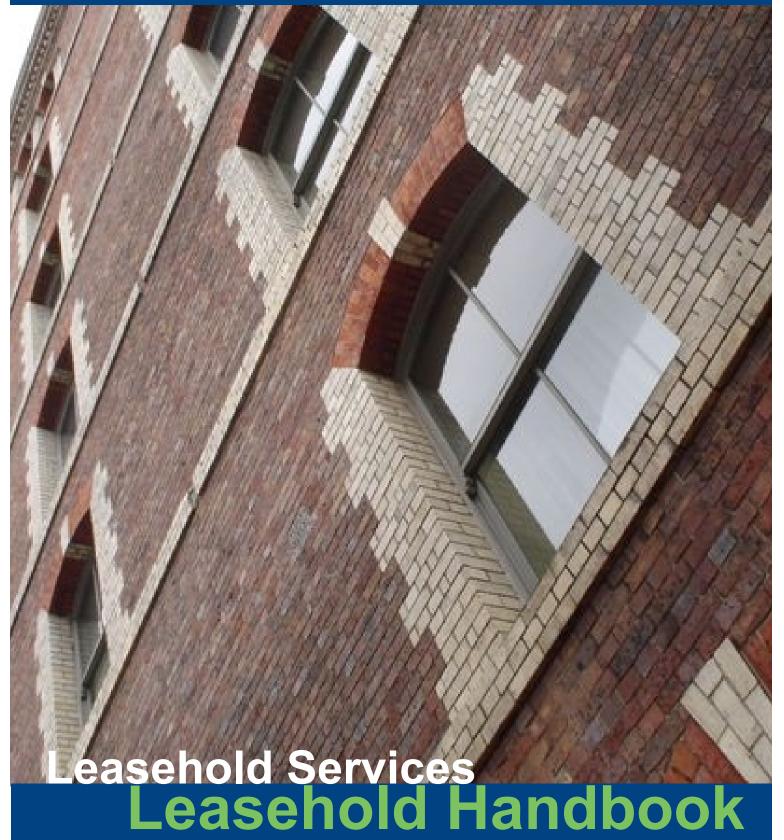


your council working for you



June 2011

Leaseholders Handbook

A guide for Leaseholders whose homes are managed by South Kesteven District Council

This handbook is intended to explain the requirements and arrangements that apply to the management of South Kesteven District Council's leasehold properties.

SKDC ensure that the interests of leaseholders are recognised as an important and growing aspect of our service. We need to ensure that this aspect of our service is delivered in a manner that provides value for money and any expenditure is justified and subject to consultation and scrutiny.

With the rights you will enjoy as a leaseholder come responsibilities and we have tried to ensure these are clearly described and explained

About this Handbook

Who is it for?

This Handbook is for people who are:

- Leaseholders in a block of flats where South Kesteven District Council owns the freehold
- Council tenants who are thinking of buying the flat in which they live
- Anyone who is thinking of buying a flat from a Leaseholder

What is it for?

- To explain your rights and responsibilities as a Leaseholder and the Council's responsibilities and rights as the landlord of your block;
- To give help and advice about being a Leaseholder in a shared block of flats, and tell you about the services to which you are entitled;
- To explain about Service Charges and why you have to pay them.

This Handbook provides useful information about your Lease, your Landlord and the Management of the block/estate in which you live. It also provides answers to questions that are frequently asked by Lessees.

This Handbook is only a summary of the Terms of your Lease, and does not override your Lease or any other legal agreements (including a mortgage deed). You must not rely on it if any legal difficulty or dispute arises in connection with your Lease. If this happens, you should take independent advice from a solicitor, law centre or Citizens Advice Bureau.

The booklet will be updated when there are issues which affect the service such as changes to policies and procedures, Legal duties etc.

Introduction

Your block and estate are managed from a local Estate Office, on behalf of South Kesteven District Council, by our Housing Management Team.

Your leasehold officer is responsible for the day-to-day management of your home and the block/estate in which it is situated. This includes, for example:

Estate/block cleaning and grounds maintenance services;

Tackling neighbour nuisance;

Dealing with building insurance queries/claims;

Dealing with estate parking queries and shed/garage lettings.

Service Charges

Your leasehold officer is the first point of contact if you have a query, including reporting repairs for which the Council is responsible.

If you have a repair contact repair line using 01476 406170. Or using the free phone in the local area housing offices. Address details at back of handbook. If the repair is one for which you are responsible (see Section 3 for more information), you will be invoiced for the cost of the work.

Communal repairs and maintenance have to be reported to the repair line using the phone number 01476 406170. Or using the free phone in the local area housing offices.

Emergency Repairs

The Council has an Emergency Repair Service to deal with very urgent repairs outside normal working hours: Telephone: 01476 590044

Emergency repairs include:

- Dangerous electrical fault;
- Fire damage:
- Heating failure involving elderly person;
- Major plumbing fault, resulting in large-scale loss of water.

The Emergency Service only deals with very urgent work, not jobs that can safely be left until normal working hours. The workmen will only make safe or do a temporary repair out of normal working hours. Permanent repair works are left for normal working hours, therefore please do not expect the job to be done fully during emergency hours.

CONTENTS

Section 1

Rights and Responsibilities

- Your Lease explained
- The Leaseholder's main obligations
- The Council's main obligations
- Your rights as a Leaseholder
- Your responsibilities as a Leaseholder
- Our rights as Landlord
- Our responsibilities as the Landlord
- Rights of entry
- Consultations
- The Law

Section 2

Buying, Selling, Subletting & Forfeiture of a Leasehold Flat

- Buying a leasehold flat and becoming a Leaseholder
- Selling your lease, or leaving it in your will
- Losing your home by forfeiture of repossession
- Buying the freehold of your block
- Sub-letting your home

Section 3

Repairs and Maintenance

- Who is responsible for repairs?
- How to report a repair which is the responsibility of SKDC
- Making sure you get a good service
- Repairs to your own flat
- Doing your own alterations
- Home Improvement Loans

Section 4

Management of your Block

- Living in a flat
- Shared areas and services
- Legal Definition of Anti Social Behaviour
- You and your neighbours
- Noise how can we help you?
- Harassment
- Racial harassment
- Vandalism and Graffiti
- Pets
- Gardens
- Satellite dishes
- Car parking
- Garages
- Refuse
- Condensation
- Rats, mice and other pests
- General rights of entry

Section 5

Service Charges

- Why do I have to pay Service Charges?
- How your Charges are made up?
- How costs are apportioned?
- How you get your bill?
- Paying your bill
- The first five years Section 125
- Major Works Your right to be consulted
- Charging for Major Works
- If you have difficulty paying your Service Charges
- What if I don't agree with my charges?
- What happens if I don't pay my charges?

Section 6

Having your say

- What is a Tenants/Residents Association?
- Why join an Association?
- Leaseholder Focus Group
- What if I do not want to join an association?
- How do I make a complaint or give a compliment?
- Unhappy with response
- Useful Telephone Numbers

Section 1 Your Lease, Rights and Responsibilities

Your Lease explained

- The Lease is a contract between you and the Council. It gives you and your successors the right of possession of your flat for a long period (initially 125 years) provided you keep to the terms of the Lease.
- The Lease document sets out these Terms and Conditions. It is a legal document - keep it in a safe place. We can give you a copy if you lose it, but a fee will be charged for this. You should have your own copy.

The Lease can be difficult to understand. Before you bought the property your solicitor should have explained your Lease in full so that you understand both your responsibilities and the Council's responsibilities.

Your lease is a legal document that governs the relationship between you and the landlord, setting out their and your rights and responsibilities. The lease sets out how a property should be managed and maintained. The conditions of the lease can be enforced by law, and both sides must keep to them.

Any variations (changes) to your lease may be possible if both sides agree. However, you will need to get independent legal advice before you ask for your lease to be altered.

- The Lease only allows you to use your property as a private dwelling.
- When you purchase a flat or maisonette from the Council, you purchase a Leasehold interest in the property; the Council retains the Freehold interest. As Freeholder, the Council owns the land on which the property is built and charges a ground rent.
- Ground Rents on properties sold under the Right to Buy are normally £10 a year.
- We will serve you with an annual 'notice of ground rent' when it falls due for payment.

The Lease will tell you

- What parts of the property have been sold to you (the Demised property);
- What rights you have over communal parts of the building (the Reserved property);
- What rights you have over communal land (the Estate);
- The proportion of costs of repairs, maintenance, improvements and cleaning for which you can be charged.

The Council has issued a number of different Leases as changes to the law and Council Policy have occurred. Your Lease is an important document, as it sets out your rights and responsibilities as a Leaseholder, and those of the Council as Freeholder. If you have lost your copy of the Lease, you should contact your mortgage lender. They will normally be able to supply you with a copy. If you do not have a mortgage or they are unable to help, please contact the Leasehold Officer on 01476 406023 who will be able to supply a copy, for a small charge.

You own and are responsible for the maintenance and repair of everything inside your home and that which relates solely to it. This includes

Internal wall, plasterwork and floor surfaces;

- Tanks, cisterns, drains, conduits, plumbing and wiring which serve only your home;
- Window glass(but not the frames);
- External doors to your home (but not the door frame), internal doors and frames;
- Gardens and steps of which you have sole use;
- Internal fixtures and fittings, unless they belong to the Council; for example entry phone handset and system, or communal TV aerial and socket;
- Internal decorations.

The Council owns and is responsible, for the maintenance and repair of the exterior elements and main structure of the building and estate complex. This includes

- Main structural parts of the building including the roof, foundations and walls;
- Joists and beams:
- Loft spaces and fixtures and fittings which serve more than one home;
- Tanks, cisterns, drains, pipes, gutters, sewers, ducts, conduits, plumbing and wiring which serve more than your home;
- Front door frames and window frames to your home;
- Communal hallways, corridors, stairways, doors, door frames, lifts and other shared internal spaces;
- Communal gardens, paths, parking areas, recreation areas and other shared external areas;
- The heating system if there is a communal one.

The Leaseholder's main obligations

As a leaseholder you must

- Pay all service charges within 21 days as they become due;
- Keep your home in good repair including internal decorations;
- Keep your home in a clean and tidy order;
- Allow the Council or its contractors or workmen access to your home where reasonable notice is given, or in an emergency;
- Notify the Council if you sublet (where subletting is allowed) the property and provide an address where you can be contacted

As a Leaseholder you must not

- Make alterations to the building without the Council's prior consent;
- Use the building for business purposes;
- Cause a nuisance or annoyance to neighbours or let other members of your household (including tenants) do so;
- Cause damage to the building;
- Fix or display any sign or otherwise disfigure any wall, fence or window which forms part of the building.

South Kesteven District Council's main obligations

In accordance with the terms of the Lease, the Council must

- Maintain and repair the structure and exterior of the building, including decorations;
- Maintain and repair all communal areas both internally and externally;
- Consult with you concerning certain repairs and improvements;
- Insure the building, and carry out repairs to it, following loss due to events such as fire and flood.

The Right to Charge

Your Lease contains the authority under which the Council is allowed to charge you for repairs, alterations and improvements to your block of flats. The items for which we can charge do vary according to the terms of individual Leases, and these have to be taken into account when we send a Section 20 Notice for Planned Works. This could mean that your charge could be different to that of your neighbours.

Insurance

Who insures my home?

- The Council is responsible for insuring the structure of the building up to its full reinstatement value. This is known as Building Insurance. The terms of your Lease allow the Council to recharge to you the cost of the annual premium. The terms of your Lease require you to have this insurance.
- Where applicable, the interests of your mortgage company will be admitted in the Policy. To ensure adequate cover is maintained, valuations are index-linked to rise each year in line with inflation. The Council is able to achieve a very competitive rate for its insurance cover.
- Dependant upon the type of building, your flat will be included on one of two
 policies. These two policies cover low and medium rise flats (up to 5 floors)
 and high rise (tower) blocks.

Low & Medium Rise

- Insurance on these properties covers all the main risks: fire, explosion, lightning, aircraft damage, storm or flood, burst pipes and tanks, smoke, damage caused by falling trees or branches, riot and malicious damage. Full details are contained in the leaflet titled 'Statement of Cover Buildings Insurance' issued by the Council's Insurers. If you do not already have a copy of this, one can be obtained from the Leasehold Management department at South Kesteven District Council.
- Buildings insurance does not cover the contents of your flat (such as your furniture, decorations and personal possessions); to cover these, you should arrange your own Home Contents Insurance.

What if I do not have Home Contents Insurance?

- If you do not have Home Contents Insurance you are taking a big risk.
- Suppose you had a fire, a flood or a break in, in your home. Could you afford to replace your furniture, clothing and household possessions? What if you live in an upstairs flat or maisonette and your bath overflowed and flooded out your downstairs neighbour? You would be responsible for the damage, but could you afford to pay if your neighbour took you to court?

What will it cost?

 Home Contents Insurance need not be expensive, and most companies will let you pay in installments. There are many insurance companies offering this type of insurance, costs will vary, so it pays to shop around for a good deal.

Your rights as a Leaseholder

First and foremost, the right of peaceable occupation of the flat for the term of the lease usually referred to as "quiet enjoyment". In addition, the leaseholder has the right to expect the landlord to maintain and manage the building and the common parts – that is, the parts of the building or grounds not specifically granted to the leaseholder in the lease but to which there are rights of access, for example, the entrance hall and staircases.

- To be consulted on major repairs to blocks, see Consultation at the end of this section for more information
- You have the right to make internal alterations to your flat subject to the appropriate permissions and regulations
- You have the right to expect South Kesteven District Council to manage issues in your block, estate or area.
- You have the right to sell your Lease, but must advise us in writing of change of ownership
- You have the right to take in lodgers or rent your flat, but must advise us in writing

Your responsibilities as a Leaseholder

Your exact responsibilities depend on your Lease but generally you are required

- To pay your share of the costs of managing and maintaining your block
- Not to allow nuisance within your home which may annoy or cause inconvenience to your neighbours
- Not to cause the Insurance Policy to be invalidated or the premium to be increased
- To keep the inside of the flat in good order

Our rights as the Landlord

South Kesteven District Councils has overall management responsibilities for your home, estate and area; and has the following rights

- To make decisions on management repairs and maintenance and improvements to your block
- To make charges for the management and maintenance of your block
- To immediate entry to your property in an emergency situation
- To general right of entry to inspect, with reasonable notice (See Section 4 Management of Your Block for more information).

Our responsibilities as the landlord

Exact responsibilities depend on your Lease but we are generally required

- Provision of services for heating, lighting in common areas, cleaning, grounds maintenance etc; caretaker, scheme manager or porters services.
 Insurance - obtaining and arranging the insurance of the building.
- To do repairs, maintenance and major works upkeep of the structure of the building, to maintain it in a proper condition for the residents.
- Enforcement of tenants' covenants for example, regulation of the use of the flats, against sub-letting, business use etc, enforcement of lessees' rights of quiet enjoyment (peaceable occupation) in the event of disturbance by other residents.

Do I have to provide South Kesteven District Council right of entry into my property?

Yes. According to the terms of your lease you have to permit entry into your home any South Kesteven District Council employee, which includes our contractors, to inspect, investigate, maintain and repair a fault, if it is our responsibility to do so. In such a circumstance we will give you reasonable notice, although this may not be possible in cases of emergency.

Consultation

We have to consult you about any repairs to your block which are likely to cost more than £250 for each Leaseholder per repair. Or where the landlord has entered into a 'qualifying long term agreement'. Work that is undertaken for a term of more than 12 months and results in the leaseholder contributing more than £100.00 each year.

Summary of Procedures for Repairs and Major Works

- ◆ Summary of procedures for Repairs and Major Works
- Serve a Notice of Intention
- Allow 30 days for observations on proposed works and Nominations for Contractor
- Obtain Estimates
- Serve S20 with Details of Estimates obtained and, where these may be inspected, invite observations
- ◆ Allow 30 days for observations to be received
- ◆ Award contract to successful bidder

This consultation process is compulsory except in emergencies, such as gale damage to the roof where the building needs to be made secure and watertight.

The Law

There are several Laws and Acts of Parliament protecting your rights as a Leasehold tenant. If you are not sure of your rights, a solicitor can advise you, or you can contact the Citizens Advice Bureau (see the list of useful contacts at the end of this booklet). The main Acts of Parliament covering Leasehold tenancies are

- Housing Act 1985
- Landlord and Tenant Acts 1985 and 1987
- Housing & Planning Act 1986
- Leasehold Reform, Housing and Urban Development Act 1993
- Housing Act 1996
- Commonhold & Leasehold Reform Act 2002
- Housing Act 2004

You can see copies of these Acts at main public libraries.

Section 2 Buying, Selling, Subletting and Losing a Leasehold Flat

Buying a Leasehold flat and becoming a Leaseholder

There are two ways in which you can buy the Lease of a council flat

- Under the Right to Buy in accordance with the Housing Act 1985, if you are a council tenant and you are already living in the flat (subject to certain conditions);
- By purchasing the Lease from the current leaseholder (if the flat has previously been bought under the Right to Buy and is being sold again).

In both cases you should get a solicitor to act for you, or at least someone who is qualified to protect your interests in buying the Lease. It is important to know what charges are due on the property in order to ensure they are dealt with before the sale. Unless you are the first Leaseholder, you may have to pay some charges incurred by the previous Leaseholder, if they are not cleared before the sale.

If you purchase the Lease from the previous Leaseholder you must tell us straight away. As Landlord we have the right to know who is responsible for the flat.

You have the right to mortgage your flat to a mortgage lender.

Principal Right to Buy Regulations affecting the purchase of a flat

If you are a Council Tenant and are exercising the Right to Buy on a flat, you are entitled to receive a discount on its value, which will be based upon the number of years that you have been the Tenant of a Council or other selected public sector bodies.

For the first three or five years after you buy the flat (dependant upon the purchase date) the amount of the discount is recorded as a Legal Charge. If within that period, you re-sell the flat, the discount or a proportion of it must be repaid to the Council. You should seek advice from your solicitor if you are considering selling your flat within the first three/five years after you have bought it under the Right to Buy.

Further information on the Right to Buy can be found in a booklet called "Your Right to Buy Your Home" available from South Kesteven District Council, which is sent out when a request for an application form for the Right to Buy is made.

Selling your Lease or leaving it in your Will

Selling your flat

You have the right to sell your Lease to anyone you want, or alternatively, leave it to someone in your Will or give it as a gift, but you should get a solicitor to help you, to make sure everything is done legally. When you sell your flat, or ownership passes to another

person, you must tell us in writing within 21 days of the sale, and the transaction should be properly carried out.

Your solicitor should check details of all ground rent, service charges and insurance policies, so that these can be taken into account when the transfer is completed. We charge fees to register a transfer and to record the interest of the bank or building society that has granted a mortgage against a lease; these are £10 each as at 1st April 2004, but are subject to review.

If you sell your Lease or leave it to someone, you must make sure that it is all done legally to protect your interests and the interests of the person to whom you are selling or leaving the lease.

Unless there is a proper legal document to show that someone else is now the Leaseholder, you will still be liable in law for any charges on the property.

If you die, and you have not left the Lease to anyone in your Will, your executors will have to decide what to do with your Lease. Any service charges still unpaid will be charged against your estate. If you have anyone to whom you would wish to leave your flat, such as your partner or children, you should seriously consider making provision in your Will.

If you sell your property, the Council would ask you to let us have a forwarding address in case we need to contact you – we may want to give you a refund for overpaid Service Charges.

Losing your home by forfeiture or repossession

You should be aware that there are some circumstances where the Council or your mortgage lender could apply to the courts for possession of your home.

Forfeiture

Forfeiture is where the Council applies to the Court to end your Lease because you have broken the Lease conditions. This could happen if

- You do not pay your service charges and the amount concerned is more than £350 or a smaller amount that has been outstanding for more than 3 years;
- You cause nuisance and/or harassment to your neighbours.
- Breach of lease

If the Court decides that you have committed a serious breach of the terms of your Lease, it may terminate the Lease and grant us possession of your flat. In such a case, you would lose your home and would not normally be entitled to any payment or compensation. Also you could be responsible for reimbursing all the Council's expenses, legal costs and surveyor's fees involved in the action, regardless of whether the Lease is terminated.

Forfeiture is a severe remedy and, as a responsible landlord, we only use it where it is necessary to protect the interests of the Council, its tenants and other leaseholders. In the case of service charges, we will always try to help people who have genuine financial problems. Before applying for forfeiture for unpaid service charges, we would have to satisfy

a Leasehold Valuation Tribunal that the charges were reasonable and the leaseholder had made no attempt to pay them.

Repossession by a mortgage lender

If you have taken out a mortgage to buy your lease, your mortgage lender has a 'legal charge' on your home. This means they can apply to the courts for repossession if you do not pay your mortgage. If the court grants them possessionthey have the right to evict you and sell your lease and take what you owe them out of the proceeds. They must give you any proceeds left over, except where someone else, such as the Council as your landlord, also has a legal charge on the property for money which is owed to them.

If you have problems paying your mortgage or service charges, do ask someone for help. The Citizens Advice Bureau and the Council have trained Money Advice Counsellors. Do not leave it until you are about to be evicted. We will always try to make an arrangement over service charges, and mortgage lenders will always discuss terms for making mortgage payments.

Buying the freehold of your block (Enfranchisement)

If at least two-thirds of the residents in your block are leaseholders, you can apply jointly to buy the freehold of your block and manage it yourselves. This is called 'enfranchisement'. If you and your neighbours qualify under the enfranchisement rules, we cannot refuse to sell you the freehold.

- You, as a group, would effectively become the owners of the building and the ground on which it stands, and would need to form a management committee for your block.
- As the Council would no longer be your landlord, you would all be jointly responsible for the maintenance and management of the block.
- You would however, no longer be able to call on South Kesteven District Council if you had problems with your neighbours.

If the Council still had any rented properties in the block, we would be represented on your management committee. You would charge us our share of management and maintenance costs in the same way as we now charge you Service Charges.

Sub-letting your home

Lodgers and sub-tenants

You have a right to take in lodgers or rent your flat to anyone you want. You do not have to ask our permission, but you must tell us and your mortgage company. It is important that, when taking in lodgers, you do not become overcrowded. A lodger is someone who shares your home with you, as if they were a member of your family. A sub-tenant is someone who rents your flat when you are not living there and you must tell your mortgage lender if you wish to sub-let, as some mortgage companies do not permit this. Lodgers and sub-tenants do not have the same rights as you and, in the event of your flat

being repossessed by your mortgage lender or landlord; they would be evicted.

- You should be aware, however, that if you let someone else rent all or part of your home, you become their landlord and you will be creating a tenancy, which could be difficult for you to end. You could have considerable difficulty making them leave if you wanted your flat back, you could also have problems selling your lease if you have a 'sitting tenant'. You are also responsible for ensuring that the sub-tenant complies with all obligations laid out in the terms of your lease. It is important that you have a clear and concise written agreement in place when you sub-let, in order to give you appropriate recourse through the courts.
- To comply with the provisions of the Council's insurance policy, any sub-letting must be in the form of a legally binding shorthold tenancy agreement. South Kesteven District Council should be notified of this and be made aware of your address, as you would still be the person to whom all correspondence is sent regarding the flat.

Failure to provide proof of a tenancy agreement could increase the Insurance Premium you have to pay by as much as 35%.

Section 3 Repairs and Maintenance

Who is responsible for repairs?

South Kesteven District Council is responsible for keeping the 'common parts' of your block in good repair. This means we will look after the structure of the building and the landings and hallways including lighting, controlled door-entry systems and so on.

You have the right to ask your landlord through South Kesteven District Council to keep the 'communal parts' such as hallways, landings, gardens, etc of your block in a fit state of repair. You also have the right to be consulted about major repairs to your block for which you will be expected to contribute your share of the cost.

Repairs for which the Council is responsible include:

Structure

- Roofs, drains, gutters and pipes on the outside of your home;
- Outside entrance doors (but not front doors of individual flats);
- Window frames and sills (not including glass) unless replaced by you or a
- previous leaseholder;
- Outside paintwork; Paths and steps (back and front) shared with other dwellings;
- Boundary fences (except some where you or a neighbouring owner are responsible);
- Chimneys and chimney stacks;
- Stairs and landings; Garages and outbuildings, including drying areas.

Installations/Fixtures and Fittings

- Shared water pipes, water tanks, gas pipes and electrical wiring;
- Light fittings in shared areas;
- Controlled door-entry systems (where fitted);
- Decoration in shared areas.

Repairs for which you as leaseholder are responsible

- All repairs to the inside of your flat; Including boiler
- Glass in your windows and fixtures & fittings but not the frame (unless you or a previous leaseholder has installed double glazing);

- Your front door, and all fixtures and fittings but not the frame;
- Any damage to the common parts and services caused by you, members of your household, or your visitors;
- Chimney sweeping.

How to report a repair, which is our responsibility

There are many ways you can report a repair, which is the Landlord's responsibility

- You can telephone the Repairs Section on 01476 406170 or using the free phone in the local area housing office, and in the case of an EMERGENCY call 014760590044/
- If an emergency situation arises where there is a danger to life or limb, or damage to other properties we may need to force entry to make safe. Eg water leaks. If forced entry is required Leaseholders may be recharged for this and any damage to other properties.
- You can call in at the Area Housing Offices in Grantham, Stamford, Bourne & Market Deeping during normal opening hours. See back of handbook for full address and contact details

What happens when you report a repair?

We will ask you for:

- Your name and address:
- As much detail as you can give about the problem and the repair that is needed;
- When you will be home to let the operative in (if necessary).

When will the job be done?

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

Priority

Situation	Detail	Response Time
Emergency	Where life is at risk	Within 1 hour to make safe, to be completed within 24 hours
Urgent	No immediate danger to life or limb	Within 3 working days
Semi urgent	Where a repair is necessary but no danger	Within 6 working days
Non urgent		Within 21 calendar days
Minor repairs		Within 2 calendar months

Making sure you get a good service

Don't forget that the cost of repairs will normally be shared between you, the Council and other leaseholders in your block. When repairs are carried out by our contractors, it is important that we all get value for money. If the job is not done properly, or is not done within the time set out above, please let us know by contacting the Repair Line on F01476 406170. Or by using the freephone in the local area housing offices.

Repairs to your own flat

- You are responsible for repairs to the inside of your flat, including your front door and the glass in your windows. You should make your own arrangements to get someone to carry out the repairs for you.
- If you, or someone you have employed, are carrying out repairs inside your flat, you must make sure that no damage is done to shared services or the structure of the block. You will be liable for any damage caused to the Landlord's property and you will have to pay to have it put right. If you are in any doubt about any work you intend to carry out please contact the Estate Officer at the Area Housing Office and explain the situation. See back of handbook for full address and contact details. Based on the information you provide, it will be decided if an inspection is needed prior to the commencement of any work. You must not continue with the work if you are instructed not to. There may be a charge for this inspection.
- You must not carry out repairs on landings, stairways and other shared areas. You would not be covered by our insurance if you had an accident or caused damage. If you, or your visitors or members of your household, cause damage to communal areas you will have to pay for the repairs.

Always report repairs in shared areas to the Repairs Office on 01476 406170

Carrying out your own alterations

- As a leaseholder you have the right to improve your home, but in some circumstances you will need written permission from us. This is because, as the landlord, we have an investment in the block and a responsibility to the other residents, but we will not refuse permission unless we have a good reason. You may also need to get planning permission and building consent before starting work.
- We do not need to know about minor works such as decorating, but we do need to know about any alterations which affect walls, windows, doorframes, plumbing and electrical services before any work is started.
- You have the right to make alterations to the interior of your flat, so long as you do not remove structural walls or cause damage to the exterior or shared parts of the building. Some alterations may require a variation of your lease i.e. installation of an extra room in the roof space, and there will be a charge for this. For major alterations you must ask our permission before starting on any work. We may advise you that you need planning permission and building regulations approval. Such permission should be obtained from South

Kesteven District Council who will not unreasonably withhold or delay this process.

 You must not do anything which is likely to cause damage to the structure of the building or to shared services, such as plumbing to the roof tank, electricity/gas/water/sewerage supplies.

For what sort of alterations do I need permission?

- Any addition or change to the services in your home, including fixtures and fittings such as heating and kitchen units;
- Dropped kerbs and hard standing;
- Aerials or satellite dishes;
- Outside decoration. The type of paint may need to be approved so that it is compatible with future paints that may be used by us.

How do I get permission?

- You should write to the Leasehold Officer at South Kesteven District Council, or contact your Area Housing Office. You will need to say exactly what you want to do and include a drawing or plan.
- A building surveyor may need to visit your home to see what you intend to do before making a decision. There may be a charge for this.
- We will normally give you an answer within two weeks of receiving your request. If we refuse permission we will tell you why. You then have the right to appeal.
- The permission we give you to go ahead is not the same as planning permission. You are responsible for getting any necessary planning permission or building regulations approval. We will normally make it a condition that you do this when we give you permission for the work.

Home Improvements Loans

You may obtain a loan from your mortgage company to carry out home improvements. If you obtain such a loan within the first three years after you have bought the flat under the Right to Buy, your mortgage company will ask the Council to postpone its legal charge (the discount which you received on the purchase price and which should be repaid if you sell your property). The Council will require quotations for the works you propose to carry out and the Legal Department will consider whether it is appropriate to agree to postpone the Council's Legal Charge. If it is appropriate you will be required to sign a form agreeing that the works will be carried out within 6 months. An appropriate letter of postponement will then be sent to your mortgage company. A fee can be charged for this service.

Section 4 Management of Your Block

Living in a flat

Living with your neighbours

Living in a flat can be difficult. You may have people above or below you, and you may have to share landings and other areas. You have a right to the 'quiet enjoyment' of your flat, and so do your neighbours. We will try to deal with people who cause a nuisance to you, but equally you must not cause a nuisance to them. People who cause serious harassment to their neighbours can lose their home, even if they are leaseholders!

If you live in a flat or maisonette, it is important to bear in mind that what you do affects your neighbours. So please remember;

- Not to make too much noise, especially at night or early in the morning;
- To help keep the shared areas clean and tidy;
- To be a good neighbour. Remember that under your lease agreement you have a duty not to cause a nuisance or annoyance to your neighbours. You are also responsible for making sure that your family and visitors to your home do not annoy your neighbours.

Shared areas and services

- We are responsible for maintaining the shared areas in your block, but everyone living in the block has a duty to keep them clean and use them properly. Remember that you pay a share of the cost of maintaining shared areas, so if you see someone causing damage to or misusing stairways, landings, parking areas, drying areas, security doors and other shared facilities, please tell the Area Housing Office at once. See back of handbook for full address and contact details.
- If you can get evidence of who caused the damage, we can charge them for it so that none of the cost will fall on you in your service charges.
- If a repair needs doing to the shared areas in your block, tell the Area Housing Office or report it direct to the Repairs department. Do not assume that someone else will do it. If the lights are out on the stairs, please report this immediately.

Legal definition of Anti Social Behaviour

In dealing with issues of Anti Social Behaviour South Kesteven District Council uses the following legal definitions:

- Crime and Disorder Act 1998 'Acting in a manner that caused or was likely to cause harassment, alarm or distress to one or more persons not of the same household as himself'
- Housing Act 1996 Section 153A(1) and 153B(2) 'Conduct which is capable
 of causing nuisance or annoyance to any person, and directly or indirectly
 relates to or affects the housing management functions of a relevant landlord
 or consists of or involves using threatening behaviour, or to use housing
 accommodation owned or managed by a relevant landlord for an unlawful
 purpose'

You and your neighbours

- As a leaseholder of South Kesteven District Council, you have the right to live in your home in peace and quiet, and so do your neighbours.
- You have the right to expect the Council, to deal with problems in your block, such as neighbour nuisance, rubbish and so on.
- If you cause a nuisance or annoy your neighbours, you are breaking the terms of your lease agreement. You may also be breaking the law.
- It is important to remember that legal action in nuisance cases can be a long and difficult process so be friendly and do not lose your temper. But remember you do not have to put up with inconsiderate behaviour.

Noise - how we can help you.

- Noise nuisance is probably the most difficult issue to sort. We all make noise; it is part of life. The sort of noise we are referring to here is excessive noise. It could be teenagers playing their music loudly or it could be an elderly person's television interfering with your peace and quiet. It could even be children running up and down uncarpeted stairs, and doors slamming.
- Try to remember that the person causing the noise may not be aware that their normal living is causing annoyance to other people. Very rarely is noise nuisance a deliberate act.
- If you cannot sort out your problem by talking to your neighbour, then you should report it to the Area Housing Office or the Council's Environmental Services who have power to act in these cases. They will be able to advise you of your rights and explain what we can and cannot do to help.
- In most cases an Estate Officer or the Leasehold Officer will talk to your neighbour about the problem. If the Officer feels it is needed and will help the situation, a written warning can also be sent.
- If the situation is serious, you will need to keep diary records of the nuisance. Your Estate Officer can give you a form on which to keep a diary record. In such cases it is usually essential to have these records as evidence in court. We will always try to take action where there is good evidence of a serious nuisance, or where a council tenant or leaseholder is the victim (or the cause)

of the nuisance. However, there is little we can do if you don't collect this evidence.

Legal action is used as a last resort, and it could mean that the person causing the nuisance is evicted from their home. If legal action is required, you may need to attend court to give evidence. You could also take legal action yourself by asking the County Court to grant an injunction to stop the noise, if you can prove your health, comfort and convenience have been upset. To do this you would need to see a solicitor. As a first step you could talk to the Citizens Advice Bureau.

Harassment

If you or anyone living in your home is suffering harassment from a neighbour, report it to the Area Housing Office and they will try to help you. You may need to collect evidence in the same way as described for noise nuisance above. You must also make sure that neither you, your family, nor any visitor to your home, causes harassment to your neighbours. This includes

- Violence or threats of violence;
- Abusive or insulting words or behaviour;
- Damage or threats of damage to property;
- Any action which interferes with peace, comfort or convenience.

Harassment of our staff or representatives

- You, members of your household or visitors invited to your home must not harass, threaten violence or be violent towards our staff or representatives. If this happens we will take the strongest legal action possible against you.
- Racial harassment
- Racial harassment is a serious offence. If you, your family or any visitor to your home threatens, abuses or insults your neighbours in a racist manner, you risk prosecution. In serious cases you could lose your home. We will help any council tenant or leaseholder who is the victim of racial harassment.
- If you are the victim of racial harassment, you should report it to the Area Housing Office. You should also think about telling the police.

Vandalism and graffiti

- We need your help to stop vandalism and damage. You should report any incident to the Area Housing Office (we will treat all reports confidentially) and to the Police.
- Vandalism is a crime. It costs money to repair damage or remove graffiti, and
 it is your money. As a leaseholder you have to contribute to the cost of
 repairing damage caused by others. It also makes your estate or your road a

less pleasant place to live for everyone and may affect the resale value of your property.

Pets

- A condition of your lease is that you must not keep pets in your flat. Some leases, especially in Tower Blocks, do not allow pets. However if the landlord has given you discretionary permission to keep a pet in a flat, you must make sure that it is kept under control; does not annoy neighbours and is not allowed to roam the estate or foul the communal areas. If your pet does cause a nuisance, we will ask you to control its behaviour or if this does not solve the problem, to find a new home for your pet.
- If you are thinking of getting a pet, you should think carefully whether it is suitable for living in a flat and then seek the written approval of the Leasehold Officer or your local Area Housing Office.
- If you are having problems with dogs (your own or someone else's), you can ask the Council's dog warden to help.

Gardens

- If your flat has a garden, you are responsible for keeping it tidy. You should not allow rubbish to build up, as it may cause a health hazard and encourage mice and other pests.
- If there are communal gardens round your block, we will maintain them, but you can help by not dropping litter or parking your vehicle on the grass.
 Remember that you pay service charges towards maintenance of communal gardens, so please help us to keep maintenance costs down.

Satellite dishes

• If you want to fit a satellite dish on the outside of your flat, you must obtain our permission in writing. You may also need planning permission. See Section 3 Repairs and Maintenance on 'Making your own alterations', which explains how you go about getting permission from us. If you live in a tower block or conservation area you should be aware that satellite dishes are not allowed on these buildings.

Car Parking

 Most blocks of flats have shared parking areas. Some flats and maisonettes have their own driveway to park on. Parking in shared areas is on a 'first come -first served' basis". No-one has ownership of a parking space. Please consider others when you park.

Do not

 Cause an obstruction as you could prevent emergency vehicles from getting through;

- Park in front of entrance doors and fire exits
- Park on the footpath, it is an offence;
- Park in your garden, unless you have hard standing and a dropped-kerb;
- Park lorries and trucks on residential streets and especially in shared parking areas.
- You can carry out minor repairs to your own vehicle in a shared parking area, at the roadside or in your garage, provided that you do not disturb your neighbours, soil the roadway or parking surface or leave rubbish. You should not do major repairs to your own vehicle or do repairs for other people, whether for money or not.

Garages

- Near most blocks of flats there are garages available for rental. As a leaseholder you do not have to pay VAT on the rent of a garage from us, provided it is close to your home.
- If you would like to put your name down for a garage please contact your local Area Housing Office.

Refuse

- Depending upon the type of property you live in, there will be differing arrangements to take away your rubbish. Please be aware of the collection schedule for your home, and do not leave rubbish in a position where it is likely to cause a problem for others.
- The Council will take away all normal household rubbish as part of the weekly refuse collection service. In addition, newspaper, plastic bottles and glass can be collected for recycling. Garden Waste can also be recycled, provided it is placed in the sacks designated for garden waste.
- If you have a bulky item, such as a fridge or sideboard you no longer require, do not leave it in a communal area or in the street – contact the Council's Refuse Contractor on 01476 406279; they will arrange safe removal for you. Note: a fee will be charged for this service. Or take the items to the Council tip.
- If you see someone leaving rubbish, whether bagged or a single large item, where it should not be (fly tipping), and you know their name, address or even vehicle registration number, report those details to the Environmental Health Officers. There is a good chance that person can be charged for the removal of their refuse and could even receive a court summons and subsequently a fine. If the Council does not know whom to charge, the cost of removing the items will be charged to the block or estate from where it was removed, and consequently onto your Service Charge accounts.

You can report the incident online or by telephoning our dedicated fly tipping hotline on 01476 406360.

If you see anyone fly tipping outside a household waste recycling centre you should inform Lincolnshire County Council on 01522 782070.

If you believe the dumped item is hazardous waste or is causing pollution contact the Environment Agency hotline on 0800 807060.

Condensation

If you do not have proper ventilation, condensation can be a problem in flats, and can cause damage to the walls, windows and general decorations of your home.

Condensation occurs when moist air meets a cold surface, such as windows and walls, and is often caused by cooking, washing, hot baths and drying clothes indoors. Cavity wall insulation and double glazing can help to reduce the problem, but will not solve it completely.

To limit condensation, try to make sure that

- There is enough constant heat in your home, so there are no cold surfaces for moisture to settle on;
- There is some ventilation in each room by opening windows or by turning on extractor fans where fitted. When cooking, put lids on saucepans, close the kitchen door and open a window or turn on the extractor fan;
- You reduce the amount of water in the air by drying clothes outside if possible. If it has to be done indoors, keep a window open and vent any tumble driers to the outside:
- When running a bath, run the cold water before the hot to reduce the amount
 of steam, and keep the bathroom door closed. Afterwards, keep the window
 open and leave extractor fans running until walls and windows are dry. Don't
 let the moisture escape into other rooms;
- Avoid using paraffin and liquid gas heaters which emit water vapour as they burn and make condensation worse. Paraffin heaters can also be dangerous.

Rats, mice and other pests

 If you have rats, mice, fleas, cockroaches or any other type of household pest in your home, you should contact the Environmental Health Department at the Council Offices. See back of handbook for full address and contact details.

General rights of entry

 You must allow staff employed by the Council and its contractors to enter the flat to examine the state and condition of it, following reasonable prior written notice by the Council.

Section 5 Service charges

Why do I have to pay service charges?

- When you bought your lease, you effectively became a 'shareholder' in the building in which your flat is situated. This means that you have a responsibility to pay your share of the costs of maintaining and managing the building. This is a legal duty set out in your lease. If you do not pay your share, you are in breach of your lease agreement and we could apply to a leasehold tribunal and then to the courts to have your lease forfeited. In these circumstances, you could lose your home.
- If you owned a freehold house, you would have to pay all the costs of running your house. As a leaseholder you share those costs with your landlord, and other leaseholders.
- If you have not owned a home before, the cost of running it can come as a shock. As your landlord, we have a legal responsibility to maintain the building and charge you with your share of the cost, which you are legally obliged to pay. We also have to pay our share. The costs are shared among all the flats in the block (except where a cost relates only to one flat or to part of a block) using a percentage rate apportionment. The rent paid by our tenants includes an element to cover the cost of repairs to their homes.
- South Kesteven District Council has a duty to maintain our blocks of flats to a good standard. This means that we have to spend money on keeping them in a good state of repair.
- A proportion of everything we spend on your block of flats has to be charged back to you. Some leaseholders would rather we did not spend any money at all, but if this were the case, we would not be doing our duty to our tenants, and your investment would deteriorate.
- Because we maintain several thousand homes we can, and do, obtain competitive quotes on our repairs contracts. All contracts issued by the Council are subject to competitive tendering regulations; these make sure that the contractors we use give value for money.
- We will always be fair about service charges. We will explain how they are calculated, and you can query any charges with which you do not agree. As a leaseholder you are also responsible for paying ground rent, currently £10.00 per year, as well as paying your Council Tax, Water & Sewerage charges and your own Home Contents Insurance. If you are in financial difficulties, please contact the Council or the Citizens Advice Bureau so that all your options can be explored, and also agreements can be made to pay back outstanding debts.

How your charges are made up

Your service charges are made up of the following costs

- Ground rent, currently set at £10 per year under the 1985 Housing Act, and billed annually on 1st April;
- Day to Day minor repairs and maintenance of the block of flats;
- Electricity costs for communal areas;
- Estate Repairs
- Grounds maintenance for shared garden areas/ areas around your block;
- Management charge (our costs in managing leasehold flats)
- Buildings Insurance;
- Caretaking & Cleaning Services where provided;
- Entry phone maintenance where applicable;
- Lift maintenance where applicable;

These costs will be itemised on your Service Charges invoice. Normally you will get one invoice each year but in some cases, such as where a repair or improvement work has been carried out only on your flat, or you are being charged for damage you have done, you may get a separate invoice.

How costs are apportioned

- Dividing costs equally between all flats with no differentiation for flat size means that a three bedroom flat would pay the same as a one bedroom property – hardly fair on the one bedroom flat owner.
- Dividing all costs according to the number of bedrooms does not take into account room sizes, and not all two or three bedroom properties have rooms which are as generously proportioned as many one-bedroom properties.
- South Kesteven District Council goes to a lot of trouble to make sure that you
 are charged only for costs relating to the block in which you live, and that you
 do not have to pay more than your fair portion; this is a very complex task.

How you get your bill

- At the beginning of April each year, we will send you an estimated account for the Service Charge for the coming year. The Service Charge will normally cover all or most of what we expect to charge you in the way of day-to-day costs during the year. Actual costs may, however, turn out differently.
- An Annual Statement is produced 6 months after the end of each financial year, showing the costs incurred in the previous year. If the amount that you

were charged (and which you paid against the estimate) is greater than the final account, you will receive a refund. However, you may get an additional bill with the statement if the actual charges for the year turn out to be higher than were estimated.

Paying your bill

You need to pay your Invoice within 21 days. If you are unable to, you should contact the Leasehold Officer to make alternative arrangements.

The Council offers a wide choice of payment methods

- By cash, cheque or credit card at the Council Office or the Area Offices during normal office hours;
- By Standing order from your bank;
- By Direct Debit. Forms and further details are available from the Leasehold Officer;
- By Credit or Debit Card by telephoning 01476 406023 during office hours or 0845 2340038 (this is a secure and easy to use 24 hours a day payment service). Calls are charged at the National rate as charged by your provider. Select the Rents option and quote your 14 digit account number.
- By Internet. Simply visit <u>www.southkesteven.gov.uk</u> and go to on-line payments.
- By All pay

The first five years - Section 125

- If you buy a council flat as a secure tenant under the Right to Buy, we have to tell you how much your Service Charges are likely to be in the first five years.
 We do this by estimating work and repairs to your block during this time and how much it may cost.
- Once we have estimated the cost of your major works for the first five years and have notified you of this on the Itemised Works Summary Sheet attached to your Offer to Purchase, we cannot charge you more than the amount shown for these jobs, plus inflation. If your Itemised Works Summary did not show external decorating and the Council decided to paint the outside of your block of flats two years after you purchased, we would not be able to charge you for the works, even though your flat benefited. If we find we have over-estimated on the summary, we will only charge you what it actually cost.
- After the first five years you then have to pay your share of the actual cost.
- The five-year protection period applies to repairs and improvements from the date the first buyer buys the lease. If you sell the lease within this time the next buyer is entitled to the remainder of the five-year protection period. There is not a new five-year period each time the lease is sold on.

Major Works - Your right to be consulted

• Under Section 20 of the Landlord & Tenant Act 1985, you have a right to be consulted about major repairs to your block. 'Major repairs' means any work to be carried out on your block, which is expected to cost more than £250 for any property in the block. However, under the Commonhold & Leasehold Reform Act 2002, a further stage in the consultation has been introduced.

If we expect a job to cost any leaseholder more than £250, in most cases we must now consult you prior to contracts being awarded, giving details of the work to be done, the reasons for doing the work, and give you, as leaseholder, the chance to nominate, within 30 days, a contractor who you think could and would be interested in doing the work. Following this, initial consultation tenders will be sought from contractors, including any nominated by you, to carry out the work, and the estimates received will be scrutinised. We will then be in a position to send you a Section 20 Notice for the work. This notice will

- Give you a full description of the work required;
- Give you at least two cost estimates from different contractors, one of which is unconnected to the council;
- Tell you to whom you should send your comments about both the proposed works, and on the estimated cost;
- Give you at least one month to give us your comments;
- The Council will then give due consideration to the comments made.

We may also put up a notice in the entrance of your block. We will give you the name and telephone number of the Officer to whom you can speak about the job.

These rules do not apply if we have to start work urgently in response to a genuine emergency (such as gale damage to the roof). Please tell us if you feel we have not consulted you properly about major works.

Charging for Major Works

- When Major Works are carried out, there are time limits imposed during which
 the Council must either charge for the work or send a Section 20B notice to
 say costs have been incurred and the right to charge at a later date is
 reserved.
- The charges for these Major Works are not included in your annual Service Charge bill but invoiced as a separate item. The account you receive for these works will be reduced (and in some cases fully paid) by the monies that are held in your Renewal Fund.

If you have difficulty paying your Service Charges or Major Works invoice.

- If you find you cannot pay your Service Charge bill straight away, don't ignore
 it! It will not go away, and you could end up losing your home if you make no
 attempt to pay.
- Check firstly if you are entitled to any benefits. Leaseholders cannot get Housing Benefit, but you may be entitled to Council Tax Benefit and, in some cases, Income Support.

There are also ways in which we can help you spread the cost of a large bill

- Firstly, you can ask to pay by monthly installments. This will allow you to spread the cost over 12 monthly payments;
- If you cannot afford to spread the cost over one year, you can ask for a loan which will spread the cost over several years.

A loan is a good way of dealing with a bill that is unusually large, such as window replacement or refurbishment of your block. It is not so good for dealing with an ordinary annual charge if you are likely to get the same charge again next year as you will still be paying the loan charges on last year's bill when you have to start paying next year's bill. You therefore need to think carefully whether a loan is the best thing, or whether you would be better off trying to pay the bill in the current year by monthly installments (this way you avoid interest charges and legal fees).

There are two main ways you can obtain a loan to cover all or part of your Service Charges

- A personal loan (ask your bank or building society for details);
- A secured* loan from your mortgage lender.

What if I don't agree with my charges

We will always try to calculate your charges properly and fairly, but if you think we have miscalculated or charged you for something you haven't had, please do the following

- First of all tell the Leasehold Officer straight away we will look at your account again and make corrections if necessary;
- If you are still not happy with what we tell you, write to the Service Manager, Tenancy Services AT South Kesteven District Council setting out your reasons (you need to be clear exactly what you are disputing and why). Your case will be investigated fully and a response sent to you, usually within 28 days.
- If you still think you are being charged unfairly, you will be able to apply to an independent Leasehold Valuation Tribunal.

^{*} A secured loan is one that is 'secured' against your property, like a mortgage. It means that the lender has a right to recover the loan from the value of your property (by selling it if necessary) if you do not make the proper repayments.

A Leasehold Valuation Tribunal is an arrangement established by the Housing Act 1996, which came into effect in April 1997. Either the tenant (you) or the landlord can apply to the tribunal to settle a dispute over charges. The Tribunal will decide

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

You cannot appeal to a Tribunal if

- A Court or Tribunal has already made a judgment about your charges;
- You have previously agreed that the charges are correct.

The Tribunal may decide that you must pay all of the charges; they may decide that we must reduce our charges to you or they may decide that the charge is not payable. Once the Tribunal has made a decision, we are both bound to accept it. There is a right of appeal to the Land Tribunal, against the decision but this must be approved by the Leasehold Valuation Tribunal or Land Tribunal.

The Tribunal can charge up to £500 to hear your case. They may decide not to charge you costs, or they may decide to charge costs against us. They are more likely to charge you if they think your claim is unjustified.

If you want your Service Charges to be considered by a Leasehold Valuation Tribunal, let us know and we will tell you how to go about it.

What happens if I don't pay my charges?

- Your lease is a legal contract between you and the Council. It requires you to pay all reasonable charges incurred by South Kesteven District Council in managing and maintaining your block on behalf of the Council. If you refuse to pay your charges you are in breach of contract and we can start proceedings to have your lease forfeited.
- If you have a loan from a bank or building society, we would tell them before we start legal action. As they have a legal interest in the property, they could decide to pay the bill and then take their own legal action against you.

If you have problems paying your charges, we will always try to help by agreeing payment plans, but if it becomes clear that you are making no effort to pay your charges we can

- First, apply to a Leasehold Valuation Tribunal for a determination that your charges are fair;
- Then apply to the court for your lease to be forfeited and your home repossessed.

We hope that things never get to this stage, but it does happen, and people do lose their homes!

Section 6 Having your say

We want you to have a say in how the Housing Service is run and a good way of doing this is to join your local Tenants and Residents Association. These are open to both Tenants and Leaseholders. By working together we can share ideas and make better decisions about the housing service. By joining the Tenants Association you can be involved in discussions with your neighbours about services which affect your area.

What is a Tenants'/Residents' Association?

This is a group of local people who come together to put forward the views of tenants or residents in an area. An Association raises issues of concern to its members and works with South Kesteven District Council to solve local problems. The sort of issues that groups get involved in include

- Estate Management
- Cleaning of streets and communal areas
- Environmental improvements
- Play facilities and social activities
- Repairs
- Parking problems
- Vandalism and crime prevention

Why join an Association?

An organised group has a stronger voice than an individual person. We will always consult with recognised groups on important housing issues. This means that you have the chance to influence the decisions we make

Locally, your Association can help to increase community spirit and give everyone the chance to get to know each other.

You can also provide information to people living in your area about what is going on, through regular newsletters and meetings.

Leaseholder Focus Group/Forum

South Kesteven District Council will hold meetings with leaseholders at which a variety of matters are discussed.

These are matters relevant to your leases, the estates in which your properties are situated, and Service Charges.

All leaseholders are welcome, and we are always pleased to see new faces. It may be that a problem you thought only affected you is brought up and by discussing it, it is possible a more cohesive approach can be found in dealing with it.

What if I do not want to join an association?

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

How to make a complaint or give a compliment?

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

There are several ways to do this. These are

- By e mail to <u>complaints@southkesteven.gov.uk</u>
- By completing the complaints form on the internet at <u>www.southkesteven.gov.uk</u>
- In writing to The Customer Services Department, South Kesteven District Council, Council Offices, St Peters Hill, GRANTHAM, Lincolnshire. NG31 6PZ
- By completing the complaints form which is available from any of our Area Housing Offices
- By telephone to the Customer Services Department on 01476 406080 between the hours of 8.45 am and 5.15 pm

We will post an acknowledgement of your complaint within one working day of receipt, and refer the matter to the relevant department. We aim to respond fully to you within ten working days. We take all complaints seriously and try to put right anything which has gone wrong.

Unhappy with our response?

- If you feel that our response to your complaint is not satisfactory, you have the right to request a review. We will aim to respond fully to you within ten working days, and will also advise you of your right to appeal. Should you choose to appeal, you must advise us within 15 working days of receipt of our reply. We will then arrange for your appeal to be heard at the next available Review Panel of South Kesteven District Council.
- We will always try to sort things out to your satisfaction, but if we cannot agree, or if you feel we have not dealt with your complaint properly, you can also contact the Leasehold Valuation Tribunal. This is an independent body who will, if the matter falls within their remit, investigate your complaint. You can get a booklet called 'Leasehold Valuation Tribunals – Guidance on

Procedure' from the Leasehold Valuation Tribunal. See back of handbook for full address and contact details.

Compliments and suggestions

• If you are particularly pleased with the way a member of staff has dealt with you, please let us know. All compliments are passed onto the relevant person, and it helps us to know what we do right, as well as what we do wrong. Or, if you have a comment on our services, or a suggestion on how we can improve our services, please let us know.

Useful Telephone Numbers

Leasehold Services 01476 406023

Leasehold Valuation Tribunal 0207 4467700

Area Housing Office - East

Area Housing Office – West

Area Housing Office - Stamford

Area Housing Office – Bourne

Repairs Helpline 01476 406170

South Kesteven District Council 01476 406080

Main Switchboard

Leasehold Valuation Tribunal 0207 4467700

Emergency Out Of Hours

Emergency repairs (out of hours) 01476 590044

Gas leaks – Transco (National Grid UK) 0800 111 999

Crimestoppers 0800 555 111

NHS Direct 0845 4647

The Samaritans 08457 909090

VictimSupport 01522 542687

Advice and support

Age Concern - Sleaford 01529 302843

ChildLine 0800 1111

Noise Nuisance 01476 406300

Dog Warden 01476 406300

Pest Control 01476 406300

Citizens Advice Bureau 08444 111444

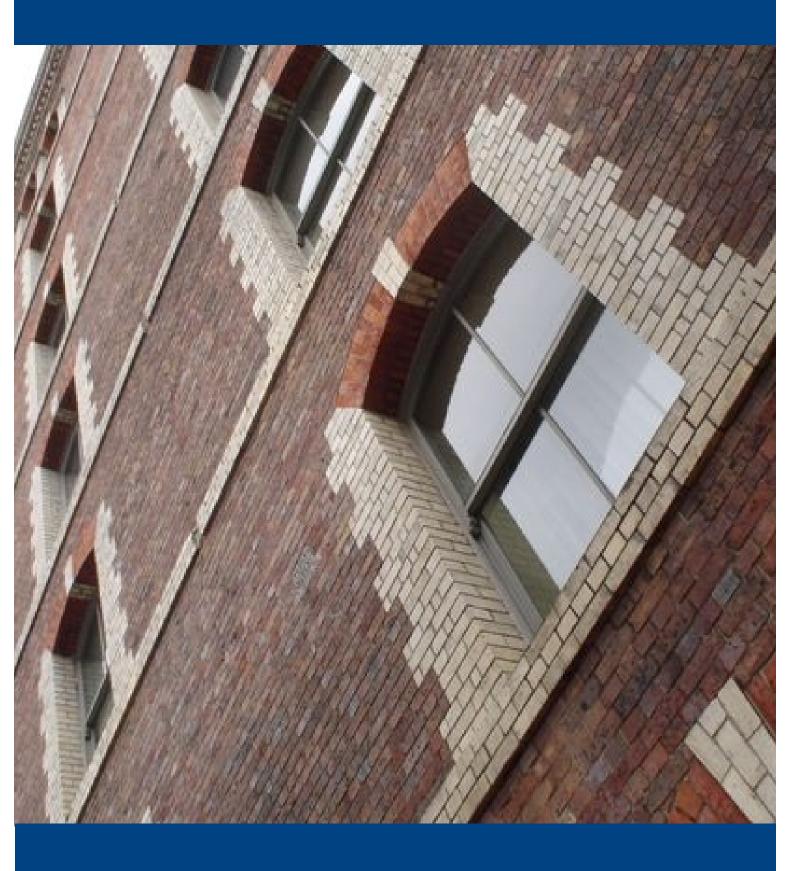
Community Care for the Elderly - Grantham	01476 560273
Cruse Bereavement Care	0844 477 9400
National Debt Line	0808 808 4000
NSPCC Child Protection Helpline	0800 800 5000
Parentline Plus	0808 800 2222
Relate	0845 166 4110
Shelter Housing Advice Helpline	0808 800 4444
Social Services - Grantham	01476 561061
Social Services - Stamford	01780 751821
Money Advice	0300 5005000
Benefits	0800 882200

Health

Grantham& District Hospital	01476 565232
Lincoln County Hospital	01522 512512
Peterborough District Hospital	01733 874000
Stamford & Rutland Hospital	01780 764151
Narcotics Anonymous	0300 999 1212
NHS Direct	0845 4647

Utilities

AnglianWater – billing queries	08457 919155
To find out your current supplier of:	
Electric (Central Networks)	0845 603 0618
Gas	08706 081524





your council working for you