

Leaseholders Handbook



THE LEASE

When you buy your flat you will be buying a 'leasehold interest'. You do not normally own and are not usually responsible for the 'bricks and mortar' or structural parts of the flat or building in which it is situated. The lease is for a set period of time, normally 125 years from the time of the first sale. If you purchased from another leaseholder you will need to check how much time remains on the lease.

The Council owns the freehold of the block in which the flat is situated and so will still be your landlord. There are a few exceptions to this in Basildon New Town where BCHA owns the freehold. Although you will not have to pay a weekly rent to us, you will be required to pay annual 'ground rent'. You will also have to pay service charges to the Council. These are the costs the Council incurs in carrying out its obligations under the lease related to the 'Reserved Property' – normally the communal areas and common parts of the building (see 'Service Charges').

The lease is an agreement between the tenant and the landlord (i.e. you and the Council) although the lease may have been signed years before you became the owner of the flat. It sets out your responsibilities as a leaseholder and the Council's responsibilities as your landlord.

The lease tells you what parts of the property have been sold to you and what rights you may have over communal areas.

Not all leases are identical and some clauses may vary slightly. In the Basildon New Town area the main difference between leases is that some are Basildon District Council (BDC) in origin and some are Commission for the New Towns (CNT) in origin. As an example, BDC leases normally state that the Council is responsible for the repair of any window frames (but not glazing) in your property (although there are some exceptions), whereas most CNT leases state that the Council has no responsibility for the repair of window frames. It is important to understand the main terms of your lease. Refer to your lease to make sure you know what your responsibilities are and what are the

Council's. If you want to dispute matters with the Council you need to know your position as described in the lease. If you break the terms of your lease, you could face action from the Council.

The Council cannot offer you legal advice concerning your lease and you should ask your solicitor to explain the details before purchase or take independent legal advice. Although it is an automatic legal requirement, the Council must also act in accordance with the lease.

SERVICE CHARGES

What are service charges?

Service charges are your share of the cost of managing the property or the block or the estate, providing services and carrying out repairs to the communal parts of your block or estate together with any individual charges

At the end of the financial year (March) we will begin to calculate how much was actually spent.

Each year (around June) we will send you a service charge statement. This will include your estimated contribution towards the likely costs of any services provided, as well as insurance where applicable and ground rent for the forthcoming year.

The statement we send you in June will show actual expenditure for the previous year, estimates for the current year and a balance on the account. This statement gives details of the charge for each service provided to your block or estate during the previous financial year and any individual charges for your flat.

If your yearly estimate was too high, a credit is made to your service charge account. If the estimated charge was too low, you will be asked to pay any additional amount. These differences to the service charge account are known as 'end of year adjustments' and are normally included in the first (July) quarterly payment of the year or, if you pay on Direct Debit, the adjustment is added to the total estimate for the current year and divided by the number of months over which you pay giving a regular monthly payment.

How is my share of the charges worked out?

We will calculate the cost of services to your block and estate covered by your lease. We then divide the total cost by the number of flats in the block or on the estate to find your share. The proportion you have to pay is

specified in your lease as either a fixed percentage or an amount the landlord considers reasonable.

Typical items that may be included in the service charge are:

Block Charges and Individual Charges

Block charges

- Communal heating

If your property is connected to a communal heating system, you are required to meet the cost of supplying heating to your property.

- Communal lighting

This is the cost of supplying and maintaining lighting to the communal parts of the block where your flat is situated. The charge is based on the bills we receive from the utilities company plus the maintenance of the light fittings and lamps (bulbs). There is also an inclusive quarterly charge for scouting, light fitting cleaning and adjusting time clocks

- Caretaking/concierge

If your block has a resident or mobile caretaker the charge will be based on the number of hours worked and costs incurred by the caretaker/concierge at the block.

- Block cleaning

Some blocks have a contract cleaning service and this is managed by Area Housing Office staff who approve the invoices for payment. If you have any issues regarding the cleaning you will need to contact your local Area Housing Office who will monitor the situation. If your block has large paladin type refuse containers there is also a charge for moving these in and out on refuse collection days and for rotating bins that are full.

Additional charges are raised if we have to remove rubbish from the block or our staff carry out additional cleaning duties.

- Day to day repairs (including supervision and administration of repairs)
This is for the cost of repairs to the building in which your flat is situated and any communal areas of your block and estate over which you have rights.

Individual Charges

- Annual insurance premium
This charge is the building insurance for the part of the block you lease and the Insurance Section calculates the annual premium based on agreed rates with the insurer. The Council, as part of its general housing buildings policy, insures the building overall. If you wish to query the level of premium charged or the amount of cover, you should contact the Insurance Section at Church Walk House on 01268 294694.
- Management charge
This is your share of the costs of the administration of the various services to leaseholders. It includes leasehold enquiries and service charge service and the net administration costs associated with insurance, legal services, resident participation, finance and recovery of service charges. A detailed breakdown can be obtained from the Home Ownership Team.
- Ground rent
This is the charge paid by the leaseholder to the freeholder as a condition of the lease – this is £10 per year on Right to Buy leases

There may be other items depending on the lease or the type of block.

When do I pay my service charges?

Your service charges are usually paid quarterly with payments due at the beginning of April, July, October and January each year. You can, if you wish,

pay the charges once a year when the statement is issued. You can also pay by monthly direct debit or payment arrangement. (contact the Council's Recovery Section on 01268 294548 for further advice about this)

If you are in receipt of benefit, the Benefits Agency may be able to provide you with some assistance in paying your service charges.

Service charge queries

If you believe any of the charges have been worked out incorrectly, you should contact the Home Ownership Team by phone, on 01268 294470, in writing or by email via the web site at leaseenquiry@basildon.gov.co.uk Tell us what you think is wrong and we will look into the matter.

Note:

The only service charges raised directly by the Home Ownership section are the costs of running the leasehold service. All other charges are raised by other departments within the Council i.e. the Repairs Centre, Insurance, Legal.

When the Home Ownership Team receives an enquiry and we are unable to answer it, the matter is referred to the department that raised the original charge. That department may confirm, amend or delete a charge and, if necessary, your account will be adjusted. With block charges (not individual charges) the accounts of all other leaseholders in the same block may also be amended.

REPAIRS

Your lease sets out which types of repair are your responsibility and which are the Council's responsibility.

Note: Some leases have different responsibilities and you should refer to your lease for the legal position regarding your and the Council's obligations.

The Council has the right to enter your home to inspect or carry out repairs that we are responsible for. We will give you at least 48 hours notice in writing, unless it is an emergency.

What repairs must you do?

You are mainly responsible for repairs inside your home, such as:

- Internal decorations
- Floors, stairs, ceilings, doors, woodwork, partitions inside your home
- Fittings (kitchen cupboards, etc)
- Baths, sinks, showers, toilets, taps, pipework
- Heating and hot water systems
- Locks
- Repairing broken glass in windows
- Fencing and gates that you do not share
- Shed doors

What repairs will the Council do?

The Council is responsible for maintaining the external parts of the building and any shared areas, such as:

- Foundations
- Outside walls
- Roof, chimney stacks
- Drains, gutter and pipes outside your home
- *window frames (*not ex-CNT leases and some BDC leases)
- Decorations to outside or shared areas
- Security doors and entry phones

- Shared wiring and lighting, communal TV aerials
- Shared refuse chutes
- Shared boundary walls, fences, gates and paths
- Balconies, stairs, sheds (the structure and door frames, but not the shed doors)

Reporting repairs to the Council

If you wish to report a repair that you think the Council is responsible for, you should contact the Housing Repairs Service Centre at 01268 465000.

If you are not sure who is responsible for the repair, the Housing Repairs Service Centre or the Home Ownership Team will be able to help you.

If we are responsible for the repair, an order will be raised. In some cases it may be necessary for an inspection to be carried out prior to any works.

We have targets for completing different types of repairs. When the repair is ordered, we will tell you how long it is likely to take before it is undertaken.

Who does the repairs for the Council?

We use contractors to carry out repairs for us.

If you wish to report a repair, are unhappy because works have not been done or believe the standard of a repair is poor, you must first contact the Housing Repairs Centre.

The Housing Repairs Centre address is Housing Repairs Service Centre, ALPI House, 6 Miles Gray Road, Basildon, Essex SS14 3HJ, 01268 465000. You may also report repairs on-line repairscentre@basildon.gov.uk

Please remember, anyone working for the Council should carry identification. Always ask to see an identity card before letting anyone into your home.

MAJOR WORKS AND LONG TERM AGREEMENTS

What are major works?

Major works include such things as roof renewal, installation of controlled entry systems, decorations to communal areas and concrete works. You can only be charged for major works in accordance with your lease.

You will only be charged for major works where they have been carried out to your block or estate.

Are there any limitations on costs?

When the Council sells a property under the Right to Buy, it provides the new leaseholder with a Section 125 Notice. This notice must include details of any major works the Council intends to carry out within the initial period of the lease (the first five years).

During the initial period of the lease, you can only be charged for certain major works if they were itemised on the Section 125 Notice. If works are carried out within the first five years and your share comes to more than the amount quoted on the Section 125 Notice, the estimated cost can only be increased by an inflation allowance.

The initial period expires at the end of the fifth financial year after the property was sold by the Council. That is, up to the end of March after the fifth anniversary of the date of purchase.

The initial period continues even if the leaseholder changes.

After the initial 5 year period, the limits referred to in the S125 Notice are no longer applicable.

Consultation on Major Works

There are strict guidelines that the Council must follow when consulting leaseholders about major works. These guidelines are set out in Section 20 of the Landlord and Tenant Act 1985 (as amended). Section 151 of the

Commonhold and Leasehold Reform Act 2002 introduced amendments to the consultation process.

These new regulations introduced a three-stage consultation process.

The following is only a summary as the consultation process is complex. You should take advice if querying consultation and can find information on the LEASE web site (see under 'Useful Contacts')

Stage One

Landlords should consult with leaseholders where they plan to carry out works that would cost individual leaseholders more than £250.

Landlords are required to provide a notice of the proposed works to a Residents and Tenants Association (RTA) if one exists, and to all leaseholders involved. The notice must describe the works to be carried out. Alternatively, leaseholders must be informed where and when they can inspect the documents describing the proposed works.

Leaseholders will be allowed to take copies of the notice free of charge.

Leaseholders have 30 days to make observations on the proposed works, and the Council must have regard to any observations made.

In addition, the Council is required to invite all leaseholders involved in the works to nominate a contractor. If the leaseholders exercise this right the Council must ask the contractor who received the most nominations to provide an estimate. Nominated contractors must fulfil the minimum requirements to be accepted on the Council's approved contractor list. Leaseholders are not permitted to nominate a contractor if the works are to be advertised in the Official Journal of the European Union.

Stage Two

The Council is required to provide leaseholders with at least two estimates

for the works, one of which must be from a contractor wholly unconnected with the Council.

Where a nominated contractor provides an estimate, this must be included as one of the two estimates.

The Council must give the estimate to the Residents and Tenants Association (RTA), if one exists, and to all leaseholders. Alternatively, they must be told where the estimates can be inspected. Leaseholders will be allowed to take copies free of charge.

The second stage Section 20 notice must contain:

- A summary of the work to be carried out and information about the estimates received.
- An invitation to leaseholders to comment on the works and the estimates
- The name and address of the person to whom those observations may be sent.
- The date when those observations must be received, which must be at least 30 days from the date the notice is served
- A copy of the estimates received or
- Information on where the estimates may be inspected.

Stage Three

Once the Council has formally awarded the contract, it must write to the RTA, if there is one, and all leaseholders concerned informing them which contractor the work has been awarded to and the reasons why. The Council must also provide details of all the observations received and its response to them. This is not necessary in cases where the contract has been awarded to a nominated contractor or the contractor who supplied the lowest estimate.

When will I receive a bill for the works?

In accordance with Section 20, the Council must advise you each year of

your liability for any major works that have been carried out.

Invoices for major works will not normally be issued until the final account has been agreed.

Does the Council offer any payment options?

Yes, in the following circumstances:

(a) Housing Service Charge Loans Regulations 1992

These regulations give leaseholders the right to apply for a Service Charge Loan from the Council during the first ten years of the lease.

If your share of the cost of the works is more than £2,585, you may exercise your right to a loan once you have received your invoice. The minimum loan is £645

You must make a written application to the Home Ownership Team no later than six weeks after receiving your invoice.

(b) In some circumstances the Council may agree to payment by instalments.

If you wish to discuss payment options please contact our Sundry Debtors section on 01268 294548.

Are there other payment options?

(a) Help from the Benefit Agencies

If you are on a low income or income support, the Benefits Agency or Pension Credit may help you with bills for major works.

You should contact the Benefits Agency on 01268 363000 or Pension Credit on 0845 6060265.

- (b) You may be able to add the amount to your mortgage.
- (c) You may be able to obtain a loan from a bank or building society.

What are Long Term Agreements?

These are contracts that are entered into by the Council in order to provide a service, such as grounds or lift maintenance, where the contract will last more than 12 months.

If leaseholders will be required to pay more than £100 a year for their share of a service carried out under a long-term agreement, the Council must comply with the consultation regulations contained in Section 151 of the Commonhold and Leasehold Reform Act 2002.

Consultation on Long Term Agreements

The consultation procedure for long-term agreements is very similar to the procedure for major works previously mentioned. There are three stages.

Stage one

The Council must write to all the leaseholders to advise them of the service to be provided. Leaseholders are then given 30 days to raise observations about that service or nominate a contractor.

Leaseholders are not permitted to nominate a contractor if the works are to be advertised in the Official Journal of the European Union.

Stage two

Once estimates are received, the Council must send the leaseholders a second notice providing details of the works and the estimates. Leaseholders are given another 30 days to raise any observations.

Stage three

This requires the Council to write to all the leaseholders to advise them

who the contract has been awarded to and why. This is not necessary in cases where the contract has been awarded to a nominated contractor or the contractor who supplied the lowest estimate. The Council must also provide details of all the observations received and its response to them.

Emergency Works

Note: The Council may have to carry out emergency works without consultation. In these circumstances and for your safety, the work will be done and, if necessary, the consultation process dispensed with by application to the Leasehold Valuation Tribunal.

ANTI SOCIAL BEHAVIOUR

As a leaseholder in a Council (or ex-Commission for the New Towns) block you may encounter a problem with another resident. This could be

- another leaseholder or his/her sub-tenant
- a Council tenant, or
- a housing association resident.

There are many categories of anti-social behaviour, which includes but is not limited to:

- Abuse or insulting words or behaviour
- Harassment on the grounds of age, gender, religion, race, colour, appearance, disability, sexual orientation, cultural background.
- Intimidation/assault
- Violence or threats of violence to any person (including domestic violence)
- Noise
- Using and selling drugs
- Using or allowing the premises to be used for illegal or immoral purposes, such as prostitution, handling drugs and handling or storing stolen goods.
- Rubbish dumping and misuse of communal areas (e.g. car repairs)
- Any nuisance or annoyance caused by pets or other animals including barking dogs and fouling.

What to do if you are suffering from Anti-Social Behaviour

Basildon Council will respond to all complaints of anti-social behaviour. Before contacting Housing Services, you should consider dealing with the problem yourself. There are a number of ways in which you can do this:

Talk to the person who is causing the problem

Firstly, only if safe and appropriate, you should speak to whoever is causing the problem. Often people are unaware they are causing a problem in the

first place and will immediately stop their behaviour once that they have been made aware that it is causing nuisance, alarm or distress.

- Contact Basildon Mediation (Telephone 01268 465555)
Basildon Mediation is an independent service that has trained staff and volunteers who can help you to resolve a low level problem with your neighbour.
- Contact the Police (01268 532212)
Any criminal behaviour should first be reported to the Police as they are the lead agency on all criminal matters.
- Contact Environmental Health (Telephone 01268 294280)
All noise complaints should first be reported to Environmental Health, as they are the lead agency on all noise related issues.
- Contact Streetcare (Telephone 01268 294949)
Rubbish dumping (fly tipping), abandoned vehicles and graffiti can be reported to Streetcare

The Council accepts that individuals have the right to their chosen lifestyle as long as this does not spoil the quality of life for others and that this implies some degree of tolerance of, and respect for, the requirements and needs of others. Before considering any action, think seriously to make sure there is a real problem and take into account the different lifestyles or behaviour of different generations and the lack of sound insulation in many of our flat blocks.

Consider monitoring the situation and record any incidents of anti-social behaviour. These records are useful in evidencing the complaint should it result in further action through the courts.

The Council, as freeholder of the block, may become involved in disputes as the lease and a tenant's tenancy agreement set out clauses relating to

unacceptable behaviour. It is these clauses that are the basis for settling any disputes.

If there is no improvement in the situation then you may wish to take the matter further as below:

- Basildon Council/ex-Commission for the New Towns leaseholder complaining about tenant. In this instance we would normally ask you to contact your local Area Housing Office staff who are responsible for tenancy and estate management. Ask to discuss the matter with the Estate Officer for your area who may consider action under the tenancy agreement.
- BDC/ex-CNT leaseholder complaining about another leaseholder. The main framework for action in these cases is the lease covenants. You should check your lease (which should be similar to the other leases in the same block) for a covenant which covers the problem you are experiencing. You may contact the Home Ownership Team to discuss the matter in general terms, particularly if you feel the matter should be taken up as part of the Lessors' (the Council as landlord) obligations but the Council will not give legal advice.
- In certain circumstances the Council may write to the offending leaseholder pointing out their responsibilities under the lease but the cost of any further action may have to be funded by yourself or you may have to pursue the case through the County Court as a private action.
- BDC/ex-CNT leaseholder complaining about a Housing Association leaseholder. Action is as above with the possibility that the Home Ownership Team may contact the Housing Association concerned to inform them of the situation.

As leaseholders of the Council you are responsible under the terms of your lease for the behaviour of your pets, household and other visitors

both at your address and in the local vicinity. Your lease could be placed at risk if these are broken.

You may encounter the following:

- A tenant complaining about you as a BDC/ex-CNT leaseholder
The tenant would normally approach the local Area Housing Office who liaise with the Home Ownership team. The tenant would be asked to monitor any problem over time to provide evidence of a nuisance but early action may be considered if there is a more serious incident. The Area Housing Office staff would normally take the lead in the matter but the Home Ownership Team may write to you concerning the situation.
- A sub-tenant of your leasehold property causing a nuisance.
The Home Ownership Team and Legal Department hold records of the accommodation addresses of leaseholders who have subtenants and would contact the leaseholder in writing if there is a problem. We would advise of any incidents and ask you to investigate and take action if necessary.

Non Legal remedies for dealing with Anti Social behaviour

These include:

- Mediation
- Referring the alleged perpetrator for support
- Warning the alleged perpetrator about their behaviour
- Setting up an acceptable behaviour contract (ABC) with the perpetrator, which will list what the perpetrator must stop doing to end the unacceptable behaviour and monitor any such agreement
- Removing offensive graffiti promptly

Legal Action

If the anti-social behaviour is very serious or if non-legal methods are attempted and fail, and there is clear evidence of anti-social behaviour, legal action can be considered. The action Housing Services will take will depend

on a number of factors such as the lessee's and landlord's obligations as set out in the lease but could include:

- Forfeiture of the lease
- Applications for injunctions
- Applications for Anti-Social Behaviour Orders (ASBOs)
- Possession proceedings for evicting Council tenants from their home for their behaviour, their children or their visitors
- Proceedings for demoting a tenancy so that it can be ended easily if further incidents occur

The Council may also liaise with the police for the investigation of possible criminal offences.

Where Environmental Health Officers have collected evidence, those responsible for noise nuisance could also be prosecuted by the Council in the criminal court and have their music equipment seized where appropriate.

SELLING YOUR HOME

Do I need the Council's permission to sell my home?

No, you do not normally need our permission to sell your property. However, if you bought the flat from the Council after 18th January 2005, and you wish to sell within the first 10 years, you have to offer the property to the Council (called the right of first refusal).

Will I need to repay any of the Right to Buy discount?

If you purchased the property from the Council under the Right to Buy before January 18th 2005 or you applied before that date but completed the purchase after that date you will need to repay all or some of the discount if you sell within three years of your purchase. If you applied and completed after January 18th 2005 you will need to repay all or some of the discount if you sell within 5 years of your purchase.

Will I need to obtain any information from the Council?

The person buying your property may want details of the service charges and any works that have recently been carried out or are planned for the future.

Your solicitor will normally write to the Council asking for any information they require. He or she should contact the Legal Department. There is a fee for this service. The Council will not enter into any correspondence with anyone other than the leaseholders or their legal representatives. We will not deal directly with any prospective purchaser or their solicitor.

Do I need to notify the Council once the property is sold?

It is the new leaseholder's responsibility to notify the Council that the lease has been assigned into different names. This must be done within 21 days of completion and the solicitor usually advises the Council. The Council's records cannot be amended until the Council has received the official notice of assignment. Failure to do so could be a breach of the lease agreement.

The building insurance cover may also be affected if the lease is not in the correct names.

Correct details are also needed for sending service charge notification and for emergency repair contact, e.g. for plumbing leaks.

LETTING YOUR HOME

Do I need the Council's permission to let my flat?

You do not normally need the Council's permission to let your property.

Do I need to notify the Council if I have let the property?

Yes. If the property is sub-let, your building insurance may be affected. Failure to notify the Council may result in loss of insurance cover.

You should notify the Home Ownership Team in writing, providing details of your correspondence address and emergency contact telephone numbers.

Remember: You are still the owner of the property and therefore responsible for the service charges. Your tenants must abide by the terms of the lease. If they do not, the Council may take action against you as the owner of the property.

You should also contact your mortgage lender if you wish to sub-let your property to check that the terms of your mortgage will allow this.

Buying the Freehold

In some circumstances leaseholders have the right to buy the freehold of the block from the Council. This is called 'enfranchisement' -

What are the qualifying conditions for enfranchisement?

You must have a long lease of a flat (originally granted for more than 21 years) at a low rent

There must be two or more flats in the building

Not more than 25% of the internal floor area (apart from common parts such as stairs) should be in non-residential use – for example, as a shop or an office.

At least one half of all the flats in the building are let to qualifying tenants.

You can obtain a copy of the booklet 'Your right to buy the freehold of your building or renew your lease' from the Office of the Deputy Prime Minister.

COMPLAINTS

How do I make a complaint?

If you have a complaint about your service charge, or standard of service, you should raise this in the first place with the Home Ownership Team in writing.

We will refer your complaint to the relevant section within Housing Services. Once we receive a reply, we will send you our response.

We will also make any adjustments to your service charges that may be necessary.

The Complaints Procedure

If you are unhappy with the response you receive from the Home Ownership Team, you can make a complaint via the Council's Complaints Procedure. A leaflet 'Have Your Say' is available on request.

There are four steps to this procedure.

Step One

Contact the department concerned and you should receive a reply within 10 working days.

Step Two

If you are not satisfied, you can complete the complaint form in the leaflet and return it to the Service Advice Centre who will ensure the manager of the department responds to you directly. All complaints should be dealt with within 10 working days.

Step Three

If you are not satisfied with the reply received under step two you can have your complaint reviewed by the Council's Complaints Officer. A separate investigation will look at all aspects of your complaint. You can expect a reply within 10 working days.

Step Four

If you are still not satisfied with the Council's response you can have your complaint presented to Councillors at a special Appeals Committee. You will be given 10 working days notice of the appeal. You or your representative will be able to attend the appeal hearing to discuss your complaint and the Councillors will decide if your complaint has been upheld. You will be notified of the decision on your complaint within 3 working days of the Appeal hearing.

You also have the right to raise any matter with your Ward Councillor, with the Local Ombudsman or with the Leasehold Valuation Tribunal.

The name and address of your Ward Councillor can be obtained from any Council Office.

The Local Government Ombudsman

The Ombudsman usually only pursues a complaint once you have complained to the Council first. Leaflets are available at the main reception at the Basildon Centre, from the Service Advice Centre or you can contact:

The Commission for Local Administration in England

Millbank Tower

Millbank

London

SWIP 4QP

Tel: 020 7217 4620

Fax: 020 7217 4621

Leasehold Valuation Tribunal (LVT)

The purpose of a LVT is to resolve disputes about service charges between leaseholders and landlords.

LVTs are independent and impartial. They normally consist of three members: a lawyer, a valuer and a layperson.

Hearings are semi-formal, evidence is not given under oath and applicants do not have to be represented by a solicitor or barrister.

Applicants are required to provide evidence to support their case.

The LVT will hear both sides of the argument and then determine the issue. Their conclusion is issued in writing a short time after the hearing.

The LVT's determination is usually binding on all the leaseholders in the block.

Under the Housing Act 1996 LVTs have jurisdiction to determine:

- Reasonableness of service charges
- Appointment of managers
- Reasonableness of insurance

Under the 2002 Commonhold and Leasehold Reform Act 2002 LVTs can:

- determine whether or not a service charge is payable including:
 - the person by whom it is payable
 - the person to whom it is payable
 - the amount that is payable
 - the date at which it is payable
 - the manner in which it is payable
- consider administration charges, determine their reasonableness and the reasonableness of any formula in the lease to determine them;
- vary leases that do not make adequate provision in relation to various matters including service and other charges;
- award costs where in the opinion of the tribunal a party has acted frivolously, vexatiously, abusively, disruptively, or otherwise unreasonably.

LVTs will still not be able to consider a matter where the leaseholder has

already agreed or admitted the charge.

More detail is available in the Residential Property Tribunal Service booklet 'Leasehold Valuation Tribunals'.

PERMISSION TO CARRY OUT WORKS

What work do I need the Council's permission for?

You need our permission (landlord's consent) for any work to the structure of your home. This includes:

- Removing or building walls or chimney breasts
- Changing external doors or windows (see note)*

You also need our permission for works such as:

- Installation of a satellite/TV aerials
- Erection of fencing
- Installation of new windows or double glazing

You must write to the Home Ownership Team for landlord's consent. You will need to include full details of the works you wish to carry out along with any plans. We may ask one of our inspectors to visit the property to clarify any aspect of the works you wish to complete.

Once landlord's consent has been given you will still need to:

- Check with Planning as some alterations will require planning permission or are affected by building regulations
- Apply the rules of the statutory authorities such as gas, water and electricity companies
- Keep to any condition we set out when giving permission

*Note: Installation of external replacement doors and windows must be carried out by a FENSA registered company or be subject to extra building control regulations.

Works must be carried out properly and safely by a qualified worker. (We may wish to carry out an inspection once the works are completed)

The Council will not accept liability for damage or injury caused during works and will have no future responsibility for maintenance or for any damage related to the works.

PAYMENT METHODS

How to pay

DO NOT send any cash in the post.

You may pay by cash, postal order or cheque at your local Area Housing Office.

Payment by monthly direct debit or arrangement is available and can be dealt with through our Sundry Debtors section on 01268 294548

Payment can be made at any Area Housing Offices and/or direct to our Sundry Debtor section.

Payment by Debit/Credit cards can be made on the credit card line – 01268 294343.

LEASEHOLD REPRESENTATIVES

Basildon Council is committed to the consultation and involvement of their leaseholders in housing issues aimed at developing policies and improving services.

Basildon's Tenant Participation Compact is an agreement between the Council and Basildon's Council tenants and leaseholders and enables them to have a say about what is happening to their homes and communities. It provides a two-way process involving the sharing of ideas and information, and helps to influence decisions made to improve Basildon Council Services.

The Compact is recognised as a 'living' document that needs to be monitored to ensure participation is recognised throughout the Housing Service. By working together as equal partners we will ensure our homes and communities are good places to live.

We aim to make sure the Compact is an effective partnership between the Council and its tenants and leaseholders in the following way:

Communities and Consultation

- By offering choices for tenants and leaseholders to be involved in housing policy and service development issues e.g. service charges, revisions to the Leaseholder Handbook.
- By feeding the results of consultation into management and political structures e.g. Housing & Community Safety Scrutiny Committee, Service Improvement Panel, Repairs Service Panel, Leasehold Service Panel, Sheltered Housing Forum and from the Community Panels across the district
- By working in partnership with other internal and external agencies

Increasing Opportunities for Involvement

- By providing support and assistance to set up consultation groups
- By promoting involvement from under-represented groups in the community
- By providing information on leasehold policy and practice

Training for Tenant and Leaseholder Representatives

- We aim to provide training for tenant and leaseholder representatives to enable them to represent their groups with confidence and to be accountable to their members
- We aim to improve the knowledge and skills of leaseholders on issues they are involved in

Representatives Involvement will include:

- Attendance at meetings, focus groups etc, and taking part in discussions.
- Contributing to issues to be discussed on agendas and at meetings.
- Visits to inspect estates within the Basildon district and raising issues in respect of flat blocks and the surrounding environment.
- Responding to queries from other tenants and leaseholders
- Approaching Councillors and Council officers to raise issues

To assist in this the Council has provided:

- A Tenant Resource Centre (for the use of both tenants and leaseholders) with access to the Internet and to office equipment e.g. photocopiers, telephones and computers, enabling housing representatives to develop skills and facilitate participation actively
- A Tenant Participation Team with officers to assist with arrangements for meetings, advice and support

Getting Involved:

There are several ways for leaseholders to become involved with developing policies and improving services.

- Individual consultation (surveys/comments/complaints form)
- Focus Groups (for specific service feedback)
- Leaseholder Service Panels,
- Annual leaseholder Open Forum
- As housing representatives
- 'On line' information technology communications

If you would like more information on how to get involved contact:

The Tenant Participation Team on 01268 294711

USEFUL CONTACTS

Home Ownership Team

Third Floor Basildon Centre,
St Martin's Square Basildon,
SS14 1DL
T: 01268 294470

Lease Enquiries

via email
E: leaseenquiry@basildon.gov.uk

Area Housing Offices

Central 01268 294500
Pitsea 01268 465010
Felmores 01268 465200
Laindon 01268 465161

Leasehold Valuation Tribunal

Eastern Area,
Great Eastern House,
Tenison Road
Cambridge, CB1 2TR
T: 0845 100 2616

Ombudsman

The Commission for
Local Administration in England
Millbank Tower
Millbank
London
SW1P 4QP
T: 020 7217 4620
F: 020 7217 4621

Service Advice

T: 01268 294402

Repairs Centre (communal)

T: 01268 465000
(emergency after hours repairs)
T: 01268 286622
E: repaircentre@basildon.gov.uk

Sundry debtors payments and direct debit

T: 01268 294548
Credit card line
T: 01268 294343

Insurance

T: 01268 294694

ODPM publicity (free booklets)

PO Box No.236,
Wetherby LS23 7NB
T: 0870 1226 236

LEASE – the Leasehold Advisory Service

70-74 City Road
London EC1Y 2BJ
T: 020 7490 9580
E: info@lease-advice.org

Leasehold Representatives can be contacted via the Tenant Participation Team:

T: 01268 294711
F: 01268 294458

Basildon Council Web site

www.basildon.gov.uk