

LEASEHOLDER HANDBOOK



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INTRODUCTION

Northampton Borough Council (NBC) owns more than 12,000 properties around the Borough. Over 780 of these are leasehold properties.

Northampton Partnership Homes (NPH) is responsible for the management of all Council homes in the Borough of Northampton from 5th January 2015. NBC retains the freehold of these properties and continues to have all the rights and responsibilities of the Landlord.

NPH is a not for profit organisation and is completely owned by NBC. NPH will act as the managing agent on behalf of NBC.

NPH is governed by a Board (16 board members) which is made up of the following:

- Five tenant board members
- Five Council board members
- Four independent board members
- Two employee board members

This handbook provides useful information about your lease and how NPH, as your managing agent, will manage the building you live in. The handbook also answers many questions commonly asked by leaseholders. The handbook is only a summary of the broad terms of your lease, and does not override your lease or any other legal agreements (including a mortgage deed). If you have any difficulty or dispute in connection with your lease you may refer to this handbook for guidance, but you should take independent advice from a solicitor, law centre or Citizens' Advice Bureau.

NBC's and NPH's policies and procedures will inevitably change from time to time, as does the law. We will inform you of any relevant changes as they occur.

1. WHAT IS A LEASEHOLDER?

When you purchased your flat or maisonette under a long lease, you bought the right to live in your property for a fixed number of years (at least 5 years). You are therefore the leaseholder. Northampton Borough Council retains the freehold interest and as such is your Landlord. NBC therefore retains a legal duty to enforce your obligations in the lease and also to maintain and repair the building that your home is in and all shared areas, grounds and services.

Your lease states that you must contribute to the costs of managing and maintaining your block, estate and grounds. These costs are called service charges and are explained fully in section 2 of this handbook.

As a leaseholder you are responsible for looking after your home by keeping it in good repair and condition and maintaining any garden area that is included in your lease. The plan within your lease will show the extent of garden land (if any) that you have purchased in your lease.

You are also required to adhere to the management rules and terms of your lease and to be aware that you require the consent of your landlord prior to any major alterations, additions or if you wish to sub-let your property.

Further information on this is contained in this handbook.

Our Commitment to Leaseholders

We have a dedicated Leasehold Services Team at Northampton Partnership Homes who aim to provide a service that meets all of your needs. They can be contacted by telephone 0300 3307003, through the Guildhall One Stop Shop, or email leasehold@northamptonpartnershiphomes.org.uk to discuss any matter. You can also report communal repairs to the Leasehold Services Officer who will raise the issue on your behalf with Housing Repairs.

We will also carry out annual customer satisfaction surveys to find out how you think we are doing and if there are any areas in which we can improve.



2. YOUR SERVICE CHARGES

2.1 WHY DO WE CHARGE?

As a responsible social landlord, Northampton Borough Council has a duty to maintain their building to a good standard. If they do not spend money on maintenance, the building could deteriorate and fall into disrepair. This would result in a less pleasant and possibly unsafe environment to live in.

A proportion of the money that the landlord spends can be legally re-charged to leaseholders. If the landlord did not spend money on maintenance, they would be failing their duty as a landlord and consequently your investment in your home could suffer.

The costs that you are required to contribute towards will depend on your location, type of property and the services that are provided to your flat and estate.

2.2 HOW DO WE CALCULATE YOUR CHARGES?

Service charges are calculated in accordance with the terms of your lease. Currently service charges are calculated by the number of bed-spaces in your property as a percentage of the number of bed-spaces within your building. It is important to note that bed-spaces are not the same as bedrooms; it refers to the maximum occupancy of your flat. Therefore if you have a one bedroom flat, it is deemed that the maximum occupancy is two people, and you therefore have a two bed-space property.

If you have bought your flat midway through the service charge period which runs 1 April – 31 March then we will apportion the costs accordingly.

Service Charges are made up of the following costs: (please note that not all flats will receive all services and costs listed on page 7 & 8)



Responsive Repairs

Any repairs, which are undertaken to the communal areas of your building, are chargeable. The costs of any communal repairs are shared between your entire building. An example of a communal repair may be to repair a worn out communal front door.

If you have repairs carried out only to your property then you alone are expected to pay for them. An example of this may be to carry out repairs to your bathroom.

Communal Electricity and Lighting

You are liable to pay for the cost of lighting the communal areas in your building and again, this charge is split between your entire building. If you have other communal features, such as a lift or a fire alarm system, which use electricity, the cost of the electricity used is also included in this charge.

Grounds Maintenance

This charge covers the cultivation, maintenance, and improvement of any shared garden, landscaped area or other ornamental features within or provided for the enhancement of the building, which is within the curtilage as detailed in the lease plan.

Repair and Maintenance of Heating and Hot Water Boilers

If there is a communal boiler in your building, i.e. there are no boilers in your individual flats, then you are liable to pay for the repair and maintenance of it, and this cost is shared between your entire building.

Repair and Maintenance of Lifts

If there is a lift in your building then you are expected to contribute towards the cost of the repair and maintenance of it.

CCTV

Where there has been CCTV installed in or on the outside of your building covering the communal areas and entrances then you are liable to pay for its up keep. This cost is shared between the entire building.

Cleaning

This charge is for the cleaning of any shared communal areas within the block. At some blocks it will also include such things as, litter picking within the curtilage of the building, cleaning lift cars, unblocking rubbish chutes and putting out bins. We can provide a schedule of cleaning that applies to your flat.

Buildings Insurance

Northampton Borough Council provides building's insurance and you contribute towards this cost in your service charges. The contribution you pay, is passed on directly to the insurance providers.

Management Fee

The management fee covers all the costs of administering Leasehold Services provided by NPH. Every time an Officer is involved in leasehold work, the proportion of their time taken up is charged to all leaseholders. This includes any legal costs, as these are not passed to leaseholders.

TV Aerials

If your television is connected to the communal aerial situated on the roof of your building then you will pay a contribution towards the maintenance of that aerial irrespective of being connected or whether you chose not to use the system.

Ground Rent

This is a standard rate set at £10 per flat per year. The charge is standard across the Borough.

What if you do not agree with the charges?

We always aim to calculate charges fairly and correctly, but if you think we have made a mistake or have charged you for works you feel have not been carried out, or is substandard, please contact the Leasehold Team who will investigate and respond to your query or complaint.

You also have the right to apply to an independent Tribunal service, called the First Tier Tribunal and both parties will abide by their decision. The tribunal can make a charge to hear your case.

For further information on the First Tier Tribunal please contact the Leasehold Team

or you can contact the First Tier Tribunal direct whose contact details are listed under useful contacts on page 23 of this handbook.

2.3 RIGHT TO BUY**Set Up Fee**

If you purchased your property through the Right to Buy scheme there is a one off set up fee of £70. This is only payable in your first year of ownership and will not show on your service charge bills after that first year.

Section 125 Notice

If you bought your home through the Right To Buy scheme, you would have been served a section 125 notice. The Section 125 notice is an important document and you should read it very carefully. It tells you five main things:

- It will describe the property of which you had the Right to Buy.
- It states the price your landlord valued your home for and also the sale price. To calculate this, your landlord valued your home as at the date on which you submitted your application form, and then took off your discount entitlement. If you had made improvements, these were not included in the valuation. If your discount was reduced by the discount limit or the cost floor, the notice would have said so.
- It gives estimates of the service charges or improvement costs you will have to pay during the first 5 years after buying your home.
- It describes any structural defects that the landlord knew about.
- It contains the terms and conditions that your landlord attached to the sale. These would have been set out either in the form of a draft of the legal document for you to sign, or as part of the notice, or on a separate sheet.

3. REPAIRS AND MAINTENANCE

The landlord has a duty to repair and maintain the structure and exterior of the block. NPH will manage the blocks on a day to day basis to ensure that the landlord fulfils its responsibilities. Examples of the work that we are responsible for managing are listed below:

- Roof and chimneys
- Communal pathways
- Drains
- External brickwork
- Lifts and door entry systems
- Communal lighting
- Communal areas
- Gutters and soil pipes
- Front doors to flats
- Any other major repair

This type of work falls into two categories, typically responsive repairs (as detailed earlier) and major/planned works.

3.1 MAJOR / PLANNED WORKS

In some instances, following surveys, listening to residents whilst responsive repairs are being carried out or through forward planning, we identify the need to embark on major/planned works.

This work may include, but is not limited to:

- Replacement windows or roofs
- Installation of a new door entry system
- Replacement lifts
- Construction of new bin stores

Where required NPH will consult all leaseholders before any major/planned works are carried out.



4. CONSULTATION

The law requires the leaseholder must be consulted before the landlord carries out Qualifying Works (QW) or enters into a Qualifying Long Term Agreement (QLTA) for the provision of services as defined by the Commonhold and Leasehold Reform Act 2002.

This legislation requires the landlord to consult if a leaseholder's contribution towards QW is going to be more than £250 or £100 under a QLTA, or any figure as set by legislation.

The consultation process allows the leaseholder to give their views on the landlord's proposals and may allow you to nominate a contractor to carry out the works.

We will have regard for your comments and will respond to them fully and if it is deemed appropriate, we will alter any plans to the proposals. We will never begin any work before the end of the consultation period and this date will be stated on all correspondence.

Once the work has been completed, you will receive an invoice for your proportion of the costs of the works or services provided. There may be an option to spread your payments over some time if you are unable to pay the invoice in full. Further details of this will be sent to you during the consultation period.



5. INTERNAL MAINTENANCE & REPAIRS

Internal repairs to your flat are your responsibility. Landlord services such as water supply to the block are the responsibility of the landlord until the supply enters your property, at which point it then becomes your obligation to maintain.

5.1. HOME IMPROVEMENTS

You may make decorative improvements to your property without permission but you will need to seek permission for structural alterations or additions such as for example the following:

- New Bathrooms (if electric wiring and or plumbing is changed)
- New Kitchens (if electric wiring and or plumbing is changed)
- Flat Front Door Replacement
- Window replacement (excluding broken glass)
- Taking down walls

5.2 LICENCE OF ALTERATION (CONSENT)

You will need to seek permission for any works carried out by you (as per the list above) to the property or replacing something that would normally be a responsibility of the landlord, such as windows and front doors.

There will be a fee charged for the consideration of granting a licence. A licence will not automatically be issued as this is subject to you providing the correct documentation to meet approval.

6. GAS SERVICING

If you sublet your property, you will need to provide Northampton Partnership Homes with a copy of the Gas Safety Certificate (CP12) annually, to ensure the gas appliances are safe within your dwelling.



7. FIRE SAFETY

For your own safety and to ensure communal areas stay clear, Northampton Borough Council has a policy of not permitting the storage of any items in the communal areas, unless written permission is granted by the NPH's Fire Management Officer.

All tenants and leaseholders should keep the communal areas clean, tidy and free from refuse and obstruction at all times.

It is against the law to smoke in the communal areas in blocks of flats.

Items left in communal areas can pose a serious risk to safety in the event of a fire or emergency. They can slow down or prevent people from leaving the building and can obstruct the fire service from gaining access.

Combustible items such as bin bags can cause a fire. Items such as plant pots and mats can block exits or cause people to trip when using escape routes. Mobility scooters pose a particular hazard and have been known to be the cause of fires.

A warning sticker requesting removal will be put on any items found in communal areas of your building including lobbies, stairwells, corridors and landings. If not removed in the stated time the item will be removed and the cost will be divided equally amongst the residents of the block, unless the items can be identified to belong to an individual flat, where the costs will be charged to them.



Below is a schedule for when Fire Risk Assessments (FRA) are carried out:

Risk Criteria (blocks)	Cat	Type of Block	FRA Schedule
5 Storeys or Higher	1	Blocks ranging from 24 flats to 95 flats	Annually
Large Occupancy Blocks	2	Blocks with one access and more than 10 flats	Annually
Sheltered Blocks	3	Specified blocks	Annually
All other blocks with 7 flats or more	4	Various	Bi-annual
Blocks with 6 flats or less	5	All other blocks with 6 or less flats	Bi-annual
Blocks with 6 flats or less		Any with open balcony Any with more than one exit	Every Three Years



8. PAYMENT OPTIONS

When paying an invoice, you can choose to pay it in full, or you can request to pay by instalments.

With major/planned works, extended payment terms will normally be arranged, depending on the amount of the invoice owing. These will be outlined during the consultation period.

When paying an invoice, the following options are available to you:

- Direct Debit – there are a range of payment dates available
- Post Office – Just take the invoice along to the post office, the bar code will be scanned and then a payment taken
- Online – Please visit the website at www.northampton.gov.uk
- Over the phone on 0300 330 7003
- Standing Order
- Cheques (payable to Northampton Borough Council) – please do not send cash in the post

8.1. PROBLEMS PAYING YOUR INVOICES

If you receive an invoice from NPH that you cannot pay immediately then please contact the Recovery Section on 01604 837750.

This team are there to provide guidance for you to repay the invoice. They can offer the following options:

- An assessment of your financial circumstances
- Negotiation of a realistic repayment agreement
- Assistance in payment options

Please do not ignore any invoice, as failure to act may result in final demands, or the debt being processed through court action, which would incur further costs and where your home may be at risk of repossession. You are encouraged to use the services listed above to eliminate the need for further recovery action.

8.2. FAILURE OR REFUSAL TO PAY

Your lease is a legally binding document and by signing your lease you have agreed to pay the costs that Northampton Borough Council, as Landlord, incur to repair and maintain your block.

By refusing to pay, you are breaking the terms of your lease and we can go to court to seek judgment against you.

In extreme cases, the court may decide that you have seriously broken the terms of your lease and give us possession of your flat.

In some cases, we may decide to inform your mortgage lender of the non-payment.

If we do go to court, or notify your mortgage lender, this will incur costs increasing your financial problems. It is therefore very important that you work with us to sort out any problem before it escalates.

In addition, this could also impact on your credit history.

8.3. WHAT TO DO IF YOU THINK YOUR CHARGES ARE NOT CORRECT

We always aim to calculate charges fairly and correctly, if you think we have made a mistake or have charged you for works you feel have not been carried out, or are substandard, please contact the Leasehold Services Officer who will investigate and respond to your query or complaint.

If you are not happy with this initial response then you have the right of appeal. You will be sent an appeal form on which you must detail which charges you are appealing against and why. This is a more formal step and might result in you being asked to attend an appeal panel, in order to put your case across, although attending is not compulsory. Please note all appeals must be made in writing.

The outcome of this appeal is final and cannot be challenged within Northampton Partnership Homes, however if you wish to take the matter further then you have the right to apply to an independent Leasehold Tribunal called the First Tier Tribunal (Property Chamber) and both parties will abide by their decision. The Tribunal can make a charge to hear your case. Contact details for the First Tier Tribunal can be found at the back of this handbook.



9. SELLING OR SUB-LETTING YOUR HOME

9.1. ASSIGNING YOUR LEASE

The Council's consent is required before the lease may be assigned or under let and any outstanding service charge and ground rent must be paid. **Furthermore, it is a requirement of your lease that the Council is notified of the sale as soon as possible and no later than within one month of completion.** This needs to be done by way of formal Notice of Assignment/Transfer, served by the purchasers' solicitor to NPH, Leasehold Department. There is a fee for serving a Notice of Assignment/Transfer.

This Notice of Assignment/Transfer is required in order for Northampton Partnership Homes to update our records. If no notice is received, you will still be liable for any charges against your property.

9.2. PRE-SALE SOLICITORS' ENQUIRES

Prior to the sale of your property your solicitor should write to us requesting certain information about your property and account. Examples of this information are as follows:

- Previous and current years' service charge accounts
- Copy of the lease and title
- Details of any money owing
- Information on the building insurance policy
- Major/planned works
- Any other relevant information

Your solicitor should request this information as soon as possible to avoid any unnecessary delays. We do however attempt to respond to all enquiries within 10 working days.

There is an administration fee for obtaining this information. Our current fee can be obtained from the table of fees on page 18.

9.3. BUYING THE FREEHOLD OF THE BLOCK

The Leasehold Reform, Housing and Urban Development Act 1993 (as amended) provides the right for Leaseholders, through collective enfranchisement, to purchase the freehold of the block they live in from the Landlord.

If the block contains flats let directly to public sector tenants, the Landlord must take a leaseback of these flats. This means that the Landlord leases the remaining units from the new freeholders.

The process of enfranchisement can be very complicated and if you are considering applying for enfranchisement it is recommended that you seek advice from an independent legal professional beforehand.

An important point to remember is that following the enfranchisement process, Northampton Borough Council would no longer be responsible for any aspect of the purchased block. As such the purchaser would be responsible for the management, maintenance and insurance costs for the block.

9.4 SUB-LETTING YOUR FLAT

You have the right to sub-let your flat provided you seek NPH's consent beforehand. If you do not do this then you are in breach of your lease. In order to do this, please contact the Leasehold Services Officer who will send out a sub-letting form. Alternatively, visit www.northampton.gov.uk and download the form online.

It is your responsibility to ensure your tenants comply with all of the terms of the lease. If they do not, any action taken will be directly against you as the registered Leaseholder.

You will need to keep us informed of any changes in your contact address and any managing agents address.

By law, as a landlord, you would also be responsible for making sure gas appliances are kept in good order and serviced at least every 12 months. You will need to provide Northampton Partnership Homes with a copy of the Gas Safety Certificate (CP12) annually.

Also remember it is you, the Leaseholder, who is responsible for paying the service charges whilst the flat is sub-let and any recovery action taken due to non-payment will be taken against you and not your tenant.

10. TABLE OF LEASEHOLD SERVICES FEES

Retrospective Licence When permission was not sought by leaseholder and works have already been completed (includes visit).	£150.00
Licence of Alteration Standard licence of alteration, for changes in running of pipes (water & gas) when installing kitchens, bathrooms and boilers, including any electrical installations (includes visit).	£100.00
Consent for Front Door If the leaseholder would like to replace the front door themselves, when the responsibility is of the landlord (includes post inspection).	£100.00
Consent for Windows If the leaseholder would like to replace the windows themselves, when the responsibility is of the landlord (includes post inspection).	£100.00
Arrears Fee If the arrears balance exceeds £350, the arrears recovery process is instigated and a fee is applied.	£70.00
Forfeiture Fee If the recovery process escalates past a county court judgment and arrears have not been discharged, a forfeiture notice is served and the fee is applied.	£250.00
Solicitor Enquiries pack When selling your leasehold property, this is the information solicitors require.	£90.00
Solicitors Additional Enquiries Any additional solicitor enquiries.	£30.00
Notice of Transfer Transfer notice, served by the buyers solicitors to notify us officially that the lease has been assigned.	£30.00
Duplicate Leases If you require a duplicate copy of the lease.	£30.00



11. CUSTOMERS COMPLAINT

Definition of a complaint

A complaint is when a customer is not satisfied with the standard of service they have received from NPH or the action or lack of action the customer believes we have taken or a decision given or made by us. An initial request for a service to be delivered is not a complaint. E.g. a complaint about neighbour nuisance is a request for service, unless the customer has already made the request to us and the complaint issue is regarding our lack of action towards their request.

Generic complaints include:

- Staff conduct
- Failure to respond to a customer
- Poorly written communication
- Administration error
- Poor service
- Delay in service request being actioned
- Inadequate information given
- Difficulty accessing services

A complaint excludes:

Matters for which there is an alternative statutory appeals process such as:

- Housing and council tax benefit awards
- Parking fines/penalty charge certificates
- Homeless decision
- Banding under the choice based lettings scheme
- Planning applications
- Planning consultation responses
- Recharge fees for repairs
- Fixed penalties
- Matters subject to legal action
- Political comments
- Complaints from staff

If you wish to make a formal complaint, please contact customer complaints on 0300 330 7003

12. USEFUL CONTACTS

For all enquiries relating to your lease or service charges please contact the Leasehold Services Department through the contact centre on 0300 330 7003 or Direct on 01604 838831/8511 or email leasehold@northamptonpartnershiphomes.org.uk

Contact details for nph services

Website:

www.northamptonpartnershiphomes.org.uk

General Housing Enquiries, Repairs and Maintenance and Adaptions

– 0300 330 7003

Benefits, Council Tax, Environmental Services, General Council Enquiries, Housing Options and Homelessness Service, Money Advice Service, Private Sector Housing, Regulatory Services and Right to Buy – 0300 330 7000

Customer Engagement – 01604 837836

Emergency, out of hours repairs
– 01604 837999

Face-to-face contact and appointments –
The One Stop Shop, Guildhall,
St. Giles Square, Northampton, NN1 1DE

Paying your Service Charge 0300 330 7003

Sheltered Housing 01604 838462

Contact details for nbc services

Website: www.northampton.gov.uk

Main Office (One Stop Shop) – The One Stop Shop, Guildhall, St. Giles Square, Northampton, NN1 1DE

Complaints from staff

OTHER USEFUL CONTACTS

Call Care Control Centre – 01604 637206

Council Contact Centre – 01604 838899

Citizens Advice Bureau – Town Centre House, 7–8 Mercers Row, Northampton, NN1 2QL

01604 235080

Community Law Services – 01604 621038

Northampton Women's Aid – 13

Hazelwood Road, Northampton, NN1 1LG
– 0845 123 2311

Police

Non emergencies – 101

Emergencies – 999

Health Enquiries

Non Emergencies – 111

Emergencies – 999

Learn Direct – Nhanced Learning Ltd, Aquila House, 1st Floor (South) St Giles Terrace, Northampton – 01604 628 945

Northamptonshire County Council – John Dryden House, 8/10 The Lakes, Northampton, NN4 7YD – 0300 126 1000 – Enquiries concerning the following; Education; Children Services (Social Services); Adult Services (Social Services), Libraries etc.

CAN – Drugs, Alcohol & Homelessness – 01604 824777

Childline – 0800 1111

National Debt Line – 0808 808 4000

FIRST TIER TRIBUNAL

CAMBRIDGE – EASTERN REGION

Address: Residential Property, Unit 4C Quern House, Mill Court, Great Shelford, Cambridge CB22 5LD

Tel: 01223 841 524

Fax: 01264 785 129

Email: rpeastern@hmcts.gsi.gov.uk

LONDON – LONDON REGION

Address: Residential Property, 10 Alfred Place, London WC1E 7LR

Tel: 0207 446 7700

Fax: 01264 785 060

Email: rplondon@hmcts.gsi.gov.uk

MANCHESTER – NORTHERN REGION

Address: Residential Property, 1st Floor, Piccadilly Exchange Piccadilly Plaza, Manchester M1 4AH

Tel: 0161 237 9491

Fax: 01264 785 128

Email: rpnorthern@hmcts.gsi.gov.uk

BIRMINGHAM – MIDLANDS REGION

Address: Residential Property, 3rd Floor Temple Court, 35 Bull Street, Birmingham B4 6AF

Tel: 0121 681 3084

Fax: 01264 785 122

Email: rpmidland@hmcts.gsi.gov.uk

CHICHESTER – SOUTHERN REGION

Address: First-tier Tribunal (Property Chamber) Ground Floor, Magistrates Court and Tribunals Centre, 6 Market Avenue, Chichester, West Sussex PO19 1YE

Tel: 01243 779 394

Fax: 0870 7395 900

Email: rpsouthern@hmcts.gsi.gov.uk

