

LEASEHOLDER HANDBOOK





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This leaflet is also available in large print and audio formats.
If you would like an alternative format, please contact:
Customer Services, PO Box 787, Harrogate HG1 9RW
Tel: 01423 500600 or email customerservices@harrogate.gov.uk.

Welcome



This handbook covers the rights and responsibilities of both you, as the leaseholder, and of Harrogate Borough Council as the freeholder, across a range of services such as repairs and maintenance, service charges and subletting. We hope you find it useful.

Section One

Leaseholders' Rights and Responsibilities



What is your lease?

When you buy a flat from Harrogate Borough Council you buy a leasehold interest in your home. The council continues to own the freehold. Your lease will usually be for either 99 or 125 years taken from the date when the first lease in your block was granted. Your lease is a legal document between you and Harrogate Borough Council and sets out the rights and responsibilities of both parties.

The following table has been devised to help you understand your lease. It is not meant to be a legal document and leaseholders (or lessees as called in the lease) should consult their solicitor or other legal expert regarding the terms of the lease and the legal meaning of the terms of the lease. The Leasehold Advisory Service is also a useful source of independent advice. Please note that, over the years, Harrogate Borough Council has changed the terms of the standard lease, so your lease may not contain all the clauses mentioned in this handbook.

Leaseholder Responsibilities

In entering into the lease, you (the leaseholder) agrees to perform the obligations therein. These obligations are contained within Clause 3 of the lease under the various sub clauses as follows (note this list is not exhaustive):

Leaseholders' obligations under the lease agreement	Sub clause
Pay the rent and other charges relating to the property such as council tax, water rates, gas and electric charges.	1, 2
If you sell the lease within five years of buying it from the council you will have to pay back a proportion of the discount given. You, or your legal representative, must always tell the council of your intention to sell the lease to the property.	3
Maintain your home in good condition.	4, 5
Keep your garden, hedges, fences and walls tidy. The boundaries of your garden area (if any) should be shown in plans attached to your lease marked with a "T".	4, 6

Leaseholders' obligations under the lease agreement	Sub clause
Allow council staff, representatives and contractors entry to your home so they can sort out repairs and maintenance for your property and for adjoining properties. Sometimes this may be to resolve emergency repairs. The council may erect scaffolding and put up ladders etc. for these reasons.	7, 3rd Schedule Clause 5
The council (and its agents and statutory undertaking [e.g. gas, electric and water] companies) may enter the property to install and inspect electrical, gas, water and other installations. This now includes gas boilers and flues.	7
Where defects are identified by the council you may be given three months to put them right (or less if the repairs are urgent). In emergency situations the council can carry out works and recharge the leaseholder.	7
If you plan to carry out any structural works or major repairs/alterations to your home you must get the council's agreement. You should contact your Neighbourhood Housing Office to ask for permission. Dependent on the works you may also have to obtain building regulation approval and/or planning approval.	8
You can only use your property to live in, i.e. as domestic premises. You cannot use the property as commercial premises, including running a business.	9
The council's building insurance may be invalid if you use your property as commercial premises or for other purposes. You may not, for instance, store inflammable substances or use liquid propane in your home.	29 also 10, (a), (b), (c)
If you receive any legal or other notices from other agencies that may affect your property you must tell the council by contacting your Neighbourhood Housing Office. Examples may include gas, electric and water suppliers, council planning, building regulation or environmental health enforcement notices.	11
You must not cause a nuisance to neighbours (note restrictions). You must meet any costs to stop nuisance that are incurred by the council. Any costs relating to notices issued by the council regarding nuisance (including Housing and Environmental Protection) can be charged to the leaseholder, for instance if the property is a health hazard and needs to be cleaned.	13-21
You must have written permission from the council for keeping a pet.	17
At the end of the lease term (99 or 125 years) the property must be left in a good state of repair and maintenance.	15
Flats and maisonettes with communal entrances - you should not place anything including rubbish in stairways, corridors, halls and landings.	21
Parking - if you have parking bays or areas please use them where possible.	22

Leaseholders' obligations under the lease agreement	Sub clause
You must have all your gas appliances, installations and flues checked every year for safety. The Safety Certificates from your gas engineer should be submitted to the council.	31
You must have the agreement of the council to erect TV aerials and satellite dishes. You cannot change the appearance of the exterior, including decoration, without the council's agreement.	25, 26
You must allow council workmen, contractors and representatives access to your home.	28
The council agrees in the lease to provide building insurance including fire, lightning, explosion, aircraft, riot and civil commotion, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, falling trees, impact, theft, leakage of oil, breakage or collapse of aerials, accidental damage to fixed glass and fixed sanitary ware, accidental damage to supply pipes and cables, subsidence and ground heave or landslip.	Clause 5 (3)
Disputes between the council and leaseholder may be resolved by an independent architect or surveyor. Please note that First-tier Tribunal (Property Chamber) may have a role as a last resort.	Clause 6 (5)

Note: breaches of these obligations could result in the council obtaining a court order against you to enforce compliance.

Leaseholder Rights

What are your Legal Rights?

Under the Commonhold and Leasehold reform Act 2002, leaseholders also have the following rights:

- **The Right to be consulted about planned works and long term agreements, as follows:**

For planned works and cyclical maintenance contracts where the value of works is over £250, a three stage procedure must be adopted that:

- notifies leaseholders of the council's intention to carry out works, invites leaseholders to comment upon the proposals and provides the opportunity (except where a notice of the contract must be advertised in Europe) for leaseholders to nominate a contractor for inclusion in the tender.
- notifies leaseholders of the estimates received from the tender process and invites leaseholders to comment.
- advises leaseholders which contractor has been chosen to do the work.

A similar 3 stage procedure must be used when the council intends to enter into a long-term (more than 12-month) agreement for repairs and maintenance, where the cost to leaseholders may be more than £100 during any year of the agreement.

- **The Undertaking of Repairs**

Leaseholders must be given 30 days' notice of repairs that are to be carried out on their homes under a long term contract as described above, where a leaseholder's contribution is greater than £250. (For urgent work, however, the council does have the right to enter your property to undertake repairs).

- **The Right to Information about Insurance**

You may ask the council for a summary of its building insurance cover and you may inspect its building insurance policy and other relevant documents. The council will allow you to do this free of charge and will arrange for you to inspect the insurance documents within 21 days of your request.

- **The Right to a Management Audit**

You have the right to request that the council undertakes a management audit of its leaseholder service to ensure that it is run efficiently and effectively.

- **The Right to seek Recognition for a Residents' Association**

You may wish to join or form a Residents' Association. If you gain recognition from the council, the Association has the right to request a summary of service charge costs, to inspect accounts and receipts and can appoint a surveyor to advise on matters relating to service charges. Residents' Associations also have the right to be consulted regarding long term agreements and the undertaking of planned works.

- **The Right to Extend the Lease**

You have the right (if you have held your lease for more than two years) to buy a new lease for your home. When you buy a new lease you will add 90 years to the time that was left on your old lease.

- **The Right to Buy the Freehold of Your Building (Enfranchisement)**

You and your neighbours may be able to purchase the freehold of your block (or clearly defined and separate part) if you satisfy certain conditions. The purchase price would be agreed with the council or set by the First-tier Tribunal (Property Chamber) if agreement is not possible.

- **Right to Sub-Let**

You have the right to sub-let your property, subject to the agreement of your mortgage lender, provision of adequate liability insurance and the completion of relevant safety checks (you must also tell the council that you have sub-let your property - see Section 7).

What are your Rights in Relation to Service Charges?

Under the Commonhold and Leasehold Reform Act 2002 you have the right to obtain a summary of costs on which your service charges are calculated. Consequently, each year the council will provide a regular statement of account signed by a qualified accountant. With your statement we will send you an explanation of the service charges and a summary of your rights and obligations regarding service charges (which we are legally obliged to send you). The council will also provide you with any other relevant documents upon request but may make an administration charge for the costs of copying.

Leaseholders generally have the following rights regarding service charges:

- To obtain a summary of the costs for the service charges for the last accounting year which must be certified by a qualified accountant as a fair summary.
- To see the accounts, receipts and other supporting documents relating to the service charges.
- To apply to the First-tier Tribunal (Property Chamber) to determine your liability to pay service charges.
- To withhold payment of service charges demanded where a summary of rights and obligations in respect of administration charges has not been provided.
- To withhold payment of a service charge until the landlord's name and address is contained in the demand for service charges at which notices can be served upon the landlord.
- To apply to the First-tier Tribunal (Property Chamber) to vary a lease where it does not make satisfactory provision with regard to the insurance of the property, the recovery of expenditure, or the computation of a service charge under the lease.
- To request a management audit to establish whether the service charges are being spent in a cost effective way.

What are your Rights in Relation to Administration Charges?

Administration charges may include charges made for request of documents, charges applied because of the late payment of rent or other charges.

Leaseholders have the following rights regarding administration charges:

- To apply to the First-tier Tribunal (Property Chamber) to determine your liability to pay an administration charge. Applications can be made either before or after the administration charge has been made.
- To withhold payment of an administration charge demanded where a summary of rights and obligations in respect of administration charges has not been provided.

Section Two

Service Charges



Service Charges

Leaseholders will receive their annual service charges from the council for the financial year ahead in June or July. This will include the amounts payable during the year for repairs, improvements, maintenance, building insurance and management costs. The ground rent is fixed at £10 per year. Service charges can be paid by Direct Debit which is usually payable in eight monthly instalments. If you wish to set up a Direct Debit please contact us. If you are experiencing difficulty in paying for your service charges, please contact us immediately.

If you fail to pay the service charge due, and do not contact us to discuss the matter, it is possible that legal action will be taken against you. The costs of this action will be added to your debt.

Section 125 Notices

When a property is purchased direct from Harrogate Borough Council the owner is served with a Notice under Section 125 of The Housing Act 1985, which details all the forthcoming major repairs and improvements that the council intends to carry out over the first five years of the lease and the estimated yearly charges to be paid for these works. During this period only inflation can be added to the charges.

If Harrogate Borough Council fails to do this you cannot be charged for these works. However, after the first five years there is no restriction on works undertaken by the council, as long as it properly consults you about the work.

Repair Charges

Under the provision of the lease £100 is included in the service charges each year to cover the cost of any unexpected repairs which are the council's responsibility to undertake. An adjustment is then made on the following years' repair charges to recover or refund any under or over payment made. Please note that you may be liable to pay a share of the costs for repairing items in your block such as roofing, brickwork, windows, external or communal doors, television aerials, door entry systems and items in the communal areas around your property such as drying areas and boundary fences.

Ways of Repaying for the Cost of Major Repairs and Planned Maintenance

The cost of undertaking repairs and maintenance work is charged to leaseholders through the annual service charges. We will increase your annual service charge in the year following completion of the works by the required amount.

The council's decision to undertake major repair works to leasehold properties is based upon the need to do the work and not the leaseholder's ability to pay for the works. However we will give you an estimate of the cost of the major repair works before they are undertaken.

You are advised to seek independent financial advice, and look into other sources of financial assistance in the first instance. If you are concerned about not being able to meet repayments for the cost of major repairs and planned maintenance work please contact us immediately to discuss what options may be available to you. Information on the alternative ways to pay is contained in the leaflet "Ways for Leaseholders to Pay Service Charges for Major Works".

You must confirm with the council how you intend to repay for the cost of major repairs and planned maintenance works. Otherwise you may be subject to recovery action by us which could result in court action being taken against you.

Management

Your annual service charge will also include an amount for management of the leasehold stock. The council's management and administrative costs for leaseholders have risen in recent years due to the need for us to consult with leaseholders more often regarding the management and repairing of leasehold stock.

Insurance

Under the terms of the lease the council provides building insurance which is done under a separate policy from other council properties. The current policy insures leaseholders against the following 'Insured Perils' subject to policy terms, conditions and exclusions:

Fire, lightning, explosion, aircraft, riot and civil commotion, malicious persons, earthquake, storm, flood, theft, leakage of oil, breakage or collapse of aerials, accidental damage to fixed glass and fixed sanitary ware, subsidence, ground heave or landslip.

A £50 excess applies to each and every claim which is increased to £2,500 for subsidence, ground heave or landslip claims.

Please contact us if you wish to have a summary of the council's insurance policy or if you wish to view the schedule.

The insurance premium can fluctuate as it is linked to the number of claims made each year. The council endeavours to obtain the best premium each year, which may mean changing insurers. The cost of the premium is then set for each property on the basis of the insurance valuation of each property. All new leaseholder properties have an insurance valuation at the time of sale. The current insurer is Travelers Insurance Company Limited but please contact us if you wish to make a claim.

The council would always advise you to obtain a number of competitive quotations for your contents insurance.

Section Three

Repairs and Maintenance



Repairs and Maintenance Consultation

For all repair items, improvement works, painting and other cyclical works (which are the council's responsibility) we will notify you in advance of the work being undertaken wherever possible. We may have to do emergency work without notice but we will inform you of the likely cost as soon as possible.

It is a legal requirement for the council to inform leaseholders in advance of the likely cost of any major repair or planned maintenance (including painting) work if the cost per leaseholder is greater than £250.

Painting and Planned Maintenance

Both the exterior of properties and any shared or communal areas will be redecorated when required. Consultation will be carried out with leaseholders before the start of painting works.

We will also regularly inspect the condition of the exterior and communal areas of the property and carry out maintenance and improvement work as necessary.

Electricity to Communal Areas

There may be a small amount in your service charges to reflect the annual cost of electricity to communal areas, which is divided equally amongst the relevant properties.

TV Amplifier/Digital Aerials

If you have a communal TV aerial, the annual cost of a shared TV amplifier (if applicable) is divided equally amongst the relevant properties.

Shared Responsibilities and Site Plan

All new leaseholders will be given a guidance document which defines their responsibilities for meeting the costs of repairing their property, including defining the proportion payable for maintaining shared structures. They will also be given a site plan defining the area of their property and the structures for which the leaseholder will have joint responsibility to pay the cost of maintenance.

Repair Responsibilities

The main document for determining the council's and your responsibilities to repair and maintain your property is the lease. A quick reference guide to your lease is included at the start of the handbook and a guide to repair responsibilities is included overleaf.

In general, the council is responsible for undertaking the maintenance of:

- the structure of the property including the foundations and supporting walls.
- the exterior of the property including the roof and external walls.

- services into the property including gas, electric, water and drainage unless they are individual to your property.
- external wastes and rainwater goods.
- external doors and windows, excluding door furniture and window handles and glazing.
- communal areas: internal - stairs, stairwells and corridors; external - shared sheds and stores, laundry and play area.

The council will charge you for the whole of, or a proportion of, the cost of maintaining these items if they are shared structures.

In general, you are responsible for maintaining the inside of your property including plumbing and pipework, electrical wiring, central heating, doors, plasterwork, kitchen units and bathroom fittings. All existing leaseholders are asked to ensure that their gas appliances are serviced annually and electricians are checked every eight years. This is mandatory for all leaseholders who have purchased their lease from the council from 2008 onwards. We may ask to view the gas and/or electrical safety certificates.

Roof Spaces

Roof spaces remain the property of the council. You must not enter the roof space unless there is an emergency. You must not store anything in the roof space. Very occasionally the council may wish to inspect the roof space for maintenance purposes.

Rechargeable Repairs

Repairs which are required to your property because of deliberate or persistent accidental damage or negligence caused by yourself, a member of your household or a visitor to your house may be designated as a "rechargeable repair".

If a repair is classed as rechargeable you will be given the opportunity to undertake the repair to a reasonable standard or you will be issued with an invoice for the cost of the work, which you will be required to pay within 28 days.

If damage is caused to your property as a result of vandalism, please ensure that you contact the police and obtain an incident number in addition to contacting us. If you do not contact the police you may receive a bill for the cost of the damage.

Guide to Repair Responsibilities

Item to repair or maintain	Sole Responsibility of Leaseholder	Costs shared between all leaseholders and council proportionally
Internal decorating	✓	
Internal joinery, skirting boards, architraves, floorboards, stairs etc.	✓	
Electrical installations including wiring, sockets, lighting, cooker circuits etc.	✓	

Guide to Repair Responsibilities

Item to repair or maintain	Sole Responsibility of Leaseholder	Costs shared between all leaseholders and council proportionally
Plumbing installations including all fittings, stop taps and pipes (and the consequences of any leaks)	✓	
Shared water mains		✓
Heating appliances, boilers, gas pipes and flue liners / terminals and annual checks	✓	
Chimneys and brick flues		✓
Sweeping chimneys	✓	
Kitchen units and fittings	✓	
Plaster, wall tiling and floor tiling	✓	
Windows		✓
Glazing	✓	
Doors into your flat from communal areas		✓
External doors and windows in communal areas		✓
Bin store doors		✓
Doors to shared bin stores		✓
Communal lighting		✓
Communal aerials		✓
Communal stairs, halls and landings		✓
Communal footpaths, car parks and landscaped areas		✓
External walls, brick work, render etc.		✓
External stairs which lead only to your flat		✓
Roofs, lofts and roof structures		✓
Loft insulation		✓
Gutters and rain water pipes		✓
Drains, waste pipes, inspection chambers and gullies which serve only your flat	✓	
Drains, inspection chambers and gullies which serve more than one flat		✓
Fences and gates (unless constructed by present or previous leaseholder)		✓

Guide to Repair Responsibilities

Item to repair or maintain	Sole Responsibility of Leaseholder	Costs shared between all leaseholders and council proportionally
Drying areas and clothes posts		✓
Tree, hedge and garden maintenance		✓
Decorating to communal areas		✓
External decorating		✓
Fire alarms in communal areas		✓
Fire extinguishers in communal areas		✓
Emergency lighting in communal areas		✓
Signs (fires signs, no smoking signs etc.)		✓
External lighting		✓
Door entry systems and intercoms		✓
Balconies and railings to flats		✓
Balconies and railings to communal areas		✓

Section Four

Neighbourhood Management



Grass Cutting and Grounds Maintenance

The council's Parks Service cuts communal grass areas on a 14 day cycle during the March - October growing season. Weeding in communal areas is carried out twice a year, usually in May and then September.

Your annual service charges include the cost of this work, it is inflated each year in accordance with the Parks ground maintenance contract. Where there are shared facilities the cost is divided equally amongst the number of flats in the block.

More information can be found in the Grounds Maintenance Service Standard leaflet. If you have a problem with grounds maintenance please contact us.

Section Five

Having your Say



As a leaseholder, you may become involved in the following tenant involvement structures in order to represent your interests and ensure that our housing services are improved and offer good value for money.

Leaseholder Meetings

Every year the council will invite all leaseholders to a meeting with council officers. At the meeting you may raise any issues you wish.

The common issues to discuss are:

- how to improve the quality of information given to leaseholders;
- maintenance issues;
- service charges;
- upkeep of estates

Housing and Property Services Panel

One leaseholder can join the Housing Service Panel which meets the Head of Housing and several councillors to examine the overall Housing Service Plan covering all aspects of the housing service, and monitor the housing repairs and maintenance service. Meetings are held four times a year.

Neighbourhood and Housing Needs Panel

One leaseholder can join the Neighbourhood and Housing Needs Panel which scrutinises the performance of the Neighbourhood Housing Team and the allocation, homelessness and temporary accommodation services.

Opinion8

Members of Opinion8 generally do not attend meetings but are sent questionnaires to complete so they can give their views on proposed service changes and improvements.

Tenants' News Editorial Panel

Leaseholders can join the Editorial Panel which decides on the format and content of Tenants' News.

Residents' Associations

The council supports the formation of Residents' Associations of tenants, leaseholders and owners on estates and areas which are primarily council owned.

Section Six

Customer Service Standards



If you phone the council we will answer within five rings (about 20 seconds).

If you write to us we will reply within ten working days giving either a full reply or an acknowledgement telling you when we will be able to reply. For more information please refer to the Customer Care Service Standard.

If you report a repair to the council (which is our responsibility) we will undertake the repair within 30 working days, or notify you of the reasons for any delay and how long the work will take. For more information, please refer to the Property Services Service Standard.

Specific queries and complaints should be reported to the council's Customer Services Team either by phone or using the feedback form on our website (see Section Eight).

Section Seven

Selling or Sub-letting your Lease



Selling your Lease

At some point in the future you may wish to move on and sell your lease. You must tell the council that you are moving. We recommend that you instruct a solicitor to act on your behalf and provide a copy of the 'Becoming a Leaseholder' leaflet to your estate agent for prospective buyers to access. If you need additional copies of this leaflet please contact us. It is very important that your solicitor sends formal notice to confirm the sale has taken place. Without this we will continue to levy service charges on you.

Sub-letting

As a leaseholder you are able to sub-let your property. If you wish to sub-let your property you must inform us.

By sub-letting your property, you become a landlord and there are many regulations which you must adhere to for the protection of your tenants. We strongly recommend you take independent legal advice if you are sub-letting.

Emergency Contact

You must inform the Neighbourhood Housing Office of a contact person's name, address for correspondence and contact number in the event of emergency access being required to the property. This is particularly important for times when you are not resident at your property i.e. away for more than a month or if you have sub-let the property.

Section Eight

Useful Contacts



For all queries please contact Customer Services. They will take details of your enquiry and pass this onto the relevant council officer.

Tel: 01423 500600

email: CustomerServices@harrogate.gov.uk

www.harrogate.gov.uk

For out of hours emergencies only contact the E-Team:

Tel: 01423 556300 5.15pm - 8.30am.

If emergencies arise for the following services, please contact them directly:

- Gas Leak or Smell Gas: 0800 111 999
- Yorkshire Water 0845 124 24 24
- Northern Powergrid 0800 66 88 77
- Police non emergency: 101 Emergency: 999

For information about a leaseholder's rights and responsibilities see the Department of Communities and Local Government's guide "Residential Long Leaseholders".

www.communities.gov.uk/publications/housing/booklet

For independent advice about any matter regarding your lease or your rights, contact:

The Leasehold Advisory Service
Fleetbank House
2-6 Salisbury Square
London
EC4Y 8JX

Telephone: 020 7832 2500

Fax: 020 7832 2529

Email: info@lease-advice.org



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