractor for inclusion on the tendered list.

The consultation process:

Stage 1 – Notice of Intention

Stage 2 – Notice of Estimate

Stage 3 – Notice of Reason (if nominated contractor is not chosen or contractor changes)

## **S20 – Qualifying Long Term Agreement**

A qualifying long-term agreement is an agreement entered into by the landlord with an independent organisation or contractor for a period of more than **12 months**.

Landlords must consult where the amount payable by any one leaseholder exceeds **£100** in any one year.

The consultation process:

Stage 1 – Notice of Intention

Stage 2 – Notice of Proposal

Stage 3 – Notice of Estimate

# Service charges



In this section:

- Why do I have to pay service charges?
- How are service charges calculated?
- What are “management and administration costs”?
- The first five years
- Paying your bill
- What if I disagree with my charge?
- What happens if I don't pay?
- Buildings Insurance



## Why do I have to pay service charges?

When you bought your property, you became a “shareholder” in the building your flat is in. This means you are responsible for paying your share of the costs of maintaining and managing the building and its surrounding area. As your landlord we have a duty to maintain the building and charge you your share of the cost.

## How your service charges are calculated

Service charges cover the cost of maintaining the block of flats and estates where you live. Your bill may include charges for;

- Communal repairs, maintenance and improvements
- Lighting of communal areas and footpaths
- Cleaning
- Lift maintenance
- Grounds Maintenance
- Administration and Management fees
- Buildings insurance

As a leaseholder, your lease requires you to pay a reasonable proportion of the costs incurred in managing and maintaining the block where you live and the surrounding estate. **Your charge is normally calculated by splitting the cost of the work by the number of properties in the block. For example:**

<b>Cost of work</b>	<b>=</b>	<b>£600</b>
<b>No. of flats</b>	<b>=</b>	<b>6</b>
<b>£600 divided by 6</b>	<b>=</b>	<b>£100</b>

**Please note:** If CBH has to carry out a repair specifically to your property then you will be charged the full amount for the work.

## What are “management and administration costs”?

These costs represent a reasonable part of the costs incurred in management and administration in relation to leaseholders. This includes calculating, issuing and collecting service charges, contract management, estate management, community involvement, audit and legal services and the production of information. This charge enables CBH to meet its housing management obligations, all as detailed in the lease.

# The first Five years through the RTB

(Limits during the 'initial period')

When a tenant first buys the leasehold through the RTB, they are given an offer notice. This notice includes estimates of general repairs and details of major repairs and improvements that are planned for the block. We cannot charge you more than the estimates in the S125 (plus an allowance for inflation) for work carried out in the initial period. The initial period lasts for 5 years from the date the lease was first purchased. When this period has run out, we can charge you your share of the reasonable cost of the work.

## Paying your bill

The service charge year runs from the 1 April to 31 March. Charges for the previous 12 months are calculated based on **actual expenditure** on services. Invoices are normally dispatched May and are due for **payment within 14 days of date of invoice**. CBH can offer a payment plan; it has to be cleared before the next invoice is issued. Please contact your leasehold officer for more details.

If major works have taken place you may be presented with an invoice on completion of the works. CBH have a period of 18 months to issue the invoice.

You can pay at the Municipal Offices or either of the CBH Area Offices. Please make sure that you have your Payment Reference Number.

If you wish to send a cheque in the post, please ensure that you put your name, payment reference number on the back of the cheque and make it payable to Cheltenham Borough Council. Please do not send in cash.

You can make your invoice payment using the following methods:

- On Line, visit [www.cheltenham.gov.uk](http://www.cheltenham.gov.uk) to pay by debit or credit card. Please select 'Housing CBC' and use your Payment Reference Number.
- By Telephone, call 0300 456 2774 24 hours a day, 7 days a week to pay by credit or debit card.
- By Post, send payment by cheque
- In Person, payments by cash, cheque, debit or credit card, Please remember to bring this invoice with you.
- BACS - Account No: 00281344 Sort Code: 30-00-00  
Account Name: Cheltenham Borough Council - Head Office Collection Account  
Please forward a remittance advice containing full invoice details to [remittances@cheltenham.gov.uk](mailto:remittances@cheltenham.gov.uk) or Municipal Offices, Promenade, Cheltenham, GL50 1PW
- Visit any high street bank to make payment using the giro slip below. Your payment may take several days to reach your account.

## What if I disagree with my charge?

If you have any queries about your service charge you should let us know. We will provide you with as much information as possible to support the service charges. You are entitled to inspect tenders, supporting documents and statements relating to your invoice. To do this you will need to make an appointment with Cheltenham Borough Homes. Call CBH on 0800 408 0000,

## What happens if I don't pay?

Sometimes leaseholders experience financial problems and find it difficult to pay their service charge. If this happens please contact your leasehold officer.

It may be possible for you to pay off your service charge in instalments. A monthly repayment figure will be calculated for you taking into account the size of the debt and your monthly income and spending.

### *What will happen if you don't pay?*

If you do not pay your bill on time we will send you a reminder letter. If you are unable to pay then please contact us. If we do not hear from you and you do not respond to the request to settle your account the Council **will** take legal proceedings against you.

**The lease contains a covenant (a promise from the leaseholder) that you will pay the service charge in full when demanded. If you do not pay, you will be in breach of that covenant. This will give the Council the right to go to court to recover the debt. In extreme cases we can obtain an order for forfeiture (subject to the Housing Act of 1996), which means that the lease is terminated and the flat returned to the Councils housing stock with vacant possession.**

**IT IS THEREFORE IMPORTANT THAT YOU PAY YOUR SERVICE CHARGE**

## Buildings Insurance

As your landlord the Council insures against loss or damage to the structure of the property on your behalf. If the unforeseen happens the property can be rebuilt or repaired. This policy includes events such as riot, storm or flood damage. You pay your proportion of the premium through your annual service charge bill.

It is important that you review the level of cover on a regular basis to ensure you are adequately insured. The policy contains an important condition relating to under insurance. The clause is called "Average". If you under insure your flat then any claim made can be proportionately reduced by the level of any under insurance. For example, if you insure for £50,000 instead of £100,000 (say 50% of the correct rebuilding cost) and you make a claim for £5,000 then the insurer would only pay £2,500 (50% of the claim).

There are two main ways of making a claim against this insurance policy, depending on how the damage is caused:-

### **Vandalism to the Structure, Common Areas etc where the Landlord is responsible for repairs.**

- Report the incident to the Police, giving full details, and make a note of the incident number and the date.
- AND
- Phone the Repairs hot-line on 0800 408 0000, and state that the repair is needed due to vandalism. Give the incident number and the date on which it was reported to the Police along with relevant details.
- Telephone the Leasehold Officer and request a claim form. Either a private contractor or CBH can carry out the repair, you must then claim for your proportion of the cost directly from the Insurance Company.

### **Other Insurance Claims**

During the year you may have independently arranged and paid for work to be carried out due to structural damage to your individual flat (for example; from a collapsed ceiling, due to flooding from an upstairs flat).

### **If you wish to make a claim in these circumstances:-**

- Contact Cheltenham Borough Homes on 0800 408 0000 to request an insurance claim form or ask for the Building Insurance company contact details please contact the leasehold officer.
- We will complete the section which requires the Landlords details and then send the claim form to you.
- You must then complete the remaining sections of the form and send it directly to ZURICH Municipal (the insurance company) for them to action.

#### **PLEASE NOTE :**

- ◆ When you complete and forward a claim to Zurich Municipal, any negotiations will have to be **between yourselves and the insurance company**. CBH **will not be able to intervene** on your behalf.
- ◆ If you are making an insurance claim for reimbursement of a charge that has formed part of your service charge bill, **you must still pay the service charge in full**.
- ◆ **The decision whether to pay an insurance claim rests with the insurance company, not the Council or CBH.**

## **Home Contents Insurance**

Cheltenham Borough Council has a Home Contents Insurance scheme for tenants and leaseholders. Please check the CBH website for more details.

<http://www.cheltborohomes.org/rents/home-contents-insurance/>

# Financial help



In this section:

- Support from DWP
- Claiming Benefits

## Support from the DWP

If you are in receipt of one of the following benefits, you may be eligible for help from the DWP.

- Income Support,
- income-related Employment and Support Allowance,
- income-based Jobseeker's Allowance,
- Pension Credit

For example - If CBH arranges for the exterior of the building to be painted and you are obliged to pay your share of the cost. In such a case, generally speaking, the DWP will pay this. Service charges which cover minor repairs and maintenance are eligible.

However, the situation is more complex if the repairs are viewed as improvements, such as repairs to heating systems, damp proofing, replacing windows, repairing unsafe structural defects. These service charges will not be covered.

DWP will need to receive the invoice within 1 month of the invoice issue date. The DWP will assess your eligibility, and if you are eligible, then they will pay service charges over 52 weeks as an addition to your normal weekly payment.

Department of Work and Pensions - 0345 608 8545

## Claiming benefits

Cheltenham Borough Council has a Benefit & Money Advisor who gives help and advice to Cheltenham residents regarding many different benefits and entitlements. They can help with:

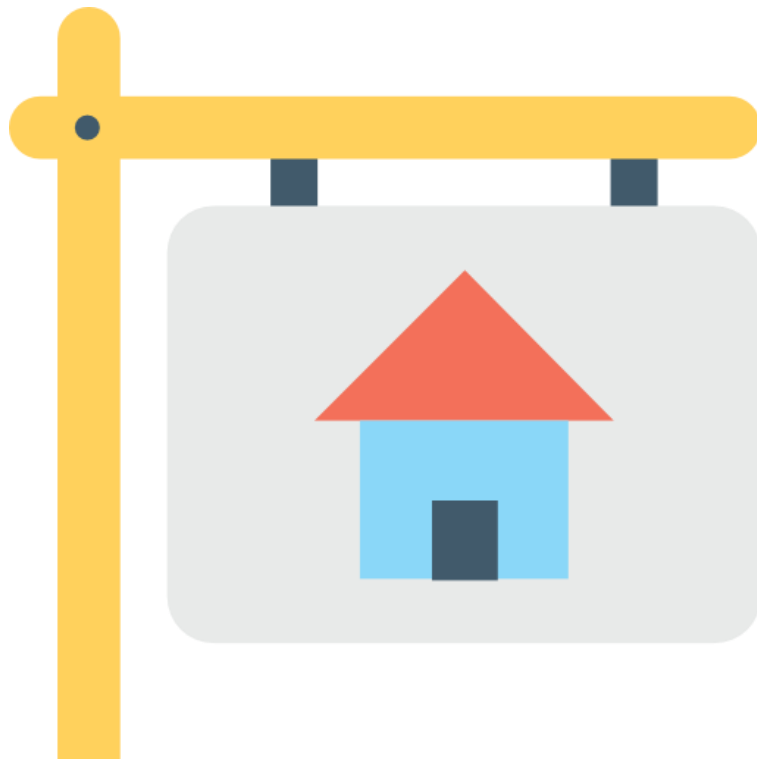
- The benefits available that you may be entitled to
- Help with completing various claim forms
- Signposting you to another agency if required

For advice or to make an appointment please call 0800 408 0000.

## Arranged Payment Plans

CBH can make an arrangement with the leaseholder to set up a payment plan for any major works invoice. CBC currently offer up to 2 years interest free. Please contact your Leasehold Officer to discuss.

# Buying, selling, losing or sub-letting a leasehold flat



## In this section:

- Buying a leasehold flat
- Selling your flat
- Losing your home
- Subletting your home

## Buying a leasehold flat

There are two ways to buy a council flat:

- Under the Right to Buy Scheme
- By buying the lease from the current leaseholder typically on the open market.

In both cases you should get a solicitor to act on your behalf. It is important that they explain to you the ongoing liability when purchasing a leasehold property. In particular, liability for service charges, structural repairs and maintenance and major works and outstanding invoices.

**If you buy your flat on the open market, it is in your interest to ensure that all outstanding charges due to the date of sale have been met by the existing Leaseholder, failure to do so will make you liable for any outstanding service charges and invoices.**

If you buy the flat from an existing leaseholder, you should tell us straight away. As the landlord we have the right to know who is responsible for the flat.

## Selling your flat

If you purchased under the Right to Buy Scheme and you transfer or sell the lease to someone else within five years of the date you bought it, you will have to repay some of the discount you received. The Council will reduce the amount you have to pay by one fifth for each full year that has passed since you bought the lease.

**You must pay any bills you owe before you move out, including any service charges and ground rent. You must also ask your solicitor to contact us before the lease is transferred.** We will then sort out any charges you still owe and check that you have met the conditions for selling your lease.

Solicitors acting for the new owner of the lease must inform the Council and CBH that the lease has been transferred within 21 days of signing the papers. We charge a fee for the work we have to do to transfer the lease.



## Losing your home

### **Forfeiture**

If you break any of the conditions of the lease, the Council may apply to the Court to end your lease agreement. If the Court decides you have broken a condition of the lease they will make an order allowing us to end the agreement and evict you from the property. We will always try to come to an arrangement over service charges.

You will also have to pay all Legal fees and any other costs that the council incurs because you have broken the lease agreement.

We will always give you the opportunity to put things right before we take legal action

### **Repossession by a mortgage lender**

If you have taken out a mortgage to buy your flat, your mortgage lender has a "legal charge" on your home. This means it can apply to the courts for repossession if you do not pay your mortgage. If the court grants possession, they have the right to evict you, sell your flat and take what you owe them out of the proceeds. If you have difficulty paying your mortgage or service charges, ask for help do not leave it until you are about to be evicted.

## Subletting your home

If you wish to sublet your home please write to us confirming this. This **must be done as it affects your buildings insurance policy**. We must also have a correspondence address and a phone number where we can contact you.

You should also check your mortgage agreement, to see if it includes any conditions about subletting. Make sure that you have a suitable tenancy agreement between you and your tenant. **Remember, you may not be living at the property, but the lease is in your name and you are responsible for the property and the way your tenants behave.**

**If you break any of the conditions of the lease, the Council may apply to the Court to end your lease agreement. If the Court decides you have broken a condition of the lease they will make an order allowing us to end the agreement and evict you from the property.**

**You will also have to pay all Legal fees and any other costs that the council incurs because you have broken the lease agreement.**

**We will always give you the opportunity to put things right before we take legal action**

# Management of your block



In this section:

- Neighbour Nuisance
- Parking in your neighbourhood
- Estate Cleaning
- Ground Maintenance

## Management of your block

Your property and the others in your block of flats are managed by a dedicated Senior Neighbourhood Housing Officer, who works as part of a team with other officers, including Neighbourhood Wardens and Housing Assistants, to provide excellent services in your area.

They deal with a wide range of leasehold and tenant issues. The Neighbourhood Housing Team is the first point of contact if you have any questions or problems relating to the area in which you live or in your block e.g. neighbour nuisance, quality of service etc.

To find out which Neighbourhood Housing Officer is responsible for your area please contact your Area Office on 0800 408 0000.

## Neighbour Nuisance

You, your household and your guests must not do anything that could cause a nuisance to other people. This includes;

- Playing music, musical instruments, the radio or TV too loudly or at unreasonable times.
- Causing too much noise from parties, DIY or quarrels
- Harassing your neighbours.
- Blocking shared parts of the building or estate.
- Repairing vehicles on shared areas.

### **What can you do about the problem?**

CBH have a Safer Estates team who handle ASB issues. To find out who your Safer Estates Officer is please contact the fee phone line 0800 408 0000.

## Parking in your neighbourhood

Do not park a vehicle on any grass verge. This not only churns up the grass but also makes it difficult for emergency vehicles to reach properties. CBH do not police communal car parking areas.

## Garages

Council garages are available for rent in most areas but they must not be used for business purposes without our permission. If you would like a Council Garage, please contact your Area Office.

## Estate cleaning

The cleaning of the communal areas in your flats will be provided by Cleansing operatives who work for Cheltenham Borough Homes.

The operatives work to a specified Service Standard.

A rota for the frequencies they attend is available for each individual block of flats. If you would like to know more, please contact the Estate Services Team Leader on 0800 408 0000.

**Please note that this service is borough wide and no blocks are able to opt out of this cleaning service.**

**Leaseholders will be charged the same rate for cleaning as tenants living in the same block. You will be invoiced for the cleaning annually in arrears as part of your service charge bill.**

## Grounds Maintenance

Cheltenham Borough Homes manage the contract with the Council to provide Grounds Maintenance services in the communal gardens at the front, side and rear of the flats.

If you would like any further information on the Grounds Maintenance Service, please contact the Estate Services Team leader on 0800 408 0000.

# Community Involvement



In this section:

- Community Involvement
- Leaseholder Involvement

## Community involvement

CBH is committed to 'Making Cheltenham a better place to live by providing great homes and stronger communities'. We do this by making sure that you have as many opportunities as possible to let us know your views on CBH, the services we provide and the neighbourhoods we manage. We believe that the only way we can provide you with the services you want is by listening to you and involving you in the decisions we make. We work closely with other CBH officers and our customers to find ways to support and involve you in subjects you find important. We have two distinct areas of service, customer involvement and community development.

## Leaseholder involvement

Leaseholders can attend a 6 monthly meeting of the Leaseholders Forum or even join the CBH committee. A 6 monthly newsletter is also issued to Leaseholders as an update of what is going on. Leaseholders will be sent an invitation to the meetings along with an agenda.

# Making a compliment, comment or complaint



In this section:

- Listening to your views
- Making a Formal Complaint

## Listening to your views

Cheltenham Borough Homes is committed to providing high quality services that meet your needs. In order to do this we need to know what you think of the services we provide so that we can constantly review and improve them. We value every complaint, comment and compliment we receive. Your views will be used to help plan our services.

If you have a complaint about any of the communal services you receive as a leaseholder (for example cleaning) you should initially refer it to your Senior Neighbourhood Housing Officer at your area office.

Complaints about the service charge invoice should be raised with Cheltenham Borough Homes, Leasehold Officer who can investigate the matter.

**If you feel that the matter has not been resolved to your satisfaction you may wish to pursue a formal complaint.**

## Making a Formal Complaint

Please contact the CBH customer service help desk on 0800 408 0000. A Customer Services Officer will be able to take your complaint over the phone or in writing.



# Equality & Diversity



In this section:

- CBH's Equality & Diversity Statement

# Equality Diversity & Inclusion Statement

CBH are committed to promoting equality & fairness in the way we support customers, staff, partners & other stakeholders.

## **Definitions of Equality & Diversity**

**Equality**- *ensuring that people are treated fairly and have the same opportunities as others regarding services and employment. Ensuring that nobody is discriminated against regarding their; race, sex, disability, sexual orientation, disability, religion or belief, age, gender reassignment, marriage & civil partnership or pregnancy & maternity.*

**Diversity** – *Appreciating that everybody is unique and that we should embrace individual differences to benefit our communities and society in general.*

**Inclusion** - *is about making sure that people feel valued, respected, listened to and able to challenge. It's about recognizing and valuing the differences we each bring and creating an environment where everyone has equal access to opportunities and resources and can contribute to the organizations success.*

CBH has a strong commitment to equality, diversity and inclusion, we aim to exceed legal requirements and deliver an outstanding customer experience. We will aim to ensure that our working practices and services do not discriminate and are accessible to everyone. This will be achieved through promoting equality diversity & inclusion by;

- Collecting and utilising resident profiling information to help us develop and provide services which meet people's needs.
- Proactively ensuring we identify and meet the needs of vulnerable people.
- Communicating with customers in their chosen methods
- Responding to customer complaints and compliments
- Ensuring customers are represented on our Board
- Continually review and improve services in partnership with stakeholders
- Meeting requests for aids and adaptations or signposting to relevant partners
- Responding to and addressing reports of discriminatory conduct

Our Promises to you...

- CBH is committed to Equality, Diversity & Inclusion for staff & Customers
- CBH will have an Equality Diversity & Inclusion Policy & Strategy

- CBH will hold regular Equality Diversity & Inclusion forums where we will monitor our standard and Equality Impact Assessments to ensure all groups are supported /included and have access to CBH activities.
- CBH will gather relevant information about our customers and use the information to shape the services we provide
- CBH will provide Equality & Diversity training for staff and involved customer representatives.

### **Target**

- CBH will review it's Equality Diversity& Inclusion Policy annually
- CBH will hold a minimum of 4 Equality Diversity & Inclusion Forums a year
- CBH Equality Diversity & Inclusion Forum will aim to include 2 leaseholder representatives who will help monitor Equality Diversity & Inclusion in CBH and provide feedback to us.
- CBH Equality Diversity & Inclusion Forum will aim to include 2 external/partner representatives to help ensure CBH meets its Equality Diversity & Inclusion objectives.
- CBH will review its staff training programme annually to ensure all CBH employees have an understanding of CBH's Equality Diversity & Inclusion vision & objectives.
- CBH will provide a minimum 1 day's equality Diversity & Inclusion training each year for tenants & leaseholders to help promote Equality Diversity & Inclusion within our communities.

### **Monitoring**

CBH welcomes feedback on our services and you can give us your views in a variety of ways including; telephone, letter, email or personal visit or by talking to one of our staff at one of our community events. Additionally we welcome feedback through other opportunities including;

- Feedback from delegates at CBH's annual Neighbourhood Conference
- CBH Complaints, Compliments & Comments Procedure
- We will test service using our "Mystery Customer Service Auditors"

### **Reporting**

CBH will report on our progress in relation to our commitment to Equality Diversity & Inclusion, we will do this will be through;

- Quarterly CBH Equality Diversity & Inclusion Forum Meetings
- Quarterly reports to CBH Leadership Team
- Twice yearly reports to the Board of Trustees.
- CBH Equality Diversity Inclusion Forum will produce 1 article annually for CBH news to feedback progress.

# Understanding your lease



In this section:

- Glossary of terms – Terms & definitions

## Glossary of terms – Terms & definitions

Assignment	This is the term used when you sell your flat and with it the lease. The new leaseholder is the assignee.
Block	The building in which your property is situated.
Cheltenham Borough Council	This is your landlord, the owner of the freehold
Cheltenham Borough Homes	A wholly owned subsidiary of Cheltenham Borough Council who manage the councils residential property portfolio
Common parts	The parts of the building or estate that all the residents can use, such as stairs, corridors, paths, communal gardens.
Consultation	This is the process of asking for other peoples opinions. Where possible we will consult you about anything we do that affects you.
Contingencies	Insured risks, or dangers that are covered under your block insurance policy.
Covenant	A covenant is a promise to take responsibility for something. The lease states what you are responsible for during your ownership of the property.
Cyclical maintenance	Work that we usually carry out in accordance with a programme. It will be included in your service charge.
Curtilage or demised premises	That part of the block included in the lease you have bought. This will include your flat, the common parts, any garage/shed/garden area and the landscaped area that forms part of your block. Your lease will include a plan showing the curtilage. It will show which parts of the building are yours and which parts you share with other people.
Enfranchisement	The process where leaseholders may be able to buy the freehold of their block.
Estate	The block, any out-buildings and any land associated with the block.
Fixtures	You are responsible for these fittings in your flat. They include kitchen units, bathroom suite, light fittings and any central heating system.
Forfeiture	This means that the lease is terminated, and we as freeholder can lawfully repossess the property, require you to vacate it and dispose of it with vacant possession. This would only take place after significant breaches of the covenants in your lease and following a decision by a leasehold Valuation Tribunal or a court.
Freehold	Absolute ownership of property and the land on which it stands.

Ground rent	This is the rent paid to the landlord during the term of the lease. It is a small annual fixed sum payable by a leaseholder to a freeholder in recognition of the legal contract between them. We charge £10 each year.
Improvement	Doing more work to a property than is required to satisfy an obligation to repair.
Landlord	This is a person or organisation that owns the freehold (or long term lease) of a property and grants a tenancy or lease to a tenant or leaseholder.
Lease	The lease is a contract that explains our responsibility to you, and your responsibility to us.
Leasehold	An ownership of a property in a building that comprises other flats/maisonettes and is subject to the payment of service charges and ground rent for a set period.
Leaseholder	This is the person who has been granted the lease by the landlord and is, strictly, known as a tenant.
Leasehold Valuation Tribunal	A body that makes decisions about service charge disputes between landlords and leaseholders. It is made up of a panel of people with experience of property disputes, such as solicitors and surveyors.
Lessee	This means a leaseholder
Mortgagee	This is a bank or building society that has lent you money so that you can buy a property.
Section 20 Notice	This is the consultation letter we must send you when we are intending to carry out work that cost more than an amount set by government regulations.
Service charge	This is a payment made by a leaseholder to a freeholder in return for services the freeholder provides.
Sub-letting	This is where you rent out part or all of your home to a sub-tenant
Tender	This is what we do to get the best prices for big contracts such as redecoration works, and is based on a detailed specification of the works. We invite contractors to give their price or "tender" for the work.

# Service Standards



In this section:

- Leaseholder Promise
- Service Statement
- Cleansing Services Statement
- Ground Maintenance Service Statement

# Leaseholder Promise

Cheltenham Borough Homes has a comprehensive range of service standards that covers every aspect of the business. Listed below are those that have a direct impact on the needs of our leaseholders. A complete list of service standards is available at our area offices.

## Service Statement

If you wish to purchase your home Cheltenham Borough Homes will assist you with your application, offering advice and guidance. Relevant application forms are available from your area offices.

Cheltenham Borough Homes is fully committed to providing a comprehensive leaseholder service, including an active programme of leaseholder participation. By enabling leaseholders to have a say and by listening to your views we will be more accountable for the services we offer.

Our vision is for leaseholders to be consulted and involved in decision making in all aspects of the housing service that affect them and for the level and pace of involvement to be decided by the leaseholders themselves.

We understand that you may have questions and concerns about the services we provide and how your service charges are calculated. We will do our best to help you with your query and advise you where you can obtain help.

## Our promises to you....

- CBH will send you your service charge invoice usually in July each year, setting out your service charges which are billed annually in arrears. Information and advice on how to pay along with a statement of costs will be included.
- CBH will answer your written enquiries within 10 working days, and advise you what action we will be taken.
- CBH will consult you prior to any major works on your blocks of flats in line with legal requirements and best practice.
- CBH will carry out repairs, **where it is our responsibility**, to a high standard. Repairs will be to the same timescale as if you were a council tenant. Please be aware that the types of repair we undertake for leaseholders is limited to those that are considered structural or which affect communal areas or the exterior of the property, e.g. external painting. Any internal matters such as decorating etc. are your responsibility. Please see your leaseholder's handbook for more details.
- CBH will work closely with the council, and various tenant and leasehold committees to do whatever we can to make it a place where you are happy to live.



### **How you can help us**

- By paying your service charge invoice promptly as indicated. If you dispute any part of the service you must contact us immediately. You should continue to pay the amount due until it has been resolved. Where you dispute the Service Charge it would be useful if you could please put your concerns in writing.
- Please advise us, ideally in writing, of any structural alterations you may be thinking about making before any work is carried out.
- Advise us if you are selling your lease to another person.

### **Monitoring**

- CBH Complaints, Compliments & Comments Procedure;
- We will test the service standards by sending a questionnaire to service users each year;
- The Housing Services Manager will monitor these standards;

## **Cleansing Service Statement**

### **Our promises to you....**

- CBH will spot clean walls, doors, stairs and deck access as necessary to remove dirt, dust, litter, faeces and foul odours.
- CBH will remove cobwebs from ceilings in communal areas
- CBH will tidy and disinfect bin stores as necessary
- CBH will remove offensive graffiti in areas that are managed by CBH (unless made permanent through scratching or type of application)
- CBH will respond to emergency requests for estate cleaning where there is a risk to public health
- CBH will ensure that reported fly tipped waste is removed where it has been dumped on land that CBH manages on behalf of the Council.

## **Ground Maintenance Service Statement**

CBH currently has responsibility for managing the contract for Grounds Maintenance provision to housing land. The contractor who delivers this service for tenants and leaseholders is Ubico

CBH's role is to monitor the service from Ubico and ensure that the service provided across the borough incorporates these standards, which have been agreed in conjunction with our customers.

## **Our promises to you....**

- The grass cutting service will be carried out in a safe and professional manner
- Ubico will endeavour to provide a grass cutting service every fourteen days between April and October, subject to weather conditions
- Cuttings on pathways will be blown or swept back onto the grassed areas
- Where there is planting with drifts of bulbs, the area will be cut around until the foliage has died back. Approximately six weeks after flowering all foliage will be cut and removed.
- The control of weed growth in shrub and plant beds will be through a combination of hand-weeding, mulching and chemical control
- Rose bushes to be pruned during the autumn and spring seasons
- Roses, during the summer season, are dead headed and suckers removed
- Shrub and plant beds will be inspected to identify areas for refurbishment during the following winter season
- Hedges will be cut twice a year.
- Trees on Council owned (HRA) land will be inspected and assessed to create a priority strategy
- Fallen leaves from areas identified as Sheltered Housing will be removed during the winter months

# Contact information



In this section:

- Directory
- Other useful contacts

# Directory

Cheltenham Borough Council and Cheltenham Borough Homes are large organisations offering a wide range of services. Please find below a list of contacts which you may find useful

Section / Contact	Query	Phone number
<b>Cheltenham Borough Homes</b>	<b>All enquiries</b>	<b>0800 408 0000</b>
<b>Repairs</b>	To report all Communal repairs	<b>0800 408 0000</b>
<b>Leasehold Officer</b>	Leasehold and Property enquiries	<b>(01242) 387549</b>
<b>Cheltenham Borough Council</b>	Main reception	01242 26 26 26

**If you wish to contact us in writing, our address is;**

Cheltenham Borough Homes  
Oakley Community Resource Centre  
113a Clyde Crescent  
Cheltenham  
GL52 5QL

**You may also wish to contact us by e-mail, our address is;**

[leaseholders@cbh.org](mailto:leaseholders@cbh.org)

## Other useful contacts

Leasehold Advisory Service	020 7832 2500	<a href="http://www.lease-advice.org">www.lease-advice.org</a>
Leasehold Valuation Tribunal	020 7446 7700	<a href="http://www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber">www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber</a>
The Local Government ombudsman	024 7682 0000	<a href="http://www.lgo.org.uk">www.lgo.org.uk</a>

Please note that under the Data Protection Act 1984 we may be asked to share information with other agencies including UK government departments and agencies, other public authorities and registered social landlords.

Also. The Audit Commission Act 1998 requires us to take part from time to time in the National Fraud Initiative (NFI) data-matching exercise.

We will provide tenancy data to the Audit Commission for the NFI. The Audit Commission will use the information to make comparisons between local councils and to help prevent and detect fraud. Every social landlord tenant in the country may be checked – it does not imply that you have been involved in fraud.