

## EXTRA CARE LEASEHOLDERS' HANDBOOK



## (1) INTRODUCTION

This handbook is for everyone who owns, or is thinking of buying, a Saxon Weald extra care apartment.

Established in 2000, Saxon Weald is a housing association managing approximately 6500 homes across Sussex and Hampshire. As a charitable Community Benefit Society, we are dedicated to re-investing the money we collect from rents and charges back into the management and building of homes. We are accountable to the Regulator of Social Housing.

We provide affordable rented homes for individuals and families, as well as properties exclusively for the over 55s, including those with care needs, We also provide homes for market rent, shared ownership and outright sale through our Weald Living brand.

Our aim is to improve the quality of life of our residents and the communities we work with by providing excellent homes and services.



#### WHAT IS EXTRA CARE HOUSING?

Extra care housing gives you the security and privacy of your own self-contained one or two bedroom apartment (with your own front door), along with the reassurance of an on-site professional care team.

You have a home in a safe community and the benefit of communal facilities including a restaurant serving a hot, freshly-cooked twocourse meal at lunchtime.

It is important to note that there are upper limits to the amount of care and support that can be provided in an extra care scheme and very occasionally alternative accommodation may have to be arranged for residents. This decision would be made by health and social care professionals in conjunction with the family or an advocate acting for the resident.

Our extra care schemes are mixed tenure that means that some apartments are sold and others are rented. As in any community there will be a mixture of owner occupiers and tenants.

Extra care schemes are purpose built and planned for the needs of the residents. Your apartment is fitted with emergency pull cords. Other features that make life easier include wet rooms with showers and modern fitted kitchens.

Along with a restaurant, communal lounge, gardens, and an assisted bathroom equipped with lifting equipment, extra care schemes may

benefit from other facilities such as a hairdressing salon or computer suite. Every scheme has a guest room with en suite bathroom, which can be booked for friends and family at a modest charge.

Schemes also offer a range of activities – for example, book and film clubs, and craft sessions. Whether you join in the social life of the scheme is entirely up to you, but there will be opportunities to make new friends and try new hobbies.

Saxon Weald employs a manager at every extra care scheme. It is her, or his, job to make sure that things run smoothly, that the building and grounds are well maintained and that residents are able to live as independently as possible. You pay a charge to cover the cost of employing your scheme manager.

Communal services are paid for through a service charge. You can find out more about service charges in section 2.

The local authority employs a professional team of care staff on-site, providing a tailored package of care for every resident in need. See section 5 for more information on how care is decided, priced and paid for.

People who buy an extra care apartment are often 'future proofing'. You may have no immediate need for all the facilities provided, but you have the peace of mind of knowing that they are available if or when they are needed.

Your neighbours in the scheme will all have different care needs. Some residents may have complex conditions requiring a considerable amount of help and their needs may grow as an illness progresses. The care needs of every resident are regularly reviewed, and living in an extra care scheme may no longer be appropriate in some cases.

### WHAT IS OLDER PEOPLE'S SHARED EQUITY?



Saxon Weald sells most extra care apartments on an older people's shared equity basis. Both you and Saxon Weald own an interest in the apartment.

In the case of older people's shared equity we sell you a 75% share. If a property is valued at £180,000 and you buy a 75% share you will pay £135,000 for your home.

Saxon Weald retains the remaining 25%. No rental or other charge is made for the share that Saxon Weald holds.

When you wish to sell your apartment the property is valued at the current market value and the proceeds of sale are shared according to the equity owned. For example, if the market value has risen to £200,000 then you will receive 75% (£150,000) of the sale price.

#### WHAT IS A LEASEHOLD?

When people move into an extra care scheme they often downsize and move from a house into an apartment. A house is generally owned outright – you have the freehold, and full control over your home. As a freeholder you are entirely responsible for all repairs and upkeep of the building.

The individual apartments within our extra care schemes are sold as leasehold. Saxon Weald is

responsible for repairs to, and upkeep of, the external parts of the building and its communal areas, although not for your individual apartment.

The lease forms a contract between you and Saxon Weald and sets out the obligations of both parties. Within the lease you are referred to as 'the leaseholder' and Saxon Weald is 'the landlord'.

A lease is simply a long tenancy, essentially the right to occupy the apartment for a number of years - our extra care leases are usually 125 years at the outset. Although the lease is for a fixed term and will eventually expire, leaseholders do have legal rights to extend the term of lease. In practice, there is no need even to consider this until only 80 years of your lease remain.

The structure and common parts of the building and the land it stands on are owned by the landlord. The leaseholder owns everything within the four walls of the flat, including floorboards and plaster to the walls and ceilings but not external or structural walls (see Figure I). Saxon Weald owns the structure and common parts of the scheme (see Figure 2) and is responsible for all repairs to the building and those services set out in the lease, including gardening and cleaning. You can find out more about services charges in section 2.

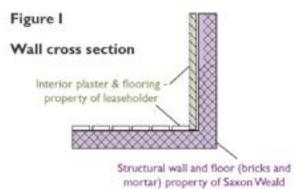


Figure 2

Scheme building

Scheme building
Is property and responsibility of Saxon Weald

As leaseholder, you are responsible for a proportion of Saxon Weald's costs, paid through a service charge. We arrange for provision of the services. The leaseholders (shared equity owners) and tenants (renters) pay for them. Tenants' service charge is included in their rent.

As a leaseholder you must:

- be responsible for the maintenance and decoration of the interior of your home
- pay a share of the costs of maintaining and running the scheme
- · behave in a neighbourly manner
- not sub-let your apartment to someone else
- not carry out alterations without prior permission



It is essential that you understand the requirements of your lease; leaseholders are not entirely free to do what they want in or with their flat. The conditions of the lease are there to protect everyone with an interest in the scheme, including leaseholders, tenants and us as the landlord.

You can sell your leasehold apartment at any time. A new lease is not drawn up when you sell: you 'assign' (sell) the remaining term of lease, the rights that you have to occupy the apartment and the responsibilities of the lease pass to the buyer. The new leaseholder steps into your shoes.



#### 2 SERVICE CHARGES

#### WHAT ARE SERVICE CHARGES?

Owning a leasehold shared equity extra care apartment means you do not need to organise the upkeep of the building. Saxon Weald will arrange:

- communal repairs
- buildings insurance
- grounds maintenance
- fire safety
- external painting
- repairing footpaths
- fencing and drives
- cleaning communal areas
- heating and hot water

As landlord, Saxon Weald is responsible for arranging for the upkeep of the scheme and for the provision of services including those outlined above. All the residents, leaseholders and tenants living in the scheme pay for them. These payments are known as 'service charges'.

Tenants pay a service charge which is calculated on the same basis as the service charge for a leaseholder. However, the service charge paid by tenants does not include a direct contribution towards repairs. This is included in the tenants' rent payments.

Service charges are shared or 'apportioned' in two ways: some are simply calculated by dividing the total charge by the number of dwellings, so in a scheme consisting of 20 apartments each household will contribute 5% of the costs. The share of other charges, such as heating, which varies according to the size of the apartment, is apportioned according to the floor area of the apartment. Electricity is charged directly to individual residents as all apartments have their own supply.

Service charges are calculated on an annual basis. Saxon Weald collects them in advance for a financial year starting on 1 April through to 31 March. The budget is set before 1 April and is based on costs to date, inflation and plans for the scheme. You pay an 'estimated' service charge; an approximation of the costs that we will incur in operating the scheme during the year to come.

We use the best information we have available when we prepare the service charge budget, but, from time to time, costs will be different to that estimated. At the end of the financial year we will analyse or 'reconcile' the account:

- If we have spent more than we estimated, there has been an overspend and the balance will be recouped by adding it to the budget for the next financial year.
- If we have spent less than we estimated, there will be a surplus on account. The surplus is set against the budget for the next financial year, lowering the charge that you will pay in that year.

Please note that you will have to pay your service charge even if you are away from your apartment and it has been empty. This is because all residents must make their contribution to the service charge budget; without it there will be insufficient funds in the account to meet the costs incurred in operating the scheme.

### BREAKDOWN OF SERVICE **CHARGES**

Service charges vary from scheme to scheme, but the usual elements of the charge divided according to the number of apartments include the:

- maintenance of shared parts of the building
- cost of employing the extra care services manager
- lighting and heating communal areas including entrances, corridors, lounges, restaurant/

- dining room, catering kitchen and guest rooms
- cold water supply and sewerage charges for the scheme
- the emergency alarm call system
- service contracts for lifts, fire detection, emergency lighting and heating systems
- cleaning of all communal areas

The elements of service charge which we consider 'personal' and apportioned according to the size of apartment include:

- heating to your apartment
- hot water supplied to your apartment

#### LEASEHOLDER CHARGES

Some service charges only apply to leaseholders.

#### These are:

- A management fee, to cover the cost to Saxon Weald of arranging and supervising the services, and accounting to residents, including the preparation of certified accounts.
- Reserve funds (a saving fund) to pay for future maintenance such as decoration and replacement of parts of the building (roof etc.) (See below for more information.)
- buildings insurance for the structure (all residents should arrange their own contents insurance).
- Communal repairs

Please note that all service charges are compulsory, whether or not the various facilities are used by the leaseholder. Even if you live on the ground floor you will still have to contribute to the cost of the lift and you pay towards the provision of the catering kitchen even if you do not use the meals service.

#### **RESERVE FUNDS**

Where established, the lease provides for Saxon Weald to collect sums in advance to create a reserve or 'sinking' fund. A reserve fund is accumulated and put aside to pay for items that do not happen every year. Its purpose is to ensure that sufficient money is available for future major work, such as roof and window replacement.

A reserve fund helps leaseholders to budget by avoiding spikes in service charges when major work is needed. It ensures that the scheme can be kept in good condition and that repairs and replacements can be carried out when necessary.

Contributions to the reserve fund are not repayable when the apartment is sold, but are an asset transferred at the time of sale.

#### **ESSENTIAL SERVICE CHARGE FACTS**

- 1. Details of what can be charged and the proportion to be paid by the leaseholder are set out in the lease.
- 2. Service charges can vary from year to year, they can go up or down without any limit other than that they are 'reasonable'. Leaseholders have the right to apply to the First Tier Residential Property Tribunal Service (see Section 9) if they think that service charges are unreasonable.
- 3. You are entitled to a statement of service charges within six months of the end of the financial year. As we work on an accounting year from 1 April to 31 March, this means you must receive your service charge statement by 1 October.
- 4. The statement must show all the costs incurred in providing services to your scheme setting out:
- the service charge you must pay
- the total service charges for your scheme
- the cost of the services

The statement must be in a prescribed format, certified by an accountant that, in his opinion, the statement is fair and is supported by accounts, receipts etc., and include written guidance from the government called 'Service Charges – Summary of tenants rights and obligations'.

5. If you are unhappy about the information in the statement you can require sight of the accounts, receipts and other documents that the statement is based on.

## RIGHT TO BE CONSULTED ABOUT SERVICE CHARGES



You are entitled to be consulted before we carry out work where the cost will be above a legally defined threshold or we enter into a contract for more than 12 months and the costs are above a legally defined threshold.

We have to complete a formal consultation process before we begin any major repairs that would cost any leaseholder in the block more than £250. For example, in a block of 20 apartments we must consult if the cost of the proposed work is more than £250  $\times$  20 = £5000.

We must also consult you on any contract of more than 12 months which would cost you (or any other resident) more than £100 a year. Examples of contracts include: buildings insurance; garden maintenance; maintenance and servicing arrangements for lifts and door entry systems.

Before proceeding with such arrangements we are required to carry out a formal consultation process with all those who are expected to contribute to the cost. The purpose is to give you notice of our intentions, and to seek your views on the proposal.

If we fail to carry out the consultation process, we are unable to recover from residents any cost beyond the statutory limits of £250 or £100.

The consultation process is set down in law, and generally speaking requires us to complete three stages:

**Stage I** A description of the work proposed and a statement of why the work is considered necessary. Depending on the value of the contract, you may have opportunity to nominate a contractor to do the work.

**Stage 2** Once we have received quotes we will write to you with information and your estimated cost based on the quotes we have received.

Stage 3 We will write to you to let you know which contractor has been awarded the work and why. This stage is not necessary if we use the lowest price, or a contractor suggested by a leaseholder.

The defined process is lengthy (it takes a minimum of three months and frequently longer) and has specific timescales and rules. When we have to consult you, we will include explanatory notes with the formal notices to help guide you through the procedure.

Sometimes the work is urgent because people's health and safety is at risk and we may have to get on with it without completing the formal consultation process. We will still keep you informed as our plans progress and decisions are made. We will have to apply to the First Tier Residential Property Tribunal for dispensation from the consultation requirements before we can charge you your full contribution to the costs.

#### MANAGEMENT FEES

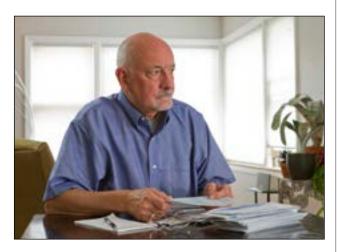
We charge a management fee to cover our cost for:

- managing the leases
- issuing repairs and arranging surveyors
- preparing service charge estimates and calculating actual costs
- collecting accounts for service charges
- arranging insurance and dealing with insurance claims
- providing information such as newsletters and a handbook

#### HOW TO PAY YOUR SERVICE CHARGE

Service charges are collected every month by direct debit and are due on the first day of each month.

## DIFFICULTY PAYING YOUR SERVICE CHARGE



We understand that at times you may have financial problems. If you miss a payment, or think you will miss a payment, do not wait for us to contact you. You should contact us straight away. We cannot help if we do not know about your situation.

If you don't pay your service charge, we will, in normal circumstances, write to you and try to

contact you by phone, or in person. The letter will remind you of your obligation to pay and will ask you to contact us if you are having problems paying your service charge.

If you are having long-term financial problems, you may be entitled to benefits to help you with your housing costs. If you are eligible to claim Pension Credit or are in receipt of certain benefits you may be eligible for help paying your service charges through Department for Works and Pension (DWP). If you would like to check if you are entitled to help with this charge or your other housing costs you can contact DWP direct or contact Saxon Weald's Money Matters Team at moneymatters@saxonweald.com There are other agencies if you do not want to discuss your financial circumstances with us. These include the Citizens Advice Bureau, the Pension Service and National Debtline (see Section 10 for contact details.)

It is your responsibility to pay the service charge or support charge on time. As long as we are able to prove that the charges are reasonable, we may be able to take legal proceedings against you if you do not pay. If our case is agreed by court we may be able to end your lease. If the lease is ended you will lose your share of your home. You will not be entitled to compensation.

# WHAT HAPPENS IF I DISAGREE WITH THE SERVICE CHARGE

If you are unhappy with any of the services we provide, or which are provided by contractors on our behalf, please speak to us immediately. It is more difficult to sort out a complaint about the service if you wait until you receive the service charge statement. We want to investigate any reported failings in service straight away.

If you are unhappy with the cost of your service charge please speak to us in the first instance. Our Service Charge team will investigate and respond.

If we cannot resolve your enquiry satisfactorily, we suggest you take independent advice from one of the following:

- The Leasehold Advisory Service (see Section 10). This is a government funded agency which provides free advice on the law relating to leasehold properties.
- The Citizens' Advice Bureau, which offers free advice (see Section 10).
- A solicitor or other legal adviser, who will probably charge you.

You may also like to consider other organisations that can provide alternative means of dispute resolution, including the Association of Retirement Housing Managers and Age UK (see Section 10).

You may decide to apply to the First Tier Tribunal for a decision on whether the charges are fair and reasonable. The tribunal can decide whether:

- costs are 'reasonable'
- works or services have been provided to a 'reasonable' standard
- if an amount payable before costs are incurred is 'reasonable'

You will need to prepare for an application to the tribunal. Your application must be supported by evidence and not just rest on your opinion that a charge is not reasonable. An application can be made on the basis that works or services are unnecessary, overpriced, or poor, but you may need the assistance of professionals (a surveyor or a solicitor) to prove this to the tribunal.

If the tribunal decides that the cost or standard of work has not been reasonable, it can order the landlord to amend the cost to the level that the tribunal considers is reasonable or to remove the charge from the service charge account altogether. You should not refuse to pay service charges just because you consider them to be unreasonable. If you simply withhold payment and refuse to pay, we will have no alternative but to start recovery action by taking legal proceedings against you. If our case is agreed by court, we may be able to end your lease. If the lease is ended you will lose your share of your home. You will not be entitled to any compensation.

### 3

#### INSURANCE



#### **BUILDINGS INSURANCE**

As the landlord of our extra care schemes we are responsible for arranging the buildings insurance.

The buildings insurance covers the structure of the scheme and includes the fixtures and fittings in your home such as the bathroom suite and the fitted kitchen.

We collect your contribution towards the insurance premium in your service charge account and enclose a summary of the current insurance schedule when we send you your account.

If you have a mortgage, your lender may ask you to insure your apartment with their insurers. If this happens you should tell your mortgage lender that Saxon Weald is the freeholder of the scheme and that we arrange insurance. You can send them a copy of the insurance schedule so they can see the insurance arrangements.

### CLAIMING AGAINST THE BUILDINGS **INSURANCE POLICY**

If you need to make a claim against the policy, please contact us and we can send you a claim form. The insurance company will guide you through the claims process. Please do not have any repair work done until the insurers have contacted you and given you the go-ahead. They may instruct a loss adjuster to assess the damage and you will need to let them into your apartment to inspect. If you make a claim on the buildings insurance policy you will be responsible for paying the excess.

#### **CONTENTS INSURANCE**

The buildings insurance policy does not cover your possessions. You are responsible for insuring the contents of your home such as furniture and carpets.



#### 4 REPAIRS AND MAINTENANCE

#### THE DEFECT LIABILITY PERIOD

If you bought a newly-built apartment it will have the benefit of defects liability. During the defect liability period certain repairs are the responsibility of the builder. The period of defect liability varies between six to 12 months from the date that Saxon Weald accepted the scheme from the builder.

The builder will only be responsible for certain types of repairs during defect liability. If you have a problem in the defect liability period, please contact your extra care services manager.

At the end of the defect liability period, we will inspect the scheme and all the apartments jointly with the builder and will note any outstanding repairs that are the responsibility of the builder. Once the builder has carried out the repairs on that list, they are not responsible for any more repairs to your apartment. You are then responsible for repairs to the inside of your apartment and Saxon Weald is responsible for repairs to the building and communal or shared areas.

#### REPAIRS RESPONSIBILITIES



The general rule is that you will be responsible for all repairs inside your apartment. This will include the front door, the glass, hinges, catches and locks of the windows, the plaster on the walls, the floor surfaces and services (electricity and plumbing) and kitchen appliances inside the apartment.

As the landlord of the scheme we are responsible for arranging repairs to the structure of the building, the shared areas such as hallways and lounges and shared services such as heating and door entry. A proportion of the cost of these repairs will be included in your service charge bill. If any repair will cost more than £250 for each property we will consult with you first (see Section 2 Service Charges – Right to consultation on service charges).

If you, a member of your household or your guest cause damage, we will charge you for the cost of the repair.

Sometimes we will need access to your apartment to make a repair to the structure or shared facilities, for example to investigate blocked shared drains. The lease gives us the right to come into your apartment both for planned repairs and in the event of an emergency. We will always try to give you notice and agree a time that is convenient to you. If there is an emergency we may need to disturb you with little warning.

The following table sets out a general guideline of repair responsibilities. Please note that your lease may be slightly different.

REPAIR TYPE	WHO IS
Ball valve	RESPONSIBLE Leaseholder
Bath, shower, basin, toilet	Leaseholder
Beams	Saxon Weald
Boiler (communal)	Saxon Weald
Boiler in apartment	Leaseholder
Car park	Saxon Weald
Ceiling (decoration)	Leaseholder
Ceiling (structure including plaster)	Leaseholder
Central heating fittings in apartment	Leaseholder
Communal central heating	Saxon Weald
Consumer unit (fuse board)	Leaseholder
Decorations (communal areas)	Saxon Weald
Decorations (external)	Saxon Weald
Decorations (internal to apartment)	Leaseholder
Door Closer (automatic closer to apartment door, connected to fire alarm)	Leaseholder
Door entry system	Saxon Weald
Door (communal areas)	Saxon Weald
Door (apartment front door) including frame, locks, handles	Leaseholder
Drains & Sewers serving more than one property	Saxon Weald
Drains & Sewers solely serving the flat	Leaseholder
Electricity supply (mains)	Electricity supplier

REPAIR TYPE	WHO IS RESPONSIBLE
Electricity supply (communal)	Saxon Weald
Electricity supply (inside apartment from meter)	Leaseholder
Extractor fans	Leaseholder
Fascia and soffits	Saxon Weald
Fire-fighting equipment in communal areas	Saxon Weald
Fixtures and fittings (sanitary ware, fitted cupboards, fitted kitchen appliances)	Leaseholder
Floor (raised floors, screeds, floor covering)	Leaseholder
Foundations	Saxon Weald
Fuses and fuse board	Leaseholder
Gardens (communal)	Saxon Weald
Gates and boundary walls	Saxon Weald
Gutters	Saxon Weald
Kitchen appliances	Leaseholder
Kitchen sink	Leaseholder
Kitchen cupboards	Leaseholder
Lifts	Saxon Weald
Lighting (communal)	Saxon Weald
Parking	Saxon Weald
Paths	Saxon Weald
Pests (communal areas)	Saxon Weald
Pests (in apartment)	Leaseholder
Pipework (shared)	Saxon Weald
Pipework (solely serving the flat)	Leaseholder

Continued...

#### ... Repair responsibilities continued:

REPAIR TYPE	WHO IS RESPONSIBLE
Rainwater pipes	Saxon Weald
Roof	Saxon Weald
Skirting board	Leaseholder
Smoke detectors	Saxon Weald
Soil pipes	Saxon Weald
Stopcock (mains to building)	Saxon Weald
Stopcock (inside apartment)	Leaseholder
Taps and washers	Leaseholder
Timbers and joists	Saxon Weald
Toilet (communal)	Saxon Weald
Toilet (in apartment)	Leaseholder
TV aerial	Saxon Weald
Walls (external and boundary walls of apartment)	Saxon Weald
Walls (non-load bearing within apartment)	Leaseholder
Waste pipes	Leaseholder
Water supply (to internal stopcock)	Saxon Weald
Water supply (from internal stopcock)	Leaseholder
Water tank (shared)	Saxon Weald
Water tank (hot/cold within apartment)	Leaseholder
Window frame	Saxon Weald
Window frame (internal surface, locks, catches, fastening, stays, hinges)	Leaseholder
Window glass	Leaseholder

#### REPORTING A REPAIR

If the repair is our responsibility (the structure or shared parts of the building) please report it to us as soon as you can.

If an urgent fault arises outside of the extra care services manager's normal working hours, please telephone our main number: 01403 226000. There will always be someone to take your call, and, if necessary, to arrange for an emergency repair.

If you are uncertain who is responsible for a repair please speak to your extra care services manager in the first instance. They can ask our Home Ownership team for advice.

If the repair is our responsibility but needs to be carried out inside your apartment we may need to give your name, address and telephone number to our contractor so they can make an appointment with you.

#### **EMERGENCY REPAIRS**

If your repair is an emergency, we will treat it as a priority and attend as soon as an operative becomes available to make it safe. Emergency repairs cover situations including:

- no heating, water or electricity
- blockages in shared drains and pipes
- damage caused by fire or flood
- major damage to the structure of the building

Please remember that while we will make a response within 24 hours we may have to come back at a later date to carry out a full repair.

You may be recharged the costs of repair if it is found that the fault was caused by misuse or the repair was your responsibility.

## NON-EMERGENCY REPAIRS TO COMMUNAL AND EXTERNAL AREAS

We aim to complete communal area and external repairs within 28 days (sooner if it is a health and safety hazard).

These could include problems such as:

- a lift not working (if there were no working lifts this would constitute an emergency repair)
- leaking roofs
- · clearing guttering and downpipes
- repointing or repairs to brickwork
- adjusting communal doors

## MAJOR WORK AND CYCLICAL MAINTENANCE

As well as reacting to repairs on a day-to-day basis, we will also carry out planned maintenance to the scheme.

This includes everything from redecoration (usually carried out every seven years) to replacement of large components as they reach the end of their expected life – for example replacing a roof.

We will include the cost of planned maintenance in your service charge account. Where appropriate the cost will be met from the reserve/sinking fund.

If any repair will cost more than £250 for each property we will consult with you first (see Section 2: Service Charges – Right to consultation).

### 5

### CARE AND SUPPORT SERVICES



Care and support services are an essential feature of an extra care scheme. Care is provided by a professional team, administering both an agreed care and support package and providing help in an emergency. You will receive support from your extra care services manager, who will help you to live as independently as possible.

Extra care schemes are designed to enable people to live independent lives in their own homes. They provide an alternative to residential care and can be an ideal solution for couples with different care needs who want to remain living together.

However, there are upper limits to the amount of care and support that can be provided in an extra care scheme and very occasionally alternative accommodation may have to be arranged for residents. This decision would be made by health and social care professionals in conjunction with the family or an advocate acting for the resident.

The care provided in our schemes is commissioned by the local authority's adult social care team, part of its social services department. The team will assess your needs and create a care package to meet those needs. We work in partnership with both social services and the appointed care provider. Information on how care charges are paid is available from your local authority.

In some schemes you may be able to commission some additional care from the onsite team or from a provider of your choice. Your extra care services manager will be able to tell you if this option is available to you.

Residents living in extra care will have a wide range of care needs. As a leaseholder, you may have bought your apartment in order to 'future proof', planning a move rather than being forced into it, and have no immediate need of any care.

A few residents will need minimal assistance: perhaps help with shopping. Others may need help with cleaning or preparing food, or support managing their finances and benefit claims. Some residents will have medical needs and require supervision including monitoring their health and dispensing medication.

Residents with early stage dementia can be supported in extra care schemes to continue an independent life with dignity and meaningful social interaction for as long as possible. It is important that everyone in an extra care community respects the rights of others living there, whatever their care needs.

You should speak to your extra care services manager if you are concerned about the behaviour of another resident.

### 6 ENHANCED HOUSING MANAGEMENT

This is the charge you pay for the extra care services manager.

This charge covers the support that is available from your services manager to help you live independently, as well as the cost associated for them managing communal facilities and completing regular essential health and safety checks around the building.

#### **EXTRA CARE SERVICES**

Your extra care services manager will act as the first point of contact for your scheme and will ensure that everything runs smoothly on-site including reporting and arranging communal repairs and sign posting customers to support services. They will be involved in the management of your scheme and will work closely with our repairs team, our external contractors, social services, the catering team and the on-site care team.

When you first move in you will receive a settling in visit from your extra care services manager. They will let you know when and where activities take place at the scheme, ensure that you are aware of the fire safety procedures and help you settle in to the scheme.

Our extra care schemes enable you to live independently and you have the privacy of your own front door. However, there will be a extra care services manager on site during the working week to:

- To test the fire alarm and ensure your pull cord is working.
- Inspect the building to ensure it complies with health and safety requirements.
- Signpost you to other support services such as budgeting, social services or welfare advice.
- Deal with antisocial behaviour.

Please note that our extra care services managers do not work evenings and weekends. They are only available during office hours. In an emergency, outside normal working hours you can summon help from the care staff by using the alarm call in your apartment.

Our extra care services manager put the well-being of residents at the heart of everything they do. They aim to help residents to live as independently as possible. Although you will have a extra care services manager allocated to your scheme, we offer a team based approach which means that you may see alternative members of the team for cover during periods of absence or holiday.



#### 7 LOOKING AFTER YOUR HOME

#### **ELECTRICITY**

All of our new homes have modern consumer units (fuse boards) including miniature circuit breakers Circuit breakers are more sensitive than the old type of fuses and will trip (disconnect the power in your home) if they detect faults in appliances. If your circuit breaker trips you should systematically go through the appliances in your apartment, turning them off one by one, until you identify the faulty appliance.

If you think you have an electrical fault, or one of your light fittings has been affected by a leak, you must switch off the electric at the mains. The switch will be next to the consumer unit or meter. If you are instructing an electrician we recommend you look for one who is registered with the NICEIC (National Inspection Council for Electrical Installation Contracting (see Section 10).

#### STOPCOCK AND VALVES

It is important that you can find your stopcock in case you need to turn off the water supply in an emergency. The stopcock is usually in or above the airing cupboard or under the sink in the kitchen.

#### **SECURITY**

Your scheme has a phone-entry system on all the main entrance doors for the safety and protection of all residents. Always close the main doors behind you and check that they are shut.

- Never leave any secured door on the latch.
- Do not let people you don't know into the apartments using the phone-entry system.
- If someone is calling on you to provide a service, such as a meter reader, always check their identification.



If you lose your keys or get locked out when the extra care services manager is not on duty, you will have to arrange for the lock to be changed. If your locksmith has to fit a lock which is not compliant with the scheme's master key system this is only acceptable on a temporary basis. You will have to pay for a permanent replacement with a lock which does comply to the master system used in the scheme.

You should keep your own front door closed. This is not just for security: the front door of your apartment is the main protection for you in case of fire in the communal hallway.

Your door has a self-closing device fitted and you should not remove it, or alter the door or letter box in any other way.

#### **FIRE**

Your apartment has been designed to be safe in the event of fire. Each apartment is a fire resistant box and it is unlikely that a fire will spread beyond the apartment where it starts.

The front door of your flat is a vital part of fire safety both for you and your neighbours. It prevents fire and smoke penetrating, keeping you safe if the fire is outside of your apartment. It stops flames and smoke from a fire in an apartment spreading to the communal hallways and obstructing the escape route.

In the case of fire a 'stay put' or 'delayed evacuation' policy will apply. This means that,

unless the fire breaks out in your apartment, it is safest to stay in your own apartment unless or until the fire service, assisted by care staff, directs you otherwise. A fire alarm will sound if fire breaks out. The alarm is tested each week so you will be familiar with its sound.

#### Fire safety:

Do not obstruct the communal hallway – this will be the escape route in the event of fire.

- Do not prop open fire doors.
- Do not store combustible items in cupboards that house electrical consumer units/meters.
- Do not use portable gas heaters.
- Be careful when disposing of rubbish: ensure cigarettes, matches or other flames are fully extinguished.
- Close the internal doors in your flat at night.

#### 8 LIVING IN YOUR HOME

#### BE A GOOD NEIGHBOUR

While our modern extra care apartments are built with good insulation, living in an apartment means you may have neighbours living above and below you as well on each side.

Noise is one of the biggest causes of neighbour disputes. Please be considerate and let them know if you expect any unusual noise, for example because you are having work done, or welcoming a large number of visitors. You must not make any noise that can be heard outside of your apartment between the hours of 11pm and 8am. If you are moving around the communal areas or hallways between these hours please be as quiet as possible.

Water leaks can be a common cause of damage. If you expect to be away from your apartment for more than a few days it is sensible to turn the water off at the stopcock. Please make sure that

the extra care services manager knows how to contact you in an emergency.

Please tell the extra care services manager if you want to book the communal lounge for a social gathering You are not permitted to light fires or use barbecue equipment in the communal gardens or on your balcony or patio.

#### MAKING IMPROVEMENTS



You may make small alterations to your home, for example fitting curtain rails or shelves, without asking us. When you carry out DIY work, please consider your neighbours; let them know what you are doing and how long it is likely to take.

If you want to make larger improvements, such as replacing kitchen units, you must get our written permission before you start work. We will charge an administration fee for considering your application to make an improvement. You must pay this fee even if we refuse permission. If you want to make an improvement, you must put your application in writing and send it to the Home Ownership team (see Section 10).

This process is to protect your interests, and the value of your property, as well as ours. We will set out our requirements, and will insist that work is done professionally and to a high standard.

You are not allowed to fit laminate flooring or other similar hard flooring without first obtaining our written agreement. We will refuse consent if we think that the floor may transmit sound and disturb a neighbour.

#### **NUISANCE**

You have the right to live in a pleasant, safe community. If you have a problem with your neighbours, you should discuss it with your scheme manager.

There are likely to be residents in the scheme who have early stage dementia. These residents can be supported in an extra care scheme to continue an independent life with dignity for as long as possible.

However, there may be a point at which it is no longer appropriate for an individual to live in an extra care community because we cannot meet their needs Any decision to re-house a resident will be made in conjunction with social services, the care team and family members or an advocate acting on behalf of the resident.

#### **PARKING**



The rules on allocated parking vary from scheme to scheme. If you are not sure about the parking arrangements for your scheme please speak to your extra care services manager.

- Disabled parking spaces are strictly reserved for the use of blue badge holders only.
- Do not park on the grass, on footpaths, in front of entrance doors or fire exits. Please park considerately, and always allow enough

- room for emergency vehicles.
- All vehicles parked at the scheme must be taxed and roadworthy.

#### **PETS**



You must have prior consent before keeping a pet in your apartment. If this is granted you must ensure that it is kept under control at all times. Dogs should not be allowed to roam or foul in the communal areas or gardens. Your pet must not cause nuisance to others.

#### KEEP IMPORTANT INFORMATION

Keep your statement of service charge and budgets, and any consultation notices we send you. You will need these documents when you come to sell.

#### SUB-LETTING

You are not permitted to sub-let (arrange a tenancy of your apartment.

#### SELLING YOUR APARTMENT

If you wish to sell your apartment you must notify us in writing. We will reply setting out the procedure for finding a purchaser for the apartment. The letter will advise you about obtaining a valuation and the arrangements that we will make to advertise the apartment. It will also set out the costs you will incur, including the fees payable for the nomination of a buyer.

We hold waiting lists of potential purchasers but, if we are unable to identify a buyer within eight weeks, you can then place the apartment on the market with an estate agent of your choice.

Prospective buyers will need to meet the extra care services manager before the sale can proceed to ensure that they comply with the criteria for buyers as set out in the lease. Most schemes have a lower age limit of 60, although it is 55 in some cases.

Your lease contains a clause allowing us to make a charge for the sale of your apartment. This charge covers our costs and will vary according to the arrangements of the sale.

#### COMPLAINTS AND COMPLIMENTS

We take pride in providing good customer service, however, we know that occasionally things can go wrong. Here is some information on how to make a complaint and what you can expect from us. A copy of our full complaints policy is available on request.

#### **HOW TO COMPLAIN**

Simply contact us telling us:

- what the problem is, giving details where possible, such as dates / names
- what you would like to see happen next
- how best to contact you

We ask that you bring any problems to our attention within eight weeks of the issue occurring.

#### **OUR COMPLAINTS PROCEDURE**

We try to deal with complaints quickly and fairly. We will consider and respond to all complaints within 10 working days of receiving them. In the unlikely event that you are not happy with our response, we will refer the issue to our customer experience team. They will investigate your complaint and respond within 10 working days of it being referred to them. This will be our final response to the issue.

#### STILL DISSATISFIED?

If you have been through our complaints procedure and are not satisfied, you have two options to take your complaint further. For matters related to service charges or lease terms you can apply to the First Tier Tribunal to make an adjudication. For all other matters you have the right for your complaint to be considered by a 'designated person'. This could be a local councillor or your MP. This person can either help resolve your complaint, reject your complaint or refer you to the Independent Housing Ombudsman. You can also contact the Ombudsman direct, but must wait until eight weeks from the end of our complaints process.

## Housing Ombudsman Service

PO Box 152, Liverpool L33 7WQ

Telephone: 0300 111 3000

Email: info@housing-ombudsman.org.uk

#### UNACCEPTABLE BEHAVIOUR

We reserve the right not to consider a case if the complainant acts in an unreasonable, rude or aggressive manner, or where the complaint is frivolous, or has already been closed.

#### HELP MAKING A COMPLAINT

If you are not confident about communicating your complaint, you are entitled to have a friend, family member or other advocate act on your behalf. We will need your permission to share your information with this person.

There is also advice on making a complaint on the Housing Ombudsman's website www.housing-ombudsman.org.uk

#### INDEPENDENT ADVICE

If you would like some independent advice or help understanding your lease and service charges, we suggest you visit the Leasehold Advisory Service website, where you will be able to download, or order, a comprehensive guide to your legal position.

**LEASE** - The Leasehold Advisory Service Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX Tel: 020 7832 2500 Email: info@lease-advice.org www.lease-advice.org



#### 10 USEFUL CONTACTS

Other organisations who provide helpful information and advice about your lease and help with managing your finances:

#### **ARMA**

The Association of Retirement Housing Managers

Tel: 0207 463 0660

Email: enquiries@arhm.org

www.arhm.org

#### GOV.UK

The government's information website at www.gov.uk/leasehold-property For pension credit advice www.gov.uk/pension-credit

#### CITIZENS ADVICE

Tel: 0344 477 1171

www.citizensadvice.org.uk

#### SHELTER

One-to-one, personalised help with housing

Free helpline 0808 800 4444 www.shelter.org.uk

#### STEP CHANGE DEBT CHARITY

Debt advice available to all, including debt management plans.

Tel: 0800 138 1111 www.stepchange.org

#### NATIONAL DEBTLINE

Free, confidential and independent telephone helpline for anyone in debt.

Tel: 0808 808 4000

www.nationaldebtline.co.uk

#### MONEY ADVICE SERVICE

Offer independent advice to help people manage their money. Tel: 0300 500 5000

www.moneyadviceservice.org.uk

#### NICEIC

Help finding a contractor

www.niceic.com/householder/find-a-contractor

INFORMATION CORRECT AS OF MAY 2022

Weald Living Saxon Weald House 38-42 Worthing Road Horsham, West Sussex RH12 1DT

t: 01403 226060

www.wealdliving.com

