



Council Leaseholders handbook



Brighton & Hove
City Council

Foreword

Leasehold management is a complicated area, with everything governed by the terms of the leases, by the law or by regulation.

We hope this handbook helps towards understanding the rights and responsibilities of both homeowner and the council as leasehold manager.

The handbook is not meant to describe or give a full interpretation of your lease or the law. Only the courts can do that. If you are in any doubt about your rights or duties then you should seek specific advice.



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Brighton & Hove City Council has a translation service.

If you need this service just tick the appropriate box, or state your language, and take this booklet to your local council office.

This booklet can also be made available in large print, on tape, or in braille.

Translation? Tick this box and take to any council office

ترجمة؟ ضع علامة في المربع وخذها إلى مكتب البلدية. Arabic

অনুবাদ? বক্সে টিক চিহ্ন দিয়ে কাউন্সিল অফিসে নিয়ে যান। Bengali

需要翻譯? 請在這方格內加別, 並送回任何市議會的辦事處。Cantonese

ترجمه؟ لطفاً این مربع را علامتگذاری نموده و آن را به هر یک از دفاتر شهرداری ارائه نمایند. Farsi

Traduction? Veuillez cocher la case et apporter au council. French

需要翻譯? 請在這方格內划勾, 并送回任何市议会的办事处。Mandarin

Tłumaczenie? Zaznacz to okienko i zwróć do któregoś z biura samorządu lokalnego (council office). Polish

Tradução? Coloque um visto na quadrícula e leve a uma qualquer repartição de poder local (council office). Portuguese

Tercümesi için kareyi işaretleyiniz ve bir semt belediye bürosuna veriniz Turkish

other (please state)

1

What is a **leaseholder** and a **freeholder**?

1.1

As a leaseholder you have bought the right to live in your property for a fixed number of years – initially, up to 125. The lease is a binding contract, enforceable in law, that contains both your rights as leaseholder and the council's rights as freeholder.

1.12

The freeholder owns the building in which you live, and is responsible for looking after the structure, exterior and common areas of the block.

1.13

As a leaseholder, you have to pay your flat's share of the council's costs of maintaining the block and providing services.

1.14

The service charge is your share of the council's costs in running the building.

2 The service charge

2.1 Your service charge is the money you pay towards the day-to-day running costs of your block of flats.

2.12 The lease sets out the share of the cost you have to pay, and the services it relates to.

2.13 You do not pay anything towards the cost of services and repairs that are provided solely for the benefit of the council tenants in the building. You only pay for those services that are provided for in your lease which, in the main, benefit all residents.

2.14 Depending on your building, the service charge could cover:

- caretaking
- heating, lighting and cleaning of shared areas and stairways
- centrally supplied heating and water systems
- communal TV aerial maintenance
- fire safety equipment
- laundry facilities
- door entry systems
- day-to-day repairs
- lift maintenance
- maintenance of shared gardens
- maintenance of boundary walls and fences
- management costs
- buildings insurance

2.15 Please see your itemised service charge summary for a list of the services your building receives.

2.2 How is the **service charge** worked out?

2.21 The service charge is worked out so that you pay your share of the cost of providing services to your block in the manner set out in your lease.

2.22 If your flat is in the Brighton area, your share is worked out by using the old Rateable Values. Your share is your flat's Rateable Value, divided by the total Rateable Value of all the flats in the block. If your flat is in the Hove area, you pay the percentage share shown in your lease.

2.3 When **do I pay**?

2.31 Each year the council estimates the cost of the services that will be provided in each block of flats for the next financial year (1 April to 31 March), and charges a share of this cost to leaseholders through the monthly service charge.

2.32 Every March, you will be sent an itemised summary showing the monthly amount you will have to pay for each service. This is payable on the first of each month.

2.33 In September, you will be sent a Certificate of Expenditure showing the actual costs of services provided to your block of flats in the previous financial year.

2.34 If these costs are lower than the estimates, and you have paid too much money, we will credit your service charge account with the difference. If your account is clear or in credit, you will normally be sent a refund.

2.35 If the costs are higher than the estimates, and you have not paid enough money, an invoice will be sent to you to cover the extra amount.

2.36 Your Certificate of Expenditure will also show the cost of any major works or improvements carried out on your block, which you will have to pay as well as your service charge.

2.37

Major repairs or improvements might include:

- roof repairs or replacement
- lift repairs
- window replacement
- internal or external redecoration
- maintenance of common areas within the building
- overhaul of common services

2.38

If your flat was bought from the council through the Right to Buy scheme, you will have received a Section 125 Notice informing you of the purchase price. This document lets you know about possible major works that might be carried out within the first five years of your lease, along with how much this might cost. This document protects you against unforeseen major works charges. For that five-year period, the council is not able to charge you more than the amount shown in the document, except for an allowance for inflation.

2.4

Paying the service charge

2.41

You will be sent an interim service charge invoice that can be paid in 12 monthly instalments. You can arrange to pay by Direct Debit, Standing Order, at any Post Office, bank, or PayPoint outlet. The Central Collection Team accept credit or debit card payments over the phone on **291365**. You can also pay online on the council's website at www.brighton-hove.gov.uk.

2.42

If you have any problems paying your service charge or major works bill, please get in touch with us straight away. If you contact us quickly, we will try our best to help you plan the payments. In the case of major works, you may be entitled to a loan.

2.43

If you are over pension age you may be entitled to help with your housing costs from the Pension Service. If you are of working age, you may be entitled to help with your service charge, depending on your circumstances. JobCentre Plus can help with enquiries.

- 2.44 As a leaseholder it is your responsibility to pay the service charge. This includes contributions towards the cost of any major works carried out at the building.
- 2.45 See the section at the back of the handbook for other agencies who may be able to assist you.
- 2.46 If you do not make payments, it could lead to legal action which may result in a County Court Judgement, or even put your home at risk.

2.5 **Ground Rent**

- 2.51 Your Ground Rent will normally be £10 per year and is set out in your lease. This is a rental paid to the council. The full amount is due on 1 April each year, and is billed on a separate invoice.

2.6 **Insurance**

- 2.61 When you buy your flat, buildings insurance cover is automatically provided by the council. The cost of the insurance is included in your monthly service charge.
- 2.62 Building Insurance covers against loss or damage to the building or your fixtures and fittings. You must arrange your own contents insurance to cover your belongings.
- 2.63 Please see 10.4 on Making an Insurance Claim

3

How we **organise our leasehold management**

3.1

The council's leasehold management is not solely dealt with by one team, but throughout Housing.

- Tenancy Services manage the buildings, the tenancies and the leases
- Property & Investment look after the fabric of the building and consult lessees on proposed works
- The Leasehold Team calculate service charges, ensure legal compliance and run a dispute procedure

3

The **Leasehold Team**

3.2.1

The Leasehold Team is your first point of contact. They will either be able to deal with your questions themselves, or find the right person to help you.

3.2.2

They work out your service charges, and keep records, including contact addresses, sub-lets and transfers. They deal with buying the freehold or the roof space, and offer advice and information. They are your first stop to help with a complaint or enquiry.

3.2.2

The **Leaseholders' Advice line** telephone number is **01273 293074** or email rtbleasehold@brighton-hove.gov.uk

3.3

Housing **Customer Services**

3.3.1

Day-to-day management of our properties is carried out by Housing Officers.

3.3.2

Housing Officers keep an eye on the standard of cleaning, the caretaking service, rubbish clearance, appearance, and grounds maintenance. They help with complaints about anti-social behaviour, and give permission for alterations, keeping pets, breaches of the lease, and other issues that may arise.

3.33 The Resident Involvement Team work with resident associations and other groups, including leaseholders, to encourage the council and residents to work together.

3.34 Housing Customer Services can be contacted on **01273 293030** or **Housing.customerservices@brighton-hove.gov.uk**.

3.4 Repairs & Maintenance

3.41 Routine repairs and major works are carried out for the council by Mears under a long-term maintenance contract. Any repairs which are the council's responsibility should be reported to the Repairs Helpdesk on the **freephone number 0800 052 6140**, or email **BHCC.repairs@mearsgroup.co.uk**.

3.42 **Property & Investment** manage repairs contracts and oversee quality and value for money. It is their job to consult with leaseholders if work is needed. You can contact them at **P&IEnquiries@brighton-hove.gov.uk**

3.5 Insurance

3.51 The Insurance Team procure and manage the Buildings Insurance policy. As a leaseholder you are covered by this policy, and pay for it through your service charge. Many repairs due to escape of water or malicious damage are claimed under this cover, and not passed on to leaseholders.

3.6 Payments

3.61 Billing and collection of the service charge is carried out by the **Central Collection Team**. They will make payment arrangements with you, tell you how much you owe, and let you know if you are behind with your payments. They also set up Direct Debits and loans. The telephone number is **01273 291365**.

3.7 Management charge

3.71 The lease allows the council to include administration and management costs in your service charge.

4 Repairs and maintenance

4.1 In chapter 2, on the service charge, we described what share of the cost you must pay for repairs and maintenance carried out by the council. This section gives a brief guide to what the council is responsible for repairing, and what you are responsible for repairing. Full details are set out in your lease.

4.2 The council's responsibilities

4.21 The council is responsible for the repair and maintenance of the structure, exterior and shared parts of your block of flats. These could include:

- exterior walls
- roof
- foundations
- timbers and joists
- beams
- chimney stacks
- rainwater and soil pipes
- sewers and drains
- gas, water and electricity pipes up to the flat
- district heating
- communal hot water systems
- lifts
- external decoration
- internal common way decorations

- public way windows and doors
- communal gardens, paths, walls and fences
- communal grounds and parking areas

4.3 Window repairs

4.31 Brighton flats – the council is responsible for repairing the windows, but not the glass. The council will replace faulty double-glazed units, while the leaseholder is responsible for the glass in terms of window cleaning, and single pane breakages. The leaseholder has to pay their share of the cost.

4.32 Hove flats (lease type 1) – the leaseholder is responsible for repairing the windows.

4.33 Hove flats (lease type 2) – the council is responsible for repairing the windows, while the leaseholder must pay their share of the cost.

4.34 Hove flats (lease type 3/4) – the council is responsible for repairing the windows, but the leaseholder must pay the whole cost.

4.4 External door repairs

4.41 Brighton flats – the leaseholder is responsible for repairing the external doors and frames of the flat.

4.42 Hove flats (lease type 1) – the leaseholder is responsible for repairing the doors and frames.

4.43 Hove flats (lease type 2) – the council is responsible for repairing the doors and frames, while the leaseholder must pay their share of the cost.

4.44 Hove flats (lease type 3/4) – the council is responsible for repairing the doors and frames, but the leaseholder must pay the full cost.

4.5 Payment for the repairs carried out by the council

4.51 At the start of the financial year, we do not know what repairs will be needed that year in your block. For this reason, we include an estimate in your monthly service charge to help with the cost of possible repairs. If no repairs are carried out, this money is credited or refunded on the end of year account.

4.6 Your responsibilities

4.61 Your repair responsibilities mainly concern the inside of your flat, and include:

- fittings such as kitchen units and sinks
- floorboards
- internal non-structural walls
- plaster or other surface material on interior walls and ceilings
- internal doors and door frames
- toilets, baths and showers
- radiators, cisterns, tanks, boilers and pipes within the flat
- gas, water and electricity installations in the flat
- fixtures and fittings, and internal decorations
- responsibility for any leaks or burst pipes, including damage caused to other property as a consequence

4.7 How to report repairs to the council

4.71 If a repair or maintenance problem is the council's responsibility, you should call **0800 052 6140** or **01273 294409**. You can also email BHCC.repairs@mearsgroup.co.uk or complete our online reporting form at www.brighton-hove.gov.uk/report-repairs

You can also write to the Repairs Helpdesk, Housing Centre, Eastergate Road, Brighton, BN2 4QL.

4.72

All responsive repairs are given a priority rating depending on how urgent they are. The council aims to attend and complete repairs in the following way:

- **Emergency repairs**
(completed within 24 hours)
- **Urgent repairs**
(completed within three working days)
- **Routine repairs**
(completed within 20 working days)

Repairs Helpdesk staff will usually be able to tell you the priority of the job when you speak to them.

4.8

Getting the council's permission to do repairs

4.81

You can redecorate the inside of your flat and replace fittings within your property, but you must not carry out any structural works or alterations, for example building an extension, removing walls or fitting new windows, without first getting the council's formal written consent.

You will have difficulties selling your flat if you cannot show this written consent. Alterations that are carried out without the council's consent could result in action being taken which could put your home at risk.

4.82

To get the council's permission, you will need to make an application to the Leasehold Team at rtbleasehold@brighton-hove.gov.uk giving as many details as possible about the work you want to carry out.

In most cases, the council is unlikely to refuse permission, unless the work is likely to affect the safety of the building, or cause a nuisance to neighbours.

4.83

You will also need to check if you require Planning Permission or Building Regulation approval before you begin. Initial advice may be obtained from the council's Planning Support Officers who can be contacted through our main switchboard on **290000**.

5**Consultation****5.1**

The council must consult with you before it begins any major repairs, maintenance or improvements for which you have to pay a share, and which will cost any leaseholder in the building more than £250. You must also be consulted on certain longterm agreements, or contracts lasting more than 12 months, which the council intends to enter into, and will cost you more than £100 a year.

5.2**How you will be consulted****5.22**

You will be consulted as an individual leaseholder and, if you are a member of a recognised tenants' association (for service charge payers only), there will also be consultation through your association.

5.23

There are different ways to consult for different kinds of work.

5.3**Consultation on major works needing estimates****5.3**

If the council needs to choose a contractor by asking different firms to return estimates of their costs, leaseholders must first be sent a 'notice of intention'.

5.32

The notice will describe the proposed works, or say where a description of them may be looked at. It will set down the reasons why the works are needed, and allow 30 days for written comments. If you wish, you can name a contractor who you think should be asked to provide an estimate.

5.33

The council must have regard to any comments, and must try to get an estimate from one or, in some cases, two contractors suggested by leaseholders.

5.34

A second written notice, called a Section 20 Notice, will then be sent to you setting out the estimated cost from at least two of the estimates. This letter will include a summary of comments received, and the council's responses to them. All the estimates will be available for inspection. You will be invited to send in written observations on the estimates within 30 days.

5.35

The council must have regard to these written comments.

5.36

We will then award the contract. Within 21 days we will write to you again to let you know who will be doing the work, and why they have been selected. We will also let you know about any comments we have received, and what our reply to them is. However, we do not have to write to you again if the chosen contractor has been suggested by a leaseholder, or has sent in the lowest estimate.

5.4

Consultation on long-term agreements

5.41

If the council wishes to enter into a long-term agreement with a contractor to provide works or services, and the cost to any one leaseholder is more than £100 during the year, you must be consulted.

5.42

Examples of long-term agreements, or contracts lasting for more than 12 months, might include:

- repairs & maintenance
- lift maintenance & replacement
- central boilers
- door entry systems
- fire safety equipment
- grounds maintenance
- public way electricity

5.43

All leaseholders, and any recognised service charge payers' associations, will be sent a 'notice of intention'.

- 5.44 The notice will describe the works or services to be provided, or say where a description of them may be looked at. It will set down the reasons why it is felt the agreement is needed, and will allow 30 days for written comments. If you wish, you will be able to name anyone you think we should ask to provide an estimate.
- 5.45 The council must have regard to any comments, and must try to get an estimate from one or, in some cases, two contractors suggested by leaseholders.
- 5.46 Once the council has drawn up its proposals to place the contract, a notice of the proposals will be sent to each leaseholder asking for your written comments within 30 days.
- 5.47 The council must have regard to these written comments.
- 5.48 We will then award the contract. Within 21 days we will write to you again to let you know who will be doing the work, and why they have been selected. We will also let you know about any comments we have received, and what our reply to them is. However, we do not have to write to you again if the chosen contractor has been suggested by a leaseholder, or has sent in the lowest estimate. If there is a lot of information to send out, we may let you know where you can look at this information instead.

5.5 Consultation on **works under long-term agreements**

- 5.51 If the council needs to carry out works under a long-term agreement it has entered into with a contractor, you must be consulted in a different way to that where estimates must be considered.
- 5.52 A long-term agreement is a contract lasting for more than 12 months where a contractor has signed up to carry out, for instance, all the council's repairs and maintenance work, or the servicing and maintenance of all our passenger lifts, or door entry systems.

5.53 If the cost of the work is to be more than £250 to any one leaseholder in your building, all leaseholders must first be sent a 'notice of intention'.

5.54 The notice will describe the works, or let you know where a description of them may be looked at. It will set down the reasons why the works are needed, and estimate the total cost. It will allow 30 days for written comments.

5.55 The council must have regard to any written comments received, and a reply will be sent to anyone who writes in.

5.6 Nominated **contractors**

Local authorities are subject to a number of rules when selecting contractors. When letting works contracts, contractors must be on an approved list of contractors, or qualify for placing on such a list.

5.61 European Union **procurement rules**

Some large contracts require public notice to be given in the Official Journal of the European Union. While we will ask for and consider the opinions and views of leaseholders, you will not have the right to nominate a contractor for these contracts.

5.62 Urgent **works**

The First-tier tribunal can allow works to go ahead without consultation 'if satisfied that it is reasonable to dispense with the requirements'. This may apply in cases of very urgent works on grounds of health and safety, or for which it is difficult to obtain more than one estimate.

5.7 Other forms of consultation

5.71 Other housing issues affecting your building, estate or area are discussed at regular meetings of the council's Area Panels and service improvement groups. These include representatives from resident associations and ward councillors.

5.72 All leaseholders are invited to attend the annual general meeting of the Leaseholders' Action Group. This is a group recognised by the council to put forward leaseholders' interests, with its own constitution, elected committee and representatives on consultative groups.

5.73 The Leaseholder Action Group works to support and represent the needs of the council's leaseholders.

Contact details for the chair of the group and The Resident Involvement Officer can be found on the Leaseholders' page of the council's website at www.brighton-hove.gov.uk/council-leaseholders

5.8 Payment for major works

5.81 The council recognises that some of our leaseholders may have difficulty in paying for major works.

5.82 The council does not run a reserve fund, or sinking fund, for particular major works contracts. Instead, you are not normally required to pay your share of the cost of major works until they have been completed. Major works are included in your Certificate of Expenditure for the year in which they are completed. Certificates are sent out at the end of September each year.

5.83 **Ways to pay**

If you have difficulty with payment and want to discuss an arrangement to pay or taking out a council loan, contact the Central Collection Team on **01273 291365** or email cct@brighton-hove.gov.uk.

Independent money advice is available from certain agencies such as Citizens Advice Bureau on **01273 223951** or **www.brightonhovcab.org.uk** or Money Advice Plus on **01273 664000** or **www.moneyadviceplus.org.uk**.

Outside bodies or the council itself may have helpful payment options where a service charge for high cost works has been levied.

From bodies other than the council

- if you have a mortgage - your mortgage company may add the amount to your existing mortgage
- you may be able to get a loan from a private lending institution such as a bank or building society
- if you are a leaseholder and are over pension age you may be entitled to help with your service charge
- if you are of working age, depending on your circumstances, you may be entitled to help with your service charge

From the council

- you can discuss spreading the payment with the council's collection team
- you can discuss with the council's collection team taking out a council loan to spread the cost for up to ten years
- if you are over pension age – an interest-only loan from the council may help

For resident leaseholders only

For works costing £5,000 or more, and where you are unable to take up any of the other options:

- we may be able to agree an equity loan with you (where there is no interest involved, but the council would receive an agreed share of the selling price on a future transfer)
- we may be able to agree a maturity loan (where the loan amount and interest are repaid on a future transfer of the flat)
- we may be able to agree a long-term loan at interest up to 25 years

5.84 Discretionary Reduction of Charges

The Social Landlords Discretionary Reduction of Service Charges Directions give the council the discretion to reduce service charge in respect of works of repair, maintenance or improvement in cases of extreme hardship.

If a leaseholder makes an application under this discretion, the council will consider the case on its merits, taking into account whether the dwelling is the leaseholder's only home, their financial resources, their ability to pay over a longer period of time, the impact on the value of their home and other matters.

A formal report in each case with supporting documentation goes to the Assistant Director of Housing for a decision in consultation with the Chair of the Housing Committee.

Applications for the council to exercise this discretion should be made to the Leasehold Team.

5.85 It is your responsibility to pay the service charge. If you do not make payments it could lead to legal arrears recovery action being taken which may result in a County Court Judgement, or even put your home at risk.

5.9 Council loans

5.91 Interest is charged on a council loan, and the council may change the rate by giving you one month's notice.

5.92 If you already have a mortgage for your property with a bank or building society, we strongly recommend you speak to your lender before you apply for a council loan. This is because their terms may be better than those the council can offer.

5.93 If you pay for the major work using a council loan, a charge will be registered at the Land Registry against your flat as security on

the amount you borrow. This means that if you do not pay back the loan, you risk losing your home.

5.94 There is a fee for this registration and an extra administration charge for the loan. These fees can be added to the amount of the loan.

5.95 You cannot get a council loan to pay for the monthly service charge.

6 Disputes, disagreements and complaints

6.1 Repairs

6.11 If you report a repair which is not attended to, or a repair is carried out poorly, contact the Repairs Helpdesk. The various ways you can do that are set out at the back of this handbook.

6.2 Major works

6.21 If you have a problem with any major work on your building, please contact our Property & Investment Team (details at the back of this handbook). You will normally be given the name and contact details of the project manager for any major work, either in a letter or as a notice put up in the building.

6.3 Managing the **building and neighbourhood**

6.31 If there is a problem with the quality of a service provided, for example, cleaning or grounds maintenance, please contact Housing Customer Services on **01273 293030** or housing.customerservices@brighton-hove.gov.uk.

6.32 Any problems with neighbours, your block, or your estate, may also be reported to Housing Customer Services.

6.4 The **Service Charge**

6.41 We are always keen to improve our services to reduce the need for complaints. We also welcome suggestions from you on how we can achieve this. However, we know there will be times when there are things you are not happy about that you will want to raise with us.

6.42 If you dispute or disagree with some aspect of your Service Charge, and are thinking of withholding payments while the council is resolving the matter - do not withhold the parts of the charge you do not dispute.

6.43 A breakdown of the estimated costs for each service is provided to you at the beginning of each financial year (1 April) – usually sent out in March.

6.44 Your complaint should be set out fully in writing. We can always meet you and help with this if you ask us.

6.45 Our aim is to make sure everyone is dealt with fairly and equally, and that you are treated with courtesy and professionalism at all times.

6.5 Disputes procedure

6.51 Although the council has its own complaints procedure, because the area of leaseholders' service charges is very specialised, Housing has its own procedure to try to resolve any problems.

6.52 If we investigate your complaint, and you are not satisfied with the outcome, you will be advised to apply to the First-tier tribunal to determine the matter, or take your own legal advice.

6.53 The First-tier tribunal has been given powers by the government to look at service charge disputes. It is independent and impartial. Hearings are semi-formal, and normally consist of three members – a lawyer, a valuer, and a layperson.

6.6 Stage 1

6.61 If you think your service charge is wrong, or do not believe the cost to be reasonable, or the service satisfactory, you should write to the Leasehold team with your complaint.

6.62 If you would like advice or help in setting out your complaint in writing – a Leasehold Officer will be able to help you with this.

6.63 You will get a written reply within 10 working days, or a letter saying why this is not possible, and when a reply will be sent.

6.7 Stage 2

6.71 If you do not agree with the answer you get, you should write to the Business & Performance Manager. They will decide whether your dispute is valid, and whether further investigation is needed.

6.72 A reply will be sent to you within 10 working days. If a reply cannot be sent in that time, we will send you a letter telling you why, and when a reply can be expected.

6.73 If your dispute is not upheld you will be expected to pay your service charge.

6.8 Stage 3

6.81 If you do not agree with the Stage 2 response, you should write to the Assistant Director (Housing). They will decide whether your dispute is valid, and whether further investigation is needed.

6.82 You will be sent the council's full reply when everything has been looked into.

6.83 If no resolution has been reached at the end of this process, the council will consider whether alternative dispute resolution, such as mediation, would be appropriate. You will be told that you have the right to seek a determination at the First-tier tribunal. For this you should think seriously about getting your own legal advice.

6.9 Applying to the **First-tier tribunal**

6.91 The First-tier tribunal can decide all aspects of the duty to pay service charges for repairs, improvements and services. This includes decisions on whether the costs are reasonable, the standard of work is reasonable and whether leaseholders have been properly consulted.

6.92 The council's own internal disputes procedure should be followed in the first instance. However, if you are not satisfied with the outcome – you can apply for a determination by the First-tier tribunal.

6.93 You may make applications to your local panel office who will be able to provide forms for you to complete and will let you have guidance notes on procedure. A variable application fee is payable for applications. If you or your partner are in receipt of certain benefits, you can apply for a waiver of the fees. If the case cannot be resolved at an earlier stage, there is also a hearing fee.

The address of the Southern regional office is:

**First-tier Tribunal (Property Chamber) Residential Property
Havant Justice Centre
The Court House
Elmleigh Road
Havant
Hampshire
PO9 2AL**

rpsouthern@hmcts.gsi.gov.uk

01243 7793946

6.94

The Leasehold Advisory Service (LEASE) publishes a large number of detailed booklets about your rights – including applying to the First-tier tribunal – which can be downloaded from their website, or ordered as pamphlets. Contact details for LEASE are at the back of this handbook.

7 Selling your flat

7.1 You do not need the council's permission to sell your flat, although the council must be notified of any change of ownership within one month.

7.12 If you sell your flat within five years of purchasing it under the Right to Buy scheme, you will usually have to pay discount back to the council. The exact terms are set out in your lease.

7.13 You will not have to pay back the discount if the sale or transfer is to your spouse, or another member of your family who has lived with you for at least 12 months.

7.14 If you sell your flat within ten years of it being purchased on the Right to Buy the council has the right of first refusal. This means, through your conveyancer, you must offer the council the opportunity of buying back the property if it so wishes.

8 Letting your flat

8.1 You do not need the council's consent to let out your flat, and become a landlord, but you must:

- notify us about any sub-let within 30 days, and keep us informed of all the details, and any changes to those details
- make sure your tenants keep to the terms of the lease, as you are responsible for their actions

8.11 Letting out your flat may affect the Buildings Insurance premium and can affect the risks covered.

8.12 If your flat is left unoccupied for more than 30 days in a row, you are no longer insured against malicious damage, or damage caused by theft or attempted theft, or by escape of water from fixed pipes or appliances.

8.13 Please telephone the **Leaseholders' Advice line on 293074** for a change of contact details notification form to fill in.

- 8.14 By law, as a landlord, and as a leaseholder, you are responsible for making sure that gas appliances are kept in good order and checked for safety at least every 12 months. You must keep a record of these checks, which must be carried out by a Gas Safe registered contractor.

8.2 Gas appliance servicing

Our partnering contractors offer gas servicing to leaseholders of the council at competitive rates. Payment is required up front Call K&T on 01273 571531 for more information. A regular service will give you peace of mind against costly breakdowns, preventable heating costs, and safety in your flat and the building.

9 Buying the freehold

- 9.1 Long leaseholders of flats have the right, as a group, to buy the freehold of the building, if they and their building qualify. This is known as 'collective enfranchisement'.

- 9.11 Leaseholders have this right even if the freeholder, or landlord, does not wish to sell. Once they have bought the freehold, leaseholders themselves take over the management of the building.

- 9.12 To qualify, certain conditions have to be met:

- the block must have two or more flats
- no more than 25% of the internal floor area must be used for non-residential purposes – for example, as an office or a shop
- at least two-thirds of the flats in the block must be leasehold
- leaseholders numbering at least half the flats in the building must want to buy the freehold
- the group of leaseholders purchasing is properly constituted in line with the law

- 9.13 If your block fails in any of the above tests you will not be able to buy the freehold.

9.14

It is essential you get legal advice if you and the other leaseholders wish to apply to buy the freehold of your building.

9.15

Because the process can be long and costly, the council will usually agree to a voluntary sale of the freehold if the following criteria are met:

- the property contains four flats or fewer
- all the flats are leasehold
- all leaseholders agree to the sale
- the price meets the council's valuation, and its reasonable costs are met
- the group of leaseholders buying is properly constituted in line with the law

9.16

If you would like further information, please contact the Leasehold Team.

10

Rights and responsibilities

10.1

This section sets out a summary of the basic rights and duties of the council, as freeholder, and yourself as owner of a leasehold flat. Your lease will give you the exact details.

10.2

The council's responsibilities

10.21

The council has a duty to:

- keep in repair the structure, exterior and common parts of the building, including drains and external pipes
- keep the building insured to the full cost of reinstatement
- manage your block or estate in a proper and reasonable manner
- advise leaseholders of interim service charge to pay
- provide a Certificate of Expenditure by the end of September showing actual costs for services to your block over the previous year, and how much you need to pay
- consult with leaseholders before carrying out expensive works to the building

10.22 The council also has the right:

- of entry - to carry out its duty to keep in repair, to carry out improvements, or to inspect (having given reasonable notice, unless in an emergency)
- to rebuild, restrict or develop any part of the block, estate or neighbouring land

10.3 The leaseholder's responsibilities

10.31 As a leaseholder you have a duty:

- to pay Ground Rent, if in your lease agreement
- to pay the service charge and major works costs provided they have been reasonably incurred
- not to make structural alterations or additions, including new windows, without the council's written permission
- to advise the council of any transfer of lease, mortgage, or sub-let
- to keep the flat in good repair
- to observe all the terms and regulations set out in your lease
- to send a copy of any notice affecting the property to the council
- not to do anything which may be a nuisance to residents or cause damage to any part of the building
- not to play loud music which annoys neighbours

10.32 You also have the right:

- to information on the service charge and the money spent on your block of flats
- to be consulted on expensive works, and long-term contracts that affect the building

10.4 Making an insurance claim

As a leaseholder there are two types of insurance cover you need to have:

1. Building insurance

This is to insure against loss or damage caused by certain perils (including fire, storm and escape of water) to your interior decorations, fixtures and fittings, and for your share of damage to common parts of the building. As the landlord, the council arranges this cover. You pay for this through your service charge.

The lease you have bought describes the premises that are leased to you. They include the interior of the flat which is your responsibility to keep in repair. The council cannot remedy damage within your premises. The policy is in place so that you are able to claim back any costs you incur on your own contractors rectifying any insured damage.

2. Contents insurance

You will need to take out your own contents insurance. This is to cover damage to any items that are not fixed such as furniture, rugs or electrical equipment.

Making a claim – a Step-by-Step guide

If you are unlucky enough to suffer damage to your flat from an insured peril, you should follow the steps below. The perils and exclusions are set out in the policy booklet. The Leasehold Team can send you a booklet if you do not have one.

Step 1

Ensure that the cause of the damage has been rectified.

- If the source is from another flat, this will mean confirmation from your neighbours that it has been fixed
- If you are unable to get confirmation from your neighbours, contact our Housing Customer Services for assistance
- If it is from a common part of the building, contact our Repairs Helpdesk on **0800 052 6140** or **(01273) 294409** or e-mail bhcc.repairs@mearsgroup.co.uk

Step 2

If interior decoration, plasterwork or fixtures and fittings are damaged, you should telephone the insurers on the number printed in the policy booklet. If you cannot find the number, please contact the Leasehold Team. Failure to notify the insurer of a claim within 90 days of any occurrence will void the claim.

Step 3

Tell the insurers, or their claims handlers, what has happened and that you are a leaseholder of Brighton & Hove City Council. The insurers aim to keep the process as simple as possible and there should not be any forms to complete initially. It will normally be your responsibility to select a contractor and arrange for repair works to be carried out.

Step 4

If contents such as furniture or electrical goods have been damaged by an insured peril, you should contact your own contents insurance provider.

Do you have the right level of cover?

There are two levels of building insurance cover, You can choose to have cover for standard perils only. Alternatively, you can have cover that extends to include accidental damage.

You can contact the Leasehold Team to make sure you have the cover you want. They can also let you know the cost of the various premiums.

If you encounter any difficulties in making an insurance claim, please contact the council's Insurance Team for help or advice on **(01273) 291276** or email them at **insurance.section@brighton-hove.gov.uk**.

11

Other information

11.1

Carelink Plus

CareLink Plus is the council's 24-hour community alarm service which can be put into your home and linked through your telephone system to the Carelink control centre.

In an emergency you use the alarm button, pendant or pull-cord to alert the Carelink staff who will get to you as soon as possible.

Carelink is available to anyone living in Brighton & Hove who needs to summon help quickly in an emergency.

CareLinkPlus@brighton-hove.gov.uk

Phone: **0300 123 3301**

- if deaf or hearing impaired, text **07908 82313411**

11.2

Nuisance and harassment

The council wants all residents to enjoy their home in peace and comfort, free from nuisance and harassment.

Council tenants and leaseholders all have obligations not to cause annoyance or upset to their neighbours.

If you are experiencing any form of harassment, you can contact Housing Customer Services.

11.3 Safety and security

Each resident is responsible for the safety and security of their own flat. You can get practical advice from Sussex Police. To contact your local team please call or email.

brightonandhove@sussex.pnn.police.uk
01273 404929

11.4 Repossession

If you fall behind in your mortgage payments you could risk losing your home and becoming homeless.

If you get into difficulty with your payments, you should seek help straightaway. The earlier you ask for help, the greater the chance of getting it sorted out, and coming to an arrangement with your lender.

Have a look at the list of useful contacts at the back of the handbook for details of agencies that may be able to help.

Useful Terms

Block

Your 'block' is the building described in your lease for which you are responsible for paying your share of the council's costs

Breach of covenant

When a duty set out in the lease is broken

Certified accounts

End-of-year accounts that have been signed by an accountant as dealing fairly with matters and supported by receipts and documents

Collective enfranchisement

Buying the freehold of the block by a group of leaseholders

Commonhold

A new form of flat ownership that does not apply to council leaseholders

Consents

Written permission you require from the council to do various things, such as make structural alterations or additions, or keep pets

Consultation

Your right to be told about expensive works and contracts, and in some cases to suggest someone to carry out the job

Demised premises

The parts of the building you have leased, sometimes including a garden.

Forfeiture

Ending of the lease and repossession by the landlord because the lease conditions have not been met.

Improvements

The provision of something new to the building – for instance, wheelchair access, or CCTV.

Inspection of accounts

Your right to see the documents and receipts used to work out your charge.

Landlord & Tenant Act 1985

The original Act of Parliament, now changed by other Acts (including the Commonhold and Leasehold Reform Act 2002) which sets out what a service charge is, that it must be 'reasonably incurred', how you should be consulted, and your right to inspect accounts.

Lease types (Brighton)

There are 2 lease types in Brighton. The first lease did not allow the council to charge for works of improvement. The leases were changed in 1986, and after that date allow for improvement contributions.

Lease types (Hove)

There are 4 lease types in Hove. The differences concern who has to repair windows and external doors of the flat, and how the service charge is worked out. Under the lease type used now, the council has a duty to repair, while the leaseholder must pay the full cost.

First-tier tribunal

Formerly the Leasehold Valuation Tribunal, an independent and impartial body given binding powers by the Government to settle Service Charge disputes instead of going to court.

Leaseholders Action Group

A group working for Brighton & Hove City Council leaseholder, with a constitution, an elected committee, and representatives on various groups within the tenant participation structure

Long-term agreement

A contract for more than 12 months to provide works or services

Management charge

The part of the Service Charge that covers the council's costs in managing the building

Qualifying works

Works that cost you £250 or more, and on which you will generally be consulted in a specified way

Recognised Tenants' Association

Under Section 29 of the Landlord & Tenant Act 1985 - a group of service charge payers in a building who have been recognised by the council for the purposes of consultation and common interest

Section 125 Notice

The notice of Right to Buy purchase price which sets out major works costs for the first five years of the lease, and the most the council can charge during this period

Sinking fund

Collection of advance payments for future major works projects – also called a reserve fund. The council does not run a sinking fund for its properties.

Sub-letting

When you let your flat to someone else – if you do this you become a landlord and are responsible for the actions of your tenants. You have to tell the council all the details within one month, otherwise this becomes a breach of covenant

Useful contact details

BRIGHTON & HOVE CITY COUNCIL

Housing

Car Parks & Garages

01273 293030

parking.domestic@brighton-hove.gov.uk

Housing Customer Service

01273 293030

housing.customerservice@brighton-hove.gov.uk

Leasehold Team

01273 293074

Housing Centre, Eastergate Road, Brighton BN2 4QL

rtleasehold@brighton-hove.gov.uk

Payments

Central Collection Team

01273 291365

cct@brighton-hove.gov.uk

Property & Investment

P&IEnquiries@brighton-hove.gov.uk

Repairs Helpdesk

bhcc.repairs@mearsgroup.co.uk

24 hours 7 days a week

0800 052 6140

01273 294409

Other council services

Building Control

01273 292050

building.control@brighton-hove.gov.uk

Council Tax

01273 291291

council.tax@brighton-hove.gov.uk

Planning applications

01273 292222

planning.applications@brighton-hove.gov.uk

Refuse, recycling, and street cleansing

01273 292929

cityclean@brighton-hove.gov.uk

EXTERNAL SERVICES

Brighton Housing Trust

01273 645400

advice@bht.org.uk

www.bht.org.uk

Citizens Advice Bureau

01273 223951

www.brightonhovocab.org.uk

LEASE (Leasehold Advisory Service)

020 7383 9800

info@lease-advice.org

www.lease-advice.org

Money Advice Plus

01273 664000

info@moneyadviceplus.org.uk

moneyadviceplus.org.uk

Sussex Police

Emergency 999

Non-emergency 101

www.sussex.police.uk



