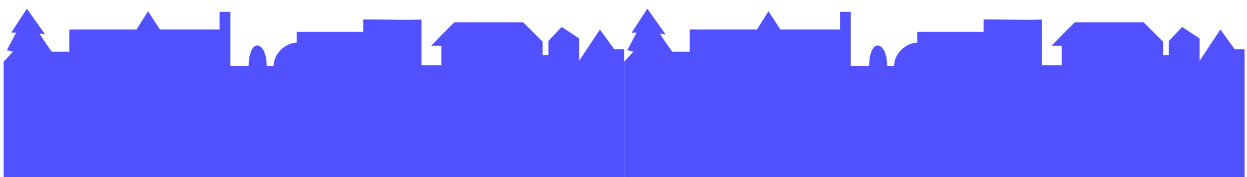




# Homeowner's Handbook

**A guide for leaseholders  
and  
shared owners**





# Contents

<b>Page 4</b>	<b>A welcome from the Managing Director</b>
<b>Page 5</b>	<b>About us – who we are and what we do</b>
<b>Page 6</b>	<b>Contact information – where to find us</b>
<b>Page 8</b>	<b>Diversity and Inclusion</b>
<b>Page 10</b>	<b>Meanings of words and phrases used in this handbook</b>
<b>Page 12</b>	<b>Our service promise to you</b>
<b>Page 16</b>	<b>The Commonhold and Leasehold Reform Act 2002 – Section 151</b>
<b>Page 22</b>	<b>Your lease and the law – a brief outline</b>
<b>Page 26</b>	<b>Rights and responsibilities</b>
<b>Page 28</b>	<b>Rent and service charges</b>
<b>Page 32</b>	<b>Insurance</b>
<b>Page 34</b>	<b>Repairs and maintenance – who looks after what</b>
<b>Page 38</b>	<b>You and your neighbours</b>
<b>Page 40</b>	<b>Selling and moving home</b>
<b>Page 42</b>	<b>Useful contacts</b>

If you would like this document in another language or format, or if you require the services of an interpreter, please contact us.

English

Nëse dëshironi që ky dokument të jetë në një gjuhë ose format tjetër, ose nëse keni nevojë për përkthyes, ju lutemi bini në kontakt me ne.

Albanian

إذا أردت هذه الوثيقة بلغة أخرى أو بطريقة أخرى، أو إذا كنت بحاجة إلى خدمات مترجم، فترجو أن تقوم بالاتصال بنا.

Arabic

যদি আপনি এই ডকুমেন্ট অন্য ভাষায় বা ফরমেটে চান অথবা যদি আপনার একজন ইন্টারপ্রেটারের প্রয়োজন হয়, তাহলে দয়া করে আমাদের সাথে যোগাযোগ করুন।

Bengali

本文件可以翻譯為另一語文版本，或製成另一格式，如有此需要，或需要傳譯員的協助，請與我們聯絡。

Cantonese

اگر این مدرک را به زبانی دیگر یا در فرمتی دیگر میخواهید و یا اگر احتیاج به سرویس مترجم دارید، لطفاً با ما تماس بگیرید

Farsi

Si vous souhaitez obtenir ce document dans une autre langue ou sous un autre format ou si vous avez besoin des services d'un interprète, veuillez nous contacter.

French

Εάν θέλετε αυτό το έγγραφο σε άλλη γλώσσα ή σε άλλη μορφή, ή εάν χρειάζεστε διερμηνέα, επικοινωνήστε μαζί μας.

Greek

જો તમને આ દસ્તાવેજ બીજી ભાષા અથવા રચનામાં જોઈતો હોય, અથવા જો તમને ઇન્ટરપ્રિટરની સેવાઓ જોઈતી હોય તો, કૃપા કરી અમારો સંપર્ક સાધો.

Gujarati

यह दस्तावेज़ यदि आपको किसी अन्य भाषा या अन्य रूप में चाहिये, या आपको आनुवाद-सेवाओं की आवश्यकता हो तो हमसे संपर्क करें

Hindi

Jeżeli chcieliby Państwo otrzytać ten dokument w innym języku lub w innym formacie albo jeżeli potrzebna jest pomoc tłumacza, to prosimy o kontakt z nami.

Polish

Se gostaria de ter este documento noutró idioma ou formato, ou se necessita de um intérprete, contacte-nos.

Portugese

ਜੇ ਸਿਹ ਦਸਤਾਵੇਜ਼ ਤੁਹਾਨੂੰ ਕਿਸੇ ਹੋਰ ਭਾਸ਼ਾ ਵਿਚ ਜਾਂ ਕਿਸੇ ਹੋਰ ਰੂਪ ਵਿਚ ਚਾਹੀਦਾ ਹੈ, ਜਾਂ ਜੇ ਤੁਹਾਨੂੰ ਗੱਲਬਾਤ ਸਮਝਾਉਣ ਲਈ ਕਿਸੇ ਇੰਟਰਪ੍ਰਿਟਰ ਦੀ ਲੋੜ ਹੈ, ਤਾਂ ਤੁਸੀਂ ਸਾਨੂੰ ਦੱਸੋ।

Punjabi

Haddii aad ku rabtid dokumentigaan luqado kale ama daabacaad kale, ama haddii aad u baahan tahay turjibaan, fadlan nala soo xiriir.

Somali

Póngase en contacto con nosotros si desea obtener este documento en otro idioma o formato, o si necesita los servicios de un intérprete.

Spanish

Bu belgenin Türkçe'sini edinmek ya da Türkçe bilen birisinin size yardımcı olmasını istiyorsanız, bize başvurabilirsiniz.

Turkish

یہ دستاویز اگر آپ کو کسی دیگر زبان یا دیگر شکل میں درکار ہو، یا اگر آپ کو ترجمان کی خدمات چاہئیں تو ہمارے مہربانی ہم سے رابطہ کیجئے۔

Urdu

Nếu quý vị muốn có tài liệu này ấn hành bằng ngôn ngữ hoặc khuôn khổ khác, hoặc nếu quý vị cần một thông dịch viên giúp đỡ, xin liên lạc với chúng tôi.

Vietnamese

## A welcome from the Managing Director

Welcome to Minster and your handbook, which has been designed with help from our leaseholders. We hope you will find it interesting and that it provides some useful information on the following areas:

- your lease;
- your home;
- your neighbourhood; and
- the services we provide.



If you are a leaseholder, you are one of many people who have bought their home through the 'Right to Buy' scheme, or you have bought a home that used to belong to us. If you are a shared owner, you are one of the people who have bought a share of their home from us. Shared owners are also often referred to as leaseholders.

This handbook can only give you a summary of the conditions of most leases. Not all leases are the same, because they vary depending on when they were first issued. Please always check your own lease if you are unsure about anything.

This handbook cannot provide legal advice and should be read along with your lease. Please ensure that you talk to your solicitor when you buy or sell your lease. If you need more information (for example about service charges) and you cannot find the relevant information in this handbook, please contact us.

We want all our residents to enjoy living in their homes and surrounding neighbourhood. As a leaseholder or shared owner, you have responsibilities towards us and we think that if we work together to respect each other's rights and responsibilities this will help all of us to enjoy a good quality of life.

We are keen to work with you and we aim to give you the best possible services so we can meet your needs and want to tailor our services to the way you want them delivered.

We want to let you know about everything that affects you, such as service charges or repairs and improvements, at the right time and in the right way.

We do hope you find the handbook useful.

Steve Wilson  
Managing Director

## About us – who we are and what we do

We manage 1,800 homes across the East of England and the East Midlands. We work with a number of local councils and other public organisations to meet the housing needs of local people.

We are a high-performing housing association with high standards of service. We have achieved national accreditation for our services to older people with the CSHS Code of Practice for sheltered housing. We are also 'Investors in People' and we have been awarded the 'Positive About Disabled People' symbol.

We joined the Hyde Group on 1 January 2006. As part of the group, we will continue to deliver the same high-quality services. We will stay an independently managed housing association, but with the benefit of more facilities and more funding. With this extra help, we have set a target to manage 5,000 homes over the next few years.

The Hyde Group also help us to manage leasehold and shared-ownership properties, under the name of another group member – 'INplace'.

## Contact information – where to find us

Your main point of contact is the **Leasehold & Shared Ownership Co-ordinator - Charlotte Wildermoth** who can be contacted on the numbers below or [charlotte.wildermoth@minsterha.co.uk](mailto:charlotte.wildermoth@minsterha.co.uk)

Our office opening hours are 8.30am – 5pm, and our telephone lines are open from 8.00am – 6pm.

**Phone:** 01733 349800

**Freephone\*:** 0800 3457540

**Minicom:** 01733 294399

**Fax:** 01733 893582

**E-mail:** [info@minsterha.co.uk](mailto:info@minsterha.co.uk)

**Website:** [www.minsterha.co.uk](http://www.minsterha.co.uk)

**Visit us or write to us at:**

Minster General Housing Association Ltd  
Jubilee House  
92 Lincoln Road  
Peterborough  
PE1 2SN.



Our head office is close to the centre of Peterborough, on the stretch of Lincoln Road between Craig Street and Cobden Avenue.

The office is set back from the main road. To reach us you need to travel down the side of Rawlinsons Accountants into the car park behind.

\*calls to this number from a BT landline are free. Calls from mobiles or other networks may be charged.



## Diversity and Inclusion

Diversity and Inclusion is an integral part of Minster's organisational values and social purpose.

We believe that our Diversity and Inclusion Strategy will support us in our vision:

- To make a positive difference to people's lives

It will also contribute to our purpose to:

- Develop homes, places and communities where people can prosper
- Provide opportunities and encourage people to achieve their aspirations

We are committed to embedding diversity and inclusion in all our business functions.

- **Diversity**, for us means that we recognise that our customers and staff are from diverse communities and cultural backgrounds and may have specific and individual requirements from the services that we provide to them. In practice, this means that we aim to be professional, responsive and agile in responding to these specific service requirements.
- **Inclusion** is an approach that we use to create a culture and service ethos that values diversity and difference and aims to maximise the benefits that this provides to our business.

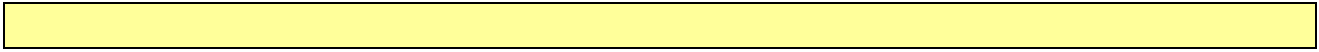
We believe that our approach to diversity and inclusion will support us in understanding the individual needs of our customers and staff and effectively responding to deliver services that are appropriate and accessible.

Annual diversity and inclusion updates can be viewed at [www.minsterha.co.uk](http://www.minsterha.co.uk)



## Meanings of words and phrases in this handbook

Arrears	Any money including rent or service charges that you owe us.
Cyclical Decorations	We arrange for the exterior and shared areas of some properties (usually flats) to be decorated on a regular basis. This is known as 'cyclical decorations'.
Freeholder	A person or company who owns a property indefinitely.
Home or property	A flat, maisonette, bungalow or house including any private garden, outbuilding or garage.
Lease	A legal agreement which gives details of rights and responsibilities of both the leaseholder and the landlord.
Leaseholder	Someone who has bought a flat from us for a specified number of years. This word is sometimes used to describe a shared owner (see below).
Outright sale	Where we build or convert properties that we plan to sell and then we sell them as a leasehold (for flats) or freehold (for houses). If you live in a leasehold or a freehold property, you may still have to pay us a service charge.
Retirement housing for sale	Housing for older people. These homes have the benefit of a sheltered-housing manager or a 24-hour alarm system. These homes give older people the chance to live independently, and give them access to a wide range of services and activities.
Right to Acquire	A scheme which gives some residents with an assured tenancy the right to acquire their property from us.



Right to Buy	A scheme which gives some residents with a secure tenancy the right to buy their property from us. If you used to be a secure tenant with a local council and your property was given to us you may still have the right to buy your home.
Share	A percentage of a property that you or we own. This is also known as equity.
Shared areas	Parts of your building, estate or services you share with other people, such as hallways and staircases. These are sometimes called 'communal areas' or 'common parts'.
Shared owner	Someone who owns a share of their home and rents the rest of the property from us.
Shared ownership	Where we build or convert properties that we plan to sell but we still own part of the property when it is sold. If you are a shared owner, you will pay us rent for the share we still own.
Sinking fund	A fund set up with income from service charges to pay for major spending such as roof repairs and decorating shared areas.
Staircasing	If you are a shared owner you may be able to buy more shares in your home. The legal word used to describe the process used for shared owners to buy more shares in their home.
We, us	The landlord and owner of the land that your home is on who you pay ground rent to and who will own the property when your lease comes to an end.
You	The person who owns the lease and has the right to live in the property.

## **Our service promise to you**

This 'Service Promise' sets out the standards of service that you can expect from your landlord. It was written with residents and covers the parts of our service that you told us matter most to you. We will review these standards regularly with residents to make sure they still reflect your priorities and aspirations.

The Hydewide Residents Voice helped set these standards and Hydewide Residents Eye will check regularly that we are meeting them. Each of the standards has a clear measure agreed so that Hydewide Residents Eye can check how we are doing and report back to you each year.

The standards are designed to provide the highest quality service, meeting residents needs within available resources.

### **Communication**


We promise to:

- Answer 80% of phone calls within 30 seconds.
- Respond to your phone messages within one working day.
- Acknowledge letters or e-mails within two working days
- Give you a full written reply to letters or e-mails within ten working days.
- Keep all appointments and aim to see you within five minutes of the time agreed.
- Give you the name and contact details of the person dealing with your enquiry.
- Deal with the majority of enquiries at the first point of contact. By 2010 we aim to deal with 80% of enquiries at first point of contact.
- Keep you fully informed about the progress of your enquiry.
- Treat all enquiries courteously, fairly, professionally and with respect.
- Regularly check that our services are fair and do not discriminate,
- Provide a translation and interpretation service to make sure everyone has equal access to services.

### **Repairs and maintenance (refer to page 34)**

We promise to:

- Give you clear information about which repairs Minster are responsible for and which repairs you are responsible for.
- Provide you with a range of different ways to report a repair – in writing, by phone, in person by e-mail or via the website.
- Complete your repairs within target times – emergency within 24 hours, urgent within 7 calendar days, routine within one calendar month.
- Provide you with an out-of-hours emergency repairs service.
- Make and keep appointments for all non emergency repairs.

- 
- Aim to offer evening and weekend appointments for repairs by 2010.
  - If we need to inspect before doing a routine repair, we will make a convenient appointment for you within 10 working days of you reporting it.
  - Keep you informed about the progress of your repair, including the reasons for any delays.
  - Consult you fully before doing any major works to your home.
  - Ask you if you are satisfied with your repair after it is finished.
  - Inspect a sample of completed repairs to make sure they meet quality standards.
  - Make sure all contractors we use follow our Code of Conduct.

### **Rents and service charges**

We will:

- Send you a rent or service charge statement every three months;
- Tell you about different ways to pay so you can choose the option that is best for you.
- Give you advice and support to help you manage your rent or service charge account.
- Let you know quickly if your account is in arrears.
- Take into account your personal circumstances when dealing with your arrears.
- Each year we will tell you how we have used the rent and service charges you pay.
- Keep rent levels affordable in line with Government guidance.
- Explain clearly how your service charge is calculated.
- Recover all unpaid rent and service charges quickly in a fair way.

### **Complaints**

We promise to:

- Publish a clear and easy-to-understand complaints policy.
- Accept complaints in writing, by phone, in person, by e-mail or via the website (see page 6 for contact information);
- Acknowledge all complaints within two working days of receiving them.
- Investigate and respond to all complaints within 10 working days.
- For complex complaints agree with you a timescale for investigating and resolving your complaint as quickly as possible.
- Provide advice about the Housing Ombudsman Service if it has not been possible to resolve your complaint through our formal process.
- Regularly monitor and learn from complaints and tell you how we have improved services as a result.

## **Anti Social Behaviour (ASB)**

We promise to:

- Publish clear information about the ASB service we offer.
- Provide a range of different ways to report ASB - by telephone, in writing, in person or via the website. (see page 6 for contact information);
- Treat every report of ASB seriously, sensitively and in confidence.
- Accept and investigate anonymous reports of ASB.
- Send you a written summary of your report and contact details of the officer dealing with your case within 10 working days.
- Intervene at the earliest opportunity to stop cases from escalating.
- Work in partnership with other agencies to prevent ASB.
- If you report ASB we will offer you an interview within: 1 working day for high risk cases, 5 working days for medium risk cases; or 10 working days for lower risk cases.
- Offer victims of ASB advice and support.
- Provide you with information about other agencies who can help you deal with ASB.
- Regularly let you know about the progress of your case.
- Write to you with a summary of our investigation into your case.
- Consult you before we close any case you have reported.
- Ask you whether you were satisfied with the way we handled your case.

## **Estate Standards**

We promise to:

- Carry out full estate inspections every three months on estates with more than 50 homes.
- For smaller estates (less than 50 homes) we will agree a reasonable timetable for inspections with local residents.
- Resident representatives will be invited to take part in all Estate Inspections.
- Grade estates as outstanding / excellent / good / acceptable / poor.
- Develop time-bound action plans to improve any estates graded as acceptable or poor.
- Feed back results of inspections to residents.
- Check to make sure properties receive a high standard of cleaning and grounds maintenance.
- Involve residents in setting cleaning and grounds maintenance standards and in choosing contractors.
- Remove offensive graffiti within 24 hours and other graffiti within 7 days.



## **Involving residents**

We promise to:

- Send you a copy of your Residents Magazine every three months.
- Offer a broad menu of different ways to get involved and have your say.
- Support new and existing resident groups.
- Offer to pay reasonable expenses to help you get involved.
- Offer you training and development to help you influence the service.
- Consult residents on new policies, procedures or any changes to our service that will have an impact on the service you receive.
- Involve residents in making the decisions that will impact on the service you receive.

## Commonhold and leasehold Reform Act 2002 – Section 151

### How we must tell you about changes we want to make to your home

The following is a summary of the main points we will consult you about.

This summary is not meant to describe the law in full. If you have any questions about your rights and duties, ask your solicitor for help.

For more information, visit the Leasehold Advisory Service (LEASE) website at **[www.lease-advice.org.uk](http://www.lease-advice.org.uk)**.


The Commonhold and Leasehold Reform Act 2002 Section 151 introduced new rules on how landlords should tell you about anything they want to do to your property. The act replaces the Landlord and Tenant Act 1985, Section 20.

The Service Charges Regulations 2003 gave more detail about what we must tell you. These were introduced on 31 October 2003 in England.

Under these rules, we must:

- tell you before we carry out work above a certain value;
- tell you before we enter into a long-term agreement with contractors (people who provide you with services on our behalf);
- say why we think the work or the agreement is necessary;
- give you our reasons for choosing contractors;
- send notices to you and to any recognised tenants' associations;
- let you have the right to suggest different contractors; and
- try to get an estimate from any contractors you suggest.

The rules give two separate 30-day periods for you to make observations. We will allow at least three to four months for the whole process.



The new requirements are defined under two headings:

- qualifying work; and
- qualifying long-term agreements.

If we do not ask you about long-term agreements that we want to make with contractors, we will not be able to collect service charges from you above £100 each year. If we carry out work to the building and do not tell you about it, we will not be able to collect more than £250 from you each year.

### **Qualifying work**

This means work on a building, including improvement work.

We must tell you if work on your home will cost over £250. You can find more information about this in section 3 and 4 of the 2003 Service Charge Regulations. In a property where not all leaseholders pay the same service charges, we must consult all leaseholders if any one leaseholder would have to pay more than £250.

If we do not consult you, we will not be able to collect service charges from you over £250.


See schedules 3 and 4 of the 2003 Service Charge Regulations for more details of when we must consult you about qualifying work.

### **Qualifying long-term agreements**

This is a new idea. A qualifying long-term agreement is an agreement that a landlord makes with an independent organisation or contractor for a period of more than 12 months. The new rules do not apply to agreements made before 31 October 2003. Long-term agreements include ongoing contracts with no set end date.

We must tell you if you will have to pay more than £100 in service charges (relating to a long-term agreement) in any one year. (In a property where not all leaseholders pay the same service charges, we must consult all leaseholders if any one leaseholder would have to pay over £100 in any one year.) We work out this figure by looking at how much you would have to pay as a result of the agreement, including VAT.

If we do not speak to you about how much you would have to pay in service charges, we will not be able to collect service charges from you over £100 a year.



You can find more information about qualifying long-term agreements in sections 1 and 2 of the 2003 Service Charge Regulations.

Examples of qualifying long-term agreements include:

- agreements affecting the building such as lift contracts, entry-phone systems, managing waste or maintenance;
- cleaning and gardening;
- insurance; and
- utilities.

Some of these services may only have one possible supplier, but we must still discuss the matter with you or get permission from the Leaseholders Valuation Tribunal (LVT) to use a specific supplier.

Contracts that are not long-term agreements include:

- employment contracts;
- management agreements made by a council and a Tenant Management Organisation (TMO) or an organisation formed under section 2 of the Local Government Act 2000 Arms Length Management Organisation (ALMO);
- an agreement between a holding company and its subsidiaries, or between subsidiaries working for the same holding company;
- an agreement that was entered into when there were no tenants or leaseholders at the property (for example, on a housing estate that is still being built) and was made for less than five years; and
- an agreement that was entered into before 31 October 2003 and was for 12 months.

If the long-term agreement includes a maintenance service for the property, and this work results in you being charged more than £250, we must talk to you about this separately, under the rules of schedule 3.

The original discussion we have with you (under schedules 2 or 3) does not mean that we will not consult you about the work at a later stage.

### **The Leasehold Valuation Tribunal**

The Leasehold Valuation Tribunal (LVT) now has powers to make decisions on all issues relating to Section 20. The LVT will let us carry out work or hire contractors without consulting you if they believe the reasons for this are reasonable.

For example, the LVT might let us do work to your property or hire contractors without consulting you if:

- your home needs very urgent work doing to it;
- they are satisfied that we have a very good reason for not consulting you; and
- work needs doing to your property but it is difficult for us to get more than one estimate.

### **Who will you consult when you want to do work on my home?**

We will tell you and any Recognised Tenants Association (RTA) if we want to make any changes to your home. We must send you and your RTA (if you are a member) a consultation notice.

An RTA is an association formally recognised by the landlord, or by a rent assessment committee, under section 29 of the Landlord and Tenant act 1985.

### **What do I do if I want to suggest a contractor?**

Under the new rules, we must ask you if you want to suggest possible contractors.

Any contractors that you suggest will be asked to provide an estimate for the works.

### **How long will the consultation process take?**

The whole process will usually take over three months. This is because:

- you have 30 days to respond to a notice of intention we issue before inviting contractors to bid for work;
- if you suggest a contractor, we will invite them to bid for the work;
- if contractors that you suggest decide to bid for the work, we must check whether the contractor meets the necessary conditions (such as approved list);
- we must respond in writing to any comments you have about our choice of contractor or the work we want to do;
- we must summarise your comments and our responses and send them back to you;
- we must then send you a notice of the work we want to do or make details of the work available for you to look at; and
- you have a further 30 days to respond to the notice of the work that we want to do.



It is important that you allow enough time for all of this to happen.

## **Some rules about the procedures**

### **Inspecting notices and estimates**

We must allow you to inspect documents, the place and hours that you can look at the documents must be reasonable. We must allow you to inspect and take copies of documents free of charge.

If we need to allow you to inspect documents, we will add any costs involved to your service charge.

### **Our duty to consider your comments**

If you send us any comments about our suggestions for work on your property during a consultation period (usually 30 days from when we tell you we want to do work on your property), we must consider these. If we cannot show we have considered your comments in line with the 2003 Service Charge Regulations, the LVT may decide that we have not followed the consultation procedure properly.

## **Leasehold Valuation Tribunal**

The Leasehold Valuation Tribunal (LVT) is the formal name given to the organisation that makes decisions on various disputes relating to residential leasehold property. The LVT is an independent group which is completely independent of any other public organisation or government agency.


### **Leasehold disagreements**

This section gives a short introduction on how the LVT settle leasehold disagreements.

### **Types of disagreements that the LVT can settle**

The LVT can:

- decide how much you should pay if you want to buy, extend or renew the lease on your home when we and you cannot agree a price;
- change estate-management schemes under the Leasehold Reform Housing and Urban Development Act 1993;

- 
- judge disagreements about the 'right of first refusal' procedure (which gives you the right to buy the freehold before we offer it to anybody else if we decide to sell it) and the compulsory acquisition of the landlord's interest in blocks of flats;
  - decide who must pay service charges;
  - settle disagreements about our choice of insurer; and
  - decide whether to grant us special permission not to consult you about service charges, administration charges, the right to manage, appointing managers and changing leases.

Usually there are several things you must do before you apply to the LVT to settle a disagreement. For example, you may need to send an application fee. Please read the guidance notes before you apply.

If you have any questions about how the LVT works, you can call the general enquires telephone number on 0845 100 2616.

## **Your lease and the law – a brief outline**

### **Your lease**

Your lease is a legal document which sets out your and our rights and responsibilities.

This handbook does not cover detailed information about your lease – instead it offers more general information. However, even though there are many types of lease, they all contain the same basic points and responsibilities.

### **The law**

As your landlord, we must follow all relevant laws, which are given in more detail below.

### **Landlord and Tenant Act 1985 and 1987**

We must do the following:

- We must explain what 'service charge' and 'relevant costs' mean.
- We must only use the service charge to cover reasonable costs.
- We can set the amount that we can spend through the service charge without telling you.
- We must give you a summary of how we have used the service charge money and let you look at and copy our invoices.
- We must give you a written summary of our insurance policy if you ask for one.

### **Leasehold reform Housing and Urban Development Act 1993**

This act means that:

- the Secretary of State issues codes of practice for those who manage leasehold properties;
- you have the right to buy the freehold of your property (in some circumstances); and
- you have the right to a housing management review.



## **Housing Act 1996**

This act:

- says that if you are behind with paying your service charge we must make sure that the service charges are reasonable before we can take action to evict you (force you to move out of your home);
- gives the Minister of Housing the power to introduce a new Leaseholders' Guarantee; and
- introduced the Right to Acquire for some tenants who live in properties built with public funding after 1 April 1997.

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

This act:

- introduced the commonhold tenure.
- strengthened the right to manage;
- amended the consultation requirements of the Landlord and Tenant Act (page 7).

## **Leaseholders' Guarantee**

As a registered social landlord, we must follow the Leaseholders' Guarantee. This gives you other rights.

The Leaseholders' Guarantee is produced by the Housing Corporation. It gives information about the standard of housing management that you should expect from us. It also explains some of your rights. The Housing Corporation monitors our performance against the standards set out in the Leaseholders Guarantee. You can ask for a copy of the Leaseholders' Guarantee from your local office.



## Terms of your lease

Your lease sets out:

- the boundaries of your property;
- your and our rights and responsibilities;
- the shared areas in your building;
- the amount of rent and service charge you should pay and how we review this;
- how often you must pay the service charges that are due;
- how you can buy more of your home; and
- how you can sell your property.

Please remember that you must get our permission before carrying out any improvements to your property.

You must also get our permission before subletting your property.

If you have lost your lease, you can get a copy (for a fee) from:

HM Land Registry  
Land Registry of England and Wales  
32 Lincoln Inn Fields  
London  
WC2A 3PH.



## Rights and responsibilities

Set out below are our and your rights and responsibilities. This is only a guide, and your lease will give you the exact details of your rights and responsibilities.

### Our rights and responsibilities

We must do the following:

- repair and maintain the main structure of your property (the outside of it and shared areas). This includes the roof, drains, window frames (in most cases), shared entrances, hallways, staircases, gardens, paths and play areas.
- repair and maintain any services provided to your block or estate, such as lifts, entry phones and shared lighting.
- keep your home insured against risks such as fire and storm damage. Our insurance does not include contents insurance. We will give you a written summary of our insurance policy. You can ask to look at the full policy at any time.
- manage your block or estate in a reasonable and cost-effective way making sure that you keep to the conditions of your lease or tenancy.
- keep accounts of service charges made for repairing, maintaining and insuring your property. You can ask to see our accounts. We will also give you information about how service charges are worked out.
- give you an estimate of the service charges for your home.
- keep a final account showing how much we actually spent on work and services on your block or estate, along with details of how much you have to contribute in service charges.
- tell you before we carry out any major work to your building, hire any new contractors or introduce any new services.
- collect ground rent and service charges to cover the costs of how much we spend on services.
- respect your right to live in and enjoy your home.

We have the right to:

- come into your home to carry out inspections or repairs, as long as we call at reasonable times and give you notice. (We do not have to give you notice or call at a reasonable time in an emergency.)

### **Your rights and responsibilities**

As a leaseholder you must do the following:

- pay ground rent, insurance premiums and service charges and a proportion of major repairs.
- keep your property in good repair including all services that only you use.
- get our permission before making any changes or improvements to the structure of your home. This includes any work to the inside of your home involving moving or removing inside walls. See the 'Repairs and maintenance' section, page 34 for more information.
- keep to the conditions of your lease at all times and show consideration to your neighbours. You must not cause a nuisance to, or annoy, your neighbours.
- be considerate to others. You must not harass or offend others, including our staff, on grounds of race, ethnic background, religion, sex, sexual orientation or disability.
- let us into your property to repair or inspect the shared services or areas of your building. We will give you reasonable notice, except in emergencies.
- pay any charges due for your home.
- use your property as a private home only.
- tell us if you transfer your lease.
- give us the property at the end of your lease.
- take out contents insurance in line with the conditions in your lease.

You have the right to:

- live peacefully in your home.

## Rent and service charges

### Ground rent

You must pay ground rent as set out in the terms of your lease.

### Rent

If you are a shared owner, you will pay rent on the share of the property that we own. We usually increase the rent in April each year. We will give you details of the increase at least 28 days or one calendar month depending on terms of your lease before we make the change.

### Service charges

A service charge is an amount you must pay as well as ground rent or rent. You must pay your service charge in accordance with the terms of your lease. Your service charge may cover:

- cleaning shared areas;
- maintaining door-entry systems;
- maintaining lifts;
- maintaining shared gardens;
- maintaining the fire alarm;
- maintaining and redecorating the building; and
- building insurance.

Please remember that this is not a complete list.

The financial year runs from April to March. We will send you a budget sheet of our expected costs for the coming financial year every February or March. This budget estimates the amount of money we will need for the following year and sets out how much you will pay as a service charge. We will consider any comments you have before we use our budget.

By 30 September each year we will send you a statement showing what the money from your service charge was spent on for the previous year. We think carefully about how much the service charge will be each year.

If the service charges cost more than expected we will charge you the additional amount. If the charges cost less than expected we will refund the money to you. We can do this by reducing your next payment, or send you a cheque. We make no profit or loss from the service charges – we only cover our costs.

Under the 1996 Housing Act, the Leasehold Valuation Tribunal will sort out any legal disagreements (including disputes over service charges).



## **What happens if I fall behind with my rent or service charge?**

We will write to you as soon as we find out you have missed a payment or not paid the service charge in full. We will give you the chance to check your financial records against ours, and tell us if there has been a mistake.

If you miss a second payment, we will write to you again and explain what happens next. For example, we may:

- contact your mortgage provider;
- take action through a small-claims court; or
- take legal action to repossess your home.

## **Ways to pay your rent and service charge**

You can pay your rent and service charge in the following ways:

- by direct debit;
- on an allpay card in any post office or shop that displays a 'PayPoint' sign;
- by standing order;
- by debit or credit card over the phone;
- by debit or credit card at our office;
- online at [www.allpayments.net](http://www.allpayments.net);
- by text message; or
- through Housing Benefit (if you are a shared owner on a low income).



## **Paying by direct debit**

If you have a bank or building society account, you can pay by direct debit. You can either fill in a direct debit form (available from our offices) and send it back to us, or phone our Income Section on 01733 349800 or 0800 3457540\*. They will help you to set up a direct debit over the phone. Once your direct debit has been set up, you will receive a letter telling you when your money will be taken out of your account each month. The Direct Debit Guarantee applies to all direct debits. You can set up direct debits to pay your bills every week, every fortnight, 4 weekly, every month, every three months (quarterly), or annually (yearly).

## **PayPoint and – the allpay card**

You will receive an allpay payment card within two weeks of moving into your new home. You can use this card to pay your rent and service charge at any post office or shop displaying the 'PayPoint' sign. The money will automatically go into your account between one and two days later.

## **Paying by standing order**

If you have a bank or building society account you can pay by standing order. You will need to fill in a standing order form that you can get from our offices. You can also phone our offices on 01733 349800 or 0800 3457540\* and ask for a form. You will need to tell your bank if there are any changes to your rent or service charge, as the bank cannot change the amount of money they pay us without you telling them to do so. You will have to fill in a new standing order form each time your rent or service charge amount changes.

## **Paying by debit or credit card**

If you want to pay your rent by debit or credit card, you can visit our offices between the hours of 8.30 am till 5pm or phone us on 01733 349800 or 0800 3457540\* between the hours of 8.00 am till 6.00pm. Alternatively you can telephone allpay on 0870 2436043 24 hours a day. Please note that if you telephone allpay to make your payment you will also need your allpay swipe card.

## **Online / Internet payment**

Log on to **[www.allpayments.net](http://www.allpayments.net)** and follow the instructions on the webpage. Please remember you will need your allpay swipe card.

\*calls to this number from a BT landline are free. Calls from mobiles or other networks may be charged.



## **Paying by text message**

You will need a UK registered mobile phone in order to access this service.

Log on to <https://www.allpayments.net/textpay/login.aspx>. You will need a valid allpay.net swipe card and a current debit or credit card.

## Insurance

### Home-Contents insurance

You must arrange your own home-contents insurance cover. Your insurance should cover all your personal belongings, including clothes, decorations, furniture, electrical appliances, jewellery and so on.

The Hyde Group offers a competitive home-contents insurance scheme. For details telephone: 0845 337 2463 or contact Minster for an information pack.

### Buildings insurance

If you are a shared owner of a house, we will arrange buildings insurance for you and send you an invoice every year.

If you own a flat, we (as the freeholder) or our agent will arrange the building insurance. Your service charge will go towards the cost of the building insurance.

All of the buildings owned or managed by The Hyde Group, or for which we are responsible, including Shared Ownership, Leaseholder and Right to Buy properties are covered against most forms of sudden and unintended loss, damage or destruction. This includes Fire, Lightning, Explosion, Aircraft, Riot, Civil Commotion, Malicious Persons, Earthquake, Fire, Storm, Flood, Water Damage, Theft, Accidental Damage and Subsidence.

Cover includes Loss of Rent or Cost of Alternative Accommodation following an insured event.

The main exclusions include wear and tear, rusting or corrosion, latent defects, frost, vermin, fungus or rot, mechanical and electrical breakdown.

Buildings are insured for their full rebuilding cost. This includes all costs incurred in reinstating the building to its original state.

Shared Ownership and Leasehold properties are subject to an excess of £50 in respect of leaks or floods only, and £1000 in respect of subsidence.

Any incident leading to a claim or a potential claim should be notified to Minster immediately. This is a requirement under the terms and conditions of the policy. Claims or queries should be made initially to Minster (refer to page six for contact details).



## **Repairs and maintenance – who looks after what**

Your and our responsibilities for repairs are set out in full in your lease. The information below is a guide. If you have any questions, please contact us.

### **Repairs**

#### **Our responsibilities**

We are responsible for repairing and maintaining:

- the structure of your building and the shared areas (such as hallways and corridors);
- structural walls, roofs, window frames, foundations, shared drains and outside decorations;
- shared services such as lifts, controlled-entry systems, shared lighting and fire alarms; and
- shared areas in your building and outside areas near your building and estate, such as courtyards, roads that we own, paths, play areas and shared gardens.

#### **Your responsibilities**

You must repair and maintain:

- inside walls, floors and ceilings;
- kitchen units, toilets, baths, sinks and other fixtures and fittings such as ;
- heating systems, flues, plumbing and electrical appliances and fittings that only you use.

You do not need to repair or maintain items that are part of a shared system such as a door-entry phone or heating from a shared boiler.

## Reporting repairs

If you need to report a repair or a maintenance problem that we are responsible for, you can contact us in the following ways:

**Phone:** 01733 349800 or 0800 3457540\*

**Write to us or visit us:** Minster, Jubilee House 92 Lincoln Road,  
Peterborough PE1 2SN

**E-mail:** [info@minsterha.co.uk](mailto:info@minsterha.co.uk)

**Website:** [www.minsterha.co.uk](http://www.minsterha.co.uk).

Please give us as much information about the repair as possible. Don't forget to tell us who you are and where you live.

We give every repair that is reported a priority code. This tells you how long it should take for the repair to be completed. Your repair will be completed in:

- 24 hours (emergency repairs);
- seven calendar days (urgent repairs); or
- one calendar month (routine repairs).


Please remember that outside office telephone hours (before 8.00am and after 6pm Monday to Friday) we will only look at emergency repairs (such as burst pipes or serious roof leaks). Please call 07787 536312 for the out of hours officer.

## Alterations and improvements

You must not make certain alterations or improvements to your home without our permission. You must ask our permission if you want to:

- remove inside walls, move or improve the kitchen or bathroom;
- fix satellite dishes, TV or radio aerials to the outside of your building;
- do any work to the main structure of your building, including work to windows or the shared areas that we are responsible for; or
- build an extension or a separate building in a garden.

\*calls to this number from a BT landline are free. Calls from mobiles or other networks may be charged.



If you want to change or improve your home, please contact us before you start work. We will not refuse permission without good reason. We may attach conditions to the work you do when we give our permission. We may ask you to pay a fee to cover our costs. You must use a competent contractor (one with the necessary skills, knowledge and experience) and the work must be finished to a good standard.



## **You and your neighbours**

You should be considerate to your neighbours at all times, especially if you live in a flat and share stairs and hallways and other facilities.

Under your lease, you must not cause a nuisance to, or harass, your neighbours by making too much noise, or blocking hallways with your belongings. You are also responsible for how visitors to your home and people who live with you behave.

It can be difficult living in a home that is very close to other properties. If you are having a problem with your neighbours, try talking to them first. If this does not work or if for some reason you cannot talk to them about it, you should contact us. We will tell you what you can do next, and we will give you details of other agencies that may be able to help.

If your neighbours are making too much noise, or if you are worried that your health will be at risk, you should contact the environmental health department at your local council.

They usually offer an out-of-hours service if your neighbours are disturbing you late at night.



## Selling, moving and subletting

### Shared Owners

#### Subletting

As a shared owner, you are not allowed to sublet your home. This is one of the terms of your lease.

In some special circumstances, we do give permission for you to sublet all of your home. Subletting your home without our permission is very serious, and we will take legal action against you if you break this term of the lease.

#### Your mortgage

When you bought your home, INplace had to approve your mortgage. If you want to change your lender and remortgage your property, you must first get our approval. We will give you our approval as long as your new mortgage is for the same amount as your old one and on the same terms.

If you want to borrow more money on your mortgage, you will need permission from INplace. They will only give you this permission after you have lived in the property for a year and as long as the extra money is for home improvements or buying out a joint owner. They will not give their permission if you want to borrow extra money to pay for a holiday or a new car. For more details on remortgaging, please contact our Sales Team on 0845 606 1221.

#### Staircasing – buying more of your home


When you want to buy more shares in your property, you can talk to us about how much you would like to buy. Until you own 100% of your home, you will have to pay rent on the part you do not own. However, your rent will be reduced when you buy more shares in your property.

The detailed procedure for staircasing is set out in your lease and in the 'Staircasing' leaflet enclosed with this manual.

Your home needs to be valued and you have to pay for this beforehand. The valuation for staircasing will **not cover** any improvements you have made to your home.

#### Selling your shared-ownership property

You can sell your shared-ownership property at any time. INplace have a large list of people who are looking to buy shared-ownership properties.



Once you have confirmed that you want to sell your share in your property, we will arrange for the property to be valued. You will need to pay the fee for this valuation.

The valuation will include any improvements you have made to the property. The sale price will cover the share of the property that you own, **including improvements**.

INplace will then use the list to find a buyer for your property.

For more details on subletting, re-mortgaging, staircasing and selling your home, please contact INplace on 0845 606 1221.

### **Leaseholders**

You can sell (transfer) your lease to anybody you want, but, by law, you must tell us when you want to transfer your lease by sending us a certified copy of the transfer document. When you sell your lease, it does not end, but is transferred to a new leaseholder. When you are about to complete your sale, you will need to tell us so that we can close your account with us.

If you bought your home from us under the 'Right to Buy' scheme and you want to sell your home within five years of buying it, you may have to repay part or all of the discount you received.

You do not have to pay back the discount if you sell the property to your husband or wife as part of a divorce settlement or if you sell as a result of a compulsory purchase order from the council.

We will only end your lease if we have taken legal action against you. This will only happen in exceptional circumstances, for example, if you do not pay your service charges or if you break other conditions of your lease.

If you are away from home for a long period of time, your home should be secure. While you are away you must still pay your service charge.

You can sublet your home as long as you give us your new address, tell us the person who is staying in your property and make sure the person in your property keeps to the lease agreement. You will need to tell your bank or building society that you are subletting. You will still be responsible for all money (such as rent and service charges) that must be paid to us. You will also be responsible if any lease conditions are broken.

## Useful contact information

**Transco** – if you smell gas 0800 111999 (24hrs)

**Anglian Water** 08457 145145  
General enquiries & sewerage services

### **Citizen Advice Bureau**

Peterborough (16-17 St Marks Street) 08444 994120  
Northampton (72a Giles Street) 08448 552122  
King's Lynn (St Nicholas Street) 08444 994104  
Milton Keynes (361 Midsummer Boulevard) 08444 994122

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

### **Local Councils**

Peterborough City Council  
Bayard Place  
Broadway  
Peterborough  
PE1 1FZ 01733 747474

King's Lynn & West Norfolk Borough Council  
Kings Court  
Chapel Street  
KING'S LYNN  
Norfolk  
PE30 1EX 01553 616200

Northampton Borough Council  
St Giles Square  
NORTHAMPTON  
NN1 1DE 01604 837837

East Northamptonshire District Council  
East Northamptonshire House  
Cedar Drive  
THRAPSTON  
Northants  
NN14 4LZ 01832 742000

### **Shared Owners**

INplace 0845 606 1221

[www.inplace.co.uk](http://www.inplace.co.uk)



**Leasehold Valuation Tribunal (LVT)**

Great Eastern House  
Tenison Road  
CAMBRIDGE  
CB1 2TR

0845 1002616 or  
01223 505112

**The Leasehold Advisory Service (LEASE)**

31 Worship Street  
LONDON  
EC2A 2DX

020 7374 5380

[www.lease-advise.org](http://www.lease-advise.org)

