



London Borough  
Of Havering

Home Ownership  
Information  
Pack

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# Translation

This information can be translated and is available in other formats including **large print**, audio tape and Braille. Please refer to [www.havering.gov.uk/askhousing](http://www.havering.gov.uk/askhousing)

Please tick the relevant box(s) for the language and the format that you require:

اپنی ضروری زبان/فارمیٹ کے متعلق براہ مہربانی باکس (باکسز) میں ٹیک کا نشان لگائیں:

Ju lutemi vendosni shenjë në boksën e përshtatshëm për gjuhën, formën e cila ju nevojitet!

Fadlan sax sanduuqa ku khuseeya sida luqada ama habka aad daabacada ku rabtid:

ਤੁਹਾਨੂੰ ਲੋੜੀਂਦੀ ਜਬਾਨ/ਫਾਰਮੈਟ ਲਈ ਟਿੱਕਾ ਕਰਕੇ ਸੰਬੰਧਿਤ ਖਾਨੇ (ਖਾਨਿਆਂ) 'ਚ ਟਿਕ ਦਾ ਨਿਸ਼ਾਨ ਲਾਓ:

अपनी आवश्यक भाषा/फॉर्मेट के लिये कृपया सम्बन्धित बॉक्स/बॉक्सीस में टिक का चिन्ह लगाएँ:

Lütfen istediğiniz dili/formatı gösteren kutuyu veya kutuları işaretleyin:

Urdu  
عام چھپائی کا سائز

Albanian  
Shtypi me madhsi  
standarde

Somali  
Dabacaad caadi ah

Punjabi  
ਸਾਧਾਰਣ ਛਪਾਈ ਦਾ ਸਾਈਜ਼

Hindi  
साधारण मुद्रण का साइज़

Turkish  
Standart harf baskısı

Braille

Large Format

Other

Name:.....

Address:.....

Postcode:..... Tel:.....

## Return this form to:

Freepost RRJC-CEXK-EAKL  
London Borough of Havering  
Tenant and Leaseholder Services  
Chippenham Road  
Harold Hill  
Romford RM3 8YQ

# Introduction

## Land and Property: Our Vision

Havering Council aims to provide good quality accommodation for those unable to meet their housing needs in the private market. The Council will make the best use of the resources available, consulting with tenants about how best to raise and how best to use those resources.

Our aim is to provide housing that is:

- Safe
- Warm
- Healthy
- Surrounded by a good environment
- In friendly and harmonious neighbourhoods
- Able to provide a springboard for those who wish to, to move on to owner occupation or other private market options
- Able to contribute to the prosperity of households and the community

### Welcome to all Leaseholders

Land and Property are a department of the Council, and services to leaseholders are provided by a range of staff within the department.

We have a long term Business Plan, which is designed to ensure that all our housing stock is maintained and improved to a good standard, for the whole life of the building, and in order to do this, we plan ahead for a period of 30 years.

Our resources only allow us to improve our tenanted homes to our standard, and so when we improve our homes, we are obliged to charge leaseholders for their share of the costs. We always consult before we start work, and follow the rules set out in the legislation which obliges us to give the correct amount of notice to you, the leaseholders.

We know the size of some of the bills may mean that some people struggle to pay them. We have spent time, with the Leaseholder Focus Group developing a range of options that we feel make it easier for leaseholders to pay their share, within a reasonable time frame. These options are available on request, and are always sent out to leaseholders, when we issue major works bills.

The subject of service charges also comes up frequently in our correspondence with leaseholders. Our commitment to you is that all the services we provide to you will be of a reasonable quality, and reasonable cost. We charge you only what it costs us to provide the service – we don't make any profit on those services.

The Home Ownership Team is striving to improve the quality of information provided to our leaseholders. I hope you find this Leasehold Information Pack useful. It covers many aspects of leasehold management which may be helpful to you.

Please do not hesitate to contact us if you require any advice about your lease or service charges.

We look forward to working with you to improve our services and achieve a high quality housing service.

# 01 The Lease

When you buy your flat, you do not buy the property itself, you buy a Lease which gives you the right to live in the property for a set period of time. You will become the Lessee and the Havering Council will be the Lessor, also known as the 'Landlord'.

The Council (the 'Landlord') owns the freehold and is responsible for completing repairs to communal areas, providing caretaking and cleaning services to communal areas, maintaining grounds and so on.

Under the terms of your Lease as shown in The Fourth Schedule, we are allowed to cover the cost of this service (see below);

'Costs expenses outgoings and matters – the service charge – in respect of which the Lessee is to contribute'

1. The expenses of maintaining repairing renewing improving and redecorating
  - (a) The main structure and exterior of the demised premises and the Building including the roof chimney stacks gutters and rainwater pipes of the Building and all boundary walls and fences now or hereafter forming a part of the Estate and
  - (b) The gas and water pipes drains and electric cables and wires in under or upon the Building and enjoyed or used by the Lessee in common with the owners and Lessees of the other flats .....

As a leaseholder you will not be required to pay a weekly rent. However, you will be required to pay an annual 'ground rent'. The demand for ground rent is issued each year with the estimated service charges, which is normally sent out in February and is payable from 1 April.

Your Lease should identify the estate on which your property is located, the numbered block which your property forms part of, the demised premises and what is included. This may include garden, shed and outbuildings. These will be hatched black on your Lease plan and boundaries you are responsible for will be marked with a "T".

The Lease is a legal document that sets out the relationship between you and the Landlord.

It is important to understand the terms of your Lease. Make sure you know what your responsibilities are and what the London Borough of Havering's are. If you breach the terms of your Lease, you could face legal action. Future purchasers take on all the rights and responsibilities of the first purchaser.

Officers from the Home Ownership Team would be happy to explain the Lease to you. You can contact us on 01708 434000 or at [homeownership@havering.gov.uk](mailto:homeownership@havering.gov.uk)

## 02 Service Charges & Payment Options

### What are service charges?

Service charges are your share of the cost of managing, providing services and carrying out repairs and improvements to the communal parts of your block or estate.

Before each financial year starts in April, we will send you an estimated service charge that will be based on the most recently available actual charge. This will include your contribution towards the likely costs of any services provided to your block or estate, as well as building insurance and ground rent for the forthcoming year.

At the end of the financial year (March) we will begin to calculate how much was actually spent for each service.

In August/September each year we will send you a Statement of Actual Expenditure. This gives details of the actual cost of providing each service to your block or estate during the previous financial year.

For example, in September 2015 you would receive a Statement of Actual Expenditure for the previous financial year, April 2014 to March 2015.

If your estimate was too high, we will credit a refund to your service charge account. If this results in your account going into credit, you can request in writing for this amount to be refunded by cheque. If the estimated charge was too low, you will be asked to pay any additional amount. Any additional amount must be paid by 21 October, unless you are paying by direct debit, in which case your direct debit amount will be automatically adjusted to reflect any changes.

### How is my share of the charges worked out?

The cost of each service provided to your block or estate is collated and then divided by the total number of flats in the block or on the estate to calculate your share. For example

#### **Estate cost Calculation**

Estate cost for Cleaning = £5,000.00  
No of units on Estate = 20  
Your cost (£5000/20) = £250.00

#### **Block Cost Calculation**

Block cost for Cleaning = £400.00  
No in Block = 4 properties  
Your cost (£400/4) = £100.00



### ***Right to Buy Completions***

If you bought your flat under the right to buy scheme the estimated service charge from completion until the following March will have been included in the purchase price you paid us. You may have to pay an additional amount when you receive your first Statement of Actual Expenditure.

### ***Purchased on the open market***

If you have purchased your property on the open market you will have assumed all liabilities on the property, which include paying all service charges due on the property. Your solicitor should have ensured any unpaid service charges were paid up to date before the purchase went ahead. However, if an actual account had not been calculated, your solicitor should have arranged with the seller's solicitors to hold a retention until such time as the invoices are raised on the account.

## **Items included in the service charge**

### ***Grounds Maintenance***

This charge is for the upkeep of any communal grounds on the estate. The charge is based on the type of maintenance carried out (such as grass cutting, shrub tending, weed control etc.) and the size of the area maintained.

### ***Communal Heating***

If your property is connected to a communal heating system, you must meet the cost of supplying heating to your property. You are responsible for the maintenance of the system. Havering Council sets the charge for communal heating in line with what tenants are required to pay in their rent.

### ***Communal Electricity***

This is the cost of supplying lighting to the communal parts of the block where your flat is. The charge is based on the bills we have paid to the Utility Company during the financial year. If your block has a lift or controlled entry system, this is powered by electricity and this will be included in the communal electricity charge.

### ***Communal/Satellite TV Aerial***

This charge is for the upkeep of the TV aerial system. If there is a terrestrial or satellite TV point in your property you will need to contribute towards the cost of maintaining and repairing the system, whether you choose to use it or not. Once fitted in your property, the point cannot be removed. This is a standard charge and is the same for terrestrial and satellite aerials.

### ***Cleaning Services***

If your block is cleaned by the caretaking team the charge will be based on the number of hours spent by the team at the block or estate each week. The charge also covers the cost of cleaning materials, appropriate clothing, transport, salaries and so on.

### ***Day-to-Day Repairs***

In accordance with your Lease, you will be charged your share of the cost of any repairs that have been carried out to the communal areas of your block and estate.

If you have bought your property under the right to buy, charges for repairs are limited for the first five years of the Lease. This means that we cannot charge you any more than the amount stated in your Section 125 Offer Notice, plus an inflation allowance. This only applies to repairs and does not include items such as caretaking or administration. Once the five years have passed, we can charge the full cost of any repairs.

### ***Door Entry Maintenance***

This charge is for standard maintenance to tenant controlled access systems and includes items such as clock changes in October and March each year. It does not cover the cost of any repairs to the system. These will be charged under day-to-day repairs.

### ***Community Wardens***

This charge is for the Warden Service that was set up in 2007 to respond to our residents' concerns about anti-social behaviour, graffiti and fly tipping. The Wardens patrol on foot and/or by vehicle and have close ties with the police, especially the Met Police Safer Neighbourhood teams to make sure everyone works together to make your community as pleasant as possible. Our Wardens are not Police Officers and do not have the same powers, but are able to gather evidence and reduce the fear of crime and improve the quality of life for our tenants and leaseholders. Their routes are scheduled to cover all areas of the borough and the charge is based on the amount of time the Wardens have spent on your estate.

### ***CCTV***

This charge is for a centralised CCTV system consisting of numerous cameras across the borough to help detect anti-social behaviour and crime. The cameras are monitored from Waterloo Gardens CCTV control room and operate 24 hours per day, 365 days per year.

### ***Insurance***

#### **How is my Insurance Premium calculated?**

Your insurance premium is calculated on bedroom rating and Lessees will pay a fair and equitable amount for their property in relation to the number of bedrooms or bed spaces. Bedroom rating is a market standard way to rate properties. Even where properties have the same floor span, a property with more bedrooms would cost more to rebuild due to the layout requiring additional materials i.e. additional materials such as additional walls, supports, decoration and services.

#### **Is there an excess?**

There is an excess in respect of subsidence, ground heave or landslip which is currently £1,000.00 and a £50.00 excess applies to the extended accidental damage cover.

#### **What if I sub-let my property?**

If a formal arrangement is entered into whereby the property is let for a minimum period of 6 months, supervised by either the owner or their bona fide managing agents and having secured a suitable deposit from the tenant, we will provide full cover at standard terms. This is as long as a copy of the

tenancy agreement is provided. In the instance where a tenancy agreement is not provided, there would be a 30% add on for sublet properties.

If you wish to query the level of premium charged, you should contact the Insurance Section at the Town Hall Romford on 01708 434000 or email [insurance@havering.gov.uk](mailto:insurance@havering.gov.uk).

### ***Administration Charge***

Administration costs are included in all leaseholders service charges. The Home Ownership Team provides the same service to all leaseholders in the preparation and issuing of invoices, statements, newsletters, regardless of the level of service received by each block. The administration charge needs to cover leaseholders' share of costs for staff salaries and overheads such as input from Senior Managers, performance monitoring, financial management, business systems, office facilities and equipment.

There are two elements to the administration charge: fixed and variable. The fixed element includes the above mentioned costs. The variable element includes services such as day-to-day repairs so that leaseholders who do not receive these services are not required to pay towards the management of them. In the case of day-to-day repairs this charge is detailed on the repairs sheet as a percentage of the total block cost.

In 2009 the administration charge was challenged at a Leasehold Valuation Tribunal hearing (Case No. LON/00AR/LSC/2008/024). The LVT ruled that our charges are fair and reasonable. The only exception is 'street properties' - that is, properties that do not form part of a block of flats but may, for instance, be a converted house, where the LVT recommended that certain elements of the charge did not apply.

### ***Extra Refuse Collection***

This charge applies to blocks that may receive more than one rubbish collection each week. Your Council Tax includes the cost of one collection per week, but where additional collections are required Tenant and Leasehold Services are required to pay for this. As a leaseholder, you are required to contribute towards this cost in accordance with your Lease.

### ***When are my service charges due?***

Your Lease says you must pay your service charges quarterly in advance on 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October and 1<sup>st</sup> January each year. However, Havering Council does give leaseholders the option to pay monthly by direct debit or standing order. For further details please contact an Income Caseworker by telephoning 01708 434000 or complete the online form at [www.havering.gov.uk/askhousing](http://www.havering.gov.uk/askhousing)

### ***How do I pay my service charges?***

**Please see options below:**

**DO NOT** send any payments to the Home Ownership Team at Chippenham Road. There are no cashing facilities at this office.

## Direct Debit and Standing Order



You can pay by 12 monthly direct debit payments. If you choose to pay by direct debit you should note that payments will be taken from your Bank/Building Society on or around the 25<sup>th</sup> of each month. Unfortunately, this date cannot be changed.

Or: You can pay by 12 monthly standing order payments. If you choose to pay by standing order you should note that payments will need to be set up to leave your account on the 1<sup>st</sup> of each month.

**You can contact the Home Ownership Team for further advice about these methods of payment on 01708 434000 or at [homeownership@haverling.gov.uk](mailto:homeownership@haverling.gov.uk)**

## Debit/Credit Card



You can make payments using your debit /credit card by telephoning 01708 433993 and using Option 2 'Rents'. You will need to have your card and service charge account number to hand when using this service. Please note that using your credit card will incur a charge and you should check with your Credit Card Company to see what the current charges are.

## Internet Banking



You can pay your service charges via internet banking using these details: NatWest Bank, Romford Town Centre Branch, South Street, Romford, sort code 62 29 17, housing account no 4 14871890 (you must also quote your service charge account reference number).

## Cheques



If paying by cheque please make it payable to London Borough of Havering, writing your name, leasehold address and service charge account number on the reverse of the cheque. If a receipt is required, you must enclose a stamped self-addressed envelope.

Send your cheques to:  
Town Hall  
Main Road,  
Romford, RM1 3BD

If you are in receipt of benefit, the Department of Works & Pensions may be able to give you some help with paying your service charges. You can contact them on 0843 515 9416. The Department of Works & Pensions will pay any entitlement to you direct and not to Havering Council. Therefore, you must ensure payments of your service charges are maintained.



## 03 Arrears

As a leaseholder you are responsible for ensuring that your service charges are paid up to date and in accordance with the terms of your Lease.

Havering Council considers non-payment of service charges a breach of the Lease and will take appropriate action to recover any monies due. This can include forfeiture action leading to repossession of your property. Alternatively, an application to the First Tier Tribunal could be made.

**Should any of the above actions be necessary and legal costs are incurred by the Council, they will be passed on to you and added to any outstanding arrears on your service charge account.**

If you are facing financial difficulties, please contact the Income Caseworkers on 01708 434000 immediately to discuss payment options available to you, or complete the online form at [www.havering.gov.uk/askhousing](http://www.havering.gov.uk/askhousing)

**We will make every effort to help you, but please don't ignore your service charge bills – they will not go away!**

### ***Insurance Claims***

If you need to make a claim on your building insurance policy you will not be able to do so if your service charge account is in arrears.

## 04 Repairs

Havering Council is responsible for carrying out repairs/maintenance to communal parts of your block/estate, which includes roofs, gutters, rainwater pipes, drains, tenant controlled access doors, stairwells, hallways, soil stacks, lifts, door frames, window frames, loft space.

If officers of the Council need access to the loft space and the loft hatch is inside your individual property, you will be required to agree a mutually convenient time for access to be provided, as you do not own the loft space.

Havering Council has the right to enter your home to make inspections or carry out repairs that we are responsible for. We will give you at least 48 hours notice in writing, unless there is an emergency.

In an emergency, Havering Council has the right under the terms of the Lease to force entry into your property, for example, when there is a leak coming from your property at a rapid rate and we are unable to make contact with you. Any costs incurred as a result of this action will be recharged to you as the Leaseholder.

In case of less severe leaks, if we receive a report that there is a leak coming from your property which is penetrating other properties, we will serve notice on you to remedy the problem within a certain time limit. We will also inform you that if the leak has not been remedied within the time stated, you will be required to arrange access for our contractor to enter the premises to fix the leak, and you will be recharged the cost of the works on your service charges.

You are responsible for carrying out repairs/maintenance to the internal parts of your demised premises, which includes the window casement (including fittings and doors), as well as shed doors if one is included in your Lease.

### Reporting repairs to Havering Council

If you wish to report a repair that you think Housing Services is responsible for, you should telephone our Contact Centre on 01708 434000 or visit [www.havering.gov.uk/askhousing](http://www.havering.gov.uk/askhousing) to complete the online form.

If Housing is responsible for the repair it may be necessary for an inspection to be carried out before any works are raised.

### Who does repairs for Housing Services?

The Breyer Group is the current contractor who carry out repairs on behalf of Havering Council.

If you feel works have not been completed to a satisfactory standard, or if you have any issues with the contractor's conduct, please go online to report this at [www.havering.gov.uk/askhousing](http://www.havering.gov.uk/askhousing)

Please remember, anyone working for Havering Council should carry identification. Always ask to see an identity card before letting anyone into your home.

Home Ownership will endeavour to issue details of repairs carried out to your block or estate on a quarterly basis. These lists are not a demand for payment, but just give you an opportunity to raise any concerns you might have about the quality or cost of the works. **We will investigate your queries and provide you with a response before the costs are invoiced with your actual service charge which is sent out in August/September.**

# 05 Major Works & Long Term Contracts

## What are Major Works?

Major works includes things like window or roof renewal, installation of controlled entry systems and decorations to communal areas. You can only be charged for major works in accordance with your Lease agreement, or where a decision has been made by the First Tier Tribunal.

Legislation under The Commonhold & Leasehold Reform Act 2002 Section 151 requires that the leaseholder must be consulted before the Landlord carries out works above a certain value (£250 per property) or enters into a long-term agreement for the provision of services. The consultation process is carried out by issuing Section 20 Notices, to which leaseholders can raise observations.

The Law only requires the Landlord to issue Section 20 Notices to the last known mailing address, so it is important that if you sublet your property, or no longer live in it, you inform us of your correspondence address at the earliest opportunity to ensure that you are aware of any impending works. Failure to provide this information will not prevent the Landlord from recovering any costs.

Landlords must follow Section 151's detailed regulations which set out the precise procedures Landlords must follow. These regulations separate the consultation procedures into four schedules, each covering different contracts, some of which allow leaseholders to nominate their own contractor.

Some contracts must to be advertised in the Official Journal of the European Union [OJEU] because the value of the contract exceeds a certain amount. In these circumstances leaseholders do not have a right to nominate a contractor.

Once works have been completed and we receive the final costs, we will send you an invoice for your share of the full cost. We will include with the invoice a breakdown of how the cost has been attributed to your property along with a leaflet giving details of the payment options available.

You should contact an income caseworker immediately on 01708 434000 to discuss how payment of the invoice is to be made, or visit [www.havering.gov.uk/askhousing](http://www.havering.gov.uk/askhousing) to complete the online form.

Please note: Charges are levied in accordance with the terms of your Lease. Failure on your part to take action to clear the charges may result in legal action being taken against you which could put your home at risk.

You will only be charged for major works where they have been carried out to your demised property, block or estate. You should note that even if you have renewed the windows to your property and at a later stage windows are replaced by London Borough of Havering to the remainder of the block, you will still be required to contribute a proportion of the cost of the work carried out to the rest of the building.

If you purchase a property under the right to buy scheme you will be issued with a Section 125 Offer Notice. This notice will include details of any major works that may be carried out within the Initial Period of the lease i.e. the first five years of your Lease. The details must include an itemised breakdown of the works proposed along with an estimated cost for each item.

During the Initial Period of the Lease, you can only be charged for any major works that are carried out that have been itemised on the Section 125 Offer Notice. If works are carried out within this period and your share comes to more than the amount quoted on the Section 125 Offer Notice, the cost can only be increased by the cost of inflation.

The Initial Period expires at the end March following the fifth anniversary of the date of purchase. After the Initial Period has expired you will be required to contribute your full share of the cost of any works carried out

*i.e. if you completed your purchase on 20<sup>th</sup> October 2015, your initial period will expire on 31<sup>st</sup> March 2021.*

If the property is re-sold within the first five years, the new leaseholder inherits the remainder of the Initial Period.

#### Major Work payment options

We understand that receiving a large invoice for these works can be daunting and difficult to pay in one payment. Therefore, the Council offers a 1.5% discount on the invoice as an incentive for immediate full repayment. However, the Council understands that, even with immediate repayment discount, not all leaseholders are in a position to repay the invoice in one lump sum. Please see below the current options available, for further information on these options please contact the Income Caseworkers on 01708 434000 or use the online form at [www.havering.gov.uk/askhousing](http://www.havering.gov.uk/askhousing)

- Mandatory Service Charge Loan
- Discretionary instalment payment plans

#### What if I can't pay anything?

In cases of extreme financial hardship where you believe that you will be unable to enter into an instalment payment plan or obtain a loan from a third party lender, the Council may consider a request to lodge a voluntary charge over your property which will entitle the Council to recoup the charge and interest on the sale of the property. The rate of interest on the charge shall be determined by the Council acting reasonably and recorded in writing.

The Council will require all applicants to complete an income expenditure report and provide all other documents that the Council reasonably requires to assess the applicant's financial circumstances.



### Important notice

Your home is at risk if you do not keep up repayments on a service charge loan or an instalment payment plan. Be sure you can afford the repayments before entering into any such agreement.

You should also bear in mind that a service charge loan or an instalment plan with us may not always be the best option for you because you may be able to get a lower rate of interest somewhere else. The Council's interest rate is variable.

### Need advice - DON'T MISS OUT

Disablement Association of Barking and Dagenham (DABD) has financial capability coaches who can provide free confidential guidance on finding funds to help with major works invoices.

They can also carry out free benefit checks to ensure you are not missing out on other benefits that may be due to you. DABD is an independent organisation who can help you by completing any necessary paperwork and, if appropriate, refer you to other services that may be able to help.

If you are in receipt of benefits contact the Income Caseworkers on 01708 434000 or complete the online form at [www.havering.gov.uk/askhousing](http://www.havering.gov.uk/askhousing) for further information.

## 06 Gas Servicing

The Leasehold Focus Group raised concerns about gas safety checks in leasehold properties following health and safety incidents in the London Borough of Southwark in 2009.

Consequently a new regulation has been introduced under the terms of the Lease, whereby all Leaseholders are required to ensure that ALL gas appliances within their properties are serviced on an annual basis. The inspection should be undertaken by a Gas Safe registered engineer and a copy of the Gas Safe Certificate forwarded to the Home Ownership Team.

This new regulation came into force on 1 July 2013 and you must therefore ensure that you have had a gas safety check carried out by a Gas Safe registered engineer every 12 months. If you do not comply with this regulation you are ultimately in breach of your Lease and appropriate action will be taken against you.

It is your responsibility to arrange regular gas safety checks within your property and ensure the relevant certificate is forwarded to the Home Ownership Team.

If you are subletting your leasehold property you have an additional obligation under the Gas Safety (Installation and Use) Regulations 1998 to:

- ❖ Arrange maintenance by a Gas Safe registered engineer for all pipe work, appliances and flues, which you own and have provided for your tenants to use.
- ❖ Arrange for an annual gas safety check to be carried out by a Gas Safe registered engineer.
- ❖ Keep a record of the safety check for 2 years and issue a copy to each existing tenant within 28 days of the check being completed and issue a copy to any new tenant before they move in.

Failure to comply with these obligations could result in legal action being taken against you by the Health and Safety Executive (H.S.E.).

For further information please visit the H.S.E. website at [www.hse.gov.uk](http://www.hse.gov.uk)

If you don't have your property checked you are putting lives at risk and you are breaking the Law.

You are also required to ensure details of your current mailing address and contact telephone numbers are provided in writing to the Home Ownership Team.

## 07 What Work Needs the Landlord's Permission?

You need our permission (Landlord's consent) for any work to the structure of your home. This includes:

- Removing or building walls or chimney breasts
- Changing doors or windows
- Erection of conservatories, porches, extensions or car ports
- Disconnecting from a communal heating system
- Re-siting or installation of gas meter.
- Construction of driveways
- Erection of fencing
- Installation of water meter
- Installation of new boiler/heating system

In principle, installations of new bathrooms and kitchens do not need the Council's permission, unless existing pipework needs to be moved. Therefore you should in the first instance notify the Council if you are considering either of these alterations.

Before you carry out any structural alterations or additions to your home, your first step should be to contact the Home Ownership Team on 01708 434000 or email [homeownership@haverling.gov.uk](mailto:homeownership@haverling.gov.uk).

Once Home Ownership confirms consent is required you will need to put your request in writing and include full details of the works you wish to carry out along with any relevant plans, specifications, method statements, FENSA/NECEIC Certificates of the company you intend to use and so on.

In addition, confirmation must be sought from the contractor you intend to use that adequate Public Liability Insurance is in place.

There is a fee payable for this service, details of which can be obtained by contacting the Home Ownership Team.

It may be necessary for one of our inspectors to visit the property to clarify any aspect of the works you wish to complete.

### Unauthorised Alterations

Permission will not be granted for any work within the loft space - this includes loft conversions. Generally the loft space is not included in the sale of flats or maisonettes. Therefore, leaseholders should not enter or store belongings in the loft space.

If you have installed a boiler within the loft space you must re-site this immediately.

Failure to adhere to any of the above is a breach of the Lease and could result in legal action being taken against you for which you may incur legal costs. You may also be required to reinstate the property to its original

layout/condition in accordance with the demised premises as described in your Lease.

**If consent is given you may still need to:**

- Obtain relevant planning or building regulations
- Apply the rules of the statutory authorities such as gas, water and electricity companies
- Keep to any conditions we set out when giving permission

It is your responsibility to ensure all regulations are complied with. Please Note additional charges will apply if the above consents are required.

**Important note:** Once you have received consent make sure you keep the document in a safe place. You may need to produce this at a later date, in particular if you are selling the property.

## 08 Complaints and Compliments

### **What to do if you are not satisfied with any aspect of the services provided to your property/block/estate.**

In the first instance, if you have a query about your service charges you should raise this with the Home Ownership Team in writing or by emailing us at [homeownership@havering.gov.uk](mailto:homeownership@havering.gov.uk)

The Council encourages any customer who has a problem with a service they receive, due to a failure in the service, to report it online at [www.havering.gov.uk/askhousing](http://www.havering.gov.uk/askhousing) in the first instance.

The Council defines a complaint as any expression of dissatisfaction about the Council's provision of, or failure to provide, a service for which it has responsibility and when it has not put right any service failure in a reasonable timescale.

The Council will seek to resolve complaints at the earliest opportunity. Where possible, every attempt will be made to deal with the issues quickly.

Some complaints received by the Council have to be dealt with under a statutory process and will not follow the Corporate Complaints procedure set out below.

#### **Stage 1**

The Council will nominate an appropriate officer to respond to the complaint. All Stage 1 complaints should be acknowledged within three working days and a full written reply sent within 15 working days.

#### **Stage 2**

If you, as the customer, are dissatisfied with the outcome of the Stage 1 investigation, you can request the Council to arrange for the complaint to be reviewed by the Chief Executive as a Stage 2 complaint. A request should be made through the online form stating clearly why you are unhappy with the Stage 1 response received.

The request should be acknowledged within three working days and a full written reply sent within 20 working days.

#### **Stage 3**

If you, as the customer, are dissatisfied with the outcome of the Stage 2 investigation, you can request the Council to arrange for the complaint to be reviewed by the Adjudication and Review Committee as a Stage 3 complaint.

Details on the Stage 3 process are being reviewed and will be updated shortly.





Please note: at the conclusion of Stage 3, the complaint would have exhausted the Council's complaints procedure. If you are still unhappy with the response received, you could further escalate the complaint to the Local Government Ombudsman.

### Complaints made by a representative

Complaints on behalf of a resident/constituent are dealt with under this procedure.

Complaints raised by a representative, Councillor or MP on behalf of someone else will be raised in the normal way with the response being made to the originator, where appropriate, or if the nature of the complaint is personal the response will be directed back to the customer with the representative informed that a response has been sent.

## 09 First Tier Tribunal

The First Tier Tribunal can hear cases about issues such as:

- The reasonableness of service charges (including major works)
- Insurance cover or premiums
- Appointment of a manager (where the Landlord's management of a building is unsatisfactory)
- Variations of Leases and breach of Leases

The Tribunal's practice and procedure is governed by the overriding objective which sets out a framework for how it must conduct itself. This objective is to enable the Tribunal to deal with cases fairly and justly and this includes:

- Dealing with a case in ways proportionate to its importance, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;
- Avoiding unnecessary formality and seeking flexibility in the proceedings;
- Ensuring, so far as practicable, that the parties are able to take part fully in the proceedings;
- Using any special expertise of the Tribunal effectively; and
- Avoiding delay, so far as is compatible with proper consideration of the issues

First Tier Tribunals are independent and impartial. They normally consist of three members: a lawyer, a valuer and a lay person.

Proceedings at the Tribunal are semi-formal. Neither side is required to be represented by a barrister, solicitor or valuer. A representative (whether legally qualified or not) can be appointed by a party to represent them in the proceedings subject to written notice of appointment (that is; the representative's name and address) being given to the Tribunal and the other parties. At a hearing a party may be accompanied by another person whose details need not have been given to the Tribunal but who, with the Tribunal's permission, may act as a representative or otherwise help in preparing the party's case at the hearing.

Indeed, parties appearing before a Tribunal may wish to seek professional advice, and it is sensible to arrange legal representation if the argument relates to the interpretation of the law or the terms of the Lease.

If you choose not to be legally represented you must remember that you will be responsible for presenting your own case, including arguments and evidence, and that the evidence should be presented clearly and concisely and be confined to the matter in dispute. The Tribunal hears both sides of the argument and then determines the issue on the basis of the evidence and the

judgment and experience of the Tribunal members. Their decision can be given orally at the hearing and in any event the Tribunal must as soon as reasonably practicable after making its decision provide to each party a notice stating its decision along with written reasons for the decision.

The First Tier Tribunal can also grant landlords dispensation if works are considered urgent and the normal Section 20 process cannot be adhered to.

A set fee is payable by the applicants. Once the First Tier Tribunal has made a determination they cannot award costs. They can however, make an order requiring full or part refund of the fee.

Applicants in receipt of some benefits may be exempt from payment of the fee.

You can contact the First Tier Tribunal at: Whittington House, 19-30 Alfred Place, London, WC1E 7LR or on 020 7446 7700 or visit their website at [www.gov.uk/housing-tribunals](http://www.gov.uk/housing-tribunals)

# 10 Selling Your Home

## Do I need permission to sell my home?

**Yes**, if you are still within the first ten years from the commencement date of the Lease, you are required to offer the property back to the Council as they have the 'Right of First Refusal', even if you purchased it on the open market from a previous leaseholder. The Council will then decide whether they wish to exercise this right and will write to you with their decision.

**No**, you do not need our permission to sell your property if it is outside of the first ten years, but you have a responsibility to notify us of your intention to do so. This obligation is placed upon you under the terms of your Lease.

## Will I need to repay any of the Right to Buy Discount?

If you purchased your property from the Council under the right to buy scheme on or after 18/01/2005 and wish to sell within the first five years of your purchase, you may need to repay all or some of the discount as below:

1 Year	2 Year	3 Year	4 Year	5 Year
100%	80%	60%	40%	20%

In addition, the amount of discount to be repaid if you sell within 5 years of purchase will be a percentage of the resale value of the property, disregarding the value of any improvements.

## Will I need to obtain any information from Havering Council?

The person buying your property may want details of the service charges and any works that have recently been carried out or are planned for the future.

Your solicitor should write to us asking for our resale pack. There is a fee for this service and your solicitor should contact the Home Ownership Team for details. The fee must be paid by your solicitor before we can process their request. Information will be provided within *15 working* days of receipt of the fee.

*NB: Please ensure your solicitor requests any information required at the earliest possible opportunity. We cannot guarantee that requests made at short notice will be processed in less than corporate timescales.*

Havering Council will not enter into any correspondence with anyone other than the leaseholders or their legal representatives. We will not deal directly with any prospective purchaser or their solicitor.

## Do I need to notify Havering Council once the property is sold?

It is the new leaseholders' responsibility to notify the Home Ownership Team of the transfer of ownership. This must be done within 21 days of completion. Our records cannot be amended to reflect the change of ownership until the official Notice of Assignment and appropriate fee(s) have been received by the Home Ownership Team. Failure to do so is a breach of the Lease agreement and could affect your building insurance cover.

# 11 Letting your home

## **Do I need Havering Council's permission to let my flat?**

You do not need the Council's permission to sublet your flat, but as a leaseholder you do have an obligation to notify the Council of any change in circumstances.

If the property is sublet your building insurance may be affected. Failure to notify us may result in loss of insurance cover. The Insurance Section will need a copy of the tenancy agreement. This will be required each time the agreement is renewed.

You should notify the Home Ownership Team in writing, providing details of your correspondence address, emergency contact telephone numbers and a copy of the current Gas Safety Certificate.

Remember: You are still the owner of the property and therefore responsible for the service charges. Your tenants must abide by the terms of the Lease. If they do not, we may take action against **you** as the owner of the property.

You should also contact your mortgage lender if you wish to sublet your property to check that the terms of your mortgage will allow this.

You can only let your property as a private residential flat for the occupation of one family only.

The Second Schedule of the Lease states that the Lessee should not ..... 'use the demised premises nor permit the same to be used for any purpose whatsoever other than as a private residential flat in the occupation of one family'.

You are not allowed to use the demised premises as an HMO (Homes in Multiple Occupation) or for running a business. Your Lease also states that the property must not be used for any purpose from which a nuisance can arise to the Lessors or to the Lessees or occupiers of the other flats nor for any illegal or immoral purpose. Legal action may be taken against you if this is found to be the case.

# 12 Lease Extension/Enfranchisement

In some circumstances leaseholders have the right to buy the freehold of the block. This is called 'Enfranchisement'.

Once leaseholders have purchased the freehold, they can decide how to manage the building for themselves.

## What are the qualifying conditions for enfranchisement?

The block must contain two or more flats.
At least 2/3 of the flats in the block must be leasehold.
At least 2/3 of the leaseholders must want to buy the freehold.
Leaseholders must have lived in the property for the last twelve months and must not sublet the flat.

## Lease Extension

If you wish to extend your Lease, you start by giving notice to your Landlord or freeholder in the prescribed form (Notice of Tenants Claim) to buy the freehold or extend the Lease.

To obtain a copy of the booklet 'Your right to buy the freehold of your building or extend your Lease', please visit the Lease Advisory Service at [www.lease-advice.org/advice-guide/lease-extension-getting-started](http://www.lease-advice.org/advice-guide/lease-extension-getting-started) ,or telephone 0207 112 5169 or 0208 875 0035. Alternatively, you can contact the Home Ownership Team on 01708 434000.

# 13. Harassment and Nuisance

## **Does my Lease contain any restrictions about nuisance etc?**

Your Lease states that you must not do anything within your flat, building or estate that could cause a nuisance, annoyance or damage to other residents or Havering Council.

This applies to everyone living in your property and any visitors.

Examples of nuisance are:

- Loud and frequent playing of music, radio or television.
- Noisy parties.
- Other loud noise such as vacuum cleaning, hammering or arguments during unsociable hours.
- Harassment of neighbours.
- Uncontrolled animals.
- Blocking shared areas in the building or on the estate.
- Excessive noise due to unsuitable floor covering e.g laminate.

Televisions, radios and so on should only be played at reasonable levels at reasonable hours. No one should be able to hear noise outside any flat.

You must take all reasonable precautions to avoid noise nuisance of any kind, including the adequate sound insulation where wooden/laminated flooring has been fitted.

If you are found to be causing a nuisance or harassment, Havering Council can take legal action against you.

## **Who do I report harassment or nuisance to?**

If you are suffering harassment or nuisance, you must contact Havering Council at [www.havering.gov.uk/askhousing](http://www.havering.gov.uk/askhousing) to complete an online form, or telephone our contact centre on 01708 434000. Officers will investigate your complaint and take appropriate action where necessary.

## **Do I need permission to keep a pet?**

Yes. If you wish to keep a pet, you must first seek permission from Havering Council as stated in your Lease. To obtain permission you must submit your request in writing to the Home Ownership Team.

If permission is granted, your pet must be kept under control at all times. Failure to do so may result in legal action being taken against you.



# 14 Community Engagement

## Tenant Management Organisations (TMO's)

Tenant Management Organisations are a group of residents that live in a specific area and wish to manage services provided by Housing Services. Establishing a TMO is completed with full consultation and support from residents in the area, working with officers, external support agencies and training.

## Leaseholder Focus Group (LFG)

See section 15 for more information.

## Estate Inspections

Every six weeks the Estate Inspection Team will visit the estates across the borough to look at communal areas. Residents are invited to attend these inspections to raise any concerns they have. For more information on times and venues look on Havering's website

<http://www.havering.gov.uk/Pages/Services/Estate-inspections.aspx> or

contact the Estate Inspection Team at:  
estate\_inspection\_team@havering.gov.uk

## Events and Conferences

Tenant and Leaseholder Services hold an Annual Residents Conference and various other events across the borough throughout the year. Check in our newsletter, At the Heart, to find out what is going on.

## Community Fun Days

Many of our community groups plan and put on fun days and other activities in their area. Why don't you go along to an event and support them, or put yourself forward to do something on the day?

## Youth Activities

Tenant and Leaseholder Services are keen to put on activities for our younger residents especially during the school holidays. Previous projects have included football coaching, netball, drama and a healthy food project.

## Job Clubs & Training

The Community Engagement Team facilitates many training courses from IT to DIY. It also brokers opportunities for young people looking for apprenticeships. The training is mainly free and open to all tenants and leaseholders. The job club is a course that people can attend to help them gain employment and training and runs at various places in the borough.

## Mystery Shoppers

We have a pool of local residents and would like to expand this list. Full training is given to test our housing services and report back findings. Travel expenses covered.

### Activity Co-ordinators in Sheltered Housing

In our sheltered housing schemes we are building up a vibrant community. We need volunteers to run activities such as arts and crafts, sport, music, dance, quizzes and any other activities for our schemes. Travel and some costs covered.

### Befrienders

We run a programme with Age Concern to recruit volunteers to become befrienders and befriender pushers.

The basic befriender will meet with residents and help tackle isolation by either running light errands, speaking to the resident and signposting extra services. Age concern will offer a support network and training. Expenses included.

### Befrienders Pusher

This volunteer will also work with Age Concern but will need to be physically fit to be able to push our most vulnerable housebound residents in wheelchairs. They will escort them on trips and attend activities with them.

### Consultation Focus Groups

We are looking for tenants & leaseholders to join our focus groups to discuss services and attend occasional meetings to look at housing services which could include a review of ASB Policy and Estate Services.

### Estate Inspectors

These are residents who live on our estates who are happy to meet with our officers and walk the estates pointing out positives and negatives and then ensuring appropriate actions are put in place.

For more information about any of the above please contact the Community Engagement Team on 01708 434668 or email [getinvolved@havering.gov.uk](mailto:getinvolved@havering.gov.uk)

# 15 Leasehold Focus Group

## What is the Leasehold Focus Group?

The Leasehold Focus Group has been in operation since July 2002. The group works in conjunction with the Home Ownership Team and meets on a quarterly basis. The meeting is led by the Chair, and Vice Chair who are Havering leaseholders.

The purpose of the Focus Group is to discuss and review the way information is provided to leaseholders in respect of services provided, service charges and procedures and to discuss any concerns raised by other leaseholders who are unable to attend these meetings.

Since the group was formed in 2002, we have worked alongside the group and listened to their concerns about the way our service is delivered.

Examples of where changes have been made are shown below.

- Information supplied to leaseholders about their estimated service charges and actual expenditure incurred.
- New payment options for major works
- A new regulation added to the Lease requesting Gas Safety certificate to be provided by leaseholders on an annual basis.
- Repair notices are now issued on a quarterly basis.
- A review of the information provided in respect of 'Resale' enquiries has been made.

We are always looking for new members to join us, as we are keen to obtain views from leaseholders across the borough. If you are interested in joining the group please contact the Home Ownership Team on 01708 434000 or by emailing us at [homeownership@haverling.gov.uk](mailto:homeownership@haverling.gov.uk)

## 16 Service Promise

- We will endeavour to acknowledge any correspondence (excluding repair enquiries) within 2 working days and provide a full response within a further 10 working days
- We will answer your call within 5 rings
- We will aim to return your call within 24 hours
- We will respond to repair enquiries following the outcome of investigations
- We will issue the Ground Rent Notice in February of each year
- We will issue the Estimated service charges no later than 31<sup>st</sup> of March of each year.
- We will issue the Actual service charge no later than 30<sup>th</sup> September of each year

# 17 Useful Contacts

Listed below are some contact details you may find helpful.

## Havering Council

Housing Services contact centre 01708 434000

Email: [www.havering.gov.uk/askhousing](http://www.havering.gov.uk/askhousing)

## London Borough of Havering

Town Hall 01708 434343

Council Tax 01708 433997

Electoral Registration 01708 432445

Environmental Health 01708 432777

Gerpin's Lane Tip 0800 3899918

Customer Services 01708 434343

Insurance Section 01708 432369

Legal Services 01708 432442

Social Services Call Centre 01708 432000

Streetcare 01708 432563

Trading Standards 0345 0400506

Registrars Office 01708 433481

(Births, Deaths and Marriages)  
Liberty Housing 01708 434667

## Police Stations

Hornchurch 01708 751212

Rainham 01708 751212

Romford 01708 779125

NHS Direct 0845 4647

Dial-a-Ride 0845 999 1999

H.A.D. 01708 476554

(Havering Association for People  
with Disabilities) 01708 438585 (Text Phone)

[www.had.mistral.co.uk](http://www.had.mistral.co.uk) (e-mail)

# 18 Feedback Form

We always welcome feedback from our leaseholders and would like to know if you found the information in this pack useful.

Please tick the relevant boxes below.

Question	Agree	Disagree	Comments
I found the information in this pack useful			
Everything I need to know about being a leaseholder is included.			
I shall keep a copy in a safe place to refer to at a later date			

If you have any comments you would like to make about this Information Pack, please tell us in the space below:

Your name:

Address:

Contact number:

Email address:

Once completed, please return to our 'Freepost' address:

Freepost RRJC-CEXK-EARL  
Home Ownership Team  
London Borough of Havering  
Tenant and Leaseholder Services  
Chippenham Road  
Harold Hill,  
Romford  
RM3 8YQ