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Your lease explained

The lease is a legal agreement between you and Stevenage Borough Council (SBC). Your lease is an important document as it sets out your rights and responsibilities as a leaseholder and those of the council as the freeholder.

When you buy a flat or maisonette in a council block, you buy a leasehold interest and the council keeps the freehold interest. As the freeholder, the council owns the land on which the property is built and charges ground rent as part of your service charges.

Leasehold ownership of a flat or maisonette simply means a long tenancy - which is the right to live in and use the flat for a certain period – known as the “term of the lease”. This period is set out in the lease. Both you (the leaseholder) and the council (the landlord) have a duty, by law, to keep to this agreement. By signing the lease, you are accepting the responsibilities that are described in the lease.

It is your responsibility to read and understand your lease. The lease tells you what parts of the property you own. This is called ‘demised premises’, and will be identified by address and by a plan or plans attached to the lease.

If there is something in the lease that you don’t understand, please contact us and we will help, or as most leases are written in legal language, you may want to get more detailed advice from your solicitor.

You can apply to SBC (the Freeholder) to extend the length of your lease. There will be costs involved and it is recommended that you appoint a solicitor. The right to extend your lease is subject to certain conditions and is set out in Law; this is in the Leasehold Reform, Housing and Urban Development Act 1993. One of the conditions is that you must have held your lease for a period of two years.

Under certain exceptional circumstances you may be able to change the terms of your lease. If you wish to make changes please contact the leasehold team at SBC – contact details can be found at the back of this booklet.

Leasehold law – You can find information about leasehold law including extending your lease on the Communities and Local Government’s website at www.communities.gov or Leasehold Advisory Service (LEASE) on www.lease-advice.org.uk
Key responsibilities of a leaseholder and the freeholder under the terms of your lease

<table>
<thead>
<tr>
<th>Your responsibilities as a leaseholder</th>
<th>The councils’ responsibilities as freeholder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay your service charges due under the terms of your lease for annual services, such as repairs, improvements, ground rent, (management) fees and insurance, on time</td>
<td>Keep the structure and building in reasonable repair. Maintain the services to the building, all shared areas of the building and estate</td>
</tr>
<tr>
<td>Maintain and repair your home, including the windows, the front entrance door and all the services used in your home</td>
<td>To insure and keep insured the building and landlord’s fixtures (this does not include the contents of your flat)</td>
</tr>
<tr>
<td>Allow us into your home to carry out any work that is needed to the property or the block, or to carry out works in your property that you have not done (and recharge the costs of doing so)</td>
<td>Ensure service charges are reasonable and explain how we have worked them out</td>
</tr>
<tr>
<td>Use the premises only as a private home. You cannot run a business from your home</td>
<td>Consult you before carrying out any major work to your block. Any work costing more than £250 for each flat in a block is classed as major work</td>
</tr>
<tr>
<td>Pay our expenses for any fees or charges we have to pay in connection with your property or the block</td>
<td>Consult you before entering into a long-term agreement (more than 12 months) which may cost you over £100 in any one year</td>
</tr>
<tr>
<td>Not carry out any alterations to your property without our permission in writing, for example, you must ask us if you want to put in new windows or a new heating system. Replacement front and back doors must meet current fire-safety regulations. For help with what you must do if you are making any changes, including new kitchens and bathrooms please contact the Leasehold Team</td>
<td>Allow you to live in your home, as long as you pay the ground rent and service charges and meet all your obligations</td>
</tr>
<tr>
<td>Not cause any nuisance to or annoy your neighbours or allow any other persons who reside with you or any visitors to your home to do so. You are responsible for the conduct of others who live with you and any visitors</td>
<td></td>
</tr>
</tbody>
</table>

As long as you do not break the conditions of your lease, you have the right to stay in your home for the duration of the lease.

If you break the conditions of your lease, we will write to you and try to resolve the problem with you. If you continue to break the conditions, we may take legal action and ultimately may seek to terminate your lease which will mean you will have to move out of the property.

Selling your home

You can transfer or sell your lease to someone else, but you must tell us beforehand.

The above points do not cover all your rights and responsibilities. They differ from lease to lease so you should always refer to your lease to understand what it means for you.
Service Charges

What are service charges?

Service charges are your contribution towards the day-to-day costs of managing, maintaining and repairing the structure, exterior and shared parts of the block and grounds that your property is in.

Leaseholders pay a proportion of the cost for delivery of these services which can vary from block to block but generally include the following:

• Buildings Insurance (please refer to the insurance section in this guide for more information)
• Energy – this covers the lighting (both internal and external) and power to the communal areas including for lifts (if applicable)
• Communal repairs (please refer to the repairs section in this guide for more information)
• Caretaking and cleaning of communal areas
• Grounds maintenance – this covers gardening, grass cutting and general maintenance of landscaped areas
• Management and administration fees – these are the council’s costs for managing the block and leasehold service
• Communal window cleaning
• Heating (if applicable) and boiler maintenance
• Parking areas (if applicable)
• Water charges (If applicable)

How service charges are calculated

We calculate the service charges by adding up the total cost of services that we provide for your block and dividing this figure by the number of flats in the block.

Every year in March, we will send you a detailed annual estimate of how much we expect your services to cost for the forthcoming financial year (1 April – 31 March).

Most leases from the council stipulate that you are required to pay the annual charge in advance, in four equal installments on a quarterly basis; however some do vary, therefore refer to your individual lease to be sure. From the costs in this estimate, you will receive an invoice for each quarter. Payment options such as monthly direct debit can be easily arranged – please contact us to discuss this further.

We will calculate the actual costs for your flat block after the end of the financial year (31 March). By the end of September, the actual costs for the final account for the previous year will have been finalised and audited. We will then send you a certificate detailing the actual expenditure, and if the expenditure is less than what we had estimated, you will receive a credit to your service charge account. If it is more, your service charge account will be debited and you will have to pay the outstanding amount.

Ground Rent

This is the rent charged to every leaseholder by the council. It is due yearly in advance and the amount is stated in your lease.
How to pay your Service Charges

We prefer payment by direct debit. It guarantees the correct amount will be paid, and that your account will always be up to date (unless you miss a payment). It also gives you proof of payment. You do not need to do anything after completing the form to set it up and we will notify you in advance of any changes to the payments. Please download the direct debit form from our website or call to arrange setting this up.

We can accept card payments over the phone or online at www.stevenage.gov.uk. You will need to have your unique reference number to do this. (This can be found on the top of the invoice). We also have a touch-telephone payment system called Tonesmart. You can make payments using this system 24 hours a day, seven days a week by calling 01438 242345. You can ask us for a plastic payment card, which you can use to make a payment at any post office and you can pay in person at the Customer Service Centre. Again you will need your reference number for this.

If you wish to make a bank transfer our bank details are:
Stevenage Borough Council
Sort code: 40-43-36
Account number: 11549200.
You must quote your reference number on all payments.

Enquiries
If you have any questions about your Service Charge demand, please contact the customer service centre, where a member of staff will be able help you. Please refer to the back of this booklet for contact details.

Disputes / Complaints and feedback

If you disagree with your charge you should contact us, giving details of why you disagree and any evidence you may have (for example photos). We will investigate and respond within 10 working days, and if you are not satisfied with the response you can make a formal complaint directly to Stevenage Borough Council. If you are still not satisfied you can contact the housing ombudsman. You have the right to challenge the reasonableness of any charge. You also can do this at a First Tier Tribunal (Property Chamber) (FTT). The County Court can also refer matters to the FTT if there are legal proceedings for non-payment of service charges. You can visit the website of the Leasehold Advisory Service (LEASE) at www.lease-advice.org where you will find useful information on how to apply to the FTT, including details of fees.

You can also contact a Citizens Advice Bureau, a Law Centre or a solicitor for advice at any time.

Service Charge and Major Works Arrears

If you fail to pay the ground rent and service charge within 21 days of it becoming due you are in breach of your lease and we will begin the recovery process.

Any major works invoice should be cleared within 30 days of the invoice date, unless you have contacted us and made a payment arrangement. For further information on payment plans for major works, please contact the Leasehold Team.
Difficulty in paying

Please contact us as soon as possible if you are having difficulty paying your charges and/or a major works invoice. We can give you money advice and may be able to offer you repayment plans so that you can pay the arrears back in instalments.

Please refer to the back of this booklet where you will find some useful contact numbers of organisations that may be able to help you.

If you remain in arrears we will contact your mortgage lender and take legal action if necessary to recover outstanding amounts. This may lead to you having additional legal costs and interest added to the amount owed, and may ultimately end in you losing your home. Please contact us before it gets to this stage.

Improvements and alterations

Before you carry out any improvements or alterations to your home you must get written permission from the Leasehold Team. There is a charge for this service and you can contact the Leasehold Team on 01438 242666 or leasehold@stevenage.gov.uk for the current fees.

The council may require that the work is done in a certain way, for example, windows and doors must be replaced only with new ones of a certain design to comply with building regulations and legislation such as the current fire safety legislation and so that the outside of the flat block looks the same.

If you do undertake improvements to your own flat, for example, installing new windows, you may still have to pay your share of major works costs if the council repairs or renews the windows in the whole block.

If we agree that you can carry out the work, you are then responsible for obtaining and complying with any necessary planning permission and/or building regulation consent for the work (including completion certificates) and for supplying us with copies.

We have the right to inspect any work you do carry out, to ensure that correct standards are met. We have a legal right, to put right or undo any work you have undertaken without prior permission from us, to restore the property to its original condition. The full cost of this will be recharged to you.

You will have problems selling your property if you have made any alterations without our permission. Any future buyer will request to see copies of the permissions we have given for the work to be carried out, so please be sure to contact us before carrying out any work.

Services which incur other charges

The council provide additional services for leaseholders at an extra cost that is not covered by your day to day service charge. The services are listed below and we would require payment before providing these services. Please contact us to discuss this further.

- Copy of lease
- Copies of invoices
- Copies of statements of account
- Presales enquiries pack (Solicitor enquiries)
- Remortgage enquiries
- Requests for landlord’s permission/consent

The standard response time for these services is up to ten working days. We may be able to provide an urgent response (within 3 working days) to a service request, however this will be at an additional fee to the standard response time.
Repairs & Maintenance

The council is responsible for repairing and maintaining the communal parts of your building and the area around it. Should you wish to report a repair to the communal aspect of the building, please provide as much detail as possible about the repair and the location of the problem. The council have target dates for dealing with repairs depending on their urgency; we will tell you this information when you report the repair.

To report a repair you can:
Go online to: www.stevenage.gov.uk and use the online form
Call: 0800 1123444 or 01438 211011
Email: cscrepairs@stevenage.gov.uk
Visit: Customer Service Centre (see useful contacts pages for details)
Write to: Repairs Service at Stevenage Borough Council (see useful contacts pages for details)

Emergency repairs
For emergency repairs outside of normal office hours call 01438 314963. Please only use this number if there is an immediate risk or danger to you or your property.

Please note: If you call out the emergency team and it is found not to be a genuine emergency you will be charged a fee plus the cost of any work that is carried out. Whilst every effort will be made to rectify the problem with a ‘permanent repair’, this may not always be possible. We will, at the very least, make the situation safe and return at a later date to complete the repair. You will be recharged if the council attend and it turns out that the repair is your responsibility.

Heating repairs
Unless your property is covered by a shared heating system, you are responsible for your own heating and hot water and any repairs to the heating system. You should make your own arrangements for gas servicing.

For more information about gas safety see our pages on Health and Safety.

Repairs to a communal area
We would always urge people to report problems/requests for communal repairs as soon as possible. If we have enough information we will order the repair straight away. Sometimes we will need to inspect the work first. We will let you know if this is the case when you report the repair.

Damage
If you are reporting damage caused by others you should report this to the Police first and record the Police crime reference number (not an incident log number). If you are aware that damage is being deliberately caused by an individual or group of individuals, we welcome information that could lead to those people being charged with the costs of repairing the damage they have caused.
Dealing with condensation
In most cases, mould growth on walls and other surfaces within a building is a result of condensation. Condensation occurs when warm moist air hits a cold surface and water droplets are produced, which in turn can lead to mould. The following points may help you to manage and/or prevent condensation:

- Open windows when you can, particularly when using the kitchen and bathroom
- Do not put furniture directly against the wall (this stops air from circulating around the room)
- Do not dry clothes on the radiators
- Cover any pans you are using when you are cooking
- Ventilate your tumble dryer – most tumble dryers must have a permanent vent fitted through the wall

For more information please ask for a copy of our Damp, Mould & Condensation leaflet or follow the leaflet link on the website at www.stevenage.gov.uk.

Painting
Any painting to the outside of the building and all of the communal areas inside, such as the stairways, will be carried out by us, as part of our programmed works schedule. We will contact you prior to the works starting. You will need to carry out any repairs before we paint your flats outside doors and windows, as our contractors are not responsible for repairing these.

Your repairs
The council strongly advise that for repairs inside your flat you should use approved contractors for your own safety and peace of mind. We would also advise that you get a number of estimates for the work from various contractors before you choose one. If possible, choose one that has been personally recommended to you. Trade associations and professional organisations vary, but you can always contact the relevant association for information about your contractor or supplier. Utility companies (gas, water and electricity) and most insurance companies also provide breakdown cover for the equipment in your flat. For more information about Gas safety see our pages on Health and Safety.
A quick guide to repairs responsibilities:

<table>
<thead>
<tr>
<th>Plumbing</th>
<th>SBC</th>
<th>Lease holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stopcock in your flat</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Clear a blockage or repair rainwater pipes and gutters</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Fitting a new washer to the mains stopcock inside the flat</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>(please use an approved contractor to do this work)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fitting a new washer to the mains stopcock to the block</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Repair a burst or leaking water pipe (including the main stopcock)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>inside the flat</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repair a leaking waste pipe or trap fittings inside the flat</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Repair or replace the bath, basin, sink, taps or toilet</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Repair or replace the shared water storage tank</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Your water storage tank</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Electrical</th>
<th>SBC</th>
<th>Lease holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair and replace the distribution board in communal areas, including</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>the incoming mains supply to the flat block</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repairing individual doorbells</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Repairing the shared door-entry systems, including equipment in your</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>flat (i.e. the wiring, intercom and handset)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacing and repairing fittings inside the flat</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Replacing and repairing fittings in shared areas</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Repairs to the Careline equipment and cylinder</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Rewiring in shared areas</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Distribution board within your flat</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>
**Fixtures**

<table>
<thead>
<tr>
<th>Item</th>
<th>SBC</th>
<th>Leaseholder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete floor screed in shared areas</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Concrete floor screed inside the flat</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Flooring in shared areas</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Door and frames in shared areas</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Fixtures, fittings and locks inside flats</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Fixtures, fittings and locks in shared areas</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Flat door (not shared)</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Flat door fixtures, fittings and locks</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Flooring in shared areas, joist and wall plates</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Flooring in shared areas, joist and wall plates</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Floorboards in shared areas</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Floorboards in shared areas</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Floorboard tiles inside the flat</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Forced entry to your flat and break-ins through the door</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Glazing to windows in shared areas</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Glazing to windows in shared areas</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Putty in flat windows</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Putty in windows shared areas</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Repairs to fitted units and cupboards in the flat</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Repairs to fitted units and cupboards in the flat</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Roof structure and covering</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Roof structure and covering</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Sashes in flats</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Sashes in shared areas</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Skirting boards inside the flat</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Communal staircase repairs</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Communal staircase repairs</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Window frames in flats</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Window frames in shared areas</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

**Heating**

<table>
<thead>
<tr>
<th>Item</th>
<th>SBC</th>
<th>Leaseholder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flue liner</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Individual systems</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Shared heating and hot-water systems</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

**Other**

<table>
<thead>
<tr>
<th>Item</th>
<th>SBC</th>
<th>Leaseholder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decorating and plastering in the flat</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Decorating and plastering in shared areas</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

**Please note:**
All items listed as maintainable by SBC are subject to contribution and payment via your service charges in accordance with the terms of the lease.
Major works and planned repairs

Major Works are any substantial repair, redecoration, replacement or improvement made to your building or estate, or the area around your building.

Examples of major works include:
- renewing/replacing windows and window frames
- lift renewal
- door entry installation
- roof renewal
- decorating and repairing shared areas
- concrete repair

This list is not exhaustive.

The council has a rolling programme of redecoration for all its properties and carries out what are called ‘associated works’ at the same time. This may include such things as repairing or renewing gutters or broken railings/fencing.

**All leaseholders must contribute towards the cost of major repairs and for the cost of external and communal redecorations.**

Exceptions to the rule - If your property was purchased under the Right to Buy scheme and is still within the first five year period of sale, the landlord cannot charge more than the amount that was listed in the Section 125 Offer Notice (listed as services or anticipated repairs and improvements) other than adding costs for inflation.

Major works consultation

You will be consulted about major works and planned repairs where the estimated cost is over £250 per flat. You will also be consulted with if we want to enter into a long term agreement (more than 12 months) which may cost you over £100 in any one year.

This process is your legal right and is called a ‘Section 20 Consultation’.

If the works are urgent, we may have to carry them out without consulting with the residents beforehand. If this is the case, we will make an application to the First-Tier Tribunal (Property Chamber) for an order to dispense with the Section 20 consultation process. The tribunal can dispense with the consultation requirements in a particular case if satisfied that it is reasonable to do so.

The consultation takes place in stages:

**Stage 1 – Notice of Intention**
We will issue a ‘Notice of Intention’. This will give you an overview of the work to be carried out. You then have 30 days to let us have your comments in writing. You may also have the opportunity to nominate a contractor.

**Stage 2 – Notice of Estimates**
The ‘Notice of Estimates’ will be sent to you after we have gone out to tender for the works and obtained quotations. This notice gives details of at least 2 of the quotes for the works to be carried out that the council have received. It will also give an estimate cost of the individual leaseholder’s contribution wherever possible. The notice will also include a summary of any comments/observations which we received.
in response to the notice of intention and our response to those comments.

You are then given a further 30 days to let us have your comments in writing before a contractor is selected.

**Stage 3 – Notice of Reasons**

At the end of the Notice of Estimates consultation period, we will award a contractor the work.

We will send all the leaseholders in the block a notice, stating which contractor we have appointed and explaining why. However, this notice does not have to be served if the chosen contractor is the lowest quote/tender, or is a contractor that was nominated by a resident. The notice may also include a summary of any comments/observations which we received in response to the notice of estimates and our response to those comments.

Depending on the level of works, the council may meet with residents and recognised resident groups before the ‘Section 20 Consultation’ process begins, and during the consultation process.

**If you have a complaint about major works**

You should report any defective work to your Leasehold Team. The sooner you report any problems with the work, the sooner they can be investigated. Please note we have very limited power to get faults rectified once the final certificate is issued.

**Paying for the work**

Providing we have followed the consultation process properly, under the terms of your lease, you must pay your full share of the cost of work. **You will be invoiced separately for works costing you more than £250.** In some cases the invoices to leaseholders can be for hundreds or even thousands of pounds.

If you are having financial difficulties, please talk to us and we will do our best to help. The council’s major works payments options policy may allow you to spread the cost of large bills.

**How we calculate your major works charge**

We calculate estimated and actual major works costs in the same way as your annual service charges.

We take the total cost of the work and divide it equally between all the properties in the block or estate. The final invoice that we send to you is based on the actual costs. You may request to meet a project manager to answer any questions you may have.

**Major Works Payment Options**

The costs of some works will be high, so we have a range of flexible payment options that enable you to manage large bills over a period of time. Details of payment options available will be sent with all invoices.

When you receive an invoice for major works from us, it is important to contact the Leasehold Team to arrange a payment option. Your lease states you must do this within 21 calendar days of the demand for payment. If you do not contact us, and your account falls into arrears, you risk legal proceedings being taken against you.

If you would like any more details please contact the Leasehold Team on 01438 242666 or leasehold@stevenage.gov.uk

If you need help or advice on how to manage debt please contact your nearest Citizens Advice Bureau or the National Debt Helpline on the free phone number 0808 808 4000.
Queries, disputes and complaints

If you wish to raise a query, dispute or complaint either about the major works or your invoice, you must write or e-mail us within 21 days of the due date of payment. We will get back to you within 10 working days. If we cannot provide the information within this time, we will write and explain why and notify you when to expect a full response.

If you do not agree with your major works invoice, you should not withhold payment. We will ask the project manager to look at your issue(s) and if there are reasonable grounds for complaint, the appropriate refund will be credited to your account.

If you are not happy with our reply, you may follow our complaints procedure which we will provide to you on request.

If you are still dissatisfied with our decision, you can take the matter to the First-Tier Tribunal (Property Chamber).

If you would like more information on the Section 20 process, major works to leasehold properties or payment arrangements please contact the leasehold team on 01438 242666 or leasehold@stevenage.gov.uk.

Reporting nuisance & threatening behaviour

Stevenage Borough Council employs a dedicated Anti-Social Behaviour (ASB) team who help tackle anti-social behaviour across Stevenage.

As a resident and under the terms of your lease, you are responsible for making sure that you, the people living in your home, visitors and pets do not cause a nuisance to others.

Problems of this kind can be classed as anti-social behaviour (ASB). ASB can cover a wide range of actions, both minor and more serious. Stevenage Borough Council takes all forms of ASB very seriously.

You can report any ASB or nuisance by contacting the Leasehold Team, who will work internally with the Tenancy and ASB Teams to try to resolve your issue as soon as possible.

In an emergency always call the Police on 999, or to report a non-emergency crime dial 101.
To make sure your home is a good place to live please:

- Respect all your neighbours and visitors to the building
- Make sure that the door into your block closes behind you
- Only let people you know inside the building
- Keep any noise to a reasonable level and at reasonable times
- Do your washing, vacuuming and any DIY activities at reasonable times
- Do not drop or throw anything from your balconies or windows, or let your children or visitors do so
- Dispose of rubbish correctly and recycle wherever possible
- Help keep shared areas clean and free from obstructions
- Do not change oil or empty fuel tanks in any vehicles within the boundary of the block or in the neighbouring roads
- Park your vehicle in the marked parking areas and display a valid parking permit in your vehicle (if applicable).

As the leaseholder, you will be responsible for any breaches of the lease including nuisance or anti-social behavior by your sub-tenant and their visitors. You will also still be responsible for paying the service charges.

We recommend that you make sure the tenancy agreement you have with your tenants covers all of the obligations that are detailed in your lease.

Make sure the sub-tenant can, and does, report any maintenance problems quickly and that they are dealt with efficiently.

Please make sure your tenant knows how to turn off the water, electricity and gas supplies to the property in case of an emergency.

You should explain parking arrangements and ensure that the sub-tenant has any relevant parking permits. You are responsible for making sure that the sub-tenant returns any parking permits when they move out of your flat. The council will charge you to replace lost parking permits.

Please be aware that if you sub-let your property, you will not be entitled to the same payment options open to resident leaseholders. Please ask the Leasehold Team for further details.

Sub-letting

A sub-tenant is someone you rent your flat to when you are not living there.

You must let us know when you sublet your home and provide us with a contact address that is in England or Wales, together with your contact details and confirmation of any appointed managing agents.

You need to tell your mortgage lender and insurance company that you are sub-letting and by law, you must ensure that all gas appliances and electrics within the property meet current regulations. See the health & safety section for more details.
Insurance

Your leasehold property is in a building that is owned by Stevenage Borough Council and so we are responsible for insuring the building. Our building insurance covers the structure of your home and:

- Interior decorations and fixtures and fittings within the building
- Private garage (including a garage on a nearby site forming part of the property)
- Domestic outbuildings
- Tennis courts, swimming pools, ornamental ponds and fountains
- Septic tanks and central heating fuel tanks
- Walls, gates, fences, hedges, railings, terraces, lampposts, patios, drives and paths
- Sheds
- Foundations and roof

It excludes satellite television receiving equipment, television or radio aerials, aerial fittings and aerial masts.

Any tenant improvements would not be covered under the buildings insurance (such as kitchens, laminate flooring, etc). Only items installed by the Council would be covered.

You can find a copy of the insurance “summary of cover” letter that tells you what is covered and any excess you may have to pay, along with details of whom to report your claim to, on our website. We will be happy to give you a copy of the insurance policy on request.

The contents of your flat, such as your personal belongings, furniture and tenant improvements, are your responsibility and we strongly advise that you take out your own contents insurance policy. The Council offers a Contents Insurance Scheme specifically for their leaseholders and Council Tenants. Details are available on our website.

Making an insurance claim for building related damage

If you need to make a claim on the buildings insurance you should check that the loss or damage is covered. If it is, then you should call the insurers claims handlers directly. Claims must be notified within 90 days from the date of incident. Contact details for the current insurers can be found on our website, or alternatively please contact the Leasehold Team who will be happy to help.

You can arrange for any emergency repairs up to the value of £250 to be carried out on a without admission of liability basis to prevent further damage occurring. Keep the invoices as these costs could form part of your claim. When repairs are not immediately necessary, you should obtain two estimates for the repair/replacement and ensure photographs are taken of the damage. Do not delay in reporting your claim. Estimates can be obtained and submitted at a later date. Once an estimate has been approved, work can be carried out and the final invoice submitted. The claim will be settled in accordance with the terms of the policy.

As with all insurance policies, if you make a false claim you may face legal action.
Health, Safety & Security

To ensure your home is a safe and secure place to live please remember:

 ✓ To keep escape routes clear at all times
 ✓ To keep any escape doors free from unauthorised padlocks or chains
 ✓ To make sure that any self-closing doors are not wedged open. The doors may be fire resistant which means when they are closed they help prevent fire and smoke from spreading
 ✓ Do not disconnect or remove the self-closing mechanism fitted to doors and frames. If any self-closing doors are not working properly, please report them to the Repairs Team
 ✓ Close as many doors as you can in your home, before you go to bed and when you go out as this will help to stop a fire spreading should one start

Fire Doors

The front door to your property is your responsibility. In order to comply with the Fire Regulatory Order 2005, any door that opens onto the communal hallway must be a FD30S fire resisting door to provide 30 minutes integrity from fire and be capable of restricting the passage of smoke.

Smoke alarms

Hertfordshire Fire and Rescue Service offer the opportunity to have a free fire safety check of your home, carried out by firefighters from your local station.

To request a free home fire safety check you can go to hertsdirect.org/fire web site and complete the online request form. Alternatively you can call 0300 123 4046.

Paraffin heaters

These are especially dangerous and Stevenage Borough Council advises that it is best not to use them at all. If you really must use a paraffin heater, make sure it conforms to the British Safety Regulation BS 3300 and that it carries the BSI kite-mark.

Water

Make sure you know where the stopcock is to turn off the main water supply. If your water supply is cut off for any reason, make sure that all taps are turned off and the plugs removed from all sinks and baths to prevent flooding when the water comes back on.

If a water pipe bursts you should:

• turn off the water supply
• turn off the electricity at the mains
• try to catch as much water as possible with buckets, pans or cloths.

If the pipe concerned is our responsibility, report the problem to us. If it is outside office hours, phone 01438 314963. If the pipe is your responsibility, you will need to contact a plumber.
**Electrical Safety**

It is important to have an electrical safety check carried out once every five years. It will help to keep you safe and it means that your home is less likely to suffer from electrical faults, which can lead to fires.

The Building Regulations (part P) states that all electrical alterations in your home must be done by a suitable and competent person who will give you a certificate to say that the work has been tested. To reduce the risk of fire from faulty electrical appliances and installations, please make sure you:

- Switch off all electrical appliances that are not in use (this will also save you money)
- Turn off and disconnect televisions at night
- Make sure plugs are wired correctly and check regularly for damaged or loose cables
- Do not overload sockets when using adapter plugs and do not wire more than one appliance into each plug
- Do not run cables under carpets or rugs as this can cause over-heating or fires
- Avoid using extension cables
- Never touch switches with damp or wet hands and never take electrical appliances into the bathroom
- Ensure all electrical appliances are regularly checked by a qualified electrician and only used in accordance with the manufacturer's recommendations
- Use low voltage systems for garden lighting and use a circuit breaker when using power tools or appliances such as a lawn mower

**You must not:**
- use matches or naked flames
- touch electrical switches, including lights and doorbells.

**You must:**
- extinguish naked flames and put out any lit cigarettes
- open all doors and windows and keep them open until the leak has been dealt with
- check if a gas tap has been left on accidentally or if a pilot light has gone out.

**Gas servicing**

As you own the gas appliances in your home, it is important that you make sure they are safe. It can affect your household insurance cover if you fail to maintain your gas appliances.

**Subletting your home – important gas safety implications**

If you sub-let your home, you are responsible as the landlord, under the Gas Safety (Installation & Use) Regulations 1998. This means you have a legal responsibility to make sure the gas appliances and pipework are safe and well maintained in the property that you sub-let.

You must arrange for an annual gas safety check to be carried out by a Gas Safe registered gas engineer and ensure that your sub-tenant is given a copy of the annual gas safety check record (CP12). You must also ensure that your sub-tenant receives a copy of the current CP12 before they move in for the first time. Failure to meet these requirements can lead to criminal prosecution, resulting in a large fine or possibly even imprisonment.

For more information on the Gas Safety Regulations you can contact the Health and Safety Executive. Their website address is: www.hse.gov.uk/gas
Getting involved

Your views and suggestions are important to us. We want to involve leaseholders in the development and delivery of our services to ensure we meet your needs and provide you with value for money.

Quarterly Leasehold meetings

for dates please see our website
www.stevenage.gov.uk

Stevenage Borough Council holds 4 leasehold meetings a year. The aim of the meetings are to reach and involve residents in the decision making process and the work that we do. The meetings give us the opportunity to tell you about changes and improvements to our services. We are always keen to hear suggestions for agenda items for future meetings.

Please send your ideas to leasehold@stevenage.gov.uk

Leasehold Surgery – monthly meetings

for the dates please see our website

Stevenage Borough Council Leasehold Team hold evening sessions (by appointment) for leaseholders who want to talk through individual issues concerning them. Leaseholders are asked to contact us with their queries prior to the date so that we can ensure that the correct officers attend, and try to have the answers to your queries at your appointment. Should you wish to arrange an appointment with a member of the Leasehold Team.

Key Leaseholder Scheme

Key Leaseholders are volunteers who actively participate in the inspection and monitoring of communal repairs and other works carried out to their flat blocks.

Aims of the Key Leaseholder Scheme

The Key Leaseholder Scheme aims to:
• Encourage feedback on our repairs and services and make them more open and transparent
• Improve consultation with leaseholders about how we operate
• Help sort out any errors and disputes before we finalise the charges for day to day repairs - key leaseholders are sent reports that include the details of charges during the quarter that they are calculated in
• Help carry out spot checks of repairs and services to achieve excellent standards

Who can become a Key Leaseholder?

Any leaseholder can become a Key Leaseholder provided they:
• Are not subject to legal action in connection with their lease, including for service charge or major works arrears (legal action is defined as the application for a Court hearing)
• Are not in breach of the terms of their lease
• Are committed to equal opportunities and do not act in a discriminatory way

How to become a Key Leaseholder

Any leaseholder who would like to volunteer to represent their block or a wider area should contact the Leasehold Team. An application form will be sent or you can download one from our website and specify the block(s) that you wish to cover.
# Leaseholders jargon buster

<table>
<thead>
<tr>
<th>Word, term or expression:</th>
<th>Explanation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual costs</td>
<td>This is the actual costs for your block that are calculated at the end of the financial year</td>
</tr>
<tr>
<td>Annual estimate</td>
<td>An estimate of how much we expect your service charges to cost for the coming year</td>
</tr>
<tr>
<td>Apportionment (method of)</td>
<td>The way the costs of a service area are shared</td>
</tr>
<tr>
<td>Assignment</td>
<td>Transfer of leasehold interest to another party</td>
</tr>
<tr>
<td>Associated works</td>
<td>Works that relate to and are carried out at the same time as major works</td>
</tr>
<tr>
<td>Covenants</td>
<td>Legally binding promise</td>
</tr>
<tr>
<td>Deed of covenant</td>
<td>A legal document setting out an undertaking, agreement, restriction or permission</td>
</tr>
<tr>
<td>Demised premises</td>
<td>The property owned by the leaseholder as defined in the lease</td>
</tr>
<tr>
<td>First Tier Tribunal (Property Chamber) FTT</td>
<td>Previously known as the Leasehold Valuation Tribunal. They can decide whether service charges are reasonable and whether the services or work is of a reasonable standard. Both leaseholders and landlords have a right to apply to the FTT</td>
</tr>
<tr>
<td>Freehold, freehold interest</td>
<td>The owner of the building and the land it stands on – e.g. SBC.</td>
</tr>
<tr>
<td>Ground rent</td>
<td>The rent charged by the landlord to the leaseholder</td>
</tr>
<tr>
<td>Lease</td>
<td>The legal contract between the leaseholder and the landlord that sets out the rights, responsibilities and obligations of both parties</td>
</tr>
<tr>
<td>Major work/repairs</td>
<td>Major Works are any substantial repair, redecoration, replacement or improvement made to your building or estate, or the area around your building.</td>
</tr>
<tr>
<td>Section 20 consultation</td>
<td>Refers to Section 20 of the Landlord &amp; Tenant Act 1985 (as amended) and the Commonhold and Leasehold Reform Act 2002. It states how the landlord must consult with the leaseholder before carrying out repairs above a certain value</td>
</tr>
<tr>
<td>Section 125 notice</td>
<td>Refers to Section 125 of the Housing Act 1985 (as amended); a notice in which the landlord estimates the costs that the leaseholder may have to pay for repairs during the first five years of the lease and the value of the property at which it may be purchased.</td>
</tr>
<tr>
<td>Service charges</td>
<td>Charge paid by the leaseholder for the services provided by the landlord</td>
</tr>
<tr>
<td>Sinking fund</td>
<td>A fund set up through service charges to budget for major expenditure e.g. roof repairs</td>
</tr>
<tr>
<td>Sub-letting</td>
<td>Letting of a property by the leaseholder to a third party</td>
</tr>
<tr>
<td>Term of lease</td>
<td>The period of time a lease is valid for</td>
</tr>
</tbody>
</table>
Useful contacts

How you can contact Stevenage Borough Council:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact number</th>
<th>Website or email address</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBC Customer Service Centre</td>
<td>01438 242666</td>
<td>stevenage.gov.uk</td>
<td>SBC, Daneshill House, Danestrete, Stevenage, Herts SG1 1HN</td>
</tr>
<tr>
<td>SBC leasehold team</td>
<td>01438 242666</td>
<td><a href="mailto:leasehold@stevenage.gov.uk">leasehold@stevenage.gov.uk</a></td>
<td>SBC, Daneshill House, Danestrete, Stevenage, Herts SG1 1HN</td>
</tr>
<tr>
<td>SBC investment team (for major works queries)</td>
<td>01438 242666</td>
<td><a href="mailto:investment@stevenage.gov.uk">investment@stevenage.gov.uk</a></td>
<td>SBC, Daneshill House, Danestrete, Stevenage, Herts SG1 1HN</td>
</tr>
<tr>
<td>SBC repairs (to report a repair)</td>
<td>01438 211011 or 0800 1123444</td>
<td><a href="mailto:cscrepairs@stevenage.gov.uk">cscrepairs@stevenage.gov.uk</a></td>
<td>Repairs Service, SBC, Cavendish Road, Stevenage, Herts SG1 2ET</td>
</tr>
<tr>
<td>SBC repairs out-of-hours emergency</td>
<td>01438 314963</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Other useful contacts:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact number</th>
<th>Website or email address</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens Advice Bureau (CAB)</td>
<td>0845 120 3789, 01438 759300</td>
<td>stevenagecab.org.uk</td>
<td>Swingate House, Danestrete, Stevenage, Herts SG1 1AF</td>
</tr>
<tr>
<td>Department of Work &amp; Pensions (DWP)</td>
<td></td>
<td>dwp.gov.uk</td>
<td></td>
</tr>
<tr>
<td>Electricity emergency – National Grid</td>
<td>0800 404 090</td>
<td>nationalgrid.com</td>
<td></td>
</tr>
<tr>
<td>Electricity regulations</td>
<td></td>
<td>hse.gov.uk/electricity</td>
<td></td>
</tr>
<tr>
<td>Financial Advice</td>
<td>0800 092 1245</td>
<td>financialadvice.co.uk</td>
<td></td>
</tr>
<tr>
<td>Fire service</td>
<td>Emergency 999, Non-emergency 0300 123 4046</td>
<td>hertsdirect.org/fire</td>
<td>Herts Fire &amp; Rescue Service, Hitchin Road, Stevenage, Herts SG1 4AE</td>
</tr>
<tr>
<td>First-Tier Tribunal (Property Chamber) - FTT</td>
<td></td>
<td>legislation.gov.uk</td>
<td></td>
</tr>
<tr>
<td>Fix my street</td>
<td></td>
<td>fixmystreet.com</td>
<td></td>
</tr>
<tr>
<td>Gas emergency – National Grid</td>
<td>0800 111 999</td>
<td>nationalgrid.com</td>
<td></td>
</tr>
<tr>
<td>Gas regulations</td>
<td></td>
<td>hse.gov.uk/gas</td>
<td></td>
</tr>
<tr>
<td>Herts County Council</td>
<td>0300 123 4040</td>
<td>hertsdirect.org.uk</td>
<td></td>
</tr>
<tr>
<td>Job Centre Plus – Stevenage</td>
<td>0845 604 3719</td>
<td>hertsdirect.org.uk</td>
<td>The Forum, Stevenage, Herts SG1 1EZ</td>
</tr>
<tr>
<td>Leasehold Advisory Service (LEASE)</td>
<td>020 7832 2500</td>
<td>lease-advice.org</td>
<td>Maple House, 149 Tottenham Court Road, London W1T 7BN</td>
</tr>
<tr>
<td>Money Advice Service</td>
<td>0300 500 5000</td>
<td>moneyadvice.service.org.uk</td>
<td></td>
</tr>
<tr>
<td>National Debt Line</td>
<td>0808 808 4000</td>
<td>nationaldebtline.org.uk</td>
<td></td>
</tr>
<tr>
<td>Pension service</td>
<td>0800 731 7898</td>
<td>gov.uk</td>
<td>Stevenage Station, Lytton Way, Stevenage, Herts SG1 1HF</td>
</tr>
<tr>
<td>Police</td>
<td>Emergency 999, Non-emergency 101</td>
<td>herts.police.uk</td>
<td></td>
</tr>
<tr>
<td>Stevenage Credit Union</td>
<td>01438 740844</td>
<td>stevenagecreditunion.com</td>
<td></td>
</tr>
</tbody>
</table>
Notes: