



# Housing Services



## Leaseholders Handbook

Published February 2011



# Leaseholders Handbook

<b>Contents</b>	<b>Page</b>
<b>1 Introduction .....</b>	<b>4</b>
<b>2 Understanding your lease agreement.....</b>	<b>5</b>
What is a leaseholder? .....	5
About your lease agreement.....	6
Your responsibilities .....	6
Our responsibilities .....	7
Plain language example of a lease agreement .....	7
Varying the terms of your lease .....	25
Your legal rights .....	26
<b>3 Annual service charges.....</b>	<b>26</b>
What is a service charge?.....	26
Why do you have to pay service charges? .....	27
The first five years of the lease .....	28
Your service charge account.....	29
When are service charge accounts sent out?.....	30
How to pay your service charge.....	31
Difficulty in paying your service charge.....	32
Service charge loans .....	33
Waiving or reducing your service charge .....	33
Service charge disputes.....	34
Non payment of service charges .....	35
<b>4 Repairs and maintenance .....</b>	<b>35</b>
Who is responsible for repairs? .....	35
How to report a repair? .....	36
How quickly will a repair request be responded to?.....	37
Planned maintenance and improvements.....	37
Monitoring your satisfaction .....	38
<b>5 Consultation .....</b>	<b>38</b>
How will you be consulted?.....	38
Major works.....	38
Long term agreements.....	39
Major works carried out under long term agreements .....	40
Failure to consult.....	41
Leasehold Valuation Tribunal.....	41
Other forms of consultation.....	41

<b>6</b>	<b>Living in your property</b> .....	<b>41</b>
	Improving your property .....	41
	Pets .....	42
	Gardens .....	42
	Shared areas .....	44
	Door entry systems .....	44
	Rubbish collection .....	44
	Parking and garages .....	45
<b>7</b>	<b>Anti social behaviour</b> .....	<b>46</b>
	What is anti social behaviour? .....	46
	How do we deal with complaints of anti social behaviour? .....	47
	What should you do if you experience anti social behaviour? .....	48
<b>8</b>	<b>Buying the freehold of your block or extending your lease</b> .....	<b>48</b>
	Buying the freehold (collective enfranchisement) .....	48
	Extending your lease .....	49
<b>9</b>	<b>Letting, selling or losing your property</b> .....	<b>50</b>
	Letting your property .....	50
	Selling your property .....	51
	Losing your property .....	52
<b>10</b>	<b>Having your say</b> .....	<b>53</b>
	Opportunities for you to get involved .....	53
<b>11</b>	<b>Home safety and security</b> .....	<b>56</b>
	Gas safety .....	56
	Carbon monoxide poisoning .....	57
	Electrical safety .....	58
	Solid fuel heating .....	58
	Condensation .....	59
	Frozen and burst pipes .....	59
	Domestic hot water systems .....	60
	Preventing Legionnaires disease .....	61
	Fire safety .....	61
	Home security .....	62
	Bogus callers .....	62
	Insurance .....	63
	Home Safety .....	64
	Energy efficiency .....	64
<b>12</b>	<b>Customer service standards</b> .....	<b>64</b>

## 1 Introduction

Welcome to Tendring District Council's Leaseholders Handbook. We have produced this handbook to tell you about the rights and responsibilities that you have, as a leaseholder, and that we have, as the freeholder of the block. As the freeholder, we are also sometimes referred to as the lessor or landlord.

We have also tried to include a broad range of topics in this handbook that we hope you will find useful, including sections about:

- your lease agreement;
- service charges;
- repairs and maintenance;
- living in your home;
- having your say.

The area of leasehold management is very complicated and it is governed by your individual lease agreement as well as relevant legislation. This handbook cannot be taken as a definitive interpretation of either the law or your own lease agreement but it aims to be a useful guide and resource for all existing and prospective leaseholders of Tendring District Council.

If you are in any doubt about your rights or responsibilities as a leaseholder you should seek specific independent legal advice and not rely on the content of this handbook in the event of any dispute or query.

### How to contact us

**In person:** By calling at Housing Reception in the Town Hall, Clacton on Sea between 9am and 5pm Monday to Thursday and 9am and 4.30pm on Friday

**By telephone:** **01255 686868** or, for emergencies only that happen outside of normal office hours **01255 222022**

**By fax:** **01255 686407**

**By e-mail:** **housing.services@tendringdc.gov.uk** or by visiting our website **www.tendringdc.gov.uk**

## 2 Understanding your lease agreement

### What is a leaseholder?

As a leaseholder, you have bought the right to live in your property for a number of years – initially up to 125. This term is fixed and it will decrease in length year by year until it expires. For example, if you buy your property on a 125 year lease and sell it after 15 years the buyer will purchase a 110 year lease. Once this period has expired, the ownership of the property returns to us. The only exception to this is if you have applied to us to extend your lease and further details about this can be found in Chapter 8 of this handbook.

A lease agreement is a binding contract, enforceable in law, and this sets out both your rights as a leaseholder and the council's rights as the freeholder (also known as the lessor or landlord). A freeholder is the person or organisation that owns the building that any leasehold flat is in and they are responsible for repairing and maintaining the structure, exterior and common or shared areas of the block. As a leaseholder, you will normally be responsible for paying a share of the costs incurred by the freeholder in meeting this obligation.

There are two main ways that you can become the leaseholder of a flat where the council is the freeholder:

- 1) through the right to buy. This gives most secure council tenants the right to buy the property that they live in at a discounted price, which is based upon the total length of the tenancies they have had within the public sector (for example as the tenant of a local authority or registered social landlord); or
- 2) by buying the lease from an existing leaseholder, who may or may not have originally bought the flat from us.

It is important that you understand the requirements of the lease agreement that you have or will be entering into and what charges you will be expected to pay, as this is legally binding. In view of this, you should get a solicitor or other suitably qualified person to advise you and act on your behalf.

If you are buying the lease from an existing leaseholder, your solicitor or advisor should make sure that this person has paid all the amounts that are due from them before the sale. If not, you may have to pay some of the charges that the previous owner should have paid.

If you have bought the flat from an existing leaseholder you should tell us straightaway, as we have a right to know who is responsible for the property. We will then register your interest in the property. If you are the new owner, you will have to pay us a fee to register the transfer of the property to you and to record any interest that the bank or building society granting you a mortgage has in your property (if this applies).

## About your lease agreement

As explained previously, the rights and responsibilities that you have, as a leaseholder, are set out in your lease agreement. The words used in legal documents like this are often not ones that are used in everyday life but the following information is designed to give you a general explanation.

The general format is that the lease describes the property that you have bought or are going to buy and lists various conditions that must be followed by either the lessee (the person who owns the leasehold) or the lessor (the Council as the freeholder). These are shown as numbered clauses. There are then a number of schedules that set out the 'restrictions' that apply to your property (the things that you should not do, such as cause a nuisance), your 'rights and privileges' (the rights that you have as leaseholder, such as rights of access) and the 'costs, expenses and outgoings' (the items that you will be expected to contribute towards through your annual service charge, such as the cost of repairs and maintenance).

Attached to the lease will also be a plan showing the location of your property and this will include boundary lines that indicate the extent of your property as well as the areas around your building that you have access rights over and have a legal responsibility to contribute towards.

Some of the most important clauses of our current standard lease agreement are summarised below. However, not all of our lease agreements are exactly the same and your agreement may be slightly different to our current standard lease. If you need any clarification about your rights and responsibilities, you should always refer to your own lease agreement.

## Your responsibilities

As a leaseholder you have a duty:

- to pay the ground rent and service charges for your property when they become due.
- not to make any structural alterations to your property or remove any of its fixtures or fittings without getting our written permission first;
- to keep your property in a good state of repair;
- to allow us access to your property to inspect its condition, after reasonable notice has been given;
- not to transfer or let only part of your property to another person;
- to pay a proportion of the costs that we incur in managing and maintaining the block that your property is in;
- to repay a proportion of any discount you were entitled to under the right to buy scheme if you sell your property within a certain time;
- to tell us within 30 days if you buy or inherit this lease and to pay our registration fee for recording your interest in the property;

- not to use your property in a way that may cause a nuisance to your neighbours or use it for anything that is illegal;
- not to keep any animal, poultry or bird in your property, except cats, dogs, canaries and budgerigars, without getting our written permission first.

## **Our responsibilities**

As the freeholder, lessor or landlord we have a duty to:

- let you live in your property without interference from us, providing you keep to the conditions of your lease agreement. This is known as a covenant for quiet enjoyment;
- insure the block that your property is in against loss or damage by fire and any other risks that we think are appropriate;
- maintain the structure of the building, as well as any communal areas or items, subject to you paying a share of the costs involved;
- decorate the exterior of the property as often as necessary, including any shared areas or items and subject to you paying a share of the costs involved;
- make sure that the structure of the block supports and protects your property;
- allow you access to other parts of the block to carry out repairs or other works that you are responsible for, providing you get our written permission first;
- allow you to maintain the water tank that is in the loft space if you own a ground floor property.

If you keep to the terms of your lease agreement, you and anyone who buys the property after you, has the right to live there for a fixed number of years – initially up to 125 from the date that the lease was first granted.

Although the lease agreement for your property is initially an agreement between the first purchaser of the property and the Council, as freeholder of the block, you and any future purchasers also have to keep to the terms of this agreement if the lease is transferred to you.

## **Plain language example of a lease agreement**

Set out on the following pages, you will find the text from our current standard lease and underneath each paragraph, we have included a section written in plain language and italics to tell you what this means.

However, please note that the following plain language version is for your guidance only – the legal wording used in your own lease would be used in law if there was a dispute over the terms of your lease.







- (4) The Lessee has given notice to the Lessor claiming to exercise her right to buy under Part V of the Housing Act 1985 as amended by the Housing and Planning Act 1986 (hereinafter called “the Act”) and the parties hereto have agreed that the sum of (£) is the consideration payable in accordance with the Act being                      pounds (£) (the market value of the said property) less a discount of                      (£ )(hereinafter called “the discount”).

***Either you or a previous leaseholder applied to exercise the right to buy, under the Housing Act 1985 (as amended). This is referred to as the Act in this lease. At the time of the first sale, both parties agreed to the purchase price of £(amount). This price was based on the property’s market value at that time less the discount that either you or they were entitled to.***

**NOW THIS DEED WITNESSETH** as follows:

***This lease records the following agreement:***

1. **IN** consideration of the sum of                      Pounds (£) paid to the Lessor by the Lessee on or before the execution hereof (the receipt whereof the Lessor hereby acknowledges) and of the rents and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Lessor with full title guarantee in exercise of its powers under the Act hereby demise unto the Lessee.

***Either you or the first purchaser of this property agreed to pay us the purchase price of £ (amount). You or they also agreed to keep to the conditions of the lease and to pay the ground rent and service charges. Subject to this, we agreed to lease the following:***

**ALL THAT** flat and outhouse (hereinafter referred to as “the Flat”) numbered and being on the ground floor of the Building and shown coloured red on the plan and including one half in depth of the structure between the ceilings of the Flat and the floors of the flat above it (subject to sub-clause (ii) (c) of Clause 2 hereof) the internal and external walls of the Flat up to the same level and the land and structure of the Building below the Flat including the foundations supporting the internal and external walls thereof.

***For a ground floor flat, the property known as (address), referred to as the flat in this lease and shown coloured red on the attached plan. This includes one half of the depth between the ceiling of this flat and the floor of the flat above it and also the internal and external walls around the flat up to the same point. It also includes the land and structure below the flat, including the foundations that support the walls.***

***For a first or second floor flat, the property known as (address), referred to as the flat in this lease and shown coloured red on the attached plan. This includes one half of the depth of the structure between the floor of this property and the ceiling of the flat below it and the internal and external walls around the flat up to the same point. The loft space together with the roof structure is also included.***

**TOGETHER WITH** the garden area shown coloured pink on the plan and Garage shown hatched red on the plan being part of the land comprised in Title Number.

***The lease also includes any gardens or garage (where applicable) which are for your sole use. These will be highlighted on the attached plan.***

**TOGETHER ALSO WITH** the easements rights and privileges mentioned in the Second Schedule hereto **SUBJECT** as therein mentioned but **EXCEPTING AND RESERVING** as mentioned in the Third Schedule hereto **TO HOLD** the Flat and garden area and Garage (all of which demised property is hereinafter referred to as “the Demised Premises”) unto the Lessee as beneficial tenant from the            day of            Two thousand and nine for the term of One hundred and twenty five years **PAYING THEREFOR** yearly during the said term the rent of Ten pounds (£10.00) free of all deductions whatsoever a proportionate part thereof calculated from the date hereof to the 31st March next to be made in advance on the execution hereof and thereafter on the First day of April in each succeeding year.

***The lease grants you the rights set out in the Second Schedule and is subject to the conditions set out in the Third Schedule.***

***The lease starts on (date) and is for a period of 125 years. You have to pay in advance, an annual charge of £10 for ground rent. In the first year of the lease, the leaseholder at this time, will have to pay a proportion of this amount. This will be calculated from the date the lease started until the following 31 March. From then on, the ground rent is due on 1 April each year.***

**AND ALSO PAYING** from time to time by way of additional rent a sum or sums of money equal to a fair and proportionate part of the costs and expenses which the Lessor may expend in repairing improving or maintaining the Building including the insurance thereof against loss or damage by fire and such other risks (if any) as the Lessor may think fit as hereinafter mentioned such last mentioned sum to be paid clear and without any deduction within 14 days of demand.

***You also have to pay a fair share of our costs for repairing, improving or maintaining the block that you live in. This will include an amount for insuring the block against loss or damage by fire or any other risk that we think is appropriate. You should pay the amount due, in full within 14 days of us asking you for it.***

2. **THE** Lessee **HEREBY** covenants with the Lessor and with and for the benefit of the owners and lessees from time to time during the currency of the term hereby granted of the other flats comprised in the Building that the Lessee and the persons deriving title under her shall:

**You agree with us and with others in your block to do the following:**

- (i) At all times hereafter observe the restrictions set forth in the First Schedule hereto

**to keep to the conditions in the First Schedule of this lease agreement**

- (ii) (a) Pay the said rent at the time and in manner aforesaid without any deduction except as aforesaid.

**To pay the full amount of the rent when it is due**

- (b) Pay all rates taxes assessments charges impositions and outgoings which may at any time be assessed charged or imposed upon the Demised Premises or any part thereof or the owner or occupier in respect thereof.

**To pay any charges which become due for your property.**

- (c) Maintain uphold and keep the Demised Premises (other than the part thereof comprised and referred to in sub-clauses (4) and (5) of Clause 4 hereof) and (subject to Clause 4 (4)(i) hereof) all the interior walls drains pipes cables wires and appurtenances and appliances thereto belonging in good and substantial repair and condition (including servicing as appropriate).

**To maintain and keep your property in good condition. This includes making sure that all interior walls, drains, pipes, wires and any appliances in the property, such as those for gas heating, are kept in a good state of repair and are serviced when necessary.**

- (d) Permit the Lessor and its duly authorised officers with or without workmen and others upon giving Fourteen days previous notice in writing at all reasonable times to enter into and upon the Demised Premises or any part thereof for the purpose of viewing and examining the state or condition thereof and making good any defect decay or want of repair of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice.

**To allow us and our contractors in to your property to inspect its condition. We will give you fourteen days notice of this inspection and arrange it at a reasonable time.**

**If any repairs are needed that are your responsibility, we will give you details of these and allow you three months to complete them. If you do not do these works within this time, we will arrange for them to be carried out. You will be charged the cost of us doing this.**

- (e) Not to make any structural alterations or structural additions to the Demised Premises or any part thereof or remove any of the Lessor's fixtures without the previous consent in writing of the Lessor such consent not to be unreasonably withheld.

***You must get our written permission before making any structural alterations to your property or removing any of its fixtures or fittings. We will only refuse permission if we have a good reason for doing so.***

- (f) To pay all expenses (including Solicitors costs and Surveyors fees) incurred by the Lessor incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.

***If we take legal action against you because you have broken the terms of this agreement, you will be responsible for paying our legal costs. The only exception to this would be if the court decides that you do not have to pay these.***

- (g) Within one month after every assignment assent transfer charge or underlease of the Demised Premises to give notice thereof in writing with particulars thereof to the Lessor's Head of Legal Services for the time being (hereinafter referred to as "the Legal Officer") at Westleigh House Carnarvon Road Clacton-on-Sea aforesaid and in the case of a devolution of the interest of the Lessee not perfected by an assent within twelve months after the happening thereof to produce to the Legal Officer the Probate of the Will or Letters of Administration under which such devolution arises and to pay to the Legal Officer a Registration Fee of Thirty three pounds (£33.00) or such other reasonable sum as the Council may from time to time prescribe in respect of each such notice.

***If you buy or inherit this lease, you must write and tell us within 30 days of this happening. This is to make sure that your interest in the property is properly recorded. If you are the new owner, you will have to pay us a registration fee.***

- (h) Not at any time during the term hereby granted to divide the possession of the Demised Premises by an assignment or underletting or parting with possession of part only thereof.

***You must not split the possession of your property, that is transfer or let part of it only to another person.***

- (i) At all reasonable times during the said term to permit the Lessor and (as respects work in connection with any neighbouring or adjoining premises) its lessees with or without workmen and others upon giving fourteen days previous notice in writing (or in the case of emergency without notice) to enter into and upon the Demised Premises or any part thereof for the purpose of repairing any part of the Building or the Garage or any other adjoining or contiguous premises for the purpose of making maintaining supporting rebuilding cleansing lighting and keeping in good order and condition all roofs foundations damp courses sewers drains pipes cables watercourses gutters wires party or other structure or other convenience belonging to or serving or used for the Building or any part thereof 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 the Lessor or its Lessees (as the case may be) making good all damage occasioned thereby to the Demised Premises.

***You must allow us access to your property to inspect or to carry out any necessary work to either the shared services or neighbouring properties. Other than in an emergency, we will give you fourteen days notice of this. We will be responsible for making good any damage caused to your property as a result of this work.***

- (j) Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Demised Premises or any part thereof whether the same shall be served directly on the Lessee or the original or a copy thereof be received from any under-lessee or any other person whatsoever forthwith so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions thereof require her so to do comply therewith at her own expense and forthwith deliver to the Lessor a true copy of such notice order direction or other thing and if so required by the Lessor to join with the Lessor in making such representation to that or any other appropriate authority concerning any requirement or proposal affecting the Demised Premises or any part thereof or the Building as the Lessor may consider desirable and join with the Lessor in any such appeal or application to the Court against such notice order direction or other thing as the Lessor may consider desirable; and

***If any authority other than Tendring District Council serves a Legal notice on you that relates to your property, you must give us a copy of this straightaway. If we ask you to do so, you must help us to appeal against this notice.***

- (k) At the expiration or sooner determination of the said term to peaceably surrender and yield up to the Lessor all and singular the Demised Premises together with all additions thereto and all Lessor fixtures (if any) in good and substantial repair and condition.

***When the lease on your property comes to an end (normally 125 years after it starts), you must give the flat back to us, together with any additions, and all of the fixtures and fittings. These should all be in good order.***

- iii) For the benefit of the owners and lessees from time to time during the currency of the term hereby granted of the other flats comprised in the Building at all times hereafter during the said term to:

***For the benefit of others in the block, you also agree to the following conditions:***

- (a) Repair maintain uphold and keep the Flat so as to afford all necessary support shelter and protection to the parts of the Building other than the Flat and to afford to the Lessees of neighbouring or adjoining flats access from the Building (subject to the conditions set out in sub-clause (ii) (d) and (ii) (l) of Clause 2 hereof).

***You must repair and keep your property in good condition so that it gives support, shelter and protection to other parts of the building. You must also allow access to the leaseholders of neighbouring properties for this purpose. They must give you notice of this and will be responsible for making good any damage caused.***

- (b) In accordance with the provisions of the Housing Act 1985 as amended by the Housing and Planning Act 1986 contribute and pay annually upon demand a fair and proportionate part of the costs expenses outgoings and other matters mentioned in the Fourth Schedule hereto in respect of which the Lessor's estimates of the amounts payable were detailed in the Notice served on the Lessee under Section 125 of the Housing Act 1985 (as amended) a copy of which is annexed hereto.

***You must pay a fair share of the costs that we incur in managing and maintaining the block that you live in. The items that you have to contribute towards are set out in Schedule 4 of this lease. Before the first purchase of this property, we would have issued you, or the purchaser at this time, a Section 125 Notice of Purchase Price. This gave our estimates for the cost of these items in the first five years of the lease. A copy of this notice is attached.***



- (iv) To observe and perform the covenants and stipulations under which the Council hold the Demised Premises as contained in the Charges Register of the said Title Number EX.

***You must keep to the conditions that are set out in the Charges Register for this lease. (Where there are any additional restrictive covenants that relate to your property, that is things that you must not do, these will be set out in this register).***

- (v) That she shall on the first relevant disposal which is not an exempted disposal of the property (as defined in the Act) within a period of five years from the date of this deed (hereinafter called “the relevant date”) notify the Lessor of the proposed disposal and repay to the Lessor on demand an amount calculated in accordance with the provisions of Section 155A and 155C of the Act **PROVIDED NEVERTHELESS** that if there shall be more than one such disposal the Lessor shall be entitled to demand payment only on the first one.

***If you sell your property within five years of the start of this lease, you must pay us back a proportion of the discount that you were entitled to under the right to buy scheme. The amount that you will have to pay back is calculated in accordance with legislation.***

***You only have to pay back discount for the first sale that takes place within these 5 years and only if this is not classed as an ‘exempted disposal’, for example, a transfer under the terms of a will.***

- (vi) That she shall in accordance with Section 156A of the Act and the Housing (Right of First Refusal) (England) Regulations 2005 on any relevant disposal which is not an exempted disposal of the property (as defined in the Act) within a period of ten years from the date of this deed to offer it for purchase to the Lessor or its successor in title or a social landlord in the area in which the property is situated nominated by it at the full market value.

***If you want to sell your property within 10 years of the date of this lease, you must offer your property to either the Council, as your former landlord or to another social landlord in your area at full market value. If your offer is not accepted within 8 weeks you are free to sell it on the open market.***

- (vii) In accordance with Section 157 of the Housing Act 1985 and the Housing (Right to Buy) (Designated Rural Areas and Designated Regions) (England) Order 2005 to seek the Council’s consent to any further disposal of the Property which is not an exempted disposal provided that consent will not be withheld by the Council if the disposal is to a person who has throughout the preceding 3 years had his home or place of work in the District of Tendring.



***If your property is in a rural parish, the initial sale would have been on the condition that it can only be resold to someone who has been living or working in the Tendring district for the last three years. This does not apply if it is classed as an 'exempted disposal', for example a transfer under the terms of a will.***

3. **THE** Lessor hereby covenants with the Lessee as follows:

***We agree with you that:***

- (1) The Lessee paying the rent hereby reserved and performing and observing the several covenants on the lessees part and the conditions herein shall peaceably hold and enjoy the Demised Premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for them.

***As long as you pay the rent and keep to the conditions of this lease, you are entitled to live in your home without interference from us or anyone else. This is known as a covenant for quiet enjoyment.***

- (2) That the Lessor will at all times during the said term (unless such insurance shall be vitiated by any act or default of the Lessee insure and keep insured the Building and the Garage against loss or damage by fire and such other risks (if any) as the Lessor may think fit with some insurance company of repute in the full value thereof and whenever required produce to the Lessee the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of the said Building or Garage being damaged or destroyed by fire as soon as reasonably practicable lay out the insurance monies in the repair rebuilding or reinstatement of the said Building and the said Garage.

***We will insure your block against loss or damage by fire and any other risks that we think are appropriate. You can ask to see a copy of this policy. In the event of a fire or other incident, we will arrange for the repair or rebuilding work to take place as soon as possible.***

- (3) That the Lessor will require every person to whom it shall hereafter grant a Lease of any flat in the Building to covenant to observe and perform the restrictions and stipulations and covenants set forth in any relevant Schedule therein contained.

***You and anyone who takes over the lease of your property must keep to the conditions of this agreement.***

- (4) That (subject to contribution and payment as hereinbefore provided) the Lessor will maintain and keep in good and substantial repair and condition:

***Subject to you paying a share of the costs involved, we will repair and maintain the following:***

- (i) the main structure of the Building and of the Garage including the foundations and the roof thereof with its gutters and rain water foul water sewage and other pipes and any Lessor plant equipment or other instruments situate in or upon the Building and any communal areas.

***the main structure of the building and garage, if applicable. This includes the foundations, roof, gutters, pipes and any of our equipment in or on the building or in any communal areas (such as door entry systems or communal lighting).***

- (ii) the main entrances passages landings staircases and forecourt of the Building and the paths gardens and roads enjoyed or used by the Lessee in common as hereinafter provided and the boundary walls and fences

***any communal areas, such as entrance areas and staircases. We will also maintain the forecourt to the block, and any shared paths or garden areas, as well as the boundary walls and fences.***

- (5) That (subject as aforesaid) the Lessor will so often as reasonably required decorate the exterior of the Building in the manner in which the same is at the time of this demise decorated or as near thereto as circumstances permit.

***We will decorate the exterior of your flat, as often as it is necessary. This will include the decoration of any internal shared areas or external shared items (such as hallways, staircases, guttering or fascias and soffits). You will have to pay towards the cost of this work.***

- (6) That (if so required by the Lessee) they will enforce the covenants similar to those mentioned in Clause 2 hereof and set forth in the First Schedule hereto and to those contained in Clause 3 (ii) hereof entered into or to be entered into by any of the lessees of the other flats in the Building the Lessee indemnifying the Lessor against all costs and expenses as the Lessor may reasonably require.

***If you ask us to, we will enforce the conditions of this lease against other leaseholders in your block, subject to you paying our legal fees. This would only apply where we are not going to take our own action.***

4. **IF** the rent 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 Lessee's part herein contained shall not be performed or observed it shall be lawful for the Lessor 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 the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained.

***If you do not pay the rent within 21 days of us asking for it or if you fail to keep to the conditions of this lease, we have the right to end your lease and repossess your home. We could only do this if we have been granted a court order.***

5. **IT IS HEREBY DECLARED** between the Lessor and the Lessee as follows:

We agree with you that:

- (i) every wall separating the Flat and the Garage from any adjoining flat and Garage shall be a party wall severed medially and shall be included in the Flat as far only as the medial plan thereof.

***The walls separating your flat from next door are known as 'party walls' and the boundary between the two properties is the centre of this wall.***

- (ii) the discount to which the Lessee was entitled was                      Pounds (£)

***The amount of discount that the first purchaser of this lease was entitled to was £                      (amount)***

- (iii) the expressions "Lessor and Lessee" where the context so admits includes their respective successors in title that where the Lessee consist 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

***The terms lessor and lessee includes anyone who takes over these roles. Where the lease is in more than one name, you are all jointly and individually responsible for keeping to the terms of this agreement. This means that, if one of the named leaseholders breaks a condition of the lease the other(s) can also be held responsible.***

6. **IT IS HEREBY CERTIFIED** that there is no Agreement for Lease (or Tack) to which this Lease (or Tack) gives effect.

***It is confirmed that there is no previous agreement for this lease, which would be subject to paying stamp duty.***

7. **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds the sum of One hundred and twenty five thousand pounds (£125,000.00)

***The initial purchase of this lease did not form part of any larger transaction which totalled more than £125,000.***

**IN WITNESS** whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has signed this Deed the day and year first before written.

***This agreement has been signed, witnessed and sealed on the date shown.***

## THE FIRST SCHEDULE

### Restrictions imposed in respect of the Demised Premises

***This schedule outlines the restrictions, that is the things that you are not allowed to do in or to your property;***

1. Not to use the Demised Premises or any part thereof nor permit the same to be used for any purpose whatsoever other than as a private dwelling Flat and Garage and garden in the occupation of one family only nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of the other flats in the Building or in the neighbourhood nor for any illegal or immoral purpose.

***You can only use your property as a private residential property. You must not use your property in any way that may cause a nuisance to your neighbours or for any illegal or immoral purposes***

2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Flat or the Building or may cause any increased premium to be payable in respect thereof.

***You must not do or allow anything to be done that may make our building insurance policy invalid or cause us to pay an increased premium.***

3. 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 other soil pipes in the Flat.

***You must not block any waste pipes or drains by putting rubbish down the toilets, basins or sinks in your property.***

4. Not to keep on the Demised Premises or any part thereof without the prior written consent of the Lessor any poultry birds or animals (excluding cats dogs canaries and budgerigars).

***With the exception of cats, dogs, canaries and budgerigars, you must not keep any animal, poultry or birds without getting our written permission first.***

5. No external wireless or television aerial shall be erected unless the approval of the Lessor in writing has been obtained.

***You must get our written permission before putting any wireless or television aerials on your property or block.***

6. Not to display any advertisements or notices upon the Demised Premises.

***You must not display any advertisement or notices on your property.***

7. Not to carry out any structural alterations to the Demised Premises that might affect adjoining properties without first obtaining the Lessor's written consent.

***You must get our written permission before carrying out any structural alterations to your property that may affect neighbouring properties.***

8. Not to sell or allow to be sold any liquors wines beers or other alcoholic drinks nor do anything which may be a nuisance or annoyance or inconvenience to adjoining owners and or occupiers or do anything which might tend to depreciate the value of adjoining properties.

***You must not sell or allow any alcoholic drinks to be sold from your property. You must also not do anything that is likely to cause a nuisance or annoyance to your neighbours or to lower the market value of adjoining properties.***

9. Not to hold or allow to be held any sale by auction upon the Demised Premises.

***You are not allowed to hold any auction or sale in your property.***

## **THE SECOND SCHEDULE**

### **Easements Rights and Privileges**

***This schedule outlines the rights that you have, as a leaseholder***

1. Full right and liberty for the Lessee and all persons authorised by her (in common with all persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the Flat and Garage with or without vehicles to pass and repass over across and along the area coloured brown on the plan and on foot only to pass and repass over across and along the areas coloured blue on the plan.

***You, and any one authorised by you, have the right to use the areas coloured brown and blue on the attached plan to get to and from your property (where applicable). The area coloured brown can be used for vehicle access, but the area coloured blue is for pedestrian usage only (where applicable).***

2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof.

***We must make sure that the structure of the block supports and protects your property.***

3. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains and watercourses cables pipes and wires which now are or may at any time during the said term hereby created be in under or passing through the said Building and site or any part thereof.

***We must make sure that your property is provided with a mains water supply, electricity supply, gas supply (where available) and sewers.***

4. The right for the Lessee with servants workmen and others at all reasonable times upon giving fourteen days previous notice in writing to enter into and upon other parts of the Building for the purpose of (a) repairing cleansing maintaining or renewing any such sewers drains and watercourses pipes cables and wires or (b) repairing and maintaining and carrying out permitted alterations or other building works to the Flat or the Garage or any part of the said Building giving subjacent or lateral support shelter or protection to the Flat or Garage in either case causing as little disturbance as possible and making good any damage caused.

***You have the right, together with any workmen working for you, to go into other parts of the block to carry out any repairs or works which you are responsible for. For any alterations, you must get our written permission for these before you start any work. You must, except in an emergency, only do this after giving us, and any other leaseholders in the block, fourteen days notice. You will be responsible for making good any damage caused by either you or your workmen.***

5. The right for the Lessee of the ground floor flat to maintain the water tank in the roof of the upper flat(s) which gives supply to the ground/lower floor flat(s) and to the free and uninterrupted passage and running of water from and to the said water tank through the service and other pipes in or passing through the upper flat(s).

***If you live in a ground floor property, you have the right to maintain the water tank that is in the roof space. You also have a right to the water supply from this tank to pass through the flats above.***

6. The benefit of the restrictions contained in the Leases of the other flats comprised in the Building granted or to be granted.

***You have the benefit of the restrictions that are contained in the leases for other properties, that is, other leaseholders have to keep to the same conditions as you do.***

7. All the above easements rights and privileges are subject to and conditional upon the Lessee contributing and paying as provided in the Fourth Schedule hereto.

***All of these rights are subject to, and depend on, you paying your share of the costs towards the items that are set out in the Fourth Schedule of this agreement.***

8. The right to erect any wireless or television aerials (including satellite dishes) on the Building the approval of the Lessor having first been obtained as to the siting thereof **PROVIDED THAT** nothing herein contained shall oblige the Lessor to provide such aerials or satellite dishes.



***You have the right to erect a radio or television aerial (including a satellite dish) on your property, providing you get our written permission first. We do not have to provide these aerials or dishes.***

9. The right (in common with all other persons entitled to the like right) to use the land shown coloured green on the plan as a communal garden area.

***You have a shared right with your neighbours to use the area of land coloured green on your plan as a garden.***

## **THE THIRD SCHEDULE**

### **Exceptions and Reservations**

There is excepted and reserved out of this Lease to the Lessor and the owners and lessees of the other flats comprised in the Building:

***We and other leaseholders in the block reserve the following rights***

1. Easements rights and privileges over and along through and in respect of the Demised Premises equivalent to those set forth in the Second Schedule to this Lease.

***The same rights of access that you have, as set out in the Second Schedule of this lease.***

2. The right for the Lessor and its duly authorised officers with or without workmen and others upon giving fourteen days previous notice in writing (or in the case of emergency without notice) at all reasonable times to enter upon the Demised Premises for the purpose of carrying out their obligations under Clause 4 of this Lease.

***We have the right, together with our contractors, to enter your property to carry out our responsibilities that are set out in Clause 4 of this agreement. Except in an emergency, we will give you fourteen days notice of this.***

3. The right to erect and maintain such wireless and television aerials (including satellite dishes) on the Building as the Lessor may deem appropriate for the use of the occupiers of the Building and to run wires connecting such aerials or satellite dishes to the receiving sets in the flats contained in the Building.

***We have the right to erect and maintain any radio or television aerial (including satellite dishes) on your block and to run cables connecting these to flats in the block.***



4. The right for the Lessees of a ground floor flat to maintain the water tank in the roof of the upper flats(s) which gives supply to the ground/lower floor flat(s) and to the free and uninterrupted passage and running of the water from and to the said water tank through the service and other pipes in or passing through the upper flat(s) always provided that the lessees of the upper flat shall not be liable in any way for any interruption or temporary break in the supply due to circumstances beyond their control.

***Other lessees of ground floor flats have the right to maintain their water tank in the roof space of the upper flats. They also have a right to a water supply from this tank by pipes passing through the upstairs flat. The leaseholder of a top floor flat will not be responsible for any interruption or stoppage of this supply if this is caused by circumstances beyond their control.***

5. The right for the Lessor with or without workmen and others and upon giving fourteen days previous notice in writing at all reasonable hours to enter upon the Demised Premises for the purpose of installing any controlled door entry or other system as the Lessor may think fit.

***We have the right, after giving you 14 days notice, to enter your property in order to install a door entry or other similar type of system.***

## **THE FOURTH SCHEDULE**

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

***This section outlines the items that you will be expected to contribute towards through your annual service charge.***

The costs incurred in:

***You have to pay towards the cost of:***

1. Maintaining Improving and repairing:
  - (a) the exterior of the Building and the Garage including the structure foundations roofs windows and the boundary walls and fences  
***the outside of the building, and garage, if you have one. This includes the structure, foundations, roof, windows and the boundary walls and fences***
  - (b) any communal areas of the Building and any communal garden forecourt roadway or other land used by the Lessee ((+plural)) in common with the Lessor its tenants or other the owners or occupiers of any adjoining or neighbouring premises including where relevant the cutting of grass

**any shared areas of the block (such as hallways and landings) as well as any shared gardens, forecourts, road or other land. Where it applies, we will charge you for the cutting of grass**

- (c) any plant and equipment now or at any time hereafter situate in or upon the Demised Premises and any communal areas

**any of our plant and equipment ( such as shared heating systems) that is in your property or any communal area now or in the future**

- (d) any lift controlled door entry system and T.V. aerials (including satellite dishes) now or at any time hereafter in or upon the Building

**any lifts, door entry system or TV aerials (including satellite dishes) which are on the block now or in the future**

- (e) the electrical system of the communal areas to include rewiring where necessary

**the electrical system for the communal areas (lighting for staircases and hallways, etc). This will include a contribution towards the cost of rewiring this when it is needed.**

2. Providing services to the Demised Premises and to any communal areas including the provision of:

**You also have to pay towards the cost of any services that we provide to your property and to any shared areas. This may include:**

- (a) refuse disposal including the hire of bulk bins where applicable

**rubbish disposal, including the cost of hiring bulk bins, where we provide these**

- (b) the lighting of communal parts

**lighting in shared areas (such as hallways and landings)**

- (c) block heating where this is applicable

**shared heating system, where we provide this**

- (d) caretaking and cleaning services where applicable

**caretaking and cleaning services, where we provide these**

- (e) water and sanitary services including the repair and/ or maintenance or any sewage treatment works cesspool or similar installation owned by the Lessor and serving the Demised Premises

***water and sewerage services. This will include the repair and maintenance of any sewage treatment works or similar system that we own and that serves your property.***

3. Management of the Demised Premises and of the Building any communal areas including the costs of building insurance in respect of the Building (the Garage) and in respect also of any sewage treatment works cesspool or similar installation owned by the Lessor and serving the Demised Premises where this is applicable.

***You also have to pay towards our costs for managing your property and the block as a whole. This will include an amount for building insurance. If your property is served by a sewage treatment works or other similar system, you will also have to pay a charge for the management of this.***

## Varying the terms of your lease

There may be a number of reasons why a landlord wants to change the terms of an existing lease agreement. For example, landlords may have a number of leases that were drawn up at different times, with different terms and conditions, and want to try and restrict the number of lease types that are in operation.

The terms of a lease can only be varied by specific agreement between all of the parties to the lease and, where appropriate, their mortgagees, or through an order of the Leasehold Valuation Tribunal.

Where a variation can be agreed, a deed of variation will normally be drawn up and signed by both parties. However, where one of the parties does not agree to suggested changes an application will need to be made to the Leasehold Valuation Tribunal on the basis that the terms of the original agreement are defective. This would include the lease not making proper provision for any of the following:

- repair or maintenance of the flat or building in which it is situated and/or any installations or services;
- insurance of the property;
- recovery of expenditure; or
- calculation of service charges.

As the lessor or owner of the freehold of the building, we are also able to make an application to vary the terms of your lease on any of the above grounds.

## Your legal rights

As a leaseholder, you also have a number of legal rights and the main ones are summarised below and you will find further details about each of these in the relevant sections throughout this handbook.

**Right to be consulted** – The law states that leaseholders must be consulted before their landlord carries out works above a certain value or enters into a long term agreement for the provision of services. For further details, please see Chapter 5 of this handbook.

**Right to information about service charges** – An individual leaseholder can ask their landlord for a summary of the costs on which the service charge is based and, following receipt of this, can ask to look at the accounts, receipts and other documents on which this summary is based. For further details, please see Chapter 3 of this handbook.

**Right to challenge service charges** – If you pay service charges that are variable and you consider that you should not have to pay for an item or that the quality of work is inadequate or that a charge is not reasonable, you may have the right to challenge that part of your service charge at a Leasehold Valuation Tribunal. For further details, please see Chapter 3 of this handbook.

**Right to extend the lease** – All long leaseholders who have held their lease for at least two years may have the individual right to buy a new lease. For further details, please see Chapter 8 of this handbook

**Right to buy the freehold** – Subject to certain conditions, leaseholders of flats have the right to purchase the freehold of their building as a group if they and their building qualify. For further details, please see Chapter 8 of this handbook.

## 3 Annual service charges

### What is a service charge?

When you bought your property, either from us through the right to buy scheme or on the open market, you bought the right to live there for a fixed number of years – initially up to 125. We, as the owner of the freehold of the block, are still responsible for maintaining, repairing and improving the structure and exterior of the block and any shared areas. We are also responsible for providing services to the block, such as grounds maintenance and door entry systems. As the leaseholder, you have to pay a share of our costs in running the building and this is known as a service charge.

There are two kinds of service charges – annual charges for day to day services and maintenance and improvement contributions that cover more major repair, maintenance or improvement works, for example the installation of double glazing or repairs to the roof of the block that your property is in.

However, we are only able to charge you for those items or services that your lease states a charge will be payable for. If we provide services that your lease does not say you have to pay for, then we cannot charge you for these.

Your service charge must also relate to either our actual or estimated costs. We cannot build in any element of profit.

Your service charge is the money that you pay towards the day to day running costs of your block of flats. Your lease sets out the costs that you have to pay and the services these relate to. You do not pay anything towards the cost of services or repairs that are provided solely for the benefit of tenants in the building. You only pay towards those services that are provided for in your lease which, in the main, benefit all residents.

## **Why do you have to pay service charges?**

As a leaseholder, you own a share of the block that your property is in. This means that you have to pay a share of the cost of managing and maintaining the exterior, structure and any common parts or items in the block.

If you owned the freehold of your home, you would be totally responsible for all of the costs of running your property. As a leaseholder, this cost is shared - between you, other leaseholders and us. For example, if you live in a block of four flats, two of which are leasehold properties, each of the leaseholders would be responsible for paying a quarter of any repair, maintenance or improvement costs. We would be responsible for meeting the remaining 50% of the cost. This amount would be paid for out of the rents that council tenants pay.

As a social landlord, we have to make sure that all of our properties are maintained to a reasonable standard. This may mean that we carry out work more frequently and to a higher standard than you would do if you owned the freehold of your property or if you rented from a private landlord. Some leaseholders would prefer it if we did not carry out any works. But, if we did not carry out these works, the condition of your home would deteriorate, making it a less pleasant place to live. It might also reduce the amount that you would be able to sell your home for.

We are legally obliged to recover contributions from leaseholders for works carried out to their properties and are normally unable to waive charges that are due. There are some exceptions to this and details about this are given later in this chapter. You are responsible for financing your service charge payments and are legally obliged to pay the amount due. If you do not do so, you are breaking the terms of your lease agreement and we could take legal action against you. This could ultimately result in you losing your home.

When planning any works or services that you will be expected to pay towards, we do take account of the financial impact that this will have on you. As we include a large number of properties in our service and maintenance contracts, we both benefit from economies of scale. Also, as all of the prices we obtain are by competitive tender, the successful contractor gives good value for money.

By law, we have to be able to show that any service charges we ask you for are reasonable and that the works or services they are for are carried out to a reasonable standard. If either of these items is in dispute, the matter can be referred to a Leasehold Valuation Tribunal. Further details about how to do this are included later in this chapter.

## **The first five years of the lease**

If you applied to purchase your property under the right to buy, we will have sent you a Notice of Purchase Price or Section 125 Notice before you bought your property.

This is an important document that will tell you, as a prospective purchaser, the following five main things:

- it will describe the property that you have the right to buy;
- it will tell you the price that the Council thinks you should pay for the property. This will be based upon the value of the property at the time you applied to buy it minus your entitlement to discount (subject to a maximum discount and a reduction to take account of the cost of any work we have carried out in your home, which is known as the 'cost floor');
- it will give you estimates of the service charges and improvement costs that you will have to pay during the first five years after you buy your home;
- it will describe any structural defects that we know about;
- it will contain the terms and conditions that are attached to the sale.

The estimates that we give in the Notice of Purchase Price aim to give the first purchaser of your property some idea of what the cost of home ownership is likely to be within the first five years of the lease.

Once we have given these estimates, we cannot charge any more for items included in this notice, although we are able to add an annual allowance for inflation. If, in this notice, we have over estimated your likely contribution, we will only charge you a proportion of the actual costs that we incur.

However, just because we included details of any planned work in this notice, it does not mean that it will definitely be carried out. This will depend on the money that we have available and the priority that we give the work.

This initial five-year protection period applies to work carried out and services provided in the first five years of your lease. If you sell your lease within this period, the next purchaser is entitled to this protection for the remainder of this five-year period. There is not a new five-year period each time the lease is sold on.

At the end of these five years, you or any future purchaser of your property will have to pay a full share of the total costs incurred, providing these charges and the works they relate to are reasonable.



## Your service charge account

Your service charge will normally consist of the following items:

- **Insurance**

This charge is your share of the premium for the building insurance that we pay to cover the structure of your property and any communal areas. This charge is calculated by dividing the total amount that we have to pay by the number of properties and garages covered by our policy. As we insure a large number of properties, we are able to pass on the benefit of the economies of scale that we receive. However, our insurance does not cover the contents of your flat and so you will need to arrange your own insurance for this.

- **Repair and maintenance**

This is the amount that we have spent on day-to-day repairs and maintenance to the structure and any communal areas of your block. In most cases, this will be a proportion of the total amount that it cost us to have the repair done (i.e. total cost divided by the number of properties benefiting from the repair). However, occasionally we carry out repairs to one particular flat and, if this were your property, you would be charged the full amount for these.

- **Door entry systems**

If there is a door entry system in your block, we will charge you an amount for running and maintaining this system. We divide the total amount that it costs us for running our door entry systems between our sheltered accommodation and other properties. We initially divide the amount that it costs us to provide these systems in properties other than our sheltered schemes by the number of blocks that have a door entry system in them. This gives us a cost for each block. We then divide this figure by the number of flats in the block to give us the charge for each property in that block.

- **Bulk bins**

If your block has bulk bins in it for refuse collection, we will charge you an amount for rotating and preparing these bins for collection, as well as for any associated cleaning.

- **Communal electricity charges**

If your block has any communal lighting or other electrical facility, we will charge you an amount for the electricity used and any repairs / maintenance that we carry out to these fittings. We divide the total amount that it costs us to maintain our communal electricity facilities between our sheltered accommodation and other properties. The amount that it costs us to provide this service in blocks other than our sheltered schemes is then divided between the number of blocks that have a communal electricity supply. This gives us a cost per block. This figure is added to the actual cost of the electricity used in each individual block and then divided by the number of flats in the block to give us the charge for each property.



- **Maintenance of grounds**

This is a charge towards the cost of maintaining our grassed and other open or communal areas of land. This includes such things as cutting the grass, weeding hard surface areas and pruning shrubs trees or bushes. We divide the total cost for this service by the total number of council owned and leasehold properties that we manage to get a cost per property. We then charge all leaseholders that have the use of or access to any of these areas this amount.

- **Communal cleaning**

In some areas of the district, we arrange for the shared internal areas of blocks of flats to be cleaned on a regular basis. Where we provide this service, we will charge you an amount towards the cost of this service.

- **Miscellaneous charges**

If we charge you for any other items that do not come under any of the above headings, we will give details of these under this heading.

- **Ground rent**

As leasehold ownership is a form of long tenancy, it is subject to the payment of a rent. This is a nominal amount and the payment of this is a condition of your lease.

- **Management costs**

This is an amount towards our costs in managing your property. This includes a contribution towards our costs in working out and managing your service charge accounts, dealing with enquiries and supervising the services that you receive.

The amount that you have to pay for this is calculated as follows:

If your total account is less than £100, we will charge you 15% of your total bill, subject to a minimum of £5.00

If your total account is more than £100 but less than £1,000, we will charge you a flat rate fee of £15.00

If your total account is more than £1,000, we will charge you a flat rate fee of £25.00

### **When are service charge accounts sent out?**

The law states that any costs included in a service charge must have been incurred within the 18 months before the service charge demand is made, otherwise the leaseholder cannot be required to pay.

The only exception to this is if, within this 18 month period, we have advised you that certain costs have been incurred and that you will be required to contribute to them in future.

To meet this 18 month timescale, your service charge account for any financial year (which runs from 1 April to 31 March) will normally be sent to you by the end of the September following the end of the financial year you are being charged for.

## **How to pay your service charge account**

You can pay your service charge in any of the following ways:

### **1) On Line**

You can pay by debit or credit card by visiting our website [www.tendringdc.gov.uk](http://www.tendringdc.gov.uk) and selecting the Pay for It option on the right hand side of the home page. You will need your service charge invoice number to hand when you pay on line.

### **2) Automated telephone payment line**

You can pay by debit or credit card by telephoning 0800 678 3046. You will need your service charge invoice number to hand when you call.

### **3) In person**

You can pay by cash, cheque or postal order at any one of our cash offices. These are in:

- **Clacton-on-Sea**

88-90 Pier Avenue, Clacton on Sea, Essex CO15 1TN

Monday to Thursday, 9am to 4.30pm; Friday, 9am to 4pm; and Saturday 9am to 12.30 pm

- **Frinton on Sea**

The Council House, The Triangle Shopping Centre, Frinton on Sea, Essex

Monday to Thursday, 9am to 1pm and 2pm to 4.30pm; Friday, 9am to 1pm and 2pm to 4pm

- **Dovercourt**

14a Waddesdon Road, Dovercourt, Harwich, Essex, CO12 3BA

Monday to Thursday, 9am to 1pm and 2pm to 4.30pm; Friday, 9am to 1pm and 2pm to 4pm

- **Weeley**

Council Offices, Weeley, Essex, CO16 9AJ

Monday 9am to 1pm (on Bank Holiday Mondays the office will be shut but will open on the Tuesday instead) Thursday 9am to 1pm

#### **4) By post**

You can pay your service charge by sending a cheque or postal order, together with your account counterfoil, to any one of the cash offices listed above

#### **5) By Post Office Giro Credit**

Tendring District Council Account Number 3184129 quoting the account reference number given on your account

#### **6) By bank credit transfer**

Credit to Co-operative Bank Plc, Albert Hall Buildings High Street Colchester, Sort code 08-90-31 Account Name Tendring District Council 61005882 quoting the account reference number on the front of your bill

### **What are your rights in relation to service charge demands?**

You have the right to obtain a summary of the costs on which the service charge is calculated and, following receipt of this, you also have the right to look at the accounts, receipts and other documents on which this summary has been based. You also have the right to challenge the reasonableness of any service charge and details about how to do this are given later in this chapter.

### **Difficulty paying your service charge account?**

If you have difficulty paying your service charge account, please contact us as soon as possible on **01255 686460**. We will be able to advise you of ways in which we can help, such as agreeing to spread the cost of the bill over a set time.

If you have difficulty paying your ordinary annual service charge, we will normally only be able to agree for you to pay this in 12 monthly instalments. This is because, if we agreed to a longer repayment period, you would still be paying the bill for the last year when you get the next one.

However, if your bill is unusually large, because, for example, we have installed new windows, we may be able to agree to spread the charge for this over a long period of time.

If you don't pay any service charge that is due from you, you will be in breach of your lease agreement and this could result in you losing your home.

## Service Charge Loans

Under the Housing (Service Charge Loans) Regulations 1992, Right to Buy leaseholders who have bought under the provisions of the Housing Act 1985 have the right to a loan within the first 10 years of their lease. Loans are only available for service charges relating to repairs and improvements where the total service charge demand in any one year is more than a set amount.

There is a minimum and maximum amount of loan, that is adjusted annually by the Retail Price Index and loans must be repaid within three to ten years depending on the amount.

We will tell you if you have the right to a loan when we send you your annual service charge account. You then have a fixed period to apply for a loan.

If you are entitled to a loan, you will have to repay this over a period of three to ten years (depending on the amount that you borrow) and we will charge interest at the local authority mortgage rate.

## Waiving or reducing your service charge

There are some government regulations which mean that, in certain circumstances, we may be able to waive or reduce the amount of your service charge. These regulations are either mandatory, which means that we have to do it, or discretionary, which means that we can do it but do not have to.

The mandatory regulations require us to reduce service charges for repairs, maintenance or improvements where:

- special Government assistance is applied for from the Estates Renewal Challenge Fund or the Single Regeneration Budget Challenge Fund on or after 25 February 1997; and
- the charges for the same leasehold property would be more than £10,000 in any 5-year period.

The discretionary requirements allow us to reduce or waive service charges for past, current or future repair, maintenance or improvements where:

- the work is carried out wholly or partly with special financial assistance from the Government, through certain funding schemes (for example, the Single Regeneration Budget Challenge Fund, Estate Action or City Challenge) where assistance was applied for on or after 25 February 1997; or
- The work, no matter how it is funded, will mean that the total service charge for the same leasehold property in any 5 year period would be more than £10,000.

We will tell you if these regulations apply to you when we consult with you about any major works.

Unless these regulations apply or there are any other special circumstances, we are legally obliged to recover your contribution for work carried out to your property and are unable to waive charges that are due.

## **Service Charge Disputes**

We will always try to make sure that the amounts that you are charged are calculated correctly and fairly. However, if you think that we have miscalculated something or charged you for something that you have not had, please contact our Administrative Support Manager to explain which of the charges you are disputing and why. You must still pay for those items that you do not disagree with.

We will investigate all complaints and either adjust your account or write and explain to you why you have been charged the amount that you have.

If after receiving our reply, you still think that you are being unfairly charged, you can apply to a Leasehold Valuation Tribunal. Leasehold Valuation Tribunals are independent and impartial and they will decide whether any charges are reasonable or not. If you intend to make an application to the Leasehold Valuation Tribunal you can apply to be heard in person or can elect to have your application dealt with by written submission. There is normally an application fee.

The panel is normally made up of a lawyer, a valuer and a lay person, and they will hear evidence from both parties before making a decision. The decision of a Leasehold Valuation Tribunal is final and can be enforced. Although, in some circumstances, the panel may agree to an appeal being made to the Land Tribunal.

If you have been charged for works or services that have already been carried out or provided, you can apply to the Leasehold Valuation Tribunal to decide:

- whether the costs for services, maintenance, insurance or management were reasonably incurred
- whether the works or services for which the costs were incurred are of a reasonable standard
- whether the amount of any advance payment that we asked for was reasonable

You can also use Leasehold Valuation Tribunals to challenge the costs of any works that we plan to carry out in the future.

As your landlord, we can also make an application to the Leasehold Valuation Tribunal to check that our charges for either works carried out or works that we are planning are reasonable.

Further information about applying to a Leasehold Valuation Tribunal can be obtained by contacting the Residential Property Tribunal Service on 0845 600 3178 or by visiting their website [www.rpts.gov.uk](http://www.rpts.gov.uk). Independent advice can also be obtained from the Leasehold Advisory Service by telephoning **020 7383 9800** or by visiting [www.lease-advice.org](http://www.lease-advice.org)

## **Non payment of service charges**

Your lease is a legally binding agreement that requires you to pay specified charges incurred by us in maintaining and managing your home. If you do not pay any charges that are due from you, you are breaking the terms of this agreement and we may take legal action against you. Ultimately, this could result in us commencing forfeiture proceedings. Further details about forfeiture are included in Chapter 9 of this handbook.

## **4 Repairs and maintenance**

### **Who is responsible for repairs?**

As lessor or freeholder of the block that your property is in, we are responsible for repairing, maintaining and improving the structure and exterior of the building.

This means that we will repair and maintain:

- foundations, drains, gutters and pipes on the outside of the property;
- roofs and chimney stacks;
- external fixtures, fittings and equipment;
- external walls and balconies;
- shared grounds, gardens and paths;
- window frames;
- shared TV aerials, if you have one;
- external doors, including balcony doors and front doors to individual flats;
- shared entrance doors;
- lighting in shared areas, such as hallways and landing; and
- controlled door entry systems, where we provide these.

You will have to pay a share of our costs for repairing and maintaining these items.

Although we own the structure of the building that your leasehold property is in, you will normally own and be responsible for everything within the walls of your property, with the exception of pipes and drains that also serve other properties. This means that you are responsible for maintaining and repairing the following:

- individual heating systems and appliances;
- internal doors;
- sanitary fittings, such as toilets, baths and basins;
- plumbing and pipework within your property (including burst pipes and other leaks);
- internal fixtures and fittings;
- internal decoration;
- plaster and other surfaces to floors, walls and ceilings;

- floor coverings;
- non-structural walls;
- ceilings;
- replacing fuses, bulbs and plugs;
- chimney sweeping;
- arranging access if you lock yourself out of your property;
- any damage caused by you or someone else who lives in or visits your property;
- any damage caused by your own fixtures and fittings; and
- any damage to your belongings.

Your lease agreement will normally give us the right to enter your property to inspect its condition and, except in an emergency, we will give you 14 days notice of this. If repairs are needed that are your responsibility, we will ask you to complete them within a set time. If you fail to do this, we have the right to carry out the necessary works. You will then be charged for the cost of us doing this.

If we need to carry out a repair that is your responsibility for safety or other reasons or maintain any fixtures or fittings installed by you, we will also charge you for the full cost of these works.

Your lease agreement will normally also give you the right to access other parts of the building to carry out repairs or works that you are responsible for but you must get our written permission first and give us fourteen days notice.

## How to report a repair?

You can report a repair that we are responsible for, either to your property or any communal area, in the following ways:

- by telephoning the Housing Maintenance Section on **01255 686477** or our out-of-hours telephone number **01255 222022**. This number should only be used for emergencies that happen outside of normal office hours.
- by emailing **HousingRepairs@tendringdc.gov.uk**
- by using our on line repairs reporting service, which is designed to help you report non urgent repairs that we are responsible for through an easy to use picture guide of property fixtures and fittings. You can access this by visiting **www.tendringdc.gov.uk** and choosing Housing from the menu on the left hand side of our home page. On the Housing page, simply click on the Report a Repair button.
- by calling in person into Housing Reception at the Town Hall or any one of our area offices;
- by faxing **01255 686407**; or
- by writing to Housing Services, Town Hall, Station Road, Clacton on Sea, Essex CO15 1SE



When you tell us about a repair, please make sure that you also tell us your name and address, full details about the repair, and, if applicable, when someone will be at home to let the contractor or our Maintenance Surveyor in. If you prefer, when you report a repair, you can tell us whether you would like the contractor to arrange an appointment with you. If you do, we will inform our contractor and they will contact you to arrange a specific time.

## **How quickly do we respond to requests for repairs?**

We give all reported repairs a priority rating that sets out when the work should be completed by. This will be based on the type and urgency of the repair needed.

Our response ratings range from Priority 0, which is classed as an emergency and requires a call out within 3 hours, to Priority 8, which has a response time of 56 days and is used for less urgent repairs.

For straightforward repairs we will be able to order the work as soon as you report the problem to us. However, if it is not clear from the information that you give us exactly what is required, we will arrange for a Maintenance Surveyor to visit your property or block. This inspection will normally take place within 10 working days of you reporting the problem to us.

If one of our Maintenance Surveyors needs to carry out an inspection before ordering any work, the time-scale for the repair to be carried out will start from the date the order is passed to the contractor, not from the date that you reported the problem to us.

If you are out when either our Maintenance Surveyor or contractor visits your home, they will leave a card telling you when they called and how you can contact them to make a new appointment.

After the repair is completed, you may get a visit from one of our Maintenance Surveyors to check that it has been done properly.

## **Planned maintenance and improvements**

As well as carrying out day-to-day repairs, we have an ongoing programme where we plan maintenance and improvements works in advance and include more than one property at a time.

This planned programme includes such works as:

- installing double glazing;
- re-roofing;
- external decoration as often as is necessary, which will include the walls and doors in any internal communal areas;
- major structural repairs; and
- environmental improvements.

We are committed to improving the condition of our properties. But we have limited money and need to give high priority to some work, so it is inevitable that some properties will benefit from improvements like these before others.

If we carry out planned maintenance or improvement works to your property or block, you will have to pay a share of the costs involved. Details about how we will consult with you in advance of works of this nature are given in Chapter 5 of this handbook.

## **Monitoring your satisfaction**

Once any repair, maintenance or improvement works have been carried out to your property or block we will normally send you a satisfaction survey so that you can tell us what you think about the works we have carried out. Your comments are important as they help us to identify those parts of our service that you are pleased with as well as any general areas of dissatisfaction. We can then look at these areas and arrange for appropriate remedial action to be taken or make changes to the way that we do things to improve our service for everyone.

If you are dissatisfied with any works we have carried out, please let us know as soon as possible. We can then arrange for the contractor to return to make good any damage or unsatisfactory work. If you leave it until you receive your service charge account to tell us you were dissatisfied, it will be difficult for us to properly investigate your complaint as a long period of time may have gone by.

## **5 Consultation**

The Commonhold and Leasehold Reform Act 2002 introduced changes in the way that we have to consult with leaseholders about major works and services that you have to contribute towards.

As lessor, the Council must consult with you before it begins any major repairs, maintenance or improvements which you will have to pay a proportion of and which, it is estimated will cost any leaseholder in the building more than £250. You must also be consulted about certain long term agreements or contracts that we intend to enter into lasting more than 12 months that will cost any leaseholder more than £100 a year.

### **How you will be consulted**

You will be consulted as an individual leaseholder and, if you are a member of a recognised tenants' association, there will also be consultation through your association.

### **Major works**

Major works are defined as any repairs, maintenance or improvements that your lease agreement states that you are liable to contribute towards and that are estimated to cost any leaseholder included in the contract more than £250.00

If this applies, we will initially send you a **notice of intention**. This will describe the works that we are proposing or tell you where you can look at a description of the works. It will also tell you why we think the works are necessary and give you a period of 30 days to send in written comments to us. Providing the size of the contract is not so large that it requires public notice to be given in the Official Journal of the European Union under European Union procurement rules, you will also be given the opportunity to nominate a contractor who you think we should ask to provide an estimate. Any contractor you nominate must be registered on ConstructionLine, which is a register of pre qualified local and national construction companies and construction related suppliers. This will ensure that they are suitably qualified to carry out the work.

We must have regard to any comments that are made during this consultation period and must try to get an estimate from one, or in some cases, two of the contractors suggested by leaseholders, where this is applicable.

A second written notice, called a **notice of estimates** will then be sent to you once we have received these from the contractors we asked to return estimates. This notice will give you details of at least two of the estimates we have received and it will also include a summary of the comments we received to the notice of intention we sent out and our response to these. All of the estimates will also be available for your inspection. You will also be invited to send in any written comments about the estimates within 30 days and we must have regard to these.

Once we have awarded the contract, we will write to you within 21 days to let you know who will be doing the work and why they were chosen to do this. We will also let you know about any comments we received in response to the notice of estimates and what our response to them is. We are not required by law to write to you again at this stage if the contractor we have selected is either one that was suggested by a leaseholder or the one that sent in the lowest estimate but we still send out these letters as a matter of good practice.

## **Long term agreements**

If we wish to enter into a long term agreement with a contractor to provide works or services and the cost to any one leaseholder is estimated to be more than £100 a year, you must be consulted with in a certain way.

Examples of long term agreements or contracts lasting for more than 12 months might include ones for day to day repairs, maintenance of lifts or door entry systems or grounds maintenance.

If we intend to enter into one of these agreements, we will initially send you a **notice of intention**. This will describe the works or services to be provided under the agreement or tell you where a description of them can be looked at. It will also tell you our reasons for entering into the agreement and will give a period of 30 days for the receipt of any written comments you may wish to make. Providing the size of the contract is not so large that it requires public notice to be given in the Official Journal of the European Union under European Union procurement rules, you will also be given the opportunity to name anyone you think we

should ask to provide an estimate for these works or services. Any contractor you nominate must be suitably qualified to carry out the work.

We must have regard to any written comments that we receive and must try to get an estimate from one, or in some cases, two contractors suggested by leaseholders, where this is applicable.

Once we have drawn up our proposals to place the contract, we will send you a **notice of proposals**. This will tell you about at least two of the proposals we have prepared. Each proposal will contain details of the parties to the proposed agreement and advise you whether there is any connection between them and us, apart from the proposed agreement. This notice will also state your estimated contribution towards the goods or services to be provided as well as the length of the proposed agreement and a summary of any observations received to the notice of intention.

It will also specify a period of 30 days for the receipt of any written comments that you may wish to make, which we must have regard to.

Once we have awarded the contract, we will write to you within 21 days to let you know who will be doing the work or providing the service and our reasons for selecting them. We will also let you know about any comments we received in response to our notice of proposals and our reply to them. However, we do not have to write to you again at this stage if the contractor we have chosen is either one that was suggested by a leaseholder or the one who sent in the lowest estimate but we would still give you this information as a matter of good practice.

## **Major works carried out under long term agreements**

If we have entered into a long term agreement and then need to carry out some major works under this agreement, which we estimate will cost any leaseholder more than £250, the consultation we carry out will differ to that described in the major works section above. This is because we will have already consulted with you before we entered into the agreement and now have a contractor in place.

As a result, there is only one stage of consultation. This will tell you what works we are proposing to carry out and the reasons why these works are necessary. We will also tell you what the estimated cost of these works will be and allow a 30 day period for the receipt of any written comments you may wish to make. We must have regard to any written comments we receive and a reply will be sent to all individual leaseholders who write in.

## **Failure to consult**

If we do not follow the consultation requirements that are set out in the law we are restricted in the amount that we can charge you for the works carried out or the services provided. The amount that we can charge you is restricted to £250.00 for major works and £100.00 per year for goods or services provided under a long term agreement. The only exception to this is if a Leasehold Valuation Tribunal has decided that it is reasonable for us not to have followed the consultation requirements (see below).

## **Leasehold Valuation Tribunal**

There may be some circumstances (for example where urgent works are needed on the grounds of health and safety or where the works are specialist and it is difficult to obtain more than one estimate) where we are not able to follow the consultation procedures that are set out in the law.

If this is the case, we would need to apply to a Leasehold Valuation Tribunal to see if they were satisfied that the circumstances of our application meant that it was reasonable for us not to follow the specified consultation procedures.

Leasehold Valuation Tribunals are independent and impartial and the panel is normally made up of a lawyer, a valuer and a lay person and they will review evidence from both parties before making a decision about any application to them.

If they decide that it was reasonable for us not to have followed the consultation requirements in the specific circumstances outlined in our application, then your contribution towards the cost of the works will be based upon a proportion of the actual costs that we incurred. If they decide that it wasn't reasonable, then your contribution will be restricted to the amount that we can charge when we fail to consult.

## **Other forms of consultation**

We will also consult with you in a variety of ways about other things that affect or may affect you as a leaseholder and details of the methods that we use and the opportunities that exist for your involvement in our services are outlined in chapter 10 of this handbook.

# **6 Living in your property**

## **Improving your property**

As a leaseholder you are able to make improvements to your property, but for some of these you must get our written permission first. These include the following:

- removal of any internal walls;
- installing replacement windows or doors; and
- installing a satellite dish or aerial.

If you decide that you want to improve your home, you should write giving us full details of the works that you want to carry out and enclosing any plans or drawings. Alternatively you can complete our online form 'Application for permission to alter your home' at [www.tendringdc.gov.uk](http://www.tendringdc.gov.uk).

If necessary, one of our Maintenance Surveyors will then visit you to discuss your plans and decide whether we – as freeholder of the block – should give our permission. We will only refuse permission if we have a good reason for doing so.

You must not make any alterations until you have received our permission, which will also tell you what conditions you need to keep to, for example making sure that the works are carried out by a suitably qualified tradesperson.

Even if you get our permission as lessor or freeholder, you will still need to get any necessary planning permission or building regulations for the work.

## **Pets**

The Council's current standard lease agreement states that, apart from cats, dogs, canaries and budgerigars, you must not keep any animal, poultry or birds without getting our written permission first.

When you ask our permission to keep any animal we will consider:

- The type of property that you live in and the facilities available to you
- The size of your garden and whether you have suitable open space nearby
- The breed, size and temperament of the animals you are asking to keep

If you do have any pets, you must keep them under control at all times and make sure they do not cause a nuisance or distress to anyone in the local area or damage to our property.

If you have any animals, you should make sure that these are not allowed to foul any shared areas of your property or on roads, footpaths or play areas in the local areas. You must remove and dispose of any pet droppings hygienically.

You must not keep any animal that is prohibited by law.

## **Gardens**

We accept that not all of our tenants and leaseholders will have the same interest in gardening and so the standards that gardens will be maintained to will be different throughout the area.

However, an untidy garden has an adverse affect on a street or road and can cause other environmental problems that can impact on our neighbours.



If your property has its own garden, you should make sure that this is kept tidy and well maintained. Regular mowing is a basic requirement for any grassed areas and this will ensure that it does not look untidy.

Grass needs to be cut regularly during the growing season and kept to a manageable length. Domestic lawnmowers will not cope with long grass and so it is important that you begin cutting the grass before it gets too long.

We would recommend that you cut your grass at least once every fortnight between March and the end of October.

Any hedges, trees or shrubs that you plant in your garden should be suitable for your type and size of garden and kept to a manageable height and width.

You should also make sure that any hedge, shrub or tree in your garden, including roots, does not become a nuisance or hazard to others.

The timing and frequency of hedge cutting will vary according to the type of hedge and the growing conditions in any year but this should not be carried out when birds may be nesting.

If you have a hedge that adjoins a public footpath or right of way, you may need to cut this more often.

The base of any hedge should be kept clean of litter and weeds especially on a footpath where they could get in the way of people using the path.

If you collect grass cuttings, hedge cuttings or any other garden waste, you need to dispose of these responsibly. You can do this by taking it to one of the Civic Amenity sites in the district. If you cannot get to one of these sites, Veolia operate a chargeable collection service and will deliver garden waste bags, in packs of 10, which you can fill with your garden waste and put out for collection at the same time as your household refuse each week. To find out more about this, contact Veolia direct on **01255 431620**. Alternatively, you can compost your garden waste in your garden.

If you have the use of a shared garden, the grass will be cut by the Council's grounds maintenance contractors but you should make sure that this area is kept free from any rubbish, household items, rubble and pet droppings so that the area does not become a nuisance or health risk to others.

You should not use either your own or a shared garden in any way that becomes a nuisance or disturbance to your neighbours or anyone else.

## Shared areas

Shared hallways, entrances, gardens and drying areas are provided for all residents in a particular block to use. For this reason, it is important that you:

- keep landings, staircases and other areas in a clean and tidy condition;
- do not put any items in these areas that are likely to cause an obstruction, safety hazard or increase the risk of fire; and
- do not put up any fences, sheds or other similar structures within shared areas without asking our permission first.

## Door entry systems

These are fitted on communal entrance doors to make the block more secure for you and your neighbours. For this reason please:

- do not prop open the front door;
- do not let anyone you don't know into the block;
- make sure the door is closed properly behind you; and
- be aware of people trying to get into the block as you are leaving or entering it: and
- report any fault with the entrance door to Housing Maintenance by telephoning **01255 686477**.

If we provide a door entry system to the block that your property is in, we will charge you an amount for the running and maintenance of this system in your annual service charge account.

## Rubbish collection

Our contractor will collect household rubbish from your block on the same day each week. You can find out when this is by visiting our website **[www.tendringdc.gov.uk](http://www.tendringdc.gov.uk)** or by telephoning **01255 686788**

However, you are responsible for removing and properly disposing of any rubbish which the refuse collectors will not take and can do this in any one of the following ways:

- If you have items of furniture or electrical goods that are in a good state of repair that you no longer need, Tendring Reuse & Employment Enterprise may be able to collect them from you free of charge. The item will be cleaned and tested for safety and sold at a low cost to help raise funds that support people with learning difficulties train for work. More details about this can be found on their website **[www.tree1.org.uk](http://www.tree1.org.uk)** or by phoning **01255 863007**.

- The Tendring Furniture Scheme also operates a service to collect donated furniture and will pass this on to people on a very low income. For more information, visit their website [www.tendringfurniture.org.uk](http://www.tendringfurniture.org.uk) or telephone **01255 476068**.
- If your items are not suitable for reuse, the Council's contractors, Veolia Environmental Services, provide a chargeable collection service. To arrange for a collection or for further information, please contact them direct on **01255 431620**.
- You can also dispose of items that are not suitable for reuse by taking these to one of the local Household Recycling Centres.

If your block has a rubbish chute in it, please:

- do not use this early in the morning or late at night as the noise may disturb your neighbours;
- do not block the chute with large or bulky items;
- do not drop lit cigarettes or matches into the chute; and
- keep all surrounding areas clean and free of rubbish.

If your block has a bulk bin in it for collecting rubbish, we will charge you an amount for rotating and preparing these bins for emptying and for any associated cleaning.

## **Parking and garages**

If your property has the use of either an individual or shared parking area, we would ask you:

- to always park carefully and considerately when using this area;
- to keep noise and light levels to a minimum when you park late at night or early in the morning;
- not to park any caravan, boat, trailer, heavy goods vehicle, or other commercial vehicle without our written permission;
- not to carry out or allow any vehicle repairs that may cause a nuisance to others or be unsightly or damaging to the local environment;
- not to park any unroadworthy, untaxed or uninsured vehicle without getting our written permission first. This will only be granted in special circumstances for temporary periods only;
- not to park in your garden unless you have our permission to do so and have a proper hardstanding and dropped kerb to provide access.

You should not park any vehicle on land that is not designed for parking purposes.

We have garages to rent in the following parts of the district:

Alresford	Harwich	Ardleigh	Kirby Cross
Brightlingsea	Lawford	Clacton on Sea	Mistley
Dovercourt	St Osyth	Frinton on Sea	Thorpe le Soken
Great Bentley	Walton on the Naze	Great Holland	Weeley

Some of the above areas are extremely popular and have a long waiting list. In other areas, vacant garages may be available straightaway.

## 7 Anti social behaviour

### What is anti social behaviour?

The term anti-social behaviour is used to describe a whole range of behaviour that upsets other people. This can include criminal activity and serious nuisance as well as less severe but frequent and annoying behaviour.

It can be quite difficult to agree on a definition of anti social behaviour as we all have different lifestyles, expectations and tolerance levels. However, we believe that every person has a right to enjoy life in their own way providing they do not adversely affect the lives of those living and working around them.

The Housing Act 1996 gives the legal definition of anti social behaviour as ‘conduct which is capable of causing a nuisance or annoyance to any person; and

- directly or indirectly relates to or affects the housing management functions of a relevant landlord; or
- consists of or involves using or threatening to use housing accommodation owned by or managed by a relevant landlord for an unlawful purpose’

Examples of anti social behaviour include:

- noise nuisance;
- vandalism and graffiti;
- intimidation and harassment;
- racial harassment and other hate behaviour that targets members of identified groups because of their perceived differences;
- abandoned vehicles;
- using our properties to sell drugs, or for other unlawful behaviour;
- littering and flytipping; and
- untidy gardens.

## How do we deal with complaints of anti social behaviour?

We aim to improve the safety, environment and living conditions of our tenants and leaseholders and their families and the communities in which they live, by combating antisocial behaviour and racial harassment and implementing measures that address the causes of anti social behaviour and the problems it creates.

To do this, we will...

- interview or visit all new tenants to make sure that they understand the conditions of their tenancy agreement that relate to the care of their home and the behaviour of themselves, their family or visitors to their property;
- treat complainants sympathetically, take all complaints seriously and in the first instance always assume that the complaint is justifiable;
- treat any complaint in a confidential manner, and keep any information provided confidential unless consent is obtained to do otherwise;
- acknowledge and respond to complaints in writing within 10 working days (or in appropriate cases by telephone within 24 hours or e mail within 5 working days), and provide a unique reference number, which will be used to identify the complaint in any correspondence with you throughout the investigation;
- if a complaint requires a personal visit by an officer we will respond in accordance with the following priorities and time scales:
  - for serious behaviour where there is considered to be an immediate threat of violence or major disorder – within 1 working day
  - for behaviour of a serious nature affecting more than one other property or having serious impact upon an individual tenant – within 7 working days
  - for less serious behaviour amounting to neighbour or general nuisance – within 14 working days
  - for other less serious behaviour or minor breaches of the tenancy agreement that require officer intervention – within 21 working days
- clearly inform complainants how we intend to deal with their complaint and tell them of the measures that are available to resolve their complaint and provide a realistic expectation of the likely outcome;
- keep complainants fully informed of progress at appropriate stages in the investigation and on completion, or advise them if no further action can be taken;
- be sensitive and supportive and offer assistance to complainants who act as witnesses.
- in appropriate cases seek reconciliation by offering independent mediation;
- provide complainants with an opportunity to comment on the action taken to resolve their complaint and the outcome;
- follow the Code of Practice for Social Landlords on Tackling Racial Harassment.

You can help us by:

- not retaliating to any incident of antisocial behaviour to which you may be subjected;
- keeping an accurate record of the date, time, nature and consequences of any incident including the names of any witnesses;
- reporting crime, serious antisocial behaviour or vandalism to the Police at the time it is occurring or discovered, or as soon as possible;
- following any advice that we give you;
- acting as a witness, if necessary, in any legal action that we take;
- letting us know if we fail to meet any of our standards.

## What should you do if you are experiencing anti social behaviour?

If you are experiencing anti social behaviour caused by a Council tenant or leaseholder, you should contact our Estates Management Section for advice. You can do this by:

- telephoning **01255 686488**
- e-mailing us at **HousingASB@tendringdc.gov.uk**
- completing and returning one of our reporting forms that are on our website at: **www.tendringdc.gov.uk**
- writing to:

Estates Management Section,  
Housing Services,  
FREEPOST (CL3764),  
CLACTON ON SEA,  
Essex CO15 1YT

If you believe you have been the victim of a Hate Crime (any incident, which constitutes a criminal offence which is perceived by the victim or anyone else as being motivated by prejudice or hate) you should call the Police on **0300 333 4444** extension **16182**

## 8 Buying the freehold of your block or extending your lease

### Buying the freehold of your block

Subject to certain conditions, leaseholders of flats have the right to buy as a group the freehold of their block. This is known as 'collective enfranchisement'. You have this right even if we do not want to sell providing again that the qualifying criteria are met.

Once you have bought the freehold, you would then be able to decide as a group how to manage and maintain the building and its communal areas.

If we still own any of the flats in your block, we would leaseback the flats that we let to our secure tenants. This means that we would have a lease of 999 years for these properties. In this case, the price that you pay for the freehold would be reduced by the value of this.



To have these rights you must be a qualifying tenant, which means that you must be a long leaseholder of a flat and the building that your flat is in must also satisfy the following conditions:

- there must be two or more flats in your building;
- at least two thirds of all the flats in the building must be held on long leases;
- not more than 25% of the internal floor area (apart from shared areas such as stairs) is in non residential use or intended for non residential use;
- the number of tenants participating must equal at least half the flats in the block.

If these criteria are met, you and your neighbours can enfranchise the whole building or just the part containing your flat or flats. For example, your building may be divided into two or more parts with separate entrances and facilities.

If you and the other leaseholders in your block want to buy the freehold of the building it is essential that you get legal advice as the process can be long and complicated.

## **Extending your lease**

The lease on your property was initially granted for a fixed period, normally 125 years, and this term decreases each year until the ownership of your property reverts to the Council. This means that eventually your lease will have no value at all and sometimes problems can occur when trying to sell a lease that has less than 50 years or so left on it to run.

However, most long leaseholders are entitled to buy a new lease, which adds another 90 years to the existing one, subject to meeting certain qualifying criteria. The lessor is entitled to charge for this and the cost is likely to be at least as much and possibly far more than was paid for the original lease.

When you buy a new lease, you give up your current lease and buy a new one, which adds 90 years to the time left on your old lease

Acquiring a new lease is an individual right and to qualify you must be a long leaseholder and have held your lease for two or more years at the date you give your landlord notice.

If you wish to extend your lease, it is essential that you get independent legal advice.

## 9 Letting, selling or losing your property

### Letting your property

The Council has no objection to you letting out your flat and you becoming a landlord as long as you tell us that you intend to let your property and give us either your forwarding address or the contact details for any managing agent that will be looking after the property on your behalf. This is because you will remain responsible for paying the service charges for your property and we need to know where to send any invoices and other correspondence to.

Either you or your managing agent will also be responsible for making sure that your tenants keep to the terms of your lease agreement. As their landlord and our lessee, you will still be responsible for their actions and all of the restrictive covenants included in your lease agreement (that is the things that you must not do) will still apply. If any of the terms of your lease agreement are broken, you will be responsible for this and not your tenants.

If you are thinking about letting your property you should also obtain the consent of your bank or building society as it may be a condition of any mortgage that you have that you live in the property. You should also discuss this matter with the company responsible for insuring your home contents.

If your property remains empty for more than thirty days this could affect our building insurance cover and you may not be covered for all risks. Please let us know if this is to happen. You should also check for any exclusion on your home contents insurance cover.

Once you let your property and become a landlord, there are certain obligations placed on you by the Gas Safety (Installation and Use) Regulations. These ensure that any gas appliances, fittings, flues and air vents in the property that you provide for your tenants use are safe.

In summary, these regulations require you to:

- ensure gas fittings and flues are maintained in a safe condition;
- ensure an annual safety check is carried out on each gas appliance;
- have all installation, maintenance and safety checks carried out by a Gas Safe Register contractor;
- keep a record of each safety check for at least two years;
- issue a copy of the latest safety check record to existing tenants within 28 days of the check being completed or to any new tenant before they move in.

As a landlord, you will also be responsible for providing your tenants with an Energy Performance Certificate (EPC). An EPC is required whenever a building in the social or private rented sector is let to a new tenant. As a landlord you will be required to provide an EPC free of charge to prospective tenants and must provide an EPC to the person who takes up the tenancy.

An EPC shows two things—the Energy Efficiency Rating (running costs) and the Environmental Impact Rating (carbon dioxide emissions). Each rating is shown on an A-G rating scale. The rating is accompanied by a recommendation report that shows how to improve the property’s energy efficiency. However, there is no statutory requirement for landlords to carry out any of the recommended energy efficiency measures.

EPCs are valid for 10 years and can be reused as many times as required within that period. However, once a more recent one has been produced it will always replace an existing one.

An EPC is not required for any property that was occupied prior to 1 October 2008 and which continues to be occupied after that date by the same tenant(s).

If any landlord fails to provide an EPC, enforcement action can be taken by Trading Standards officers and they can issue a notice with a penalty charge of £200 per property and require that an EPC is provided.

Before letting your property and becoming a landlord, we would recommend that you take legal advice to make sure that you are aware of and comply with all of the obligations that will be placed upon you.

## **Selling your property**

You have the right to sell the lease to your property, providing that the transfer is properly carried out and you tell us within one month of the sale who the new owner is.

You also have the right to give your lease to someone else or to leave it to him or her in your will.

If you have bought your property under the right to buy scheme you can sell it whenever you like. But if you wish to sell within what is known as the discount repayment period you will usually have to repay some or all of the discount. The amount that you repay will depend on when you made your application to buy

If you applied for the Right to Buy before 18 January 2005 and sell within 3 years of buying your home you will have to repay discount as follows. If you sell within the first year after purchase, the whole of the discount you were entitled to will have to be repaid. Two thirds must be repaid if you sell in the second year and one third in the third year. After 3 years, you can sell without repaying any discount.

If you applied for the Right to Buy from 18 January 2005 onwards and sell within 5 years of buying your home you will have to pay discount as follows. If you sell within the first year, you will have to repay the whole of the discount. Four fifths must be repaid if you sell within the second year, three fifths in the third year, two fifths in the fourth year and one fifth in the fifth year. After five years you can sell without repaying any of the discount. In addition, the amount of discount to be repaid if you sell within five years will be a percentage of the resale value of the property disregarding the value of any improvements.

For example, if your home was valued at £100,000 at the time you bought it under the Right to Buy and you received a discount of £20,000 this would represent a discount of 20%.

If your home is then valued at £150,000 when you want to sell it and this is within the second year of your purchase you will have to pay £150,000 multiplied by the 20% discount multiplied by four fifths, that is £24,000.

Certain sales are exempt from the requirement to repay discount, for example certain transfers between certain family members.

If you sell your lease or leave it to someone, you must make sure that this is done legally. This is to protect both your interests and those of the new owner. Unless there is a proper legal document to show that you have transferred the property to someone else, you will still be responsible for the property and any charges which are, or become due,

You should be aware that the housing market does change. This means that a property may be easy to sell one year and difficult to sell the next and the price that you can get for it on the open market may vary significantly.

If you purchased your home under the Right to Buy on or after 18 January 2005 and you wish to sell your property within ten years, you are required to offer this to either your former landlord or to another social landlord in your area at its full market value. If your offer is not accepted within a specified period, you are able to sell the property on the open market.

## **Losing your property**

As a leaseholder, there are two main ways that you could face losing your property.

### **Forfeiture**

Forfeiture is the termination of a lease after which the ownership of the property will pass back to the lessor or landlord. A landlord may take action to forfeit a lease if the lessee has broken any of the conditions of the lease, such as not paying their service charges or causing anti social behaviour.

Forfeiture is a drastic remedy and we will only use it where it is absolutely necessary to protect our interests and those of other tenants and leaseholders. There is also a strict procedure that the Council must follow prior to commencing legal proceedings for forfeiture.

If you break the conditions of your lease by not paying your service charge, we will normally take action to recover the money that is outstanding rather than taking forfeiture action. This may include informing your mortgage lender of the debt, (as they have an interest in your property they may pay the amount outstanding and then take their own action to recover the money from you) or applying for a court order to make sure the debt is paid.

## Repossession

If you have bought your property with the help of a mortgage, your mortgage lender has a legal charge on your property. This means that they can apply to the court for repossession of your property if you do not pay your mortgage. If the court grants them a possession order, your mortgage lender has the right to evict you and sell your property. Any money that you owe will then be taken out of the proceeds of the sale and you will be given any money that is left over. The only exception to this is if money is owed to someone who also had a charge on your home, such as the Council as the lessor.

If you are having problems paying your mortgage you should discuss this with your mortgage lender as soon as possible. The earlier you ask for help, the greater the chance of getting it sorted out and coming to an arrangement with your lender.

Please note: Your home may also be at risk if you take out a loan that is secured against your property.

## 10 Have your say

### Opportunities for you to get involved

We want you to get involved to make sure that we are providing services that meet your needs. You pay for our services and we want to make sure that we give you the services you want in the way that you want them.

However, we know that not all tenants or leaseholders will want the same level of involvement in all areas of the housing service. The level of involvement required may range from simply being kept informed about housing issues to taking an active role in the policy making decisions. We want to reflect these varying needs by providing a variety of ways for you to get involved across our entire range of services. The levels of involvement that we aim to provide will include:

**Provision of information** – where we send you a letter or other means of correspondence to let you know what is planned.

**Consultation** – where we ask you for your views and comments and take these into account before making a decision.

**Participation** – where decisions are made jointly.

Set out below you will find a list of the opportunities that currently exist for your involvement together with a brief description. If you are interested in finding out more about any of these, please contact us in any of the ways listed on the rear cover of this newsletter.

### Information leaflets

We have leaflets available about most aspects of our service. These aim to provide all our customers with a quick guide to what we do.

## **Feedback from tenants and leaseholders**

When you have received a service from us, for example a repair, we send out short questionnaires so that you can tell us how satisfied you were with what we did. We use the feedback that we get from these to monitor our performance and identify any areas for improvements.

## **Surveys**

We carry out a range of surveys, either by post, phone or online to find out the views of our tenants and leaseholders on various issues, for example what did they think about one of our publications or the service provided by our contractors. This information is used to help us check satisfaction with our services and make improvements to our service delivery in the future.

## **Home visits or office interviews**

If you want to discuss a matter with us on a one to one basis we can arrange to visit you at home or see you at the Town Hall.

## **Housing advice surgeries**

Each month we hold an advice surgery in Brightlingsea and Manningtree for tenants and leaseholders living in these areas to attend if they wish to discuss any issues with us on a one to one basis.

## **Newsletters**

We produce a number of newsletters each year to provide up to date and relevant information for our tenants and leaseholders.

## **Website**

Our website – [www.tendringdc.gov.uk](http://www.tendringdc.gov.uk) – includes a wide range of information about the services we provide and provides an additional and 24 hour way for you to contact us.

## **Individual letters or home visits**

We will write to you or visit you about any issues that affect you or your lease, for example if your home is going to be included in one of our planned improvement programme.

## **Customer suggestion scheme**

You can use the scheme to make a suggestion anything that you feel would help us to improve our services. We consider all suggestions that we receive and will let you know if we are able to implement it or explain to you why we are unable to put your idea into practice.



## **Customer complaints**

We always aim to provide you with high quality and efficient services but we also accept that sometimes mistakes and delays do happen. Our complaints procedure gives you the opportunity to tell us about anything that you are unhappy with and we use the complaints received when reviewing our services.

## **Leasehold satisfaction survey**

Every three years we carry out a survey of all our leaseholders to find out how satisfied they are with the service we provide as the freeholder of their property.

## **Residents associations**

Residents associations are groups of people who live in the same area who get together to voice their opinion collectively. They might meet informally on an occasional basis or they could be elected, have a written constitution and meet regularly. Similarly, how much each group wants to get involved could vary from simply being kept informed to taking an active part in the decision-making process.

## **Street, area or block representatives**

A street, area or block representative is an individual who represents the views of their street, area or block to us, as their landlord. We will also consult with these individuals about issues that affect their local area.

## **Focus groups**

A focus group normally brings together a few people to discuss specific issues, such as repairs or consultation. It aims to gather views about a particular subject that we can use alongside opinions we get from other methods. Focus group meetings are normally one-offs or held over a short period of time.

## **Tenants Panel**

Members of our district-wide Tenants Panel aim to represent and promote tenant opinion and make sure it becomes central to our delivery of all services. They meet on a regular basis and provide direction on housing policy, management and maintenance, and they act as both a consultative and decision-making body. This group is also open to leaseholders with a property in the district.

## **Tenants Panel Elected Representatives**

The Tenants Panel also has a number of members who have been elected to have detailed involvement in specific areas of our service, for example developing and monitoring our anti social behaviour strategy.

## **Public meetings**

If we hold a public meeting it will normally be about a specific issue and it will be open to all residents who have an interest in or will be affected by a particular plan or policy. They provide an opportunity to share information with a wide range of people and get their views.

## **Improvement Panels**

In areas that are not represented by a residents association, we give residents the opportunity to form an Improvement Panel to work with us in designing and implementing major planned environmental improvement schemes. These groups meet with us on a regular basis whilst these schemes are carried out.

## **Reality checks**

Some of our customers 'test' our services from a customers viewpoint and give us feedback that we are able to use to improve services. For example, they may visit our office or make enquiries by telephone or our website.

## **Estate walkabouts**

This gives an opportunity for local residents to join our staff on regular walkabouts to comment on issues affecting the local area, for example grass cutting or street sweeping.

## **Customer Involvement Register**

All tenants and leaseholders are able to join our Customer Involvement Register that give them the opportunity to choose the way they wanted to be involved as well as the topics or issues that they were interested in.

# **11 Home safety and security**

## **Gas servicing**

If your home has gas heating installed in it, you are responsible for making sure that this is in a good state of repair and is serviced annually. This will reduce the likelihood of your heating system breaking down and will make sure that it is working safely and efficiently. This service should be carried out by a contractor who is on the Gas Safe Register (formerly CORGI). The Gas Safe Register is overseen by the Health and Safety Executive and it is a legal requirement for any operative planning to undertake work in Great Britain to be on the Gas Safe Register™.

If you rent your property to tenants, you have certain obligations placed on you by the Gas Safety (Installation) and Use Regulations to ensure that any gas appliances, fittings, flues and air vents in your property that you provide for your tenants to use are safe.

In summary these regulations require you to:

- ensure gas fittings and flues are maintained in a safe condition;
- ensure that an annual safety check is carried out each year on each gas appliance;
- have all installation, maintenance and safety checks carried out by a Gas Safe registered installer;
- keep a record of each safety check for at least two years; and
- issue a copy of the latest safety check record to existing tenants within 28 days of the check being completed or before any new tenant moves in.

If your gas installation needs to be ventilated, an approved vent will have been fitted in either your wall or window. It is extremely dangerous to block these vents as they make sure that your system is operating safely.

If you think you can smell gas:

- do not turn light or other electrical switches on or off;
- do not light any matches or cigarettes;
- immediately put out any lit cigarettes or other naked flames;
- turn your gas supply off at the meter;
- check if a pilot light has gone out or if a gas tap has been left on;
- open windows and doors; and
- telephone National Gas Emergency on **0800 111 999**

You should not turn the supply back on or use any gas appliances until the leak has been repaired.

## **Carbon monoxide poisoning**

Carbon monoxide is a very poisonous gas that can kill very quickly. You cannot see it, smell it or taste it but if you breathe it you will rapidly become tired and dizzy, possibly with head and chest aches and, according to Health and Safety executive statistics, 20 people die from carbon monoxide poisoning each year that is caused by faulty or poorly maintained or installed gas appliances.

To prevent being at risk of carbon monoxide poisoning you should:

- ensure that any gas appliances in your property are installed by a Gas Safe registered contractor;
- ensure that your gas appliances are regularly checked for safety and maintained regularly;
- not use any gas appliance that you think may not be working properly. Signs to look out for include yellow or orange flames, soot or stains around the appliance and pilot lights that frequently blow out;

- never cover an appliance or block its vents;
- never block or obstruct any fixed ventilation, grilles or air bricks.

## **Electrical safety**

If you have electric heating installed in your home, you should arrange for this to be serviced each year to make sure that it is working properly.

You should also arrange for the electrical power and lighting installations in your home to be tested at least once every ten years to make sure that these still meet current standards and to identify any necessary repairs or upgrading works.

To stay safe when using electrical appliances you should:

- always make sure that plugs are wired correctly and fitted with the right fuse;
- always use a NICEIC- registered contractor or equivalent to carry out electrical repairs or wiring;
- never use an appliance that has a damaged flex;
- never have too many items plugged into one socket;
- never use cracked or chipped plugs or sockets;
- never touch plugs, switches or any electrical appliance with wet hands;
- never fit a socket outlet in your bathroom; and
- only use a shaver outlet if it is a special, permanently wired one.
- check the condition of flexes and plugs regularly
- switch off electrical appliances when not in use and remove them from the wall sockets
- make sure that electric fires, hair dryers etc. are kept away from water

## **Solid fuel heating**

If you have solid fuel heating in your home, you should:

- always make sure that the fuel you use is suitable for your fire;
- use an appropriate fireguard;
- make sure that your chimneys are swept at least once a year where an open fire is used;
- follow the manufacturers instructions for operating, servicing and cleaning your appliance;
- never smother the fire entirely when refuelling, as this may lead to combustion problems; and
- never seal off any room ventilators.

## Condensation

The air around us always has some moisture in it, caused by everyday household activities, such as cooking and washing. When this air reaches a cold surface like a window, droplets of water will form; this is known as condensation. This dampness encourages mould to grow, which can then affect clothes, bedding and decorations.

Condensation occurs in every home, but to reduce its effects you should:

- cover saucepans when cooking and do not leave the kettle boiling;
- not use calor gas or other similar bottled gas heaters as they produce a lot of moisture;
- always dry your clothes outside. (If it has to be done indoors, put them on a clothes rack in the bathroom with the door closed and window open. If you have a tumble dryer make sure that this is properly vented to the outside);
- make sure kitchen and bathroom windows are opened enough to let steam escape and close the doors when these rooms are in use;
- ventilate cupboards and wardrobes and avoid putting too many things in them as this stops the air circulating; and
- try to keep your property at a constant temperature throughout the day so there are no cold surfaces for the water droplets to settle on.

## Frozen and burst pipes

Pipes do not burst very often, but when they do they can cause a lot of damage to your property. To avoid frozen pipes during the winter, you should:

- try to keep your home as warm as you can; and
- check exposed pipes to make sure that they are insulated. Only do this if they are easy to get to.

If you are going away, even for a short period in the winter, you should:

- set the thermostat on your central heating system to 'low' and programme the heating to still come on for a couple of hours during the night in winter; or
- close the stopcock that feeds any outside toilet that you don't use in winter, and drain it down. Only do this if the stopcock is easy to get to.

If the pipes in your home do freeze, you should:

- turn off the water at the mains stopcock. This is usually found under your kitchen sink or behind your toilet and we recommend that you test this a couple of times during the year to make sure that it has not seized up;
- turn off your heating and any immersion heater, if you have one; and

- gently thaw out your pipes and, as they thaw, check for leaks. Do not use excessive heat as this could cause further damage or a fire.

If your pipes burst, you should:

- turn off the water at the mains stopcock;
- turn on all the cold water taps in your property;
- turn off any heating systems;
- switch off the electricity at the mains if water is likely to come into contact with any wires or fuses; and
- Wrap a cloth or something similar around the leak and call out a suitably qualified plumber.

## **Domestic hot water systems**

Important safety advice has been issued by the Health and Safety Executive to raise awareness of a rare but potentially serious scalding risk from domestic hot water systems.

This advice was issued following two similar fatal incidents elsewhere in the country in the last few years where a large volume of near boiling water poured through bedroom ceilings onto occupants sleeping below. The cause of these incidents was a faulty thermostat on an immersion heater on the hot water system.

As a leaseholder, you are responsible for the repair and maintenance of the hot water system in your property and it is recommended that particular attention should be paid to systems that are over 10 years old as well as those where there are any reasons to suspect the adequacy of the initial installation or subsequent maintenance.

An overheating immersion cylinder will normally show warning signs and these typically include:

- excessively hot water coming out of the hot water taps;
- excessive noise or 'bubbling' from the hot water cylinder;
- hot water coming out of certain cold water taps (some storage cisterns also feed cold water taps in the bathroom);
- steam/moisture in the roof space.

In any of these circumstances you should immediately switch off the immersion heater in your home and seek advice from a competent person, such as a qualified plumber as soon as possible.



## Preventing legionnaires disease

Legionnaires disease is a kind of pneumonia, which is named after an outbreak of severe pneumonia that affected a meeting of the American legion in 1976. It is caused by water-borne bacteria that can be transferred to people by breathing in droplets of water contaminated with the bacteria.

The symptoms of this illness are very similar to those of the flu and include a high temperature, cough, muscle pains and headaches and these are treated with antibiotics. However, most people who are exposed to these bacteria do not become ill and the disease is rare.

Although cases of legionnaires disease are normally associated with large industrial water systems, it is possible for the bacteria to form in domestic water systems in certain conditions. We would therefore recommend that you follow the advice given below to make sure that your water system remains safe:

- keep your cold water storage tank covered;
- make sure that any lengths of pipe, showers or taps that are not used regularly are flushed through frequently to remove any stagnant water;
- regularly clean and disinfect any taps and shower heads in your home;
- make sure that taps and showers are flushed through following any periods when they have not been used to move any stagnant water, for example when you get home from holiday;
- carry out any repairs that are needed to pipework, taps or showers in your home promptly;
- If you have any concerns about the quality of your drinking water, please contact Veolia Water East at [www.east.veoliawater.co.uk](http://www.east.veoliawater.co.uk) or by telephoning **0845 148 9288**.

## Fire safety

To avoid the risk of a fire breaking out in your property you should:

- not smoke in bed or leave lit cigarettes in ashtrays;
- not leave frying or chip pans unattended;
- not leave electrical items plugged in when you are not using them;
- not use any electrical item that has a damaged flex;
- not air clothes too close to heaters or fires;
- close as many doors as possible before going out or to bed at night;
- keep matches out of children's reach;
- consider buying a fire blanket or small extinguisher for your kitchen; and
- make sure that shared entrances and hallways and other escape routes are kept clear

We would also strongly recommend that you fit a smoke alarm in your property. These detect fires at their earliest stages and will sound a loud warning to help you and your family get out safely. You should always buy a smoke alarm that meets British Standards and follow the manufacturer's instructions when installing it.

It is also advisable to plan how you and your family would get out of the property in the event of a fire and practice this with them.

If there is a fire in your property, you should:

- only attempt to put the fire out if you are sure it can be done quickly and safely. If a chip pan catches fire, turn off the cooker and cover the fire with a damp cloth or blanket. Do not use water;
- if you cannot put the fire out quickly and safely, leave the room and close the door to stop the fire and fumes spreading;
- get everybody out of the property and close all the doors behind you;
- Use the stairs to evacuate the building and not any lift;
- alert your neighbours; and
- call **999** and ask for the Fire Brigade.

## **Home security**

To reduce the risk of your property being burgled, please remember:

- to lock all doors and windows before going out;
- not to leave keys hidden under door mats or behind letter boxes – if they're convenient for you they will be for thieves too;
- not to make it obvious that your home is empty (for example by leaving curtains closed in the daytime or by leaving notes for callers);
- to cancel milk and newspaper deliveries if you are going away for any length of time;
- not to leave cash or valuables on display;
- to lock up doors and windows before going to bed at night, particularly ground- floor windows or those near a drain pipe or flat roof;

## **Bogus callers**

Most people who knock on your door will be genuine callers. However, you cannot always be sure so it is important that you take the following precautions before you open the door and let a stranger into your home.

- Keep your front and back doors locked even when you are at home.
- Think if you are expecting anyone.
- Check that your back door is locked and take the key out before you answer your front door. If you have one, look through the spy hole or a window to see who is at the door.

- If you decide to open the door, put any door chain or bar that you have on first. Keep this on while you are talking to the person on your doorstep (normally though when your door is shut, you should leave the bar or chain off in case you need to get out in an emergency).
- Ask for and take the time to check your caller's identity card. If you need to, call the company they say they are from using a number from the telephone directory – do not use the number on their ID card as this may not be genuine.
- Bogus callers may turn up as workmen and offer to do gardening or maintenance or appear to be selling something – don't accept any services offered on your door step.
- Do report bogus callers to the Police.
- Don't keep large sums of money in your house.

You should be particularly cautious of callers who:

- say that they need help urgently;
- ask you to step outside;
- want to come in;
- ask to make a telephone call;
- want to use your toilet;
- ask for a glass of water.

Only go to help if you have someone else with you. Don't worry if you decide not to help – it is not rude or unfriendly, a genuine caller will understand your concerns.

## **Insurance**

The Council is responsible for insuring the building that your property is in, which covers the structure and shared areas that we maintain. As with other services we provide, you will then be recharged a proportion of this cost through your annual service charge account.

This policy does not provide cover for day to day maintenance and repairs that are caused by wear and tear over time but it does normally provide for damage caused to the building by such things as fire or flood.

If you suffer from any of the insured risks and want to make a claim, please contact our Insurance Officer on **01255 686549**.

However, the Council's building insurance policy does not cover your personal possessions or contents, such as carpets, curtains or furniture. You should therefore, make sure that you arrange for your own home contents insurance policy. Such a policy will normally provide cover against damage caused by fire, theft or flood and enable you to claim for the damaged item on a new for old basis. If you don't have any contents insurance, you would need to prove that someone else had been negligent to recover your costs.

## Home safety

Each year, many injuries and deaths are caused by accidents in the home. You can reduce the risk of these accidents by:

- keeping floors and floor coverings in good condition;
- replacing used light bulbs as soon as possible;
- keeping any stairs well lit;
- using non-slip polishes and mats on floors;
- keeping children away from cookers and turn pan-handles away from the front of the cooker; and
- keeping all medicines, cleaning products, matches and lighters out of the reach of children.

## Energy efficiency

Energy efficiency is about making sure that the energy that goes into heating, lighting and providing power in your home is not wasted.

Set out below are just some of the ways that you can save energy and money:

- use energy efficient light bulbs;
- don't keep hot water running – always use a plug in your basin or sink;
- have showers rather than baths as they use much less water;
- when boiling the kettle, only fill it with as much water as you need;
- turn down your central heating thermostat by just one degree;
- wait until you have a full load to use your washing machine; and
- turn off any lights when you are not in the room.

## 12 Customer service standards

The Council is committed to delivering a high quality customer service without unfair discrimination and has set out the following as its corporate customer service standard.

What we will do for you:

- give you comprehensive, accurate and timely information that is clear and easy to understand;
- be punctual, polite and helpful and respond effectively and sensitively to your needs;
- keep you informed of the progress of your enquiry;
- help you find the services that can help you;
- have published policies and standards and be accountable and open about how well we perform against these policies and standards;

- listen to your comments, respond to your complaints and learn from them;
- answer your telephone call in a polite manner within 6 rings (20 seconds);
- return your call (or answerphone message) on the same day or the following morning if your message was received after 4pm;
- respond to your letter using plain language within 10 working days;
- respond to your email using plain language within 5 working days;
- provide opportunities for you to become involved in the planning, delivery and monitoring of our services;
- be responsive to the special needs of any of our customers.

What we expect from you:

- please treat our staff and premises with respect and consideration;
- please inform us in advance if you wish to have a private discussion;
- please accept that it is not always possible to be seen without an appointment.

Please note that the Council will not tolerate verbal abuse, aggressive or other inappropriate behaviour towards its staff and will take appropriate action.

Housing Services also has its own set of service standards that cover each of its functions and these are published on our website **[www.tendringdc.gov.uk](http://www.tendringdc.gov.uk)**

## Contacting us

Need to contact Housing Services – you can do this by:

### Telephoning:

- **01255 686460** for enquiries about service charge accounts or selling your leasehold property
- **01255 686477** to report a repair that the Council is responsible for
- **01255 686488** to report anti social behaviour or other complaints about council tenants or leaseholders
- **01255 686490** for enquiries about the opportunities that exist for you to get involved in our services
- **01255 686491** or **01255 686490** for enquiries about planned maintenance or improvement works
- **01255 686868** for all other enquiries

### Emailing

- **housing.services@tendringdc.gov.uk** for general enquiries
- **HousingRepairs@tendringdc.gov.uk** to report any repairs that are needed that the Council is responsible for
- **HousingASB@tendringdc.gov.uk** to report any incidents of anti social behaviour or other complaints about council tenants or leaseholders.
- **tenant.involvement@tendringdc.gov.uk** for enquiries about the opportunities that exist for you to get involved in our services.

### Writing to

- **Housing Services, Tendring District Council, Town Hall, Station Road, Clacton on Sea, CO15 1SE**

### Visiting

- **Housing Reception at the Town Hall in Clacton between 9am and 5pm Monday to Thursday and 9am to 4.45pm on Friday**
- **Our website [www.tendringdc.gov.uk](http://www.tendringdc.gov.uk)**