



**southessexhomes**

working together



## **Rights and Responsibilities**

## Section 1

# Your Lease, Rights and Responsibilities

### Your Lease explained

- The Lease is a contract between you and the Council. It gives you and your successors the right of possession of your flat for a long period (initially 125 years) provided you keep to the terms of the Lease.
- The Lease document sets out these Terms and Conditions. It is a legal document - **keep it in a safe place**. We can give you a copy if you lose it, but a fee will be charged for this. You should have your own copy.
- The Lease can be difficult to understand. Before you bought the property your solicitor should have explained your Lease in full so that you understand both your responsibilities and the Council's responsibilities.
- The Lease only allows you to use your property as a private dwelling.

When you purchase a flat or maisonette from the Council, you purchase a Leasehold interest in the property; the Council retains the Freehold interest. As Freeholder, the Council owns the land on which the property is built and charges a ground rent.

- Ground Rents on properties sold under the Right to Buy are normally £10 a year.
- Your Landlord will serve you with an annual 'notice of ground rent' when it falls due for payment.

Most Council Leases last for 125 years from the date of the first sale of the property

### The Lease will tell you

- What parts of the property have been sold to you (**the Demised property**);
- What rights you have over communal parts of the building (**the Reserved property**);
- What rights you have over communal land (**the Estate**);
- The proportion of costs of repairs, maintenance, improvements and cleaning for which you can be charged (**the Lease Percentage** – see section 5 for information on how costs are calculated).

The Council has issued a number of different Leases as changes to the law and Council Policy have occurred. Your Lease is an important document, as it sets out your rights and responsibilities as a Leaseholder, and those of the Council as Freeholder. If you have lost your copy of the Lease and you have a mortgage, you should contact your mortgage lender. They will normally be able to supply you with a copy. If you do not have a mortgage or they are unable to help, please contact the Right to Buy & Service Charge Officer on 01702 236154, who will be able to supply a copy, for a small charge.

**You own and are responsible for** the maintenance and repair of everything inside your home and that which relates solely to it. This includes

- Internal wall, plasterwork and floor surfaces;
- Tanks, cisterns, drains, conduits, plumbing and wiring which serve only your home;

- Window glass(but not the frames);
- External doors to your home (but not the door frame), internal doors and frames;
- Gardens and steps of which you have sole use;
- Internal fixtures and fittings, unless they belong to the Council; for example – entry phone handset and system, or communal TV aerial and socket;
- Internal decorations.

The Council owns and is responsible, through South Essex Homes, for the maintenance and repair of the exterior elements and main structure of the building and estate complex. This includes

- Main structural parts of the building including the roof, foundations and walls;
- Joists and beams;
- Loft spaces and fixtures and fittings which serve more than one home;
- Tanks, cisterns, drains, pipes, gutters, sewers, ducts, conduits, plumbing and wiring which serve more than your home;
- Front door frames and window frames to your home;
- Communal hallways, corridors, stairways, doors, door frames, lifts and other shared internal spaces;
- Communal gardens, paths, parking areas, recreation areas and other shared external areas;
- The heating system if there is a communal one.

### **The Leaseholder's main obligations**

As a leaseholder you must

- Pay all service charges within 21 days as they become due;
- Keep your home in good repair including internal decorations;
- Keep your home in a clean and tidy order;
- Allow the Council or its contractors or workmen access to your home where reasonable notice is given, or in an emergency;
- Notify the Council if you sublet (where subletting is allowed) the property and provide an address where you can be contacted.

As a Leaseholder you must not

- Make alterations to the building without the Council's prior consent;
- Use the building for business purposes;
- Cause a nuisance or annoyance to neighbours or let other members of your household (including tenants) do so;
- Cause damage to the building;
- Fix or display any sign or otherwise disfigure any wall, fence or window which forms part of the building.

### **South Essex Homes' main obligations**

In accordance with the terms of the Lease, the Council or its approved Managing Agents, namely South Essex Homes, must

- Maintain and repair the structure and exterior of the building, including decorations;
- Maintain and repair all communal areas both internally and externally;
- Consult with you concerning certain repairs and improvements;

- Insure the building, and carry out repairs to it, following loss due to events such as fire and flood.

## **The Right to Charge**

Your Lease contains the authority under which the Council, or its managing agents, is allowed to charge you for repairs, alterations and improvements to your block of flats. The items for which we can charge do vary according to the terms of individual Leases, and these have to be taken into account when we send a Section 20 Notice for Planned Works. This could mean that your charge could be different to that of your neighbours.

## **Insurance**

### **Who insures my home?**

The Council is responsible for insuring the structure of the building up to its full reinstatement value. This is known as Building Insurance. The terms of your Lease allow the Council to recharge to you the cost of the annual premium. The terms of your Lease require you to have this insurance.

Where applicable, the interests of your mortgage company will be admitted in the Policy. To ensure adequate cover is maintained, valuations are index-linked to rise each year in line with inflation. The Council is able to achieve a very competitive rate for its insurance cover.

Dependant upon the type of building, your flat will be included on one of two policies. These two policies cover low and medium rise flats (up to 5 floors) and high rise (tower) blocks.

### **Tower Blocks**

Your Insurance Policy covers rebuilding costs in the event of damage caused by fire, explosion, lightning, and aircraft damage, or burst pipes to those structural parts of the building that your Lease shows to be the Council's responsibility. It does not cover internal fixtures and fittings and cannot be extended to cover any additional perils; you are advised that if you require extra protection you should arrange your own buildings insurance top-up cover. This can be arranged with any reputable insurance company or through your mortgage lender.

### **Low & Medium Rise**

Insurance on these properties covers all the main risks: fire, explosion, lightning, aircraft damage, storm or flood, burst pipes and tanks, smoke, damage caused by falling trees or branches, riot and malicious damage. Full details are contained in the booklet entitled 'Statement of Cover Buildings Insurance' issued by the Council's Insurers. If you do not already have a copy of this, one can be obtained from the Leasehold Management department at South Essex Homes.

Buildings insurance does not cover the contents of your flat (such as your furniture, decorations and personal possessions); to cover these, you should arrange your own Home Contents Insurance.

### **What if I do not have Home Contents Insurance?**

If you do not have Home Contents Insurance you are taking a big risk.

Suppose you had a fire, a flood or a break in, in your home. Could you afford to replace your furniture, clothing and household possessions? What if you live in an upstairs flat or maisonette and your bath

overflowed and flooded out your downstairs neighbour? You would be responsible for the damage, but could you afford to pay if your neighbour took you to court?

### **What will it cost?**

Home Contents Insurance need not be expensive, and most companies will let you pay in installments. There are many insurance companies offering this type of insurance, costs will vary, so it pays to shop around for a good deal.

### **Your rights as a Leaseholder**

Your exact rights depend on your Lease, however

- For information on Repairs and maintenance to communal areas, see Section 3 Repairs and Maintenance for more details;
- To be consulted on major repairs to blocks, see Consultation at the end of this section for more information;
- You have the right to make internal alterations to your flat subject to the appropriate permissions and regulations (See Section 3 Repairs and Maintenance for more information);
- You have the right to expect South Essex Homes (as managing agents on behalf of the Council) to manage issues in your block, estate or area (See Section 4 Management of Your Block for more information);
- You have the right to ‘Quiet Enjoyment’ and to live peacefully in your flat without interference from your neighbours or the landlord, so long as you keep to the conditions of your Lease;
- You have the right to sell your Lease, but must advise us in writing of change of ownership (See Section 2 Buying, Selling and Managing a Leasehold Flat for more information);
- You have the right to take in lodgers or rent your flat, but must advise us in writing (See Section 2 Buying, Selling and Managing a Leasehold Flat for more information).

### **Your responsibilities as a Leaseholder**

Your exact responsibilities depend on your Lease but generally you are required

- To pay your share of the costs of managing and maintaining your block (See Section 5 Service Charges for more information);
- Not to allow nuisance within your home which may annoy or cause inconvenience to your neighbours (See Section 4 Management of Your Block for more information);
- Not to cause the Insurance Policy to be invalidated or the premium to be increased (See Section 2 Buying, Selling and Managing a Leasehold Flat for more information);
- You must pay your share of the costs of managing and maintaining your block. This is a legal duty set out in your Lease (See Section 5 Service Charges for more information).

### **Our rights as an ALMO on behalf of the Landlord**

South Essex Homes is an Arms Length Management Organisation on behalf of the Council who has overall management responsibilities for your home, estate and area; and has the following rights

- To make decisions on management (See Section 4 Management of Your Block for more information), repairs and maintenance and improvements to your block (See Section 3 Repairs and Maintenance for more information);
- To make charges for the management and maintenance of your block (See Section 5 Service Charges for more information);
- To immediate entry to your property in an emergency situation (See Section 3 Repairs and Maintenance for more information);

- To general right of entry to inspect, with reasonable notice (See Section 4 Management of Your Block for more information).

### **Our responsibilities as the landlord’s Managing Agents**

Exact responsibilities depend on your Lease but we are generally required

- To keep structure and common parts of the block in good repair (See Section 3 Repairs and Maintenance for more information);
- To recover share of costs of managing and maintenance of blocks for Leaseholder (See Section 5 Services Charges for more information).

### **Consultation**

We have to consult you about any repairs to your block which are likely to cost more than £250 for each Leaseholder. Or where the landlord has entered into a ‘qualifying long term agreement’. Work that is undertaken for a term of more than 12 months and results in the leaseholder contributing more than £100.00 each year.

### **Summary of Procedures for Repairs and Major Works**

<b>Summary of procedures for Repairs and Major Works</b>
Serve a Notice of Intention
-
Allow 30 days for observations on proposed works and Nominations for Contractor
-
Obtain Estimates
-
Serve S20 with Details of Estimates obtained and, where these may be inspected, invite observations
-
Allow 30 days for observations to be received
-
Award contract to successful bidder

This consultation process is compulsory except in emergencies, such as gale damage to the roof where the building needs to be made secure and watertight.

### **The Law**

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

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

- Housing Act 2004

You can see copies of these Acts at main public libraries.

