

Leaseholder Handbook

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Harlow
Council
Working together for Harlow

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Acknowledgements

This handbook has been created by the Home Ownership Team and we would like to acknowledge the Leasehold Standards Panel who helped produce this handbook.

If you would like to discuss, or ask any questions with regard to this handbook, please do not hesitate to contact the Home Ownership section on: 01279 44 6424.

Home Ownership

Section 1 Introduction

Introduction

This handbook has been produced as a guide about your lease and your rights and obligations as a leaseholder, whether you have bought your home under the Right-To-Buy scheme or on the open market.

Once you have bought a flat and become a leaseholder, you have the right to live in your home without having to pay rent, except a small ground rent. As a leaseholder you buy the right to live in your own flat, however the costs for upkeep and repair are additional costs to you. The lease is the legal contract between you and Harlow Council and is a very important document.

Your lease will describe the flat you have purchased including a plan outlining your flat and any garden or shed you may also have, whilst also showing the block containing it. Harlow Council is responsible for the upkeep, repair, maintenance and improvement of the block as a whole and the estate.

It is important that you understand your lease and get appropriate legal advice if there is anything you are unclear about. Breaching the conditions contained in your lease could have serious legal consequences. Included in this handbook is a glossary defining some common legal terms (section 12).

Although this booklet covers many aspects of your leasehold ownership, it is only a general guide to the effect of the Council's Right to Buy leases and related legislation. Also, individual leases differ and the relevant law may change from time to time.

In view of the above, this booklet may not cover your particular circumstances and must be treated with caution. It is NOT a definitive statement of the effect of your particular lease and relevant legislation.

The rights and obligations of the Council (as landlord) and you (as leaseholder) are governed entirely by the actual terms of your lease and relevant legislation. Nothing in this booklet replaces, varies or affects your particular lease or any other legal document. Thus, if there is any inconsistency between this booklet and your lease, the lease will prevail.

You must not rely on this booklet when deciding whether to acquire a flat. It is essential to obtain your own legal and other professional advice before making any commitment.

Neither the Council nor anyone on its behalf can give any leaseholder or prospective leaseholder any legal or other professional advice.

Unless stated otherwise, all references in this booklet to the Council refer to Harlow Council in its capacity as landlord. Nothing in this booklet affects any other function or role of Harlow Council, such as local planning authority.

Home Ownership

Introduction to Home Ownership

The Home Ownership Team consists of a Manager, Team Leader, Major Works and Dispute Resolution Officers, Right to Buy and Service Charge Officers, Recovery Officers, Modern Apprentice and a Home Ownership Housing Assistant.

What is a lease?

- The lease is a legal agreement between you (the leaseholder) and Harlow Council (the landlord). It gives you the right to possession of your flat for a long period as long as you keep to the terms of the lease.
- The lease will say what parts of the building have been sold to you (called 'the demised premises') and areas over which you have rights. The plans attached to your lease will clearly show the demised premises and areas over which you have rights. You should check your own lease and plans to see which are relevant to you. For example, not all properties have the benefit of a drying area or parking space.
- The lease sets out the conditions of your rights and responsibilities as the leaseholder and Harlow Council's rights and responsibilities as the landlord.

The lease and the law

There are several laws and Acts of Parliament, which protect your rights as a leaseholder, including.

- Landlord and Tenant Act 1954
- Local Government and Housing Act 1989 (schedule 10)
- Landlord and Tenant Act 1985
- Landlord and Tenant Act 1987
- Housing Act 1985
- Housing and Planning Act 1986
- Leasehold Reform, Housing and Urban Development Act 1993
- Commonhold and Leasehold Reform Act 2002
- Housing Act 2004
- Housing and Regeneration Act 2008

In summary some of the rights which these Acts of Parliament granted to leaseholders are:

- The right for most people with long leases to stay as tenants at the end of their leases
- Rights in terms of service charges, consultation about major works and insurance of the property
- Limitation of service charges within the first 5 years of purchase under the Right to Buy
- Rights to information about service charges, and to challenge levels set
- The right to set up a recognized tenants' association
- The right to change their leases
- The collective right for most leaseholders to buy their freehold and the individual right to renew their leases

When the Council could end your lease

If you breach any terms of your lease, the Council, as the landlord, may have a right to end your lease and get back possession of the property. This could happen if you do not pay your service charges or ground rent, do not keep your property in good repair or you cause nuisance and harassment to your neighbours. Harlow Council is a responsible landlord and will only do this if it needs to protect the interests of the Council, its tenants or leaseholders. We will always try to sort the matter out in another way.

Home Ownership

Section 2

Service charges and ground rent

Service Charges and Ground Rent

When you buy your flat / maisonette under the Right to Buy Scheme or on the open market, Harlow Council is still responsible for the upkeep of the structure, exterior and communal parts of the block and for providing services. As a leaseholder, you pay a share towards the cost of these services, called a service charge.

Service Charges

An annual service charge can include a number of different types of costs. They could include contributions towards the costs for managing, maintaining, repairing, insuring and providing services to the block you live in. Your service charge is in two parts. One is the **Basic charge**, for items such as building insurance, amenity cleansing (gullies), door entry management and management costs. The other is for **Specific items** to your block such as communal lighting, cleaning, caretaking, repairs and maintenance. You will be charged a proportion of the actual costs each year for those services. Costs are apportioned on the following levels:

Global (Basic):

The cost of providing the service is divided by the total number of properties that have the benefit of the service.

Estate (Basic):

The cost of providing the service within each individual estate is apportioned equally by the number of properties within the estate. Contact Harlow and the Home Ownership section will be able to provide you with a map showing your relevant estate.

Block (Specific):

The cost of the service is apportioned equally by the number of properties within the block receiving the service.

A breakdown of some of the charges covered can be found on the next page:

Basic	Specific
<ul style="list-style-type: none"> • Management Costs: including a contribution to the costs of managing estates and the cost of services to leaseholders, as follows: <ul style="list-style-type: none"> - Providing local housing management to the estate - Meetings with residents - Maintaining records of leaseholders - Identifying rechargeable costs, and calculating estimated and actual recharges for each financial year - Billing service charges and ground rent - Collecting charges and accounting for payments received - Providing newsletters and handbooks - Responding to enquiries • Ground maintenance: for communal areas within the housing estate. It covers the maintenance of the grass, trees, flowers and shrub beds and all homeowners within the estate contribute towards this. Not all leaseholders will pay for this service within their annual service charge as a one off payment may have been made when the property was first purchased from the Council or they may have paid the one off fee at a later date. • Amenity Cleansing – includes cleaning of gullies within the estate. Not all leaseholders will pay for this service within their annual service charge as a one off payment may have been made when the property was first purchased from the Council or they may have paid the one off fee at a later date. 	<ul style="list-style-type: none"> • Repairs and Maintenance: responsive repairs to the exterior or common parts of your building. • Cleaning/Caretaking services: these can include inspecting the estate and building where you live, reporting defects, cleaning, litter picking. The charge also includes travel time, materials, uniforms and monitoring. • Landlord’s Lighting: includes lighting common parts, power for equipment such as door entry systems, external security lights, lifts and heating. A small charge is also made for the changing of light bulbs. • District Heating: fuel for the communal heating system. • Non Fuel (District Heating Maintenance): repairs, maintenance and other costs for providing heating and/or hot water to all properties on a communal heating system. • Amenity cleansing Paladin bins: the cleaning of paladin bins. Not all leaseholders will pay for this service within their annual service charge as a one off payment may have been made when the property was first purchased from the Council or they may have paid the one off fee at a later date.

<ul style="list-style-type: none"> • Management of door entry systems – distribution, record keeping and programming of key fobs. • Insurance: the cost of providing block building insurance. 	<ul style="list-style-type: none"> • Lift maintenance and repair: if your block has a lift(s), you will pay this charge for maintaining, repairing and servicing the lift(s) in your block.
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Ground Rent

The ground rent is a fixed annual payment for the use of the demised premises. The ground rent is £10.00 per annum.

The service charge year runs from 1 April – 31 March each year and is calculated as an estimate of charges for the current financial year. Your bill is an estimate of spending for items in that financial year. When we close our accounts at the end of the financial year, we can then work out the actual costs. You will be given these figures by the end of the following September. This will be sent to you in a statement and it will detail any under or over charges for each item. It will also include a total under or over charge.

As the estimate is usually different from the actual amount spent, the balance of any over or under charge will be adjusted on your next bill, the following April. If more is spent than estimated, you will get an increase in your bill and if less is spent, you will get a reduction.

How can I pay?

You will receive an estimated service charge bill in March or soon after the initial grant of your lease. You can pay by the following methods:

- Telephone Payment: by Credit/Debit card by contacting the Civic Centre on: 01279 446655 or via the Home Ownership Income Officer on 01279 446206
- On the 24 hour automated service telephone number: 01279 44 6600
- Direct Debit (DD): the invoice can be spread over the current financial year
- Standing Order
- Internet: Online using a Visa, Mastercard, Solo, Switch, Delta, VisaElectron or Maestro Card by going to: <http://www.harlow.gov.uk/pay> and following the onscreen instructions, or
- In person: by visiting the Civic Centre and paying by card/cash or cheque.

Home Ownership

Section 3 Major Works

Major Works

The Landlord is responsible for the maintenance of the building and estate where your leasehold property is situated, as set out in the lease.

The maintenance can be small-scale repairs such as replacing a communal front door or a roof tile or it could be larger items such as external decoration, roof renewal or replacement window frames. The larger repairs are known as **Major Works**.

These are where any one leaseholder will be recharged over £250.00.

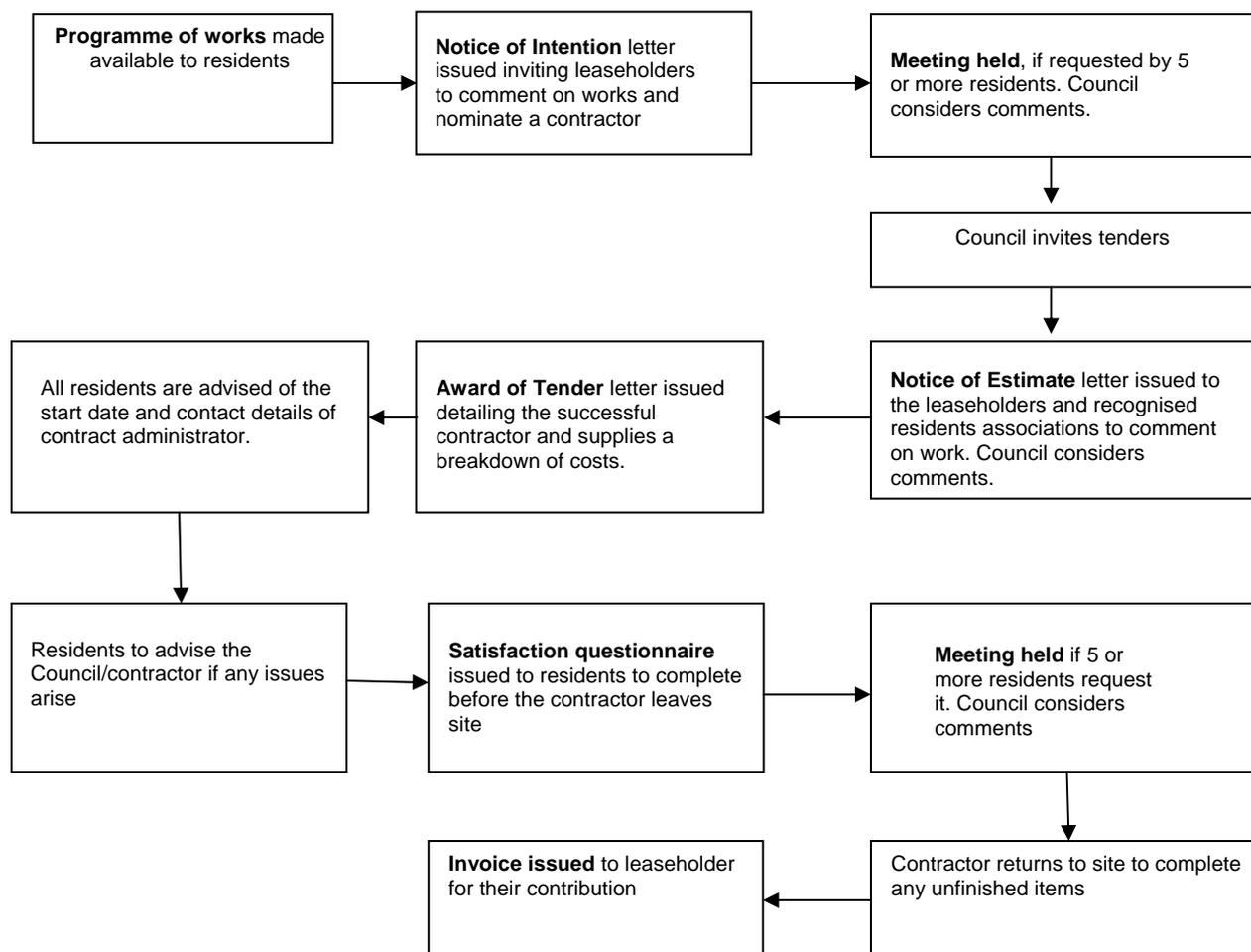
It is not unusual for leaseholders in the same block to receive different invoice amounts for major works. The reason for the difference is the provisions and age of a person's lease. Over the years, the standard form of lease has been changed to incorporate changes in the law. In addition, estimates given to Right to Buy applicants for future major works and improvements are based on costs at the time each individual sales offer is made and are therefore subject to change each year.

Leaseholders buy their properties at different times and as a lease is effective from the date of completion of a sale, it is inevitable that estimated provisions will differ. If you purchased under the Right to Buy scheme, during the first five years of your lease your liability to pay for **Major Works** is limited to the amounts listed in the Council's letter of offer and specified in Schedule E of your lease. Similarly, your liability to pay **improvement contributions** is limited to the items specified in the Council's letter of offer and in Schedule H of your lease. By law, the Council may add further sums to allow for inflation. This is based on a set formula.

Major Works not covered by a long term agreement and where public notice is not required in the Official Journal of the European Union

A proportion of the cost of large-scale works is rechargeable to you as a service charge under the terms of the lease. The costs of the major works can be significant and by law, we are required to carry out a formal consultation with leaseholders in particular circumstances. (Please see Fig 1.)

Fig 1. The Consultation Process where works will cost over £250 per leaseholder



Before we get estimates for the works we will:

Write to all leaseholders and recognised Residents Associations with a Notice of Intention to carry out works. The notice will include the following:

- Describe works in general terms
- State why the works are necessary
- Invite comments regarding the works in writing within 30 days of the notice; give a date by which the comments must be received
- Give an address which comments must be sent to
- Invite individual leaseholders and recognised Residents Associations to nominate a contractor of their choice within 30 days of the date of the notice.
- Ask residents if they would like to attend a meeting to discuss the works.

Residents are also asked if they would like to volunteer to act as a representative for the block.

You cannot prevent the works going ahead. We have a responsibility under the terms of the lease to repair and maintain the building.

To obtain estimates we will:

- Invite contractors to supply estimates for the work (include one nomination from leaseholders and a nomination from the recognised Residents Association if received and approved by the Council)
- Write and give reasons for not including a nominated contractor.
- Write to all leaseholders again when we have received all of the estimates for the work. This is a Notice of Estimate which will include a statement (Landlord's Paragraph B Statement) of the following:-
 - Details of at least two estimates
 - A summary of the written comments received in response to the Notice of Intention regarding the works and our response
 - Make the estimates available for inspection and specify a place and time at which the estimates can be inspected
 - Invite written comments on the estimates within 30 days and give a date by which the comments must be received
 - Respond to any written comments received within 30 days regarding the estimates.

Where a Residents Association is recognised for the purpose of service charges under the Landlord and Tenant Act 1985, they have the right to be consulted about the specification for the works and in some circumstances to be asked for the names of any contractors they would like to be put on the tender list for the work. We will try to include any suggested contractors as long as they meet all the conditions we set for contractors. The Residents Association will also be given details of the estimates at the same time as individual leaseholders.

When a contractor has been chosen we will:

- Award the contract
- If the contract is not made with the lowest contractor or nominated contractor we will write and give the reasons for awarding the contract within 21 days of entering into the contract. We will also supply a summary of any written comments that have been received and our responses to them. This will only be in cases where the contract is not made with a nominated contractor or the lowest tender
- Write to leaseholders with a breakdown of the costs for the contractor that has been awarded the contract

Similar, but different, rules apply for works under a long-term agreement and where work is urgent.

Qualifying Long Term Agreements

Where the Council wants to enter into an agreement that is more than 12 months (long term agreement) and any one leaseholder will be charged more than £100.00 under that contract you will also be consulted.

A long term agreement can cover services or works that can include items like buildings insurance, lift maintenance or programmed works to your block.

The Council are always reviewing their options under their business plan. A long term agreement will be entered into where it provides better value for money for the services and works.

The consultation process for long term agreements is similar to that for works over £250.00.

Where a long term agreement is for services you will not receive any further consultation until the agreement is coming to an end and is to be re tendered.

Where a long term agreement is over a certain limit the Council are required by law to advertise a public notice in the official Journal of the European Union (OJEU).

Where this is required leaseholders do not have the right to nominate a contractor of their choice.

Works carried out under Long term agreements

Where works are carried out under a long term agreement the Council must consult with you when works are going to be carried out under the agreement and any one leaseholders contribution will be more than £250.00. You will be sent additional notification prior to any works being carried out to your block under the long term agreement. This notice will inform you of:

- The proposed works
- The reasons why it is necessary to carry out the proposed works
- Give you a statement of the expenditure to be incurred by the landlord for the proposed works
- Invite you to make your observations in writing on the works and estimates
- Allow you 30 days in which to make your observations

You will not be able to nominate a contractor as the Council would have already entered into an agreement with a contractor to carry out the proposed works and you would have already been consulted on the agreement

Before the works start we will:

- Invite you to a meeting to discuss the works, payments options and to introduce the Contractor.
- Supply you with the relevant contact details for the contractor and any other staff relevant to the contract. You will also be given any information relevant to the works.

When the contractor is on site, we will:

- Give you reasonable notice for access to individual properties
- Provide updates to residents where the programme of works is longer than 3 months
- Keep leaseholders informed of any changes to the programme or additional works required (where the additional amount exceeds £250.00 per leaseholder).
- Issue a satisfaction questionnaire to all residents prior to the contractor leaving site so that any issues can be resolved quickly. With most work, the Council or the contractor will ask the residents to sign a certificate of satisfaction. Only sign the form if you are satisfied. If you are not, please put your comments in writing immediately and we will investigate them.

Please do not feel pressurised into signing something when you are not happy with the work.

When the final account has been agreed and the contractor paid, we will:

Send an invoice and a summary of works to all leaseholders detailing the amounts payable. This will include details of the original estimated amount plus any additional work carried out or less any works not undertaken and therefore not chargeable.

The Home Ownership Section calculates your contribution for the costs of the major works to your building or estate using financial information provided by the Contract Administrator. Information on actual costs is normally received following the completion of works on site, although we may invoice you for your estimated contribution in certain circumstances.

An administration and management fee for major works is added to your invoice, which includes:

- Initial survey of the project
- Drafting the specification
- Tender evaluation and award
- Pre-contract meetings with the contractor, prior to works starting.
- Resident queries and complaints whilst the contractor is on site
- Contract administration including clerk of works, site meetings, inspections, letters, Valuation Orders etc.
- Signing off of the work
- Preparation and agreement of the final account
- 12 month defects check
- Release of retention

Leaseholder Challenges to Major Works

Legislation says that the costs and scope of the works should be reasonable and works should be carried out to a reasonable standard. You have the right to challenge the reasonableness of either the cost (including fees) or the scope of the works.

We ask that you contact us first to challenge any charges. However, a formal challenge can be made at any time during the major works process (including the formal consultation process Fig 1 page 20) and the forum for this challenge is the First Tier Tribunal Property Chamber (previously Leasehold Valuation Tribunal).

You can obtain further information and directions to the application form at www.gov.uk/housing-tribunals/apply-to-the-tribunal . You do not need to have legal representation to take a matter to the Tribunal. However, because the process can be fairly complex, it is often advisable to seek legal advice.

Paying for Major Works

The Council offers a wide range of payment methods to assist leaseholders in spreading the cost of major works.

The Council offers a 2.5% prompt payment discount for major works invoices paid within 30 days of the date of the invoice.

Other payment options are as follows:-

1. Six month interest free payments.

Leaseholders should contact the Home Ownership team immediately on receipt of a major works invoice on 01279 446206 / 01279 446329 to arrange direct debit payments.

This option is open to all leaseholders.

2. Interest free loan up to a maximum term of 5 years (secured on the property)

Owner-occupier leaseholders may apply for an interest free loan. The invoice can be repaid over a maximum term of 60 months (5 years), dependent on the value of the invoice.

Statutory regulations require that the loan is secured on the property by way of a mortgage. **This means that ownership of the property may be at risk if the leaseholder does not keep up repayments.** Leaseholders will be required to sign an agreement and will be charged an arrangement fee for this option but this can be added to the loan and repaid over the term of the loan.

This option is open to owner-occupier leaseholders only. (leaseholders who live in the property that they have a lease for)

Below is a table which details what the repayments could be dependent on the amount of the major works invoice.

Months	Invoice Value (min)	Invoice Value (max)	Monthly Payments (min)	Monthly Payments (max)
12	£250	£1,000	£20.83	£83.33
18	£1001	£2,000	£55.61	£111.11
24	£2001	£3,000	£83.37	£125.00
30	£3001	£4,000	£100.03	£133.33
36	£4001	£5,000	£111.14	£138.88
42	£5001	£6,000	£119.07	£142.88
48	£6,001	£7000	£125.02	£145.83
54	£7,001	£8000	£129.65	£148.15
60	£8001	£9000	£133.35	£150.00

3. Council Loan – Mandatory

Leaseholders have a right to a loan if certain criteria are met, including the following:

- (a) The leasehold of the property was purchased under the Right to Buy legislation (it does not matter whether or not the loan applicant is the original buyer of the property);
- (b) The leasehold was purchased less than ten years before the date of the major works invoice for which a loan is being sought.

Depending on the circumstances the law requires us to provide a loan where the major works charges are in excess of an amount stipulated by the Government.

The law will not allow us to lend more than the amount due for the major works invoice plus an administration fee.

Depending on the amount of the loan required, repayments may be spread over 1 to 10 years. The law requires that;

- If you borrow less than £1,500.00 you must repay within 3 years;
- If you borrow £1,500.01 to £4,999.99 you must repay within 5 years;
- If you borrow £5,000.00 or more, you must repay within 10 years.

A loan may be paid back in less time, however a redemption fee is payable in this instance. Our administration fee will be added to the loan and can be repaid over the term of the loan.

Interest will be added to the loan. The rate used is the Local Authority mortgage rate. Leaseholders may be able to obtain a lower interest rate for a secured loan from a bank or building society.

Leaseholders who co-own their properties will be held jointly and severally responsible for the repayments. This means that each and every leaseholder will be held responsible for the whole of the loan.

If a third party agrees to pay a loan on behalf of a leaseholder we may ask them to be a guarantor. This means that the third party pledges legally in writing to us that if the leaseholder does not repay the loan then they will.

Leaseholders in receipt of State Benefits may still be entitled to a loan. Advice is available free of charge from the Citizens Advice Bureau (Tel: 0344 4770808).

If agreed, the loan will be secured in the same way as a legal mortgage, **this means that ownership of the property may be at risk if the leaseholder does not keep up repayments.**

This option is open to eligible leaseholders only.

4. Discretionary Loan

The Council offers discretionary loans to leaseholders with a major works bill in excess of £500.00 where they do not meet the mandatory loan criteria. The eligibility criteria and terms (including interest rates) for discretionary loans are determined by the Local Authority. All discretionary loans are secured in the same way as a legal mortgage. Interest will be added to the loan. The rate used is the Local Authority mortgage rate.

This option is open to all leaseholders.

5. Voluntary charge

This option is to assist where all other repayment options do not help due to a leaseholder not having any income or where their income is low and they are deemed to be in hardship. This will only be offered where sufficient equity exists to allow a charge against the property for the value of the major works bill. Currently, this is the end result after the recovery process and legal action.

It must be established that 'hardship' applies before an application is issued for this option. Leaseholders will be required to complete a financial information form and supply any relevant documentary evidence. This will include details of income and identity. Under this option the debt will be secured with agreement by way of a charge on the property. An arrangement fee will be payable on application.

Repayments will not be required to be made but interest will accrue until the debt is

paid. Interest will be added to the loan. The rate used is the current Local Authority mortgage rate.

This option is open to owner occupier leaseholders who are deemed to be in financial hardship.

6. Flexible option

If you would like to take advantage of the 2.5% discount but can only afford to pay part of your invoice you can pay an amount that you can afford within 30 days from the date on the invoice and receive your discount on the part you have paid and choose to pay the balance using one of the other options.

This is open to all leaseholders subject to the eligibility of the various options.

Please note, whatever you decide to do, under 1 to 6 above, you must contact the Council in writing to confirm this.

For more information regarding the options for repayment please telephone the Home Ownership Section on 01279 446206 or 01279 446329.

Home Ownership

Section 4 Insurance

Leaseholders Building Insurance -What you need to know

How is building insurance arranged?

All leasehold flats are insured on a block policy underwritten by OCASO. Your flat is included on it and the interest of any lessee and/or mortgagee is automatically included

When should I expect to pay my insurance premium?

The period of insurance starts on 1 April each year and premiums paid by the Council at that time with the appropriate recharge of premium form part of your Service Charges. If you buy your property after the beginning of the current policy period at 1 April, you might be subject to automatic free cover during the remainder of that first year until the next 31 March. We would then bill you when Service Charges are due for the next period of insurance beginning 1 April.

What does my building insurance cover?

Your policy covers the structure of your flat, including its fixtures and fittings, and any part of the communal areas that your lease says you are responsible for. Subject to specified policy conditions and policy limits it provides additional cover such as short-term accommodation costs, rent, and Locks and Keys. *The policy also provides Property Owners Liability cover in respect of your legal liability as owner of the building.* The policy does not cover the contents of your home or your personal possessions. A Summary of Cover is provided together with the General Conditions policy wording. The Summary of Cover includes the policy excesses and limits applicable and the General Conditions booklet details the full insurance cover provided. If you have lost it or need an up to date copy, copies are available on line at www.harlow.gov.uk/leaseholder-buildings-insurance

Or alternatively please contact the following for copies of these documents:

Tel: 01279 44 6424 (Homeownership Team)

Email: homeownership@harlow.gov.uk or;

Tel: 01279 446030/ 446215 (Harlow Council Insurance Services)

Email: insurance.services@harlow.gov.uk

How do I insure the contents of my home?

You are responsible for insuring the contents and personal possessions in your home. You can arrange contents insurance through any bank, building society, post office, local insurance broker or direct insurer, in person or via the telephone or Internet.

How do I know if the damage to my property is covered by insurance?

This depends on what caused the damage. For example, insurers will not pay for any damage resulting from wear and tear, faulty building work or lack of maintenance.

How do I make a claim?

In the first instance, contact Davies Managed Systems, Ocaso's claims department, on 0344 856 2032. A claims advisor will register your claim over the phone, taking all details, and completing a 'Statement of Claim' with you, which sets out what has occurred. Once the information has been collected, they will check that cover is in place, and issue you with a copy of the Statement of Claim, for you to sign and return to them, along with any other documentation or information they may ask you for, to enable them to consider your claim further.

The claims line is available 24 hours a day, 365 days a year, and therefore if your claim is an emergency, you should make contact with them on the above telephone number as soon as you can.

What do I do if I need Emergency Assistance?

If you have an emergency and urgently need a tradesman, you can call the 24 hour claims line on 0344 856 2032, and the team will arrange for an approved tradesman to be sent out, or on a major loss, they will appoint a Loss Adjuster, who will be able to assist you.

Where a contractor is appointed, you will be expected to pay for any work that is undertaken, but if the damage is covered by your insurance policy, you will be reimbursed for the costs, less any policy excess.

Claims involving theft, attempted theft or malicious damage

If you are claiming for theft, attempted theft or malicious damage, you must first inform the police of the incident and get a crime reference number.

Who can I contact for more information or advice about my building insurance?

Contact our Insurance Department on:

Tel: 01279 446030 / 446215

Email: insurance.services@harlow.gov.uk

If your enquiry is technical or is about what the insurance policy means, we may ask you to contact the insurers

For technical queries, about your policy cover, and claims please call the Ocaso team on 0344 856 2032. Alternatively, you may wish to email them at

claims@davies-group.com or write to the following address

Ocaso Claims Handling Unit

PO Box 2801

East Court

Stoke on Trent

Staffordshire

ST4 9DN

Home Ownership

Section 5

Repairs and Maintenance

Repairs and Maintenance

Repairs and maintenance are carried out by Harlow Council in communal areas. Please see the table on pages 48 - 49 for a summary list of repairs and who is responsible for carrying them out. If you are in any doubt please contact us.

As a leaseholder you are responsible for all repairs inside your flat. Harlow Council, as a landlord is responsible for maintaining the structure of your building and any common areas with you, as a leaseholder, contributing your share of these costs.

The exact responsibilities for repairs and maintenance may vary according to the contents of your lease.

What are my responsibilities as a leaseholder?

The Council owns the structure of the building in which you live, you own and are responsible for the interior of your property. You are generally responsible for the repair and maintenance of everything inside your home. For example, you are responsible for the following items:

- Individual heating systems and appliances
- Internal doors
- Sanitary fittings
- Plumbing and pipe work within the property up to the main stopcock
- Internal fixtures and fittings and equipment
- Internal decorations including the plaster covering on the walls
- Floor coverings, including floor tiles and screeds (the layer on top of the concrete floor, under the tiles)
- Non structural walls (non load bearing, internal walls)
- Ceilings, including ceiling battens
- The window glazing (but not the frame)
- Individual front doors

You must supply and maintain your own dustbins and dustbin cupboard/area (where applicable) as well as door fittings such as hinges, letterboxes, handles, bells and doorknockers to your property.

There are some exceptions. For example, if the Council installed a communal central heating system, controlled entry system or communal TV aerial and socket

(Tower Blocks Only) – the Council will maintain these and you will be responsible for contributing towards the cost of maintenance.

Telephone cables not belonging to British Telecom or another supply company are also your responsibility.

Although you are responsible for replacing window glass, in the event of breakage, the Council will carry out repairs with your agreement for safety reasons. You will then be billed for the repair.

At what stage do I take over the responsibility for items such as pipes and wiring?

The Council owns and will maintain the following:

- The pipes supplying the mains water, from the water company's stopcock outside the block, up to and including, the main stopcock in individual flats; or, where there is a communal water storage tank for the whole building, the gate valve in the flat
- Gas pipes within the block, up to but not including, the gas meter in flats
- Electricity cables within the block, up to but not including, the electricity meters in flats
- Wiring for communal TV and radio within the block, up to and including, the aerial socket(s) provided in the flats (Tower Blocks Only)

If the Council supplies the flat with heating and hot water, from a centrally located boiler, the Council owns and maintains all of the heating and hot water system. A proportion of the costs of supply and maintenance are recharged to leaseholders who benefit from this service.

A proportion of any costs paid out by the Council when maintaining and repairing the building and structure will be passed on to the leaseholder.

What happens if I don't repair and maintain my home?

The Council may require you to carry out repairs for which you are responsible. If you do not carry out these repairs within a given period, representatives of the Council may enter your property to complete the work. You will then be recharged for any costs incurred and there will be an administration cost added.

The Councils right to enter your home

The Council have the right to enter your flat to carry out work (or someone working on our behalf such as a sub-contractor) as long as reasonable notice is given to you. The type of work that may be needed is inspection, renewal, replacement or maintenance work to pipes, cables, wiring and communal heating and hot water systems. Also work to any internal structural walls.

Our staff, contractors or agents have identification – please ask to see this before letting anyone into your home.

What work will the Council be responsible for?

The Council owns the structure of the building and must upkeep the following:

- Foundations, drains
- Roofs and gutters
- External fixtures, fittings and equipment
- External walls
- Communal grounds and paths
- Window frames and external painting
- The drying area (if any)
- Communal TV and radio aerials and equipment (Tower Blocks Only)
- External doors to the block but not individual front doors

What about communal areas?

The Council owns and maintains the common parts of the block, which can include the following:

- Communal doors
- External entrance doors and door furniture
- Communal stairs, walkways, passages and paths
- Waste pipes and soil pipes
- Communal lighting
- Refuse disposal chutes and communal dustbins
- The lifts (if any)
- Internal structural walls, load bearing walls, and walls dividing the flat or maisonette from other common parts of the building and adjacent properties

Individual cases

Either the Council or leaseholders may be responsible for some items in certain cases, depending on the location of the item or the extent of the property leased. These items are shown on the sale plans, attached to your lease. Some examples:

Individual gardens

Some gardens, particularly those associated with ground floor flats and maisonettes and which can be accessed only from the individual property, are included in the lease and the leaseholder is therefore responsible for their upkeep.

Fences, boundary walls and garden gates

If gardens are included in the lease, the responsibility for the maintenance, repair and renewal of fences, walls and gates marked with an inward facing 'T' on the lease plans is with the leaseholder.

A leaseholder must make the appropriate contributions in accordance with the lease provision, towards the cost of the work done and services provided by the Council.

In other words, once you become a leaseholder you will be asked from time to time to pay an amount to the Council for the type of works and services that were previously covered in the weekly rent (if you were formerly a tenant).

The Council is responsible for painting and decorating the exterior of the building and the communal areas in accordance with its planned works programme. The timing of the work may on occasion vary depending upon the condition of the areas to be painted.

Should the need arise you may of course report and request repairs to communal areas and any items of a structural nature for which the Council is responsible. You will be liable to make a contribution in accordance with the terms of your lease as and when work is undertaken.

How do I ask for a repair?

You can ask us to carry out a repair by

- Telephoning the Repairs Call Centre on 01279 446666 Monday to Friday 8:00am to 4:00pm, please also use this number to report emergency repairs on a 24 hour basis.
- Calling at Contact Harlow where a free phone service is available
- **Email Repairs@htsgroupltd.co.uk**
- By writing to HTS (Property and Environment) Ltd , The Repairs Centre, Mead Park Depot, River Way, Harlow, CM20 2SE (HTS (Property and Environment) Ltd is currently the Council's contractor for minor repairs)

Emergency Out of Hours – repair requests

The Council operates an 'out of hours' emergency service for responding to emergency repairs. Emergency repairs are dealt with 365 days a year, and are reported outside normal office hours.

The service operates as follows:

Weekdays: Monday to Friday: – 4:00pm to 8:00am

Weekend: Friday 4:00pm to Monday 8:00am

Can I get the job done when I want?

When you call the Repairs Centre we will give you a repair reference, priority time and an appointment slot.

If the appointment cannot be kept, the Council's contractor will try to advise you as much in advance as possible but at least one day in advance, and make a new appointment.

The Council's contractor will aim to complete the work in one visit. If this is not possible, a date and time will be provided when they will return.

We would expect you to notify us if you are not going to be able to keep an appointment. A charge may be made for appointments that are not kept.

When will the job be done?

For responsive repairs, you will be offered an appointment time when the repair can be carried out, within two-hour time slots. This will be confirmed with a letter sent to your home if the appointment is more than a week away.

Repair Categories

We prioritise our repairs in order of urgency using the following.

Emergency: If your repair is an emergency, the Councils contractor will aim to attend within 2 hours to make safe and eliminate danger. Emergency repairs are those repairs that could cause danger to the health and safety of the occupant or serious damage to the property. Examples of an emergency are:

- Dangerous structures
- Dangerous wiring
- Burst supply pipes

Emergencies can be reported 24 hours a day

Urgent: To attend and complete the repair within 5 working days. Urgent repairs are those items that are a serious inconvenience to people living in their homes or have a potential to affect the security of the property or create a hazard.

Standard: To attend within 20 working days. These are repairs, that cause, minor inconvenience and have little effect on the property if the repair is not undertaken in the short term.

Planned response maintenance: To attend and complete the repair within 1 year.

These repairs are generally planned or larger works which may require statutory consultation before works can be carried out. These items of work are more cost effectively grouped together to obtain economies of scale.

Long term programmed maintenance work

Work that does not fit into the responsive repair categories are usually put into our long term planned maintenance programmes as this is the most cost effective way of working. Here are some examples of the work we mean:

- Communal stair nosing's (Note: will be considered as urgent if a H&S issue is identified);
- Communal and property window sills (Note: will be considered as urgent if a H&S risk is present);
- Communal storage/refuse cupboard doors and shared out buildings;
- External decoration and common areas
- Communal electrical re-wires
- Minor structural repairs - priority will be determined by works required;
- Fitting replacement windows
- Renewing the roof to your block

Right to Repair

The Right to Repair Scheme gives tenants and leaseholders the right to have a small emergency or urgent repair carried out quickly and to be paid compensation if the Council fails to meet this obligation. To fall within the Right to Repair Scheme a repair must be what is known as a "qualifying repair". The criteria for this are as follows:

The repair has an estimated value of less than £250;

It is classed as an emergency or urgent repair by the Council.

Compensation becomes payable if the Council fails to complete a qualifying repair within target times. When this occurs the leaseholder is entitled to £10.00 compensation immediately plus a further £2.00 per day for every working day the repair remains outstanding. There is a maximum compensation of £50.00

Table below illustrates the classification and timescales under the Right to Repair scheme which landlords must adhere to.

Table: right to repair classification/timescales

Description of Right to Repair Defect	Target in working days
Total loss of water supply	1
Partial loss of water supply	3

Description of Right to Repair Defect	Target in working days
Total or partial loss of gas supply	1
Blocked communal flue to boiler	1
Total or partial loss of space or water heating between 31st October and 1st May. Where connected to a communal heating system	1
Total or partial loss of space/water heating between 30th April and 1st November. Where connected to a communal heating system	3
Blocked or leaking foul drain, communal soil stack (where there is no other working toilet in the dwelling-house)	1
Leaking water or heating pipe, tank or cistern. Where connected to a communal heating and hot water system	1
Leaking Roof.	7
Insecure external window.	1
Door entry phone not working.	7

Right to repair exceptions

The Right to Repair does not apply where:

- The leaseholder chooses to have a repair carried out by appointment;
- The estimated value of the repair is above £250;
- The leaseholder has not provided access for inspection or for the repair to be carried out, despite being given a reasonable opportunity to do so; and
- The repair is the leaseholder's responsibility.

Damage caused by you

If you neglect or damage your home, either accidentally or on purpose, and we, have to carry out repairs, as a result, then we will charge you the cost of the work, and an administrative charge to cover the full cost.

Damage caused by someone else

If someone else damages your home, either through crime or vandalism you must report it to the police and obtain a crime incident number before we will carry out a repair.

Damage by Council employees or contractors

If you believe that loss or damage has been caused to your property due to actions by a Council employee or one of its contractors, you should immediately contact the Council's Insurance Section. You will be given an Advice Note, which will help you

complete your Letter of Claim. Please note, any compensation or insurance claim awarded as a result could be used to offset any debt you may owe the council. Some damage may be covered by your home contents insurance and if this is the case then we would expect you to make a claim on your insurance.

General emergencies and problems

In an emergency you need to act quickly to keep problems under control and minimise damage, whether the repair is your responsibility or ours. If possible, stop the immediate problem and then call for help to put it right.

If your water, electricity or gas supply fails totally, call the appropriate supplier to check whether there has been a general supply failure.

In the event of a general emergency, look in the phone book for the right numbers to notify the authorities and alert your neighbours if it could be dangerous for them.

Water leaks

If possible, turn off the water at the mains stopcock (stop valve), which may be located inside your property or in the common parts hallway. Stopcocks should be clearly labelled to help in identification. We suggest that you check where the stopcocks are before you have a problem. Please note, there may be more than one.

If the leak is your responsibility, call a reputable plumber. If, it is our responsibility, please call our repairs service on 01279 44 6666.

Gas

If you suspect a gas leak, call The National Grid immediately on: 0800 111 999. There is no charge for calls to this number or for investigating gas leaks.

Do not:

- Turn electric switches on or off
- Smoke or use a naked flame

Do:

- Call Transco's Gas Emergency Service
- Turn off your gas supply by turning off the tap at the meter
- Open doors and windows to get rid of the gas
- Put out naked flames
- Check that the pilot light on the boiler is out
- Keep people away from the area affected
- Listen to your gas supplier who will advise you on what further action you should take

Important note about gas appliances

It is very important that your gas appliances are properly maintained. We strongly advise you to have them serviced annually. You may consider having a service contract with a reputable Gas Safe approved contractor, which will provide regular servicing, and maintenance for any gas installation.

You may also consider the installation of a carbon monoxide detector. You should obtain advice from your gas supplier. If you sublet your property please see the information under subletting

Electricity

If you have an electrical fault, check the fuse box. If you have a modern fuse box with switches, check which circuit has tripped off. If you had just plugged in an appliance it may be that the appliance is faulty. If you do not know what to do, then call a competent electrician. If your electricity supply has failed completely call your electricity supplier.

The Council as your landlord is responsible for the communal electrics within your block and will recharge you a proportion of the cost of any maintenance to these. The Council has been working on a programme to renew the communal lighting to all of the Council owned blocks within the town.

As leaseholders you are classed as homeowners and are responsible for the electrics within your flat. It is recommended that you:

- Arrange for an electrical inspection (known as a domestic electrical condition inspection report) to be carried out every five years if the property is sub-let & ten years for leaseholders.

- Don't create possible dangers by overloading sockets, and never ignore warning signs like burning smells, sounds of arcing (buzzing or crackling), fuses blowing or circuit-breakers tripping.
- Make sure all electrical equipment in your home is maintained and used properly (in accordance to the manufacturer's instructions).

You should also ensure all repairs and installation work is safe and meets the building regulations. Always use an electrician registered with one of the Government-approved schemes. Registered electricians will work to the UK national standard BS 7671 (requirements for electrical installations), and will issue you with a safety certificate to confirm that their work has been designed, built, inspected and tested in line with that standard. They will also arrange for you to receive a certificate that confirms the work meets the building regulations. The five Government-approved schemes are:

- [BRE Certification Ltd](#)
- [British Standards Institute](#)
- [ELECSA](#)
- [NAPIT Certification Limited](#)
- [NICEIC](#).

There are a number of leaseholders who are landlords and rent their properties out.

As a landlord you are required by law to ensure:

- That the electrical installation in the property is safe when the property is let.
- That the electrical installation is maintained in a safe condition throughout the tenancy, and
- That any appliance provided is safe and has at least the CE marking - this is the manufacturer's statement that it meets all the requirements of European law.

In order to meet the requirements you will need to carry out regular basic safety checks to ensure the electrical installation and appliances remain in good working order. If you sublet your property please see the information under subletting.

Smoke Detectors

We recommend that you consider installing at least one smoke detector in your home. It is worth taking advice on the type of smoke detector to install and where to

locate it/them. If you have a smoke detector please remember to change the batteries regularly and ensure the detector is in working order.

Summary of repair responsibility

Type of repair	Responsibility	
	Ours	Yours
Front door to flat		
Door Frame	✓	✓
Door		✓
Door handles		✓
Door locks		✓
Windows		
Window frame	✓	
Window casement	✓	
Window panes		✓
General		
Check after water penetration from communal area or tenants flat	✓	✓
Communal lighting	✓	
Burst on pipe within the flat (not communal heating)		✓
Water supply to the flat	✓	
Communal pipes	✓	
Main storage tank (in communal area serving more than one property)	✓	
Balconies	✓	✓
Structural Works	✓	
Drains		
Blockage to drainage	✓	
Blockage within the flat		✓
Unblocking gulleys (drains)	✓	
Roofs	✓	
Gutters	✓	

Walls		
Internal non-structural walls (flat)		✓
Structural walls	✓	
Structure of party wall	✓	
Internal plaster		✓
Ceilings (intermediate floor)		✓
Walls to communal areas	✓	
Floors within the flat		✓
Joists	✓	
Concrete screeding	✓	
Internal decorations		✓
Decorations to communal areas	✓	
Communal facilities		
Car parking areas	✓	
Communal gardens and grassed areas	✓	✓
Communal laundry & facilities	✓	
Communal TV aerial (Tower Blocks Only)	✓	
Entry phone system and lifts	✓	
Communal path and gates	✓	
Store sheds in communal areas	✓	

Please refer to your lease for clarification.

Home Ownership

Section 6 Alterations

Alterations

Please be aware, should you wish to carry out any alterations, you must get consent from the Council in writing before you erect any building, structure, alter the external appearance of the flat, or change any internal structure of the flat. You may also require planning or building regulation approval for these types of work. Please call Contact Harlow 01279 446655 or email contact@harlow.gov.uk for the necessary forms or visit our website for further information www.harlow.gov.uk/resident-alteration-guidance-leafletpdf

Windows

Information regarding the responsibility for windows is set out in your lease. The window frame forms part of the structure of the building. Should you wish to replace your window frame, you will need to obtain prior consent from the Council for which there is an administration fee. Please request an application form via Contact Harlow 01279 446655 and the relevant Housing Officer will forward this to you.

Home Ownership

Section 7

Other leasehold matters

Other Leasehold Matters

Keeping Pets

Your lease allows you to keep pets, however, it is your responsibility to ensure that they do not cause annoyance or nuisance to your neighbours, the block in general or the estate. In particular you must not allow your pets to foul the block or estate grounds.

Please bear in mind the sensitivities of other residents, especially children and the harm that can be caused by not cleaning up after your pets.

Business or trade at your flat

You must not carry out any trade or business at the flat and you must only use the flat as a single residential private home.

Gates, fences and boundary walls

The plan enclosed with your lease will indicate which fences and boundaries you are responsible for. You must keep any existing gates, boundary walls and fences that bound the flat in good repair and condition where these are marked with a "T" on Plan 1 in your lease.

Conduct

You must ensure that you, members of your household, visitors and (where applicable) sub-tenants, do not cause a nuisance or annoyance, or harass any resident in the block or on the estate.

Noise

You must not play music, or make any noise that can be heard, in another flat during the hours of 11.00pm and 7.00 am. Noise carries more easily in blocks of flats and you are therefore asked to be considerate to your neighbours.

Storage in Communal Areas

Storage in communal areas is not permitted under any circumstances. Stairs, landings, entrances and passageways must be kept clear of obstruction at all times. Grounds and gardens must not be used for personal storage.

Smoking

All residents and visitors to the block, **MUST NOT** smoke in communal enclosed areas, for example, landings, staircases, lifts, door entrance, etc.

Dangerous Materials

You and / or anyone living with you, or visiting the property must not keep or use, bottled gas, paraffin, petrol or any other dangerous material in your home or in any of the communal areas

Refuse and Recycling

You must not throw refuse or any other items or permit to throw any refuse or other items from windows of the flat.

You must keep the property, or communal areas, free from any build-up of belongings or rubbish which may amount to a fire and safety risk, or may put your own or other peoples' health at risk.

Dry recyclable waste:

Dry recyclable waste is to be placed in the blue bins provided for this purpose. Depending on the size of your block these may be either blue wheelie bins, or a larger blue 4 wheeled bin.

The items that are acceptable in these bins are:

- Cardboard
- Mixed paper
- Newspapers and magazines
- Telephone Directories
- Books
- Mixed glass bottles and jars
- Aerosols
- Tin foil
- Food tins and drinks cans



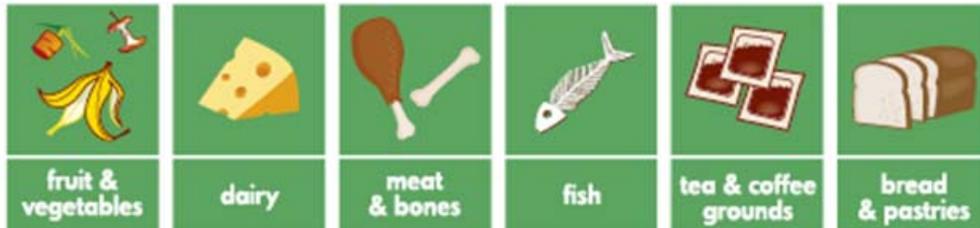
Ideally put your items in the bin loose, but certainly NOT in black or purple bags as this will mean that the entire contents will have to be rejected for recycling. There should also be no food waste put into these bins.

Food waste

Food waste is to be placed in the 140 litre wheeled bin (Not all blocks will receive this service).

The items that can be placed in this bin are:

Fish
Tea and coffee grounds
Bread and pastries
Fruit and vegetables
Dairy
Meat and bones



Only the items mentioned in the lists above can be placed in the relevant container. Do not put any other items in them as this will mean that the entire bin has to be tipped as general waste and all the efforts others have made to recycle will be wasted.

All other waste

Any waste NOT mentioned above is to be placed in the general waste bin. Depending on the block the container for this will be either a traditional style dustbin, a wheelie bin or a larger 4 wheeled bin.

To check whether an item can be recycled or not, please go to www.harlow.gov.uk/recycling for more details or call Contact Harlow on 01279 446655 for advice. If in doubt, leave it out.

We encourage you to recycle household waste wherever possible and provide recycling points across the town. We have facilities to recycle your paper, glass bottles and jars, cans, clothes and shoes, and aluminium foil.

Drains

You must not throw any dirt, rubbish, rags, nappies or other refuse down the sinks, baths, lavatories cisterns, waste or soil pipes in the Flat. This can cause considerable damage and blockages to all residents in the block.

Washing

You must not hang washing, or other items from any windows, landing, balconies, stairs or roof of the property. You may hang washing within the drying area if you have one.

Condensation

Condensation occurs when warm, moist air meets a cold surface such as a window, mirror or wall and causes water droplets to form. The risk of condensation depends on how moist the air is and how cold the surfaces of the room are. How you ventilate and heat your home will affect the level of condensation.

By using the following guidelines you can substantially decrease the level of condensation that you have in your home.

Produce less moisture:

- cover pans
- do not leave kettles boiling
- dry clothes outdoors
- avoid using flueless bottled gas heaters. One gallon of gas produces about a gallon of water vapour!

Ventilate to remove moisture:

- ventilate whenever someone is at home
- increase ventilation of the kitchen and bathroom when cooking, washing up, bathing and drying clothes and shut the door

Heat your home a little more:

- In cold weather, the best way to keep rooms warm enough to avoid condensation is to keep low background heating on all day, even when there is no one at home. This is very important in flats where the bedrooms are not above a warm living room

Aerials - High Rise

You must not erect or permit to be erected any external reception or transmission aerial including television aerials, satellite dishes or any other apparatus on the property, flat or any part of the block if you live in a High Rise block that has its own communal aerial system.

You must not interfere with or misuse the wired television system or any apparatus connected to it that is affixed to the property and has been provided by the Council. This equipment is the property of the Council and you will be recharged by the Council should any damage occur by wilful or negligent acts.

Aerials - Low Rise

You must not erect or permit to be erected any external radio, television aerial, satellite dish or other apparatus or make any attachment to the property without the prior written approval of the Council.

Notices and advertisements

You must not affix on any part of the block or flat any sign or signboard. You may affix a sign for the name or number of the flat and in the event of you selling the property you may have one notice board to indicate the flat is to be sold. The notice to say that the flat is to be sold must be placed inside the flat. Advertising boards are not permitted to be attached to any part of the Block or within the communal areas. You will be in breach of the terms in your lease if you allow agents to display boards in these areas.

Garden areas

You must keep front and rear garden areas (if any) of the flat in a tidy condition and any grass properly mown.

You must not erect in the garden area (if any) any wall fence or hedge of any description or any other thing as the garden must be maintained as open development.

You must not use any grassed areas for anything else other than a lawn.

You must not damage any tree or shrubs that may have been planted by the Council.

Parking

You must not park or give permission for cars to be parked on the property other than the area (if any) set aside for parking. You must also not park or give permission to be parked any caravans, boats, lorry trailers or large vans within the boundary of the property.

Home Ownership

Section 8

Moving

Selling your home

You must ensure that your purchaser is aware of the conditions in the lease and all matters affecting the property that you have become aware of during your ownership.

It is important therefore to keep safely, all consultation papers, service charge invoices and miscellaneous correspondence concerning the management and maintenance of the property. If you fail to divulge information that you are aware of to a prospective purchaser, you may be liable under the terms of your sale contract.

If you purchased your home under the right to buy and wish to sell it within 10 years of purchasing you are legally required to offer the Council 1st refusal on buying your home.

Under your lease, your solicitor must let us have a copy of the legal documents transferring the lease within 28 days of sale. Until we are notified in writing, demands for service charges and ground rent will still be sent to you after the sale.

Paying back the Right to Buy discount

If you purchased under the Right to Buy and sell your property within 5 years you will have to repay some or all of the discount. The amount of discount repayable will be based on the increase in the sale value of the property less any improvements that you have made since you purchased. The five-year repayment period will be calculated as follows:

Sell within year 1	-	Full discount repayable
Sell within year 2	-	Four fifths of the discount is repayable
Sell within year 3	-	Three fifths of the discount is repayable
Sell within year 4	-	Two fifths of the discount is repayable
Sell within year 5	-	One fifth of the discount is repayable
Sell after 5 years	-	No discount is repayable

The following gives an indication of who to advise when moving in or out of a property.

Moving in and out checklist:

- Council Tax
- Electricity meter reading: _____ Date: __/__/__
- Gas meter reading: _____ Date: __/__/__
- Water meter reading: _____ Date: __/__/__
- Doctor
- Dentist
- Hospital
- Insurance Company
- Telephone
- Pension
- Benefits:
 - Income Support
 - Tax Credits
 - Job Seekers Allowance
 - Employment Support Allowance
 - Council Tax Support
 - Disability Living Allowance
 - Personal Independence Payment
 - Other
- Solicitor
- Bank –
 - Cancel any Direct Debits relating to the property
 - Cancel any Standing Orders relating to the property
 - Inform the Bank of your new postal address
 - Post Office – redirect your mail
 - Employer
 - DVLA

Changes that you need to let us know about

If you marry or change your name you will need to provide us with a copy of your marriage certificate or deed poll.

In the event of a death of any of the parties to the lease you will need to provide a copy of the death certificate. It may also be necessary for you to provide the Executor's name and address. Providing this information to us, will minimise any distress caused in mail being sent out in the wrong names.

Home Ownership

Section 9 Sub-letting

Sub-letting

Leaseholders that sublet their properties are required to register any sublet tenancies with Harlow Council. This applies to all new sublet tenancies after 1 April 2010. This is a requirement under Section 4 of the lease (Purchasers Covenants). There is a fee payable to Harlow Council for registering each sublet tenancy.

Leaseholders should notify the Home Ownership section of their correspondence address in order to prevent difficulties and to enable Home Ownership to continue to correspond with the leaseholder about any matters affecting the property whilst it is being sublet, including the service of notices, invoices and statements.

Leaseholders can register a sublet by contacting the Home Ownership Section on 01279 446424 and the appropriate forms will be sent for completion and return.

Leaseholders are required to register every new sublet tenancy with Home Ownership. Regardless of any sublet tenancy, leaseholders remain responsible for observing the Purchasers Covenants contained within the lease, including the payment of ground rent, service charges and major works. This also means ensuring that your tenant observes the conditions contained within your lease. Leaseholders remain responsible for the behaviour of any person(s) to whom they sublet and the Council may advise you, if it becomes aware, of any such breach, as soon as possible to avoid complications at a later date.

The Home Ownership section has produced a small leaflet for sublet tenants outlining their responsibilities and useful contact numbers. The leaflet will be sent to them receipt of a sublet registration.

It is suggested that leaseholders seek independent legal advice on the importance of an appropriate tenancy agreement before subletting their properties.

Leaseholders' gas safety responsibilities

It is a legal requirement for landlords to ensure that gas appliances, fittings and flues are safe for tenants to use and that installation, maintenance and annual safety checks are carried out by a Gas Safe registered gas installer. On completion of a successful gas safety check leaseholders should provide their sub-tenants with a copy of the CP12 certificate. Gas safety checks must be carried out annually.

For further information we suggest that you visit:

<http://www.hse.gov.uk/pubns/indg285.pdf>

Leaseholders' electrical safety responsibilities

A good landlord should have an electrical inspection carried out by an electrician before a new tenant moves in. It is good practice to let the tenant have a copy of any inspection reports (known as a domestic electrical condition inspection report). Each electrical appliance in the property should - if it has been checked - have a PAT (portable appliance test) sticker on the plug. This shows the date it was tested. (see page 46 and 47 for details)

Subletting may alter the terms and conditions of your contents insurance arrangements. Leaseholders should ensure that they have the appropriate cover.

Leaseholders who have a mortgage must obtain prior permission to sublet from their mortgage lender.

Energy performance certificates to reveal property energy ratings.

All residential properties that are rented require a certificate which reveals the property's energy rating and is designed to help people take energy efficiency into consideration when deciding whether to rent a home.

Landlords are legally obliged to provide an Energy Performance Certificate (EPC) showing the property's official energy efficiency and environmental impact ratings. Properties will be rated on a scale of A-G, with A being the most efficient and G the least efficient.

This information will help a prospective new tenant to work out how much the property will cost to heat and light. The EPC will also suggest ways to improve the property's energy performance.

To comply with European law this information must be made available to all potential would-be tenants and a copy of the certificate must be provided if asked for.

Private landlords, including leaseholders who sublet their properties, will have to pay for their own surveys. They will have to provide a copy of the EPC to their tenants, who will not be charged to see the report. This applies to new tenancies as from 1st October 2008.

The energy assessment should be carried out by a qualified assessor accredited by the National Home Energy Rating (NHER) full accreditations scheme.

For rented properties, the EPC will be valid for up to ten years.

Home Ownership

Section 10

Getting involved

Getting involved and having your say

It is important that our customers have a say in how our Housing Services are run. If you are a leaseholder who resides in the flat address detailed on your lease you can join the Leasehold Standards Panel (LSP)

The Leasehold Standards Panel (LSP) is made up of Council Officers and Resident Leaseholders. You can nominate yourself onto the Panel at the Leasehold Forum that is held each March. As a Panel Member you will have an opportunity to put in a nomination to be a member of the Housing Standards Board. Two members from the Panel can be nominated each year and will provide feedback on the work of the LSP.

There are many different ways in which you can become more involved with your Housing Services to help reshape services. We will work with you to ensure you are able to be more involved, which includes paying for any expenses incurred whilst in your voluntary role.

For more information, please contact, the Community Engagement Co-ordinator on 01279 446330, or write to Housing Services, Harlow Council, The Civic Centre, Water Gardens, Harlow, Essex, CM20 1WG.

We are always looking for more representatives to be involved, have their say and help us improve service delivery. This can be achieved through the following channels:

- **Voluntary Tenant and Leaseholder Representatives of the Housing Standards Panels**

Devote only a couple of hours quarterly for the Property and Tenancy Standards Panel and monthly for the Leasehold Standards Panel to discuss matters that are at the heart of Tenants and Leaseholders.

- **Housing Services Sounding Board**

Provide us with your personal details including an email address and we will contact about information on different events or Consultations Housing Services that are running, and ask your views and feedback. (This option is available to Tenants and Leaseholders of Harlow Council only)

- **Voluntary Resident Inspectors**

You will be required to carry out site inspections on Harlow Council's Housing and Neighbourhood Services. (This option is available to all Residents of Harlow.)

- **Estate Inspections**

Join us on your estate Inspection to identify improvements to the area you live in. This is generally carried out twice a year, the dates and venues are outlined on our website www.harlow.gov.uk/forums

The Leasehold Forum

The Leasehold Forum was set up in 2000. It ensures that leaseholders have a chance to get involved and takes account of the interests of leaseholders as part of our strategy for increasing the involvement of tenants and leaseholders in the decision-making process. The purpose of the forum is to provide regular consultation between the Council and leaseholders on all relevant matters. The forum meets twice a year and provides new opportunities for leaseholders to express their views on the services which affect them. The forum is also a valuable help in developing services and reviewing policies as it will increase our understanding of how services affect leaseholders. If you would like more information on the Leaseholders' Forum, please contact the Home Ownership Section on 01279 446424.

Tenant and Leasehold Conference

All Council tenants and leaseholders are invited to take part in our annual conference to receive an update on housing services and general issues that affect Harlow residents as a whole. It is also an opportunity for Council tenants and leaseholders to ask questions on issues affecting Council Tenants and Leaseholders.

Home Ownership

Section 11

Service Standards and complaints

(Including what to do if you are not getting a service you are paying for or do not agree with the service charge)

Service Standards and Complaints

Customer Service Standards

One of Harlow Council's priorities is to provide high performing, customer focused services. To help us to do this, we have developed a set of customer service standards, which show the level of service you, can expect from us.

All Staff will:

- Treat customers with courtesy and respect at all times
- Find out about customers' needs and meet them where possible
- Help customers who need extra support to explain their needs
- Help customers access relevant services in another part of the Council or partner organisation
- Give customers information about services including what they can expect and when
- Listen to customers' comments, suggestions and views

Staff presentation and conduct

- Staff will carry a corporate identity badge at all times when meeting customers
- Staff will dress appropriately for work

Correspondence

- All letters will be clear and easy to understand
- Letters will be replied to within 10 working days. If this is not possible and acknowledgement will be sent within two working days, providing a timescale for a full reply. We will send a further letter and explanation if this timescale subsequently slips
- All emails will be short, clear and easy to read
- We will give you alternative contact details in response to emails when the recipient will be out of the office for more than one working day
- Emails will be replied to within 10 working days. If this is not possible an acknowledgement will be sent within two working days, providing a timescale for a full reply. We will send a further letter and explanation if this timescale subsequently slips
- Faxes will be responded to in the same way as letters and emails

Telephone

- We will answer all telephones within 10 seconds of ringing
- We will keep voicemail messages up to date and we will give you an alternative number if the recipient is away for more than one working day
- Messages will be responded to within one working day

Reception Areas

- All of our reception areas will have easy access for all customers
- Waiting times should be no longer than 10 minutes

In addition to our Corporate Service Standards, Home Ownership has its own service standards which are outlined below:

We will:

- Offer to help fill in any of our related forms and process them within 28 days
- Keep you informed of any changes to the services that will affect you
- Give you information and advice on leasehold and home ownership matters
- Provide information and advice on a range of housing matters
- Give information to you within the Harlow Home section of Harlow Times
- Hold a leasehold forum twice a year
- Continue to work with you to improve the service by monitoring your comments, compliments and complaints
- Keep pre-arranged appointments and make every effort to forewarn you if for some reason it is not possible to do so

Undertaking major works

- We will ensure that the contractor supplies you with a residents handbook for any external works detailing what to expect, access, security and other items such as contractors code of conduct.
- We will arrange a meeting to discuss major works that need to be carried out to your block and arrange additional meetings where five or more residents request it
- We will aim to give you choices on some of the works if this is possible
- We will keep you informed about the work to your block
- We will ask for your comments on the standard of the work
- We will give you a breakdown of the specified work.
- We will give you a breakdown of the final account with your bill

- We will offer a range of payment options for major works. Major works accounts that are paid promptly within 30 days of the invoice date will attract a discount of 2.5%
- We will publish an 8 year programme of works which will be updated annually

Collecting Annual Service Charges

- We will give you a breakdown showing the services that have been charged to you with your estimated bill for the year and your statement of actual expenditure at the end of the year
- We will offer a wide range of payment options
- We will give you a quarterly statement of your account
- We will provide a detailed breakdown of the repairs that have been carried out to your block twice a year.

The Council expects its employees to treat members of the public with respect and expects the same from members of the public in their dealings with staff even if you think we have done something wrong.

What to do if you are not getting a service that you are paying for or do not agree with the service charge

If you wish to dispute the service charge or any part of it you can challenge it. This will be dealt with by the Home Ownership Officer in the first instance. Where a leaseholder is not satisfied with the response given in relation to whether a service charge is applicable to them or is reasonable, they have the opportunity to ask for the case to be looked at by the Service Charge Decision panel. The panel is made up of representatives from Housing Management, Home Ownership, Finance, Business Support and Sheltered Housing. Any appeal will be decided by the Head of Service.

Where a leaseholder does not agree with the decision of the Service Charge Decision Panel in relation to the service charges they have the following options:

1. The Councils Complaint Procedure
2. The Councils Complaint Procedure followed by the Housing ombudsman.
3. The Councils Complaint Procedure followed by the First Tier Tribunal Property Chamber
4. Directly to the First Tier Tribunal Property Chamber

Contacting us

How do I make a complaint?

Harlow Council has a complaints procedure to help customers get their needs met in a fast, courteous, fair and consistent manner. If you feel this has not been the case, the procedure aims to reach a resolution as quickly as possible. We take complaints seriously as they help us learn and enable us to improve our services. At all stages we will ask you to state the reasons why you are dissatisfied and how you feel the Council can put things right.

How to complain

You should complain to Contact Harlow at every stage of the procedure by phone, letter, email, using our online form through our website or by calling in person. Please see contact details on page 97.

Stage one - Service manager

If you are unhappy with any service you have received from Harlow Council, you should complain to Contact Harlow who will pass your complaint to the manager of the service you originally dealt with. We will acknowledge your complaint within two working days - this applies to all stages of the procedure. The acknowledgement will give you a reference number, tell you when you can expect a full reply and who is dealing with the complaint.

You should get a full response within a maximum of 10 working days.

Stage two - Head of service

If you are unhappy with our response at stage one, you should go back to Contact Harlow to start stage two of the procedure. Your complaint will be passed to the head of service to investigate. They have the authority to resolve most problems.

You should get a full response within a maximum of 10 working days.

Stage three - Appealing to the Chief Executive/Chief Operating Officer

If you have been through the first two stages and feel you have not been dealt with fairly and adequately, you should approach Contact Harlow to start stage three (the final stage) of the procedure. Your complaint will be sent to either the Chief Executive

or the Chief Operating Officer responsible for the service to be reviewed. They may choose to look into it themselves, or appoint a head of service or off-line senior manager to review the complaint on their behalf. They will decide whether to uphold your complaint and offer a final resolution or not uphold your complaint and write to tell you the reasons why.

You should get a full response within a maximum of 15 working days.

Extending time limits

In exceptional cases, we may extend the time limit to a reasonable time period and will write to you giving reasons why the timescale has been changed.

Further information

If we cannot resolve your complaint you can take it up with the Local Government Ombudsman or Housing Ombudsman as appropriate. They would expect people contacting them to have made use of the Council's three-stage complaints procedure first, to get the problem resolved locally. We will advise you how to do this when you reach the end of our complaints procedure.

At any stage you may refer your complaint to your local Councillor or MP at their surgery, in writing or by phone. They may help resolve your complaint however complaints from Councillors and MP's will be subject to the normal workings and timescales of the procedure. **Details of how to contact your local Councillor or MP can be found on our website or by visiting Contact Harlow.**

Getting help with complaints or appeals

If you would like someone to help with your complaint or to speak on your behalf at an appeal, please speak to a Customer Advisor who will be able to give you details of organisations that can help you. In the matter of housing cases, you may wish to appoint an advocate from the tenants and leaseholders group to help. For further details please speak to a Customer Advisor at Contact Harlow.

Useful addresses

Contact Harlow

Civic Centre

The Water Gardens

Harlow

Essex

CM20 1WG

Tel: 01279 446655

Email: contact@harlow.gov.uk

Website: www.harlow.gov.uk

First Tier Tribunal (FTT)

Property Chamber Eastern Residential Property

HMCTS Cambridge County Court

197 East Road

Cambridge

CB1 1BA

Tel: 01223 841 524

Email: rpeastern@hmcts.gsi.gov.uk

Website: www.justice.gov.uk/tribunals/rules

Housing Ombudsman

81 Aldwych

London

WC2 4HN

Tel: 0300 111 3000

Email: info@housing-ombudsman.org.uk

Website: www.housing-ombudsman.org.uk

Local Government Ombudsman

PO Box 4771

Coventry

CV4 0EH

Tel: 0300 061 0614

Email: advice@lgo.org.uk

Website: www.lgo.org.uk

Home Ownership

Section 12

Definition of Terms

Definition of Terms

Assignment - This is the term used when the lease is sold on when you sell your property. The new leaseholder is the assignee.

Block – The building as described in your lease in which your flat is situated.

Building – The block of the building or estate that can be used by all of the residents, such as stairs, lifts, paths, communal gardens etc.

Common Parts – The parts of the building or estate, that can be used by all of the residents e.g. stairs, lifts, paths, communal gardens etc.

Comprehensive Insurance – Full buildings insurance cover – all risks.

Consultation Process– This is the process of asking for your opinions. Where practicable, we will consult you about anything we do that affects you.

Demised Premises – That part of the block included in the lease you have purchased. This will include your flat, any garage area and any gardens which only you can access.

Estate – Your building and land that you share facilities such as roads and communal gardens and grassed areas

First Tier Tribunal (Property Chamber) - This is a body, which makes decisions about service charge disputes between landlords and leaseholders. It is a panel of people with experience of property disputes such as solicitors and surveyors.

Fixtures - You are responsible for these items in your home and include kitchen units, the bathroom suite, light fittings and any central heating system.

Forfeiture – This means that the lease is terminated and the Council as freeholder can lawfully repossess the property. It requires you to vacate it and dispose of it with vacant possession.

Freehold – Absolute ownership of property and land on which it stands.

Ground Rent – This is the rent paid to the landlord during the term of the lease. It is a small annual fixed sum payable by a leaseholder under a lease.

Harlow Council does not bill ground rent separately to leaseholders: it is included within your service charge invoice.

Improvement – Doing more work to a property than is required to satisfy an obligation to repair, or adding something that was not there before.

Index Linking – Automatic annual increase of a cost item, such as insurance cover.

Insurance Premium – Annual amount paid for insurance.

Landlord – This refers to the person or organisation that owns the freehold (or long head lease) of a property and grants a tenancy or lease to a tenant or leaseholder. In your case: the landlord is Harlow Council.

Lease – The lease is a contract between the landlord and the leaseholder that sets out the obligations of both parties.

Leaseholder – This is the person who has been granted the lease by the landlord or to whom the lease has been assigned.

Lessee – This means the same as a leaseholder.

Mortgagee – This is a bank or building society that lent you money so that you could buy the property.

Reinstatement Value – Cost of replacing an insured item.

Section 20 Process – This is the consultation process we must follow if we are intending to carry out works or enter into long term contracts for services that will cost you more than a sum prescribed by the legislation.

Section 125 Notice – This is the Offer Notice, which is provided when the lease is first sold. It contains itemised details of repairs and improvements and their costs. It limits your contribution to the costs of works during the first five full financial years after the original sale of the lease.

Section 146 Notice – Notice of breach of the lease and possible forfeiture.

Service Charges – This is a payment made by leaseholder to a landlord in return for services and freeholder charges.

Subletting – This is when you let out part or all of you home.

Tender – This is the process to get competitive prices for a large contract. We invite contractors to give their price or ‘tender’ for the work.

Home Ownership

Section 13

Leasehold frequently asked questions

Leasehold Frequently asked Questions

I'm a joint Leaseholder and wish to transfer the Lease into my sole name?

You will need to consult a Solicitor about performing a Transfer of Equity. A joint leaseholder must be legally removed from the lease before your account can appear in your sole name.

I have purchased a Leasehold property, can I sub-let it?

Your lease permits you to sub-let your property. Please refer to the section on Subletting on **page 69** for more information.

What happens if I intend to sell the flat/maisonette?

You must ensure that your Solicitor contacts the Home Ownership Section so that your share of the Service Charge can be re-calculated up to the date of sale. If you, have, over-paid, a credit, will be refunded, to your Solicitor. All outstanding monies must be paid, before completion, otherwise the Councils Legal Section will not accept any Notices transferring the property to the new owner.

What happens if I don't agree with what I have been charged for within my Service Charge?

You should firstly contact the Home Ownership Section to try and resolve matters. If you still do not agree with your service charges. **You can ask for the matter to be looked at by the Service Charge Decision Panel, See what to do if you are not getting a service that you are paying for or do not agree with the service charge on page 79.** You may consider taking the matter to the First Tier Tribunal Property Chamber (see contact details on **page 82**). Either you or the council can apply to the First Tier Tribunal Property Chamber to settle a dispute over charges.

Can I install my own windows?

Yes, Leaseholders are permitted to install their own windows after consent has been obtained from the Council. There is a charge for consents, details of the up to date charge and an application form can be found on the Councils website at www.harlow.gov.uk/resident-alteration-guidance-leafletpdf Alternatively you can get an application form from Contact Harlow (Tel 01279 446655).

Can you discuss my account with a relative/partner?

Under the Data Protection Act it is not possible to discuss your account with a third party, unless we have written permission from yourself.

How do I report a communal block repair such as a broken light within the stairwell?

You will need to contact the Repair Centre, either by phone on 01279 446666, or email repairs@htsgroupltd.co.uk and give full details of the repair. They will then, raise a report and give you a reference number. This number can be quoted, in case of any queries at a later date or for you to be able to track the repair. You will also be supplied with an estimated timescale for the repair to be carried out.

I have an issue with my neighbours, what can I do?

In the first instance please try to resolve the matter with your neighbour, however, if you are not happy to contact them, you would need to contact the Housing Management team giving full details of the problem and they will then investigate the matter on your behalf.

What will the Council do about dumped rubbish in the communal areas?

You will need to report this to Contact Harlow 01279 446655 giving details of the items that have been dumped. They will then raise a report for the appropriate department. If this concern is ongoing please contact the Housing Management team.

What is a Leasehold property?

When a flat or a maisonette is sold by the Council under the right to buy they are usually sold on a long lease of 125 years as the property/land remains in the ownership of the Council who are the freeholders. Your Lease gives you the right to live in the flat/maisonette for the term of the lease and you are able to sell the flat at any time. The lease will also detail the agreement between yourself and the freeholder regarding any obligations for repairs, payment of service charges and any other general conditions.

How can I pay my annual service charge bill?

Every year, in March, you will receive an estimated invoice for the next 12-month period, which starts on the 1st April. The total can vary from year to year due to changes in the cost of providing materials and services.

Payments can be made by direct debit; standing order, online, by telephone or if you prefer to pay in cash you can make payments at Contact Harlow Please refer to **page 16** for full details of payment options.

Large items expenditure called major works are invoiced after the work is carried out.

I have just received my Annual Service Charge Invoice and can't afford to pay this in full, can I pay in instalments?

Yes, you may pay by twelve equal monthly instalments and the account must be paid in full by the 31st March.

I want to pay by direct debit can you take my details over the phone?

No, you need to complete a direct debit mandate and return it to us.

Can my direct debit be taken from my account on the 21st of each month?

We have three payment dates for direct debits the 5th, 15th or 25th of each month, but you can set up a standing order for any date of your choice.

I've received an Invoice for Major Works, what are my repayment options?

Please refer to **pages 25, 26, 27 and 28** for full details of payment options.

What's the difference between Service Charges and Council Tax?

Every household must pay Council Tax to cover the cost of providing community facilities such as parks and street lighting and for local services such as the police. Service charges are housing-related costs for the block where you live. They are not the same and you must pay both.

What do I need to do if I want to change my name?

You will need to send the Home Ownership section documentary evidence of your name change before any changes can be made on our systems.

Home Ownership

Section 14

Useful contacts

Useful Contacts

Affinity Water

Tel: 0345 357 2401 Metered account
0345 357 2402 Non metered account
0345 357 2407 24hour emergency

Age Concern

Age Concern Harlow
2 Wych Elm
Harlow
CM20 1QP
And
Leah Manning Centre
Park Lane
Harlow
CM20 2QJ
Tel: 01279 415553
Email: ageconcernharlow@btinternet.com
Website: www.ageuk.org.uk/about-us

British Gas

Tel: 0800 048 0202 **If you smell Gas: 0800 111 999**

Emergency – Fire, Police, Ambulance

Tel: 999 or 101
or (01245 491491 Harlow Police Station)

Essex County Council

Street Lighting
Tel: 0345 603 7631

First Tier Tribunal

Property Chamber Eastern Residential Property

HMCTS Cambridge County Court

197 East Road

Cambridge

CB1 1BA

Tel: 01223 841 524

Email: rpeastern@hmcts.gsi.gov.uk

Gas (Emergency leaks only)

Tel: 0800 111 999

Harlow Citizens Advice

13-15 Eastgate

Harlow

Essex

CM20 1HP

Tel: 0344 477 0808

Website: www.harlowcitizensadvice.org

Harlow Council Contact Harlow

Tel: 01279 446655

Email: contact.user@harlow.gov.uk

Harlow Council Housing Services**Home Ownership Team**

Tel: 01279 446424

Fax: 01279 446744

Email: homeownership@harlow.gov.uk

Harlow Council Repairs Centre (including emergency repairs)

Tel: 01279 44 6666

Harlow Council Revenues and Benefits**Benefits Team**

Tel: 01279 446633

Email: hdc.benefits@harlow.gov.uk

Harlow Council Revenues and Benefits

Council Tax Team

Tel: 01279 446688

Email: council.tax@harlow.gov.uk

Harlow Police Station

Tel: 01279 491491

Housing Ombudsman

81 Aldwych

London

WC2 4HN

Tel: 0300 111 3000

Email: info@housing-ombudsman.org.uk

Website: www.housing-ombudsman.org.uk

Leasehold Advisory Service

Fleetbank House

2-6 Salisbury Square

London

EC4Y 8JX

Tel: 020 7832 2500 (Mon – Fri 9.30am – 3pm)

Fax: 020 7832 2529

Email: info@lease-advice.org

Local Government Ombudsman

PO Box 4771

Coventry

CV4 0EH

Tel: 0300 061 0614

National Grid (Electricity and loss of supply)

0800 783 8838 (or 0333 202 2021 from a mobile phone)

www.ukpowernetworks.co.uk

(In first instance call your network distributor, number on your bill/invoice)

Rainbow Recycling

Tel: 01279 417 355

Home Ownership

Section 15

Useful websites

Useful Websites

www.adviceguide.org.uk

The Citizens Advice Bureau offers free, confidential impartial and independent advice.

www.dclg.gov.uk

This is the website of the Department for Communities and Local Government. Copies of the Commonhold and Leasehold Reform Act 2002 can be obtained from here along with other free literature. A full list of booklets is available on the website.

www.harlow.gov.uk

This is the official website for Harlow Council

www.justice.gov.uk

This website allows access to the First Tier Tribunal (Property Services) a service to assist with decisions on service charge, Major works and improvement disputes; together with other useful Government services.

www.lga.gov.uk

The LGA exists to promote better local government. They work with and for our member authorities to realise a shared vision of local government that enables local people to shape a distinctive and better future for their locality and its communities.

www.lease-advice.org

The Leasehold Advisory Service (LEASE) is an independent agency, which is grant aided by the Office of the Deputy Prime Minister and the Welsh Assembly Government.

www.tpas.org.uk

The tenant participation Advisory Service for England is a national non-profit making organisation that provides information, advice, training, consultancy, seminars and conferences on all aspects of involving tenants/leaseholders in their housing management.