

LEASEHOLDERS' HANDBOOK



WEALD *Living*

by Saxon Weald

INFORMATION CORRECT AS OF NOVEMBER 2018

1 INTRODUCTION

Welcome to your leaseholders' handbook.

This short document is designed to give you an introduction to Weald Living, an explanation of your service charges and an outline of your rights and responsibilities as a leaseholder.

Weald Living is a brand within Saxon Weald which covers the services we provide to home owners and private market renters. Saxon Weald, established in 2000, is a charitable community benefit society and manages approximately 6000 social rented properties in addition to its Weald Living homes.

We hope you find this guide useful, but if you want to know more about your rights and responsibilities as a leaseholder, 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. For more information visit www.lease-advice.org.

To find out more about Weald Living visit www.wealdliving.com.

Your lease is a legal contract between you, the leaseholder and Saxon Weald, the landlord. It is important that you understand the terms of your lease. You should seek legal advice if there is something you do not understand.

If you do not have a copy of your lease, you can obtain one from your mortgage lender, solicitor or from Weald Living. There will be a charge for this service. We will tell you how much it will cost to supply a copy if you contact us.

The term of the lease is usually 125 years. Your ownership of a leasehold property includes the fixtures and fittings of the property, including half the depth of the floorboards, walls and ceilings.

Saxon Weald is responsible for the structure of the building and its surrounding land. We are also responsible for the maintenance and repair of the structure of the building, including painting externally and in communal areas.

Your lease may have been granted by a local authority, or another housing association, but the freehold has been bought by Saxon Weald.

Your lease will set out:

- what you have bought and describe it on the plan attached to your lease
- your rights and responsibilities
- our rights as your landlord
- how your service charges are calculated
- the rules you agree to adhere to when you buy the lease

When you buy your leasehold flat, your solicitor must let us know of the purchase within one month, so we can amend our records. There will be an administration charge for registering the new owner.

Both you as the leaseholder and Saxon Weald as the landlord have rights, responsibilities and duties. Some are enshrined in law; others are in your lease.

YOUR RIGHT TO OCCUPY

You have the right to occupy your home as long as you comply with the terms of your lease.

We cannot intrude on your home unless:

- we need to get in to inspect or repair the block, or a neighbouring property and we have given you written notice requesting access (in an emergency we are not required to give you notice)
- or
- you have broken the terms of your lease and we have an order from a court or tribunal

YOUR RIGHT TO ASSIGN

While you have the right to assign (to pass on or sell) your lease without our permission, we must be told about the new owner once the assignment has taken place. Your solicitors will require an assignment questionnaire to be completed and will send this questionnaire to us. We will make a charge for our response.

SUB-LETTING YOUR HOME

Your lease will tell you if you are allowed to sub-let your home (rent it out under a legal agreement when you are not living there). If its terms allow sub-letting, you do not need our permission, but you do need to let us know in writing that you intend to do so. If your tenant causes a nuisance it is your responsibility to deal with it, or we will take action against you.

We will also need: your new contact details (or a family member, friend or letting agent if you are moving outside the UK); to know who your tenant is and when the tenant changes; a copy of the tenancy agreement. We will charge a fee for registering your tenancy.

YOUR RIGHT TO MAKE IMPROVEMENTS

You do not have the right to make structural alterations or changes to the fixtures and fittings to your home unless you have our written permission to carry out the work. We would not refuse your request without a good reason, although there are terms and conditions that you must agree to before approval is given. Fixtures and fittings are items which you leave when the flat is sold. It includes central heating, boilers, kitchen cupboards and bathroom suite.

We will need, in writing, details of:

- the improvement to be carried out
- how the improvement will be done (materials and standard)
- who will carry out the work and their level of indemnity insurance

All our requirements and conditions for the works will be included in our letter of consent. You should keep a copy of this with your lease, so that subsequent owners can prove that you were granted consent for the work. We will charge an administration fee for considering requests to carry out alterations or improvements, whether or not approval is given. We will also make a charge if we are required to carry out an inspection.

YOUR FRONT DOOR

If your front door opens into an area shared by another resident, it must meet certain fire safety standards. If you want to replace your front door, the new one must be installed with our consent and meet current fire regulations.

ELECTRICAL AND GAS WORK

You must tell us if you intend to replace or upgrade the heating or electrical systems in your home. Work must be carried out by an installer who is registered under Part P (Electrical Safety) of the Building

Regulations for electrical work, or the Gas Safe Register for gas work.

Your registered installer should issue a certificate of competence when the work is finished. Keep this, as you will need to produce it when selling your home. We strongly advise you to get your gas appliances serviced each year.

PUTTING UP SATELLITE DISHES AND AERIALS

You must gain written consent before installing any of these. We will charge an administration fee for consent. If there are already satellite dishes on your building you will need to apply to your local council for planning permission to put up another.

YOUR RIGHT TO REPAIR

You have the right to expect us to keep your building and its estate in a reasonable state of repair.

We are responsible for maintaining the fabric and structure of the building as well as any services that are shared, up to the point where the service only serves your flat, when they become your sole responsibility.

YOUR RIGHT TO BE CONSULTED

You have the right to be consulted before we undertake any major work or improvement to your block or estate if the work proposed will cost you more than £250.

You also have the right to be consulted before we enter into a new long-term contract with any business for more than 12 months, if that arrangement will cost you more than £100 per year.

4

REPAIRS, MAINTENANCE AND IMPROVEMENTS

As a leaseholder, you are responsible for all repairs, maintenance and decoration inside your home.

Weald Living is responsible for undertaking all repairs to the structure of the block and shared services.

This includes:

- carrying out a regular internal/external painting programme
- replacing building components, such as rainwater goods, soffits and fascias
- maintaining communal gardens and pathways
- maintaining communal aerials and door entry systems

The cost of work undertaken on the building is shared in accordance with the terms of your lease. Costs are split across all the homes in the block/estate and are paid by both leaseholders and tenants. Tenants are not subsidised by leaseholders - their share of the cost is met through their rental payments.

HOMEFIX

Weald Living employs HomeFix, an in-house team, to maintain our properties. All members of HomeFix staff wear a uniform and carry identification.

REPORTING A COMMUNAL REPAIR

Please log into your account at mywealdliving.com to report the repair online, or for an emergency repair call us on 01403 226060.

EMERGENCY REPAIRS

We will treat the repair as a priority and attend as soon as an operative becomes available. Our out-of-hours repairs are completed by Mears rather than HomeFix.

Emergency repairs may include:

- a burst water pipe or failure of the water supply system
- electricity supply failure (if not caused by the electricity supply company)

STANDARD REPAIRS

We aim to carry out standard repairs within 10 working days, but how quickly we can attend will depend on levels of demand at the time.

PLANNED MAINTENANCE

This is work that we need to do in order to keep homes, buildings and estates in good condition. It may be work that is carried out as a one-off job, annually, or as identified in our planned works programme. It includes external painting and the replacement or maintenance of parts of a building that wear out (e.g. roof tiles).

These repair bills are dealt with on your annual service charge bill. Where your contribution towards this work is likely to exceed £250 we will consult with you as required by law.

RECHARGEABLE REPAIRS OR MAINTENANCE

If we have to make a repair because of damage caused by you, a member of your family or a visitor to your home, we will charge you for the whole cost of the work. This also applies if we have to remove rubbish created by you – including that left in a roof space or on fire escapes.

GROUND MAINTENANCE AND GARDENS

Weald Living employs a grounds maintenance contractor to look after communal gardens and open spaces. Please contact our customer support team

if you have any concerns about the upkeep of these areas. If you have a garden you are responsible for keeping it tidy.

5

CLEANING

Weald Living employs a contractor to clean the internal communal areas of some blocks. If you pay for this service and have concerns about the upkeep of these areas, please contact our customer support team on info@wealdliving.com.

If you don't have this service but would like to, please contact us.

6

INSURANCE

BUILDINGS INSURANCE

As the landlord of your property, Saxon Weald takes out buildings insurance. The insurance premium is included in your service charge. You will receive a copy of the summary of cover every year with a service charge invoice. You can visit our office to read the complete policy.

The policy provides cover for the full cost of rebuilding your flat and block. It provides cover against accidental loss, destruction or damage and includes damage caused by a natural disaster. The policy does not cover wear and tear.

MAKING A CLAIM

You can find the details of our insurers on our website www.wealdliving.com.

CONTRACTORS

Please ensure that anyone you employ to work inside your home is covered by public liability insurance.

HOUSEHOLD CONTENTS INSURANCE

We strongly advise that you take out personal household contents insurance to cover yourself against burglaries and accidental damage to your own belongings and those of other people. This would cover accidents such as your washing machine leaking into another home.

7

GENERAL INFORMATION

NOISE, NUISANCE AND NEIGHBOURS

Please be considerate of your neighbours. Noise is the biggest cause of neighbour disputes. Please discuss any noise issues with your neighbours before you speak to us, as they may be unaware that they are causing a disturbance.

We take firm and prompt action to deal with disruptive residents, but we will need your help to collect the necessary evidence to manage the case.

HARASSMENT AND VIOLENCE

It is a condition of your lease that you or anyone living with you or visiting you will not cause, commit or threaten any form of harassment, nuisance or other antisocial behaviour. All other tenants and leaseholders are bound by the same condition.

WORKING FROM HOME

Although your lease says you can only use your property as a home, we will grant permission for certain types of work. Anything that would disturb your neighbours will not be permitted.

KEEPING YOUR CONTACT DETAILS UP-TO-DATE

Please advise us of any changes to your contact details. This will allow us to contact you quickly if there is an emergency, as well as send you information such

as appointment reminders by text. You can manage your own contact details by logging into your account at mywealdliving.com.

8

SERVICE CHARGES

Your service charge is used to cover the costs of managing and maintaining the block and the surrounding area on your behalf.

Service charges are split across all the homes in a block or estate and are paid by leaseholders and tenants. Tenants are not subsidised by leaseholders and leaseholders are not subsidised by tenants.

Your service charge may include:

- day-to-day building repairs
- electricity for lighting communal areas
- grounds and estate management
- buildings insurance
- cleaning of communal areas
- the costs of planned and cyclical maintenance when it is carried out

The lease sets out how we must calculate service charges and when you must pay them. As landlord, we estimate the charges for the coming year from April through to March. We send you this estimated service charge statement each year around February. You will receive quarterly invoices on the due dates: 1 April, 1 July, 1 October and 1 January.

After the end of March, we will calculate exactly what was spent during the financial year just gone. This actual spend is compared against the estimate and we then produce a balancing account. It is likely that either we will owe you a small amount of money, or you will owe us a small amount of money. We will send you a statement showing you this balance by the end of September each year.

PAYING YOUR SERVICE CHARGE

Your bill can be paid by direct debit or by cheque posted to our head office along with the remittance advice slip from the invoice. You can also pay by debit or credit card by visiting mywealdliving.com.

UNABLE TO PAY YOUR SERVICE CHARGE?

You should talk to us immediately, as we may be able to reach an arrangement to help you pay what is owed. If you do not pay your bill and don't contact us, we will take legal action to recover the outstanding money. Where your mortgage lender has required it, we will inform them of service charge debts.

Please be aware that if we have to take legal action to recover your service charge, you will be responsible for paying any legal costs incurred.

If you are having difficulty paying your service charge you can seek advice from the Citizens Advice Bureau or another charity that offers debt advice. If you are in receipt of benefits you may also find it useful to contact the Department for Work and Pensions.

the property was purchased. It excludes any home improvements you may have done, so make sure you keep your receipts.

There are certain exceptions to these rules, namely the:

- transfer from one partner to another in the case of a divorce settlement
- transfer to a beneficiary as part of a will
- transfer into joint names following a marriage.

You can leave your lease to someone in your will, but if they sell within five years from the date of purchase, they will also have to repay some discount.

10

YOUR VIEWS OF WEALD LIVING

Whether you have a question, concern, complaint or compliment, we welcome your feedback. Simply email info@wealdliving.com.

We also carry out regular customer surveys as your input helps us to ensure that we are offering the right services and that we continually improve them. Your help with these is appreciated.

9

RIGHT TO BUY AND RIGHT TO ACQUIRE

If you applied to buy your flat under the preserved Right to Buy or the Right to Acquire after 18 January 2005, you are required to offer it back to Saxon Weald before it can be sold. This is only the case for the first sale during the 10 years after the flat was initially purchased.

If you sell your home within five years from the date of purchase, you should anticipate repaying an amount representing the value of the discount you received. The calculation for the repayment takes into account any changes in the valuation of the property since you purchased it, together with the length of time since

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

t: 01403 226060
e: info@wealdliving.com

www.wealdliving.com



WEALD *Living*

by Saxon Weald