

# Leaseholders' Handbook



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# WELCOME

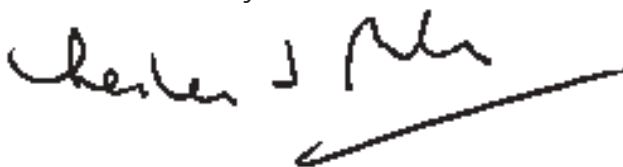
Dear Leaseholder,

This handbook has been produced to give you information about being a leaseholder with Hounslow Council. Hounslow Homes acts as the managing agent for Hounslow Council which means that we will deal with all your day-to-day issues. We hope that it will be a useful guide and will provide answers to any questions you might have.

It has been designed in an easy format, with different sections covering various aspects of being a leaseholder. To keep the information in this handbook up-to-date, we may send you extra pages on areas such as new legislation or changes to our services. Please add these pages to the handbook as and when you receive them.

Hounslow Homes is proud of the services it provides and is always striving to make improvements wherever possible. If you have any comments about this handbook or any of the services we provide, or have a question that the handbook does not answer, please get in touch. Information about contacting Hounslow Homes is contained in the section called 'Making contact'.

Yours sincerely

A handwritten signature in black ink, appearing to read "Chester J. Miller". The signature is written in a cursive style and is positioned above a long, thin horizontal line that extends to the right.

**Director of Housing Services**

January 2005

## TRANSLATIONS AND INTERPRETATION SERVICES

If you have difficulty understanding written or spoken English, we can arrange for someone to interpret for you over the telephone and/or provide a translation of written information about leaseholder services. If you take this notice to one of the Hounslow Homes Area Housing Offices and show it to a member of staff, we will make the necessary arrangements.

### Albanian

Per kopjen e Hounslow Homes Leaseholders Handbook, e cila permban informata lidhur me kontraten tuaj dhe sherbimet, ju lutemi kontaktoni 020 8583 2299.

### Arabic

للحصول نسخة من كتيب سكان هاونسلو هو مز و الذي يحتوي على معلومات حول عقد الايجار و الخدمات، الرجاء الاتصال على 020 8583 2299 .

### Farsi

برای دریافت نسخه ای از کتاب راهنمای مستاجری، که شامل اطلاعات درباره اجاره و خدمات داده شده به شما است، لطفاً با شماره تلفن ۰۲۰ ۸۵۸۳ ۲۲۹۹ تماس بگیرید.

### Gujarati

હંસલો હોમ્સ લેન્ડસની માહિતીપુસ્તિકાની નકલ માટે, કે જેમાં તમારી લેન્ડસ(પટા-ભોગવટ) અને સેવાઓની માહિતીનો સમાવેશ થાય છે તે માટે કૃપા કરી સંપર્ક સાધો. 020 8583 2299.

### Hindi

हाउंसलो होम टेनेन्ट्स की पुस्तिका आपकी किराएदारी के बारे में और सेवाओं के बारे में है। यदि आपको इसकी कॉपी चाहिए तो कृपया 020 8583 2299 पर संपर्क करें।

### Panjabi

'ਹੋਮਲੋ ਹੋਮਜ਼ ਟੈਨੇਂਟਸ' ਦੇ ਖਿਤਾਬ ਨਾਲ ਜਿਸ ਵਿੱਚ ਹਾਉਂਸਲੋ ਹੋਮਜ਼ ਦੇ ਮੈਂਬਰਾਂ ਨੂੰ ਸੇਵਾਵਾਂ ਬਾਰੇ ਜਾਣਕਾਰੀ ਦਿੱਤੀ ਜਾਂਦੀ ਹੈ, ਦੀ ਇੱਕ ਕਾਪੀ ਚਾਹੀਦੀ ਜਿਸ ਲੋੜ ਲਈ ਇਸ ਨੰਬਰ 'ਤੇ ਕੋਲ ਕਰੋ: 020 8583 2297

### Somali

Haddii aad rabto koobbi buugga dadkak guryaha kaga jira Hounslow Homes oo ay ku qoranyihiin macluumaad ku saabsan degganaanshaha iyo adeegyo, fadlan soo wac 020 8583 2299.

### Urdu

ہاؤنسلو ہومز کے بارے میں پوچھنا (ہاؤنسلو ہومز کے بارے میں پوچھنا) جس میں آپ کی کرایہ داری اور سرویز کے بارے میں جاننا کیا گیا ہے اس کی نقل حاصل کرنے کے لیے براہ کرم اس فون نمبر 020 8583 2299 پر رابطہ کریں

## **Information on tape**

If you or someone you know would like an audio tape of any section of this handbook, please ask one of the housing staff.

## **Information in Braille or large print**

If you or someone you know would like any section of this handbook provided to you in Braille or large print please ask one of the Area Housing Offices or Home Ownership Unit.

## **CONTACT INFORMATION**

### **Central Area**

Hounslow/Heston/Cranford/Isleworth area  
Civic Centre, Lampton Road, Hounslow TW3 4DN  
Tel: 020 8583 4382

### **East Area**

Brentford/Chiswick area  
Chiswick Town Hall, Heathfield Terrace, Chiswick W4 4JE  
or

Brentford Housing Office, 58-59 Brentford High Street,  
London Road, Brentford  
Tel: 020 8583 4220

### **West Area**

Feltham/Hanworth/Bedfont area  
St Catherine's House, 2 Hanworth Road, Feltham TW13 5AB  
Tel: 020 8583 4383

### **Home Ownership Unit**

21 High Street, Feltham TW13 4AG

Central Area    Tel: 020 8583 3417

East Area        Tel: 020 8583 4295

West Area        Tel: 020 8583 3418





# 1. INTRODUCTION

The Home Ownership Unit of Hounslow Homes has produced this handbook as a guide to leaseholders who own a local authority flat or maisonette within the London Borough of Hounslow.

It provides information about your lease, your rights and obligations as a leaseholder and our responsibilities to you. It also provides useful information on other aspects of our relationship with you.

The handbook includes a summary of the broad terms of your lease but does not replace your lease or any other legal agreements. If you have a difficulty or dispute in connection with your lease, you should take independent advice from a solicitor, law centre or Citizens Advice Bureau.

## **ABOUT HOUNSLOW HOMES**

Hounslow Homes manages the houses and flats owned by the London Borough of Hounslow. We are a separate organisation set up by the Council to manage and maintain their housing stock. We are monitored by the Council and by the Government. The Government uses the Audit Commission Housing Inspectorate to make sure that we are providing an efficient and high quality service for the Council's tenants and leaseholders.

Hounslow Homes is run by a management board made up of 5 council board members, 5 independent board members, 4 tenant board members and 1 leaseholder board member with

experience and knowledge relevant to the way housing organisations operate.

**Throughout the handbook the reference 'we' refers to Hounslow Homes.**

## **ABOUT THE HOME OWNERSHIP UNIT**

The Home Ownership Unit is responsible for:

- Maintaining records about leaseholders.
- Arranging buildings insurance for leasehold properties.
- Identifying, billing and recovering charges due under residential leases.
- Answering queries about the calculation and payment of service charges.
- Dealing with lessees' requests for consent to carry out alterations to their property.
- Administering the Right to Buy scheme.

It is staffed by experienced officers with specialist knowledge of leasehold ownership and management.

The Home Ownership Unit is not responsible for managing the housing stock and providing works or services to buildings and estates. However it works closely with the Area Housing Teams and other providers of services to your building and/or estate to ensure that information about costs and service levels is accurately recorded, and is recharged in accordance with your lease and relevant housing legislation.

## **OTHER PUBLIC SERVICES**

The Council is responsible for a wide range of other public services. Towards the end of the handbook, there is a list of useful telephone numbers and addresses of the key Council services.

If you need any further information on Council services, please contact 020 8583 2000 where a switchboard operator will be happy to help you.

## **EQUAL OPPORTUNITIES**

Hounslow Homes is fully committed to equality of opportunity for all people, with positive regard and fair treatment for all our communities regardless of age, colour, ethnic or national origin, race, religious belief, gender, marital status, sexuality, responsibility for dependents, disability, and any disadvantaged group.

## **HOUNSLOW HOMES' SERVICE PROMISE**

### **Hounslow Homes – Managing quality homes on behalf of Hounslow Council**

We have four key strategic objectives:

- To deliver excellent housing services with a commitment to continuous improvement.
- To deliver the 'Decent Homes' programme and secure a longer term investment programme for Council housing.
- Create opportunities for the development of sustainable local communities.
- Develop partnerships to explore long term opportunities which would take advantage of the Government's 'freedoms and flexibilities'.

## **Our values**

- We will at all times endeavour to put our customers first.
- We will put customer consultation and feedback at the heart of our operational practice.
- We will ensure that all of our services are fairly and equally provided.
- We will invest in the development of our organisation and its workforce.
- We will become a learning organisation and encourage a culture of entrepreneurship within a social enterprise.
- We will establish leadership through effective governance and accountability.

## **Using and accessing our services**

- Our call centre is open from 8.00 am to 8.00 pm from Monday to Friday and from 9.00 am to 12.00 noon on Saturday.
- Emergency repairs (when the call centre is closed) can be reported to our Out of Hours repairs team on 020 8583 2222.
- Area Housing Offices are open each weekday between 8.45 am to 5.00 pm and by appointment only to 5.30 pm on Thursdays.
- The Home Ownership Unit is open at the same times as our three Area Housing Offices but you should make an appointment before you visit.
- We will ensure that information and correspondence about our services is available to you in your language or format of choice.

## **Visiting Hounslow Homes offices**

*(Different arrangements apply for the Home Ownership Unit)*

- We will ensure that our opening hours are clearly displayed.
- We will take reasonable steps to ensure that our housing offices are physically accessible.
- Our staff will wear identity badges that show their name.
- Our staff will be courteous, professional and polite.

## **If we have to close our offices we will**

- Make sure we tell you when the office will re-open.
- Give you information about appropriate emergency services.
- Let you know if we have to cancel an appointment and arrange another time.

## **Appointments and interviews**

- We will ensure that our ticket queuing systems have clear instructions as to how to use them.
- If you do not have an appointment we will operate on a first come first served basis.
- We will try, whenever possible to offer a choice of times and to provide an appropriate interviewer for any needs you tell us about.
- If you need to discuss a confidential or personal matter we will make sure that you can do so in a private interview room.

## **Visiting you**

- When we visit you we will give you a choice of appointment times.
- We will keep appointments or tell you when we need to cancel, and rearrange.
- We will carry identification.

## Corresponding with you

When you write to or email us we will:

- Reply to you within 10 working days.
- Write in 'Plain English'.
- Explain any complex or technical terms.
- Give you a contact name and other contact details in the response.
- Put an 'out of office' message on email addresses including date of return.

## Telephone answering

- We will answer the telephone within 20 seconds.
- We will respond to messages left on answer-machines or voicemail within one working day of our staff returning to work.
- When we answer the phone we will tell you our name and what section we work in.
- If we need to re-direct your call we will tell you why and who we are going to send the call to.

## **COMMENTS AND COMPLAINTS PROCEDURE**

At Hounslow Homes we are committed to providing high quality services to our customers. We know that sometimes we will get this wrong and when this is the case we want you to tell us about it so we can put things right.

If you are unhappy with the services we, our partners, or contractors have delivered to you, and if the staff responsible have not been able to resolve the matter to your satisfaction, then please follow our complaints process.

## **Stage 1:**

Tell our complaints officer about the problem. You can contact them by:

**Telephone:** 020 8583 3737

**Letter:** Call centre complaints team

Hounslow Homes

Ashmead Road Depot

Feltham

Middlesex TW14 9NN

**Email:** [complaints.team@hounslowhomes.org.uk](mailto:complaints.team@hounslowhomes.org.uk)

**Complete a complaints form:** available from reception areas.

**Internet:** visit our website at [www.hounslowhomes.org.uk](http://www.hounslowhomes.org.uk)

We will confirm receipt of your complaint and tell you when you can expect a reply. A reply will normally be sent to you within two weeks of the date you made your complaint.

## **Stage 2:**

If you are unhappy with the reply you receive you will be invited to contact our customer services officers who will carry out an independent investigation on your behalf. You can contact our customer services officers by:

**Telephone:** 020 8583 3726 or 020 8583 3727

**Letter:** Customer Services Office

Hounslow Homes

St Catherine's House

2 Hanworth Road

Feltham

Middlesex TW13 5AB

or by email as Stage 1.

You will be told when the stage 2 investigation starts and when you can expect a reply. A reply will normally be sent to you within two weeks of the start of the investigation.

### **Stage 3:**

If you are still dissatisfied with the reply you receive you can ask the Customer Services officer to refer your case to a Complaints Panel, which is made up of Hounslow Homes' board members and Hounslow Council representatives. The Complaints Panel usually meets every six weeks.

### **Stage 4:**

If after stage 3 you are still dissatisfied you may:

- Ask the Council's corporate complaints team to consider your complaint.
- Use the Leaseholder Dispute Resolution Scheme.
- Take your complaint to the Local Government Ombudsman.

### **Leaseholder Dispute Resolution Scheme**

This is a service you can use if you have followed our complaints procedure and are not satisfied with our decision.

The scheme is an alternative to legal action or the Leasehold Valuation Tribunal and involves using an independent specialist. The independent specialist is appointed by the Chartered Institute of Arbitrators.

However, before a disagreement between you and us can go for dispute resolution we must both agree to keep to the arbitrator's decision.

There is a nominal fee payable by both you and us when an application is made to the Chartered Institute of Arbitrators.



For more information please contact the Home Ownership Unit or your Area Housing Office (See Section 2: Making contact).

### **The Local Government Ombudsman**

This service is independent and is available to those individuals who feel that they have been treated unfairly by a local authority. The Ombudsman will only investigate complaints which have already been considered under the Council's own complaints procedure.

The Ombudsman can deal with complaints about the manner in which decisions were made (maladministration) but cannot investigate a matter that is already subject to legal proceedings.

The Ombudsman can be contacted at:

The Local Government Ombudsman

10th floor, Millbank Tower

Millbank

London SW1P 4QP

Tel : (020) 7217 4620

Fax: (020) 7217 4621

If you want to make a complaint to the Ombudsman – which must be in writing - we recommend that you look at the leaflet 'Complaint about the Council? How to complain to the Local Government Ombudsman' first. You can get a copy of the leaflet by contacting the Ombudsman directly. You can also get a copy from a Citizens Advice Bureau.

All complaints (and praise) are recorded and regularly monitored. We use this customer feedback to help us review and improve the effectiveness of our services and the performance of our staff and contractors. Your views are important to us.



# 2. MAKING CONTACT

Whenever you contact any section of Hounslow Homes, please give your full name and leasehold address.

If you are contacting the Home Ownership Unit, you may also need to provide an account number of one of the accounts which relates to your property. This is particularly important if you want information about your account(s). Your account numbers can be found in information provided to you by the Home Ownership Unit.

It is very useful if you give us your contact telephone number(s) in case we need to get in touch with you.

## **HOW TO CONTACT US**

### **In person at our offices**

Please make an appointment before you visit the Home Ownership Unit. You are also advised to make an appointment before visiting Area Housing Offices if you want to discuss a specific matter but if you come without an appointment we will do our best to help.

All Hounslow Homes and Council offices provide access for people with disabilities. If you require special assistance, please let us know when you arrange an appointment.

The addresses for our Area Housing Offices can be found later in this section.

## **By telephone**

If you do not have a direct-dial number for the person or section you want, you can call the main switchboard on 020 8583 2000 Monday to Friday from 9.00am to 5.00pm. The switchboard operators will redirect your call to the relevant person or section.

If you use a direct-dial number and the person you are calling is already on a call or away from their desk, you can leave a message with another member of their team or possibly on voicemail.

## **In writing, by post or by fax**

It may be more convenient for you to write to us if you do not need immediate action or advice. For some purposes, such as applying for permission to carry out alterations, you must write to us. We promise to reply to you in 10 working days of receiving your letter.

Address details of key sections of Hounslow Homes are provided later in this section.

## **By e-mail**

You may find it quicker and more convenient to use e-mail to contact us. All sections of Hounslow Homes have an e-mail address, which is checked regularly for messages.

Our confidentiality policy prevents us from monitoring e-mails to individual staff members. As a result, if you need a quick response please do not use the e-mail address of an individual member of staff, unless you have arranged this with the person concerned, as the person may be away.

We aim to respond to e-mails as quickly as possible. However, in any event, we will meet our service promise by replying within 10 working days of receiving your e-mail.

## **WHO TO CONTACT**

### **The Home Ownership Unit**

You should contact the Home Ownership Unit if you have a query about:

- The cost and/or calculation of day-to-day service charges.
- Major works consultation and service charges.
- Your building insurance premium and insurance claims.
- Advice on leasehold issues.

The Home Ownership Unit is based at:

21 High Street, Feltham TW13 4AG

Their e-mail address is:

home.ownership@hounslowhomes.org.uk

In general terms these are the Home Ownership Unit staff to contact:

### **Leasehold Services Officer**

Your Leasehold Services Officer is your first point of contact if you have any questions about the following:

- Your lease.
- Service charges generally such as calculation, invoicing and collection.
- Charges for major works.
- Requests to carry out alterations and improvements.
- Selling your home.
- Sub-letting.
- Buildings insurance claims.

## **Contact numbers**

Brentford/Chiswick (East Area): 020 8583 4295

Hounslow/Heston/Cranford/Isleworth (Central Area):  
020 8583 3417

Feltham/Hanworth/Bedfont (West Area): 020 8583 3418

## **Major Works Officer**

Your Major Works Officer is the person to contact if you have any concerns or queries about:

- Consultation letters from the Home Ownership Unit about proposed major works and the amount you may have to pay.
- The way we work out your bill for major works.

## **Contact number**

020 8583 3968/4005/4003/4415

## **Income Recovery Officer**

Your Income Recovery Officer is the person to contact when you want to

- Discuss your ability to pay charges.
- Make agreements to pay debts.
- Ask for an explanation of arrears.

## **Contact numbers**

Brentford/Chiswick (East Area): 020 8583 3949

Hounslow/Heston/Cranford/Isleworth (Central Area):  
020 8583 3965

Feltham/Hanworth/Bedfont (West Area): 020 8583 3418

## **Hounslow Homes' Call Centre**

We must maintain the building and estate where your flat is situated, including communal services in your flat. Communal services include a pipe or duct serving other flats but running through your home, an entryphone, your connection to a communal television aerial, or the heating provision, if your flat is connected to a district heating system.

You can report any defects in the external and communal areas of the building or estate to the Repairs Call Centre using this freephone number: 0800 085 6575.

The Hounslow Homes Call Centre is open from 8.00am to 8.00pm Monday to Friday, and Saturday mornings between 9.00am and 12.00 midday. If you have an urgent problem outside of these hours, you can call the Out of Hours Emergency Number: 020 8583 2222.

When reporting a repair, it is useful if you can provide clear information about the defect and the location of the problem. This helps us to deal with the repair efficiently.

## **Major Works and Improvements**

If you have a query about major works and improvements that are in progress or due to be carried out at your building or estate, you can contact the Tenant Liaison Officer for your area.

Brentford/Chiswick (East Area):  
020 8583 4220

Hounslow/Heston/Cranford/Isleworth (Central Area):  
020 8583 4382

Feltham/Hanworth/Bedfont (West Area):  
020 8583 4383

You can also contact the Home Ownership Unit staff who may have information about the works if the Unit has carried out statutory consultation with you.

## **Area Housing Office**

This is your point of contact for enquiries about the day to day management of your building and/or problems on your estate.

The Area Housing Teams deal with:

- Caretaking and grounds maintenance.
- Consultation with residents regarding local services and major works.
- Neighbour nuisance and anti-social behaviour.
- Estate parking.
- Abandoned vehicles.
- Dumped rubbish.
- Boundary issues.

Regular visits are carried out by staff to check the standard of services provided, which often identify problems in communal areas. If you have any queries about our services, you should contact your local Area Housing Office:

### **Brentford/Chiswick**

Brentford Housing Office  
58-59 High Street, Brentford TW8 0AH  
Telephone: 020 8583 4220

### **Hounslow/Heston/Cranford/Isleworth**

Civic Centre, Lampton Road, Hounslow TW3 4DN  
Telephone: 020 8583 4382



## **Feltham/Hanworth/Bedfont**

St Catherine's House, 2 Hanworth Road, Feltham TW13 5AB  
Telephone: 020 8583 4383

## **IF WE NEED TO CONTACT YOU**

We would like you to give us a telephone contact number in case of an emergency and to help us sort out simple queries. We will keep this information confidential unless you give us permission to disclose it (for example, to pass your number to a contractor).

## **OTHER USEFUL CONTACT DETAILS**

### **Hounslow Homes Head Office**

Hounslow Homes Ltd.

St Catherine's House, Hanworth Road, Feltham,  
Middlesex, TW13 5AB.

### **Office opening hours:**

Monday to Friday 8.45 am to 5.00 pm.

The Office is open until 5.30pm on Thursdays. Appointments may be made between 5.00 pm and 5.30 pm only.

### **Switchboard phone number:**

020 8583 4383

### **Emergency repairs when our office is closed**

020 8583 2222

### **Address for Service of Notices in Proceedings**

The Borough Solicitor

London Borough of Hounslow

Civic Centre, Lampton Road, Hounslow, TW3 4DN.



# 3. ASKING YOUR VIEWS

We are strongly committed to encouraging tenants and leaseholders to get involved in the decisions which affect them. We have a formal consultation structure which ensures that tenants' and leaseholders' views are taken into consideration.

## **WHAT IS IN IT FOR YOU?**

You might read this and think "I am not really bothered about being asked or consulted", or ask the question, "why should I get involved?".

There are significant benefits for leaseholders that choose to get involved. These include:

- Finding out more about what's happening in your area.
- Meeting new people in the area.
- Getting the chance to share ideas with others.
- Working with us to sort out problems in your area.
- Being able to influence and shape future services.

## **WHY WE WANT YOUR VIEWS**

You receive a number of services from us and we want to work with you:

- To make sure that these services are run efficiently.
- To show how you can help to improve the services that you receive.

- To make you aware of your right to be consulted on certain service issues.

There are a number of ways that you can get involved.

These include:

- **Reading** - letters, newsletters, magazines or reports.
- **Meetings** - attending public meetings to discuss proposals in more detail. In some cases special resident interest groups or forums may be set up to deal with a specific issue, for example, to discuss major regeneration proposals.
- **Surveys** – filling out questionnaires to tell us more about you and your family, which helps us to plan services.
- **Events** - attending special events like conferences, fun days and seminars to find out about different issues.
- **Mystery shopping** - by acting as a 'mystery shopper', you can give your views on a number of our services.
- **Residents' Panel** - by joining a Residents' Panel you can work with us to discuss various service areas via focus groups, reading groups and telephone and postal questionnaires. The views of residents from this panel are used to highlight areas of Hounslow Homes that can be improved and work towards delivering better services as a result.

## **HOW TO FIND OUT MORE ABOUT GETTING INVOLVED**

Tenant and leaseholder representatives worked with us to write the Hounslow Tenant Participation Compact. This document explains how we will work together to improve services. It explains how you can be involved in taking decisions on housing issues, as well as the responsibilities of both parties (residents and Hounslow Homes) on consultation.

The service areas currently covered in the compact are:

- Housing Strategy.
- Tenant and leaseholder involvement.
- Resources for tenant and leaseholder involvement.
- Tenancy conditions.
- Anti-social behaviour.
- Services to leaseholders.
- Rent setting and rent collection.
- Repairs and maintenance.
- Capital programme.
- Environmental and horticultural works.
- Management of empty properties.
- Allocations.
- Caretaking and concierge services.

If you would like a copy of the Compact please contact your Tenant Participation Officer at your Area Housing Office (See Section 2: Making Contact).

## **WHO CAN YOU TALK TO ABOUT GETTING INVOLVED?**

### **Hounslow Leaseholders' Forum**

The Hounslow Leaseholders' Forum is made up of volunteer leaseholder representatives from the three areas. There are four representatives for each area. They are elected at an open meeting for all leaseholders held in February/March each year.

The Forum meets every 2-3 months to discuss strategic issues and the delivery of services and ongoing developments.

The Forum has a valuable role to play in improving the way that we operate and the information we provide to leaseholders. It was instrumental in establishing the Arbitration Scheme, an alternative dispute resolution service.

One member of the Forum is co-opted from the Board of Hounslow Homes and two other members from the Hounslow Federation of Tenants' and Residents' Associations (HFTRA).

If you are interested in hearing more about what the Forum does or would like to come along to one of its meetings, you can contact Forum representatives by writing to the Home Ownership Unit. They will pass on your letter to a member.

### **The Tenant Participation Officers**

These staff are responsible for developing, supporting and facilitating consultation activities for all our tenants and leaseholders.

They will work with you on an individual or group basis, and with other community organisations to develop, promote and support community involvement.

They will:

- Help set up residents' associations and other residents' interest groups.
- Provide specialist support, such as grants and training.
- Ensure you are consulted and actively involved in decision-making by encouraging you to come to meetings and other events.
- Work with other agencies on your behalf regarding tenant involvement issues.

- Encourage and develop the involvement of tenants, leaseholders and residents in managing their homes.
- Support you if you want to get involved.

One of the most common ways of becoming involved is by joining a Tenants' and Residents' Association (TRA), which is a voluntary group committed to taking an active interest in what happens where they live. Being part of a TRA gives you the opportunity to have a direct say in local issues and the way your home is managed. We positively encourage the setting up of TRAs.

### **The Hounslow Federation of Tenants' & Residents' Associations (HFTRA)**

This is an independent and non-political body made up of residents' groups representing estates and single blocks. It is managed and run by tenants and residents for the benefit of tenants and residents.

The Hounslow Federation of Tenants' and Residents' Associations (HFTRA) is able to represent the views of groups and individuals. HFTRA's office provides printing facilities, which are available to all tenants' and residents' associations in Hounslow.

HFTRA can offer help and advice to groups setting up tenants' and residents' associations and support these groups until they feel able to cope alone. HFTRA can be contacted at:

Tenant Resource Centre, Benson Close, Hounslow,  
Middlesex, TW3 3QX.

**Telephone:** 020 8569 5823

**Email:** hftra@residents95.freeserve.co.uk

**Web:** www.hftra.co.uk

## **WHAT NEXT?**

If you want more information on any of the issues in this section of your handbook, please contact your Area Housing Office (See Section 2: Making contact).



# 4. YOUR LEASE AND YOUR RIGHTS AS A LEASEHOLDER

*Please note that leases differ. Always check your own documents for exact details.*

The lease is a contract between the Council and you. It sets out in legal terms what your obligations and rights are as a leaseholder and what the Council's obligations and rights are as your landlord. **It is important to understand that the lease is a legally binding contract enforceable in law. Neither party to the lease can simply walk away from it or act outside the terms of it.**

This section provides a guide to the contents of the Council's standard lease. If you would like any of this information to be explained further, please contact the Home Ownership Unit. This section is not a definitive interpretation of the terms of your lease and you should get independent advice if you do not understand or agree with its contents or advice given to you by the Home Ownership Unit.

## **STANDARD CONDITIONS**

These include:

- The original sale date and the parties to the sale.
- The date the lease started (usually the date of the first sale in the building).

- The length of the lease (usually 125 years).
- Definitions of some of the words and phrases used in the lease, for example, 'Building' and 'Services'.

## **LEASEHOLDER'S AND LANDLORD'S COVENANTS**

The lease sets out the obligations and responsibilities of the landlord and the lessee. The terms of the lease are called covenants, which are binding agreements to do certain things or promises not to do other things.

## **THE FLAT**

The lease also contains information which applies to your home. You should make sure you are familiar with this.

The flat and any other property that you have purchased is usually described in the FIRST SCHEDULE of the lease and with reference to a lease plan. This plan shows the building (and estate, if any) where your flat is located, the position of your flat within the building and any private garden, shed etc. sold with the lease.

Please note that windows are not amongst the items sold with the flat. They are owned by the Council, so you are not responsible for repairing or renewing them.

## **Amongst other matters, when the Council signs the lease they agree to:**

- Allow you to live in your property, as long as you pay the ground rent and other charges and meet all your obligations.
- Keep your flat insured for the full reinstatement value, provide you with a schedule of cover and a summary of the policy and allow you to see the full policy on request (see Section 8: Insurance).

- Reinststate the building if it is damaged by insured perils.
- Keep the structure and exterior of the building in good repair.
- Keep services to the building, such as gas and electricity, in working order, and maintain all common parts of the building or estate in which you live (see Section 6: Repairs and Maintenance).
- Give you an annual estimate of the service charges for your flat for the coming financial year. This includes a charge for managing the building /estate and leasehold accounts.
- Calculate the actual costs after the end of each financial year and advise you of the difference.
- Maintain proper accounts in relation to service charges. Make supporting documents available for your inspection for six months after actual accounts are published and provide information on how service charges are calculated (see Section 5: Service Charges and Ground Rent).

### **The Council can:**

- Employ professionals to carry out some or all their obligations under the lease and include the costs in calculations of service charges.
- Come into your home after due notice to carry out the landlord's obligations under the lease.
- Come into your home to inspect it and to carry out works.
- Run and maintain electricity cables or water or gas pipes from any other part of the estate or block through your flat or maisonette.
- Extend or carry out alterations or improvements to the block or estate, excluding your flat or maisonette.

## Amongst other matters, when you sign the lease you agree to:

- Pay the annual ground rent of £10, due 1st January on demand.
- Pay a reasonable share of our running costs for the management, repair and maintenance of the building and the shared areas and for the provision of services.
- Pay on demand an insurance premium based on the cost of rebuilding your flat and communal areas.
- Repay all or part of the discount you received, if you are the first owner of the property and you sell your flat within three years of buying it from Hounslow Council (see Section 11: Other Leasehold Matters).
- Pay our expenses for any fees or charges we have to pay in connection with your property.
- Maintain, decorate and repair all parts of your home including all services used solely by your property (see Section 6: Repairs and Maintenance).
- Not make any alterations or additions to your home without our consent (see Section 9: Living in your home).
- Allow us into your home to inspect the condition and, after due notice, to carry out works that you have not done (we will then charge you for doing the work).
- Allow us and other leaseholders into your home to carry out obligations under the lease.
- Pay all taxes and charges due on the property.
- Not cause a nuisance or annoyance to neighbours (see Section 10: Nuisance and Harassment).
- Use the premises only as a place of residence.

- Provide notice to the Borough Solicitor in writing (within one month) of any change in ownership or any new mortgage. There is a charge for registering these changes.
- Not do anything that would make the insurers refuse to pay out on any claim which we might want to make (see Section 8: Insurance).

You should have a copy of your own lease and should be able to obtain this from your solicitor. The Borough Solicitor can also provide you with a copy. There is a charge for this service, currently £20.

If you want to discuss any particular aspect of your lease with us, please contact the Home Ownership Unit.

## **YOUR RIGHTS**

These are some of your rights under the law. You will have other contractual rights under the terms of your lease. You should look at your lease to check these contractual rights. The glossary at the back of the handbook provides a summary of some legislation (Acts of Parliament) relevant to leaseholders.

### **Freedom from Interference**

You have the right to 'quiet enjoyment'. This has nothing to do with noise, but means that you can live in your home without interference from the Council or any other persons so long as you comply with the terms of the lease.

### **The Right to Enfranchise**

Enfranchisement means leaseholders as a group purchasing the freehold of their block of flats. If the group and the building meet the requirements of the law they can do this even if the freeholder does not want to sell it.

The new freeholder becomes the landlord and takes on responsibility for managing and maintaining the building,

serving statutory notices, collecting and accounting for service charges and enforcing the terms of the leases.

If you would like to know more about enfranchisement please contact the Home Ownership Unit.

### **Extending the lease**

Many individual leaseholders have the right to acquire a new lease that lasts 90 years longer than their current lease. If you would like further information please contact the Home Ownership Unit.

### **Right to apply to vary the terms of a lease**

Once signed the lease is legally binding on you and the Council. Your solicitor should have explained the contents of your lease before you signed it.

The need to change any of the terms of your lease rarely arises but where it does changes can only be made with your, and the Council's written agreement, or following a decision by a Leasehold Valuation Tribunal. There are restricted grounds for applying for a variation to leases but in rare circumstances a number of leases can be varied even if one or more parties affected by the change do not agree.

### **Control of personal information**

You can check any personal details we hold about you on file or computer under the Data Protection Act 1998. If you would like to see any records speak to your Leaseholder Services Officer, who will explain the procedure and arrangements for viewing.

If you are unhappy about any information or expression of opinion recorded on your files, you can ask for it to be corrected or erased. If we disagree with your request, you will be informed of the reasons. You can insist that your views on the matter are added to the records.

Please note that we will not answer enquiries from people claiming to represent you (including members of your family) unless you confirm that they have your permission to contact us. All information is held confidentially, although the Council has a legal responsibility to pass certain information to various other departments and other public bodies.

### **Passing on your lease if you die**

On death your lease will pass to the person(s) you have named in your will. If you have no will, under the Administration of Estates Act 1925, the court will determine who in your family will inherit the lease.

The discount repayment clause does not apply in these circumstances.

### **Remaining in your home**

You are secure in your home provided you keep to the terms of the lease. Only a court can allow your home to be taken from you. This could happen if, for example, you failed to pay your service charge or mortgage, or you knowingly made false statements when you applied for the lease.

### **Rights for those who pay service charges**

If you pay a service charge, you have a number of important rights including:

- A right to be notified in advance of any changes to your service charge.
- A right to challenge your service charges at a Leasehold Valuation Tribunal. See below and the list of useful addresses contained within this book.
- A right to request a summary of the service charge costs for the previous financial year and to inspect the accounts and

invoices on which the summary is based (we provide an annual certificate – see Section 5: Service Charges & Ground Rent).

- A right to a summary of the insurance policy for your building or the full policy.
- A right to be consulted about proposed work where the cost to any leaseholder will exceed £250.00 (see Section 7: Major Works).
- A right to be consulted about proposed service contracts which will be in place for more than one year, if the cost to any leaseholder will be more than £100 in any year.
- A right to be charged for, or notified of service charge costs, within 18 months of the cost being incurred.
- You may have a right to a loan from the Council to assist you in meeting all or some of your charges for major works of repair during the first 10 accounting years after the lease is granted (see Section 5: Service Charges and Ground Rent).



# 5. SERVICE CHARGES AND GROUND RENT

## WHAT IS THE GROUND RENT?

A rent, fixed in the lease at £10 per year, for the use of the land on which your building stands.

## WHAT ARE SERVICE CHARGES?

Service charges are your contributions to our costs for managing, maintaining, repairing, insuring and providing services to the building that includes your flat. If your building is part of an estate you have to pay towards estate costs as well.

Your service charges do not subsidise tenants in any way.

We raise 3 types of service charges, each on a separate account:

- **Annual service charges** - these are costs that we expect to pay every year for works and services e.g. electricity supply to the common parts, caretaking services, grounds maintenance and minor repairs.
- **Major works service charges** - these are for more expensive works that take place occasionally or every few years, such as window or roof renewal, or redecoration of the exterior of the building and internal common parts. There is more information about major works in Section 7 of this Handbook.
- **Insurance premiums** – an annual charge for Buildings Insurance. The insurance year is currently 1st October to 30th September. See Section 8 for more information.

## **ANNUAL SERVICE CHARGES**

An annual service charge can include a number of different types of cost. We call them “heads of charge” and show them on your service charge bills. The services you receive and the charges we make depend on where you live.

### **What costs and services are included in the heads of charge?**

- **Administration and Management Charge:** this includes a contribution to the costs of managing estates and the cost of services to leaseholders, as follows:
  - Providing local housing management to the estate, including inspections, repairs and dealing with nuisance.
  - Meetings with residents.
  - Maintaining records of leaseholders.
  - Identifying rechargeable costs, and calculating estimated and actual recharges for each financial year.
  - Billing service charges and ground rent.
  - Collecting charges and accounting for payments received.
  - Arranging buildings insurance and making claims in respect of the structure and the common parts.
  - Supporting leaseholders in their own block policy claims.
  - Providing newsletters and handbooks.
  - Responding to queries.

Please note that there is a separate administration and management charge for major works (see Section 7: Major Works for more information).

- **Block Repairs:** day-to-day repairs to the exterior or common parts of your building (see Section 6: Repairs and Maintenance).
- **Caretaking Services:** these can include inspecting the estate and building where you live, reporting defects, cleaning, litter picking, moving rubbish bins and carrying out bulk refuse collections. The charge also includes travel time, materials, uniforms and monitoring. Levels of service and visiting times are shown on the caretaking schedule. The schedule for your block or estate should be displayed on your estate notice board.
- **Communal Electricity:** lighting common parts, power for equipment such as door entry systems, aerial boosters, external security lights, lifts and heating.
- **Communal TV Aerial:** keeping a communal television aerial in working order. You have to pay even if you chose not to make use of it.
- **Concierge:** if you have a concierge service the cost is divided up to take account of the hours when the service is available to your block and to the estate and also whether there is a concierge office in your building or nearby.
- **District Heating:** fuel, repairs, maintenance and other costs for providing heating and/or hot water to all properties on a communal heating system. Your charge is based on the heating points for your flat.
- **District Heating Administration:** a contribution to the staffing costs and overheads for heating engineers and leaseholder services staff.
- **Door Entry System:** maintaining your door entry system, including twice-yearly visits under a planned maintenance contract.

- **Dry Riser:** twice-yearly planned maintenance inspections and repairs to dry risers, which are part of the fire-fighting system in high-rise blocks.
- **Estate Repairs:** repair and maintenance of the external areas of your estate, including estate lighting, boundary walls, paths and playground equipment (see Section 6: Repairs and Maintenance).
- **Grounds Maintenance:** works to the grassed or planted areas around your block or estate that are not private gardens. This includes mowing grass, weeding, pruning shrubs and other plants and re-planting where necessary. Also weed-killing on paths, playgrounds etc.

Most work is part of an annual maintenance contract but there may be orders for unusual or additional works not covered by the contract.

- **Lift Maintenance:** repairing and maintaining the lift(s) in your building, including monthly inspections under a planned maintenance contract.
- **Ventilation:** cost of the planned maintenance contract and other works to maintain extractor fans for internal bathrooms.
- **Water Booster:** cost of the planned maintenance contract and other works to pump water to the top of tower blocks.

## **HOW IS THE ANNUAL SERVICE CHARGE WORKED OUT?**

### **The service charge year**

In Hounslow the service charge year is a financial year, which runs from 1st April to 31st March of the following year.

### **Estimated service charges**

- Before the beginning of each financial year the Home Ownership Unit estimates the costs for providing works and services to your building and estate during the coming year.
- We usually base the estimates on costs in previous years. We send you details of your contribution.

### **Actual service charges**

- We cannot work these out until a financial year has ended. For example, in spring 2004 the Home Ownership Unit started to bring together information about actual costs for the period 1st April 2003 to 31st March 2004.
- We use financial records and information about service provision to work out how much was spent on every building and estate that includes at least one leaseholder.
- We send you a Certificate showing the actual costs and the difference between the actual and estimated charges for that year.
- We put the difference onto your service charge account. If it is a credit and your accounts are clear it can be refunded to you or offset against future charges. If there is an additional charge, you should pay it when you receive the Certificate.

## **Major works service charges**

Major works are large items of expenditure on your block or estate, sometimes programmed several years in advance.

The cost of some programmes of major works can be considerable. It is not uncommon for contributions by individual leaseholders to be several thousand pounds, and very occasionally they are tens of thousands of pounds.

When we believe that major works will cost you or other leaseholders more than £250 we have to consult you in order to recover the full service charges. This is additional to any other consultation carried out with residents. The procedure we must follow, and the information we give you, is set out in law.

For further explanation see Section 7: Major works.

## **COUNCIL LOANS**

You may have a right to a loan from the Council to assist you in meeting all or some of your charges for major repair works during the first 10 accounting years after the lease is granted. There are limits on the amount you can borrow, and the Council's interest rate is higher than many lending institutions.

If you want more information you should contact the Home Ownership Unit. (See Section 2: Making contact).

## **SOME POSSIBLE LIMITS ON SERVICE CHARGES**

### **Right to Buy Legislation**

All right to buy leases have an initial period, which lasts to the end of the fifth full financial year after the date of sale. During that period there are limits on service charges for works (day-to-day repairs, major works and improvements).

We cannot charge you more for major works than the amount quoted in the right to buy offer notice together with an amount

for inflation. If works were not mentioned we may not be able to charge anything for them during the initial period. These limits apply to the lease, not the purchaser, so they continue to apply if the property is assigned.

After the initial period has ended, we can charge you your full share of the reasonable cost of any work.

## **Rent to Mortgage**

If you purchased your flat on rent to mortgage terms your charges for repairs and improvements are reduced by the same percentage as the outstanding landlord's share.

## **Landlord & Tenant Law**

The Landlord and Tenant Act 1985 requires that:

- Works and services must be of a reasonable standard and costs must be reasonably incurred.
- Consultation, as set out in Section 20, must be carried out before works take place if lessees' contributions will exceed £250. Your charge is limited to £250 if we do not either consult you or get dispensation from a Leasehold Valuation Tribunal (LVT).
- Consultation, as set out in Section 20, must be carried out before we enter into new long term service contracts if lessees' contributions will exceed £100 in any year. Your charge is limited to £100 if we do not either consult you or get dispensation from the Leasehold Valuation Tribunal.
- Service charges must be billed within 18 months of the landlord incurring the costs, unless the landlord informs lessees about the costs and their obligation to contribute during the 18-month period. If we do not do this we cannot recover the cost from you.

## **Reduction in charges over £10,000**

We have discretionary powers to reduce lessees' bills for major works if charges for repair, maintenance and/or improvement exceed £10,000 in any 5 year period, and providing the lessee satisfies a set of defined criteria, including proven hardship. The charges cannot be reduced below £10,000.

If you would like further information on assistance with major repairs invoices please contact the Home Ownership Unit.

## **SERVICE CHARGE DISPUTES**

If you do not agree with part or all of your service charges please contact the Home Ownership Unit in the first instance and explain what is wrong. They will investigate and amend your charges if they agree with you. Very often disputes of this nature are easily remedied without the need to resort to a formal process, such as making an application to the Leasehold Valuation Tribunal (LVT).

We also have an independent Leaseholder Dispute Resolution Scheme. This Scheme is less expensive than going to the LVT and uses independent arbitrators selected by the Institute of Arbitrators.

## **LEASEHOLD VALUATION TRIBUNAL (LVT)**

You can apply to a Leasehold Valuation Tribunal for decisions on many issues relating to service charges and leases. Leasehold Valuation Tribunals were set up to provide a quicker and simpler option to court proceedings. They normally consist of a panel of three members, such as a valuer, a lawyer and a lay person.

The applicant must pay application and hearing fees, up to a maximum of £500. You can make a joint application with other lessees or ask for the decision to apply to other leasehold properties that are facing similar works and charges.



We have leaflets explaining the role of the LVT and the process to follow. You can contact us for a copy. Information is also included in the free Office of the Deputy Prime Minister (ODPM) publication "Residential Long Leaseholders". You can get advice from the LVT itself and from LEASE, The Leasehold Advisory Service, whose contact details are in the Glossary.

## **HOW TO PAY LEASEHOLD CHARGES**

We want to make it easy for you to pay your charges, so we now offer a 24-hour payment service using the telephone and internet.

We want payments to go to the right accounts, so we ask **service charge payers to include all 14 digits in the account number for the charge they want to pay, leaving out any dashes but including zeros**

The payment methods currently available are:

### **The internet**

- Log onto [www.hounslowhomes.org.uk](http://www.hounslowhomes.org.uk)
- Click on '**online payments**' followed by '**Internet payment facility**'.
- Select '**Service Charge 14 digits**' from the drop down menu and put in the details of account numbers, amounts and your debit or credit card

You can get a leaflet entitled 'Pay your service charges via the internet' from Hounslow Homes' offices.

### **Telephone**

- Ring 020 8583 5959.
- Select option **9** (service charges) to pay **any** leasehold charges – ground rent, insurance, major works service charges etc.

- Have your account number(s) and credit/debit card details ready.
- Have a pen to write down the transaction number at the end of the process.

### **By bank transfer**

Account Name	London Borough of Hounslow
Account Number	40545155
Address	HSBC Bank PLC, 127 High Street, Hounslow
Sort Code	40-25-02

### **Payment vouchers**

We send you a payment voucher with any invoice for ground rent, insurance or major works and vouchers for annual service charges with the annual estimate. They can be used at a bank or post office or can accompany payments by post or in person.

### **Standing order**

- Set this up using a standing order mandate form supplied by the Home Ownership Unit or use the table details under Bank Transfer above
- Quote the fourteen digit account number for the charge you want to pay.

Standing order payments for estimated service charges should be made on or around the beginning of the month, starting with 1st April and ending with 1st March of the following year.

You may receive an incentive (currently £25) if you take out a new standing order. Please contact the Home Ownership Unit for more information.

## **Direct debit**

This method should become available in 2005. We will inform you when we introduce it. There will be an incentive of £35 for paying some charges in this way.

## **By posting a cheque**

Make cheque(s) payable to **The London Borough of Hounslow** and post to the Civic Centre Cash Office, Lampton Road, Hounslow, TW3 4DN.

Please remember:

- To write on the cheque(s) or in a note which account(s) you are paying.
- To say how much you are paying to each account if you are using one cheque for 2 or more accounts.
- To include the 14 digits that make up each account number (including zeros).

Cheques sent to the Home Ownership Unit in Feltham are forwarded to the Civic Centre, so it takes longer to get the payment to your account.

## **In person**

You can:

- Visit the Civic Centre Cash Office between 8.45am and 3.45pm Monday to Friday. The Cash Office accepts payments by cheque, postal order, cash, debit cards and credit cards.
- Make a cheque payment over the counter at any Area Housing Office.

## **HOW TO CHECK THAT YOUR PAYMENTS ARE UP TO DATE**

If you need a statement of your account at any time, contact your Leaseholder Services Officer.

## **STATEMENT QUERIES**

When you receive a statement please take the time to check it carefully. You may have made a payment that is not shown on the statement. You may find a payment shown that you have not made. You should contact the Home Ownership Unit immediately, providing as much information as possible, if you have a query.

## **SERVICE CHARGE AND GROUND RENT DEBTS**

It is important that you pay your service charges promptly. If you are having a problem with payment for whatever reason, please contact the Home Ownership Unit without delay. Depending on your circumstances we may agree for arrears to be paid by installments. We may be able to offer advice and put you in touch with independent debt counsellors and other agencies that offer advice.

If you fail to contact us, or if you fail to keep to any agreement you have made with us, we may take legal action to recover the money you owe. This could affect your credit rating and mean that you also have to pay court costs.

If you persistently fail to pay your service charges you have broken the terms of your lease and we could take action to forfeit the lease, which means that ultimately you could lose your home.

## **BENEFITS AGENCY**

If you are in receipt of income support or a similar benefit you may be eligible for help from the Department of Social Security (DSS). The address for the Benefits Agency is provided in the glossary of this handbook.

## **FINANCIAL ADVICE**

General financial advice is available from Welfare Benefits & Money Advice on 020 8583 5016 and Citizens Advice Bureau Hounslow 020 8570 2983, Chiswick 020 8994 4846 and Feltham 020 8707 0077. They can provide advice on budgeting and if necessary help you negotiate with creditors. If you are having difficulties paying your service charges please contact the Home Ownership Unit as soon as possible.

## **FALLING BEHIND WITH MORTGAGE REPAYMENTS**

If you do not make mortgage repayments your property could be repossessed by the mortgage lender and resold. If you are having problems making mortgage payments you should contact your lender, preferably at an early stage, to seek an acceptable arrangement that will enable you to keep your home.

Your mortgage lender will usually tell us eventually if they are taking action against you because you have not paid your mortgage. In most cases this is too late for us to help so please tell us if you are having problems.



# 6. REPAIRS AND MAINTENANCE

## REPAIRS AND MAINTENANCE SERVICE

We are committed to providing you with a first class, accessible and efficient repairs service.

As a leaseholder, you are responsible for repairs to your home. We are responsible for the structure and exterior of the building and all common areas and services. However, you have to contribute to the cost of maintenance through your Service Charges.

## REPAIRS: WHO IS RESPONSIBLE?

Type of Repair	Council	Lessee
<b>Plumbing</b>		
Rewasher mains stopcock		
a) to block	3	
b) to your fixtures/appliances		3
Repair burst or leaking water pipe		
a) up to and including main stopcock	3	
b) beyond stopcock		3
Repair/replace water storage tank		
a) communal	3	
b) individual		3

<b>Type of Repair</b>	<b>Council</b>	<b>Lessee</b>
Repair or replace bath, basin, sink, taps, WC		3
Repair leaking waste pipe, trap, fitting etc., including branches up to the soil stack		3
Clear blockage or repair leak to main soil stack, rain water pipes and gutters	3	
<b>Flooring</b>		
Flooring within flat		
a) joists/wall plates	3	
b) concrete floor slab	3	
c) damp-proof membrane	3	
d) floor boards and floor tiles		3
e) skirting boards		3
<b>Exterior of building</b>		
roof, walls, windows, foundations etc	3	
<b>Staircases</b>		
a) outside flat	3	
b) within flat		3
<b>Window frames to flats</b>		
Including hinges, sash cords and catches	3	
Redecoration of exterior of frames and sills	3	
Redecoration of interior of frames and sills		3
<b>Communal window frames</b>		
Glazing		
a) communal windows	3	
b) windows to flat (unless these are double-glazed, sealed units)		3



<b>Type of Repair</b>	<b>Council</b>	<b>Lessee</b>
<b>Flat entrance doors &amp; balcony/garden doors</b>		3
a) door frame & door		3
b) fixtures/fittings/locks		3
<b>Doors internal to flat</b>		3
<b>Communal doors</b>	3	
<b>Forced entry to flat</b>		
a) damage to doors and frames		3
b) break-in through window	3	
In all cases a building insurance claim should be made.		
<b>Repairs to fitted cupboards and units in the flat</b>		3
<b>Electrical</b>		
<b>Inside your flat</b>		
a) fuses excluding LEB mains		3
b) renewal of fuse board		3
c) rewiring		3
d) renewal/repair fittings		3
e) doorbell		3
<b>Communal</b>		
a) rewiring	3	
b) renewal/repair of fittings	3	
c) repairs to communal door entry systems including equipment within your flat	3	
<b>Heating</b>		
<b>Heating and hot water appliances</b>		
a) communal system	3	
b) individual system		3
c) flue liner		3

<b>Type of Repair</b>	<b>Council</b>	<b>Lessee</b>
<b>Miscellaneous</b>		
<b>Decorating</b>		
a) communal	3	
b) in your flat		3
<b>Ventilation equipment</b>		
a) communal	3	
b) individual, e.g. a ventaxia system		3

## **HOW TO REPORT A REPAIR AND THE SERVICE STANDARDS THAT YOU CAN EXPECT**

To report a repair that is our responsibility you should:

- Call the Call Centre and give us details of the problem.

OR

- Tell your concierge (if you receive this service).

OR

- E-mail us via the internet at:  
housing.repairs@hounslowhomes.org.uk

If you are reporting a repair by e-mail please include the following information:

- Your name and address.
- What repair is required.
- The precise location of the defect.
- Any telephone numbers that we can use to contact you.

If the repair is in your property the Call Centre will give you an appointment that is convenient for you and the job number. If it is a communal repair you will be told when we expect the repair to be completed and the job number.

## TARGET REPAIR TIMES

Details of the categories of repairs and target times of repairs are set out below:

Target completion	Examples of communal repairs that are our responsibility
Emergency repairs – to make safe in 24 working hours	<ul style="list-style-type: none"><li>• Total failure of lights in common parts</li><li>• Blocked soil stack</li><li>• Board up broken communal windows</li><li>• Unblock rubbish chutes</li><li>• Lift failure</li></ul>
Non-urgent repairs – within 7 working days	<ul style="list-style-type: none"><li>• Reglaze communal windows</li><li>• Individual communal lights</li></ul>

## EMERGENCY REPAIRS OUTSIDE NORMAL WORKING HOURS

We have an Out of Hours Emergency Repairs Service, which deals with very urgent repairs **outside normal working hours**. You can use this service to report emergency repairs that are our responsibility.

The telephone number is **020 8583 2222**.

## REPAIRS LIABILITY

If you or your family or visitors do not behave in a responsible manner and your or their actions lead to unnecessary repairs and costs to us, we may charge you to recover those costs.

## **GENERAL EMERGENCIES AND PROBLEMS**

In an emergency you need to act quickly to keep problems under control and minimise damage, whether the repair is your responsibility or ours. If possible, stop the immediate problem and then call for help to put it right.

If your WATER, ELECTRICITY or GAS supply fails totally, call the appropriate supplier to check whether there has been a general supply failure.

In the event of a general emergency, look in the phone book for the right number to notify the authorities and alert your neighbours if it could be dangerous for them.

### **WATER LEAKS**

If possible, turn off water at the mains stopcock, which may be located inside your property or in the common parts hallway. Stopcocks should be clearly labelled to help in identification. We suggest you check where the stopcocks (stop valves) are before you have a problem. Please note there may be more than one.

If the leak is your responsibility, call a reputable plumber. If it is ours, contact the Repairs Call Centre.

### **GAS**

If you suspect a gas escape **call Transco immediately**. Their number is 0800 111 999. There is no charge for calls to this number or for investigating leaks.

#### **Do not:**

- Turn electric switches on or off.
- Smoke or use a naked flame.

**Do:**

- Call Transco's Gas Emergency Service.
- Turn off your gas supply by turning off the tap at the meter.
- Open doors and windows to get rid of the gas.
- Put out naked flames.
- Check that the pilot light on the boiler is out.
- Keep people away from the area affected.

Your gas supplier will advise you on what further action you should take.

**Important note about gas appliances**

It is very important that your gas appliances are properly maintained. We strongly advise you to have them serviced annually. You may consider having a service contract with a reputable CORGI approved contractor, which will provide regular servicing, and maintenance for any gas installation.

You may also consider the installation of a carbon monoxide detector. You should obtain advice from your gas supplier.

**ELECTRICITY**

If you have an electrical fault, check the fuse box. If you have a modern fuse box with switches, check which circuit has tripped off. If you had just plugged in an appliance it may be that the appliance is faulty. If you do not know what to do, then call a competent electrician. If your electricity supply has failed completely call your electricity supplier.

## **SMOKE DETECTORS**

We recommend that you consider installing at least one smoke detector in your home. It is worth taking advice on the type of smoke detector to install and where to locate it/them. If you have a smoke detector please remember to change the batteries regularly and ensure the detector is in working order.

# 7. MAJOR WORKS

Under the terms of the lease, the landlord is responsible for the maintenance of the building and estate where your leasehold property is situated. We carry out this obligation on behalf of the London Borough of Hounslow.

This maintenance can be small-scale repairs, such as renewing a roof tile or replacing a communal front door. It can also include larger repairs and improvements, such as a new roof or windows. Such large-scale repairs and improvements are known as **major works**.

A proportion of the cost of large-scale works is rechargeable to you as a service charge under the terms of the lease. As the costs associated with major works can be significant, the law requires us to carry out formal consultation with leaseholders in particular circumstances.

If the cost to you and other leaseholders is likely to be **less than £250.00**, we **do not** have to go through the legal consultation process with you.

*If your flat is in a converted house with one flat upstairs and one flat downstairs, we will be able to carry out works up to a value of £500.00 (2 x £250.00) without formal consultation. If the estimate of the work is more than £500.00, the Home Ownership Unit will carry out formal statutory consultation.*

*If your flat is in a high-rise block which contains 88 flats, we will be able to carry out works up to a value of £220,000 (88 x £250.00) without formal consultation. If the estimate of the work is more than £220,000, the Home Ownership Unit will carry out formal statutory consultation.*

You will normally be informed about these works through resident consultation carried out by the Tenant Liaison Officer or the Estate Monitoring Officer. You are still obliged to contribute towards the costs of these small-scale works, but through your day-to-day service charges.

If the cost to you is likely to be **more than £250.00**, we will provide you with information about the works, costs and our reasons for doing the works, using a procedure set out in a Section 20 notice.

We use either a single stage or a two stage consultation exercise depending on whether or not the work is to be carried out by a contract partner.

## **SINGLE STAGE CONSULTATION FOR PARTNERING CONTRACTORS**

Following a thorough, competitive procurement process, which looked at value for money and quality of work, several contractors were appointed on long-term contracts to carry out the majority of Hounslow Homes' major works programme.

These contractors are often called contract partners.

If Hounslow Homes wishes to carry out a contract of works to your block or estate using a contract partner, the Home Ownership Unit will issue a single consultation notice.



The consultation notice must contain:

- A description of the works
- An explanation about why the works are necessary
- The likely cost of the works
- An invitation to you to make observations about the proposals
- The address where you should send your observations
- Confirmation of the period for consultation and return of any observations (30 days)

#### Responding to observations

If we receive any observations relating to the consultation, we must respond within 21 days of receipt of each of the observations

If you receive a consultation notice and you want to make any comments, please ensure that your observations are received by the Home Ownership Unit within the period stated in the notice. We consider all observations before deciding to award the contract.

## TWO STAGE CONSULTATION

If we want to carry out works without using our contract partners, the Home Ownership Unit will follow a two stage consultation exercise.

Serve Notice of Intention which must contain:

- A description of the works
- An explanation about why the works are necessary
- An invitation to you to nominate a contractor
- The address where you should send your observations and/or details of your nominated contractor
- Confirmation of the period for consultation and the return of observations and/or nominations (30 days)

We obtain at least 2 estimates

Hounslow Homes tenders the contract using traditional competitive tender procedures. If one of the leaseholders affected by the works has nominated a contractor, this contractor is invited to provide an estimate for the work. If more than one nomination is received, the most nominated contractor is invited to provide an estimate.

The Notice of Estimates must contain:

- Details of at least 2 estimates for the proposed works
- An invitation to you to make observations on the cost and/or scope of the works
- The address where you should send your observations
- Confirmation of the period for consultation and the return of any observations (30 days)

Unless the contract is awarded to the leaseholders' nominated contractor or to the lowest tenderer, we must issue a further notice to each leaseholder. This gives reasons for entering into the agreement, a summary of the observations received and our response to them.

If you would like to nominate a contractor, or make comments about the proposed works, please ensure that your observations are received within the time periods stated in each of the notices. We consider leaseholders' comments before deciding whether to proceed with works.

## **YOUR OPPORTUNITY TO COMMENT**

We value the input of tenants and leaseholders to major works projects. During the major works process, and before the Home Ownership Unit issues statutory notices, there are opportunities for residents to comment on the proposed work. This can have a major impact on the work that is carried out.

We know that leaseholders have additional concerns because they will have to make a direct contribution towards the cost of works if we decide to proceed after the completing the consultation process. Hounslow Homes therefore encourages the full involvement of leaseholders in all stages of the consultation processes.

## **THE WORKS**

Completed works are inspected to ensure that they were carried out in accordance with the specification. If work has not been carried out, or not completed to a satisfactory standard, the contractors are required to rectify problems.

If you identify or experience a problem during works, please report them at the time to the Contract Manager, whose details are normally included in the formal statutory consultation notice.

You can also report concerns to the Tenant Liaison Officer for your area, or the Home Ownership Unit (see Section 2: Making contact).

We take such matters seriously. The result of investigations will normally be confirmed to you but if you feel the matter has not been properly addressed, you might want to consider making a formal complaint through our Comments and Complaints Procedure (see Section 1: Introduction).

It is essential that you notify us as soon as possible regarding any problems, so that we can deal with them promptly and efficiently. Please do not wait until you receive a bill for your contribution towards the works. The bill is normally issued some time after the completion of the works, and therefore makes the investigation (and rectification if this is necessary) a much more complicated process.

## **Calculation of leaseholder contribution**

The Home Ownership Unit calculates your contribution to costs for the major works to your building or estate using financial information provided by the Contract Manager. Information on actual costs is normally received following the completion of works on site, although we may invoice you for your estimated contribution in certain circumstances.

Recharges are based on your lease and any limits arising from the Landlord's Offer Notice issued during the Right to Buy process (see Section 5 : Service charges and ground rent – Some possible limits on service charges).

## **Administration and management fee**

This fee for major works is additional to the annual fee and covers different costs, including:

- Attending meetings about major works.
- Carrying out the statutory consultation process with lessees.
- Answering queries about major works.
- Calculating and billing the service charges for these works.

## **Leaseholder Challenges to Major Works**

Legislation says that the costs and scope of the works should be reasonable and works should be carried out to a reasonable standard. You have the right to challenge the reasonableness of either the cost (including fees) or the scope of the works.

We ask that you contact us first to challenge any charges. However, a formal challenge can be made at any time during the major works process (including the formal consultation process) and the forum for this challenge is the Leasehold Valuation Tribunal (LVT).

You do not have to have legal representation to take a matter to the LVT. However, because the processes can be fairly complex, it is often advisable to take legal advice. (See also Section 5: Service charges and ground rent).

## **Paying for Major Works**

If we fail to recover contributions for works from leaseholders, the Council's Housing Revenue Account (into which tenants pay their rent) subsidises the equivalent leaseholder contribution.

The Home Ownership Unit has responsibility for recovering contributions from leaseholders. Your lease states that such charges are due on demand, but we ask that major works contributions be paid within 28 days of the demand for payment.

By the time you receive our invoice for major works, you will have been aware for some time that you would be recharged. The statutory consultation notice, issued before works start, gives you an indication of your likely contribution.

Detailed information on how to make payment for major works is contained in Section 5 – Service charges and ground rent.

## **REPAYMENT PROBLEMS?**

The lease does not take into consideration the individual circumstances of the leaseholder but we know that some leaseholders face difficulties in paying large bills. If you are unable to settle the demand in full, you should contact the Home Ownership Unit within the initial 28 day period.

Depending on the amount of the demand and your circumstances, we may extend the repayment term to 6 months. Repayment over a longer period may be agreed if we are satisfied that this is reasonable in all the circumstances.

There are alternatives to extended payment terms with us, which may be more suited to you and allow you to repay the contribution over longer periods. You may take a further mortgage loan, placing a new charge against the property, or a personal loan.

Some leaseholders are entitled to claim a Council loan or to request a reduction in charges to assist them in paying bills for major works. More information on this is contained in Section 5 – Service Charges and Ground Rent.

It is very important to contact the Home Ownership Unit if you experience difficulties in making payments in accordance with your repayment agreement with us. If you have problems making repayments on a mortgage or other loan you should contact the lender directly. Your home may be at risk if you fail to maintain payments.

Whilst the Home Ownership Unit cannot provide professional financial advice to you, we can review any agreement you have with us if your circumstances change. You may also wish to approach a financial advisor or the Citizens Advice Bureau for independent advice on how to pay your service charges and any other debts.





# 8. INSURANCE

Insurance is a complex subject and this section of the handbook gives a brief summary of the arrangements that apply to the leasehold properties we manage. **Information on cover and claiming is contained in the booklet supplied with this Handbook.**

As required by the terms of Hounslow Council's leases, the Home Ownership Unit arranges comprehensive buildings insurance for all sold flats under a blanket policy with a reputable company. Since October 2002 the insurer has been Zurich Municipal.

The insurance year runs from 1st October to 30th September of the following year. We send you details of your buildings insurance with an invoice for the premium once a year.

The premium is based on the cost of rebuilding your flat and an element for the common parts. It includes Insurance Premium Tax (IPT).

You are obliged to pay us to insure your flat. The maintenance of the building is the landlord's responsibility and you cannot opt out and arrange your own buildings insurance.

Under the terms of your lease you must not do or keep anything that could increase risks or allow the insurers to void the policy.

If you let out your flat or leave it empty for long periods you must inform your Leaseholder Services Officer, as this could affect your insurance cover and premium.

Please note that the policy does not cover the contents of your flat such as furniture, pictures, clothes and personal belongings and we recommend that you arrange contents insurance.

## **MAKING A CLAIM**

If your property suffers damage and you want to make an insurance claim, you should contact your Leaseholder Services Officer to report the problem and request a claim form. You will be responsible for paying the policy excess, if any.

Where there is extensive damage, the insurance company will usually appoint loss adjusters to oversee necessary remedial work.

If you want more information on any of the issues in this section of your handbook, please contact the Leaseholder Services Officer.

# 9. LIVING IN YOUR HOME

This section of the handbook covers matters to do with living in your home including information about the services provided on estates to keep them clean and tidy.

The day-to-day management of your block is carried out by your Area Housing Team. Their address is given in Section 2: Making Contact and their telephone number is also in Section 12: Useful information.

If you have any problems with caretaking, cleaning or maintenance of the grounds around your home you should report them to your Area Housing Team.

## **LOOKING AFTER COMMUNAL AREAS**

We are responsible for making sure the entrances, landings and stairways of flats and maisonettes are clean and tidy.

## **LOOKING AFTER YOUR GARDEN**

Gardens must be kept tidy. If you have a garden, it is important to keep it tidy to prevent damage to property (for example, large trees may affect walls and buildings). Also, if not looked after, the garden may cause a nuisance to neighbours or become a possible health hazard.

## **GRAFFITI REMOVAL**

We give priority to the removal of racist, sexist and other offensive graffiti and we encourage residents to report any graffiti to the Repairs Call Centre. Racist graffiti will be removed

within 48 hours of notification. Less offensive graffiti will be removed within 7 days.

## **PEST CONTROL**

If you have problems with mice, rats, insects, infestations or other pests, you should contact the London Borough of Hounslow's Pest Control Service 020 8583 5082 for advice.

## **TV LICENCES**

Residents must ensure any television they use in their home is properly licensed. Contact TV Licence's Customer Services on 08705 763763 for more details.

## **SATELLITE DISHES**

1. Satellite dishes may only be erected with our permission.
2. Where permission is granted, it is your responsibility to ensure that the dish is fitted securely and safely and is positioned where it does not constitute a nuisance to another resident or impede access.
3. During works to the property, it is your responsibility to remove the dish to allow works to proceed and to replace when works are complete.
4. Redundant dishes or those that are deemed to be unsafe will be removed at your cost.
5. It is not our responsibility if works to the property or to other properties in the area interfere with the reception of your system.

## **RUNNING A BUSINESS**

Your lease does not allow you to run a business from your home or garage. We will take action if you use your home or garage to run a business. Contact your Area Housing Office if you are concerned about this.

## **KEEPING PETS**

Pets can cause nuisance, damage to property and, in some cases, harm or upset to other animals. They should be kept under control so they do not become a nuisance to anyone.

Some leases do not permit dogs or cats to be kept at the property and you should refer to your lease for specific information.

Stray pets or pets causing a nuisance can be reported to the Council's Animal Warden who will be able to give you names of agencies to contact about such problems.

## **SUB-LETTING**

The lease does not impose restrictions on sub-letting, but we do need to know whether a property is sub-let for insurance purposes and for security reasons. We will not issue key fobs to people claiming to be resident in your flat unless you provide evidence that they have permission to be there.

We also need a contact address for you or your agents if you are not resident in case of emergencies or problems caused by defects within the flat (e.g. cistern overflows) or by the behaviour of residents.

There may also be restrictions if you have a mortgage and you are advised to contact your mortgage lender. For more details, see Section 11: Other leasehold matters.

## **PARKING ON YOUR ESTATE**

We have garages available for letting to residents. However, garages are only let to residents with a clear account. You can apply for a garage at your Area Housing Office.

Please be considerate when parking. Parking a vehicle where it causes an obstruction or where there is no hardstanding garage will cause inconvenience to your neighbours and could damage

our property. It can also delay the emergency services and put lives at risk.

Carrying out major repairs whilst your vehicle is parked in a residential area can also be a nuisance and is not allowed. Unlicensed vehicles should not be parked on Council property. If you are concerned about parking on your estate please bring this to the attention of your area office.

## **ABANDONED VEHICLES**

If you know of any vehicle that has been abandoned on estate roads or courtyards, please inform your Area Housing Office. It is helpful if you can let them know the registration number, if there is one.

## **FRIENDS AND VISITORS**

Residents have a responsibility to ensure that all those who live in or visit their home take care of the property and the estate. Deliberate damage to our property and estates can, in certain circumstances, be a criminal offence.

If you witness acts of deliberate damage and vandalism you should report them to your Area Housing Office where information will be treated in confidence. Criminal damage should also be reported to the police.

## **ALTERATIONS TO YOUR HOME**

If you want to carry out alterations or improvements to your home, you must apply to us first and get our permission before any works are started. Permission will not be unreasonably withheld, but we may have to carry out inspections or investigate further before we can make a decision and we may make a charge for this work.

It is important that all approved work is carried out by a qualified person to a proper standard.

You should also remember that for some work, such as improvements or additions to the property, you may need to obtain other approvals before proceeding. Examples may include planning permission or Building Regulations approval. You still need our permission, as the management company for Hounslow Council, in addition to these approvals.

You are not allowed to carry out works to areas of the building that you do not own, such as common parts, basements or roof spaces, even if your flat gives access to these areas.

Please remember that windows are our responsibility and you are not permitted to change them.

## **AIDS AND ADAPTATIONS**

If you have any difficulties living in your home because of a disability we may be able to help you. The Social Services Department can visit you and tell you about any grants that may be available to pay for adaptations to your home to make life easier.

Adaptations could include installing ramps or handrails and perhaps installing a shower. If you think you need help, please contact us.

If your home contained adaptations such as hoists, a stair-lift or handrails provided and maintained by the Council when you were a tenant, the adaptations become your responsibility when you become a leaseholder.

## **GETTING RID OF RUBBISH**

If your block of flats has a chute for rubbish, it is vital for the health and hygiene of all residents that rubbish is wrapped in small bundles so that it does not block the chute.

If you have large items of rubbish the Council will take them away for a small charge if you telephone the Tidy Town Scheme on 020 8583 5000.

Remember dumping rubbish can cause a nuisance to your neighbours and lead to fire, pest infestation etc.

### **LIFT BREAKDOWNS**

If the lifts in your building fail you should contact the Repairs Call Centre. If the breakdown occurs outside of office hours, call the Emergency Repairs Service on 020 8583 2222.

### **LIQUID PETROLEUM GAS AND PARAFFIN HEATERS**

For safety reasons you are not allowed to use or store bottled gas in multi-storey blocks of flats i.e. Calor gas or paraffin heaters.

### **ESTATE SERVICES**

We will maintain general good standards on estates including cleanliness, shrub, tree and grass maintenance. Contractors maintain some areas on the estates but we are responsible for monitoring performance and overseeing residents' complaints with the contractor.

### **YOUR CARETAKER**

When on duty, the caretaker is responsible for:

- Cleaning the communal estate areas, the entrance lobby, stairs and lifts.
- Checking the communal lights.
- Reporting problems, including any defects to lifts or communal areas, abandoned vehicles and bulky refuse.
- Attending to the large refuse containers at the bottom of your block and trying to clear any blockages in chutes.



## **ENTRYPHONE SYSTEMS**

Many blocks are fitted with entryphone systems which are designed to keep out unauthorised people and increase the security of your flat. Please do not let anyone you do not know into the block.

If the door entry system is not working please report it to the Call Centre immediately.

## **EMERGENCIES**

Because of the large numbers of people that may live in a block of flats you need to be aware of ways of dealing with emergencies.

Please make sure that all taps and electrical appliances are turned off before leaving your flat. If you are going away on holiday, turn off the water supply at the stopcock.

If you cause damage to another flat you will be held financially responsible for any repairs needed.

## **FIRE PROCEDURE**

If a fire breaks out in your home, follow this safety advice:

- Do not try to put out the fire unless you are absolutely sure you can do it safely.
- Tell everyone else in the flat there is a fire.
- Get out of the flat as soon as possible and close the front door.
- Set off the fire alarm to alert everyone in the building.
- Use the stairs, not the lift, to leave the block.
- Do not go onto your private balcony unless it is a fire escape route.

If there is a fire elsewhere in the block:

- Normally you will be safe if you stay in your flat. Close all doors and windows to keep out the smoke.
- If smoke gets into your flat, you should leave and close the door behind you.

## **HOW TO RAISE THE FIRE ALARM**

If a fire occurs, however small, telephone the Fire Brigade by using the following procedure:

- Lift the receiver of the phone and dial 999.
- Give the operator your phone number and ask for 'Fire'.
- When the Fire Brigade replies, say clearly 'Fire at (give them the block name and address)'.
- Wait for the Fire Brigade to repeat the address before replacing the receiver.

## **CONDENSATION**

It is not always easy to tell the difference between condensation and damp. As a rule condensation is found in places with little air movement, such as corners and cupboards. Cold spots, around windows, for example, can also cause condensation problems.

Some suggestions to limit condensation:

- Try to reduce the amount of water in the air by drying clothes outside if possible. If it has to be done indoors, keep a window open.
- As far as possible keep lids on saucepans and turn the heat down when they are boiling.

- Run the cold water before the hot water when having a bath.
- After having a bath keep the bathroom door closed and the window open so that the steam can escape directly without getting into other rooms.
- Try to make sure there is sufficient heat in your room so that there are no cold spots. Also make sure that there is some ventilation.
- Paraffin and liquid gas stoves should not be used as they give off a lot of water while they burn and can contribute seriously to condensation problems. They are also a fire hazard.



# 10. NUISANCE AND HARASSMENT

All leaseholders are obliged by the terms of their lease not to cause a nuisance or annoyance or inconvenience to the Council or their neighbours. Hounslow Homes tenants are also obliged by the terms of their Tenancy Agreement to refrain from causing a nuisance or annoyance to their neighbours. This section relates to those obligations and explains in some detail how we, and the Council, tackle the sort of behaviour described below and the service we offer to victims of such behaviour.

## **DEALING WITH ANTI-SOCIAL BEHAVIOUR (ASB)**

### **What does the term anti-social behaviour mean?**

The term anti-social behaviour covers any kind of nuisance, unreasonable disturbance or harassment. Below are some examples of anti-social behaviour:

- Verbal abuse, threats, violence or other unpleasant acts.
- Creating unreasonable noise that intrudes on other people's lives.
- Harassment because of gender, ethnic background, religion, sexual orientation (gay and lesbian), age and disability.
- Unreasonable interference with a person's right to peaceful enjoyment of their homes or neighbourhood.

Because the legal definition of anti-social behaviour only covers problems being caused by somebody living in a different home from you, it does not usually cover domestic violence.

However, you can report incidents of domestic violence to us in the same way as you report anti-social behaviour. We work with a number of agencies that will be able to help.

## **REPORTING ANTI-SOCIAL BEHAVIOUR**

If you are being directly affected by somebody causing nuisance, disturbance or are being harassed in any way you should report this to your Area Housing Office.

You can make an appointment to see a specialist Anti-Social Behaviour Officer. The officer will talk about the situation with you and take full written details. You will also be asked if you are happy for us to approach the person or people you are complaining about and take action against them if it is possible to do so.

Report anti-social behaviour to the specialist team in your area using the following numbers:

- Central (Hounslow, Isleworth, Heston & Cranford)  
020 8583 4382
- East (Brentford & Chiswick)  
020 8583 4220
- West (Feltham, Hanworth & Bedfont)  
020 8583 4383

## **INVESTIGATING COMPLAINTS OF ANTI-SOCIAL BEHAVIOUR**

During the interview an initial report form will be completed and you will be asked to sign the form giving consent to Hounslow Homes to investigate further and take action. The officer will then confirm an action plan with you, give you a copy of that plan along with our target times, and also a diary sheet for you to continue to record incidents as and when they occur.

The action that we take will depend on the type of issue that you are reporting, the power we have to address those issues and the type of action that you consent for us to take.

In all cases we will keep you informed through regular contact by letter, telephone or by visiting you in person.

## **COLLECTING EVIDENCE**

Before we can take action we need to gather evidence. This is done in most cases through recording events on diary sheets. The sheets will include dates, times and who was responsible for the anti-social behaviour. The sheets are then used to compile detailed statements for use in legal proceedings. While collecting evidence we will, at the same time, try to find ways of dealing with the anti-social behaviour.

If a person is continuously harassing a resident and the harassment does not abate following an interview or warning letter, we will take appropriate legal steps, which may include serving a Notice of Seeking Possession on a tenant, applying for an injunction or seeking an Anti-Social Behaviour Order.

## **INJUNCTIONS**

We can take out injunctions against a tenant, leaseholder, or any other adult causing anti-social behaviour in the Hounslow area. An injunction is a court order forbidding certain behaviour and/or banning an individual from an area.

If a situation is very serious, for example, where there has been an assault or there is a serious threat of assault, we can ask the court to grant an injunction on an emergency basis without notice to the perpetrator. This is called an ex-parte injunction.

If the terms of the injunction are broken, the court has the power to send the individual concerned to prison.

## **ANTI-SOCIAL BEHAVIOUR ORDERS (ASBOs)**

Anti-Social Behaviour Orders can be used against anybody over the age of 10 who has been acting in an anti-social way. They can be issued against anyone, irrespective of tenure.

Breaking the terms of an ASBO is a criminal offence which can lead to the Magistrates or Crown Court imposing a large fine or prison sentence.

## **LEGAL ACTION AGAINST A LEASEHOLDER**

If leaseholders, or anyone who resides with them or their tenant(s) cause anti-social behaviour, we will take appropriate legal action to stop this behaviour, including action to bring the lease to an end by forfeiture.

## **ACCEPTABLE BEHAVIOUR CONTRACTS (ABCS)**

Acceptable Behaviour Contracts are voluntary agreements made between people involved in anti-social behaviour and the local police, Hounslow Homes, and other agencies such as schools.

We use them with adults as well as young people, and in a wide variety of circumstances. They have proved effective as a means of encouraging young adults, children, and importantly parents to take responsibility for unacceptable behaviour. They are being used to improve the quality of life for local people by tackling harassment, graffiti, criminal damage and verbal abuse.



# 11. OTHER LEASEHOLD MATTERS

## **SUB-LETTING**

Please note the following in relation to sub-letting your property:

- You should obtain the consent of your bank or building society if it is a condition of your mortgage.
- You must tell us that you are sub-letting to ensure that any insurance claim you make is covered.
- You should seek advice from your home contents insurers. If you do not you may find that any claim you make is null and void.
- You should give us a contact address for yourself or your agents in case of emergencies or problems caused by defects within the flat (e.g. cistern overflows) or the behaviour of residents.
- You should let us know who is living in your flat for security reasons. We will not issue key fobs to anyone claiming to live in your flat unless we have confirmation that they have your agreement to be there.
- The obligations and covenants within your lease will still apply to you whilst you are not living in your property. Should there be a breach of the conditions of the lease we will take action against you not your tenant.

- You remain responsible for the payment of service charges and ground rent. You must therefore notify the Home Ownership Unit of the address to send invoices. If payments are not made, we will take proceedings against you and not your tenant.
- You are responsible for your tenant. It is therefore important that your tenancy agreement includes the same rules and regulations that apply to you as a lessee. We will contact you or your managing agent if there are any problems that arise from their behaviour.
- If the property is left unoccupied for any length of time you must inform the Home Ownership Unit.
- You will also be responsible for the landlord's duties arising under the Gas Safety (Installation and Use) Regulations 1998. This means that you are legally responsible for making sure your gas appliances, pipe-work and flues are safe and well maintained. You should arrange for an annual gas safety check to be carried out by a CORGI registered gas engineer and ensure that your tenant is given a copy of the annual gas safety check record (CP12).

*Failure to meet these requirements can lead to criminal prosecution resulting in a large fine or possibly even imprisonment.*

Please contact the Home Ownership Unit if you are considering letting your flat and would like further information or to discuss this in more detail.

## **SELLING YOUR HOME**

If you want to sell your home you will need to be aware of the following points:

- **Repayment of Discount**

If you purchased your flat under the Right to Buy scheme less than three years ago you will normally be required to repay a proportion of the original discount, as follows:

Within Year 1	-	Full discount is repayable
Within year 2	-	Two thirds of the discount is repayable
Within year 3	-	One third of the discount is repayable
After 3 years	-	No discount is repayable

NB: These rules changed in 2005 for new Right to Buy applications.

- **Charges for information**

We will make a charge to your solicitor for answering any enquiries and providing information in connection with a proposed sale of your flat.

- **Assignment**

It is the responsibility of the purchaser's solicitor to ensure that we receive a copy of the Notice of Assignment. There is a small charge for this notification.

- **Service charges**

You are responsible for paying all service charges that are demanded up to the date of sale. After you sell, the new lessee must pay all charges that are demanded, even if they relate to a period before their purchase. They will receive the

adjustment (credit or debit) on any estimated service charges that you paid. You should ensure that your solicitor makes proper provision for apportioning paid charges and making any reimbursement to or from the new owner.

## **BUYING BACK YOUR FLAT**

Neither Hounslow Homes nor the London Borough of Hounslow have a policy of buying back properties sold under the Right to Buy, unless they are part of a major redevelopment scheme. This is because there is a strong housing market in West London and you should face no difficulties in selling your flat on the open market.

Occasionally Registered Social Landlords (RSLs) may be interested in acquiring former council-owned properties in the area, but there is no guarantee of this. To find out whether there are any current purchase schemes, please contact the Housing Enabling Manager in Hounslow Council's Strategy and Performance Section on 020 8583 3761.

If major redevelopment is proposed for your area, you and other residents will be fully consulted on any plans for the area, including plans for the demolition of any housing and rebuilding arrangements. Along with tenants in the area, you will be consulted on the choice of redevelopment partners. These are normally RSLs or building firms/property development companies.

If your property is proposed for demolition, it will be purchased from you at a fair price. There may be options to purchase a new property in the area or, if you wish, to become a tenant on the same or a different estate. Full support, moving costs and advice would be provided.

## **LEASEHOLD ENFRANCHISEMENT**

As a long leaseholder of a flat you may have the right to buy the freehold of your building with other leaseholders providing the leaseholders and the block qualify under the criteria contained within the legislation. This is known as the right to enfranchise.

To qualify you must be in a building where at least two thirds of the flats are sold on long leases and the lessees of at least half the total number of flats must agree to take part. The building must not have more than 25% non-residential areas (e.g. shops). The legislation and the process for buying the freehold are complex and you may need professional advice.

After enfranchisement the new freeholder takes on all the legal responsibilities of a landlord.

If you would like further information or would like to know if you and the building qualify, please contact the Home Ownership Unit.

You can get more information about buying the freehold from the booklet entitled "Residential Long Leaseholders" produced by the Office of the Deputy Prime Minister (ODPM). Copies are available from the Home Ownership Unit. You can also contact the Leasehold Advisory Service (LEASE) at the address in Section 12: Useful information.



# 12. USEFUL INFORMATION

## **SUMMARY OF LEASEHOLD LEGISLATION**

Listed below are some Acts of Parliament which contain provisions relating to the management of leasehold properties and service charges.

### **Law of Property Act 1925**

Notice to leaseholders regarding breach of the lease and possible forfeiture – Section 146 Notice.

### **Housing Act 1985 (as amended)**

- Right to Buy for local authorities and certain housing association tenants.
- The length of the Right to Buy lease, the maximum ground rent and covenants implied into the lease.
- Information to be included in the Offer Notice (Section 125 Notice) and limits on service charges for works during the first five full financial years.
- The Right to a Loan in some circumstances under the Housing (Service Charge Loans) Regulations 1992.

### **Landlord and Tenant Act 1985 (as amended)**

- Definition of a service charge.
- Reasonableness of service charges.
- Leaseholders' right to consultation on proposed works where recharges will exceed a defined limit (currently £250).

- The 18 month limit on demands for service charges, beginning from the time the costs are incurred.
- Leaseholders' right to demand a summary of costs and inspect supporting documents.
- Opportunity for leaseholders to form recognised tenants' associations and the rights of these associations.

### **Consumer Protection Act 1987**

Landlords' obligations not to give artificially low estimates of service charges.

### **Landlord and Tenant Act 1987 (as amended)**

- Variation of leases.
- Demands for rent and service charges must include landlord's name and address.

### **Property Misdescriptions Act 1991**

Makes it an offence to provide misleading advice or information to purchasers.

### **Leasehold Reform Housing and Urban Development Act 1993 (as amended)**

- Most long leaseholders given the collective right to buy their freehold and the individual right to renew their leases.
- Rights for leaseholders to appoint a qualified surveyor or accountant to carry out a management audit.
- Power for the Secretary of State to approve management codes of practice.



## **Housing Act 1996**

- Restricts landlords' rights to take action for forfeiture on dwellings where service charges are disputed and prescribes information to include in notice of forfeiture.
- Powers for the Secretary of State to make directions concerning reduction or waiver of service charges in certain circumstances.
- Leasehold Valuation Tribunal given power to decide some leasehold-related matters.
- Allows recognised tenants' associations to appoint a qualified surveyor (at their expense) to report on matters relating to a variable service charge.

## **Commonhold and Leasehold Reform Act 2002**

- Major amendments to the procedure for consultation with leaseholders about proposed major works and some service contracts.
- Right to challenge administration charges.
- Obligation on landlords to provide financial information in a prescribed form.
- Increased role for Leasehold Valuation Tribunals.
- Further restrictions before landlords can take action for forfeiture.
- Extends the grounds for lease variation.
- Changes to collective enfranchisement.

## **TERMS AND DEFINITIONS**

**Assignment** – The sale of the lease. The new leaseholder is the assignee.

**Building** – The block which includes your property.

**Common Parts** – The parts of the building or estate that can be used by all the residents, such as stairs, lifts, paths, communal gardens etc.

**Constitution** – This is a document that contains the rules governing how an organisation must operate e.g. a residents' association.

**Consultation** – This is the process of asking for your opinions. Where possible we will consult you about anything we do that affects you.

**Covenant** – A covenant is a legally enforceable obligation or promise to do or not to do something.

**Cyclical Maintenance** – Work that we do on a regular programme. It is included in your service charges.

**Enfranchisement** – The process by which a group of leaseholders buy the freehold of their block.

**Estate** – Your building, other buildings and land that share facilities such as private roads, play areas and communal gardens.

**Estate Rateable Value** – The total of all the Rateable Values of properties situated within the estate.

**Forfeiture** – This means that the lease is terminated and we as freeholder can lawfully take back the property after bailiffs have removed anyone in occupation. This course of action would only take place where there were significant breaches of the covenants contained within your lease and following determination by a Leasehold Valuation Tribunal or a Court.

**Freehold** – Absolute ownership of property and the land on which it stands.

**Ground Rent** – This is the rent paid to the landlord during the term of the lease. It is a small annual fixed sum payable by a leaseholder to a freeholder in recognition of the legal contract between them. It is £10.00 each year.

**Improvement** - Doing more work to a property than is required to satisfy an obligation to repair, or adding something that was not there before.

**Landlord** – This refers to the person or organisation that owns the freehold (or long term lease) of a property and grants a tenancy or lease to a tenant or leaseholder.

**Lease** – The lease is a contract between the landlord and the leaseholder that sets out the obligations of both parties.

**Leasehold** – An ownership of a property in a building, comprising of other flats/maisonettes, and subject to the payment of service charges and ground rent for a set period of time.

**Leaseholder** – This is the person who has been granted the lease by the landlord and is strictly known as a tenant.

**Leasehold Valuation Tribunal** – This is a body which makes decisions about service charge disputes between landlords and leaseholders. It is made up of a panel of people with experience of property disputes such as solicitors and surveyors.

**Lessee** - This means the same as leaseholder.

**Mortgagee** – This is a bank or building society that lent you money so that you can buy a property.

**Rateable Value** – A property-based sum, used originally as a former method of local taxation, but used in this context as a reasonable way of apportioning some service charges.

**Section 20 Process** – This is the consultation process we must follow if we are intending to carry out works or enter into long term contracts for services that will cost you more than a sum prescribed by legislation.

**Section 125 Notice** – This is the Offer Notice which is provided when the lease is first sold. It contains itemised details of repairs and improvements and their cost. It limits your contribution to the cost of works during the first five full financial years after the original sale of the lease.

**Section 146 Notice** – Notice of breach of the lease and possible forfeiture.

**Service charge** – This is a payment made by a leaseholder to a landlord in return for services the freeholder provides.

**Tender** – This is a process to get competitive prices for large contracts. We invite contractors to give their price or 'tender' for the work.

## **USEFUL CONTACTS**

### **Hounslow Homes**

[www.hounslowhomes.org.uk](http://www.hounslowhomes.org.uk)

#### Area Housing Offices

Central area: Heston, Cranford, Isleworth  
and Hounslow

020 8583 4382

East area: Brentford and Chiswick

020 8583 4220

West area: Feltham, Hanworth and Bedfont

020 8583 4383

Complaints officers

020 8583 3737

Customer Services officers

020 8583 3726

020 8583 3727

Equalities

020 8583 3762

### **Home Ownership Unit**

Central area: Hounslow, Heston, Isleworth  
and Cranford

020 8583 3417

East area: Brentford and Chiswick

020 8583 4295

West area: Feltham, Hanworth and Bedfont

020 8583 3418

Linkline

020 8583 4400

Repairs Call Centre

0800 085 6575

## London Borough of Hounslow

[www.hounslow.gov.uk](http://www.hounslow.gov.uk)

Care & Repair

(for Leaseholders aged 60 or over) 020 8583 3878

Child Protection, Social Services 020 8583 3456

Communities in Partnership (CIP) 0845 456 2900

Councillors 020 8583 2250

Council Out of Hours 020 8583 2222

Environmental Services 020 8583 5555

Empty Property Hotline 020 8583 3863

Graffiti Line 020 8583 2620

Housing Advice 020 8583 3844

Housing and Council Tax Benefits 020 8583 4242

Libraries 020 8583 4545

Noise Nuisance Team 020 8583 5555

Weekend Noise Team 020 8583 2222

Parking permits 020 8583 4863

Pest Control 020 8583 5082

Refuse Collection 020 8583 5000

    Green Garden waste collection 020 8583 5060

    Removal of vehicles 020 8583 5071

020 8583 5072

Registrars 020 8583 2090

Schools Admissions

    Primary 020 8583 2653

    Secondary 020 8583 2649

Social Services and Older People's Services	
Chiswick	020 8583 3400
Feltham	020 8583 3200
Heston	020 8583 3125
Hounslow	020 8583 3300
Street Lighting	020 8583 5555
Trading Standards	020 8583 5555
Traffic	020 8583 4861
Travellers Hotline	020 8583 3868
Welfare Benefits and Money Advice - Tue 2pm-5pm; Thu 4pm-7pm; Fri 10am-1pm	020 8583 5016

## **OTHER USEFUL ORGANISATIONS**

### **Age Concern**

Bedfont, Feltham and Hanworth 020 8751 5829

Hounslow 020 8570 7788

### **Afghan Society of Residents in UK**

West Acton Community Centre, Churchill Gardens

Languages: Dari, Pushtu, Urdu

Mon-Fri 9am - 4pm

Tube: West Acton 020 8993 8168

**All Afghan Association** 020 8840 8777

**Bangladesh Welfare Association (BWA)** 020 8577 2694

### **Benefits Agency**

10 Montague Road, Hounslow 020 8607 1600

**British Gas** 0800 111 999

0845 609 1122

**Careers Office** 020 8577 5478

**Carers UK (Hounslow Branch)** 020 8560 1501

### **Citizens Advice Bureau**

Old Town Hall, Heathfield Terrace, Chiswick 020 8994 4846

Feltham People's Centre, High Street

Feltham, TW13 4AH 020 8707 0077

**Disability Network (Hounslow)** 020 8758 2048

### **Hammersmith and Fulham Irish Centre**

Blacks Road, Hammersmith 020 8563 8232

### **Hounslow Federation of Tenants' and Residents' Associations (HFTRA)**

Training and Resource Centre, Benson Close,  
Hounslow 020 8569 5823

### **Hounslow Law Centre**

51 Lampton Road, Hounslow 020 8570 9505



### **Iraqi Community Association**

Palingswick House, 241 King Street, London

Language: Arabic

Mon/Tue/Wed/Fri: 9.10am - 5pm

Tube: Hammersmith, Ravenscourt Park 020 8741 5491

### **Kurdish Information Centre**

Caxton House, 129 St John's Way, London

Languages: Kurdish, Arabic, Farsi

Mon-Fri: 9.30am - 5pm 020 7272 9499

### **Leasehold Advisory Service (LEASE)**

70-74 City Road, London, EC1Y 2BJ

E-mail: [info@lease-advice.org](mailto:info@lease-advice.org)

Website: [www.lease-advice.org](http://www.lease-advice.org) 020 7490 9580

### **Leasehold Valuation Tribunal**

10 Alfred Place, London, WC1E 7LR 020 7446 7700

### **Local Government Ombudsman**

21 Queen Anne's Gate, London SW1H 9BU 020 7217 4620.

**London Electricity** 0800 096 9000

### **London Lesbian and Gay Switch Board**

(24 hours) 020 7837 7324

**London's Women's Aid** (24 hours) 020 7392 2092

**National Aids Help Line** (24 hours) 0800 567 123

### **Office of the Deputy Prime Minister (ODPM)**

**ODPM Free Literature**, PO Box No 236

Wetherby, LS23 7NB (for free publications) 0870 1226 236

Fax: 0870 1226 237

Website: [www.odpm.gov.uk](http://www.odpm.gov.uk)

E-mail: [odpm@twoten.press.net](mailto:odpm@twoten.press.net)

### **ODPM Leasehold Reform Team**

HMD Division, Second Floor, Eland House,

Bressenden Place, London SW1E 5DU 020 7944 3462

<b>Planned Maintenance Engineering</b> (East and Central Areas only)	020 7924 1844
<b>Quality Heating Services</b> (West Area only)	0845 658 6255
<b>Racial Equality Council</b> 2nd Floor, Treaty Centre, High Street, Hounslow	020 8583 2525 020 8583 4665
<b>Release (Drug advice) (24 hours)</b>	020 7729 9904
<b>Southern Electric</b>	0845 7444 555
<b>SeeBoard</b>	0800 056 8888
<b>Samaritans (Listening Service) (24 hours)</b>	020 8560 2345
<b>Thames Water</b>	0845 9200 800
<b>Three Valleys Water</b>	0845 782 3333
<b>Women's Link</b>	020 7248 1200
<b>Emergency Numbers</b>	
Fire - Police - Ambulance	999
Police (non-emergency contact numbers)	
Hounslow	020 8247 6189
Chiswick	020 8247 6415
Brentford	020 8247 5989
Feltham	020 8247 6301
Gas Leaks (Transco)	0800 111 999
Electricity Emergency and Loss of supply	0800 096 9000
Water (Thames Water)	0645 200 800
Emergency Repairs (Hounslow Homes, after office hours)	020 8583 2222