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Harden, Kemble and Nexus Housing Associations are members of West Mercia Housing Group.





INFORMATION PACK
for HOME OWNERS



The Leaseholders
Guide

The Leaseholders Guide

This guide contains important information for current and potential residents of a leasehold property and anyone thinking of buying a West Mercia Housing Group leasehold apartment, or a resident of an existing leasehold property including those, where West Mercia Housing Group has a management agreement with the property owner to administer services. This could also include Shared Owners and those residents who have purchased a property under the Homebuy scheme.

Many of the services provided by landlords and managing agents are unique and enshrined in some detail within the **property lease**, but in general terms the following information is a useful guide to the provision of services available from West Mercia Housing Group and its member Associations.

Harden, Kemble Housing and Nexus Housing are all Associations who are members of West Mercia Housing Group.

About this Booklet

Who is it for?

This booklet is for: Leaseholders in a West Mercia Housing Group scheme of apartments, anyone who is thinking of buying an apartment from a leaseholder or anyone who is resident in a property where West Mercia Housing Group has a management agreement to provide services.

What is it for?

It is to explain your rights and responsibilities as a leaseholder, and the Group's rights and responsibilities as the landlord (or managing agent) of your property.

It gives help and advice about being a leaseholder in a shared scheme of apartments, or other leasehold scheme and tells you about the services you are entitled to.

It explains about Service Charges and other payments, why you have them and how we can help if you have problems paying them.

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Our Leaseholders' Charter

We will act at all times as a reasonable and responsible landlord/managing agent.

We will respect and protect your rights as a leaseholder and will expect you to respect our rights and responsibilities as landlord/managing agent.

We will keep the building in good condition to protect our investment and yours.

We will try to deal with nuisance problems caused by neighbours in your scheme and will expect you not to cause nuisance to others.

Rights and Responsibilities

The lease is a contract between you and the landlord. It gives you and your successors the right of possession of your apartment for a long period (normally either 99 or 125 years) provided you keep to the terms of the lease.

The lease document sets out these terms and conditions. You should get a solicitor to look at it when you buy the lease.

The lease is a legal document. Keep it in a safe place. For the payment of a small fee of around £25 we can give you a copy if you lose it, but we recommend that you should always have your own copy.

Like most legal documents, your lease can be difficult to read and understand. If in doubt seek legal advice.

The rights as a leaseholder

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
- Leasehold Reform, Housing and Urban Development Act 1993
- Housing Act 1996
- Commonhold and Leasehold Reform Act 2002
- Housing Act 2004.

You can see copies of these Acts at any public library; but they are amended from time to time by other legislation. For example, fairly recently, by the Housing Act 2004, so make sure you have an updated copy of the Act if you look through one.

Repairs and maintenance

You have the right to ask your landlord/managing agent to keep the 'common parts' of your scheme in a fit state of repair. You also have a statutory right to be consulted about major repairs for which you will have to pay a share.

Making alterations

If you wish to make an alteration or addition to your home, you must first of all get our written consent for the alteration or addition. We will not unreasonably refuse permission. However, we may well refuse permission if the alteration would involve removing structural walls or causing damage to the outside or shared parts of the building – and for major alterations you may need planning permission and building regulation approval.

Management

You have the right to expect your landlord/managing agent to deal with problems on your scheme or in your property, such as neighbour nuisance, dirt and rubbish, and so on.

‘Quiet enjoyment’

Under the law you have the right to the ‘quiet enjoyment’ of your home. This means you have the right to live peacefully in your apartment without interference from your neighbours or the landlord, as long as you keep to the conditions of your lease.

Selling your apartment

In most cases you will have the right to sell your lease. Note however that some leases will contain restrictions on sale – for example in some schemes there are age restrictions. Also, if you have a share in the property you may only be able to transfer that share. If you have bought your lease with the benefit of a discount, you may have to repay all or part of that discount when you sell. You can also leave it to someone in your will or give it as a gift. (You should get a solicitor to help you to make sure everything is done legally and you must tell us when you sell it).

Lodgers and sub-tenants

Although leases vary you may have the right to take in lodgers or rent your apartment to anyone you want to. If you do, then you do not have to ask our permission, but we would find it helpful if you would let us know, so that any correspondence is directed to the correct person. It is important that when you take in

lodgers you do not become overcrowded. You must tell your mortgage lender if you sub-let your apartment. However, you are not allowed to sublet part only of your home (as opposed to the whole home).

If you have purchased under the shared ownership arrangements then you cannot sub let. Your rights are explained more fully in other sections of this booklet and your lease.

Your responsibilities as a leaseholder

As a leaseholder in an apartment or house, you effectively become a ‘shareholder’ in the scheme you live in. This means you have a responsibility to pay your share of the costs of managing and maintaining your scheme. Your landlord/managing agent (the Group) has a legal duty to charge you your share of the costs and you have a legal duty to pay them.

Your repairing and decorating responsibilities

As a leaseholder you would normally be responsible for keeping the inside of your property maintained and decorated. Your responsibility may be greater than that, for example if you have a garden you will be expected to keep that in proper order.

Living with your neighbours

Living in a apartment can occasionally be difficult. You may have people above or below you, and you may have to share landings and other areas. You have a right to the ‘quiet enjoyment’ of your apartment, and your neighbours have the same right. We will try to deal with people who cause a nuisance to you, but equally you must not cause a nuisance to them. Residents or tenants who cause serious harassment to their neighbours can lose their home (even leaseholders)!

Service Charges

If you live on an estate where there are other houses or apartments (a scheme) you must pay your share of the costs of managing and maintaining your scheme. This is a legal duty set out in your lease. If you do not pay your

share, you are breaking your lease agreement and we could apply to a Leasehold Valuation Tribunal and then to the courts to have your lease 'forfeited'. In these circumstances, you could lose your home.

We will always be fair about Service Charges. We will explain how they are calculated, and you can challenge any charges you do not agree with. If you have financial problems, we may be able to give you advice to make other arrangements to help you pay your Service Charges.

Damage to the structure of the building or shared services

You must not do anything that is likely to damage the structure of the building or likely to cause damage to shared services (such as plumbing to the roof tank, electricity or gas supplies, or sewerage). If you want to carry out any work that may affect the rest of the building you must first get our permission in writing. You may also need planning permission and building regulations approval.

Your responsibilities are explained more fully in other sections of this booklet.

Our rights as landlord

Management and maintenance

We have the right to make decisions about:

- The management of your scheme
- Repairs to and maintenance of the structure and shared areas of the scheme
- Improvements to the scheme
- We will consult you about changes in management and about major repairs and improvements.

Charges

We have the right (and a legal duty) to make charges for:

- Ground rent
- Management costs
- Repairs to and maintenance of shared areas
- Improvements to the scheme (provided these are permitted by the lease)

Rights of Entry

We have a right, in some circumstances, to enter your property. For example we will usually be able to ask to enter your property to check you are fulfilling the terms of your lease or in some cases to carry out repairs (either repairs to your property or a neighbouring property that we cannot undertake without access to your property). Normally we will give you notice before entering your property, but in an emergency (for example, if a leak in your plumbing was flooding the apartments below) we may be able to enter without telling you first. It would be helpful if you could keep us informed of your emergency contact details, so that there would be no delays in contacting you in an emergency.

Our responsibilities as landlord

Repairs to common areas

If you are a leaseholder of an apartment the landlord will normally be responsible for maintaining the structure and exterior of the building that the property is in – usually subject to you paying your share (with other residents of the building) of the costs to the landlord.

Consultation

We have a statutory responsibility to consult you about any repairs and improvements to your scheme, which are likely to cost more than £250 including VAT to each leaseholder. Similarly, you must be consulted if we are considering entering into a long term contract or agreement which will exceed £100 including VAT per leaseholder.

Charges

We have a legal duty to collect from leaseholders their share of the costs of managing and maintaining their scheme.

The following sections of this booklet tell you in more detail about the services you are entitled to and your rights and responsibilities as a leaseholder.

Buying, Selling (and losing) a Leasehold Apartment

Buying a leasehold apartment (if you are thinking of becoming a leaseholder)

There are various ways you can buy a lease:

- Under the 'Right to Buy' if you have an existing secure tenancy and you are already living in the apartment (there are certain conditions you have to meet).
- By buying the lease from the present leaseholder.
- On certain schemes by outright purchase from the existing leaseholder. A list of such schemes are held by the local housing team.
- On other schemes there may be a requirement to 'assign or surrender and re grant' the lease.

In all cases you should get a solicitor to act for you, or at least someone who is qualified to protect your interests in buying the lease. It is important that you know what charges are owing on the property so that you can make sure they are dealt with before the sale. You may have to pay some charges owed by the previous leaseholder (unless you are the first leaseholder) if they are not cleared before the sale.

If you buy the lease from the previous leaseholder you or your solicitor must tell us straight away. As landlord/managing agent we have the right to know who is responsible for the apartment.

You will usually have the right to mortgage your home but in some cases, such as Shared Ownership or Homebuy, we will need to approve the mortgage lender and in some cases we will need to approve the amount of the loan and/or terms of the mortgage as well.

Selling your lease or leaving it in your will

You have the right to sell your lease as long as you tell us within one month of the sale and the transfer is properly carried out. If there are restrictions within the lease concerning who can be a prospective purchaser, or the price at which the lease can be transferred then we will need to be advised first in order to approve the sale and evidence of compliance will be requested at this time before approval can be given. You can also give your lease to someone or leave it to someone in your will. Your solicitor should check details of all ground rent, Service Charges and insurance policies, so that these can be taken into account when the transfer is completed. We charge a small fee of around £35 plus VAT to register a transfer and to record the interest of the bank or building society that has granted a mortgage against a lease.

If you sell your lease, or leave it to someone, you must make sure that it is all done legally to protect your interests and the interests of the person you are selling or leaving it to. Unless there is a proper legal document to show that someone else is now the leaseholder, you will still be liable in law for any charges for the property. If you die, and you have not left the lease to anyone in your will, your executors will have to decide what to do with the lease. Any Service Charges still unpaid will be charged against your estate. If you have anyone you would want to leave your apartment to, such as your partner or children, you should seriously consider making a will (even if you are still quite young)!

If the lease has been acquired with the aid of a discount, you may need to repay all or part of the discount when you sell.

Losing your home by forfeiture or repossession

There are some circumstances when The Group or your mortgage lender could apply to the courts for possession of your home:

Forfeiture

Forfeiture is where the Group applies to the Court to end your lease because you have broken the lease conditions. This could happen if you do not pay your Service Charges or you cause nuisance and harassment to your neighbours or break any of the conditions of your lease.

If the court decides that you have seriously broken the terms of your lease it may end the lease and give us possession of your apartment. You would lose your home and would not usually get any payment or compensation.

Forfeiture is a drastic action. As a responsible landlord, we only use it when it is absolutely necessary, to protect the interests of the Group, its tenants and other leaseholders. With overdue Service Charges, we will always try to help people who have genuine financial problems. Before applying for forfeiture for unpaid Service Charges we would have to satisfy a Leasehold Valuation Tribunal that the charges were reasonable. Forfeiture may not be available to us in cases where you only owed a small amount for a short time.

Repossession by a mortgage lender

If you have taken out a mortgage to buy your lease, your mortgage lender has a 'legal charge' on your home. This means they can apply to the courts for repossession if you do not pay your mortgage or break other terms of your mortgage. If the court grants them possession, they have the right to evict you, sell your lease and take what you owe them out of the proceeds. They must give you anything that is left over, unless someone else also has a legal charge on the property for money that is owed to them.

If you have problems paying your mortgage or Service Charges ask someone for help. Do not leave it until you are about to be evicted. We will always try to make an arrangement over unpaid Service Charges, and mortgage lenders will always discuss terms for making mortgage payments.

If you believe that you are at risk of losing your home then please speak to your Housing Officer or you can also visit your local Citizens Advice Bureau. *Do not leave it until it is too late!*

The Right to Manage

The Commonhold and Leasehold Reform Act 2002 provides residents with the 'Right to Manage'. The Right to Manage applies to eligible leaseholders in qualifying properties where not less than half of the leaseholders participate in the application for this Right, and not less than two thirds of the apartments are let on qualifying leases. The right to manage does not apply to houses and bungalows.

Leaseholders will be required to form a Right to Manage Company limited by guarantee and will have to comply with all aspects of company law.

The procedures for the right to manage are complex and detailed and certain premises are excluded from that right. These rights should not be considered lightly and without proper legal advice.

Collective Enfranchisement

The right to collective enfranchisement was introduced in the Leasehold Reform, Housing and Urban Development Act 1993. The Commonhold and Leasehold Reform Act 2002 relaxed the qualifying conditions and extended the range of property to which it can be applied.

This right is not available to shared owners until they have acquired a 100% equity interest, or to leaseholders of Charitable Housing Trusts.

As with the Right to Manage the law is complex and must not be considered without legal advice.

Sub-letting your home, lodgers and sub-tenants

A lodger is someone who shares your home, like a member of your family does.

A sub-tenant is someone who occupies your home (or part of it) to the exclusion of everyone else (including you). Please note you are allowed to sublet only part of your home.

You may have the right to take in lodgers or rent your home to anyone you want to. Your lease will determine the extent of this right. You may not have to ask our permission, but you must let us know. You should contact our Housing Services Team, as sub-letting may affect your buildings insurance.

If you do sub-let, please give us your new address and other details like a telephone number so that we can contact you.

Residents who have purchased under Shared Ownership or Homebuy do NOT have the right to sub let.

Lodgers and sub-tenants do not have the same rights as you. So if your home was repossessed by your mortgage lender or landlord, they could be evicted. If you let someone else rent all or part of your home, you become their landlord and you could be creating a tenancy that could be difficult for you to end. You could have considerable difficulty making them leave if you wanted your home back. You could also have problems selling your lease if you have a 'sitting tenant'.

Before you agree to rent your home to someone else, you should look into it thoroughly. Ask our Housing Services Team or the Citizens Advice Bureau what you should do to make sure you are legally protected.

It is also important that when taking in lodgers you do not become overcrowded and exceed the permitted number of occupants.

Repairs and Maintenance in Apartments and Common Areas

Who is responsible for repairs?

We are responsible for keeping the 'common parts' of your scheme in good repair. This means we will look after the structure of the building and the landings and hallways (including lighting, controlled door-entry systems and so on).

Repairs we are responsible for include:

Structure

- Roofs, drains, gutters and pipes on the outside of your home
- Outside entrance doors (but not the front doors of individual apartments)
- Window frames and sills (not including glass)
- External painted surfaces
- Paths and steps (back and front)
- Boundary fences (except some where you or a neighbouring owner are responsible)
- Chimneys and chimney stacks
- Stairs and landings
- Shared garden areas and roadways
- Garages and outbuildings, including drying areas and parking spaces (so far as these are not included in the lease of your particular property).

Installations, fixtures and fittings:

- Shared water pipes, water tanks, gas pipes and electrical wiring
- Light fittings in shared areas
- Controlled door-entry systems
- Decorations in shared or common areas.
- Communal TV aerials

You are responsible for:

All repairs to the inside of your apartment, including in some instances your front door, glass in your windows and all fixtures and fittings.

Any damage to the common parts and services caused by you, members of your household, or your visitors.

The above information is written as 'general guidance only'. Your property lease determines the full and exact details. In the case of shared owners there is no entitlement to access to the repairs service for work to individual properties.

How to report a repair which is our responsibility

There are many ways you can report a repair which is our responsibility:

- You can phone the local Maintenance Team
- You can write to the local Association
- You can fax the local Association
- You can e-mail the local Association
- You can report a repair via the Internet
- You can call into your local office

For **EMERGENCY REPAIRS** only – outside office hours you should call **0845 6000 3441**

What happens when you report a repair that is required to a common area?

We will ask you for:

- Your name and address
- As much detail as you can give about the problem and the repair that is needed.

When will the job be done?

We give all repairs a priority rating depending on how urgent they are. We will tell you which priority your repair is and how soon it should be done:

Routine

Most jobs are classed as routine. We do these repairs within 28 days.

Examples of routine jobs are:

- Repairs to paths
- Carpentry repairs – e.g. repairing an outside door frame
- Brickwork repairs – e.g. repairing an outside wall
- Attending to a leaking gutter or down pipe.

Urgent

We will do these repairs within 5 working days of receiving a report. This covers jobs which may cause a danger to you or other residents if left for a long time.

Examples include:

- No lighting on a landing
- Leaking or broken drains
- Missing drain covers
- Broken windows in communal areas.

Emergency – These repairs are rare. This covers repairs which put you or other residents in immediate danger. We will do these repairs within 24 hours of receiving a report (usually straight away).

Examples include:

- Flood
- No electricity to the scheme (except for power cuts)
- Faulty door-entry system – residents unable to enter the building.

Making sure you get a good service

Don't forget that the cost of repairs to communal areas may be shared between you, and other leaseholders in your scheme. It is important that we all get value for money from the repairs service. If the job is not done properly, or is not done within the time given above, please let us know by contacting the Maintenance Team.

Repairs to your own apartment

You are responsible for repairs to the inside of your apartment, including in some instances your front door and the glass in your windows. You should make your own arrangements to get someone to do the repairs for you. Once again your lease will set out the detail.

If you, or someone you have employed, are carrying out repairs inside your apartment you must make sure that no damage is done to shared services or the structure of the scheme. You will be liable for any damage caused to the landlord's property and you will have to pay to have it put right. If you are in any doubt about work you intend to carry out, contact the local Maintenance Team and explain the situation. They will decide if there is a need to inspect the work. You must not continue with the work if they tell you not to.

You must not do repairs on landings, stairways and other shared areas. You would not be covered by our insurance if you had an accident or caused damage. If you, your visitors or members of your household cause damage to shared areas you will have to pay for the repairs.

You will normally be responsible for decorating the inside of your apartment and your lease may say how often you must do this.

Doing your own alterations

As a leaseholder you have the right to improve your home, but for some improvements you will need written permission from us. This is because, as landlord, we have an investment in the scheme and a responsibility to the other

residents. We will not refuse permission unless we have a good reason. You may also need to get planning permission and building regulations consent before starting work.

We do not need to know about minor work such as decorating, but we do need to know about any alterations that affect walls, windows, door frames, plumbing and electrical services.

What sort of alterations do I need permission for?

- Any addition or change to the structure or services in your home, including fixtures and fittings such as heating, kitchen units and window frames
- Aerials or satellite dishes
- Outside decoration, in some cases you are prohibited from decorating the outside of the building and in other cases the type of paint may need approving so that it's compatible with future paints that we may use.

How do I get permission?

Write to your local member Association or to West Mercia Housing Group who will forward the request onto the appropriate person. You will need to say exactly what you want to do and include a drawing or plan. A maintenance surveyor may need to visit your home to see what you intend to do, before we can make a decision. We will acknowledge your request within 5 working days of receipt but it may take longer if we need more information. If we refuse permission we will tell you why. You then have the right to appeal.

To appeal you will need to write to the Director of the local Housing Association. If we refuse permission it will be for a good reason. If you go ahead with work after we have refused permission you will be breaking your lease. The permission we give you to go ahead is not the same as planning permission. You are responsible for getting any necessary planning permission or building regulations approval. We will normally make it a condition that you do this when we give you permission for the

work. If you do something without permission we have the right to put things back as they were and charge you for it.

Grants you can get for improvements

Sometimes you can get financial help from your local authority towards the cost of home improvement work. Usually this is for people who are on a low income. Advice on grants can be obtained from local authority offices.

Management of your Scheme

Living in an apartment

If you live in an apartment it is important to bear in mind that what you do affects your neighbours.

So please remember:

- Not to make too much noise, especially at night or early in the morning
- To help keep the shared areas clean and tidy
- To take special care to keep pets under control
- To be a good neighbour.

Remember that under your lease agreement you have a duty not to cause a nuisance or annoyance to your neighbours. You are also responsible for making sure that your family and visitors to your home do not annoy your neighbours.

Shared areas and services

We are responsible for maintaining the shared areas in your scheme, but everyone living in the scheme has a duty to keep them clean and use them properly. Remember that you pay a share of the cost of maintaining shared areas so if you see someone causing damage to or misusing stairways, landings, parking areas, drying areas, rubbish chutes, security doors and other shared facilities tell your Housing Officer at once. If you can get evidence of who caused the damage we can charge them for it so that none of the cost will fall on you in your Service Charges.

If you have shared grounds and drying areas around your scheme, we will maintain these during the year. This includes grassed areas, borders, paths, trees and drying areas. If a repair needs doing to one of the shared areas in your scheme, tell your Housing Officer. Do not assume that someone else will do it. If the

lights are out on the stairs, please report this immediately.

You and your neighbours

As a leaseholder with West Mercia Housing Group, you have the right to enjoy your home in peace and quiet, and your neighbours have the same right. If you cause a nuisance or annoy your neighbours you are breaking the terms of your lease agreement. You may also be breaking the law. If you have a problem with your neighbours the first thing you should do is talk to them. They may not realise that they are causing you a problem – so be friendly and do not lose your temper.

Noise – how we can help

If you cannot sort out your problem by talking to your neighbour, then you should talk to your Housing Officer, or if you have one your resident Scheme Manager. They will be able to tell you about your rights and explain what we can and cannot do to help. In most cases your Housing Officer will talk to your neighbour about the problem. They can also send a written warning if the Housing Officer feels it is needed and will help the situation. If the situation is serious you will need to keep a diary recording the nuisance. Your Housing Officer can give you a form to keep a diary record. In nuisance cases we usually need these records as evidence if we are to go to court. We will always try to take action where there is good evidence of a serious nuisance, and a tenant or leaseholder is the victim (or the cause) of the nuisance. However, there is little we can do if you don't collect this evidence.

Legal action is used as a last resort as it could mean that the person causing the nuisance is evicted from their home. You may need to go to court to give evidence if the case went that far. You could also take legal action yourself by

asking the County Court to grant an injunction to stop the nuisance, if you can prove your health, comfort and convenience have been upset. To do this you would need to see a solicitor. As a first step you could talk to either your Housing Officer or the Citizens Advice Bureau. Alternatively, you can approach either the Environmental Services Department or the Police.

Legal action in nuisance cases can be long and difficult, so always try to speak to your neighbour first to reach a friendly agreement. But remember, you don't have to put up with inconsiderate behaviour so tell your Housing Officer if it doesn't stop.

Harassment

If you or anyone living in your home is suffering harassment from a neighbour tell your Housing Officer. We will try to help you. You may need to collect evidence in the same way as we described above. You must also make sure that neither you, your family nor any visitor to your home causes harassment to your neighbours.

If early indications are that the activity is of a criminal nature then we would encourage you to make a full disclosure to the Police.

This includes:

- Violence or threats of violence
- Abusive or insulting words or behaviour
- Damage or threats of damage to property
- Any actions which interfere with a neighbour's peace, comfort or convenience.

Racial harassment

Racial harassment is a serious offence. If you, your family or any visitor to your home, threaten, abuse or insult your neighbours in a racist way you risk prosecution. In serious cases you could lose your home. We will help any tenant or leaseholder who is the victim of racial harassment. If you are the victim of racial harassment, tell your Housing Officer. You should also think about telling the police.

Vandalism and graffiti

We need your help to stop vandalism and damage. You should report any incident to your Housing Officer (we will treat all reports confidentially) and to the Police. Vandalism is a crime. It costs money to repair damage and remove graffiti. These costs are recovered through Service Charges. It also makes your estate or your road a less pleasant place to live for everyone.

Pets

If your lease allows you to keep a pet, you must make sure that it is kept under control and does not annoy neighbours. Remember, this is a condition of your lease. If your pet does cause a nuisance, we will ask you to control its behaviour or if this does not solve the problem, to find a new home for your pet. If you are thinking of getting a pet you should think carefully whether it is suitable for living in an apartment. If you are having problems with dogs (your own or someone else's), you can ask the local council's dog warden to help.

Gardens

If your home has a garden, you are responsible for keeping it tidy. You should not allow rubbish to build up as it may cause a health hazard and encourage vermin and other pests. If there are shared gardens around your scheme we will maintain them (except those covered by the 'residents planting scheme'), but you can help by not dropping litter and not parking on the grass. Remember that you pay Service Charges towards maintaining shared gardens so please help us keep maintenance costs down.

Satellite dishes

If you want to fit a satellite dish on the outside of your home you must seek our permission, in writing. We will not normally refuse as long as it is installed properly and it complies with local authority planning regulations. However, there may be particular restrictions in place in apartment blocks. In some circumstances you may also need planning permission.

See the section on 'Making your own alterations' which explains how you go about getting permission from us.

Car parking

Most schemes of apartments have shared parking areas. Some apartments and maisonettes have their own driveway to park on. Parking in shared areas is 'first come – first served'. Please consider others when you park:

- Do not cause an obstruction; you could prevent emergency vehicles from getting through.
- Do not park on the footpath it is against the law.
- Do not park in your garden unless you have a hard standing and a dropped-kerb.
- Do not park lorries and trucks on residential streets and especially in shared parking areas.

You can do minor repairs to your own vehicle in a shared parking area, at the roadside or in your garage, as long as you do not disturb your neighbours. You should not do major repairs to your own vehicle or do repairs for other people, whether for money or not.

Sensible use of shared parking areas helps you and your neighbours – tell your Housing Officer if someone is causing a nuisance in your parking area.

Garages

Near some schemes we have garages to let. In some areas there is a waiting list for garages. If you want to rent a garage ask your Housing Officer for details.

Refuse and other debris

Your local council has a duty to take away all normal household rubbish as part of the weekly refuse collection service, and in some areas you will be encouraged to be environmentally aware and store papers, cans and glass separately.

If you have other types of rubbish such as old furniture, you can either take it to the local authority waste disposal site or you can ask for

it to be collected by the council's Environmental Services Team. They will not usually charge for collecting fridges, but there may be a charge for other items.

Vermin and other pests

If you have rats, mice, fleas, cockroaches or any other type of household pest in your home contact the Pest Control Team at your local authority offices. If you get Income Support, Family Credit or Council Tax Benefit, there is normally no charge for any of the council's pest control services. Even if you do not get any of these benefits there is still no charge for dealing with rats, and cockroaches, but there may be a charge for dealing with mice, wasps, fleas and other pests.

For more information, contact the local Pest Control Team at your local authority.

If your property does become infested with vermin or other pests and you fail to take action the local authority may take enforcement proceedings in order to protect your neighbours, and you may have to meet the costs of these proceedings.

Condensation

Condensation can be a problem if you do not have proper ventilation. This can be unpleasant to live with and can damage plaster, decorations and window frames in your home. Condensation often causes black mould that can spoil walls and ceilings, and also clothes, curtains and carpets.

Condensation happens when moist air meets a cold surface, such as a window or a cold wall. Double-glazing and cavity wall insulation help to reduce the problem by keeping inside surfaces warmer, but you may still get condensation if the air in your home is too moist. The moisture in your apartment comes from everyday things such as cooking, washing, hot baths and drying clothes indoors.

To limit condensation

- Try to make sure that there is enough constant heat in your home so there are no cold surfaces for moisture to settle on.

- Try to make sure that there is some ventilation in each room by opening windows or by turning on extractor fans if you have them. When cooking, put lids on saucepans, close the kitchen door and open a window or turn on the extractor fan.
- Try to dry clothes outside if possible. If it has to be done indoors, keep a window open and make sure your tumble drier is vented to the outside.
- When running a bath, run the cold water before the hot to reduce the amount of steam, and keep the bathroom door closed. Afterwards, keep the window open and leave extractor fans running until the walls and windows are dry. Don't let the moisture escape into other rooms.
- Paraffin and liquid gas heaters give off water vapour as they burn and make condensation worse. Paraffin heaters can also be dangerous. They may also be forbidden by your property lease.

Insurance - Who insures my home?

If you live in an apartment your Service Charge includes a small amount for insuring the building, including the outer walls, the roof, shared areas and underground services. This means that the Group's insurance covers damage to the structure of the building caused by fire, flood and so on. If a claim is made the policy excess is normally recovered through the Service Charge plus a small administration fee.

Buildings insurance does **not** cover the **contents** of your apartment (such as your furniture and personal belongings). 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, to your home. Could you afford to replace your furniture, clothing and belongings?

What if you live in an upstairs apartment or maisonette and your bath overflowed and flooded 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 by instalments. To assist you the Group has arranged for an attractively priced insurance scheme which will cover a number of perils, including theft, fire and storm damage.

Contact Crystal Insurance Scheme on 0845 6017007 (calls at local rate) and advise them that you are a leaseholder with West Mercia Housing Group, or for an application form write to:-

Crystal Contents Insurance Scheme, **Freepost**, Maidenhead, SL6 7XL

It is better to be safe than sorry. Make sure you are properly insured and keep to the conditions of the policy.

Service Charges

Why do I have to pay service charges?

When you bought your lease, in effect you became a 'shareholder' in the building your apartment is in or the estate where your home is situated. This means that you have a responsibility to pay your share of the costs of maintaining and managing the building/scheme. If you owned a freehold house you would have to pay all the costs of running your house. As a leaseholder you share those costs with your landlord and other leaseholders. If you have not owned a home before the cost of running it can come as a shock.

As your landlord/managing agent we have a legal duty to maintain the building/area and charge you your share of the cost. We also have to pay our share. The costs are shared equally among all the homes in the scheme (unless a cost belongs only to one home or to part of a scheme). For example, if there are 10 apartments in your scheme and 7 of them are rented to tenants and the other 3 are leaseholders, each leaseholder will pay a tenth of the cost and we will pay seven-tenths for our tenants.

As a good social landlord we expect to maintain our properties to a good standard. This means that we have to spend money on keeping them in a good state of repair, because we have a duty to our tenants to provide them with good homes. If we did not spend this money the apartments would deteriorate and your home would be worth less if you wanted to sell the lease. It would also become less pleasant to live in.

We try to bear in mind that a proportion of everything we spend has to be charged back to you and other leaseholders. Some leaseholders would rather we did not spend any money at all. But if we did this we would not be doing our

duty to our tenants and your investment in your home would suffer. Because we maintain more than 5500 homes we get 'economy of scale' on our repairs contracts and we have a team of surveyors to look after your home.

How your charges are made up

Your Service Charges may (but not exclusively) be made up mainly of the following costs:

- Repairs and maintenance to your scheme (for example, outside painting, repairs to roof or stairway lighting, window replacements and so on)
- Improvement work on the scheme or on your apartment (for example, new controlled door entry system, refurbishing stairs and landings)
- Grounds maintenance for shared garden areas within your scheme
- Cleaning the communal areas and window cleaning
- Management charge (our costs in managing leasehold apartments)
- Scheme Manager (where applicable)
- Buildings insurance.

These costs will be listed on your Service Charge schedule. Normally you will get one Service Charge adjustment every year but sometimes (such as where repair or improvement work has been carried out only on your home, or you are being charged for damage you have done) you may get a separate charge. On some schemes repairs to individual properties are recovered through the annual Service Charge.

Your lease may require your landlord/managing agent to hold annual accounts and budget meetings. If so, the details highlighted above will be explained by the local housing team during this process.

Costs are shared as follows:

Costs that apply to the whole scheme (such as repairs, improvements and grounds maintenance) are shared equally between all Group and leasehold apartments in the scheme. In some cases, costs are shared between the people who live in part of a scheme (such as repairs to a stairway serving just a few apartments in a large scheme).

Costs that apply to one property only (such as a special improvement or a charge for damage) are charged just to that property.

Management costs are shared according to a formula which takes account of the amount of work we have to put into managing each scheme.

Insurance costs are based on the insurance reinstatement value of your property as at the preceding April and shared equally between all Group and leasehold apartments. We go to a lot of trouble to make sure that you are only charged for costs which belong to the scheme you live in. You do not have to pay for anyone else's home.

The first five years – if you have purchased under Right to Buy or Right to Acquire

If you buy an apartment as a tenant under the Right to Buy/Right to Acquire we have to tell you how much your Service Charges are likely to be in the first five years (this is known as the Protection Period). We can only do this by thinking about what we are likely to have to do to your scheme in this time and estimating how much it is likely to cost. Once we have estimated your repair and improvement costs for the Protection Period, we cannot charge you more than this (except for an allowance for inflation). If we find we have over-estimated, we will only charge you what it actually cost.

This five-year protection period applies to repairs and improvements from the date the first buyer buys the lease. If you sell the lease within this time the next buyer is entitled to what is left of the five-year protection period.

There is not a new five-year period each time the lease is sold on.

Your right to be consulted

Under Section 20 of the Landlord & Tenant Act 1985, as amended by the Leasehold and Commonhold Reform Act 2002 you have a right to be consulted about major repairs to your scheme.

'Major repairs' means any job or building contract which is expected to cost more than £250 including VAT per leaseholder. If we expect a job to cost more than this amount we must consult you by:

- Giving you a full description of the work needed
- Giving you at least two cost estimates from different contractors
- Telling you who to send your comments to
- Giving you at least one month to give us your comments at each of the specification and tender stages

We will usually tell you these things by writing to you. We may also put up a notice in the entrance of your scheme. We will give you the name and phone number of a staff team member you can speak to about the work that will be proposed.

The rules only apply to repair work. We do not have a legal duty to consult you about improvements, but we will always tell you in advance about any improvement work and give you time to comment before we start work. We will give you an estimate of what your share of the cost is expected to be.

In addition we have a statutory requirement to consult you about any 'long-term agreement' to provide services that are expected to cost more than £100 per leaseholder, this might include for example cleaning of common areas or garden maintenance.

Please note the above is not intended to be a summary of the consultation provisions – merely an indication to residents of what their rights are.

How you get your bill

Annually we will send you a formal notification in respect of the Service Charges for the following 12 months. The Service Charges will usually cover all or most of what we expect to charge you in that year. However, occasionally the actual costs may turn out differently, so we may also send you a separate demand at any time in the year if:

- The actual cost of maintenance and improvement work is more than we estimated
- You have had a special large job done (such as window replacement)
- You have had a special repair inside your apartment
- You are being charged for repairing damage you have caused.

If your annual Service Charge includes a contribution to a 'sinking fund' then certain high cost jobs listed above will be paid for through the sinking fund.

Paying your bill

There are a variety of options for paying your bill but as each case is determined by the lease the bill you receive will tell you exactly when you are required to settle the charges due and the timescale in which they should be discharged.

You also have a choice of ways to pay:

- Direct Debit
- Swipe card
- Telephone banking (swipe card required)
- Internet banking (swipe card required)

Direct Debit is by far the best way to pay monthly instalments. You simply fill in the Direct Debit Instruction we give you with your first bill and send it to your bank. Your bank will then pay us the monthly amount on the agreed date of each month (or the first working day

afterwards). You don't have to remember to pay your bill and you don't have to queue at a payment counter. If the amount of your Direct Debit changes we will always tell you at least 14 days beforehand. If we make a mistake with your Direct Debit we promise to put it right straight away. Your bank also guarantees to give you your money back if they make a mistake.

If you have problems paying your Service Charges

If you find you cannot pay your Service Charge bill straight away don't ignore it! It will not go away and you could end up losing your home if you don't try to pay it. First of all you should see if you are entitled to any benefits. Some leaseholders cannot get Housing Benefit but you may be entitled to Council Tax Benefit and perhaps Income Support. See the section on 'Claiming Benefits'. There are also ways we can help you spread the cost of a large bill. You can ask to pay by instalments, this will allow you to spread the cost over an extended agreed period.

What if I think the charges are unfair

You should initially take the matter up with the local housing team and go through the Associations complaints procedure. If at the end of this process you still believe you are being charged unfairly, you will be able to apply to an independent Residential Property Tribunal. Residential Property Tribunals have been set up under the Housing Act 1996. Either you or the landlord (us) can apply to the tribunal to settle a dispute over charges. The tribunal will decide:

- If the cost of the services we are charging you for is reasonable
- If the work being charged for is of a reasonable standard
- If the amount we are asking for in advance is reasonable.

You cannot appeal to a tribunal if:

- a court or tribunal has already made a judgement about your charges
- you have already agreed that the charges are correct.

The tribunal may decide that you must pay all of the charges, or they may decide that we must reduce our charges to you. Once the tribunal have made a decision we are both bound to accept it.

The Tribunal is entitled to charge a substantial fee in order to deal with your case.

The precise amount may vary according to how much is in dispute. If you or your partner are in receipt of one of the specified number of benefits you may be able to claim an exemption from these fees. If you want your Service Charges to be considered by a Residential Property Tribunal, tell us and we will tell you how to go about it. Alternatively, the Residential Property Tribunal Service has a national help line (0845 600 3178) and a web site: www.rpts.gov.uk

Remember, if you think your charges are wrong, tell us first – we will try to sort it out

What happens if I don't pay my charges?

Your lease is a legal contract between you and the Group. Under the lease you have to pay all reasonable charges that the Council pays to manage and maintain your scheme. If you refuse to pay your charges you are breaking the contract and we can go to court to ask to have your lease 'forfeited'. If the court decides that you have seriously broken the terms of your lease it may end the lease and give us possession of your apartment. You would lose your home and would not usually get any payment or compensation; note however that there are some restrictions on our ability to 'forfeit' the lease – these are mentioned in the heading 'forfeiture' earlier in the guide.

If you have a loan from a bank or building society we would tell them before we started legal action. As they have a legal interest in the property they could decide to pay the bill themselves and then take their own legal action against you.

Claiming Benefits

If you are on a low income, you may be entitled to a number of benefits which can help you. As a leaseholder, you may be able to get help from:

- Income Support
- Council Tax Benefit
- Council Tax discounts (whether or not you are on a low income)
- Supporting People.

There are many benefits you can get, depending on your circumstances. Please speak to your Housing Officer.

Claiming Income Support

If you are on a low income you may be entitled to Income Support. This can help you with your household bills. It can also help pay some of your housing costs. Income Support can help towards most of your Service Charges, including:

- Management fees
- Insurance
- Minor repairs
- Cleaning shared areas
- Interest on Service Charge loans.

Income Support does **not** pay for:

- Major repairs*
- Improvement work*
- Heating provided by the landlord.

*You can get Income Support to pay the interest on some loans for major work and improvements, but the rules are complicated – ask for more details if you think you may qualify. If you think you may be entitled to Income Support contact the Benefits Agency.

Council Tax Benefit

If you are on a low income and have less than £16,000 in savings you may be able to get help towards paying your Council Tax. Council Tax Benefit is paid whether or not you are in work

and may be paid on top of other Social Security benefits. If you qualify for Council Tax Benefit it will be taken off your Council Tax bill as a rebate. This will not directly affect your Service Charge bills but it can save you money.

How do I claim Council Tax Benefit?

If you claim Income Support, the Benefits Agency should give you a form when you apply to them for benefit. You will still need to fill in the council's benefit application form. Council Tax Benefit only lasts for one year and then you have to reapply, even if you are on Income Support. Do not ignore the re-application form which will be sent to you or your benefit will stop. As well as Council Tax Benefit there are certain 'reductions' and 'discounts' that may mean you pay less Council Tax. Any reductions or changes to the amount of Council Tax you pay should be shown on your bill. These may be:

Single person discount

If there is only one adult living in your property your Council Tax bill will be reduced by 25%. There are some people who will not be counted when looking at the number of adults living in a home, so if you live with an adult who is 'discounted' for Council Tax purposes you should still get Single Person Discount.

Disability reduction

You may get a reduction in the amount of Council Tax you have to pay if you, or someone who lives with you, are disabled and have either:

- A specially adapted room; or
- A second toilet or bathroom added for the disabled person; or
- Extra space in your home, or it has been adapted, because they are a wheelchair user.

Joining a Residents' Association

We want you to have a say in how the housing service is run. A good way of doing this is to join or set up a local Residents' Association. By working together we can share ideas and make better decisions about the housing service. By joining a local Residents' Association you can be involved in discussions with your neighbours about the services that affect your area.

What is a Residents' Association?

This is a group of local people who come together to put forward the views of tenants or residents in an area. A Residents' Association raises issues with its members and works with the Group's staff team to solve local problems. The sort of issues that groups get involved in include:

- Estate management
- Cleaning of streets and shared areas
- Environmental improvements
- Facilities for play and social activities
- Repairs
- Parking problems
- Vandalism and crime prevention
- Social activities
- Fundraising

Why form a Residents' Association?

An organised group has a stronger voice than an individual person. We will always consult with recognised groups on important housing issues. This means that you have the chance to influence the decisions we make. Locally, your Residents' Association can help to increase community spirit and give everyone the chance to get to know each other. You can also provide information to people living in your area about what is going on, through regular newsletters and meetings.

Getting started

Talk to some of your neighbours, listen to their views and get their support. Then contact your Housing Officer. We will help you to get your group underway. We will also work with you to develop a formal constitution so that meetings are orderly and well governed. It will be hard work, and it may take some time, but it will be worth it in the end.

What if I do not want to join a Residents' Association?

If you do not want to set up or join a Residents' Association, we will still consult you on matters that affect you as a leaseholder. This might be by sending you a letter, survey or newsletter, or by inviting you to a meeting. We will then take your views into account when we make the final decision.

West Mercia Housing Group also has a Home Owners' Advisory Panel which assists in reviewing policies and procedures. If you are interested in joining speak to your Housing Officer for details.

Complaints and Compliments

We aim to give the best service possible to you, our customers. It helps for us to know if we are doing things well or if you feel something is wrong.

How do I make a complaint or give a compliment?

There are several ways to do this. These are:

- By phone
- In person
- In writing
- By email
- Via our web site

We aim to acknowledge all complaints within 5 working days. However, some may take a little longer if it is a complicated issue that needs investigating. We take all complaints seriously and try to put right anything that has gone wrong. All compliments we get are passed on to the relevant section or member of staff concerned so that they know that you were pleased with the service. It helps them to know if they are doing things right.

If I need to complain

If you need to complain, do it straight away. The sooner we know about the problem the more chance we have of putting it right. First of all, tell the person you have been dealing with that you are unhappy and ask if they can put it right. If you are still not satisfied you can make a formal complaint.

Making a complaint

If you want to complain you should write to us giving full details of your complaint. Tell us:

- What was done that you were not happy with
- Who you have spoken to about it
- What has been done about it.

You should direct your complaint to the local housing team or if you prefer, you can get a Complaint/Compliment Form from the reception desk at your local Housing Office or via the website.

All complaints are investigated within the guidance of the West Mercia Housing Group's complaints procedure, a copy of which can be

obtained at any of the Groups' offices listed below.

The addresses of our offices are:-

West Mercia Housing Group

Barnsley Hall, Barnsley Hall Road
Bromsgrove, Worcestershire, B61 0TX
Phone: 01527 556400 Fax: 01527 556401
Email: info@wmhousing.co.uk
Web: www.wmhousing.co.uk

Harden Housing Association

28 Pickford Street, Birmingham, B5 5QH
Phone: 0121 633 2100 Fax: 0121 633 2101
Email: harden@wmhousing.co.uk
Web: www.hardenhousing.co.uk

Kemble Housing

44 Berrington Street, Hereford, HR4 0BJ
Phone: 01432 377 900 Fax: 01432 374 790
Email: kemble@wmhousing.co.uk
Web: www.kemblehousing.co.uk

Nexus Housing

The Hop Warehouse, 35 Southfield Street
Worcester, WR1 1NJ
Phone: 01905 613526 Fax: 01905 21184
Email: nexus@wmhousing.co.uk
Web: www.nexushousing.co.uk

If you are unhappy with our reply

We will always try to sort things out to your satisfaction. But if we cannot agree, or if you feel we have not dealt with your complaint properly, as a very last resort you can complain to the Housing Ombudsman. This is an independent person who will investigate your complaint and determine an outcome.

Housing Ombudsman Service

Norman House, 105 - 109 Strand, London
WC2R 0AA
Phone: 020 7836 3630 Fax: 020 7836 3900
Email: ombudsman@ihos.org.uk
Web: www.ihos.org.uk