# LEASEHOLDER GUIDE

## CONTENTS

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Foreword</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Introduction</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>Buying Your Home</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>Your Landlord</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>Management of Leasehold Flats</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>Your Lease</td>
<td>9</td>
</tr>
<tr>
<td>7</td>
<td>Your Lease, Rights &amp; Responsibilities</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>• Your Rights as a Leaseholder</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>• Your Responsibilities as a Leaseholder</td>
<td>12</td>
</tr>
<tr>
<td>8</td>
<td>Council – Responsibilities and Rights</td>
<td>17</td>
</tr>
<tr>
<td>9</td>
<td>Repairs and Improvements</td>
<td>19</td>
</tr>
<tr>
<td>10</td>
<td>The Service Charge</td>
<td>21</td>
</tr>
<tr>
<td>11</td>
<td>Paying Your Service Charge</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>• Difficulties paying your Service Charge</td>
<td>26</td>
</tr>
<tr>
<td>12</td>
<td>Financial Assistance – Major Works Repair/Improvement</td>
<td>27</td>
</tr>
<tr>
<td>13</td>
<td>Buildings Insurance</td>
<td>30</td>
</tr>
<tr>
<td>14</td>
<td>Selling Your Home / Sub Letting</td>
<td>31</td>
</tr>
<tr>
<td>15</td>
<td>Enquiries Complaints and Compliments</td>
<td>33</td>
</tr>
<tr>
<td>16</td>
<td>General Information</td>
<td>34</td>
</tr>
<tr>
<td></td>
<td>- Multi-storey flats</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Appendix 1 - Useful Contacts</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>Appendix 2 - Current Building Insurance Policy Details</td>
<td>39</td>
</tr>
<tr>
<td></td>
<td>Appendix 3 – Disclaimers</td>
<td>40</td>
</tr>
</tbody>
</table>
1. FOREWORD

The Council and Belle Isle Tenant Management Organisation (BITMO) recognises that being a leaseholder and dealing with the terms of your lease, understanding the Service Charges and the roles and responsibilities of the various parties involved can sometimes be difficult.

This Leaseholder’s Guide has been prepared with a view to providing information to all existing and prospective leaseholders on the roles and responsibilities of the Council. It will also provide some details of the rights and responsibilities of the leaseholders and the Council.

It is hoped that leaseholders will find this guide useful.
2. INTRODUCTION

Welcome to the Leaseholder Guide which has been produced with a view to providing leaseholders with basic information in relation to owning their own flat/maisonette. The guide gives details and general information on various aspects of owning a leasehold property.

The lease which you have signed when purchasing, or which you will be required to sign should you decide to purchase your home, provides details of the roles and the rights and responsibilities of the Council as landlord and also those of you, the leaseholder. It is important that you understand the commitment you are making when you purchase your leasehold property.

For those who have already purchased it is equally important that you understand your responsibilities under the terms of the lease. Whilst this Guide will provide some details, if you are in doubt on any aspect you should consult your own Legal Representative, the Law Centre, or the Citizens Advice Bureau. You can also get advice from The Leasehold Advisory Service (LEASE) (contact details are shown at Appendix 1)

The Council is always aiming to improve the service it provides to leaseholders and if you have any comments on the services provided, or the content of this guide please do not hesitate to contact the Council’s Home Ownership Manager or the Leasehold Officer for your area of the City (contact details are shown at Appendix 1)

As a leaseholder you may, from time to time, be invited to attend a Leaseholder’s Forum. The forums are meant to provide you as leaseholders with information on matters relating to the area in which you live and which may affect you as a leaseholder. It also gives you the opportunity to raise questions or enquiries on the services you receive, the Service Charges or any other issues which may be affecting you as a leaseholder.
3. BUYING YOUR HOME

This is probably the biggest financial expense a person can commit to in their lifetime. Consequently it is important that a person is aware of the commitment they are entering into and the potential consequences of not meeting these commitments.

Buying your home under a lease requires that you have a full knowledge of the terms of the lease. The Councils Home Ownership Manager will invite prospective leaseholders to a meeting prior to them having made any commitment to purchase. Leaseholders who have purchased are also welcome to request a meeting. The Home Ownership Manager can provide some basic information regarding:

- the terms of the lease
- the annual Service Charges Payable
- any anticipated major works and financial assistance which may be available
- the respective responsibilities of the leaseholder and the Council under the terms of the lease
- the financial commitments you are making under the lease

It will also provide you with the opportunity to ask any questions you may have relating to your leasehold property.

Costs
You as a leaseholder have to meet the costs which are incurred in running your home for example:

- Power (electric, gas)
- Water
- Council Tax
- insurances

When you have purchased there are some additional costs which you may have to meet which are detailed below:

- Mortgage (where one has been acquired)
- Annual Service Charges (which may include cleaning and repair/maintenance of communal parts of the block).
- Internal repairs and replacement of fixtures and fittings (eg bathroom, kitchen)
- One off major works of repair and improvement to the building structure which is the Council’s responsibility to carry out and your responsibility to pay a share of the costs. (The costs and your contribution can be high value sums).

The level of the Annual Service Charge payable to the council will depend upon the services which you continue to receive. Leaseholders of multi-storey flats receive more services than someone in a cottage style (block of 4 flats). Consequently the Annual Service Charge is generally much higher.

Leaseholders must also consider that it is the Council who is responsible for the repairs and improvements to the building structure (eg roof replacement, energy efficiency works). It is the Council who will determine the need and the timing of this type of work. The nature of the works can mean costs of several thousands of pounds and as a leaseholder you will be required to pay a share of these costs. This can mean receiving a bill from a few hundred pounds to several thousand pounds.
Repairs/Maintenance
Whilst living as a tenant the repairs and maintenance of a property both externally and in many instances internally, are undertaken by the landlord and the cost included in the rent charged.

When a property is purchased the leaseholder becomes responsible for maintaining and replacing all internal fixtures, fittings and decorations and paying their share for external works. Where the costs of the Service Charges are not paid the Council can and will take action to recover the monies through the courts.
4. YOUR LANDLORD

Leeds City Council

The lease agreement is between yourself and Leeds City Council and it is the Council who is the landlord and freeholder of the block in which your home is situated.

The Council is responsible for the Management and Maintenance of the block in which your flat is situated. The day to day management will be carried out by the Local Housing Management Office (see details on Page 9).

The Home Ownership Team based at Civic Hall in Leeds will provide financial and administrative services to leaseholders. The services provided by the Council's Home Ownership Team includes:

- Raising and issuing of the annual Service Charges to leaseholders
- Raising and issuing of Service Charges for major works
- Debt recovery in partnership with External Debt Recovery Agents and the Council's Legal Services Officers
- Maintenance of leaseholder’s records
- Responding to enquiries/complaints from leaseholders on related matters
- Responding to enquiries from solicitors on sales of property
- Issuing of the Consultation Notices where major works are to be carried out to a block of flats/maisonettes
- Issuing all other Statutory Notices as required
- Interpretation of legislation and implementation of any changes
- Calculation of Management Fees

Therefore any enquiries regarding the content of the Service Charge should be directed to the Council's Home Ownership Manager in the first instance (see contact details shown at Appendix 1)
5. MANAGEMENT OF LEASEHOLD BLOCKS

The council is responsible for the day-to-day management of the properties. With regard to leasehold properties this will include:

- Arranging for routine maintenance and repairs to the external building structure of a leasehold flat and to the communal parts of the block. (as determined under the terms of the lease) The reporting of repairs to communal areas of the block can be made through the Call Centres or by contacting your local Housing Office.
- Improvement works to the external structure of the flat and the communal parts.
- Painting of the communal parts of the block
- Provision of services to the block (for example caretaking, cleaning of communal areas, fire prevention equipment, window cleaning of communal parts)
- Dealing with matters of Anti-social behaviour
- Responding to enquiries/complaints from leaseholders on related service matters
- Liaison with leaseholders on major works to a block
- Communicating with leaseholders through Leaseholder Forums, Focus Groups, Sounding Boards and local newsletters
- Provision of a contact point for leaseholders to report repairs
- Calculation of the cost of the services provided to leaseholders
- Determining the services and the level of service provided to properties
6. YOUR LEASE

What Is Leasehold?
Under English law there are several ways of owning land/buildings. Two of the most common ways are freehold and leasehold. When the Council sells a flat or maisonette it will sell the leasehold and the purchaser will become a leaseholder. This means the property/land is held for a fixed number of years by the leaseholder and at the expiry of this period it would revert back to the freeholder. When the Council sells a House it will usually sell it freehold and the purchaser becomes the freeholder, that is the person owns the property/land without time limit. There is however instances where houses are sold under leasehold, although this is infrequent and specific circumstances will exist.

Length of Lease
One of the main ways in which leasehold differs from a freehold is that leasehold ownership is for a set period of time. Once this period ends, ownership of the flat will revert back to the landlord (Council) unless the lease is extended. The period of the lease for properties purchased under the Right to Buy will usually be 125 years. However, the 125 years will commence from the date the first property within a block was sold. Consequently a person buying at a later date will effectively have a shorter period on their lease. The reason for this is to ensure that the leases for properties in the same block terminate on the same date.

There are other reasons why the lease period may be shorter. The main one likely to affect tenants is where the Council may not own the freehold of a property and the Council themselves may be the leaseholder. Consequently if the period remaining on the lease is less than 125 years, the period remaining on the lease is transferred to the new leaseholder.

At the end of the lease period leaseholders have a right to extend the period of their lease.

Further information and a guide to extending the lease can be found at:

Can your lease be changed?

If the leaseholder and the Council agree to a change, for example to amend an error, this can be done by a Deed of Rectification. This will require the leaseholder to employ the services of a solicitor and there would be a cost.

However, if a leaseholder or the Council wishes to change something within the lease and the other party did not agree then an application would have to be made to the Residential Property Tribunal. The Tribunal would then give a ruling on the matter.
7. LEASEHOLDER RIGHTS AND RESPONSIBILITIES

As a leaseholder you have various rights, obligations and responsibilities. Some of these are defined in your Lease, while others are determined by law. You should ensure that you are fully advised of these legal issues by your solicitor, or other suitably qualified professional, before you commit to buying your flat. The Leasehold Advisory Service or the Citizens Advice Bureau may also be able to give you some expert independent legal advice on leasehold issues.

Your Lease is a legal contract between you and the Council. It gives you the right to occupy and enjoy the flat for the period of the lease, for so long as you comply with the terms of the lease. Your Lease is an important legal document and you should ensure that you understand its contents and also ensure that it is kept in a safe place.

7.1 Your rights as a leaseholder

Your lease will grant you various rights connected with your ownership of the flat. Some of these rights are described below.

i. Right of occupation and quiet enjoyment of the flat.
   For the period of the lease and for so long as you comply with the terms of the lease you will have the right to occupy the flat. You will also have the right to quiet enjoyment of the flat. This right of quiet enjoyment means that the Council are not unreasonably allowed to interfere with your occupation and enjoyment of the flat.

ii. Right to use shared areas of the building and grounds.
    Your lease will define your rights to use the shared parts of the building. Where there is garden land the lease will define what parts you are able to use, or which have been transferred to you.

iii. Right to sell your flat
    As the leasehold owner of the flat, you will have a right to sell it. However, this right is subject to a number of conditions. These include:
    a) If you sell the flat within a certain period after you have bought it from the Council, you will be required to pay some, all, or in some instances, more of the Right to Buy discount which you may have received, back to the Council. (see section 14 - Selling Your Home)
    b) If you, (or the original leaseholder) applied to purchase your/their Council property on or after 18th January 2005 and subsequently decide to sell it within 10 years of the purchase date, you will be required to offer the flat back to the Council at market value, before you can sell it on the open market. The Council is required to let you know within 8 weeks if it wishes to purchase your home. If you do not receive a reply within the 8 week period you can sell the property.
    c) You may not sell part of your flat.
    d) On any sale of the flat the Council must be given a Notice of the change of ownership in accordance with the terms of the lease. This is a legal document usually provided by the solicitors acting on behalf of the new owner.

iv. Right to mortgage your flat
As the leasehold owner of the flat, you will have a right to mortgage it when you first purchase. However, if the flat is still within the discount repayment period, and you seek a second mortgage, or a secured loan on the property, the lending institution (e.g., bank, building society) may ask that the Council postpones its discount repayment charge before the money is lent to you.

The Council can only give this postponement in certain circumstances, usually where costs are being incurred for improving the property and this may restrict your ability to obtain further finance secured on the property. The Council is unable to postpone its discount repayment charge in favour of debt consolidation. Requests made by leaseholders will be considered on their own merit.

v. Right to sub-let your flat
As the leasehold owner of the flat, you will have a right to sub-let it. However, this right is subject to a number of conditions:

a) Your sub-tenant may have to enter into a direct agreement with the Council.

b) You will remain responsible for the payment of service charge and ground rent.

c) You will remain responsible for ensuring that the terms of the lease are complied with and you will remain liable for any breaches, regardless of whether the breaches are committed by you, your sub-tenant or other parties connected to you, or your sub-tenant. You will therefore be responsible for the behaviour of your sub-tenant(s). This would include, for example, ensuring that they do not cause a nuisance to neighbours.

d) The Council must be given Notice of any sub-lease of the flat.

e) You should always notify the Council’s Home Ownership Manager of the date you intend to sub-let your property and advise them of your forwarding address and telephone number in the event that the Council need to contact you urgently.

f) If you have a mortgage on the property you may be required to inform your lender and obtain their permission before you sub-let.

g) It may be in your best interest to take independent legal advice before sub-letting your flat.

h) If the sub-lease that you grant is for a period of 21 years or more it is likely that the sub-letting could trigger a repayment of the Right to Buy discount if the flat is still within the discount repayment period.
vi. **Right to decorate/improve your flat**

You have a right to decorate your flat. However, you do not have a right to make structural alterations to your flat. Any alterations (whether structural or not) can be made only with the prior written permission of the Council. This includes such things as replacing the windows, kitchen and bathroom, installing heating and other general improvements. Such permission will not be unreasonably withheld.

If you need to obtain permission for alterations, you should contact the Neighbourhood Management Office who is responsible for the management of council properties in the area in which you live (see Appendix 1). You should also be aware that you are responsible for ensuring that any necessary Planning Permission and Building Regulations Approval is also obtained.

vii. **Enfranchisement; the right to buy the freehold of the block.**

The Leasehold Reform, Housing and Urban Development Act 1993 gives leaseholders the right to act together to buy the freehold of the building in which their flats are situated. However this right of “collective enfranchisement” only applies in certain circumstances. Whether the right can be exercised will usually depend on how many flats there are in the building and how many leaseholders wish to act together to buy the freehold of the block.

Should you require more information or advice on enfranchisement you should seek independent legal advice. While solicitors and other suitably qualified professionals may be able to give this advice you may also find that the Leasehold Advisory Service or Citizens Advice Bureau is able to provide helpful information.

7.2 **Your responsibilities as a leaseholder**

Your lease will impose various obligations and responsibilities on you. Some of these obligations and responsibilities are described below;

i. **Obligation to pay ground rent**

Under the terms of the lease you are required to pay ground rent. The ground rent is set at £10 per annum.

ii. **Obligation to pay the service charge.**

Under the terms of the lease you are required to pay towards the expenses which include the maintaining, repairing, improving, cleaning and insuring of the building and grounds and the shared areas and structural parts. The service charge is explained in further detail in Section 6.
iii. **Obligation to pay outgoings in respect of the flat.**
Under the terms of the lease you are required to pay all rates and charges, taxes, utility bills etc charged in respect of the flat.

iv. **Prohibition from sub-letting part only of the flat**
Under the terms of the lease you cannot sub-let only part of the flat.

v. **Obligation to keep your flat in good repair**
Under the terms of the lease you are required to keep the flat in good repair, this includes decorative repair. A full definition of your repairing obligations is included in your lease. It is not possible to list here all such potential responsibilities but these usually include:-

- all repairs to the inside of your flat, and glass in your windows and internal non-structural walls
- repairs to all fixtures and fittings inside your flat, except any communal heating systems
- repairing any damage to the building, services, grounds etc caused by you, by members of your household, or by your visitors or agents
- chimney sweeping
- keeping your flat clean and tidy

- keeping the communal areas clean and tidy (except where it is the landlord’s responsibility)
- decorating the inside of your flat
- maintenance of private garden (if any) in a neat and tidy condition.

If there is a communal heating system to your flat, it is usual for the maintenance of the heating appliances in the flat to be the responsibility of the Council, rather than you as the leaseholder. Maintenance of this equipment will be carried out by the Council. However, you will be responsible for paying for the costs of maintenance and repair.

If you, or someone you have employed, are undertaking repairs inside your flat, you must ensure that these works are done competently and to a good standard. You must also ensure that no damage is made (whether accidental or not) to any shared services, the structure of the block or any part of the building not owned by you. You will be liable for any such damage caused by you, any member of your household, your visitors, or agents. You will have to pay to have any such damage repaired.
If you are unsure about your ability to undertake the work you should employ a suitably qualified tradesperson. If you are in any doubt about the work you intend to carry out please discuss it with the Neighbourhood Housing Office, before commencing the work.

You must not make repairs on landings, stairways, shared areas, structural parts of the building and other parts of the building and grounds that are not owned by you. If any such work was carried out by you, members of your household, your visitors or agents, you will be required to pay for any damage caused. Furthermore, you will not be covered under the Council’s insurance policy if an accident or damage was caused as a result.

vi. **Obligation not to cause damage to the flat or any other part of the building**
Under the terms of the lease you have a responsibility to ensure that you do not cause any damage to the flat, or to any part of the building or grounds.

vii **Obligation to allow the Council, and other tenants in the block access and entry to your flat**
Under the terms of your lease you are obliged to give the Council and other tenants access to your flat if it is required to carry out an examination of the flat, or to make repairs. Usually, such access need only be given after a reasonable notice period. However, you will be obliged to give immediate access in the event of emergencies and in some instances the Council has the right to enter your property without your consent. (For example a water leak affecting a property below)

viii **Prohibition from doing or allowing anything to be done that might be a nuisance, annoyance or danger to the Council or to other occupiers**
The terms of your lease will impose various prohibitions on you not to act or allow others to act in such a way that might be or become a nuisance, annoyance, anti-social behaviour, or danger to the Council, or to other occupiers in the block.

ix **Prohibition from making any alterations to the property without the prior permission of the Council**
As a leaseholder you have the right to improve your home. While the Council do not need to be informed about minor work such as decorating, you will need written permission before you make any alterations to the flat. The Council will not refuse permission unless there is a good reason to do so.

It is not possible to list all of the types of alteration for which you would require permission but they would include, for example;

- Alterations that affect the structure, walls, windows, floors, ceilings, doors/frames, plumbing and electrical services (for example: the removal of internal walls may cause severe structural damage to a block and **must not** be done without prior permission)
- Any addition or change to the structure or services in your home including fixtures and fittings such as heating, kitchen units and bathroom replacement
- Additions of aerials or satellite dishes to the exterior of the building
- Outside decoration
• Replacement window frames and doors

To request permission to make any alterations you should write to the Neighbourhood Housing Office which manages the council properties in your area. You will need to give as much information as possible about what you want to do and include a drawing or plan. A building surveyor may need to visit your home to see what you intend to do, before a decision can be made.

The permission that the council might give to go ahead with work is not the same as planning permission and building regulations approval. You are responsible for obtaining any necessary planning permission and building regulations approval before you commence the work. The Council will normally make it a condition that you do this before permission is given for the work to be carried out.

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

x Prohibition on replacing or changing in any way the outside window frames without the prior permission of the Council
The outside window frames belong to the Council. You must not replace your windows unless the Council has given you permission in writing first.

If you replace, or otherwise change the outside of the window frames without permission, the Council has the right to put things back as they were and charge you for it.

xi Prohibition on making loft / basement conversions unless you own the loft space and have the Council's permission to undertake the conversion.
As a leaseholder it is unlikely that you will own any loft / basement space. If there is loft/basement space above/below your flat, it is likely that the Council owns it. You may apply to the Council to buy the space but the Council is under no obligation to sell it to you. To apply to buy and convert any loft/basement space above/below your flat you should contact the Council’s Home Ownership Manager who will give consideration to your request.

If the Council sells you the space and gives you permission to convert it, you will still have to ensure that you have all necessary planning permission and building regulations approval. You are responsible for obtaining any permissions and approvals. The Council will normally make this a condition of sale before it agrees to sell the space to you.

If the Council agrees to sell you the space, this would normally be done on an annexe lease. This is an extension to the original lease and your ownership of the space will cease at the same time as the lease to the flat.

If you undertake a conversion without owning the space or without permission, the Council has the right to put things back as they were and charge you for it.
Your Lease will also list a number of other general and specific responsibilities, obligations and prohibitions. You should ensure that these have been fully explained to you by a solicitor or other suitably qualified professional before you buy your flat.

The Department for Communities and Local Government has published a guidance booklet entitled ‘Residential Long Leaseholders’ which explains in greater detail your rights and responsibilities as a leaseholder. A copy of the booklet can be obtained by contacting the Department for Communities and Local Government, Free Literature, PO Box No. 236, Wetherby, LS23 7NB or visit their website at www.communities.gov.uk.
8. COUNCIL RESPONSIBILITIES

The Council, as the freeholder and landlord has a number of rights and responsibilities. Many of these relate to the management, maintenance, repair, improvement and insurance of the block and grounds in which your flat is situated. The council through the Neighbourhood Housing Offices (NHO) manages its stock and estates. The Neighbourhood Office for the area in which your property is located will be responsible for keeping the structure and shared areas of the block containing your home in good repair. In addition, where improvements are required to a block they will determine what works are required. The NHO is also responsible for keeping the communal grounds reasonably clean and well lit, and for maintaining the communal areas.

8.1 Repairs and Maintenance

Whilst it is not practical to list all of the repairs and maintenance for which the Council will be responsible, these include;

**Structure**
- Roofs, drains, gutters and pipes on the outside of your home
- Outside entrance doors
- Window frames and cills (excluding glass)
- Outside paint work
- Shared paths and steps
- Chimneys and chimney stacks
- Communal stairs and landings
- Outbuildings, including drying areas
- Foundations
- External and internal structural walls (but not the plaster)
- Boundary fences (except where you or a neighbouring owner are responsible)
- Gas Safety Flue Checks

**Installations, fixtures and fittings:**
- Lifts
- Communal heating systems
- Shared water pipes, water tanks, gas pipes and electrical wiring
- Light fittings in shared areas
- Controlled door-entry systems
- Decorations in shared/communal areas.

**Maintenance:**
- Keeping communal areas clean (where it is not the leaseholder’s responsibility)
- Maintaining and checking the Landlord’s electrical and lighting supplies
8.2 Buildings Insurance
The Council is responsible for arranging the building insurance cover for your flat. The reason for this is to ensure that there is adequate cover for the block in the event of any insurable peril (see Appendix 2 – Page 39 for further details).

8.3 Anti-Social Behavior
The Council will initially deal with cases of anti-social behavior that affects your peace, comfort or safety in your home. If you experience any form of anti-social behavior report it immediately to the local Neighbourhood Housing Office for the area or, alternatively, the council’s Anti-Social Behavior Unit.

The Council may be able to take action against people who are the cause of the anti-social behavior. This can include eviction of council tenants who are perpetrators of anti-social behavior.

If you require any further information or advice contact your Local Neighbourhood Housing Office.

8.4 Communicating with Leaseholders
The Council is responsible for communicating with leaseholders. This may take the form of:
- receiving the Council’s newsletter
- receiving invitations to attend meetings with other leaseholders and the Council officers
- receiving letters advising of changes in processes/procedures and legislation.
- where major works are being carried out you will receive advance Notice of the works and also receive formal Notices of major repairs and/or improvement works.

8.5 Access to properties
The Council has the right to access your property under the terms of your lease. The access may be required to inspect the property for issues affecting the building or an adjoining property. Reasonable notice would be given to gain access in order that a convenient time can be arranged. Where there is an emergency access may be required at very short notice.
9. REPAIRS AND IMPROVEMENTS

9.1 Reporting a Repair

Where you consider a repair is required to the structure of your flat or to the communal areas of the block you should report the matter to the Neighbourhood Housing Office.

The Council may send an officer to carry out an inspection if considered necessary. The council will determine whether the repair is required and the extent of the repair/maintenance necessary. The repair should then be carried out within a specified timescale. The Council has standard timescales for dealing with different types of repairs. (For example emergency repairs may be carried out within 24 hours).

9.2 Major Works of Repair/Improvement

From time to time it will be necessary for the Council to carry out major repair works and/or improvements or repair to the block and/or grounds in which your property is situated. This work will be carried out, managed and co-ordinated by the Council. The value of these works can result in a contribution from leaseholders of several thousand pounds.

Consultation

Where a need is identified by the council to carry out major works and/or improvements to properties, e.g. roof replacement, insulation works and a leaseholder is to be charged a proportion of the cost of this work, the Council are required to consult with all those leaseholders affected by the works where their contribution will be £250 or more. Where an individual leaseholder’s contribution will be below £250 there is no legal requirement to consult.

Leaseholders must also be consulted on certain long term agreements, or contracts lasting more than 12 months, which the council intends to enter into, and will a leaseholders contribution for the works/service will be £100 or more per year.

The council will where possible provide advance notice to leaseholders and tenants of works which are likely to be carried out to the block containing their home.

In the case of urgent works, such as leaking roof, the council may proceed with the repairs without giving you notice and still charge you for the works. In these cases the Council will endeavour to follow the consultation process as far as possible.

Further details on the consultation process is contained in the Commonhold & Leasehold Reform Act 2002, a copy of which can be purchased from HMSO, viewed at any library or viewed on the Communities and Local Government website, www.communities.gov.uk.

Such works can be expensive and a proportion of the cost will be passed to you as part of the service charge. The service charge is further explained in Section 10 of this Guide.
Works within the first five years of your Right to Buy purchase

Prior to you (or a previous leaseholder) buying your council flat, the Right to Buy scheme provides that the Council must advise of any major repairs/improvements which may be undertaken to the block in which your flat is situated, where the works are intended to be undertaken during the first five years from the date you purchased.

This information is required to be provided in the Section 125 Notice which the Council sends out during the Right to Buy process. If work is carried out within the five year period, the Council cannot recharge any more than the price quoted in the Section 125 Notice, plus an element for inflation. If the property is subsequently resold or transferred within the first five years, the amount of time left of the 5 year period is transferred to any subsequent leaseholders. The five year period is not renewed each time the lease is sold on.
10. THE SERVICE CHARGE

What is a Service Charge?
This is the charge made by the Council for those services which it provides to the block or individual leasehold property under the terms of the lease. It will not only include those direct services (eg cleaning, buildings insurance) but also management costs (eg the cost of arranging contracts and the issuing of Service Charges and invoices to leaseholders).

Elements of the Service Charge
Your Service Charge will include one or more of the costs detailed below. This list is not exhaustive and does not include items of major works and improvements that might be rechargeable over and above any annual service charge account.

- **DISTRICT/COMMUNAL HEATING** - where district/communal heating is supplied to properties a charge is levied for the provision of heating and hot water to individual flats and communal areas. Charges can be levied for the energy consumption, heating of communal areas, servicing, repairs and replacement of equipment.

- **FIRE PREVENTION EQUIPMENT** - the Council provides fire-fighting equipment for communal areas of some multi-occupied properties. Charges are levied for the supply, servicing, repair and replacement of the equipment.

- **WINDOW CLEANING** - in some blocks a private contractor is employed by the Council to clean areas of communal glazing to windows and doors.

- **LIFTS** - in blocks where lifts are provided, charges are levied for the electricity and the servicing, repair and replacement of the lifts.

- **INTERNAL LIGHTING** - relates to the consumption of electricity in blocks where communal lighting is provided to stairwells, entrance halls and landings, and where there is external security lighting.

- **CLEANING** - in certain blocks the Council provides a cleaning service to the communal areas of the block.

- **COMMUNAL TV AERIAL** - the Council provides a communal TV aerial facility to a number of blocks throughout the city. Where the service is provided costs can be incurred for the supply, service, repair and replacement of the equipment.

- **WATER SUPPLY BOOSTER** - this charge relates to the electricity consumption of the water supply booster which increases the water pressure to some multi-storey blocks. Charges are also levied for the supply, servicing, repairs and replacement of the equipment.

- **CARETAKING** - a caretaker may be employed in some blocks to deal with the day-to-day management. The recharge relates to the employment costs and related running costs of the block.

- **STEEPLEJACK INSPECTIONS** - it is necessary for steeplejacks to inspect the structure of high rise buildings regularly.
• **RESIDENT HOUSING OFFICER/TENANCY SUPPORT OFFICERS** - Resident Housing Officers and Tenancy Support Officers may be employed to manage certain blocks of flats.

• **HORTICULTURAL MAINTENANCE** - garden areas surrounding certain blocks of flats are covered by a horticultural maintenance contract. Where a contract exists charges will be raised for this service.

• **GAS SAFETY CHECKS** - the Council is required to carry out annual safety checks to gas flues in leasehold properties. The Council is only responsible for checking the flue if it forms part of the structure. It is not responsible for checking items such as boilers, fires and cookers. If a leaseholder employs a contractor to maintain their own appliances and the contract includes a safety check to the flue, the Council is not required to undertake a further check. However, you as a leaseholder must provide evidence that the Gas Flue Safety Check has been carried out in order to comply with legislative requirements.

• **BUILDING INSURANCE & INSURANCE PREMIUM TAX** - under the terms of the lease the Council is obliged to provide the Building Insurance cover for the flat. The charge levied includes the annual premium and Insurance Premium Tax payable in respect of the individual flat.

• **PAINTING** – the Council retains responsibility for the painting of external areas and any internal communal areas. This is carried out as required and is determined by the Council. Where a property is identified as being part of a painting programme, leaseholders will be notified of the intention to paint their property together with estimated costs. If a leaseholder does not wish to have their windows and doors included within the programme they must notify the Council in writing. However, the Council is still responsible for painting any communal areas of the block. Each leaseholder will be required to pay a proportion of the cost of painting for external/internal communal areas, e.g. gutters, fascia boards, foyers, stairwells and landings.

If any repairs are carried out to the flat or the communal areas prior to painting, in order to fulfil the painting contract specification, a proportion of the cost will be recharged to leaseholders.

• **MANAGEMENT FEE** - the Council is obliged to recover all costs involved in managing leasehold properties. The management fee is reviewed annually and includes such items as supervision and administration of all services, maintenance of appropriate records and computer systems, responding to leaseholder enquiries, production of Service Charge and Ground Rent notifications, billing and debt recovery.

• **COMMUNAL REPAIRS** - are costs incurred by the Council in carrying out repairs or maintenance work to a specific flat or to the communal areas in a block. Each leaseholder will be required to contribute towards the costs incurred by the Council during the year in respect of communal repairs, usually pro-rata to the number of flats in the block although there may be exceptions to this and the amount due will be determined by the Council on a ‘beneficial’ basis. Because the Council cannot know what repairs/maintenance will be carried out during the year, the Service Charge Estimate will include an estimated sum for the repairs/maintenance. Any adjustments required will be made in the Service Charge Actual for that year.
As a leaseholder, you will benefit from some or all of these services and from works of maintenance, repair and improvement undertaken by or on behalf of the Council in respect of the block and grounds, and the shared areas and structural parts.

The Lease provides that the Council will recharge you for a proportion of all maintenance and management expenditure. Where costs relate specifically to your flat, the cost will be recharged to you in full.

The amount of Service Charge is not fixed. It will vary from year to year, depending upon a number of factors including,

- variations in the nature and extent of the services the Council provides to the block
- variations in the repair and maintenance requirements for the flat/block
- improvement works which have been carried out
- increases due to the effects of inflation

**Service Charge Estimates Statement**
The Council are unable to determine in advance the actual amount of money it will spend on services in each financial year. Therefore, leaseholders are charged based upon an estimated amount each year, commencing in April.

In March each year the Council will send all leaseholders a letter informing them of the estimated service charge for the forthcoming financial year (April to March). This letter advises leaseholders of the services that they receive together with the costs payable.

Service Charge and ground rent is billed quarterly in advance. Quarterly accounts may be raised on the:

- 1st April
- 1st July
- 1st October
- 1st January

If required, leaseholders can pay in advance on a monthly basis by direct debit or Standing Order.

**Service Charge Actual Statement**
At the end of each financial year the Council identifies the actual expenditure it has incurred for that year. This may be more or less than the estimated amount previously notified to leaseholders in the Service Charge Estimate.

Within six months of the end of each financial year, all leaseholders will receive a Statement informing them of the actual service charges due for the previous financial year. This letter will show the variance between the initial estimated charges and the actual costs which were incurred for the year.

Where the statement shows that the initial estimate was greater than the final cost it will show as an overcharge. If there has been an overcharge this may reduce the amount payable within the next two quarterly accounts which you are required to pay (in October and January). Alternatively the overpayment may be refunded to you.
Where the Statement shows an undercharge (ie the cost of the services have been more than the amounts you have been billed during the year) this undercharge will be recovered by issuing a further account.

For those leaseholders who pay by monthly or quarterly direct debit, the Council may adjust the direct debit payment to take into account any under or over payment over the next six month period. You will be advised, of any adjustment to your direct debit payment.

**Inspection of Accounts**
Under Section 22 of the Landlord and Tenant Act 1985 leaseholders have the right to inspect accounts, receipts and other documentation in relation to the costs of the services for which a charge has been made. A time limit of six months applies to inspection requests and begins on the date you receive your statement. Further information on the inspection of accounts can be obtained by contacting the Councils Home Ownership Manager (contact details at Appendix 1).

**Disputing the amount of the Service Charge**
If there is an occasion where you wish to make a general enquiry regarding your Service Charge or you wish to dispute a charge you are requested to contact the Council’s Home Ownership Manager in the first instance. The matter will be fully investigated with all parties involved. The aim would be to respond to the enquiry within 15 working days where possible. You will be provided with all the relevant information and the outcome of the investigation.

If you remain dissatisfied and dependent upon the nature of your enquiry or complaint you can refer the matter to the Residential Property Tribunal (Contact Details at Appendix 1). Further details on the Residential Property Tribunal can be obtained from LEASE or the Justice.gov.uk website.

The terms of your lease require that all invoices for service charge and ground rent be paid in line with the requirements of your lease, even where there is a dispute.
11. PAYING YOUR SERVICE CHARGE

When, where and how to pay

When to pay

You are required to pay your Service Charge account within 21 days of receiving it. If you fail to pay within this time your lease allows the Council to charge interest at the rate of 3% above that of the Council’s Bankers’ base interest rate.

Where to pay

Ways to pay your service charge are printed on the reverse of each account. The methods available are:

Direct Debit – Is the simplest, easiest and cheapest method for you to pay your Service Charge bills. If you choose to pay by this method you can pay your accounts on a monthly or quarterly basis on the 1st day of each month, or each quarter. If you would like to pay by direct debit please contact the Council’s Home Ownership Manager and request a direct debit mandate form.

Standing Order – this is an instruction which you need to give to your bank advising them of how to pay and the dates to pay. You also need to provide the Council’s bank details which can be found on the Service Charge Account Invoice, or obtained from the Council’s Home Ownership Manager (See Appendix 1 for contact details).

Telephone banking or BACS - when making a payment by either of these methods, make your payment to Council Bank Account quoted on the Service Charge Invoice. You will need to state the Bank, the Council’s Bank Account No, the Council’s Sort Code and please make sure you give your 9 digit invoice reference number. You must send a separate remittance advice when you make a BACS payment quoting the amount(s) and invoice reference number(s) so that your payments can be correctly allocated.

Over The Telephone by Debit Card - To use this service telephone 3957100. This is a 24 hour, 7 days a week, automated system. You can also ring the Exchequer Services Tel. (0113) 2475670 between 8.30 a.m and 5.00 p.m. Monday to Friday or the Council’s Home Ownership Manager between 8.00 a.m. and 4.00 p.m. Monday to Friday Tel. (0113) 378 5693.

Over the internet - at www.leeds.gov.uk, on-line payments, other invoices. When you log in, just follow the directions.
Post Office/Paypoint or Payzone - You should have been issued with a plastic payment card to allow you to pay at the above outlets. Take this card with you and advise them how much you wish to pay. Ensure that you get a receipt for your payment. (If you don’t have a plastic payment card or have lost it please contact the Councils Home Ownership Manager who will arrange to issue a new card).

Note: Paypoint outlets will only accept cash and Payzone will accept cash and Debit Cards.

Paying by Post - you can send your payment by cheque through the post to:-

Leeds City Council
PO Box 60
Leeds
LS2 8JR.

Post-dated cheques cannot be accepted. Please do not send cash through the post.

You must write your account reference (9 digits) on the reverse of the cheque. If you do not, your payment may not be credited to your account.

What you should do if you are having difficulty paying your service charge.

If you are having difficulties paying your service charge, you should first contact the Councils Home Ownership Manager (see Appendix 1 for contact details). Please do not ignore reminder accounts which are sent to you.

If you ignore the accounts the Council will begin court proceedings against you in order to recover the monies due. This will result in additional costs being added to your account and could result in the Council seeking forfeiture of the lease, which means you may lose your home.

If you are having financial difficulties there are a number of organisations who may be able to provide advice these include:

- Department of Work and Pensions (Benefits advice)
- Citizen Advice Bureau
- National Debt Line
12 FINANCIAL ASSISTANCE – MAJOR WORKS

Where you are issued with a Service Charge Account for repairs and/or improvements you will generally be invoiced after the works have been completed. In accordance with the terms of your lease, you will be required to pay a proportion of the cost of the works. These Service Charges are in addition to the annual Service Charge and quite often are demands for large sums of money.

The Council recognises that many leaseholders are not in a position whereby they can pay these large bills in a short period of time. Consequently the Council has a number of payment options which may be made available to leaseholders dependent upon their financial means. These options are detailed below. The options are in addition to the payment options which are available either under the terms of your lease, or under the law which relates to leasehold.

**Quarterly Instalments**
Under the terms of your lease you may pay any Service Charge demand over a 12 month period in 4 quarterly payments. This can be adjusted to 12 monthly instalments by agreement with the Council’s Leasehold Officer.

**Mandatory Service Charge Loan**
In specific circumstances, a leaseholder may be eligible for a mandatory loan under the Housing (Service Charge Loans) Regulations 1992. This means that you have the right to a loan where the criteria specified in the regulations is met. When you receive a Service Charge demand you will be advised whether you qualify for the mandatory loan and the terms of any such loan.

In brief the right to a loan is in respect of charges for repairs/improvements where the charges are payable within 10 years of the granting of the lease and are secured by way of a mortgage (Legal Charge) on your home. The repayment period of the loan is dependent upon the value of the loan to which a leaseholder is entitled.
**Discretionary Loan**
If you do not qualify under the ‘Mandatory Loan” described above, or the value of the Mandatory Loan to which you are entitled does not cover the full cost of the Service Charge demand, the Council may be able to offer you a discretionary loan.

You will be required to complete financial test of resources to establish if the Council considers you have the financial means to repay the loan. A loan provided under the Council’s discretionary powers will be secured as a mortgage on your home.

The details of a discretionary loan include:-
- the loan is repaid on a principal and interest basis
- interest will be charged over the period the loan remains outstanding
- interest is charged in accordance with schedule 16 of the Housing Act 1985
- the number of years which you have to repay (loan period) will be made by agreement with the Council

Further details of this type of loan will be provided should you wish to consider applying for such a loan.

**Equity Loan**
In exceptional circumstances of financial hardship and where specific criteria is met, the Council may be able to offer an Equity loan. This means:-
- the debt would be left outstanding
- a charge will be taken on your property
- the debt would be repayable at the time of an assignment of the lease, the granting of a long lease to a sub-tenant, if the leaseholder moved into residential care, or on the death of the leaseholder, or the first transfer of the property.
- the value to be repaid is the lower, of the full amount of the principle loan plus either compound interest, or an amount proportional to any increase in the value of the property. As a minimum the original loan value must be repaid.

In all cases, where the Council provides a loan you will be required to pay the Council's legal and administrative costs in respect of any such loan (eg cost of drafting loan documents, property valuation, Land Registry Charges).

Leaseholders are strongly recommended to seek their own Financial and Legal advice before committing to any of the loans detailed above. You may be able to find a better loan from one of the high street Banks, Building Societies or other financial lending institution.
Other Financial Assistance – Department of Works and Pensions

In some circumstances the Department of Works and Pensions (DWP) may be able to offer some level of financial assistance to leaseholders who are in receipt of Pension Credits. Each case is considered on individual merit.

To obtain further information please contact DWP on their Pension Credit helpline – (freephone) 0800 99 1234.

It is likely that you will need to write to DWP detailing your financial circumstances and send them a copy of the Service Charge account you require assistance to pay.

Assistance may be given for annual services charges and for one-off or major works costs.
13. BUILDINGS INSURANCE

It is the responsibility of the Council to insure your flat. The cost (premium due) for the buildings insurance will be recharged to you as a leaseholder.

The Buildings Insurance policy DOES NOT COVER THE CONTENTS in your home. You are strongly advised to arrange a separate insurance to cover the contents of your flat.

The sum insured (or reinstatement value) relates to the cost of reinstating, or rebuilding your property. It does NOT relate to the current market value of your home.

The original insurance reinstatement value is obtained from the valuing agents at the time of the Right to Buy valuation. This is increased annually by a percentage advised by the Council’s insurers. The policy covers perils which are normally insurable in respect of the reinstatement of damage to the structure of the building only.

If you as leaseholder consider that the buildings insurance valuation of their home is too low, or too high, you may commission, at your own expense, a valuation survey for reinstatement purposes, of the property by a reputable company. Upon written notification being received, including a copy of the valuation report the Council may, if considered appropriate, notify the Insurers of the revised re-instatement valuation and calculate a revision of the premium due. It may not be possible to amend the valuation until the beginning of the next financial year and it cannot be retrospective. However, leaseholders will be advised of the date from which the revision will take place.

If you require advice on the cover provided, need to make a claim under the Buildings Insurance policy in relation to your home, or require a copy of the policy please telephone the Council’s Home Ownership Manager.

A summary of the current insurance policy is shown at Appendix 2.
Selling your Property (Assignment of Lease)

You can sell your flat on the open market. However, if you (or a preceding leaseholder) applied to purchase under the Right to Buy Scheme on or after the 18th January 2005 and you wish to resell, or dispose of your home within 10 years of the initial purchase, you will be required to give the Council first choice of buying the property at full market value before you can sell it on the open market (this is called the Right of First Refusal). If your offer has not been accepted by the Council within 8 weeks you will be free to sell your property on the open market.

If you wish to sell your property the Council will, on written request, provide you or your solicitor with any relevant factual information. An administrative fee is payable for providing any information.

You may find it helpful if your solicitor has a copy of your lease, together with details of routine and major service charges over recent years and any consultation notices which have been sent to you for work which may be, or is due to be carried out.

When your lease is assigned all service charge arrears, and payment for major works, must be cleared upon completion of the sale. The Council will not be party to the apportionment of outstanding service charges between leaseholders and purchasers. It is your responsibility to ensure that your solicitor resolves this prior to completion of the sale.

There is a fee to register the assignment of the lease. Please contact the Council’s Home Ownership Manager for details. The fee and the Notice of Assignment must be forwarded to the Council’s Home Ownership Manager within one month of the completion date.

Please note that the Council is under no legal obligation to repurchase your property.

Sub-letting

There is no restriction in your lease to sub-letting the whole of your property. However, you must always notify the Council’s Home Ownership Manager of:-
- the date you intend to sub-let your property
- your forwarding address and telephone number

These are required in the event that the Council need to contact you urgently. If you sub-let your property you will still be responsible for the payment of service charge and ground rent.

If you have a mortgage on the property you may be required to inform your lender and obtain their permission before you sub-let.

If you sub-let your property you are responsible for ensuring that your tenants comply with the terms of the lease agreement. You will be responsible for the behaviour of your tenants and must ensure that they do not cause nuisance to neighbours.
Repayment of Right to Buy Discount

If you are the original purchaser and you are selling your home within the first 5 years of its purchase from the Council you will be liable to repay some, all, or a sum greater than the discount you received from the Council. The monies will be payable either before the sale of your home, or from the proceeds of the sale by your legal representative. The proportion of the discount which you would have to pay on resale is:-

- For Right to Buy applications received on or after the 18th January 2005 discount is repayable if the property is resold or transferred within 5 years of the initial purchase date from the Council and the disposal is not exempt under Section 160 of the Housing Act 1985. You will be required to repay a proportion of discount based upon the market value of your flat at the time you sell. This is as follows:-

<table>
<thead>
<tr>
<th>Time Scale</th>
<th>Proportion of Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resold within first year</td>
<td>100%</td>
</tr>
<tr>
<td>Resold within second year</td>
<td>80%</td>
</tr>
<tr>
<td>Resold within third year</td>
<td>60%</td>
</tr>
<tr>
<td>Resold within fourth year</td>
<td>40%</td>
</tr>
<tr>
<td>Resold within fifth year</td>
<td>20%</td>
</tr>
<tr>
<td>Resold after fifth year</td>
<td>0%</td>
</tr>
</tbody>
</table>

There are some exceptions to these rules, for example if the original leaseholder dies and the property is transferred through their Estate. Further information on the repayment of discount can be obtained by contacting the Council’s Home Ownership Manager.
15. ENQUIRIES, COMPLAINTS & COMPLIMENTS

**Enquiries**

**Services**
Should you as a leaseholder need to make a general enquiry regarding a specific service provided by the Council (e.g., cleaning, repairs), it would be helpful if you direct the enquiry to your Neighbourhood Housing Office (see contact details Appendix 1).

**Costs**
Where the enquiry relates to the cost of a service or relates to the Service Charge Statements or Service Charge Accounts, these should be directed to the Council’s Home Ownership Manager (see contact details Appendix 1).

Officers from the Council will take your enquiry and, where appropriate, redirect it to the relevant officer.

**Complaints/Challenges**
Should you as a leaseholder wish to make a complaint regarding any aspect of the Leasehold Services, you can contact the Home Ownership Manager, or make your complaint on the Council’s website (Leeds.gov.uk) under Complaints and Compliments. The complaint will be directed to the appropriate officer for response.

The Council has a timescale by which it aims to respond to complaints. The maximum period for a full response is 15 days. Where a response is likely to take longer, you will be advised of the reason and the date by which you can expect a full response.

The Council will aim to achieve a resolution to any complaint where possible. However, leaseholders have the option dependent upon the nature of the complaint to refer the matters either to the Local Government Ombudsman or the First Tier Property Tribunal (contact details at Appendix 1).

**Compliments**
Should you consider that you have received a particularly good service in relation to your home, the Council always welcome compliments.
16. GENERAL INFORMATION

Multi-storey flats
The Council is aware that some leaseholders of multi-storey flats experience some difficulty in reselling their properties. The majority of major lending agencies, are unwilling to provide mortgages to prospective purchasers of flats in multi-storey blocks.

Consequently any tenant considering buying a dwelling of this type should consider the above information before proceeding. If you decide to purchase your Council flat, and at a subsequent date wish to sell the property, it is most likely any prospective purchasers may find it difficult to obtain a mortgage within the Private Sector. Tenants are, therefore, advised to obtain their own independent advice upon the condition and saleability of multi-storey flats before making any commitment to purchase. It should be noted that the Council is not obliged to repurchase any ex-Council property from any owner-occupier.
APPENDIX 1

USEFUL CONTACTS

Leasehold Representatives

Home Ownership Team
(Payments Only)
Tel. (0113) 3785693

Leasehold Liaison Officers
(Major Work/Repairs Enquiries)
Tel. (0113) 3784185

Reporting

Housing-
Initial Booking of Repairs,
Enquiries & Complaints
0800 188 4000 (0113) 3760410
Navigation House
8 George Mann Road
Leeds
LS10 1DJ

Housing Office Contact Details

Armley One Stop Centre, 2 Stocks Hill, Armley, Leeds LS12 1UQ
Armley Housing Office public number: 0113 3785660

Bramley Neighbourhood Housing Office, 202 Town Street, Bramley, LS13 2EP
Bramley Housing Office public number: 0113 3785030

Burmantofts Housing Office, Rigton Lawn, LS9 7QA
Burmantofts Housing Office public number: 0113 37 81971

Gipton Housing Office, Coldcotes Drive LS9 6QG
Gipton Housing Office public number: 0113 37 82286

Horsforth Neighbourhood Housing Office, The Green, Town Street, LS18 5JB
Horsforth Housing Office public number: 0113 37 82535

Kippax Housing Office, Hanover Place, Kippax, LS25 7LW
Kippax Housing Office public number: 0113 37 81237

Kirkstall Neighbourhood Housing Office, 45 Kirkstall Lane, Kirkstall, LS5 3BE
Kirkstall Housing Office public number: 0113 37 82230

Little London Neighbourhood Housing Office, Oatland Lane, LS7 1SP
Little London Housing Office public number: 0113 37 82121
Housing Office Contact Details continued….

Middleton St George’s One Stop Centre, St George’s Road, Leeds, LS10 4UZ
Middleton Housing Office public number: 0113 37 81405

City and Hunslet Area Office, Navigation House, First Floor
8 George Mann Road, Leeds, LS10 1DJ
Public number: 0113 3781406

Moortown Housing Office, 4 Queenshill Approach, LS17 6AY
Moortown Housing Office public number: 0113 37 82426 / 37 82427

Morley One Stop Centre, Morley Town Hall, Morley, Leeds, LS27 9DX
Morley Housing Office public number: 0113 24 77268

North Seacroft Joint Services One Stop Centre, Unit 8 Seacroft Green, LS14 6JL
Seacroft Housing Office public number: 0113 37 82009/37 82019

Pudsey One Stop Centre, Town Hall, Robin Lane, Pudsey, Leeds LS28 7BL
Pudsey Housing Office public number: 0113 24 77058

Rothwell One Stop Centre, Marsh Street, Rothwell, Leeds, LS26 0AD
Rothwell Housing Office public number: 0113 24 77051

Swarcliffe Housing Office, 32-38 Langbar Gardens, Leeds, LS14 5ES
Swarcliffe Housing Office public number: 0113 37 81256

Wortley Neighbourhood Housing Office, 36 Heights Drive, Wortley, LS12 3SU
Wortley Housing Office public number: 0113 38 82060

Insurance Claims
Avid Insurance.

Avid Insurance Services LTD
20 St. Dunstan’s Hill,
London,
EC3R 8HL
info@avidinsurance.co.uk
Tel:- +44 (0)20 3195 7500

Paying Your Service Charge
Telephone Payments (Debit Card) Tel. (0113) 395 7100
Tel. (0113) 378 5693

Online Payments www.leeds.gov.uk (do it online)
(24 hours, 7 days a week)
## Advice and Information

<table>
<thead>
<tr>
<th>Organization</th>
<th>Address</th>
<th>Tel</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Citizens Advice Bureau</strong></td>
<td>Westminster Building, 31 New York Street, Leeds, LS2 7DT</td>
<td>0844 477 4788</td>
<td><a href="http://www.leedscab.org.uk">www.leedscab.org.uk</a></td>
</tr>
<tr>
<td><strong>Leasehold Advisory Service</strong></td>
<td>Maple House, 149 Tottenham Court Road, LONDON, W1T 7BN</td>
<td>020 7383 9800</td>
<td><a href="http://www.lease-advice.org">www.lease-advice.org</a></td>
</tr>
<tr>
<td><strong>House Proud Home Improvement Trust</strong></td>
<td>7, Mansfield Road, Nottingham, Nottinghamshire, NG1 3FB</td>
<td>0800 783 7569</td>
<td></td>
</tr>
<tr>
<td><strong>First Tier Tribunal - Residential Property</strong></td>
<td>Residential Property, 1st Floor, Piccadilly Exchange, Piccadilly Plaza, Manchester, M1 4AH</td>
<td>0161 237 9491</td>
<td><a href="mailto:rnorthern@hmcts.gsi.gov.uk">rnorthern@hmcts.gsi.gov.uk</a></td>
</tr>
<tr>
<td><strong>Department of Communities and Local Government</strong></td>
<td>Free Literature, PO Box 236, Wetherby, LS23 7NB</td>
<td>0870 1226 236 or 020 7944 4400</td>
<td><a href="http://www.communities.gov.uk">www.communities.gov.uk</a></td>
</tr>
</tbody>
</table>
National Debt Line
Tricorn House,
51-53 Hagley Road,
Edgbaston, Birmingham, B16 8TP
Tel: 0808 808 4000
e-mail: nationaldebtline.co.uk

Other Council Services

Council Tax
Tel: (0113) 2224404
e-mail: council.tax@leeds.gov.uk

Noise Nuisance Reporting
(Emergency out of hours)
Tel. (0113) 222 4406
Tel. (0113) 242 5841

Highways
(Including repairs and lighting)
Tel. (0113) 2224406

All Leeds City Council Services can be found on line at
www.leeds.gov.uk
CURRENT BUILDINGS INSURANCE POLICY DETAILS

SUMMARY OF BUILDINGS INSURANCE

This summary provides you with an outline of the Policy issued to Leeds City Council. It is supplied for information only and does not form part of the Policy. Full details can be obtained from the Council.

RENEWAL DATE: 1st April
NAME OF INSURED: LEEDS CITY COUNCIL AND LESSEES OF COUNCIL FLATS
POLICY NUMBER: 2018CP000089

INSURER: Avid Insurance Services Limited

INSURED PERILS: The Policy provides cover in respect of Loss or Damage caused by:

1. FIRE, LIGHTNING, EXPLOSION or EARTHQUAKE
2. AIRCRAFT
3. STORM, TEMPEST or FLOOD
4. ESCAPE OF WATER (causing damage to Buildings)
5. ESCAPE OF OIL (causing damage to Buildings)
6. THEFT OF FIXTURES AND FITTINGS AND DAMAGE CAUSED BY THIEVES
7. IMPACT
8. ANY PERSON TAKING PART IN A RIOT, VIOLENT DISORDER, STRIKE, LABOUR DISTURBANCE, CIVIL COMMOTION OR BY ANY PERSON OF MALICIOUS INTENT
9. SUBSIDENCE, LANDSLIP or HEAVE
10. DAMAGE BY FALLING TV / RADIO AERIALS
11. FALLING TREES
12. ACCIDENTAL DAMAGE

CLAIMS EXCESS
- GBP £1,000 Subsidence
- GBP £100 All other losses

EXTENSIONS/EXCLUSIONS:

As per policy supplied to Leeds City Council available on request

A FULL POLICY DOCUMENT CAN BE OBTAINED FROM THE HOME OWNERSHIP TEAM ON TEL:-(0113) 3785693
1. DISCLAIMERS

General

The contents of this booklet are not legally binding and do not affect or form part of any lease or other legally binding document or arrangement. The legal relationship between you and the Council with regard to your leasehold property will be defined by your Lease and by the relevant law, not by this document.

This document is designed to provide some general information on leases sold by the Council but it is not legal advice. The Council has tried to ensure that the contents are accurate at the time of writing (28th November 2013) but cannot guarantee their accuracy.

You must therefore take independent legal advice before buying your flat. You should ensure that before buying your flat, a solicitor, or other suitably qualified person, fully explains to you the specific terms of your lease and the legal issues relating to your leasehold ownership.