

The Leaseholders' Guide

Important information for leaseholders
And anyone thinking of buying a Council leaseholder flat

2010
ROTHERHAM LTD

T U R N I N G H O U S E S I N T O H O M E S

The Leaseholders' Guide

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2010 Rotherham Ltd Local Office Addresses & Telephone Numbers

Office Opening Times

Local Housing/Neighbourhood Offices are normally open 8.45am to 4.30pm
Monday to Friday, and 9am to 6pm Wednesday.

Please check with your local office as some times may vary.

Maltby Housing Office

Civic Centre
High Street
Maltby
Rotherham
S66 8LE
Tel: 01709 812637

Dinnington Service Centre

New Street
Dinnington
Sheffield
S25 2EX
Tel: 01909 564171

Wath Housing Office

Town Hall
Church Street
Wath
S63 7RE
Tel: 01709 873678

Swinton Service Centre

Off Station Road
Swinton
Mexborough
S64 8LY
Tel: 01709 382121

Rawmarsh Housing Office

Rawmarsh Hill
Parkgate
Rotherham
S62 6DP
Tel: 01709 336587

Kimberworth Park Housing Office

St Johns Green
Kimberworth Park
Rotherham
S61 3JL
Tel: 01709 336923

Greasbrough Housing Office

Munsborough Rise
Greasbrough
Rotherham
S61 4PU
Tel: 01709 336914

**Or you can call in person to:
Customer Service Centre, Civic Building, Rotherham, S65 1UF**

1. ABOUT THIS GUIDE

Who is it for?

This Guide is for:

- Leaseholders of a Rotherham Borough Council flat or maisonette
- Council tenants who are thinking of becoming a leaseholder
- Anyone who may be thinking of buying a flat or maisonette from a leaseholder.

What is it for?

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

2. 2010 - OUR VALUES AND SERVICE STANDARDS

2010 Rotherham Ltd (2010) is an arm's length management company (ALMO) and has been set up to manage, maintain and improve its council houses and estates. The organisation is non-profit making and it is wholly owned and controlled by Rotherham Borough Council. 2010 acts as the council's managing agent and carries out the role of the council as your landlord. Even though your property managed by 2010, the council is still your landlord and still owns the freehold of your property.

Our Mission is:

“Working with our diverse communities and partners to improve the quality of life, making every neighbourhood safe, clean and proud”

Our Vision is:

“Creating and sustaining better homes, neighbourhoods and communities”

Core Values

At 2010 Rotherham Ltd we believe in:

- Respecting all our customers and their diverse needs
- Being open and honest
- Listening, learning and achieving
- Continuous improvement
- Working with partners and communities for a better future
- Value for money
- Being a good and caring employer
- Respecting the environment now and for future generations

Key Service Standards

Service standards are important for customers, potential customers, employees and management of 2010. They help to define what a customer can expect and to remind management and employees of 2010 the challenge and obligations that they face. The standards we aim to achieve for all our customers are:

- Complete all emergency repairs within 4 hours;
- Complete all urgent repairs within 5 working days;
- Complete non-urgent responsive repairs within 4 weeks;
- Attend all appointments made for non-urgent responsive repairs;
- Answer all 2010 Rotherham Ltd telephones within 7 rings;
- Reply to all letters within 10 working days;
- Respond to Stage 1 complaints within 10 working days and Stage 2 complaints within 20 working days;
- Respond to all Councillor surgeries enquiries within prescribed timescales (5 days, 10 days and 20 days);
- Respond to all Anti-Social Behaviour reports within 5 working days;
- Respond to Rotherham Connect enquiries within prescribed timescales;
- Respond to Freedom of Information Act request within prescribed timescales;
- Always wear identification badges and show them to the customer when we meet them.

Leasehold Service Standards

In addition to providing the above standards for the benefit of all our customers, we aim to provide Leaseholders with the following service standards which are exclusive to them as a group:

- Service charge accounts will be sent out no later than the 15th October in the year to which they apply
- After carrying out the 5 yearly property survey to determine your share of the repair and maintenance costs we will make personal contact with you to discuss and explain our proposals
- We will carry out an annual leaseholder satisfaction survey in April of each year, take the findings forward to the Learning from Customers group and use it to shape services to meet your needs
- We will always consult you before carrying out repairs which will cost individual leaseholders more than £250 or entering into long term agreements for services which would cost individual leaseholders more than £100

3. RIGHTS AND RESPONSIBILITIES

Your rights as a leaseholder

About your lease

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

Like most legal documents, your lease can be difficult to read and understand. In section 13 of this guide there is a plain English summary of what is contained in a typical lease.

The law

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

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

All the above are available to look at in bound volumes at the Central Library in Rotherham and are viewable on the internet at any public library.

Repairs and Maintenance

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

Making alterations

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

Management

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

'Quiet Enjoyment'

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

Selling your flat

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

Lodgers and sub-tenants

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

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

Your responsibilities as a leaseholder

The responsibilities of ownership

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

Living with your neighbours

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

Service Charges

You must pay your share of the costs of managing and maintaining your block. This is a legal duty set out in your lease. If you do not pay your share, you are breaking your lease agreement and we could apply to a leasehold tribunal and then to the courts to have your lease 'forfeited'. In these circumstances, you could lose your home. We will always be fair about service charges. We will explain how they are calculated, and you can challenge any charges you do not agree with. If you have financial problems, we may be able to help you pay your service charges.

Major alterations

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

Your responsibilities are explained more fully in other sections of this guide.

Our rights as landlord

Management and maintenance

We have the right to make decisions about:

- The management of your block
- Repairs to and maintenance of the structure and shared areas of the block
- Improvements to the block.

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

Charges

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

- Ground rent
- Management costs
- Repairs to and maintenance of shared areas
- Improvements to the block.

Right of Entry in Emergencies

We have the right, in some circumstances, to enter your property to carry out repairs if there would otherwise be a danger to other residents. Examples would be if you removed a structural wall or if damage is being caused to other properties in the block for example, if a leak in your plumbing was flooding the flats below.

Our Responsibilities as Landlord

Repairs

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

Consultation

We have to consult you before:

- Carrying out any work to your building which will result in individual leaseholders being charged more than £250
- Entering into an agreement of more than 12 months duration to provide services, for example a cleaning contract, which would result in leaseholders being charged more than £100.

Charges

We have a legal duty to collect from leaseholders their share of the costs of managing and maintaining their block. If we did not do this, Council tenants would be paying for your share in their rents and that would be breaking the Housing Acts.

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

4. BUYING, SELLING (AND LOSING) A LEASEHOLD FLAT

Buying a leasehold flat (if you are thinking of becoming a leaseholder)

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

- Under the 'Right to Buy' if you are a council tenant and you are already living in the flat (there are certain conditions you have to meet)
- By buying the lease from the present leaseholder (if the flat has already been bought under Right to Buy and is being sold again).

In both cases you should get a solicitor to act for you, or at least someone who is qualified to protect your interests in buying the lease. It is important that you know what charges, if any, are owed on the property so that you can make sure they are dealt with before the sale. If you buy the lease from the previous leaseholder you must tell us straight away. As landlord we have the right to know who is responsible for the flat. You have the right to mortgage your flat to a mortgage lender.

Selling your Lease, or Leaving it in your Will

You have the right to sell your lease as long as the transfer is properly carried out and you tell us within one month of the sale. You can also give it to someone or leave it to someone in your will. Your solicitor should check details of all ground rent, service charges and insurance policies, so that these can be taken into account when the transfer is completed. We charge a fee to register a transfer and to record the interest of the bank or building society that has granted a mortgage against a lease.

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

If you die, and you have not left the lease to anyone in your will, your executors will have to decide what to do with the lease. Any service charges still unpaid will be charged against your estate. If you have anyone you would want to leave your flat to, such as your partner or children you should seriously consider making a will even though you may still be quite young.

Losing your home by forfeiture or repossession

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

Forfeiture

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

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

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

Forfeiture is a drastic action. As a responsible landlord, we only use it when we have to, to protect the interests of the Council, its tenants and other leaseholders. With overdue service charges, we will always try to help people who have genuine financial problems. Before applying for forfeiture for unpaid service charges we would have to satisfy a Leasehold Valuation Tribunal that the charges were reasonable and the leaseholder had made no attempt to pay them.

Repossession by a mortgage lender

If you have taken out a mortgage to buy your lease, your mortgage lender has a 'legal charge' on your home. This means they can apply to the courts for repossession if you do not pay your mortgage. If the court grants them possession, they have the right to evict you, sell your lease and take what you owe them out of the proceeds. They must give you anything which is left over unless someone else, such as the Council as your landlord, also has a legal charge on the property for money which is owed to them.

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

Please contact us if you think you are at risk of losing your home! You can also visit the Citizens Advice Bureau. Do not leave it until it is too late! (There's a list of Housing Offices at the front of this guide and other useful contacts at the back of it)

Buying the Freehold of your block

If at least two-thirds of the residents in your block are leaseholders, you can apply jointly to buy the freehold of your block and manage it yourselves. This is called 'enfranchisement'. If you and your neighbours qualify under the enfranchisement rules we cannot refuse to sell you the freehold. If you want to know more about enfranchisement we will be happy to give you the details. However, here are some things you should consider:

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

If the block still had at least one rented Council flat, we would be represented on your management committee and you would charge us for our share of management and maintenance costs.

Remember that you can only apply for enfranchisement if at least two-thirds of the flats in your block are leasehold. If you are interested you should discuss it with your neighbours and then contact us.

Sub-letting your home

Lodgers and sub-tenants

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

You have the right to take in lodgers or rent your flat to anyone you want to. You do not have to ask our permission, but you must let us know. As the Leaseholder, you are ultimately responsible for any lodger or sub-tenants nuisance or anti social behaviour . If you do sub-let, please give us your new address so that we can contact you.

Lodgers and sub-tenants do not have the same rights as you. So if your flat was repossessed by your mortgage lender or landlord, they could be evicted.

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

Before you agree to rent your flat to someone else, you ought to seek legal advice to make sure that you are legally protected. It's also important that when taking in lodgers you do not become overcrowded.

5. REPAIRS AND MAINTENANCE

Who is responsible for repairs?

We are responsible for keeping the exterior and 'common parts' of your block in good repair. This means we will look after the structure of the building and the landings and hallways including lighting and controlled door-entry systems.

Repairs we are responsible for include:

Structure

- roofs, drains, gutters and pipes on the outside of your home, but not waste discharge pipes that serve only your property, for example the waste pipes from your kitchen sink, wash hand basin or bath.
- External entrance doors (but not the front doors of individual flats).
- window frames and sills (not including glass).
- soffit and fascia boards.
- all external paint work.
- paths, steps and associated handrails.
- fencing around shared areas.
- chimney stacks.
- communal stairs and landings.
- outbuildings and drying areas.

Installations, fixtures and fittings:

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

You are responsible for:

- all repairs to the inside of your flat, including your front door.
- the glass in your windows.
- all the fixtures and fittings in your flat, for example the kitchen units, the bathroom suite.
- any damage to the common parts and services caused by you, members of your household or your visitors.*
- The annual servicing of gas appliances.

* If damage is proved to have been caused by you, members of your household or your visitors we will carry out the repairs required and charge you the costs of the work.

How to report a repair which is our responsibility

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

- the quickest and easiest way is to phone **Rotherham Connect** on 01709 336009 between 8.00am and 8.00pm Monday to Friday
- write, telephone or call in at **your Local Housing Office** and report it in person – see addresses at the front of this guide
- report them at any time on the **Internet** at www.rotherhamconnect.com or www.2010rotherham.org

For EMERGENCIES only outside office hours you should call 01709 376711

GAS LEAKS should always be reported immediately to TRANSCO on 0800 111 999. Transco will advise you what action to take until they can call at your home.

What happens when you report a repair?

We will ask you for:

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

When will the job be done?

When you request a repair, and the work is ordered, we will make an appointment with you. The appointment will be for either the morning or afternoon on a convenient day. We give every repair a priority:

Non Urgent

Non urgent repairs are things that we must put right, but don't cause a risk to your health or safety. We will put the problem right within **4 weeks** of you reporting it to us. Examples of normal jobs might be:

- repairs to paths to remove any tripping hazard.
- joinery repairs – repairing an outside doorframe.
- leaking gutter or down pipe which is affecting the structure of the building.

Some non urgent maintenance work may be batched and put into a programme of work, along with similar repairs, and dealt with at a later date. Doing some work in this way gives value for money.

Urgent

We will complete this work within **5 working days**. Examples might be:

- a partial communal lighting failure that wasn't a health and safety issue
- a broken window that wasn't a security issue

Emergency

We will do these repairs within **24 hours (4 hours if there is a risk to life and limb)** of receiving a report. This covers jobs which may cause a danger to you or other residents if left for a long time. Examples might be:

- loss of electricity to the block (except for power cuts).
- flood or seriously leaking pipe

Making sure you get a good service

Don't forget that the cost of repairs will normally be shared between you, the council and other leaseholders in your block. It is important that we all get value for money from the repairs service. If the job is not done properly, or is not done within the time given above, then please let us know.

Repairs to your own flat

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

If you, or someone you have employed, are carrying out repairs inside your flat you must make sure that no damage is done to shared services or the structure of the block. You will be liable for any damage caused to the landlord's property and you will have to pay to have it put right. If you are in any doubt about work you intend to carry out, contact your Local Housing Office for advice. They will decide if an inspection is required. You must not continue with the work if you are told to stop.

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

Doing your own alterations

As a leaseholder you have the right to improve your home, but for some improvements you will need written permission from us. This is because, as landlord, we have an investment in the block and a responsibility to the other residents. We will not refuse permission unless we have a good reason. You may also need to get planning permission and building consent before starting work. We do not need to know about minor work such as decorating, but we do need to know about any alterations which affect walls, windows, doorframes, plumbing and electrical services.

The outside window frames belong to the landlord. You must not replace your windows unless they comply with our design and specification and we have given you permission in writing.

What sort of alterations do I need permission for?

- any addition or change to the structure or services in your home
- aerials or satellite dishes
- outside decoration (the type of paint may need approving so that it's compatible with future paints that we may use).

How do I get permission?

Write to your Local Housing Office (see the list at the front of this booklet) where the Area Technical Office/Repair Planner will deal with your request. You will need to say exactly what you want to do and include a drawing or plan. We may need to visit your home to see what you intend to do, before we can make a decision.

We will respond to your request within ten working days of receiving it. If we refuse permission we will tell you why. You then have the right to appeal.

Any appeal will need to be made in writing and addressed to the Leasehold Manager at Norfolk House, Walker Place, Rotherham, S65 1HX.

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

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

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

Grants you can get for improvements

Sometimes you can get financial help from the Council towards the cost of home improvement work. The rules regarding grants are complex and the council have produced a leaflet which explains fully what is available and the criteria applicants have to meet to obtain such help. The leaflet called "Private Sector Housing Assistance Policy" is available at your Local Housing Office.

For more information please contact the Housing Grants Unit on (01709) 823799, or write to them at Housing Grants Unit, Norfolk House, Rotherham S65 1HX.

Help for leaseholders from the Home Energy Advice Team

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

If you would like more information about saving energy, keeping warm, free grants or the other schemes that are available please contact the Home Energy Advice Team. The Energy Team can be contacted on:

Paul Maplethorpe

(01709) 334964 or freephone 0800 073 1311
paul.maplethorpe@rotherham.gov.uk

Ron Patrick

(01709) 334964 or freephone 0800 073 1311
ron.patrick@rotherham.gov.uk

6. MANAGEMENT OF YOUR BLOCK

Living in a flat

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

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

Remember that under your lease agreement you have a duty not to cause a nuisance or annoyance to your neighbours. You are also responsible for making sure that your family, visitors, lodgers or sub-tenants do not annoy your neighbours.

Shared areas and services

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

If you have shared grounds and drying areas around your block, we will maintain these during the year. This includes grassed areas, borders, paths, trees and drying areas.

You and your neighbours

As a leaseholder with Rotherham Borough Council, you have the right to enjoy your home in peace and quiet, and your neighbours have the same right. If you cause a nuisance or annoy your neighbours you are breaking the terms of your lease agreement. **You may also be breaking the law.** If you have a problem with your neighbours the first thing you should do is talk to them. They may not realise that they are causing you a problem – so be friendly and do not lose your temper.

Noise – how we can help

If you cannot sort out your problem by talking to your neighbour then you should talk to your Local Housing Office. They will be able to tell you about your rights and explain what we can and cannot do to help. In most cases we will talk to your neighbour about the problem. We can also send a written warning if we feel it is needed and will help the situation.

If the situation is serious you will need to keep a diary recording the nuisance. We can give you a form to keep a diary record on. In nuisance cases we usually need these records as evidence if we are to go to court. We will always try to take action

where there is good evidence of serious nuisance, and a council tenant or leaseholder is the victim (or the cause) of the nuisance. However, there is little we can do if you don't collect this evidence. Legal action is used as a last resort as it could mean that the person causing the nuisance is evicted from their home. You may need to go to court to give evidence if the case went that far. You could also take legal action yourself by asking the County Court to grant an injunction to stop the noise, if you can prove your health, comfort and convenience have been affected. To do this you would need to see a solicitor. As a first step you could talk to the Citizens Advice Bureau.

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

Harassment

If you or anyone living in your home is suffering harassment from a neighbour tell your Local Housing Office. We will try to help you. You may need to collect evidence in the same way as we described for noise nuisance, above.

You must also make sure that you, your family or any visitor to your home does not cause harassment to your neighbours. This includes:

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

Racial harassment

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

If you are the victim of racial harassment, talk to your Housing Office. You should also think about telling the police.

Vandalism and graffiti

We need your help to stop vandalism and damage. You should report any incident to your Local Housing Office (we will treat all reports confidentially) and to the police. Vandalism is a crime. It costs money to repair damage and remove graffiti. It also makes your estate or your road a less pleasant place to live for everyone.

Pets

If you have a pet, you must make sure that it is kept under control and does not annoy neighbours. This is a condition of your lease. If your pet does cause a nuisance, we will ask you to control its behaviour or if this does not solve the problem, to find a new home for your pet. If you are thinking of getting a pet you should think carefully whether it is suitable for living in a flat. If you are having problems with dogs (your own or someone else's), you can ask the Council's dog warden to help. See the list of useful contacts at the end of this booklet.

Gardens

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

If there are open plan areas round your block we will maintain them, but you can help by not dropping litter and not parking on the grassed areas. Remember that you pay service charges towards maintaining the shared areas so please help us keep maintenance costs down.

Satellite dishes

If you want to fit a satellite dish on the outside of your flat you must get our permission in writing. We will not normally refuse as long as it is installed properly. You may also need planning permission. See the section on 'Doing your own alterations' which explains how you go about getting permission from us.

Car parking

Some blocks of flats and maisonettes have shared parking areas. Some flats and maisonettes have their own driveway to park on. Parking in shared areas is 'first come – first served'. No one has their own parking space.

Please consider others when you park:

- Do not cause an obstruction, you could prevent emergency vehicles from getting through.
- Do not park on the footpath, it is against the law.
- Do not park in your garden unless you have a hard standing and a dropped-kerb.
- Do not park lorries, trucks or caravans in shared parking areas.

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

Sensible use of shared parking areas helps you and your neighbours – talk to your Local Housing Office if someone is causing a nuisance in your parking area.

Garages

Near most blocks of flats we have garages to let. In some areas there is a waiting list for garages. If you want to rent a council garage ask your Local Housing Office for details.

Refuse

We will take away all normal household rubbish as part of the weekly wheeled bin collection service. If you have bulky items such as old furniture, you can take it to one of the Council's Household Waste Recycling Centres. These are found at Car Hill, Greasbrough; Lidget Lane, Bramley; Warren Vale, Rawmarsh and Magilla, Common Road, North Anston.

Alternatively you can ask for it to be collected by ringing the Council's Bulky Waste Collection service. For more information, or to arrange a collection, contact the Waste Management Unit on (01709) 336003.

Recycling

We produce over 120,000 tonnes of waste in Rotherham each year, enough to fill Rotherham United's Millmoor ground twice! And it continues to GROW! The majority of the waste we produce, including everything householders put in their wheeled bins is sent to Landfill (big holes in the ground) for disposal. However increasingly it is being recognised at a National and European level that we need to have a more sustainable approach to how we manage our waste. In fact the Government has introduced a number of measures aimed at encouraging local councils to reduce the amount of waste it sends to landfill. Most of those measures mean it will cost the council and ultimately you as a council tax payer more to continue to bury our rubbish. So it's in all our interests to do our bit to reduce the amount of waste we send to landfill.

Rotherham Council has developed a number of recycling schemes aimed at increasing the amount of waste we recycle:

- **The Blue Bag scheme** - for the collection of waste paper
- **The Blue Box scheme** - for the collection of glass, aluminium and steel cans and textiles
- **Home Composting scheme** – to encourage the home composting of biodegradable waste
- **Bring Sites** – there are 50 such sites in Rotherham with banks for glass, textiles, paper and cans

If you want more information on recycling you can write to them at Waste Management, Environment & Development Services, Howard Building, College Lane, Rotherham S65 1AX, ring them on 01709 336003, or email them on recycling@rotherham.gov.uk

Rats, mice and other pests

If you have rats, mice, fleas, cockroaches or any other type of household pest in your home you should contact the council's Pest Control service by ringing (01709) 838290. There is no charge for dealing with Rats or Cockroaches but there is a charge for dealing with other pests which aren't a public health risk. You will be told of the scale of charges when you contact Pest Control.

Condensation

Condensation can be a problem in flats and maisonettes if you do not have proper ventilation. This can be unpleasant to live with and can damage plaster, decorations and window frames in your home. Condensation often causes black mould which can spoil walls and ceilings, and also clothes, curtains and carpets. Condensation happens when moist air meets a cold surface, such as a window or a cold wall. Double-glazing and cavity-wall insulation help to reduce the problem by keeping inside surfaces warmer, but you may still get condensation if the air in your home is too moist. The moisture in your flat comes from everyday things such as cooking, washing, hot baths and drying clothes indoors.

To limit condensation:

- Try to make sure that there is enough constant heat in your home so there are no cold surfaces for moisture to settle on.
- Try to make sure that there is some ventilation in each room by opening windows or by turning on extractor fans if you have them. When cooking, put lids on saucepans, close the kitchen door and open a window or turn on the extractor fan.
- Try to dry clothes outside if possible. If it has to be done indoors, keep a window open and make sure your tumble drier is vented to the outside.
- When running a bath, run the cold water before the hot to reduce the amount of steam, and keep the bathroom door closed. Afterwards, keep the window open and leave extractor fans running until the walls and windows are dry. Don't let the moisture escape into other rooms.
- Paraffin and Liquid Petroleum Gas heaters give off water vapour as they burn and make condensation worse. Paraffin heaters can also be dangerous. Avoid using them. You can get a leaflet about dealing with condensation from your Local Housing Office.

Insurance

Who insures my home?

The Housing Acts state that the Council as landlord is responsible for insuring the structure of the building including your property. Therefore we would be required to rebuild or reinstate the property in case of destruction or damage by events such as fire, storm and flood. Your service charge includes an amount for insuring the building. A copy of the Insurance document which shows what is, and is not covered, is available on request. If you need to make a claim on the Council's buildings insurance you can obtain a claim form from your Local Housing Office.

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

What if I do not have home contents insurance?

If you do not have home contents insurance you are taking a big risk. Suppose you had a fire, a flood or a break in. Could you afford to replace your furniture, clothing and belongings? What if you live in an upstairs flat or maisonette and your bath overflowed and flooded your downstairs neighbour? You would be responsible for the damage, but could you afford to pay if your neighbour took you to court?

What will it cost?

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

The Council run a very successful Home Contents Insurance scheme for tenants and have negotiated advantageous rates with a leading insurance company. The scheme is now open to you as a leaseholder. If you would like further information about the Council's scheme, please contact your Local Housing Office or telephone (01709) 336570 for an application form.

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

Gas Servicing

Getting your gas appliances serviced regularly is essential. Failure to ensure gas appliances are maintained could result in loss of life. Boilers and other appliances should be given an annual service by a CORGI registered engineer. If you are sub-letting your home, you also need to consider Regulation 36 *Duties of Landlords* of the Gas Safety (Installation and Use) Regulations 1998 (GSIUR). The requirements are split into two separate duties. One for maintenance of relevant gas appliances and flues, the other is for annual gas safety checks. Landlords are also responsible for maintenance of the gas installation pipework and this duty can be demonstrated by requesting that the gas operative also carries out a gas tightness test at the time of the annual gas safety check. Recent high profile prosecutions of landlords who have breached the gas safety laws have highlighted the issue of tenant safety. Prosecution could result in you facing a maximum penalty of £5,000 for each offence. If the case is referred to the Crown Court, the maximum penalty may be an unlimited fine or even imprisonment. If you would like more information, please contact CORGI on 0800 9150485 or visit their website on www.trustcorgi.com

2010 are able to provide you with an annual and emergency gas service at a competitive price. For full details of this service, please contact 01709 822284.

7. SERVICE CHARGES

Why do I have to pay service charges?

When you bought your lease, in effect you became a 'shareholder' in the building your flat is in. This means that you have a responsibility to pay your share of the cost of maintaining and managing the building. If you owned a freehold house you would have to pay all the costs of running your house. As a leaseholder you share those costs with your landlord and other leaseholders. If you have not owned a home before the cost of running it can come as a shock.

As your landlord we have a legal duty to maintain the building and charge you your share of the cost. We also have to pay our share. The costs are shared equally among all the flats in the block (unless a specific cost belongs only to one flat or to part of a block). For example, if there are 6 flats in your block and 4 of them are rented to council tenants and the other 2 are leaseholders, each leaseholder will pay a sixth of the cost and we will pay 4 sixths for our tenants. (The rent that council tenants pay covers the cost of repairs to council homes.)

Because we are a social landlord we have to maintain our blocks of flats to a good standard. This means that we have to spend money on keeping them in a good state of repair. Sometimes we may spend more than a private landlord would because we have a duty to our tenants to provide them with good homes. If we did not spend this money the flats would deteriorate and your flat would be worth less if you wanted to sell the lease. It would also become less pleasant to live in. We try to bear in mind that some of everything we spend has to be charged back to you and other leaseholders. Some leaseholders would rather we did not spend any money at all. But if we did this we would not be fulfilling our obligations to our tenants and your investment in your home would suffer. Because we maintain more than 21,000 homes we get 'economy of scale' on our repairs contract and we have access to the council's in house specialists like architects and surveyors to help look after your home. Government regulations covering contracts make sure that our contractors give value for money.

How are Service Charges made up and what's the difference between pre and post 1987 leases?

If you buy a council flat as a secure tenant under the Right to Buy, we have to tell you how much your service charges are likely to be in the first five years. We do this by thinking about what we are likely to have to do to your block in this time and estimating how much it is likely to cost. Once we have estimated your repair and improvement costs for the first five years, we cannot charge you more than this, except for an allowance for inflation. If we find we have over-estimated, we will only charge you what it actually cost. This is called the five-year 'protection period'. This five-year protection period applies to repairs and improvements from the date the first buyer buys the lease. If you sell the lease within this time the next buyer is entitled to what is left of the five-year protection period. There is not a new five-year period each time the lease is sold on.

Leases which have been **created since 1987** have their annual service charge calculated on a five year cycle. A number of factors have to be taken into account to calculate annual service charges:

- Estimated repair, maintenance and improvement costs for your block during the coming five years (for example outside painting, window replacement, communal lighting costs and so on).
- Administration and management fees (our management costs i.e. office & staff costs, administering service charges & insurance, responding to enquiries etc.)
- Service costs – such as cleaning of communal areas, communal electricity, lifts, Rothercare and communal TV aerial equipment – where applicable.
- Buildings Insurance for your block

All these elements are added together to produce an annual service charge. The service charge accounts are sent out each year on 1 October and cover the period 1 April that year to 31 March the following year. At the end of the first and each subsequent five year period the service charges are reassessed. In addition, we also carry out a reconciliation of the previous 5 year repair & improvement charge by comparing what has actually been charged against what has actually been spent. If we have spent more than had been originally estimated we shall invoice you for the difference but if we have spent less than anticipated you are entitled to have the difference refunded. You will get a copy of the reconciliation document itemising the work carried out and what each job has cost so you can see where your money has been spent.

If your lease was formed **prior to 1987** your service charges are calculated differently in that they **do not include a charge for repairs and improvements**. Consequently if you hold a pre 1987 lease you will receive separate accounts for your share of the costs for repair and improvement as and when they arise.

Ground Rent

A separate account for your Ground Rent (at present set at £10.00 a year under the Housing Act 1985) is sent out annually by the Council's Corporate Finance section.

Your right to be consulted

The Commonhold and Leasehold Reform Act 2002, has changed upon what and how we legally consult with you. The Act says we have to consult you before:

- We carry out *Qualifying Works* (repairs or improvements) on your building which would result in individual leaseholders being charged more than £250.00
- We enter into a *Qualifying long term Agreement* (an agreement lasting more than 12 months for the provision of services, e.g. cleaning, waste management) which would result in individual leaseholders being charged more than £100.00 a year.

We have a duty to consult in writing, both with individual leaseholders and with recognised Tenants And Resident Associations (TARA's), should one exist. Whilst the legislation is designed to ensure that proper consultation is carried out, it also has the effect of limiting what costs we can recover from you – no more than £250 for Qualifying Works and a maximum of £100 for Qualifying Agreements. In some circumstances, for example a requirement to carry out work to resolve an emergency, we can seek dispensation from the consultation procedure by applying to the Leasehold Valuation Tribunal (LVT). If you would like more information regarding leaseholder consultation, please contact LEASE on 020 73745380 or visit their website on www.lease-advice.org. LEASE, The Leasehold Advisory Service, is funded by the Government and provides free legal advice to leaseholders.

Paying your Bill

You have two options for paying your bill:

- You can pay the full amount within 28 days
- Arrangements can be made to pay the account in instalment by contacting the Council's Sundry Accounts Section on (01709) 823208. They will be happy to discuss a payment pattern with you.

You also have a choice of ways to pay:

- **At a Local Housing Office** - By cash, cheque or postal order.
- **At a Bank** – Bank Standing Order some banks may charge a fee
- **At a Post Office** – A counter fee may be payable.
- **By Telephone** – Telephone 01709 336810 and follow the instructions given.
- **Via the Internet** – Go to www.rotherham.gov.uk and follow the link to online payments.
- **By Post** - Using a cheque or postal order. **DO NOT POST CASH UNLESS YOU USE REGISTERED POST.** Please send cheques or postal orders, made payable to Rotherham Borough Council, to Executive Director of Resources, Civic Building, Walker Place, Rotherham, S65 1UE.

If you have problems paying your service charges

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

First of all you should see if you are entitled to any benefits. Leaseholders cannot get Housing Benefit but you may be entitled to Council Tax Benefit and perhaps Income Support. See the section on 'Claiming Benefits'.

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

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

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

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

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

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

If you have any problem paying your service charge bill please contact Sundry Accounts on (01709) 823208.

Loans under the Housing (Service Charge Loans) Regulations 1992

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

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

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

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

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

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

You can take out a loan for a shorter period if you want. Interest is charged on the loan and there is an administration charge which is added to the cost of the loan. Ask our Customer Finance section for the interest rates (these rates can change).

What if I don't agree with my charges?

We will always try to work out your charges properly and fairly, but if you think we have made a mistake please do the following:

- First of all contact our Customer Finance section straight away – they will look at your account again and make sure it is correct.
- If you are still not happy with what they tell you, write to the Leasehold Manager at Norfolk House, Walker Place, Rotherham, S65 1HX, and give your reasons (you need to be clear exactly what charges you don't agree with and why). This is classed as stage 1 in the complaints procedure (see page 32 for further details)
- If you still think you are being charged unfairly, you will be able to apply to an independent **Leasehold Valuation Tribunal**.

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

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

You cannot appeal to a tribunal if:

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

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

The tribunal can charge up to £500 to hear your case. They may decide not to charge you costs, or they may decide to charge costs against us. They are more likely to charge you costs if they think your claim is unjustified. If you want your service charges to be considered by a Leasehold Valuation Tribunal, tell us – we will tell you how to go about it.

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

What happens if I don't pay my charges?

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

If you refuse to pay your charges you are breaking the contract and we can go to court to ask to have your lease 'forfeited'. If the court decides that you have seriously broken the terms of your lease it may end the lease and give us possession of your flat. You would lose your home and would not usually get any payment or compensation.

If you have a loan from a bank or building society we would tell them before we started legal action. As they have a legal interest in the property they could decide to pay the bill themselves and then take their own legal action against you.

If you have problems paying your charges we will always try to help (as we explain on pages 25 to 26). But if it becomes clear that you are making no effort to pay your charges we can:

- first, apply to a Leasehold Valuation Tribunal for a decision that your charges are fair
- then apply to the court for your lease to be forfeited and repossess your home.

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

8. CLAIMING BENEFITS

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

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

Claiming Income Support

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

- management fees
 - insurance
 - minor repairs
 - cleaning shared areas
 - interest on service charge loans.
- Income Support does not pay for:
- major repairs*
 - improvement work*
 - heating provided by the landlord.

*You can get Income Support to pay the interest on some loans for major work and improvements, but the rules are complicated – ask for more details if you think you may qualify.

If you think you may be entitled to Income Support contact your nearest Benefits Agency office. (see useful numbers at the back of this guide)

Council Tax Benefit

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

Second Adult Rebate

If you have to pay Council Tax and the only person living with you is on a low income or is ignored for Council Tax purposes, you may be able to get another type of Council Tax benefit called Second Adult Rebate. This is only if the other person living with you is not your partner or spouse or a joint tenant. However, the rules are complicated so if you are unsure, phone our **Benefits Services on (01709) 382121** or the **Welfare Rights Service on (01709) 822448**

If you put in a claim and qualify for Council Tax Benefit you will be paid either Council Tax Benefit or Second Adult Rebate, whichever is higher.

How do I claim Council Tax Benefit?

If you claim Income Support, the Benefits Agency should give you a form when you apply to them for benefit. You will still need to fill in the Council's benefit application form. Council Tax Benefit only lasts for one year and then you have to reapply, even if you are on Income Support. *Do not ignore the re-application form which will be sent to you or your benefit will stop.*

If you think you may be able to get Council Tax Benefit you should:

- call into **Benefits Services, Civic Building, Walker Place, Rotherham, S65 1UF**; or
- phone **Benefits Services on (01709) 382121**
- write to **Benefits Services, RBT (Connect) Ltd, Civic Building, Walker Place, Rotherham, S65 1UF**

Council Tax “reductions” and “discounts”

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

Single person discount

If there is only one adult living in your flat your Council Tax bill will be reduced by 25%.

There are some people who will not be counted when looking at the number of adults living in a home, so if you live with an adult who is ‘discounted’ for Council Tax purposes you should still get Single Person Discount.

Disability reduction

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

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

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

For more information contact **Benefits Services** either by ringing them on **(01709) 382121** or by writing to them at **Benefits Services, RBT (Connect) Ltd, Civic Building, Walker Place, Rotherham, S65 1UF**.

9. THE LEASEHOLDERS' FORUM

Everyone who owns the long lease of a flat or maisonette within a Council owned building is welcome to come along and join the Leaseholders' Forum.

The Forum is designed to provide a platform for discussion surrounding everything involved with your leasehold tenancy, but has the specific aims of:

- Improving communication between leaseholders, 2010 and the Council.
- Acting as a consultation forum for all issues and services affecting leaseholders.
- Give leaseholders the opportunity to become involved in the development of service improvements that affect them.
- Helping to achieve good value for money.

The Forum meets on a regular basis and all leaseholders will get written notification of the meeting arrangements.

10. LEASEHOLDERS' NEWSLETTER

As well as receiving "Round Your Place" the Council's newsletter for tenants and leaseholders, all leaseholders also receive their own newsletter devoted entirely to leasehold issues. It aims to keep you updated on all issues that may affect you as a long leaseholder.

11. JOINING A TENANTS & RESIDENTS ASSOCIATION

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

What is a Tenants' and Residents' Association?

This is a group of local people who come together to put forward the views of tenants or residents in an area. An association raises issues with its members and works with the Council to solve local problems. The sort of issues that groups get involved in includes:

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

Why form an association?

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

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

Getting started

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

What if I do not want to join an association?

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

We recognise that many people have busy lifestyles and that not everyone can devote the time to attend meetings. We conduct postal surveys, telephone surveys, contact people via email and have even considered texting people on their mobile phones. Whilst all this is fine we have found that people usually have a preferred method by which they would like to be contacted and often have firm views on what is of interest to them and what isn't.

We have therefore developed the **Key Player Initiative**, designed to let you have a say on the policies and issues that affect you in ways that suit you best. For more information on the Key Player Initiative give the Tenant Involvement Unit a ring. They will be only too pleased to explain how it all works and what you need to do to register for the scheme.

If you would like more information about setting up a Tenants and Residents Association or you would like to know more about the Key Player Initiative please contact the Tenant Involvement Unit on (1709) 336800/1/2. Alternatively you could write to them at Tenants' Resource Centre, FREEPOST NEA 9249, Rotherham, S60 3BR NO STAMP NEEDED, or email them at tiu@rotherham.gov.uk

12. CUSTOMER SERVICES – HAVING YOUR SAY

Our Promise to you

Our aim is to make our service to you as good as it can be so we will:

- Treat you fairly and with respect
- Deal with your enquiries and complaints thoroughly, quickly and honestly
- Listen carefully and make a note of the issues you raise
- Be sensitive, discreet and respect your privacy
- Give you clear and relevant information
- Make our Buildings and services easy to find and use
- Make sure our services meet your needs by listening to what you say
- Improve our services by involving you and staff in setting and monitoring standards
- Give staff the skills, training and support they need to put you first

Please tell us if you have special communication needs. For example, if you are deaf, blind or cannot speak or read English. If you don't understand something we tell you, please ask for help.

Customer Suggestion Scheme

You can make suggestions about anything that you feel would improve our service through the Customer Suggestion Scheme. Awards and prizes are given for the best suggestions. You can make your suggestions via the feedback form available on the 2010 website.

Complaints

We want to provide good quality services for everyone. If things go wrong we need to know about them, so we can put them right. We will use complaints in a positive way so that we learn from mistakes and improve our services to you.

You can make a complaint when you are not happy with the standard of service you have had from us.

You can make an official complaint to the Leasehold Manager;

- In Person.
- By phone on 01709 823488.
- In writing.
- By email at – 2010complaints@rotherham.gov.uk
- By visiting our website and completing a feedback form – www.2010rotherham.org

We will investigate and deal with complaints thoroughly and quickly and make sure you know what is going on at all times. We will treat your complaint as confidential.

The procedure

Stage 1 - Response from the line manager

You will receive a full response within 10 working days or we will send you a letter explaining why there is a delay and saying when you will receive a full response.

The response will give you the chance to have your complaint dealt with in the second stage of the complaints procedure if you are still unhappy.

Stage 2 - Investigation by senior independent officer

We will contact you to arrange an interview and give you a full written response within 20 working days of us receiving your letter, or we will tell you about any delay and give you a new date for when you should receive a response. The response will give you the chance to send your complaint to the final stage of the complaints procedure.

Stage 3 - Complaints review panel meeting

A date will be set for the hearing within 20 working days of your letter, but at a time that is convenient for you to attend. We will send you a summary of your complaint and also send this report to the members of the panel. You will receive a full written report of the panel's decision within five working days of the hearing.

Solutions

If your complaint is accepted we will apologise, explain what went wrong, provide the service you are entitled to and change procedures so that the mistake is not repeated.

If you are not satisfied with how your complaint is being handled at any time during the procedure, you can complain directly to the Local Government Ombudsman at:

The Local Government Ombudsman
Beverley House
17 Shipton Road
York YO30 5FZ.
Phone: 01904 663200
Fax: 01904 663269

If your complaint is about service charges, you can make an application to a Leasehold Valuation Tribunal. Their contact details are on page 52 of this booklet.

Treating You Fairly

We promise to treat all people fairly. We are committed to ensuring that no individual or group is disadvantaged in the service they receive.

- There will be no discrimination against anyone on the grounds of race, colour, gender, marital status, disability, appearance, sexual orientation, lifestyle, perceived or real HIV status, religion or social background.
- Under no circumstances will harassment be tolerated
- Services and service provision will be continuously reviewed and developed to meet the needs and requirements of all sections of the community
- We will make every effort to meet any special needs and ensure the service provided is equitable and accessible to all.

Compliments

If you are pleased with the service we have provided we would like you to tell us. Just as a complaint can let us know when we are getting things wrong, a compliment can reassure us that we are getting things right.

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

13. UNDERSTANDING YOUR LEASE

Your lease – what it says, and what it means

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

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

- Lessee** This means you - the leaseholder.

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

- Demised Premises** This is your flat, and any gardens or outbuildings for your own use, which are mentioned in the lease.

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

The following paragraphs are taken from the lease in the order they appear. The first paragraph (in Italics) is what your lease says, and the following paragraph explains what it means.

What your lease says ...

This lease made the day of Two thousand and [] BETWEEN ROTHERHAM BOROUGH COUNCIL of Civic Building Walker Place Rotherham S65 1UF (hereinafter called "the landlord" which expression shall where the context so admits include its successors in title) of the one part and [][] Rotherham in the County of South Yorkshire (hereinafter called "the tenant").....

What it means ...

This is a lease for a flat, completed on [date] and is between Rotherham Borough Council (called "the landlord" in this lease) and [your name] (called "the Tenant" in this lease).

Please note - In the rest of our plain English explanations, we call the council 'we' and the leaseholder 'you' The paragraphs (clauses) are numbered the same here as in the lease.

What your lease says - Paragraph 1

WITNESSETH as follows:-

- 1. In consideration of the sum of [] pounds paid by the Tenant to the Landlord (the receipt whereof the Landlord hereby acknowledges) being the sum which the parties have agreed is the price payable under Part V of the Housing Act 1985 in the exercise by the Tenant (who is a secure tenant within the meaning of that expression as used in the said Act and who has given the Landlord notice claiming to exercise his right to buy under the said Act) of his right to buy and in consideration also of the rents and covenants hereinafter contained and those implied by statute herein the Landlord hereby demises unto the Tenant*

ALL THAT [] floor flat situate and known as Number [], Rotherham in the County of South Yorkshire TOGETHER WITH all conducting media which are laid in any part of the Building within which the Property is situate and serve exclusively the Property ALL WHICH property is shown on the plan annexed hereto and thereon edged red (hereinafter referred to as "the Property") TOGETHER WITH the rights set out in Schedule II hereto EXCEPT AND RESERVING unto the Landlord the rights set out in Schedule III hereto TO HOLD unto the Tenant for a term of One hundred and twenty-five years from the day of Two thousand and [] to the intent that the existing tenancy of the Tenant shall merge and be extinguished in the said term SUBJECT TO the matters set out in Schedule I hereto YIELDING AND PAYING THEREFOR the yearly rent of Ten pounds on the First day of April in each year in advance

What Paragraph 1 means...

The Council acknowledges receipt of your money for the purchase of your flat under the Right to Buy scheme.

We lease to you the property (including the services) as shown on the plan edged red, but it is subject to you complying with the terms of this lease. You have the rights listed in Schedule II, but we have the rights listed in Schedule III.

You now have a lease of 125 years from the date entered, and your old tenancy with us no longer exists. For this you pay a yearly ground rent of £10, which is due a year in advance every 1st of April.

What your lease says - Paragraph 2

Paragraph 2 (1-18) sets out the list of things you agree to do.

What paragraph 2 (1) says...

2. *The Tenant hereby covenants with the Landlord as follows:-*

- (1) *To pay the said rent on the First day of April in each year without any set-off or deduction whatsoever (except if required by law)*

What paragraph 2 (1) means...

You agree to pay us the £10 ground rent on 1 April each year without any deductions from that sum.

What paragraph 2 (2) says...

- (2) *To pay to the Landlord without any deduction by way of further and additional rent a reasonable part of the cost of repairs (including the making good of any structural defects) maintenance insurance the provision of services (if any) by the Landlord and the costs of management of the said Building of which the Property forms part and improvements (including alterations and additions) carried out by the Landlord to the Property of the said Building or land forming the curtilage thereof (if any) such further and additional rent (hereinafter called "the Service Charge") being subject to the following terms and conditions:-*

What paragraph 2 (2) means...

You must pay all charges, which become due for your leased flat, in addition to your rent. Also, you must pay your service charge, which is your share of all costs and expenses for the block your flat is in.

What paragraphs 2 (2) (a-h) say...

These paragraphs deal with the service charge you pay

- (a) *The amount of the Service Charge shall be ascertained and certified by a Certificate (hereinafter called "the Certificate")*

signed by the Landlord's Director of Financial Services at the end of each period of Five years of the said term and as soon after the end of each of the said Five year periods as may be practicable and shall relate to such period in manner hereinafter mentioned

- (b) The expression "Five year period" shall mean the period from the First day of April in one year to the Thirty-first day of March five years later*
- (c) The first Five year period shall commence on the First day of April Two thousand and []*
- (d) The Service Charge shall be calculated at the beginning of each Five year period on the basis of the Landlord's estimate of the expenses and outgoings and the cost of improvements as aforesaid likely or to be incurred by the Landlord during such Five year period*
- (e) The proportion of Service Charge payable by the Tenant during each Five year period by way of further rent shall be ascertained by dividing the Service Charge by []*
- (f) The further rent in respect of the Property shall during each five year period be payable by annual equal instalments in advance on the First day of April in each year the first payment of the further rent to be made together with and including an apportioned part thereof in respect of the period from the date hereof to the First day of April Two thousand and []*
- (g) The Landlord shall have the right (but only after the expiration of the first five year period) to increase some or all of the annual payments of further rent in any five year period in event of the*

occurrence of major works or repairs being required to the said Building which were unforeseen at the time of the Landlord's estimate made in accordance with sub-clause (2)(d) hereof

(h) As soon as practicable after the date of the Certificate the Landlord shall furnish to the Tenant an account of the further rent payable by the Tenant for the five year period in question due credit being given therein for all instalments of further rent paid by the Tenant and upon the furnishing of such account showing such adjustments as may be appropriate there shall be paid by the Tenant to the Landlord any balance of further rent found payable or there shall be allowed by the Landlord to the Tenant any amount which may have been overpaid by the Tenant as the case may be

What paragraphs 2 (2) (a,b,c,d &e) mean...

We will issue a certificate detailing your service charge, and you will get one of these every five years as soon after 1 April as possible. Periods start on 1 April, and the service charge will be estimated by us to cover items such as expenses, outgoings and maintenance for the five-year period ahead.

The figure in paragraph (e) tells you your service charge is a proportion of the number of flats in your block.

What paragraph (f) means...

Your service charge will be payable by equal yearly payments, in advance, and on 1 April. The date given tells you the first date a payment is due.

What paragraphs (g & h) mean...

We have the right to increase your service charge if any major repairs are necessary which could not have been foreseen when we estimated the charge. We shall give you a service charge account and tell you if you have paid too much or too little. If you have not paid enough we shall give you an invoice, if you have paid too much we shall give you a refund.

Paragraph 2 (3)

What paragraph 2 (3) says...

- (3) *That if within Three years from the date hereof there shall be a disposal within the meaning of Section 159 of the said Act the Tenant will pay to the Landlord on demand the sum of [] pounds (£) reduced by one-third of that amount for each complete year which shall elapse between the date of this lease and the date of that disposal PROVIDED NEVERTHELESS that if there shall be more than one such disposal the Landlord shall be entitled to demand payment only on the first one.*

What paragraph 2 (3) means...

If you sell your flat within three years of you buying it, then you will be asked to repay some of your discount back. The amount you pay back will be one third for each complete year that remains. So, if you sell after only a year, you will be asked to repay two thirds of the discount back to us. If you sell after two years, then you will be asked to repay one third back and, after three years, you may sell, and will not be required to pay any discount back.

This only applies to the first person to buy the flat from us, which is the person who bought under the Right to Buy provisions.

Paragraph 2 (4)

What paragraph 2 (4) says...

- (4) *To pay all existing and future rates taxes assessments and outgoings whatsoever now or hereafter charged or imposed upon the owner or occupier in respect of the Property or payable by the owner or occupier in respect of the Property except only such as the Landlord is by law bound to pay notwithstanding any contract to the contrary*

What paragraph 2 (4) means...

You must pay any Council Tax or other taxes that may be due now, or at any time in the future.

Paragraph 2 (5)

What paragraph 2 (5) says...

- (5) *To keep the interior of the Property in good and tenantable repair and condition the said interior to include the items set out in Schedule IV hereof.*

What paragraph 2 (5) means...

You must maintain the interior of your flat to a reasonable standard, at least the items listed in Schedule IV.

Paragraph 2 (6)

What paragraph 2 (6) says...

- (6) *To permit the Landlord and its duly authorised surveyors and agents with or without workmen upon giving one weeks previous notice in writing from time to time to enter the Property and every part thereof at reasonable times in the daytime to examine the state and condition thereof and thereupon the Landlord may serve on the Tenant notice in writing specifying any internal and decorative repairs necessary to be done*

What paragraph 2 (6) means...

You must allow us to enter your flat on occasions to survey its condition. We will only do this at a reasonable time during the day, and only after giving you at least a weeks notice in writing.

If we find there are repairs to be carried out, then we will write to you telling you what needs to be done.

Paragraph 2 (7)

What paragraph 2 (7) says...

- (7) *Not to make any structural alterations or structural additions to the Property or any part thereof or remove any Landlord's fixtures without the previous consent in writing of the Council such consent not be unreasonably withheld*

What paragraph 2 (7) means...

You must not make alterations or additions to the flat (including the structure and fixtures and fittings) without first getting our permission in writing.

We will give you permission if the alterations are reasonable.

Paragraph 2 (8)

What paragraph 2 (8) says...

(8) *Not to use the Property or permit it to be used otherwise than as a private dwelling*

What paragraph 2 (8) means...

You must only use the flat as your private residence, and not use it for anything which could cause a nuisance to anyone else, or for illegal or immoral purposes.

Paragraph 2 (9)

What paragraph 2 (9) says...

(9) *Not to do or permit any act or thing whereby any policy of insurance of the Landlord may be rendered void or voidable or which may cause an increased premium to be payable in respect thereof or keep any explosive or dangerous substances in the Property*

What paragraph 2 (9) means...

You must not do anything that is not covered in our insurance policies, or allow anyone else to do such things. In particular, you must not keep (or allow anyone else to keep) any explosive or dangerous substances in or around your flat.

Paragraph 2 (10)

What paragraph 2 (10) says...

(10) *Not between 11.00 p.m. and 7.00 a.m. to play or use any musical or other instrument television radio wireless loudspeaker or device nor to sing or make any other noise on the Property which is audible outside the Property and not to do any other act or thing which may cause annoyance to the owners lessees and other occupiers of houses or*

What paragraph 2 (10) means...

You must not play or listen to music, or listen to television at a level that can be heard outside your flat between the hours of 11.00 pm and 7.00 am. This also includes any activity that would cause annoyance to other flat owners.

Paragraph 2 (11)

What paragraph 2 (11) says...

(11) At the determination of the said term peaceably to yield up to the Landlord the Property and all Landlord's fixtures and fittings (if any) in good internal repair (including decorative repair) in accordance with the covenants on the part of the Tenant herein contained

What paragraph 2 (11) means...

At the end of the 125 years that this lease runs, you must give the flat back to us, with any additions to the property and all the fixtures and fittings in good order.

Paragraph 2 (12)

What paragraph 2 (12) says...

(12) Not without the prior written consent of the Landlord to remove or require the removal by any person of any cable at present laid in under over or affixed to the Property and used for transmission of radio telephone or television or electronic signals

What paragraph 2 (12) means...

You must not remove, or ask anyone to remove, any cables which are in or around the flat. This means cables such as television, radio, telephone etc., can only be removed or moved with our written approval.

Paragraph 2 (13)

What paragraph 2 (13) says...

(13) To observe and perform all reasonable regulations and restrictions made by the Landlord for the proper management of the Building and notified in writing by the Landlord to the Tenant from time to time

What paragraph 2 (13) means...

We may write to you telling you of regulations that have been issued concerning the management of your flat. You must observe and carry these out.

Paragraph 2 (14)

What paragraph 2 (14) says...

(14) Within one calendar month after every assignment assent transfer or under-lease (otherwise than by way of mortgage) of the said Property to give notice thereof in writing with particulars thereof to the Landlord and to produce such assignment assent transfer or under-lease. To pay to the Landlord a registration fee of Ten pounds in respect of each such assignment assent transfer or under-lease

What paragraph 2 (14) means...

Anyone buying, under-leasing or inheriting the lease, must give a copy of the notice of assignment to us within one month of the transfer. The same applies to anyone gaining title by a court order or by letters of probate. The new owner must pay a registration fee of £10 to us.

Paragraph 2 (15)

What paragraph 2 (15) says...

(15) Not to keep or permit to be kept in the Demised Premises any animals birds (other than a caged bird) reptiles or other livestock without the prior written consent of the Lessor which shall not be unreasonably withheld and which if given shall be deemed to be by way of licence revocable at will

What paragraph 2 (15) means...

You must not keep (or allow anyone else to keep) any animals or birds unless you have written permission (a licence) from us. We can cancel the licence if we wish.

Paragraph 2 (16)

What paragraph 2 (16) says...

(16) To comply with and observe any reasonable rules and regulations

which the Landlord may make to govern the use of the Retained Premises Such rules and regulations may be restrictive of acts done in the Block of Flats detrimental to its character or amenities which the Landlord may make consistently with the provision of this Lease.

What paragraph 2 (16) means...

This is the same as paragraph 2 (13), but relates to regulations made for the other flats in your block.

Paragraph 2 (17)

What paragraph 2 (17) says...

(17) To pay all cost charges and expenses (including any professional fees) incurred by the Landlord in or about the preparation or service of a notice under Section 146 of the Law of Property Act 1925 (even if forfeiture is avoided otherwise than by relief granted by the Court)

What paragraph 2 (17) means...

You must pay our costs if we have to take legal action because you have broken the terms of this lease, unless the court decides that you do not have to pay costs.

Paragraph 2 (18)

What paragraph 2 (18) says...

(18) Not to commit or permit any act upon the Demised Premises which will or likely to cause a nuisance to any person residing in visiting or otherwise engaged in a lawful activity in any adjoining premises or in the locality of the Demise Premises

What paragraph 2 (18) means...

You must not cause or allow any nuisance to any residents or visitors to your flat, neighbouring flats or the surrounding area.

Paragraph 3 (a)

What paragraph 3 (a) says...

3. *The Landlord hereby covenants with the Tenant as follows:-*

(a) *That the Tenant paying the rent and further rent hereby reserved and performing and observing the several covenants on his part and the conditions herein contained or implied by statute shall peaceably hold and enjoy the Property during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for it*

What paragraph 3 (a) means...

As long as you continue to pay the ground rent and other charges, and keep to the terms of this lease, you are entitled to live in peace in your flat without interference from anyone, including ourselves.

Paragraph 3 (b)

What paragraph 3 (b) says...

(b) *To maintain and keep in repair the main structure and exterior of the Property and the said Building which repairs shall include the window frames external door(s) together with the boundary fences and walls erected by the Landlord and also including the making good of any structural defects.*

What paragraph 3 (b) means...

We will maintain and redecorate the main structure and the outside of the building.

Paragraph 3 (c)

What paragraph 3 (c) says...

(c) *To insure the Property and the remainder of the said Building and if required by the Tenant to produce for inspection the policy of insurance or if the Landlord shall undertake such risks at its own cost then the Landlord shall be entitled to charge the Tenant a reasonable sum in lieu of the cost of insurance.....*

What paragraph 3 (c) means...

We will keep the building insured against loss or damage by fire and certain other risks. You are entitled to see a copy of the insurance policy if you ask us.

Paragraph 3 (d)

What paragraph 3 (d) says...

(d) Not to create long leases of other parts of the said Building except upon terms similar to those contained in this Lease..

What paragraph 3 (d) means...

All new Leaseholders will receive a Lease which has the same terms as yours.

Paragraph 3 (e)

What paragraph 3 (e) says...

(e) To manage the building

What paragraph 3 (e) means...

We will carry out all management work for the block, including your flat.

Paragraph 4

What paragraph 4 says...

4. PROVIDED ALWAYS that if the rent and further rent hereby reserved or any part thereof shall remain unpaid for Twenty-one days after becoming payable or if the Tenant is in breach of any of the covenants in Clause 2 hereof the Landlord may at any time thereafter re-enter upon the Property or any part thereof and thereupon this demise shall absolutely determine but without prejudice to any right or remedy of the Landlord in respect of any arrears of rent or any antecedent breach of covenant

What paragraph 4 means...

You must pay any outstanding rent in full within 21 days of it being due. If you do not pay your rent, or not comply with any other condition of your lease, we may re-possess your flat.

Paragraph 5

What paragraph 5 says...

5. IT IS HEREBY DECLARED that the words included in this Lease importing the masculine gender only include the feminine and words importing the singular number only include the plural and vice versa and if there are two or more persons included in the expression "the Tenant" the covenants on the part of the Tenant hereinbefore contained shall be deemed to be entered into by such persons jointly and severally and the Tenant declares that the survivor of them can give a valid receipt for capital money arising on a disposition of the property hereby demised

What paragraph 5 means...

If the lease mentions "he" it also means "her" or vice versa.

If the lease mentions one thing or person it also means any number, and vice versa

If more than one person owns this lease, the contract will apply jointly to both of them or to a remaining owner, if he can prove ownership.

Paragraph 6

What paragraph 6 says...

6 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 exceeds Sixty thousand pounds

IT IS CERTIFIED that the Council and the Lessee agree that there is no agreement for Lease to which this Lease gives effect

What paragraph 6 means...

You and we confirm that the purchase price agreed for this lease is not more than £60,000, nor does it form part of a bigger sale which totals more than £60,000, and we have not entered into an agreement for lease.

Schedule 1

What schedule 1 says...

SCHEDULE I - Matters to which the Property is subject

The matters contained mentioned or referred to in a Conveyance dated [] and made between (1) [] and (2) The Mayor Aldermen and Burgesses of the County Borough of Rotherham of the other part so far as the same are still subsisting and are capable of taking effect and relate to or affect the Property

What schedule 1 means...

Conditions you agree to keep to (if any) as a result of the original conveyance to us.

Schedule II (a)

What schedule II (a) says...

SCHEDULE II - Rights which benefit the Property

(a) The full and uninterrupted passage and running of water and soil smoke or fumes gas and other piped fuel and electricity (in common with the Landlord and all other persons entitled to the like right) from and to the Property through the drains pipes sewers cables and wires which now or at any time during the term hereby created be in on under or passing through the Building within which the Property is situate together with the right (in common as aforesaid) at all reasonable times upon giving Forty-eight hours previous notice in writing (except in the case of emergency) to enter into or upon other parts of the said Building for the purpose of maintaining the same

What schedule II (a) means...

We must provide your flat with a mains water supply, electricity supply, gas supply (where available) and sewers. We can enter your flat to maintain these, but must give you 48 hours notice in writing.

Schedule II (b)

What schedule II (b) says...

(b) *All rights of shelter and support now enjoyed by the Property from any part or parts of the Building within which the Property is situate*

What schedule II (b) means...

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

Schedule II (c)

What schedule II (c) says...

(c) *Such rights of entry upon the said Building as are necessary for the proper performance of the Tenants covenants and for the purpose of escape in case of fire or other emergency*

What schedule II (c) means...

We must allow you access to all parts of the block to enable you to do all the things required in your lease, and for fire or emergency reasons.

Schedule II (d)

What schedule II (d) says...

(d) *A right of way over the strips of land coloured [] on the said plan and a right of way over the landings and staircase coloured brown on the said plan*

What schedule II (d) means...

You can use the areas of land shown coloured on the plan and also the common parts coloured brown on the plan.

Schedule II (e)

What schedule II (e) says...

(e) *A right to use the joint bin store shown coloured [blue] on the said plan and a right to use the shared drying area coloured [] on the said plan*

What schedule II (e) means...

You can use the joint bin store and drying area shown on your plan.

Schedule III (a)

What schedule III (a) says...

SCHEDULE III - Rights to which the Property is subject

- (a) *Such easements rights and privileges over the Property corresponding to those expressly granted to the Tenant over other parts of the said Building pursuant to Clauses (a) and (c) of Schedule II hereof.*

What schedule III (a) means...

We, and other leaseholders in the block, have the same rights of access to entrances, passageways, drying areas and so on, as you have (set out in Clauses (a) and (c) of schedule II of this lease)

Schedule III (b)

What schedule III (b) says...

- (b) *A right for the Landlord in common with the Tenant and the persons deriving title under the Landlord the owner or owners and occupiers for the time being of the said Building and all other persons authorised by them respectively to use the bin store coloured blue on the said plan.*

What schedule III (b) means...

Both you and we, as landlord, have a right to use the shared dustbin areas.

Schedule III (c)

What schedule III (c) says...

- (c) *The right for the Landlord its servants agents and licensees to enter the Property at all reasonable times for the purpose of inspecting repairing maintaining renewing or removing the said pipes and other apparatus.*

What schedule III (c) means...

We can enter your flat if necessary to repair or maintain the shared services (such as mains water supply, drains, gutters, electricity supply, and so on).

Schedule III (d)

What schedule III (d) says...

(d) *The right to affix and maintain such wireless television aerials and telecommunication cables for the provision of an elderly persons alarm system to the Property as the Landlord may deem appropriate for the use of the occupiers of the said Building and any adjoining or neighbouring property of the Landlord*

What schedule III (d) means...

We have the right to erect and maintain aerials, or cables to serve any elderly person alarm that we have in the block.

Schedule IV

What schedule IV says...

SCHEDULE IV

List of items for which the Lessee is responsible

Glass

Internal doors

Bathroom and kitchen fittings

Internal decorative repair including plasterwork

Floor surfacing

Electrical appliances attached to the plasterwork and interior of the Property

What schedule IV means...

This is a list of things you must keep in good repair (as stated in paragraph 2 (5) of your lease).

Notes



Contact Details for Leasehold Advisory Service
Address; 31 Worship Street, London EC2A 2DX
Tel: 0207 374 5380
E.mail info@lease-advice.org
www.lease-advice.org

LEASE provides free advice and guidance to leaseholders and landlords on all aspects of leasehold law, including problems with service charges, the right to manage, possession proceedings and rights to lease extension and freehold acquisition.



Leasehold Valuation Tribunal

Northern Rent Assessment Panel
20th Floor,

Sunley Tower,

Piccadilly Plaza,

Manchester

M1 4BE

Telephone: 0845 1002614

Facsimile: 0161 237 3656

www.rpts.gov.uk

The Leasehold Valuation Tribunal ("LVT") is the formal name given to the body appointed to make decisions on various types of dispute relating to residential leasehold property. The LVT is an independent decision making body which is completely unconnected to the parties or any other public agency. The Tribunal will look at the matter of the Leasehold Dispute for the property following an application to the Tribunal.

A

Abandoned Cars - to report an 01709 336003
abandoned car/vehicle
Adaptations for the disabled 01709 823799
Animal Health/Welfare 01709 823177
ACE - Action in the Community 01909 560123
for Employment
Advice on Benefits Appeals 01709 822448
Age Concern 01709 829621
Air Pollution Enquiries 01709 823193

B

Bins - supply of wheelie bins 01709 336003
Births, Deaths and Marriages - 01709 823542
General Enquiries
Benefit Fraud Investigation Team 01709 822444
Benefit Appeals - advice on 01709 382121
benefit appeals
Blue Badge Scheme 01709 823907
Building Control General Information 01709
823846/823847
Building Regulation Fees 01709
823841/823846
Bulky Waste - removal of 01709 336003
household items

C

Careers Advice 01709 835227
Car Parks/Parking Meters 01709 336003
Cemeteries/Crematorium 01709
850344/852280
Citizens Advice Bureau 01709 513523
Council Tax: Enquiries 01709 336006
Accounts 01709 822362
Valuation & Appeals 01709 822363
Recovery 01709
823593/823691
Consumer Advice 01709
823111/823191
Community Development Workers 01709 829821
Crime Stoppers 0800 555111
Crime Reduction Officer 01709 832019

D

Dangerous Structures - contact Fire 01709 832709
Service or Police outside normal hours
Dead Animal Disposal 01709 336009
Deaf Advice Service 0114 2780410
Debt Counselling
24 hour answerphone 01709 822329
Decent Homes 01709 336800
Dog Control 01709 823182
Dog Fouling 01709 336003
Dog Warden 01709 823118
Dumping of Rubbish 01709 336003

Drugs - Rotherham Community 01709 382733
Drug Team
South Yorkshire Drugline 01709 371222

E

Emergency Housing - out of hours 07748 143170
Emergency Repairs 01709 336009
Emergency Repairs - out of hours 01709 376711
Energy Conservation - advice on 01709 823426
how to save energy
Education Services - General Enquiries 01709
822563/822595
Environmental Health 01709 823172
Environmental Control 01709 823115

F

Food Advice/Complaints 01709 823164
Fly Tipping 01709 336003
Footpaths - complaints regarding footpaths 01709 336003

G

Glass/Debris on the Road 01709 336003
Graffiti Removal 01709 336003
Grass, Trees and Shrub Beds 01709 336003
Grants (Disabled Facilities) 01709 823799
Grounds Maintenance 01709 522456

H

Harassment/Illegal Eviction 01709
823772/823778
Highways 01709 336003
Highway Defects/Potholes 01709 336003
Highways Development Control 01709 822965
Highways Drainage 01709 336003
Highway Road Closures 01709 336003
Highway / Enforcement 01709 336003
Home Energy Efficiency 01709 823426
Home Care 01709 823966
Homeless Unit 01709 823414
Housing Complaints 01709 822216
Housing Market Renewal 01709 334962
Housing Benefit/Council Tax Benefit 01709 823591
Housing Repairs 01709 336009
Housing Emergency Repairs - 01709 376711
out side normal hours

I

Insurance Claims 01709 823272
Icy Roads - for information on snow 01709 336003
clearance and icy road

L

Land Pollution Enquiries 01709 823121
Land Drainage 01709 336003
Litter 01709 336003
Loft Insulation 01709 823426
Learning Disability Team 01709 302800

M

Meals on Wheels 01709 823983

Missed Bin Collections 01709 336003
Money Advice - see Debt Counselling
Members of Parliament - 01709
Surgeries/contact details/Town Hall 822740/822722
Mobility Car Badge 01709 823907
Mental Health Teams 01709 838969

N

Neighbour Disputes
For advice and assistance contact your Local Housing Office
Neighbourhood Wardens 01709 526137
Noise Complaints/Enquiries 01709
823172/823198

O

Occupational Therapy
This service assesses the need for 01709 382121
adaptations to homes for disabled people
to make their homes more comfortable.

P

Parking 01709 336003
Pest Control 01709 823118
Private Essential Works 01709 823799
Policy & Partnerships 01709 822775
Police 01142 220 2020

R

Racial Equality Council 01709 373065
Racial Harassment 01709 373065
Council Tenants who are experiencing such harassment can
also contact their local housing office.
Recycling Information 01709 336003
Blue Bag 01709 823130
Blue Box 01709 336033
Refuse Collection 01709 336003
Regeneration and Planning
General Enquiries 01709 823806
Registration of Births, Deaths 01709 823542
and Marriages
Roadworks 01709 336003
Rothercard Helpline 01709 823644
Rotherham Ethnic Minority Alliance 01709 720744
Rotherham Multicultural and 01709 360036
Training Centre
Royal National Institute for the Blind 01709 370933
Repairs to your Home 01709 336009
Right to Buy 01709 823406

S

Safer Rotherham Partnership 01709 372782
Snow Clearance 01709 336003
Stray Dogs (Not Cats) 01709 336003
Social Services
General Enquiries 01709
823908/823909
Duty Officers 01709
873678/812637

Streetpride 01709 336003
Street Lighting 01709 336003
Street Name Plates 01709 336003

T

Tenant Involvement Unit 01709 336801
Traffic Lights 01709 336003
Transport Planning & Policy 01709 822958
Tree Unit
to report an overgrown or dangerous tree contact Local
Housing Office
Travel Line - for local information on 01709 515151
trains or buses

U

The Unity Centre 01709 836440
Utility Works 01709 336003

W

Wasp and Bees 01709 823118
Welfare Rights Project for Black and
Asian Communities
Male enquires 01709 822345
Female enquires 01709 512216
Winter Gritting 01709 336003

Z

Zebra Crossings 01709 822969

Tell us what you think about this Guide

We hope that you have found this guide and the information we have provided useful. It would be helpful if you could complete this short survey about the guide and let us have your comments and any suggestions on how it could be improved.

Is the guide useful? Please comment

Could you find the information you needed in the guide? Please comment

Is there any information that you think should be added to the guide? Please comment

Is the language used in the guide clear and easy to understand? Please comment

Please make any other comments or suggestion below

Thank You

**Your comments will help us to improve the service we provide to our customers.
Please hand in your local neighbourhood office or to:
Performance and Service Improvement Team,
2010 Rotherham Ltd, Chesterton Road, Eastwood, S65 1SZ**

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