

Leaseholder handbook



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■ Introduction

The aim of this handbook is to provide you with a handy source of reference of information regarding leasehold services and to clarify your responsibilities and the responsibilities of whg under the terms of your lease.

This handbook does not replace your lease or the landlord and tenant legislation, it is a guide of what to do if you need advice or have a problem.

If you are in any doubt about your rights or responsibilities as a leaseholder you should seek independent advice.

■ What is a lease?

A lease is a legally binding contract that sets out the terms on which the landlord allows the leaseholder to occupy the property described in the lease.

It details the responsibilities of both parties.

It is important to remember that, as a leaseholder, you have not purchased the bricks and mortar of the property, as you would if you had purchased a property freehold.

Instead, you have purchased a long term lease (this can be up to 125 years) to allow you to live in the property.



■ Landlord's responsibilities

As the freeholder, whg retains ownership of the building and as such is responsible for the following:

- upkeep of the structure of the building itself, the exterior and common parts of the building including communal cabling, drains, external pipes and fencing where appropriate
 - routine maintenance and planned repairs and improvements
 - arranging building insurance to cover full reinstatement costs
 - providing details of service charge costs and your contribution
 - consulting with you before carrying out expensive works to the building
 - ensuring that the communal areas comply with fire regulations.
- including the window frames (but not the glazing), the front door of your flat and communal areas/ communal doors.
- whg also has the right:
- of entry to your property to carry out repairs, improvements or to inspect your property, having given reasonable notice (unless in an emergency). In the case of an emergency, whg will put right any damage caused when gaining access to your property
 - to rebuild, restrict or develop any part of the block, estate or neighbouring land
 - to charge for the removal of fly tipping
 - to charge leaseholders a fair and reasonable contribution of the cost of works to the building and communal areas.

The general rule is that whg is responsible for the repair, maintenance and improvement of the structure (or exterior) of the block,

■ Leaseholder's responsibilities

As a leaseholder you will be responsible for:

- internal heating systems
- pipes/cabling that exclusively serve your flat (although there may be exceptions where your pipes or cabling affects others in the block)
- keeping the interior of your property in good repair
- payment of ground rent and service charges, including maintenance, repairs, decoration and improvements
- advising whg of any transfer of lease, mortgage or subletting
- sending a copy of any notice affecting the property to whg
- allowing whg and its agents reasonable access to your property after notice is given to you
- providing a copy of a tenancy agreement when subletting
- not causing a nuisance to other residents
- keeping the communal areas clear of all items.

You also have the right:

- to information on the service charge(s) and the money spent on your block
- to be consulted on expensive works and long term contracts that affect the building.

If the property you are leasing has gas appliances, you will be responsible for ensuring that these appliances and associated flues etc, are serviced regularly.

This should be carried out at least once every 12 months, by a Gas Safe registered contractor and you should keep a record of these checks.



whg leasehold management

Although your first point of contact will normally be through our Customer Services or Market and Leasehold Services Team, responsibility for the various aspects of leasehold management falls within the following whg service areas.

Asset Management

Deal with repairs and maintenance issues and improvement programmes, including consultation with leaseholders prior to commencement of works.

They are also involved in assessing and approving leaseholders' own improvements and providing estimated service charges for the five year summary for Right to Buy, Voluntary Right to Buy and Right to Acquire offers.

Finance/Accounts

Deal with whg's accounts and provide information about service charges and costs for items such as communal electricity, management fee etc.

Income Collection

Collect service charges, repairs and improvement costs, provide support and money advice if needed, agree instalment plans and take appropriate action to recover debt.

Insurance Team

Can arrange home contents insurance to protect your belongings.

Legal Services

Deal with legal issues relating to the lease generally, and takes legal action for any issues arising or breaches of the terms of the lease.

Market and Leasehold Team

Deal with Right to Buy/Right to Acquire applications.

Team members carry out interviews prior to purchase, invoice for repairs, improvements and service charges, process applications for leaseholders' own improvements and deal with general lease enquiries.

Neighbourhood and Housing Services

Deal with the day-to-day management of the estate including disputes between leaseholders and social housing tenants.

They are also responsible for monitoring any cleaning

and grounds maintenance contracts relating to whg properties.

There is a difference in services offered to tenants and leaseholders as tenants pay for a range of additional services through their rent that leaseholders do not pay for through their service charge.

These include a comprehensive housing management service, such as dealing with anti-social behaviour.

Leaseholders are expected to manage their own homes and any issues arising as they do not pay whg to provide these services.

“There is a difference in services offered to tenants and leaseholders.”

■ Reporting repairs

Repairs to the building and communal areas are the landlord's responsibility. Whilst whg are liable to carry out the work, leaseholders are responsible to pay a proportion of the costs.

These repairs can be reported online, through our website or by telephone through our Customer Contact Centre.

We aim to complete all repairs on the first visit, 80 per cent of the time but there may be a delay if we need to order parts.

Planned maintenance and improvements

From time to time whg may carry out planned work or improvements to the block you live in.

When we carry out these works we will let you know in advance and explain what the work will involve. The costs of these works will be charged to you.



Leaseholder's own improvements

Under the terms and conditions of your lease, if you wish to carry out any improvements to your property which affect the structure (e.g. window and front door replacement, alterations affecting internal walls etc), you must first inform and obtain formal consent from whg before any work is started.

Any application by a leaseholder to improve their property must be accompanied by a detailed specification showing layout, sizes and materials together with details of the contractor to be used.

These details will be used by the Asset Management Team to establish the following information:

- the standard and suitability of the works to be undertaken
- details of the contractor's public liability insurance arrangements.

You will not always need whg's approval. For example, if you are installing a

replacement heating system using the existing connections it would not be necessary.

However if new connections required drilling holes in the external brickwork, you would need consent.

If you want to replace windows, the contractor must be FENSA registered and if you want to replace the front door to your flat, it must meet current fire regulations.

It is your responsibility to obtain necessary planning or building regulation approval before you submit your application to whg for consent.

IMPORTANT

No works should be started until you have received written confirmation that you can proceed and you should not enter into any financial agreements relating to the works until whg's formal approval has been given. Please note that if your block is scheduled for window replacements and you have already replaced your own you may still be liable for the costs.

Upon completion of the works, the Asset Management Team will certify the works as approved. Future maintenance of the completed works will be carried out by whg unless

there is a valid contractor/ manufacturer guarantee in force and if the item falls under the landlord's responsibility as part of the structure.

Any subsequent costs to whg will be recovered from you through the service charge, in accordance with the terms of your lease.

In the case of replacement heating systems, the leaseholder will be responsible for all future maintenance.

“No works should be started until you have received written confirmation.”

■ Service charges

As a leaseholder you are responsible for certain service charges which relate to your share of the landlord's costs for the block and the estate. Service charge accounts are due annually in September/October.

Ground rent is an annual fee due in March. You pay ground rent because you do not own the land your property is built on and a small rental charge is made.

There are two service charge categories:

1. Standard Service Charges

Examples include:

- management fee (including day-to-day estate management, approval of a leaseholder's own improvements, collection of service charges etc)
- grounds maintenance
- cleaning of communal areas

- buildings insurance
- communal electricity
- Neighbourhood Impact Officer service.

The list of items included under standard service charges shown here is not exhaustive and can change as new services are added or if existing services are no longer provided. The services provided can also vary between developments.

2. Repairs and Improvements

These will be carried out as required and will either be invoiced upon completion of the works, or included in your annual service charge invoice.

Examples include:

- major works or improvement programmes (re-roofing, new windows, redecorating communal areas etc)
- routine repairs (repairing guttering, rendering etc)
- routine maintenance costs (maintaining boundary fences, servicing lifts etc).

Before major works commence, we will send a notice to advise you of the proposed works, followed by an estimate and full breakdown of potential works.

How are service charges calculated?

Where all residents benefit from the service being provided, the total cost of the service/ improvement will be divided by the number of units in the block.

Where the benefit is solely for an individual resident (eg new windows to the flat but not communal windows, new front door but not communal doors), the whole cost of the works will form part of the individual leaseholders' service charge invoice.

How can I pay?

You can pay your service charges in the following ways:

- online at our website
 www.whg.uk.com
- telephone payment by debit/credit card on
 **0300 555 6666**
- by direct debit.

What if I cannot pay?

As explained under "What is a lease?" on page three of this handbook, you have signed a legally binding contract. Under the terms and conditions of that contract you must pay service charges where they have been legitimately incurred by whg.

We recognise that there may be occasions when you experience genuine difficulty in meeting payments. It is important that you contact our Income Collection Team as soon as possible to discuss your circumstances.

We will consider whether it is appropriate to accept payment by instalments over a period of 12 months.

Where substantial amounts of service charges are due, e.g. major improvement works, and payment is causing genuine financial hardship, we will consider accepting repayment over a longer period. Any such agreement would be subject to confirmation of regular income, expenditure and savings and may incur additional costs such as interest and administration fees.

We also offer a referral service to the Citizens Advice Bureau for debt advice and

information on any benefits you may be entitled to.

If you do not pay, whg has a number of options for recovery of the outstanding service charges which can result in the following:

- a County Court judgement against you that can affect your credit rating
- seizure of goods by a bailiff if you fail to keep to the terms of the judgement
- an attachment of earnings order for payments to be deducted from your salary
- a charging order, where the debt will be paid when you sell your home
- forfeiture of your lease resulting in you losing your home.



■ Building insurance

whg is responsible for the structure of the building and it is a condition of your lease that buildings insurance is arranged by us through our insurers. You pay for this through your annual service charge.

This insurance cover is for the buildings only. You are responsible for arranging your own contents cover. A copy of the statement of cover for the buildings is available on request but a brief summary is shown below.

You are covered for loss or damage caused to the buildings in the event of:

- fire, explosion, lightning or earthquake
- malicious damage
- storm or flood
- escape of water from any fixed tank pipe or appliance and damage caused by bursting or freezing
- falling trees, telegraph poles or lampposts.

You are **not** covered for items such as:

- malicious damage or escape of water arising when your home is unoccupied for more than 30 days
- wet or dry rot
- depreciation or deterioration due to normal use and wear and tear.

How to make a claim:

If you need to make a claim, contact the Market and Leasehold Services Team by calling **0300 555 6666**. They will take you through the claims process and arrange for a claim form to be sent to you.

Subletting

Depending on when you purchased your property, you may be allowed to

sublet your property. Full buildings insurance cover will still apply but if you have not let the property through a letting agent or with a formal tenancy agreement, the insurance premium will be subject to a 30 per cent increase to reflect the potential for increased risk.

Contents insurance

You are responsible for arranging your own contents insurance and you are free to approach the insurer of your choice.

However, we operate a scheme which offers contents insurance at a competitive rate. The policy insures your contents, up to five years old, on a 'new-for old' basis, meaning it would be replaced as new if destroyed by an event covered by the policy.

Application forms are available from our offices or you can request one by phoning the Insurance team ☎ **0300 555 666**

Some types of insurance such as Homeserve may not be available to leaseholders so please make the insurance provider aware of your leasehold status.

Buying the freehold

Long leaseholders, as a group, have the right to purchase the freehold of the building, subject to certain criteria being met. This is known as collective enfranchisement.

Once they have bought the freehold, leaseholders must take over management of the building. To qualify, the following conditions must be met:

- the block must have two or more flats
- a minimum of 75 per cent of the internal floor area must be residential
- at least two thirds of the flats in the block must be leasehold

- at least half of the leaseholders must want to buy the freehold.

Unless your block complies with all of the above you will not be able to buy the freehold. It is important that you and the other leaseholders obtain independent legal advice if you wish to apply to buy the freehold.



■ Selling or letting your flat

Selling your flat

You do not normally need whg's permission to sell your flat although you must advise us of your intention to sell. There may be restrictions depending upon when you purchased and we will be able to advise you of these.

The most common restrictions are:

- if you sell within 10 years of purchase you may need to first offer the property to whg at its current market value. If whg does not wish to buy the property, or fails to respond within eight weeks of your offer, you are free to sell the property on the open market. This restriction may pass to a new buyer.
- if you sell within the first five years after purchase you will be required to repay a proportion of the original discount to whg. The amount you will have to repay will be based on a proportion of any increase in the market value at the point you decide to sell. This restriction only applies to the original purchaser, it does not pass on to a new buyer.



Letting your flat

You must inform our Market and Leasehold Team if you are intending to sublet your flat. Depending upon the scheme under which you purchased your property, there may be restrictions within your lease. We will be able to advise you of these.

Where subletting is permitted, you should provide copies of any tenancy agreements or agreements with letting agencies in order to ensure that your buildings insurance is up to date and prevent an increased premium. Please also be aware that if your flat is left unoccupied for more than 30 consecutive days, your insurance cover is also greatly reduced.

You must make sure that your tenants keep to the terms of the lease, as you are responsible for their actions. You will still be responsible, as a landlord and as a leaseholder, for making sure that any gas appliances are serviced regularly.

Customer involvement

whg encourages customers to become involved with how whg delivers its wider housing services. Opportunities for involvement are detailed on the whg website.

Complaints and compliments

We like to know when you are pleased with our service and when things are going well – it helps us to see what is working well and make sure we are sharing that around whg.

We do our best to provide a good service but sometimes things do go wrong. We may not always know when this happens, so please tell us so that we can try to put things right. This will help us to improve our service. whg has a complaints procedure for these occasions which can be found on our website

🌐 www.whg.uk.com

or call us ☎️ **0300 555 6666**

First Tier Tribunal

The First Tier Tribunals (FTTs) form part of the Residential Property Tribunal Service and are impartial bodies.

They normally consist of three members – a lawyer, a valuer and a lay person. LVTs may determine applications without a hearing, but where hearings are held they are less formal than court hearings.

LVTs can make a determination on the following issues:

- purchase price and terms of leasehold enfranchisement
- liability and reasonableness of service charges
- suitability of insurance cover
- waiver of consultation requirement for landlords
- problems with estate management.

Your regional office:

**First Tier Tribunal
(Property Chamber)
Residential Property
Centre City Tower
5 - 7 Hill Street
Birmingham B5 4UU**

☎️ **0121 600 7888**

Contact us

Find us online

🌐 whg.uk.com

Email us

✉ enquiries@whgrp.co.uk

Call us

☎ **0300 555 6666**

Our Customer Contact Centre is open 8am to 8pm Monday to Friday and 8am to 1pm on Saturdays.

Emergency repairs can be reported 24 hours a day, seven days a week.

Calls are charged at local rates, including from mobiles.

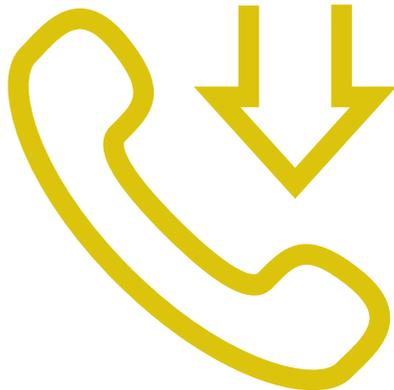
Visit us

Our offices are open from 9am to 5pm, Monday to Friday. Our office locations are shown below.

100 Hatherton Street
Walsall WS1 1AB

Beechwood House
New Road

Willenhall WV13 2BG



Please contact us if you would like this information in another language, in Braille, large print or audio.

যদি আপনি এই তথ্য অন্য কোনও ভাষায়, ব্রেইলে, বড় ছাপার হরফে বা অডিওতে চান অনুগ্রহ করে আমাদের যোগাযোগ করুন।

જો આપને આ માહિતી અન્ય ભાષામાં, બ્રેઈલમાં, મોટા અક્ષરોમાં કે ઓડિયોમાં જોઈતી હોય તો કૃપા કરીને અમારો સંપર્ક કરો.

Prosimy się z nami skontaktować, w celu uzyskania niniejszych informacji w innym języku, napisanych brajlem, dużym drukiem lub nagranych na nośniku audio.

ਜੇ ਤੁਸੀਂ ਇਹ ਜਾਣਕਾਰੀ ਦੂਜੀ ਭਾਸ਼ਾ, ਬ੍ਰੇਲ, ਵੱਡੇ ਪਿੰਟ ਜਾਂ ਆਡੀਓ ਤੇ ਚਾਹੁੰਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਸਾਡੇ ਨਾਲ ਸੰਪਰਕ ਕਰੋ।

مات دیگر زبان، بریل، بڑے حروف یا آڈیو کی شکل میں چاہتے ہیں تو براہ کرم ہم سے رابطہ کریں۔ اگر آپ کو یہ معلو



rent first



100 Hatherton Street
Walsall WS1 1AB

☎ 0300 555 6666

🌐 whg.uk.com

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