

community
homeownership



Leaseholders Handbook

Welcome

We welcome you as a leaseholder of Community Home Ownership (CHO) and hope that you will enjoy living in your home. This handbook has been produced in partnership with a Leaseholders Focus Group set up to ensure that it is best designed to meet your needs. We are grateful to them for their help and enthusiasm.

This handbook tells you something about:

- CHO
- your home
- the services available to you.

When you have read through your handbook, please keep it safe for future reference.

The handbook is for information and guidance only. It does not form part of the lease agreement you and CHO have signed, which states the legal terms and conditions of your leasehold interest.

However, if you are uncertain about any part of your lease agreement, we hope you will find the answer in this handbook. If you have a problem that is not mentioned, please contact a member of the Private Sector Housing Team who will try to help you. You may also wish to seek independent advice from a solicitor.

Mick Sweeney,
Chief Executive,
Community Housing Group

If English is not your first language and you would like a translation of this document, please tick the box next to your language and write your name and address where shown, then post it in an envelope to the address below.

Portuguese

Se o inglês não for a sua primeira língua e desejar obter uma tradução deste documento, queira assinalar a quadrícula que se encontra a seguir ao idioma pretendido, escrevendo o seu nome e morada no local indicado e remetendo depois pelo correio para o endereço que é indicado em baixo.

French

Si l'anglais n'est pas votre langue maternelle, il vous suffit, pour recevoir la traduction de ce document, de cocher la case correspondant à votre langue, d'inscrire vos nom et adresse, puis d'envoyer ce formulaire sous pli cacheté à l'adresse ci-dessous.

We can also provide a copy of the handbook in large print or on audiotape.

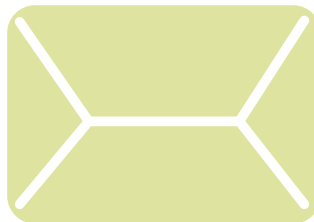
Name _____

Address _____

Telephone number _____

Return to:

The Property Manager
(Private Sector Housing Team)
Community Housing Group
100 Chalk Farm Road
London
NW1 8EH



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About us 1

Community Home Ownership (CHO) is part of the Community Housing Group (CHG). CHG delivers a broad range of affordable housing options to help meet diverse needs in 15 boroughs in North, East and South London. We are only one of 71 associations to have Housing Corporation preferred partner status.

CHG is a rapidly growing organisation, with more than 4,000 homes in management and another 1,000 in development. Turnover in 2004-05 was £21.1m, an increase of almost 50% compared with 2002-03.

The majority of CHG's operations are based at the main office in Chalk Farm, North London, which is where the Community Home Ownership (CHO) management team is based.

Our company values express our aspirations. We are:

- Professional
- Dynamic
- Responsive
- Involving
- Innovative and forward thinking

CHG works closely with local authorities, building contractor partners and a number of major house builders including Barratt Homes and Taylor Woodrow Developments to build high quality, award-winning homes for rent, whether they are for general needs, shared ownership or key workers.

The CHO team is dedicated to the management of the shared ownership properties and this handbook gives details of the services provided by this team.

The Community Housing Group Structure includes:

Community Home Ownership has launched a substantial shared ownership programme targeted at average earners and key workers.

Citystyle Living provides options for market renting in central London areas close to transport hubs.

Community Action, our charitable investment arm, promotes and delivers a range of social inclusion initiatives, including a football coaching scheme and activities for young people.

2 Your Lease

What is a lease?

Your lease is an important document as it is the legal binding contract for a period of normally 99 or 125 years, between you and Community Home Ownership (CHO). It confirms what has been agreed and gives details of your rights and responsibilities and those of CHO.

If you have purchased your lease from other owners, your name will not be on the lease. This does not matter as your record of ownership is recorded at the Land Registry. However when you purchased the lease, you then became legally bound by all the terms within in it.

You are advised to keep the lease in a safe place.

What does the lease cover?

Your lease describes the home that you have bought and contains a plan showing your flat/house and any garden or parking that may be included. The plan also shows the area of your block, or the estate that your home is in, for the purpose of calculating service charges.

The lease is normally broken down into sections called 'schedules'. Each schedule sets out conditions

or responsibilities that you have as the leaseholder, or that we have as the freeholder or head lessee (see Sections 3, 4 and 5).

Who is involved with my lease?

On most developments CHO will own the freehold of the site and will therefore have granted leases to applicants who become shared owners. However there also a number of developments where CHO has purchased homes on a leasehold basis and then granted under-leases to shared owners. If CHO is not the freeholder, it is likely that a managing agent will undertake the management, set the service charges and invoice CHO for its share in respect of all the homes that it originally purchased.

Can the lease be changed?

The only changes we can make to your lease without your permission are to the amount of rent and service charges originally quoted within the lease, as they are reviewed every year and usually change as a result of these reviews. If you eventually purchase your home outright, your lease will change as the clauses requiring you to pay rent will be removed. Also, if you live in a house



and you purchase the house outright, your lease will be exchanged for a transfer which will grant you the freehold ownership of your home.

All other changes to your lease would be subject to agreement between us. There are exceptions to this such as the law changing, or a Leasehold Valuation Tribunal making an order to vary the terms of the lease.

What if I do not understand my lease?

The content of leases is not always easy to understand, and sometimes they use language which seems old fashioned and legalistic.

When you first purchased your lease, your solicitor should have explained the main clauses within it. However, if there are any sections which you find particularly difficult to understand, please contact CHO.

Your lease is a legal document so it uses legal terms. We have explained some of the more important ones here to help you understand your lease.

Freeholder

The sole owner of land.

Leaseholder

The person who owns the lease of the property – the lease having been granted by the freeholder. Also known as ‘the lessee’, or ‘the flat owner’. In most leases, ‘the leaseholder’ is referred to as ‘the tenant’.

Head Leaseholder

This is the person or body that may own a lease above yours – this may occur if the Association had purchased the original lease of your home from a freeholder, and then has sold an under lease to you.

Landlord

Also known as ‘the freeholder’ or ‘head leaseholder’ but referred to in the lease as ‘the landlord’.

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Property or Building

The block on the development in which your home is situated, for the purposes of calculating service charges. This is also shown on the plan attached to your lease.

Flat or Demised Premises

A description of the home you have bought, which explains exactly what you are responsible for.

Common Parts

The areas in your block such as entrance doors, hallways, stairs and the paths, roads outside which are used for access and over which you have rights of use. These are usually defined in your lease, and shown on the plan attached. In most leases, you will have to pay a share of the costs for upkeep, maintenance and repair of these areas.

Gross Rent

The 100% total of rent per annum payable, although adjusted according to the percentage that you own.

Specified Proportion

The percentage of the service charge that you are required to pay.

Staircasing

The process of buying additional equity or shares in your home.



Your obligations as a leaseholder **3**

The covenants in your lease

A covenant is a term of agreement and these are stated in your lease. As the owner of the lease you are legally bound to comply with the leaseholder's covenants.

Although some leaseholders of CHO may have leases which were originally granted some years ago, generally the covenants within the leases are much the same. For specific detail you should consult your lease, however as a general rule they will include:

- To pay your rent and/or service charge at the times specified within the lease
- To maintain your home in a good state of repair and to periodically redecorate
- To make good any damage done to common areas, which may have been caused by you or your family and friends
- If you are a shared owner and you wish to sell, to allow CHO the opportunity to nominate a purchaser
- To allow our technical staff access to your home (on giving reasonable notice) to undertake an inspection, if it should prove necessary

- To inform us of any notices that you may receive from a local or public authority
- Not to do anything on or in connection with the property which may be a breach of planning legislation
- Not to undertake any alterations without the consent of CHO
- To use the property as a private residence and not to do anything which could cause a nuisance to other residents
- Not to play music between the hours of 11.00 pm and 8.00 am (or as otherwise stated within the lease), or at any times that it may cause a nuisance to other residents

Undertaking alterations or improvements

We do not have any objection in principle to any leaseholder undertaking repairs, alterations or improvements to their home. However it is a requirement of your lease, and essential that you firstly obtain consent from CHO before you undertake any such works.

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If you wish to undertake any alterations or improvements you must comply with the following procedure:

- Contact the Senior Property Officer in writing providing detail of the type of work that you would like to undertake (the address can be found at the back of this handbook)
- Dependent upon the scope of the work, we may require that you produce a specification of the work, accompanied by a builder's or architect's drawing to show exactly what you would like to do
- You will need to confirm that you have obtained any requisite planning permission and that the works comply with current building regulations
- We will normally arrange to visit your home before giving you permission in writing to proceed
- Dependant upon how much work is involved CHO may ask you to make a small administrative charge in relation to granting you permission

Harassment or causing a nuisance

Under the terms of your lease you are entitled to live peaceably and quietly in your home without interruption from CHO. You have also agreed not to cause any nuisance or annoyance to any other residents.

If you suffer what you consider to be undue noise, harassment or nuisance from any other residents, we would initially suggest that you attempt to resolve this direct with them. If that fails you should inform the Senior Property Officer who will attempt to ensure that any breach of covenant is remedied so that you can once again enjoy your home.



Your rights as a leaseholder **4**

Your right to assign

(selling your lease)

When you sell your property, you will assign your lease to whoever is buying your property. We recommend that you seek legal advice if you wish to assign your lease.

a) If you own your home outright

You do not need our permission to sell your home, but you must tell us if you are doing so. Until we are told, you will remain liable for the property and we will still send you payment demands for service charges and/or ground rent.

b) If you are a shared owner

If you wish to sell your home whilst you are still a shared owner, your lease will allow CHO a certain period of time in which to locate a purchaser (this is known as the Nomination Period).

Your right to purchase additional equity in your home

If you are a shared owner, you may at some time want to buy additional tranches of equity. This is known as 'staircasing'. Normally you can buy additional equity in tranches of 10% or 25% and if you are able to afford it you can eventually purchase your home outright.

Your right to extend your lease

You may be able to buy a new lease, which would add 90 years to the time left on your old lease. If we cannot agree on how much you should pay for the new lease, you can apply to the Leasehold Valuation Tribunal (LVT) for them to set the price. If you would like more information about this, please contact either your solicitor or the Senior Property Officer.

Your right to object to unreasonable service charges

If within the terms of your lease you are required to pay a service charge, you have legal rights to be consulted if we intend to spend over certain prescribed amounts. If you disagree with our charges or the level and standard of service delivery, please tell us first so that we can look into

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your complaint. You also have the right to apply to the Leasehold Valuation Tribunal for them to decide what is reasonable. The address of the Leasehold Valuation Tribunal is:

2nd Floor
10 Alfred Place
London
WC1E 7LR
Tel: **020 7446 7700**

A Leasehold Valuation Tribunal (LVT) is an independent panel whose members are drawn from a panel of surveyors, lawyers and lay people. It can decide on certain service charge disputes and if you are in breach of covenant before we can consider possession action. It also considers applications for the appointment of a manager, and values for buying an extended lease or the freehold of the property.

If you appeal to the LVT, its decision is final.

Your right to be consulted

Section 20 of the Landlord and Tenant Act 1985 (as amended by the Commonhold and Leasehold Reform Act 2002) says you have the right to be consulted about major repair

works and any long-term contracts that we may enter into on your behalf. Generally speaking we have to consult you before we do any major repairs if your share of the cost exceeds £250 (incl. VAT). With regard to any long-term contracts which exceed 12 months, we have to consult you if your share of the cost exceeds £100. The Act also allows you the opportunity to nominate a contractor to tender for any of these works.

We may not be able to carry out full consultation in an emergency – if so permitted by a Leasehold Valuation Tribunal we could then undertake the works without going through the formal consultation process outlined above.

When we send you a notice about major works, please read it carefully and tell us if you think there is an error or you do not understand what the notice says.

More information about resident involvement and consultation is set out in Section 12 – Having your Say.



Your right to a management audit

You have the right to ask an auditor to carry out a full audit of our service charge and other management accounts, providing more than two thirds of leaseholders paying service charges into your scheme account so require it. However, you would have to pay for this audit. If you want to question or challenge the service charge, you have the right to get details of the costs and to inspect and take copies of the accounts.

Your right to personal information

All the information we collect is held within the terms of our data protection registration. This information may be held on computers or on written files. Our registration may allow us to use this information and pass it on to others to help us deliver our services to you.

The Data Protection Act gives you the right to check the personal information that we hold about you. However, we cannot show you confidential information that is either given to us by other people, or involves someone else, without first getting their permission.

If you would like to see particular information that we hold about you, please contact the Senior Property Officer, who will arrange a mutually convenient time for you to do so. You will not be charged for looking at your file.

You can challenge any information we hold if you feel it is incorrect or misleading, and you can ask us to correct it.

You can also ask for photocopies of certain information we hold, although we may charge you for the cost of any copies supplied.

Your right to complain

We aim to make sure that all our services to leaseholders are of the highest possible standard. If you are unhappy with either a standard or level of service, or the way a particular issue has been dealt with, or if you feel we have failed in some way to meet our obligations as your landlord, you have the right to complain.

For details of our formal complaints procedure, please refer to Section 12 – Having Your Say.

5 CHO's obligations as a landlord

Our responsibilities depend on the home you have bought and they will all be stated in your lease. Listed below are some of our main responsibilities:

- to insure the building containing your home (but not the contents of your home)
- to maintain and repair the structure of the block, and its communal areas and facilities
- to paint parts of the outside of the building and the inside of those communal areas that are usually painted
- maintain common systems, tanks, drains, gutters, cables and similar that supply or remove services to the property
- maintain lifts (if any), forecourts, walls and paths that are used in common with other occupiers
- allow the leaseholder to live in the property without being disturbed by the landlord, subject to there being no breach of the terms of the lease

Please remember that while we are responsible for arranging and carrying out the repairs, upkeep and management of your block and estate, you are responsible for paying

your share of the costs through your service charge. You must not carry out any repairs or maintenance to the areas that CHO is responsible for.

If CHO is not the managing agent of landlord

If there is another landlord involved in the block where you live, it may well be that most of the responsibilities are undertaken by that landlord – this may occur in the case where CHO is a head leaseholder. With most arrangements of this kind, CHO initially pays the service charges to the landlord and then recovers them from you.

These schemes mostly occur when CHO has been able to buy a limited number of flats within a new development, which it can sell on a shared ownership basis. It does mean therefore that CHO will have initially purchased your home from the freeholder on a longlease (CHO is then the head leaseholder), and will then sell it to you on a shared ownership underlease (you then become the underleaseholder). In these cases there will be no direct relationship between you and the freeholder.



Your Rent and Service Charge **6**

Your Rent

If you purchased your home on a shared ownership basis, you will pay rent on the part of your home which is owned by CHO. This is to finance our own repayments on the loan we took out to provide the property; it does not cover the cost of any repairs that may become necessary.

How is the rent calculated and when will it increase?

a) Leases dated from before 15 January 1989

Rents which apply to leases originally granted before 15 January 1989 are known as 'registered rents' and are calculated by the Rent Service. Registered rents are reviewed every two years. The original rent will have been calculated by a Rent Officer who would make comparisons with rent levels in the private sector, and then make certain deductions because you have responsibility for repairing and maintaining your home, the costs of which would otherwise be included in the rent. The rent is then finally calculated in accordance with the percentage share that you own.

The rent will not be changed unless CHO applies to the Rent Service for it to be re-registered.

b) Leases dated from after 15 January 1989

Rents that apply to leases granted after 15 January 1989 are known as 'assured rents' and are calculated by CHO. Your rent is initially calculated in relation to the amount of equity that you own and the value of your home at the time that it was first purchased i.e. the higher the value the higher the rent. The rent is increased on an annual basis. The date of your increase will be found in your lease but is usually 1st April.

The mechanism for reviewing the rent will also be detailed in your lease; however, it will normally be increased by the percentage change in the RPI (Retail Price Index) over the last year, plus between ½% and 2%. We will always provide you with at least one month's notice of your annual increase. If you require further clarification about how your rent is reviewed, please contact the Senior Property Officer.

Rents are payable in advance on the 1st of each month and must be paid at the same time as the service charge.

6 Your Rent and Service Charge

Your Service Charge

Depending upon the terms of your lease you will be required to pay a service charge to CHO in order to meet the costs of maintaining and managing the block and/or estate on which you live.

What do I have to pay for?

Listed below are some of the main items that your service charge may cover:

- day-to-day repairs and maintenance
- cyclical redecoration and/or major repairs
- cleaning of communal areas
- pest control
- bin hire
- landlord's lighting to communal areas
- grounds maintenance
- building insurance
- caretaking
- maintenance and repair of communal TV aerial
- lift maintenance
- maintenance and repair of door-entry systems
- management and administration fees
- audit fees

Please note, there maybe an additional administration charges that may be added to items not listed.

You also have to make a contribution to a sinking fund or reserve which is set up to cover the costs of cyclical redecoration and major works that we do in your block or on your estate.

Depending on where you live, you may not pay for all these services. You are only required to pay for the services that are stated within your lease. The estimate that you receive each year will detail these services and the costs attached to each item.

If CHO is not the landlord who is responsible for providing the services on the estate, your lease will not specifically list all of the items that make up your service charge. However CHO will provide you with a breakdown of these each year. It is also possible that you have to pay a small ground rent. CHO will collect this at the same time as the service charge.



When do I have to pay?

a) Properties where CHO provide the services direct

The frequency of payment of service charges will depend upon the requirements of your lease.

In February of each year we will calculate how much the charge will be for the 12 months from 1 April to 31 March (the financial year) and send you this estimate of what we think we will spend, in March each year. When you receive your annual estimate we will tell you when your payments are due. This will normally be once per month and due on the first of each month in advance, paid at the same time that you pay your rent.

b) Properties where CHO does not provide the services itself

On developments where there is another freeholder who provides the services, you will still be asked to pay your service charge in monthly installments. CHO will have received an annual or six monthly invoices from the freeholder, which we will pay and then divide into monthly installments for you to repay CHO. On some of these developments the service

charge is payable from 1 July to 30 June each year and not 1 April to 31 March as detailed in a).

If you need any clarification of these arrangements please contact the Senior Property Officer.

How is my share of the service charge calculated?

Your monthly charge will be based upon a share of the estimated costs. The charge for each home is calculated either a) according to the size of your flat (square footage) or b) as an equal share or a reasonable proportion of CHO's costs in providing the services.

Please note that you are only asked to pay a share in respect of your home.

What if I think the service charge is too high?

If you think that the service charge is too high or unreasonable in some way you have the right to appeal to the Leasehold Valuation Tribunal. It would be easier if you could tell us first so that we can try to redress your complaint – please contact the Senior Property Officer if you are in any way unhappy with the service charge that we ask you to pay.

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Monitoring service delivery

Where services are provided on your scheme we will normally visit the estate on a monthly basis to ensure that the expected level of service delivery is being provided. We aim to match quality with cost effectiveness and will respond to resident's comments if you feel that we are not achieving this. Please contact the Senior Property Officer if you want to see her/him whilst on a scheme visit.

How can I pay my rent and/or service charge?

You can pay your rent and/or service charge in either of the following ways:

- by standing order from a bank or building society account
- by cash, cheque or telephone Debit/Credit card payments

If you would like to pay by direct debit or standing order, please contact the Senior Property Officer. If you cancel your direct debit or standing order, please tell us immediately.

We will send you a statement of your account once each year – if you have any difficulty understanding the statement please contact the Senior Property Officer.

If I cannot afford to pay

If you have difficulty in paying your rent and/or service charge, please contact the Senior Property Officer immediately and tell him/her what the problem is. Our staff are trained to deal with debt problems and they can ensure that you have details of where to get advice on any welfare benefits that you may be entitled to. We will do our best to agree suitable arrangements to help you catch up with your payments and bring your account up to date by installments.

If you cannot pay your charges on time or you are having problems paying, you must contact the Senior Property Officer immediately.

If I do not pay my rent and/or service charge

If you fail to pay your rent and/or service charge, you will be in breach of the terms of your lease and you may then be at risk of losing your home. If you do not make contact with us or if you fail to try to pay off your arrears, we will consider taking legal action against you.



Repairs and Maintenance 7

As a leaseholder you are responsible for all repairs inside your property. As your landlord, CHO is responsible for maintaining the structure of your block and any common areas. However, you are responsible for contributing your share to the cost of these works through your service charges.

If CHO is a Head Leaseholder, responsibility for maintaining the development, block and common parts will probably remain with the original freeholder.

Details of how to contact the freeholder or their managing agent should have been left in your home when it was first purchased. If you do not have this information please contact the Senior Property Officer as soon as possible.

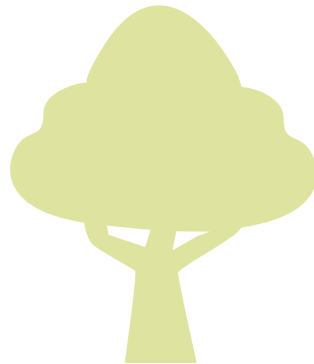
The exact responsibilities for repairs vary according to the type of lease you may have. Set out at the end of this section is a guide to repair responsibilities, which covers the most common repair and maintenance items.

Responsibilities

On behalf of the lessees, Community Home Ownership is responsible for the repair and maintenance of the communal part and grounds of the scheme. Leaseholders are responsible for the repairs and maintenance of their individual flats/houses as well as the internal redecorations and fixtures and fittings of their homes.

If the property is fitted with appliances, the leaseholder has responsibility for the servicing and maintenance of these items. We recommend regular servicing of all appliances.

If your home is fitted with smoke detectors, you are responsible for replacing batteries and regular testing of the system.



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How do I report a repair?

For repairs that are CHO's responsibility, you can:

- call us on **020 7428 1144**
- write to us, or
- send an email to our office (address contained within Section 13 – Useful addresses and telephone numbers)

When you report a repair, you can help us by giving the following details:

- your name, your full address and a telephone number where we can contact you
- what and where the problem is and why you think that it is CHO's responsibility
- whether you consider the repair to need urgent attention
- if access to a block is required, when someone will be at home or if there are any other arrangements in order to gain access

What will happen next?

We will either:

- place an order for the work to be done
- arrange for one of our surveyors to visit in order to inspect the problem and to check what works need to be ordered

What should I do if it is an emergency outside of normal hours?

For emergency repairs that are CHO's responsibility please:

- Ring our emergency repairs number **0870 444 1767**

Please note if the repair item is found to be the responsibility of the leaseholder, the full cost of the call out will be recharged to the leaseholder responsible for the repair.



Type of repair	Timescale	Examples
<p>Emergency</p> <p>these include repairs affecting the safety or basic security of a home, or potentially affecting the health of the household (we may initially only make the home safe)</p>	<p>ideally within 2 hours, but as soon as possible depending on the time of notification and the nature of the repair, but to be completed throughout within 24 hours</p>	<ul style="list-style-type: none"> • people trapped in lifts • serious electrical • faults • uncontrolled water leaks • serious structural failure • fire
<p>Urgent work</p> <p>these include repairs where attendance is necessary to make safe or undertaking a temporary repair</p>	<p>To be attended to within 3 calendar days and completed throughout within 7 calendar days</p>	<ul style="list-style-type: none"> • a door entry phone not working • partial loss of electricity
<p>Routine repairs</p> <p>something that is defective but not causing further damage or total loss of a facility</p>	<p>To be attended to within 7 days and completed throughout within 28 calendar days</p>	<ul style="list-style-type: none"> • leaking gutter • re-plastering • replacement of mains-water storage tank or cylinder • replacement of floor tiles • repairs to doors • repair to common areas of flats
<p>Non-priority routine repairs</p> <p>repairs that can be programmed for a period from the defect being reported or inspected</p>	<p>To be determined by our surveyor</p>	<ul style="list-style-type: none"> • making-up of replacement UPVC windows, or specialist equipment or parts • non-urgent fencing and pointing or brickwork

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How quickly can I expect CHO to deal with repairs?

Providing the repair item is found to be the responsibility of CHO, we have a set of six response times within which we aim to carry out repairs that are our responsibility. Repairs are put into different categories, with the following response times:

Priority 1 Emergency: To be attended to within 2 hours and completed within 24 hours.

Priority 2 Urgent: To be attended to within 3 calendar days and completed within 7 calendar days.

Priority 3 Routine: To be attended to within 7 calendar days and to be completed within 28 calendar days.

Priority 4 Specified: To be determined by Surveyor

Repairs and maintenance that are undertaken periodically

As well as doing repairs to your block and/or estate as detailed above, we undertake planned programmes of maintenance and redecoration.

These planned programmes of work are undertaken periodically to comply with the requirements of your lease which places a responsibility on CHO as landlord, to maintain the property in a good state of repair.

Consultation with leaseholders

As the cost of undertaking planned maintenance can be high, we will always undertake a comprehensive process of consultation with all leaseholders. Where we estimate that you will have to contribute more than £250 per home within your service charge, we will undertake a formal process of consultation with all leaseholders. This amount is set by the Government and may change from time to time. In these cases, we will send you a number of formal notices (under Section 20 of the Landlord and Tenant Act 1985, as amended by the Commonhold and Leasehold Reform Act 2002). These will tell you why we are doing the work, what and who will be involved, how much the contract will cost and your contribution to it, and will offer all leaseholders the opportunity to nominate a contractor.

Your home and its surroundings 8

The following section deals with a number of additional issues which may periodically affect you and how you live in your home.

Insurance – is my home insured?

Where CHO is the freeholder, we are responsible for arranging insurance of the block and therefore the structure of your home –this is known as buildings insurance and it is arranged through CHO's block policy. This means that we have an insurance policy in which all our properties including rented and leasehold are insured. Your share of the insurance cost is then charged through your service charge. We renegotiate the cover periodically through our broker to insure that we achieve the best value for money.

(NB If CHO is not the freeholder, and another landlord maintains the block and development, then this landlord will most likely be responsible for insuring the block also).

Our buildings insurance does not include your contents, other than the permanent fixtures, of your home. We would strongly advise you to insure the contents of your home.

The cover provided by our policy is known as “all risks” and includes accidental loss, destruction or damage to the property insured, including destruction or damage by fire, lighting, explosion, theft, flooding, bursting or overflowing of water tanks and apparatus. For example, if the resident of the flat above you caused flooding of your home due to an overflowing washing machine, then the damage caused to your flat itself would be covered. This might include redecoration, repairs to electrics etc. However it would not cover damage to your contents e.g. carpets, TV etc – these items must be covered by your own contents insurance.

For every claim that is made on our policy, there is an excess of **£100**, which is **payable by the leaseholders**. With regard to any claim relating to subsidence there is an excess of **£1,000**. You should note that a claim cannot be made in respect of wear and tear or deterioration within the property, or in respect of an item of general repair.

8

Included within our policy we have arranged property owner's liability insurance to protect you as an owner, in respect of accidental bodily injury or accidental damage to property arising out of a building defect for which you are responsible, this is for an amount not exceeding £2 million. The interests of any mortgage lenders are automatically noted on the policy so that you do not have to do this individually.

Irrespective of who is the freeholder of your development, if you need to make a claim on the policy, you should notify the Senior Property Officer immediately giving full details of what has happened and the damage/loss that has occurred. We will then process and pass on the claim to our insurers for you.

Please note that this handbook only provides a summary of the cover that is provided. The exact terms and conditions are laid out in the Master Policy. If you need a copy of the Master Policy this can be provided by contacting the Senior Property Officer – we may make a small charge for providing this copy.

Can I keep pets in my home?

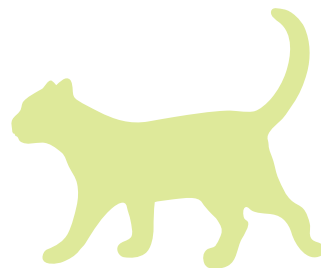
This may be possible; however you must get our written permission.

What do I do if I am having a dispute with my neighbour?

If the dispute is a personal one, you should try and resolve it between yourselves. If you cannot do this; there will be a local Mediation Service who may be able to help you. They are independent, voluntary organisations whose workers are trained to help neighbours to resolve their disputes. To find out who is your local mediation service you should ask at your local council offices.

We have a policy for dealing with anti-social behaviour, neighbour nuisance and harassment. We aim to take firm and prompt action in dealing with disruptive residents and other people causing a nuisance or harassment.

In dealing with cases of anti-social behaviour and neighbour nuisance, our staff will not take sides but will aim to resolve disputes and to stop anti-social behaviour.



What is anti-social behaviour?

Anti-social behaviour is defined as behaviour that goes against society's accepted standards of behaviour. This can include criminal acts and less serious nuisance, such as dumping rubbish. The term 'anti-social behaviour' does not have any legal status.

What is nuisance?

Nuisance is defined as behaviour that unreasonably interferes with other people's rights to use and enjoy their home and community. This can include playing music loudly at night. The term 'nuisance' does have legal status. In other words, the law recognises it as a reason for a landlord to seek possession of property, and a court can order a 'statutory nuisance' to be stopped.

What is harassment?

Harassment is different from nuisance. Harassment is defined as behaviour that is deliberately calculated to cause annoyance or distress to others, usually repeatedly.

If you think you are suffering as a result of anti-social behaviour, nuisance or harassment, please contact the Senior Property Officer.

Cleaning the communal areas

If you live in a block of flats, either CHO or the freeholder's managing agent is generally responsible for cleaning the communal areas. This cleaning will be carried out by a contractor or by a caretaker on our staff – the cost is included in your service charge.

Maintaining the landscaped areas

In most cases either CHO or the freeholder's managing agent will also be responsible for looking after the landscaped communal areas (such as grassed areas, shrubs, borders and trees).

Cars and parking

Parking areas are either communal or spaces will have been purchased by individual leaseholders. All vehicles in these areas should display a valid tax disc. If your block is located within a street, remember that this is a public highway, and therefore you do not have exclusive rights to park directly outside your home.

Parking facilities must not be used by business vehicles, unroadworthy vehicles or caravans, or for carrying out major car repairs.

9 Key Worker Shared Ownership

A number of our shared ownership schemes have been sold specifically to applicants who are regarded as Key Workers.

What is a Key Worker?

A Key Worker is defined by the local authority and can include the following professions:

- Education
- Health
- Police
- Prison Service
- Probation Service
- Social Work
- Local Authority Planning
- Firefighters.

The lease that you buy if you are living in a property specifically for Key Workers is very similar to most standard shared ownership leases. However there are some very important differences that you should be aware of.

If you cease to be a Key Worker

If you change jobs or leave the profession that you are in you will not be able to remain as a shared owner if you are no longer categorized as a Key Worker. In this case you will have two options:

- You allow CHO to nominate a Key Worker purchaser who will then buy your share (CHO will normally have up to 8 weeks in which to find another Key Worker)
- In the event that CHO fails to locate another Key Worker within the 8 week nomination period you will be required to purchase the remaining equity of your home, however you will have up to 2 years in which to do this (5 years if your property has been purchased under the New Build Homebuy Scheme).

The only circumstances in which these two requirements do not apply are if you cease to be a Key Worker for the following reasons:

- You are made redundant by your employer
- You retire from your job
- You leave your employment on health grounds.

It is most important that you contact the Senior Property Officer if any of the above circumstances arise.

Please note, from time to time, we will be contacting you for verification to show that you are still classed as a 'Key Worker'.

If you wish to sell your home

Strictly speaking if you need to sell your shared ownership home, it must be sold to another Key Worker or failing that you must purchase the remaining equity.

For further information please see section 10 – Selling Your Home.



10 Selling your home

Shared Owners (except Key Worker Schemes)

You may sell your share of your home at any time. This is known as an “Assignment”.

According to the terms of your lease you must normally allow CHO the opportunity to find a purchaser from our waiting list. We do however; have a time limit within which to find a suitable nominee. This will be detailed in your lease, however, in most cases we will have a period of 12 weeks from the date of receipt of your written notice to find a purchaser for you. If we fail to find a purchaser for you within that period, you will be free to sell your share on the open market. We normally have a large number of people who are interested in shared ownership schemes so it is unlikely that you will have to find your own purchaser.

The sale price is based on a valuation that is carried out by an independent chartered surveyor. This will be arranged by CHO but at your own expense.

Should you wish to sell your home you must first contact the Senior Property Officer who will send you a letter asking for your payment to cover the cost of the valuation. On receipt of your cheque, we will instruct a valuer to carry out a valuation by prior appointment with you. The valuer will make a report to us and we will then write to you to explain how much your share is worth and enclose a copy of the valuer’s report.

CHO has a right to nominate a purchaser and should you wish to proceed with the sale, you must sign and return a declaration that you agree to pay our administration costs. These costs will be determined by the lease, and will either be 1% of the value of the share or our reasonable costs.

A number of suitable nominees will then be selected from our waiting list and a letter sent, asking them to contact you, if they are still interested, to make an appointment.

If interest continues we will prioritise the applicants according to our sales policy and offer the property to those who are most in need.

The purchaser is then advised to apply for a mortgage and to instruct a solicitor. You will also be asked to instruct a solicitor at this stage. CHO will also notify its own solicitors.

Completion of the assignment will take at least 8 weeks and remember, your purchaser has to go through all the stages you went through when you first purchased the property.

When the purchaser has a mortgage offer and has signed the Agreement to buy, you will be contacted by your solicitors to sign your part of the Agreement. At this point, CHO will have to sign a “Consent to Assign” which gives permission for you to sell your home to the purchaser.

When the solicitors have all the agreements and a deposit from the purchaser they will exchange contracts (i.e., make the sale legally binding) and set a date for completion.

The purchaser’s solicitor sends the purchase price, less any deposit previously paid to your solicitor. Once this money is received the sale is complete and possession is passed from you to the purchaser. You will normally vacate the property by mid-day on the day of completion.

NB If you are in arrears with rent and service charge, completion must not take place unless the arrears are cleared as part of the completion of the sale.



10

Key Worker Shared Owners

If you purchased your home under the Key Worker scheme, the procedure for selling your home is different from that already detailed.

There is still a nomination clause within the lease, so that you are required to allow the Association to find another Key Worker to buy your share. However if CHO are unable to locate another Key Worker, then unless you find a Key Worker yourself, you will have no option but to buy the remaining share of the equity. We strongly advise you to contact the Senior Property Officer if you are contemplating selling your share.

Outright owners

If you have bought your home outright then there are no restrictions on who can buy your lease.

You are free to sell your home when ever you wish however there are a number of things that you should remember to do before you leave your home:

- give us your new address
- make sure that your service charge payments are up to date and that your solicitor has arranged with you and the new owner who will pay the service charge and costs for major works up to the next invoice
- remove all of your belongings
- make sure your home is in a safe, clean, tidy condition
- give the utility companies (such as gas, electricity and telephone) your new address.

Buying additional equity 11

As a shared owner you have a right to purchase additional equity in your home until you own it outright.

If you have purchased a new home direct from CHO on a shared ownership basis and you have lived in your property for a year, you have the option of buying a further share or even buying it outright. However, if you bought your home from another shared owner you do not have to wait a year.

Purchasing extra shares is often known as “staircasing”. It is normally done in multiples of either 10% or 25%, which can be confirmed by consulting your lease, or if you are still in doubt please contact the Senior Property Officer.

You buy further shares at the current market valuation. This valuation is carried out by an independent chartered surveyor. This must be arranged through CHO; however you will be responsible for paying the cost of the valuation. To do this you should in the first instance write to the Senior Property Officer suggesting that you would like to purchase an additional share. You will have to instruct a solicitor and you should consult your lender to ensure that you can afford to increase your mortgage.

As you purchase additional shares in your home, then the rent that you pay to CHO will reduce, although of course your mortgage repayments will increase. Once you have purchased your home outright you will no longer be required to pay rent at all. However if you pay a service charge, this will not be affected.



12 Having your say

Your legal rights to consultation

The Leaseholder is regulated by the Housing Corporation, which also monitors our performance and ensures a considerable degree of accountability in relation to our activities.

As a leaseholder of CHO you have the benefit of the Charter for Housing Association Applicants and Residents, which is published by the Housing Corporation to advise residents regarding what we must do to comply with the Regulatory Code, and also to advise you about any standards that are considered good practice, which we should normally comply with.

You should have been given a copy of the Charter, however if you do not have one please contact the Senior Property Officer.

In particular the Charter requires that we:

- give you information about the type of service charges that you are asked to pay
- give you information if you are having difficulty in paying your charges

- must give you information and ask your views regarding long term plans for major maintenance work.

You also have legal rights to be consulted about service charge expenditure on major works and long term contracts if your contribution exceeds a specified statutory limit – this is known as Section 20 consultation (Commonhold and Leasehold Reform Act 2002), see Section 4 – Your right to be consulted.

Residents Associations

Whilst we will undertake a regular schedule of customer satisfaction surveys, by way of written and telephone questionnaires, we are very keen to also encourage the formation of Residents Associations where it is both practical and desirable on the part of the residents.

A recognised Residents Association has rights bestowed upon it by a number of pieces of leasehold legislation. In particular, the Landlord and Tenant Act 1985 and Commonhold and Leasehold Reform Act 2002, give specific rights to Residents Associations in relation to service charges and the process of consultation. The Leasehold Reform,



Housing and Urban Development Act 1993 and the Housing Act 1996 provide specific rights in relation to scheme audits and management. It is essential therefore to ensure that the formation of a Residents Association is undertaken in such a way as to enable it to benefit from these rights.

A Residents Association should be:

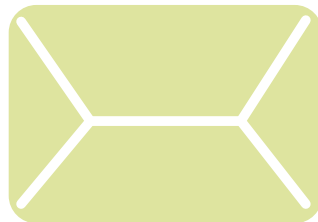
- Based on a specific residential area, e.g. an estate, but it could be a type of property, for example several blocks of flats owned by the same landlord but not necessarily adjacent to one another
- Open so as not to exclude anyone who lives in the block/development
- Able to show it has the support of the people it aims to represent
- Striving to encourage as many people as possible, of all types and backgrounds to get involved
- An organisation with an active Equal Opportunities policy
- Organised around a constitution and a committee which is not only acceptable to its members but also to Community Housing Group
- Run by a committee elected each year at an Annual General Meeting.

A check list of essential constituents

for recognition is as follows:

- a written constitution
- regular elections
- open financial meetings
- regular minutes meetings
- membership open to all service charge paying leaseholders (membership should be made up of at least 50% of the leaseholders within a development, although joint owners will only count as one leaseholder for the purposes of voting, membership etc.)
- a commitment to equal opportunities.

In order to receive further information about starting up a Residents Association, please contact the Property Manager at our Chalk Farm Office.



12

Making a Complaint

CHO encourages people who are dissatisfied with services we provide to bring their concerns to us.

This helps CHO to:

- put right anything that has gone wrong
- make sure we apologise if appropriate
- avoid future mistakes
- consider ways of improving our services
- re-assure residents that we do listen and are prepared to change

We base our procedure on the following principles:

- to be fair, impartial and consistent
- to resolve complaints quickly on the basis of thorough investigation
- to deal with each complaint professionally, competently and in confidence
- to keep complainants properly informed of progress and decisions

What is a complaint?

A complaint is where someone alleges that CHO has:

- done something the wrong way
- done something it should not have done
- failed to do something it should have done
- failed to provide the required quality, frequency or method of service delivery

This could be about:

- the standard of service provided
- the behaviour of CHO staff or a contractor
- the way we have dealt with a problem
- a decision seen as unfair or unclear
- failure to provide full information



What do I do if I want to complain?

You can make a complaint in any of the following ways:

- using the formal complaints form (this can be obtained from the Senior Property Officer)
- by letter, fax, email or via CHO's website
- by telephone or in person.

If you make your complaint verbally, the officer receiving it will record it on a formal complaints form F1, and send a copy to you by way of confirmation.

Written complaints can be accepted from someone else acting on your behalf. However, you must sign the form or letter to confirm that the representative is acting for you.

This is **stage 1** of the procedure and we hope to be able to resolve your complaint to your satisfaction.

However if you are not satisfied with the response to stage 1 you may move onto **stage 2** of the procedure, when your complaint will be considered by the departmental Assistant Director.

If stage 2 does not resolve your complaint, the matter can be passed to **stage 3** where it will be considered by the Board Complaints Panel, which is made up of three Board members one of whom will be a tenant/leaseholder representative.

If stage 3 fails to satisfy your complaint, you can then refer the matter to the Housing Ombudsman Service (HOS) (details are in section 13 – Useful Addresses and telephone numbers).

CHO is legally required to register as a member of the Housing Ombudsman Service.

All residents in homes managed by a provider of housing services registered with HOS can make a complaint to the Ombudsman. All social landlords (housing associations) registered in England are included, as are certain private landlords and management agents.

13 Useful addresses and telephone numbers

Community Housing Group

100 Chalk Farm Road
London NW1 8EH
020 7428 4307
www.communityhousing.org.uk

Community Home Ownership (CHO)

Team switchboard
020 7428 1144

Housing Corporation

Waverley House
7-12 Noel Street
London W1F 8BA
0845 230 7000
www.housingcorp.gov.uk

LEASE – Leasehold Enfranchisement and Advisory Service

2nd Floor
31 Worship Street
London EC2A 2DX
020 7374 5380
www.lease-advice.org

Housing Ombudsman Service

Norman House
105-109 Strand
London WC2R 0AA
020 7836 3630
www.ihos.org.uk

Residential Property Tribunal Service

10 Alfred Place
London
WC1E 7LR
020 7446 7700

Mediation UK

Alexander House
Telephone Avenue
Bristol
BS1 4BS
0117 904 6661
www.mediationuk.org.uk





