



LEASEHOLDERS HANDBOOK

This handbook is intended to be a useful guide to the services provided by Basildon Borough Council to its leaseholders. It contains an outline of your rights and responsibilities as a leaseholder and the council's responsibilities to you as your landlord. The information it contains does not override or affect the terms of your lease.

In general, as a leaseholder you are responsible for the repair and maintenance of everything inside your home (unless stated otherwise in your lease) and the council is responsible for the structure, exterior and common areas of the building. The council is also responsible for the provision of routine services such as lighting of common areas eg stairwells and entrance ways.

As a leaseholder, you will be required to pay your share of the cost of maintenance, repairs and any improvements to your building and estate and towards the cost of any services provided by the council. These contributions are known as service charges.

It is important that you keep the council updated with your current contact details; address, email and telephone numbers. If you have any questions about your lease or are not satisfied with the answer you receive from the council, you should always seek independent professional advice.

If you need help to read this handbook, you can use 'browse aloud' which will provide you with an audio version.

If you have any questions regarding content of the handbook or require additional information, please telephone 01268 533333. We also welcome Text Relay calls (formerly 'Typetalk').

We regularly update this handbook to ensure our leaseholders have the most relevant and up to date information regarding our housing service. We hope the information is easy to understand.

Section 1 - The lease

- What is Leasehold?

Section 2 - Service charges

- What are service charges?
- How is my share of the charges worked out?
- Block charges and individual charges
- When do I pay my services charges?
- Service charge queries
- Example of a service charge statement
- Ways to pay
- What if I can't pay?
- Debt recovery work flow

Section 3 - Repairs

- Who is responsible for repairs?
- What repairs must you do?
- What repairs will Basildon Borough Council do?
- Reporting repairs to the council
- Contractors

Section 4 - Major works and long term agreements

- What are major repairs?
- Are there any limitations on costs?
- Consultation on major works
- When will I receive a bill for the works?

- What are long term agreements?
- Consultation on long term agreements
- Qualifying works carried out under long-term agreements
- Emergency works
- Transfer of ownership during works

Section 5 - Help with meeting the cost of major works

- Major works payment options
- Prompt payment discount
- Placing a charge on your property
- Bank or building society loan
- Statutory right to a loan
- Income Support
- Hardship capping

Section 6 - Anti-Social Behaviour (ASB)

- Anti-Social Behaviour Service
- Definition of anti-social behaviour
- What to do if you are suffering from anti-social behaviour?
- Reporting ASB
- Non-legal remedies for dealing with ASB
- Legal remedies
- Vandalism
- Reporting vandalism



Section 7 - Selling your home

- Do I need the council's permission to sell my home?
- Will I need to repay any of the Right to Buy discount?
- Will I need to obtain any information from the council?
- Do I need to notify the council once the property is sold?

Section 8 - Letting your home

- Do I need the council's permission to let my flat?
- Do I need to notify the council if I have let the property?
- Buying the freehold
- Leaks and access to your property

Section 9 - Permission to carry out works

- What work do I need to get Council's permission for?

Section 10 - Ways to get involved

- Basildon Council's commitment
- Consultation
- Opportunities for involvement
- Training for tenant and leaseholder representatives
- Leasehold representatives are involved in

Section 11 - Complaints, compliments and suggestions

- Complaints
- Compliments
- Suggestions

Section 1 - The Lease

What is leasehold?

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

The Council owns the freehold of the block in which the flat is situated and so will still be your landlord (there are a few exceptions to this, for example where Swan Housing Association owns the freehold). Although you will not have to pay rent to us at Basildon Borough Council, you will be required to pay an annual 'ground rent'.

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

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

Not all leases are identical and some clauses may vary slightly. In the Basildon New Town area the main difference between leases is that some are Basildon Council in origin, and some are Commission for the New Towns (CNT) in origin. For example, Basildon Council leases normally state that the council is responsible for the repair of any window frames but not the glazing (glass) in your home.

It is important to understand the main terms of your lease. Refer to your lease to make sure you know what your responsibilities are and what are the councils.

If you have a dispute you should contact The Home Ownership Team. If you break the terms of your lease, you could face action from the council.

Please note that this handbook is only intended as a guide and that 'leasehold' is a complicated legal subject. Should you experience a problem or dispute over the terms of your lease, you should seek independent legal advice and refer to your individual lease.

Section 2 - Service charges

What are service charges?

The charges are your share of the management of the property, block or estate where you live. They also cover your share of any repairs to the communal area of your property, block or estate together with any individual charges.

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

Each year, around July, we will send you a service charge statement. This will include your estimated contribution towards the likely costs of any services provided, as well as insurance (where applicable) and your ground rent for the forthcoming year. It will also show actual expenditure for the previous year with a full breakdown of all the repairs that were carried out in that year.

If your yearly estimate was too high, a credit is made to your service charge account. If the estimated charge was too low, you will be asked to pay any additional amount. These differences to the service charge account are known as 'end of year adjustments' and are normally spread over the 4 quarters of the year. If you pay with Direct Debit, the adjustment is added to the total estimate for the current year and divided by the number of months over which you pay, giving a regular monthly payment.

How is my share of the charges worked out?

We will calculate the cost of services to your block and estate covered by your lease. We divide the total cost by the number of flats in the block or on the estate to find your share. The proportion you have to pay is specified in your lease. This will either be a percentage amount or a set amount by the landlord.

Block charges and individual charges

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

Block charges

- **Communal lighting**

This is the cost of supplying and maintaining lighting to the communal parts of the block where your flat is situated. The charge is based on the bills we receive from the utilities company. There may also be a charge for light fitment cleaning and adjusting time clocks.

- **Caretaking/concierge/sheltered scheme coordinator**

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

- **Block cleaning**

The majority of the blocks have a contract cleaning service and this is managed by The Cleaning Liaison Officer who approve the invoices for payment. If you have any issues regarding the cleaning you will need to contact the Tenancy and Estate Management Team.

If your block has large paladin type refuse containers there is also a charge for moving these in and out on refuse collection days and for rotating bins that are full. Additional charges are raised if we have to remove rubbish from the block or our staff carry out additional cleaning duties.

- **Day to day repairs** (including supervision and administration of repairs).

This is for the cost of repairs to the building that your flat is in and any communal areas of your block and estate.

- **Landscaping**

The cutting of grass, pruning of bushes and trees and removal of weeds to your block and estate.

Individual Charges

- **Communal heating**

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

- **Annual insurance premium**

The council are obliged under the lease to provide comprehensive building insurance cover for all sold flats under a blanket policy with a reputable company. The Insurance Team at Basildon Council calculates the annual premium based on agreed rates with the insurers. The council, as part of its general housing buildings policy, insure the building overall. The premium is based on the cost of rebuilding your flat and an element for the common parts. If you have any questions about your insurance charges or the amount of cover, please contact the Insurance Section.

- **Management charge**

This is your share of the costs of the administration of the various services to leaseholders. It includes leasehold enquiries and the net administration costs associated with the Home Ownership Team, Insurance, Legal Services, Resident Participation, Finance and recovery of service charges.

- **Ground rent**

This is the charge paid by the leaseholder to the freeholder as a condition of the lease - this is £10 per year on Right to Buy leases.

- **Reserve account**

This is an amount you pay each year, which is in an account gaining interest until such time as you have a major repair (i.e. double glazing, new roof, concrete repairs) or redecoration carried out to the block for works costing more than £250.00 per repair/per flat. The money in this account is then offset against the cost of the works. The account cannot go into deficit so if there is not sufficient funds to cover all the cost, you will be asked to pay the outstanding amount. Every year when you receive your service charge statement, you will also receive a reserve account statement, which gives you a balance of account.

Contributions to the reserve account are generally not repayable when a flat is sold. It stays with the property and is automatically transferred when the property is sold.

Section 2 - Service charges

When do I pay my service charges?

Your service charges are usually paid quarterly with payments due at the beginning of July, October, January and April each year. You can choose to pay the service charges annually in advance if you wish, this will be when the invoice is issued. You can also pay by monthly direct debit or payment.

If you are in receipt of benefits, the Department for Work and Pensions (DWP) may be able to provide you with some assistance in paying your service charges.

Service charge queries

If you believe any of the charges have been worked out incorrectly, you should contact the Home Ownership Team on **01268 533333**, by e-mail at leaseenquiry@basildon.gov.uk or via the website www.basildon.gov.uk.

Note: The only service charges raised directly by the Home Ownership Team are the costs of running the leasehold service. Other service charges are from other departments within Basildon Council.

If we receive an enquiry it will be given to the relevant department who will then amend, confirm or delete a charge as necessary. We will keep you informed of any changes. If this is within a block, the accounts of all other leaseholders in the same block will also be updated accordingly.

Ways to pay

Direct debit:

Direct Debit is the best way to ensure your payments are received by the due date. Only Direct Debit payers have a choice of payment dates. You can choose to pay on the 1st, 16th or 27th of the month. To request a form, please call 01268 533333 or you can download a Direct Debit form on our website at www.basildon.gov.uk.

Pay online using a credit card or debit card:

You can pay online using our secure payment system. The council's website is www.basildon.gov.uk/payment. You can also pay over the telephone by calling 01268 533333. **CREDIT CARD PAYERS PLEASE NOTE:** If you are paying by credit card, a 1.5% charge will be added to the amount to cover the cost of the transaction. There is no additional charge for paying by debit card.

By standing order:

If you wish to pay by standing order you should make your own arrangements directly with your bank. The sort code you will need for Basildon District Council's account is 60-02-39 and the account number is 54244870. You will also need to give them your invoice number, which is stated on the front of your bill.

In person:

Using our self-service payment kiosks at the Basildon Centre, St Martin's Square, Basildon; Monday to Friday 9.00am to 5.00pm & Saturday 9.15am to 1.15pm.

By post:

You can post your cheque/postal orders to Basildon District Council, PO Box 6365, Basildon Centre, St Martin's Square, Basildon, Essex SS14 1DL, **Cheques must be made payable to Basildon Council** and you must ensure that your invoice reference number is clearly shown on the reverse of the cheque. We do not accept post-dated cheques.

BACS (payment straight into our bank account)

Please give your bank your Invoice reference number and the following details of our bank account. Bank: NatWest Plc, 29 East Walk Basildon SS14 1HD. Sort Code: 60-02-39 Account Number: 54244870

Allpay:

You can pay your invoice at your local Post Office or at any outlet displaying the Pay Point logo free of charge. You will need to request an Allpay card. To use this service call 01268 533333.

EXAMPLE OF A SERVICE CHARGE STATEMENT

Actual cost of previous years estimate

Property Reference:
1st July 2013

Total charges of your block

SERVICE CHARGE -

The following statement shows a summary of actual expenditure for the year ended 31 March 2013 and an estimate for the year ending 31 March 2014.

Block Charges

2012 / 2013 Actual £	2013 / 2014 Estimated £
-------------------------	----------------------------

Repair & Maintenance (Inc. Technical Supervision)	406.02	420.00
Planned Works (Inc. Technical Supervision)		
Re-Decoration (Inc. Technical Supervision)		
Lighting	0.00	0.00
Cleaning	0.00	0.00
Landscaping	0.00	0.00
Caretaking	0.00	0.00
	406.02	420.00

Separate invoice where appropriate

Your proportion (indicated in your Lease) of the block charges that you actually pay

1. Your proportion of block charges (above):	50% (1 of 2 units)	203.01	210.00
2. Add: property specific charges:			
	Insurance – Buildings Only.	145.89	148.65
	Heating	0.00	0.00
	Reserve Account	100.00	100.00
	Ground Rent	10.00	10.00
	Management Charge	98.07	101.07

Total charges including all individual costs

3. Less:			
	Amount not recoverable (In accordance with the Housing Act)	0.00	
	Invoices raised on account	370.14	
	Adjustment required to account	186.83	
			569.72

Please note that if you pay your service charge by Direct Debit then any adjustment will be reflected on your invoice and future payment instalments will be adjusted accordingly.

Your estimated quarterly charges for 2013 / 2014 will be £189.14 (i.e. 569.72 + 186.83 = 756.55 / 4).

If previous years estimate is over or under this is added or removed from the total and divided by the four quarters

As we do not start billing until July and our financial year starts in April, This figure is made up of 3 quarters from the previous year (in this case 2011/12) July, October and January and the April quarter from the year before that (2010/11).

What if I can't pay?

If you are a leaseholder who is experiencing difficulty paying the service charges, please contact our recovery officer in the Home Ownership Team to discuss your payment options.

Alternatively, if you receive a pension and are having trouble paying your service charges, you can contact the Department for Work and Pension on 0345 606 0265. You can also contact the Pension Service if you are under pensionable age but are receiving Income Support/Universal Credit. They may be able to pay part or all of your service charge.

Other agencies that may be able to help are:-

- **Basildon Council Housing Advice Service**
Phone: 01268 533333 (Selecting option 5)
- **Citizens Advice Bureau**
Phone: 0344 477 0808
- **IMPACT**
Phone: 01268 553553
- **National Debt Line**
Phone: 0808 808 4000
- **Step Change Debt Charity**
Phone: 0800 138 1111

You are in breach of your lease if you fail to pay your service charges, so it is always best to inform our recovery officer if you are in difficulty. Otherwise further action may be taken against you.

If you refuse to pay what you owe us, or fail to keep to a repayment agreement, we will approach your mortgage lender (if you have a mortgage) or take action through the Small Claims Court. This can result in a charging order against your leasehold property.

If you continue to be in arrears with your repayments we will take legal action by issuing you with a Notice of Forfeiture for Possession through the County Court. This could result in you losing your home. You will still be liable for the money you owe us, the cost of going to Court and interest for the period your charges have been outstanding.

Debt recovery work flow

Invoice Sent

Reminder of payments due each quarter

Notice prior to legal action

Arrears under £100 will be sent to a collection agency

Arrears over £100 will be sent to a firm of Solicitors.
(Please note that these actions will incur additional costs)

■ Court

Section 3 - Repairs

Who is responsible for repairs?

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

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

We have the right to enter your home for inspection or to carry out repairs that we are responsible for.

We will give you at least 48 hours notice in writing for non-urgent repairs.

What repairs must you do?

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

- Internal decorations/Front Door
- Floors, stairs, ceilings, doors, woodwork, partitions inside your home
- Fittings (kitchen cupboards, etc)
- Baths, sinks, showers, toilets, taps, pipe work
- Heating and hot water systems
- Locks

External

- Repairing broken glass in windows
- Fencing and gates that you do not share
- Shed doors and frames

What repairs will Basildon Borough Council do?

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

- Foundations
- Outside walls
- Roof, chimney stacks
- Drains, gutter and pipes outside your home
- Window frames (not ex-CNT leases and some BDC leases)
- Decorations to outside or shared areas
- Security doors and entry phones
- Shared wiring and lighting, communal T.V. aerials
- Shared refuse chutes
- Shared boundary walls, fences, gates and paths
- Balconies, stairs, sheds (the structure and door frames, but not the shed doors)

Please note: You will be responsible for paying a proportion of all costs incurred in carrying out the above repairs

Reporting repairs to the Council

If you wish to report a repair that you think the Council is responsible for, you should contact the Customer Services Centre on 01268 533333.

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

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

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

If you are unhappy, because works have not been done or believe the standard of a repair is poor, you must first contact the Home Ownership Team via telephone or email leaseenquiry@basildon.gov.uk.

Contractors

We use a number of different contracts to carry out repairs/works for us.

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



Section 4 - Majors Works

What are major works?

Major works include such things as roof renewal, installation of controlled entry systems, decorations to communal areas and concrete works.

You can only be charged for major works in accordance with your lease and you will only be charged where they have been carried out to your block or estate.

A major repair is for works more than £250 per repair/ per flat.

Are there any limitations on costs?

When the Council sells a property under the Right to Buy, they will give the new leaseholder a Section 125 Notice. This notice includes details of any major works that they (the Council) intend to carry out within the first five years.

During the first five years you can only be charged for certain major works. These are listed in your Section 125 Notice.

The first five years are known as the 'initial period'. The initial period expires at the end of the fifth financial year (March) after you bought the property. The initial period continues even if the leaseholder changes. After the initial five year period, the limits referred to in the Section 125 Notice are no longer applicable.

Consultation on Major Works

There are strict guidelines that we must follow when consulting leaseholders about major works. These guidelines are set out in Section 20 of the Landlord and Tenant Act 1985 (as amended). Section 151 of the Commonhold and Leasehold Reform Act 2002 introduced amendments to the consultation process.

These new regulations introduced a three stage consultation process.

The following is only a summary as the consultation process is complex. You should take advice if you are querying the consultation. You can find information on the Leasehold Advisory Service (LEASE) webpage at www.lease-advice.org.uk. LEASE gives free legal advice to leaseholders, landlords, professional advisers, managers and others on the law affecting residential leaseholds in England and Wales.

Stage One

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

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

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

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

Stage Two

We are required to provide leaseholders with at least two estimates for the works, one of which must be from a contractor wholly unconnected with Basildon Council.

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

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

The second stage Section 20 notice must contain:

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

Stage Three

Once we have formally awarded the contract, we must write to the RTA, if there is one, and all leaseholders concerned informing them of the details. It will also explain why we came to that decision.

When will I receive a bill for the works?

In accordance with Section 20, we must advise you each year of your liability for any major works that have been carried out.

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

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

Major works under a long term agreement.

What are Long Term Agreements?

Long Term Agreements are contracts that will last more than 12 months. These contracts are entered into on behalf of the Council and enable us to provide a service such as maintenance to the grounds, a lift in your block or block cleaning.

We must comply with the consultations regulations in Section 151 of the Commonhold and Leasehold Reform Act 2002, if you are required to pay more than £100 per year.

Consultation of Long Term Agreements

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

Stage One

We must write to all the leaseholders to advise them of the service to be provided nominated contractor costs. Leaseholders are then given 30 days to raise observations about that service .

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

With those that are already on a long term agreement where public notice is not required, leaseholders are not invited to nominate a contractor

Stage Two

Once we have formally awarded the contract, we must write to the RTA, if there is one, and all leaseholders concerned informing them of the details. It will also explain why we came to that decision.

Qualifying works carried out under long-term agreements

We will consult you prior to the commencement of any repair works and improvements carried out under an existing long-term agreement, where any one leaseholder's contribution is going to be more than £250.

The consultation takes place on the works only as the contractor is already in place. This is a Schedule 3 Section 20 notice. It will detail a description of the works, our reasons for carrying out the works and your estimated contribution.

The work will usually be carried out under the rates set out in the contract.

At each stage of consultation you will be given 30 days to provide us with your written observations.

We will carefully consider your comments and provide a formal written response within 21 days.

You cannot refuse permission for the works to go ahead as we have a responsibility under the terms of the lease to repair and maintain the building.

If we fail to carry out the required consultation we limit our ability to recover the full cost of the works or services provided.

Emergency Works

We may have to carry out emergency works without consultation. In these circumstances, and for your safety, the work will be done and the consultation process dispensed with by application to the First Tier Tribunal.

Transfer of ownership during works

Where a lease is sold on or transferred, unless formally requested, we will not provide copies of consultation addressed to the previous leaseholder(s) prior to the sale.

It is the responsibility of the incoming leaseholder's solicitors to protect their client's interests and request this information from us.



Section 5 - Help with meeting the cost of Major Works

Major Works Payment Options

We recognise that the cost of major works could cause financial difficulties for many leaseholders. We are unable to waive any charges except in a few specific schemes where the Government has decided to 'cap' leaseholder charges. We have developed a number of arrangements to help leaseholders pay their share of the cost. **Provided your property is your main and principal home, or you are vulnerable or in financial difficulty, the following payment options apply to you:**

Charges of £250 - £999

You can pay in 12 or 24 monthly installments without incurring any interest charges, provided you enter into a repayment arrangement which begins within twelve weeks of receiving your major repair bill and you keep up your payments in accordance with that agreement.

If you sell your property before the end of the repayment period, you will have to clear the balance outstanding.

Charges of £1,000 - £2,000

We can offer you a payment plan over three years interest free.

Charges more than £2,000 but less than £7,500

We can offer you a payment plan over a period of 5 years. The first three years will be interest free and then the further 2 years will be subject to interest and the terms and conditions set out below.

Charges over £7,500

We can offer you a payment plan over a 10 year period. First three years will be interest free and then the further 7 years will be subject to interest and the terms and conditions set out below.

- The repayment installments are set up on direct debit
- The service charge account must be up to date or have an agreed payment plan in place
- The Council will raise a charge on the property if the debt is more than £1,000, which will be removed on repayment of the debt. Where the payments are not kept the Council would take debt recovery proceedings
- An administration fee of £200 for raising the extended payment may be added to the overall cost of the debt which includes the Land Registry Fee unless paid in advance
- The balance of the loan may be repaid in full at any time without penalty.
- Overpayments can be made during the interest free period in order to reduce the loan amount.

Prompt Payment Discount

Reduction of 1.5% in total charge if full payment is made within 28 days of invoice date.

Placing a charge on your property

For homes where a leaseholder is aged over 60 or is in receipt of disability benefits and the major repair to that individual is more than £1,000, a legal charge can be placed on the property for the cost of the works.

You have two options, you can defer all payments of capital and interest until the property is sold. The interest would be 'rolled up' and be deducted from the sale proceeds.

Alternatively, you could pay the interest each month, which would mean that when the property is sold the charge will still be for the original amount and again will be deducted from the sale proceeds. In both cases the interest rate will be around 5% each year. This will be subject to an administration cost to add the charge to the property, and there will have to be enough equity in the property to cover the cost of the major works.

Bank or building society loans

You can approach a bank or building society for a loan/mortgage or ask your current lender to increase your mortgage. You may well find that these lenders can be more flexible or offer more favourable terms than we are able to.

Statutory right to a loan

If your property was sold by the council under the right to buy within the past ten years you may have a statutory right to a loan, provided you apply within six weeks of receiving your bill. These loans must be secured by a charge on the property. The period of the loan is fixed, depending on the amount borrowed. The interest rate is also set out in the rules and is likely to be higher than any rate you could obtain from a bank or building society.

Income Support

If you are in receipt of income support, job seeker's allowance or pension credit, you may be able to obtain a loan and have the interest met by income support. The Department of Work and Pensions will advise on your eligibility.

Hardship Capping

In very limited circumstances of hardship and if all other options fail, we may consider capping the amount payable to a minimum of £10,000.



Section 6 - Anti-social Behaviour

Anti-social Behaviour Service

Basildon Borough Council has a specialised Anti-social Behaviour (ASB) Team who are trained to deal with complaints of ASB, including hate crime and domestic violence. Wherever possible, the ASB Team will attempt to resolve any disputes informally, and help those involved to resolve any differences they may have.

As a leaseholder of Basildon Council you are responsible under the terms of the lease for the behaviour or your household, your visitors (both at your home and in the local vicinity) and for your pets. Your home could be placed at risk if you break the covenants contained within it.

What to do if you are suffering from Anti-social Behaviour?

We accept that residents have the right to their chosen lifestyles but this should not spoil the quality of life for others. This implies some degree of tolerance of, and respect for, the requirements and needs of others. Before you take any action, make sure there is a real problem and take into account the different lifestyles or behaviour of different generations and the lack of sound insulation in many of our flat blocks.

Before contacting Basildon Council, you should consider dealing with the problem yourself. We do not suggest you put yourself at risk, but if the situation does not involve threats, violence or harassment then you could talk the problem through with the other person involved. They may be unaware that they are causing a problem and will often stop immediately once you have spoken to them.

You could also:

- Contact the Police 101. Any criminal behaviour should first be reported to the Police.
- Contact Basildon Council's Environmental Health Service 01268 533333.
- Loud Music complaints can be reported to the Environmental Health Service as they have powers to deal swiftly with music noise that is causing a statutory nuisance.
- Contact Basildon Council's Streetcare 01268 533333. Rubbish dumping (fly tipping), abandoned vehicles and graffiti can be reported direct to Streetcare.

Reporting ASB

- **Leaseholder complaining about a tenant:** The ASB Team will consider taking action under the tenancy agreement.

- **Leaseholder complaining about another leaseholder:**

Your lease contains covenants that specify what type of behaviour is considered to be unacceptable. If you are experiencing problems with another leaseholder within your block, it is likely that they have the same lease as you. We would advise you to check your own lease to see if the behaviour that you are complaining about is detailed in this document.

If applicable, we may write to the alleged perpetrator pointing out the terms of their lease, and asking them to refrain from the behaviour being complained about. Unfortunately, we are unable to give you legal advice but we may be able to support you in taking your own action against your neighbour. The cost of any further action may have to be funded by you, or you may have to pursue the case through the County Court as a private action.

- **Leaseholder complaining about a tenant of another housing association:**

The landlord (housing association) of the alleged perpetrator will have powers to deal with the actions of their tenant and you can contact them direct or we can refer the matter to them on your behalf.

- **Sub Tenants:**

If we receive complaints that a subtenant of a leaseholder is behaving in an anti-social manner, we will contact the main leaseholder in writing advising them of the nature of the complaint and asking them to take the appropriate action to stop the problem.

Vandalism

Basildon Council is responsible for dealing with reports of vandalism within the communal areas of its flat blocks. Vandalism can take various forms such as graffiti, wilful damage to windows, doors, sheds, lighting, security systems, fixtures and fittings etc.

Leaseholders are responsible for their portion of repairs to the communal areas of their flat block and therefore it is very important if you see or are aware of, an act of vandalism in your block you report it. If you are going to make an insurance claim or appeal for a review of your service charges you will need to follow the procedure below.

Reporting Vandalism

Report the incident to the police immediately and obtain an incident number. You should also report the incident to the ASB Team as soon as possible after the event quoting the incident number and giving any additional supporting information/evidence.

N.B. both stages of this reporting procedure need to be carried out for it to be a valid report. In all acts of vandalism Basildon Council, as well as any leaseholders in the block, will suffer a material loss. It is therefore essential that we are kept fully informed of any acts of vandalism in our blocks for the following reasons:

- If we have evidence that a resident, or a visitor to the block is directly responsible for causing vandalism, we can take direct action against them. We will hold them responsible for any costs incurred and in some cases action may be taken against their tenancy.
- Your insurance company will require supporting evidence if you wish to make a claim for an act of vandalism. If you pay your buildings insurance to Basildon Council through your service charges, and you wish to make a claim, you will need a claim form from their Insurance Section.
- If you do not pay your Buildings Insurance to Basildon Council you will need to contact your own insurance provider to check whether or not you are covered and how to make a claim. If you require any further information please contact the Home Ownership Team.

Section 7 - Selling your home

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

No, you do not normally need our permission to sell your property. However, if you bought your home after 18th January 2005 under Right to Buy scheme and you want to sell it, you must first offer it to the Council for first refusal if you put the property up for sale within ten years.

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

You'll have to pay back some or all of the discount you received if you sell your Right to Buy home within 5 years of buying it. After 5 years, you can sell without repaying any discount.

Will I need to obtain any information from the Council?

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

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

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

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

The building insurance cover may also be affected if the lease is not in the correct name(s). Correct details are also needed for sending service charge notification and for emergency repair contact, e.g. for plumbing leaks.

Section 8 - Letting your home

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

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

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

Yes. If the property is sub-let, your building insurance may be affected. Failure to notify the Council may result in loss of insurance cover. You should notify the Home Ownership Team in writing, providing details of your correspondence address and emergency contact telephone numbers.

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

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

Buying the Freehold

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

What are the qualifying conditions for enfranchisement?

- You must have a long lease of a flat (originally granted for more than 21 years)
- There must be two or more flats in the building.
- Not more than 25% of the internal floor area (apart from common parts such as stairs) should be in non-residential use - for example, as a shop or an office.

- At least one half of all the flats in the building are let to qualifying tenants.
- You can obtain a copy of the booklet “Your Right to Buy the Freehold of your building or Renew your Lease” from the Office of the Deputy Prime Minister.

Leaks and Access to your Property

You need to inform the resident of the property from which you believe the water is coming from about the problem. They may not be aware of the leak if, for instance, it is coming from behind a bath panel or under the sink. The resident can then arrange for their own plumber to have the repair carried out. If the leak is coming from a tenant’s flat, they would need to phone the Housing Repairs service

If the leak is coming from a piece of equipment that they own such as a dishwasher or washing machine then it will be easy for them to put right.

If you are unable to speak with the resident, or the resident does not want to take any action, then you should call the repairs service to report the problem. You will need to provide the repairs team with the flat number from which you think the water is coming from.

Section 9 - Permission to carry out works

What work do I need to get Council’s permission for?

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

- Removing or building walls or chimney breasts
- Installation of new windows or double glazing (see note below*)

You also need our permission for works such as:

- Installation of a satellite/TV aerials
- Erection of fencing
- Installation of new boilers

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

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

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

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

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

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

Section 10 - Ways to get involved

Basildon Council's Commitment

We are committed to the consultation and involvement of our residents with housing issues that aim to develop our policies and improve services.

Our Tenant Participation Compact is an agreement between us (Basildon Borough Council) and all of our tenants and leaseholders. It enables residents to have a say about what is happening to their estates and properties.

We aim to make sure the compact is an effective partnership between us and our residents in the following ways:-

Consultation

- By offering choices for tenants and leaseholders to be involved in housing policy and service development issues.
- By feeding the results of consultation into management and political structures e.g. core groups and sheltered housing forum.
- Working in partnership with other internal and external agencies.

Opportunities for involvement

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

Training for Tenant and Leaseholder Representatives

- We provide training for all tenants and leaseholders who wish to become representatives to enable them to represent their groups with confidence, and be accountable to their members.
- We aim to improve the knowledge and skills of leaseholders on issues they are involved in.

Leasehold Representatives are involved in:-

- Meetings, focus groups and consultations.
- Contributing to issues to be discussed on agendas and at meetings.
- Estate inspections within the borough and raising issues about them and the surrounding environment.
- Responding to queries from other tenants and leaseholders.
- Reporting any issues to our staff.

Basildon Borough Council have a Community Involvement Team that assists people who wish to be involved. They offer support for meetings, agenda's and advice on all aspects of Resident Involvement. You can contact them at the Basildon Centre on the main phone line 01268 533333 or at communityinvolvement@basildon.gov.uk.

Section 11 - Complaints, Compliments and Suggestions

Complaints

Complaints to Basildon Council can be submitted in the following ways

- Online: Submit a formal complaint at <http://www.basildon.gov.uk/complain>
- e-mail: complaints@basildon.gov.uk
- In person at the council offices in The Basildon Centre
- By telephone on the main Council number 01268 533333
- In writing - by sending a letter to the Council at the following address:

Customer Services, Complaints The Basildon Centre St. Martin's Square Basildon, EssexSS14 1DL

Compliments

If you are particularly pleased with the way a member of staff has dealt with you, please let us know. All compliments are passed onto the relevant person, and it helps us to know what we do right, as well as what we do wrong,

Suggestions

If you have a comment on our services, or a suggestion on how we can improve our services, please let us know by emailing leaseenquiry@basildon.gov.uk or writing to Home Ownership Team, The Basildon Centre. St Martin's Square, Basildon Essex SS14 1DL.

Section 12 - How to contact us

Email us

You can email us 24 hours a day, seven days a week. Our customer service centre will deal with your enquiry at the earliest opportunity during office opening hours.

The email addresses of various Council service departments and / or officers are often included on each department's information pages throughout the website.

If you are unable to find an email address for a particular service department or officer, or if you are unsure to whom your email should be addressed, then please send your email to our Customer Services at the following address:

Email: **customerservices@basildon.gov.uk**

During office opening hours customer services staff will re-direct all email they receive to the relevant Basildon Council department or advise you who to contact if the matter you have raised is not the responsibility of Basildon Council.

Phone us

During office hours Basildon Council operates an automated call answering system that offers easy push button options to connect callers directly to the service they require. Outside office hours callers will connect to our emergency phone line.

- **Customer Services 01268 533333** (Automated call answering during office hours Mon-Fri 8.30am - 5.30pm)
- **Emergency Number 01268 533333** (Out of Office hours)
- **Text Relay** (formerly Type Talk) **18001** - Textphone users please insert the prefix 18001 in front of our numbers.

Push button options; Customer Services office hours automated call answering

- **For Repairs/major works press 2.**
- **To make a payment press 3.**
- **For Leasehold enquiries or Sheltered leasehold enquiries press 5 and then 2.**
- **For Anti-social Behaviour press 5 and then 3.**
- **For Service information and general enquiries press 0.**
- **For Cleaning issues press 5 and then 2.**

Write to us

Address details of Basildon Council's town centre offices is:

Basildon Borough Council
(Please insert department)
The Basildon Centre
St. Martin's Square
Basildon
Essex
SS14 1DL





**LEASEHOLDERS
HANDBOOK**

