

# Coastline housing



## Leasehold Handbook

## About this Handbook

We have prepared this Handbook for people who own or are about to buy a leasehold property to which Coastline Housing Ltd currently owns the freehold.

This Handbook is for you if you live in a former Council property or other leasehold property that was originally sold by Kerrier District Council, Kerrier Homes Trust Ltd or Coastline Housing Ltd

Your home may be 'leasehold' if you are liable to pay a service charge to Kerrier District Council, Kerrier Homes Trust Ltd or Coastline Housing Ltd because:

- You live in a flat with shared areas that are maintained by us
- You live on an estate with shared areas that are maintained by us

We have designed this handbook to provide general information. However, not all leases are the same. The terms of your lease show your and our rights and obligations. If you are in any doubt about the terms of your lease you can ask Coastline Housing for advice but you may also want to get independent legal advice.

## About us

Coastline Housing Ltd is an independent, not for profit Company working across Cornwall providing affordable homes for rent and sale. The Company was set up in 1998 as a private housing association, when it was known as Kerrier Homes Trust Ltd.

Today it owns and manages over 4,000 homes in Cornwall, including around 100 leaseholds, of which many of the freeholds were formerly owned by Kerrier District Council.

Coastline Housing Ltd is also a registered Charity.

## Using your personal information

Your details will be used to provide and administer the service you applied for. This includes the following purposes:

- To manage your lease agreement
- To help you apply for benefits or services from other agencies if needed
- In case of emergencies to ensure your safety
- To contact you for consultation
- To provide you with information regarding your service charges and other property related matters
- To enable us to comply with our legal and statutory obligations

It is important that we have up to date contact information for you and those living in your property

## Your rights to access the information we hold

Subject to the Data Protection Act 1998 you have a right to obtain a copy of the information we hold on you both digitally and physically. This type of request is known as a 'Subject Access Request'. If you wish to make this type of request please contact us.

## Further information

If you would like further information on anything in this guide, please do not hesitate to contact us on 01209 200200.

If you need this Guide in an alternative format, such as large print, Braille or in translation, please contact our Customer Access Team on 01209 200200.

## How to contact us

You can contact us by...	If you want to...
<p>Telephone</p> <ul style="list-style-type: none"> <li>Call our Customer Access Team on 01209 200200 between 8:30 am and 5 pm Monday to Friday.</li> <li>Outside of these times calls will be forwarded to the out of hours service.</li> </ul>	<ul style="list-style-type: none"> <li>Talk to a Customer Access Advisor</li> <li>Report a repair that is our responsibility</li> <li>Make an appointment with a member of the housing team</li> <li>Report an emergency</li> </ul>
<p>Email</p> <ul style="list-style-type: none"> <li>customer.services@coastlinehousing.co.uk</li> </ul>	<ul style="list-style-type: none"> <li>If you e-mail us about any query our Customer Access Team will make sure that your message is passed on to the right person</li> </ul>
<p>Letter</p> <ul style="list-style-type: none"> <li>Coastline Housing Ltd Coastline House 4 Barncoose Gateway Park Pool Redruth TR15 3RQ</li> </ul>	<ul style="list-style-type: none"> <li>This is our main office and registered address. Please use this address if you want to write to us about anything at all.</li> </ul>
<p>Internet</p> <ul style="list-style-type: none"> <li>Our website address is <a href="http://www.coastlinehousing.co.uk">www.coastlinehousing.co.uk</a></li> </ul>	<ul style="list-style-type: none"> <li>Make general enquiries</li> <li>Report repairs that are our responsibility</li> <li>Make a complaint</li> <li>Pay your service charge</li> <li>Register for My Coastline, our customer portal</li> </ul>

<p>Smart Mobile Phone/Tablet</p>  	<p>If you have either an Apple or Android device:</p> <ul style="list-style-type: none"> <li>• Go to the iTunes app store or Google Play and search for the free app 'My Landlord'</li> <li>• Start 'My Landlord' and enter the Quick Code 262</li> <li>• Press 'Home Repairs' to use our dedicated mobile reporting section</li> <li>• Choose 'More Services' to see the same red button information available as seen on the television service</li> </ul>
<p>Facebook</p> 	<ul style="list-style-type: none"> <li>• Head over to the Coastline Housing page – don't forget to like it while you are there</li> <li>• Just below the main photo click on the red button picture</li> <li>• You will be able to use the same service as available on digital TV and mobile</li> </ul>

## How to find us

If you would prefer to visit us in person, please contact us to make an appointment. Office opening hours are between 8.30 am and 5.00pm Monday to Friday with the exception of Bank Holidays.

Coastline House  
4 Barncoose Gateway  
Park  
Pool  
Redruth  
TR15 3RQ



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## 1. Your lease agreement with Coastline Housing Ltd

### 1.1 What is a leaseholder?

- If you have bought a flat in a block owned by us, you are a 'leaseholder' or 'lessee'.
- As the owners of the land on which it stands, we are the 'freeholder' or 'landlord' or 'lessor'.
- The agreement that you signed when you bought your home is called a lease; this gives you ownership of the flat subject to certain conditions which are set out in your lease agreement.

### 1.2 What is the difference between a leaseholder and a freeholder?

- If you own your property 'freehold', you own it and the land it is located on permanently, and have full responsibility for the maintenance and any repairs needed on the property.
- If you own your property 'leasehold', you will only own your home for a fixed time which is defined in your lease agreement. The land is owned by the freeholder.

Under your lease agreement, the freeholder of the property grants you the right to live there for a fixed period. Once your lease has expired, you no longer own the property and it is returned to the freeholder unless the lease is extended.

Responsibilities for repairs and maintenance may be shared between the freeholder and the leaseholder, depending on the type of lease agreement used. Most leasehold properties will be flats, although some houses can be leasehold.

If your home was first sold to a former Council or Housing Association tenant under the 'right to buy', your lease will normally last for 125 years from the time that the flat was first sold by us or by Kerrier Homes Trust Ltd or Kerrier District Council.

### 1.3 What's in your lease?

Your lease sets out the rights and responsibilities of the lessee (you) and the lessor (us). Like all leases, it is a legally binding contract that gives you the right to live in the property subject to certain terms and conditions for a fixed amount of time. It is important that you understand the conditions of your lease and that you keep it in a safe place. Because all leases are slightly different, this guide cannot cover all the detailed information set out in your lease which applies to your home specifically. Instead it offers general information to help you in most circumstances.

Your solicitor or legal advisor should have explained your own lease in detail before you bought your home. You can get a copy of your own lease from your solicitor or from the Land Registry.

### 1.4 Basic details

All leases will include these basic details:

- The name of the original leaseholder;
- The name of the original landlord;
- The address of the property;
- The ground rent and when it's due;
- The term of the lease (ie how long you can own the property from the date the original lease was first granted);
- Details of any applicable service charges.

### 1.5 Joint leases and relationship breakdown

If more than one person signs the lease, this is called a 'joint lease'. Joint leaseholders have equal rights and are equally responsible for meeting the terms of the lease. These responsibilities continue until they legally end, even if one of the leaseholders moves out. In the event of a relationship breakdown and joint lease you should seek independent legal advice.

## 2. Lease conditions

There will also be general conditions in your lease, which tell you:

- Which parts of the building you own or are responsible for maintaining ('the demise'). This may include a plan of the property as well as a description, showing any areas that are shared with other properties;
- Which parts of the building we are responsible for maintaining or any other services we are responsible for providing;
- Who insures the building and what your responsibilities are;
- What costs you have to contribute to through your service charge;
- What other costs you are responsible for paying yourself;
- What you can use your property for;
- About any restrictions on whom you can sell or let it to;
- What you need to do if you want to alter or extend your property or do anything that might affect an adjoining property;
- About the access arrangements for repairs to your home or any other rights of access over your property to adjoining properties;
- About any other rights that you or other people have over your property or neighbouring land.

## 3. Your responsibilities as a leaseholder

Your lease will contain a number of general terms including 'covenants'. A covenant is a legally binding promise to do something or not to do something. The part of your lease called the 'Lessee's covenants' sets out your responsibilities which include:

- Paying ground rent;
- Paying service charges;
- Paying council tax;
- Keeping to local by laws;
- Allowing us to carry out necessary repairs to the property;
- Not selling or subletting your property without informing us of your intention to do so;
- Keeping the flat in good repair and to keep the garden tidy if you have one;
- About your responsibility to ensure that you or your household, visitors or

pets do not cause a nuisance or inconvenience to us or your neighbours;

- About your responsibility to tell us within one month if you sell, let, sublet or transfer ownership of the flat and give us a copy of the agreement;
- About your responsibility to repay all or part of any discount you may have received when you first bought the property, if you resell it within a certain period of time. (See the section on Selling your property for more information); and
- Giving up the property at the end of the lease.

#### 4. Subletting your home

A tenant is someone you rent your flat to when you are not living there. A lodger is someone who shares your home.

In most situations you are free to sublet your property but you must inform us if you are planning to do so. You will remain responsible for ensuring that all ground rent and service charge payments are made on time and that your tenants obey the rules set out in the lease. If you will not be living in the property, please give us a correspondence address and phone number where we can communicate with you.

Before subletting your home you must do the following:-

- Get the permission of your mortgage lender if there is an outstanding mortgage on the property;
- Make sure any tenancy agreement insists your tenants behave in a way that does not cause a nuisance to other residents of either the building, block or estate. If your tenant creates a nuisance, it is your responsibility to take action to stop them from doing so. If you fail to do so, we may take legal action against you;
- You must make sure your property is insured. You will need to tell your insurer that you plan to sublet;
- You must give us details of your contact or correspondence address, and the address of any appointed managing agent during the period of subletting. This is needed as the ground rent, insurance and service charge will still be your responsibility as the leaseholder. We may also need to contact you if

there are any problems with the property. This is important as there are a number of reasons why we may need to contact you. These include:-

- If there are nuisance problems with your tenants;
- To keep you up-to-date with your service charges;
- To consult you if major works are planned; and
- You must also give us the name of your tenant and their contact details. This is important information that we need to hold in the event of an emergency.

#### 4.1. Gas servicing

You must make sure that gas appliances (including central heating boilers) are serviced each year by a gas-safe registered engineer. When you carry out this service you will be given a certificate to show that the appliances have met the necessary standard. If you sublet the property you must give a copy of this certificate to your tenant.

## 5. What about home alterations?

An alteration is something that affects the structure of your home although it may not necessarily change the value of your home. Examples of alterations include:

- Changing the layout inside your home (e.g. removing walls); and
- Changing front doors/windows.

If you live in a flat we will not normally give permission for you to change the wall inside your home.

Your lease says you must have our written permission before you make any alterations. You may also need the permission of:-

- Your mortgagee (any bank or building society which has lent you money to buy your home);
- The planning department of your local council; and
- The building control department of your local council.

You should make sure you have permission before you start any work. This could save you a lot of effort and frustration.

If you start work without permission you could:-

- Put yourself, your family and your neighbours in danger;
- Have problems selling your home;
- Have to pay to have the alteration changed back again; and
- Have to pay extra costs to get permission at a later date (such as solicitor's fees).

### 5.1 What about home improvements?

Improvements are changes that should increase the value of your home; however, you still need our written permission before you begin improvement work.

Examples of improvements include:-

- Loft conversions;
- Gas central heating; and
- Double glazing.

## 6. Our responsibilities as Landlord

Your lease agreement also contains 'landlord's covenants'. These are things that we have to do as your landlord under the terms of the lease. These may include:

- Repairing and maintaining the structure and shared areas (for blocks of flats);
- Cleaning and gardening in shared areas;
- Insuring the property (not the contents); and
- Making sure leaseholders carry out lease covenants.

### 6.1 Service charges and insurance

Your lease will set out the services we must provide to your home. It will also refer to what you will have to pay towards the cost of these services. We charge you the cost of providing these services in the form of an annual service charge.

If you live in a block of flats we are responsible for:-

- Maintaining and repairing the structure of shared areas;
- Insuring the property; and
- Arranging for contractors to provide services to communal areas.

Your lease agreement sets out our responsibility for insuring the building in which you live and your responsibility to pay the proportion of the buildings insurance through your Service Charge.

See the section on service charges or the Guide to Service Charges booklet for more information.

Make sure you are not paying for buildings insurance twice, mortgage lenders will frequently try to sell buildings insurance alongside your mortgage. Inform them that your landlord is responsible for insuring the building under the terms of the lease. If required we can provide lenders with documentation of our insurance policy.

We strongly recommend that you take out household contents insurance as we are not responsible for insuring the contents of your home. Please be aware that any damage to your property caused by theft, fire, vandalism, burst pipes and leaks will not be covered by our insurance.

When you become a leaseholder we will provide your solicitor with a copy of the Buildings Insurance if requested and each year the policy will be renewed. Additional copies are available upon request.

## 7. What happens if I break the conditions of my lease?

We have a duty as landlord to ensure that all leaseholders keep to the terms of their lease. This is to protect the interests of other leaseholders and tenants, not just your own. We will take appropriate action if we become aware that a leaseholder is acting in breach of the terms of their lease, for example by:-

- Carrying out alterations to their home without approval;
- Using their home for illegal or immoral purposes, or for uses not permitted by the lease;
- Failing to maintain, or damaging the property;
- Refusing reasonable access to our staff or contractors; or
- Anti-social behaviour including harassment or neighbour nuisance.

In all such cases we will serve notice on the leaseholder requiring them to remedy

the breach. If the breach continues we will take further action which may involve seeking an injunction or applying for forfeiture of the lease.

## 8. What happens if I do not pay my ground rent or service charges?

Non-payment of your service charges and ground rent is a breach of your lease conditions. If you do not pay your service charges we will take action to obtain payment for the outstanding debt.

### Stage 1

- Inform you via letter of the balance outstanding and the ways to pay; and
- Request contact within 7 days to discuss the matter.

### Stage 2

- If no reply or payment is received to our first letter we will write to you again;
- We will inform you of our intention to take legal action and contact your mortgage company (where applicable);
- We will attempt to contact you via telephone; and
- Request a resolution within 14 days.

### Stage 3

- Hand deliver in person a Letter of Claim including:-
- Account statements;
- Information Sheet and Reply Form;
- Financial Statement Form; and
- Request a resolution within 30 days.

### Stage 4

- Hand deliver in person a final reminder letter informing you that if the situation is not resolved within 14 days that we will apply to court for a County Court Judgment; and
- Inform you this will incur additional legal fees which will be added onto the debt.

### Stage 5

- Apply to Court for a County Court judgment; and
- If we obtain a judgment, start a debt recovery process (the approach used will vary).

If you contact us and explain why you are unable to pay we will try to help you. We may also try (where appropriate) to arrange for you to pay over an extended period of time.

If you are having problems paying you should:

- Tell us straight away;
- Answer our letters and telephone calls, even if you think we have made a mistake;
- Claim all the benefits you are entitled to; and
- Speak to the Money Advice Service to see if they can assist.

## 9. Service Charge Loans

As a leaseholder you will have to pay a share of the costs of any repairs and improvements which Coastline Housing carries out. You may have the right to a loan to help you meet these costs.

You only have the right to a loan in respect of charges for repairs and improvements where the charges are payable in the 10 years beginning on the day the property was sold under the Right to Buy. In order to be eligible for a loan your service charges in any one financial year must total £1,500 or more. The total can include charges for repairs, improvements, maintenance and management costs although the loan itself can only cover charges for repairs and improvements. Separate service charges bills may be added together for this purpose.

## 10. Ground Rent

The ground rent is £10.00 per year and is a payment that the lessee must make to Coastline as owners of the land that the property is built on. Coastline must write to each lessee to inform when the ground rent is due using a 'Form of Rent Demand Notice'. We cannot demand payment of ground rent unless we use the Form of Rent Demand Notice which must state:

- The amount of ground rent payable; and
- The date in advance on which the payment becomes liable, or if the demand is sent after the due date, the date on which it would have been payable under the terms of the lease.

We must include a summary of legal rights and obligations on the Notice of Demand. The payment date must be no less than 30 days but no more than 60 days after date of service of the notice.

## 11. Lease Forfeiture

Forfeiture means taking legal steps to bring the lease to an end and to repossess the property in cases where the conditions of the lease have been breached.

Coastline has a duty as landlord to ensure that all leaseholders keep to the terms of their lease. This is to protect the interests of other leaseholders and tenants, not just our own. Coastline Housing Limited will take appropriate action if it becomes aware that a leaseholder is acting in breach of the terms of their lease, for example by:

- Carrying out alterations to their home without our approval;
- Using their home for illegal or immoral purposes, or for uses not permitted by the lease;
- Failing to maintain, or damaging to the property;
- Refusing reasonable access to our staff or contractors; or
- Anti-social behaviour including harassment or neighbour nuisance.

Forfeiture is extremely serious and will only be taken as a last resort;

- We would need to apply to court for Lease Forfeiture;
- It is important to understand that breaking the terms of your lease could ultimately result in you losing your home;
- You would still be responsible for repaying your mortgage and any loans secured on your home, even though you would no longer own it; and
- You would not receive any money paid for the property back.

## 12. What happens when my lease expires?

It is possible for you to pay to extend your lease. Your property would need to be commercially valued and you would be responsible for paying:

- A premium;
- Landlord's reasonable legal and valuation costs; and
- 10% deposit of the proposed premium or £250 (which ever greater).

The Leasehold Reform Housing and Urban Development Act 1993 (as amended in 2002) provides leaseholders with a statutory right to a lease extension. The act provides the following:-

- Additional 90 years added to the lease length; and
- The reduction of the Ground Rent to a minimal level.

If you do nothing, your lease will end, the ownership of the property will pass back to us as the freeholder and you will be asked to move out of the property.

Please contact the Leasehold & Service Charge Team should you require any further information.

## 13. Selling your leasehold property

If your home was originally owned and then sold by the Council, Kerrier Homes Trust or Coastline Housing Ltd at a discount under the right to buy - even if subsequently sold on it may be subject to restrictions.

These restrictions may affect who you can sell the property to or may mean that you have to repay part of any discount. It is important you and your advisors are aware of these before offering your home for sale. There may also be important information that your buyer will need to know before purchasing.

### 13.1 Repayment of Right to Buy Discount

If you sell your home within the first 5 years of buying it from us, you will have to repay all or a proportion of the discount received.

In addition if you sell your property for more than you bought it for within this time,

you may also have to repay a share of any profit.

### 13.2 How much will I have to repay?

If you sell in the...	You will have to repay
1st year after buying	All of the discount plus a share of any profit.
2nd year after buying	(80%) of the discount plus a share of any profit.
3rd year after buying	(60%) of the discount plus a share of any profit.
4th year after buying	(40%) of the discount plus a share of any profit.
5th year after buying	(20%) of the discount plus a share of any profit.

### 13.3 Exceptions

The discount does not have to be repaid immediately if the sale or transfer of the property is:

- To a spouse or former spouse;
- To a member of your family who has lived with you for at least 12 months;
- Ordered by a court under the Matrimonial Causes Act 1973 or Inheritance (Provision for Family and Dependents Act 1975);
- The result of a compulsory purchase order;
- A sale of land belonging to the house, rather than the house itself; or
- If you die and leave the property to someone in your will.

### 13.4 Restrictions on selling your home

Former Council or Housing Association owned homes in certain areas, such as areas of outstanding natural beauty, National Parks and designated rural areas (including Kerrier, Carrick, Caradon and North Cornwall), may be subject to special restrictions affecting who you can sell or let them to. This applies to you even if you

are not the original buyer and will apply to anyone who buys the property after you.

The Housing Act 1985 introduced these restrictions and they were designed to prevent homes in rural areas being sold on as holiday homes or second homes to people without a connection to the area.

Alternatively, your home may be subject to a different type of restriction requiring you to offer your home for sale to us before offering it for sale on the open market (a 'right of pre-emption'). These restrictions apply only to homes that were originally sold at a discount under the 'Right to Buy' or 'Right to Acquire' scheme. They do not apply to properties that have been offered for sale by the Council, Kerrier Homes Trust or Coastline Housing Ltd on the open market without a discount.

You should check with your solicitor to see if either of these restrictions affects your home before advertising your home for sale. Your estate agent will need to know if there are any conditions that potential buyers have to meet. If you try to ignore these restrictions, your sale could fall through when the buyer's solicitor discovers them.

Restrictions of this kind will normally say that buyers or tenants have to be approved in writing by Coastline. Sales made without our approval can become legally void. Before we give our approval you will need to prove that your buyer, tenant or licensee meets all of the following conditions:

- Had his/her place of work in Cornwall;
- Had his/her only or principal home in Cornwall;
- Has a three year qualifying period in Cornwall (this can be made up of a combination of time in residence and work anywhere in Cornwall); and
- If more than one person is buying only one of them has to meet these conditions.

### 13.5 Other planning restrictions

Some newer homes may be affected by a special type of planning restriction, called a 'Section 106 agreement' if they were originally provided as affordable housing for local people. Sometimes these restrictions will affect who you can sell or let the property to. You are advised to check the exact terms of the original planning

permission for your property before offering your home for sale if you think this may apply to you.

### 13.6 Completing your sale

When you complete the sale of your home, it is vitally important that we are advised of the name of the new owners so that we do not continue to issue service charges bills to yourself.

It is ultimately the responsibility of you or your solicitor to contact us regarding any sale and inform us of the new owners.

Both the buyer's and seller's solicitors will usually request completion a 'Landlord Enquiries' (LPE1 and LPE2) from Coastline. The fee for the completion of this service is provided on application. The questionnaire will provide the buyer's solicitor with all the information required regarding outstanding charges, the lease and service charges.

## 14. Extending your mortgage or securing loans against your property

Your mortgage lender has the first charge on your property. This means if you sell it, the law says that they have to be paid first out of the proceeds of sale before you receive any money.

When we sell a home under the right to buy, we place a second legal charge on your property, so that if you sell it within the discount repayment period, any discount due has to be paid to us out of the proceeds of sale, after your mortgage has been paid off.

Because we have the second charge on your property, our permission is needed by your lender if you want to extend your mortgage or secure any loans against your home. We will normally consent to a request to extend your mortgage with your current lender, but we may not postpone our charge for other loans. When making a decision to postpone our charge, we will take into consideration:

- The purpose of the loan;
- The amount of equity available in the property;

- Whether the loan is being provided by a lender approved by the Homes and Communities Agency; and
- Whether the loan really needs to be secured against the property.

If you are considering consolidating your debts, we advise you to seek advice from a debt advice agency before accepting any loan secured against your property. Your home could be put at risk if you do not keep up repayments on any loan secured against your home.

## 15. Major works

As freeholder, Coastline Housing Ltd is responsible for maintaining the structural, exterior and common parts of the building and shared parts of estates such as roads and parking areas.

The cost of maintaining a building depends on its age and structure. From time to time we will need to carry out major works to improve or repair the shared and structural parts of the building. If the cost of the repair or improvement is estimated to cost you more than £250 we refer to it as major works.

Under the terms of your lease, you must pay a share of the costs of major works. This will include a management fee and may also include professional fees, such as consultant surveyors, engineers or architects.

### 15.1 Letting you know about major works

This section of the handbook tells you about the consultation with leaseholders that we have to carry out by law. As well as this formal consultation where substantial work is taking place, we welcome feedback, discussion and suggestions from all residents affected.

Where the need arises we are happy to hold specific meetings for leaseholders to deal with any concerns they have. These are attended by the relevant members of staff who can answer any questions you may have.

If you are concerned about paying for major works please contact our Leasehold and

Service Charge Team who can discuss payment options.

During the consultation period, we will give you the name of one of our members of staff to contact about any issues or concerns you may have. As a leaseholder, if you have concerns about the work, you should raise these as soon as possible so we can deal with them. Do not wait until you receive your final bill. It is much easier to sort out disputes with contractors when they are still on-site.

We want you to be satisfied with the work carried out, and we appreciate that, as a leaseholder, you have made a large investment in your home.

## 15.2 Formally consulting you about major works and long-term contracts

The Commonhold and Leasehold Reform Act 2002 introduced new regulations for how landlords must consult their leaseholders. It is a legal requirement for landlords to follow these regulations.

The regulations apply when:

- You have to pay a service charge of more than £100 in any one year for cost paid under a long-term contract (a long-term contract is one that is let for more than one year); or
- You have to pay more than £250 towards the cost of works of repair or improvements.

If we fail to carry out correct consultation, the amount we can claim from you is limited to £100 per year for costs incurred under a long-term contract and £250 for repairs or improvements that are not part of a long-term agreement. However if it can be shown that we have behaved reasonably the First Tier Tribunal (FTT) can choose not to enforce all or part of the consultation requirements. This may happen in the case of urgent work that needs to be carried out and there is not enough time to go through the consultation process.

## 15.3 Consultation for major works (qualifying work)

### 15.3.1 When is consultation needed?

The regulations say that we must consult you if we carry out work that results in you being charged more than £250.

#### Step 1 – Notice of Intent

You will receive a notice (Notice of Intent) letting you know that we plan to carry out the work. The Notice of Intent will:

- Give a general description of the work or give the address and times where you can inspect this;
- Invite you to give your written comments on the proposed work;
- Invite you to put forward the name of a contractor or person we should ask for an estimate for the work, and give the date by which you must do so;
- Give our reasons for considering it necessary to carry out the work; and
- Give the date by which we must receive your comments and the name of any contractor you may wish to put forward for the work. This will not be less than 30 days after the notice is served.

#### Step 2 – Invitation to tender to contractors

If any contractors are nominated we will invite one contractor put forward by leaseholders and one from a recognised Residents Association (if any). If you do not put forward a contractor we will continue with tendering in the usual process.

#### Step 3 – Statement of estimates

If any contractors are nominated, once the tenders have been returned, we must give you, and the secretary of any recognised Residents Association, a statement.

The statement will contain:-

- The amount shown in at least two estimates for the work;
- The estimate from the contractor put forward by the leaseholder or recognised Residents Association, if this applies;
- A summary of the comments we received during the first stage of the consultation;
- The dates, times and places where the estimates will be made available for inspection;

- At least one estimate from a person who is not connected with the landlord;  
and
- An invitation for you to make comments in writing. The address and date by which these must be made will be shown in the notice. It will not be less than 30 days after the notice is given.

#### Step 4 – Statement of reasons for the works and a summary of the comments

Within 21 days of entering into the contract to carry out the work, we will state, in writing, the reasons for entering into the contract and summarise any observations made. We will not provide the summary of comments if the contractor giving the lowest estimate is chosen or the contractor was put forward by a leaseholder or recognised Residents Association.

### 15.4 Long-Term agreements or contracts

#### 15.4.1 When is consultation needed?

The regulations say we must consult with you if we enter into an agreement (contract) for more than one year; and you will be paying more than £100 in your service charge towards costs of the contract in any one year.

The agreement is likely to be for:-

- Works (repairs and improvements);
- Supplying goods; or
- Supplying services.

#### 15.4.2 How will the consultation be carried out?

##### Step 1 – Notice of Intent

This will inform you that we plan to enter into the agreement. The Notice of Intent will:-

- Describe, in general terms, the works proposed to be carried out, or specify a place and hours at which a description of the works may be inspected;
- Give reasons why it is considered necessary to carry out the proposed works;
- Contain a statement of the total amount of the expenditure estimated by the landlord as likely to be incurred on the proposed works;

- Invite observations in writing on the proposed works or the estimated expenditure;
- Give the address to which such observations must be sent;
- State that they must be delivered by the due date;
- Give the date on which the consultation period ends; and
- If facilities to provide copies of the documents referred to in the notice are not available at the place specified there, then copies must be provided to the tenant free on request.

#### Step 2 – Duty to have regard to observations

- We will acknowledge and consider any observations made; and
- If we require any further information or clarification we contact those who made the comments.

#### Step 3 – Respond to Observations

- Where observations are made we will reply directly to the individual within 21 days of receipt stating our response to the observation.

#### Step 4 – Statement of reasons for agreement and summary of comments

- Within 21 days of entering into the contract to carry out the work, we will state, in writing, the reasons for entering into the contract and summarise any comments made.

### 15.5 Your right to put forward a contractor

We almost always use contractors who are on our approved list. This list contains contractors who have given us all the relevant information we need about their organisation and that have met our standards.

A 'tender' is the bid that an organisation or individual makes to try to gain a contract. It will include the price they will charge for carrying out the work or service and other information such as method statements.

15.5.1 Can I only put forward one contractor?

Yes. If you want to put forward a contractor for the proposed work, you must do this by the date shown in the Notice of Intent.

15.5.2 Do I have to put forward the name of a contractor?

No. Although you have the right to put forward a contractor, you do not have to do so.

15.5.3 Will the work still take place if none of the residents put forward the name of a contractor?

If we do not receive any names from residents, this will not stop the work taking place. We would use a contractor from our approved list who we feel would be the most suitable for the proposed work.

15.5.4 What will happen if a number of residents choose different contractors?

We only ask one contractor chosen by residents to tender. We will try to invite the contractor who receives the most nominations from residents to tender alongside the contractors we ask to tender. If no single contractor receives the most nominations, we will decide which of the residents' choices to ask. This will be based on the choice we consider most suitable.

15.5.5 Will you treat the contractors on your approved list in a different way to a contractor put forward by a resident?

No, the contractors on our approved list have already given us the information we need from any contractor. We will simply ask the contractor you nominate to give us this information and meet the standards we ask for, before we invite them to tender. All the contractors will have to base their tender against the same specifications. We will then assess all the tenders fairly.

15.5.6 Will you give me any more information before the work is carried out?

Yes, the notice of intent is only the first stage of consultation. Once we have evaluated the tenders (if you nominate a contractor), we will send you a further notice (Notice of Estimates) giving estimates for the work from at least two of the contractors. If the contractor put forward by a resident returns a tender, we will

include their estimate in the second stage notice. We will ask for your comments on the estimates in writing and let you know when we need to receive them.

## 15.6 Paying for work

### How we charge you for major works

The consultation notices sent to you before the work starts will give you an estimate of the cost. Once we know the final costs of the work we will send you an invoice for the total cost, this will be within 18 months of completion of the works.

We normally require full payment however payment plans can be arranged if required. The full amount of any major works must be cleared within 12 months of receiving the invoice. We are unable to provide terms in excess of 12 months following issue of the invoice, as we do not hold the Consumer Credit Licence necessary to allow us to provide loans. You must contact us and detail why you need to pay over an extended period. We will then assess your financial situation and state if we agree to the payment terms.

#### 15.6.1 What happens if I cannot afford to pay for the work or a loan?

If you know you will be in this position, it is important that you contact us as soon as possible. Do not wait until we send you the bill. You can discuss your circumstances over the phone, or arrange an interview. If you cannot come to the office for an interview, we can arrange a home visit. We will help you identify benefits that you may be entitled to claim and, we will work with you to try and reach an arrangement you can afford to pay.

#### 15.6.2 What will happen if I do not pay for the major works bill?

We will make every effort to come to an arrangement that you and we can accept. If necessary, we may contact your mortgage company or we may take recovery action using legal proceedings. We will only take recovery action using the courts as a last resort. We will also take recovery action if you fail to pay the major works bill and do not contact us.

#### 15.6.4 What methods of payment can I use for annual charges and major works?

- **Direct Debit** – We can issue you with a Direct Debit mandate to be completed and returned to us or you can set up a Direct Debit with us over the phone.
- **Credit or Debit Card** – You can pay by either of these methods at our offices, via our website or My Coastline (our customer portal) or over the phone.

#### 15.6.5 What happens if I sell my property before I receive my bill?

You should pass to your solicitor all consultation documents that you have been sent about the work. Your solicitor and your buyer's solicitor will negotiate with you and the buyer about paying for the work. You may be asked to leave an amount (retention) with the solicitor to cover the cost of the work. This will be released when we send out the bill. In other cases, the buyer will agree to take on responsibility for the work. It is you and your solicitor's responsibility to ensure any agreements are made.

#### 15.6.6 Increasing you mortgage

If you already have a mortgage on your home, you can apply to your mortgage lender to have the cost of the work added to your existing mortgage. The mortgage lenders pay for the major works and then you repay the mortgage lender for the work over the period of your original mortgage.

#### 15.6.7 Remortgaging

A number of leaseholders have arranged to remortgage their properties with a different mortgage lender. The new mortgage takes account of the cost of the work. Sometimes it is possible to remortgage at a lower rate of interest than you are paying on your current mortgage.

#### 15.7 What do I do if I'm unhappy with the service?

We aim to provide high quality services which represent value for money but sometimes things go wrong. If you are unhappy about any of our service charges, you should firstly tell us by contacting the Leasehold and Service Charge Team at Coastline Housing.

Quite often we are only told that something is wrong when you receive your service charge or major works bill. This can be some time after the problem has happened making it difficult for us to sort out matters to your satisfaction. So please tell us about problems as and when they happen, ensuring we have a chance to put them right.

If you are still not happy with the service we provide, you can make a formal complaint. You can ask for an official complaints form to be issued to you in the post. We are consistently trying to improve our services to you. Your complaints, suggestions and compliments help us to do this.

For more information about service charges, major works and the obligations of landlords and leaseholders, some useful contacts are listed below.

#### **The Leasehold Advisory Service**

LEASE is an independent organization that provides advice and is funded by central government. It offers free advice on the law affecting residential leasehold properties. Their web address is:- [www.lease-advice.org](http://www.lease-advice.org)

#### **The First Tier Tribunal**

You can also use your right to dispute a service charge or major works through the First Tier Tribunal at: - <http://www.justice.gov.uk/tribunals/residential-property/applications>

## **16. Service Charges**

We bill you for service charges to recover our costs in providing services to blocks, buildings and estates. It is your lease agreement that provides the provision for charging for service charges.

A service charge is an annual variable payment that the lease governs must be paid to cover the cost of us managing, maintaining and providing these services to the property or block of flats in which you live. Details of our obligation to provide services are contained within your lease agreement.

What we can (and cannot) charge for, and how your share of the charge is worked out, would be set out in the general terms of the lease.

We will send you a bill annually for services provided by Coastline or a contractor appointed by us, to the shared areas of your building, block and estate. The cost of building insurance (for the shared areas, structure and outside only) is included in your service charge bill.

#### 16.1 Examples of some of the services we may charge you for:

- General maintenance and repairs in communal areas (communal repairs);
- Lift maintenance;
- Cleaning in communal areas;
- Grounds maintenance;
- Estate and environmental maintenance work;
- Buildings insurance;
- Door entry systems maintenance;
- Shared utility charges;
- Fire safety; and
- Management fee and administration charges

Depending on your lease agreement, the lease may provide provision for the collection of sinking funds. The purpose of the sinking fund is to provide for the cost of future work.

#### 16.2 Services provided

For full details of the services we charge for please see the Guide to Service Charges.

#### 16.3 Calculating the service charges

We work out the service charges per block or estate as applicable. We then divide the costs between all those eligible properties benefiting from the provision of the services.

For example if the total grounds maintenance costs for an estate were £2,000.00 and 100 houses were eligible to pay for the service then the cost would be apportioned equally:-

$£2,000.00 \div 100 \text{ properties} = £20.00 \text{ per property per year}$

#### 16.4 Management Fees

Coastline Housing, under the terms of the lease agreement, is entitled to recover a management fee for administrating the service charges. The fee is set at 15% of the total costs incurred and will be added to the total service charge bill.

#### 16.5 Sinking funds

A sinking fund is a reserve of money collected through your service charge which is to be used to pay towards the replacement of large capital items within the building (e.g. lifts). The money is held in a separate account and will earn the current rate of interest. It is important to note that any money which you pay into a sinking fund is not repayable to you should you sell your property.

Your lease agreement will detail if you are liable to contribute to a sinking fund. If you are, your service charge statement will detail the item and associated annual cost. Sinking funds are recalculated and reviewed every 2 years to ensure that any contributions collected are sufficient for the capital replacement costs.

#### 16.6 Why you must pay your service charge

When you accepted your lease you agreed to pay a share of the costs of providing services, works and insurance. We use the service charge that you pay each year to pay for the day-to-day services provided to your building or estate. We would like to make explicitly clear that we do not make a profit from service charges. You pay what we pay.

### 17. Your service charge bill

In September of each year you will receive a statement detailing the actual costs incurred for service charges for the previous year. When we review the actual spend in September we compare the amount we charged you at the beginning of the

previous year to the amount we actually spent during the same year. We will then work out the difference between these figures and add or deduct this difference (adjustment) in your next service charge invoice in the next financial year.

We send out the service charge bills in February and they cover the 12 months from 1<sup>st</sup> April to the following 31<sup>st</sup> March. We try to make your service charge bill as accurate as possible to keep the costs as stable as we can.

It is important to remember that your service charge is variable and therefore will vary from year to year.

### 17.1 Paying your service charge bill

We would usually require payment of your service charges in April. However, we will, if necessary, accept payments by instalments over a 12 month period. It is vitally important that you contact the Leasehold and Service Charge Team to arrange an instalment agreement. For a list of payment methods available please see section 15.6.4.

### 17.2 Difficulties in paying your service charges

If you have any difficulties in paying your service charge please contact us immediately so we can discuss your options and arrange a repayment plan. We can work with you to find a workable solution.

You can make an appointment with the Leasehold and Service Charge Team at our office or if you prefer we can arrange a home visit.

### 17.3 If you don't pay

It is a condition of your lease that you pay for the service that you receive. It is important that you pay for your share of the costs in order to continue with your lease agreement. If you refuse to pay your service charge, we will take legal action to recover your debt. This could result in you having to pay extra costs. You may even lose your home. Please work with us to ensure this does not happen.

## 18. Repairs

### 18.1 Leaseholders' responsibilities

Generally you will be responsible for all repairs within your property. For specific details on your leaseholder repair responsibilities please refer to your lease and contact us if you are unsure.

### 18.2 Landlord Responsibilities

The Landlord's responsibilities include the structure and shared parts of the building, and the land it stands on. Coastline as the landlord owns these. We are responsible for maintaining and repairing these parts of the building. However, you will be required to contribute towards some of these costs. Please refer to your lease.

### 18.3 Insurance

Coastline has a building insurance policy for all of its properties. The insurance premium you pay, only covers repairs to the structure, communal areas and the outside, and only if they are needed as a result of an insured risk, such as fire, flood or storm damage. It does not cover normal wear or tear. A copy of the policy is available on request. You are responsible for arranging cover for the contents of your home.

### 18.4 Gas checks

We do not carry out gas checks in leasehold properties. It is your responsibility to make sure that your gas boiler and appliances are in safe working order and arrange for any testing and servicing needed. We strongly recommend that you arrange for a Gas Safe registered engineer to inspect all of your gas appliances each year. You will need to be able to provide a copy of the certificate on request.

### 18.5 Electrical equipment and wiring inside your property

As the leaseholder, you are responsible for the electrical supply inside your home. You must make sure that the wiring inside your property is safe and meets the demands of the electrical equipment you use. Any work must be carried out by a property registered electrician, registered with NICEIC. We are responsible for supplying electricity from where it enters the building to the point where it enters your property. These cables are called the lateral mains. If work is needed to the lateral

mains, as a leaseholder you must pay a share of the cost.

## 18.6 Drains

If the blockage has happened inside your property, you are responsible for having the drain cleared. If your leasehold property includes a garden, you are responsible for the drains within it if they serve only your property.

If the blockage has happened outside your property, but the drain is only for your use, we may carry out the repair and charge you the full cost of the work.

If the drain serves more than your property and the site of the blockage is outside your home, we are responsible for carrying out the repair. As a leaseholder, we will charge you a share of the cost of the work.

If you are unable to determine where the blockage has happened, please contact our repairs team who may need to arrange for someone to investigate and then carry out any work that we are responsible for. Depending on what the investigation reveals, we may charge you the full or shared cost of the work. We will only charge you the full cost of the inspection if it reveals that the repair is solely your responsibility.

## 19. Emergencies

### 19.1 Out-of-hours emergency service

When we are closed, telephone calls are diverted to our 24-hour/365 day emergency service. This is a limited service for genuine emergencies only. If you require this service please call 01209 200200.

### 19.2 Gas emergencies

If you smell gas, please ring the Transco emergency number on 0800 111 999 before you call us.

### 19.3 Be aware

Sometimes it may not be possible for you to tell easily whether something is your responsibility or ours. We will send someone out in an emergency, but we will

charge you for the cost of any repair which turns out to be your responsibility under the terms of your lease.

#### 19.4 Burst or leaking pipe

- Turn the water off at the mains
- If the electrics are affected, turn off the electricity at the consumer unit
- You can call us on 01209 200200 but remember that any pipes serving your property only will be your responsibility to repair.

### 20. Anti-social behaviour

Coastline Housing Ltd is committed to ensuring that all residents enjoy their right to peace and security in and around their homes. We understand the severe effect antisocial behaviour can have on residents and that we have a duty to take action to reduce it as far as possible. Our tenancy management team is dedicated to dealing with all anti-social behaviour issue no matter how big or small.

#### 20.1 What is antisocial behaviour?

The Crime and Disorder Act 1988 describes antisocial behaviour as 'acting in an antisocial way that caused, or is likely to cause harassment, alarm or distress to one or more people not of the same household'.

Examples of anti-social behaviour include:-

- Noise nuisance, intimidation and harassment;
- Litter, fly tipping, dog fouling;
- Aggressive and threatening language and behaviour;
- Violence against people or property;
- Hate behaviour that targets members of certain groups such as race, ethnic background, disability and religion; or
- Using housing accommodation for illegal or immoral purposes.

#### 20.2 Your responsibilities

By signing the lease, you agree to accept the conditions in it and we expect you to keep to it. In most leases you will have legally agreed to the following:-

- Not to allow any act or thing to become a nuisance to us or other residents of

the building or estate; and

- Not to obstruct shared access ways, hallways, passageways and paths, or allow this to happen.

If you choose to sublet your property as a leaseholder, you are responsible for making sure your tenant keeps to the terms of the lease. If there are problems with your tenant's behaviour and you do not take action to prevent the antisocial behaviour from continuing, we will take action against you.

The action we take depends on the antisocial behaviour taking place. Action could include getting a court injunction. If we did this any costs incurred in doing so would be recovered from you. As a last resort we may end your lease. Any investment made in the purchase of the lease would be lost.

If you are experiencing anti-social behaviour within your building or estate please contact us.

## 21. Involving and Listening To You

Coastline Housing is committed to offering you choices about becoming involved in the management of your home and to listening to your views. These commitments set out our promises covering customer participation and communication.

- We will consult you about matters affecting your leasehold tenancy;
- We will offer you a wide range of options for you to become involved, including residents' associations and other customer groups;
- We will provide support for customers who wish to start a residents' association, including offering grants;
- We will offer you opportunities to influence the design and delivery of our services through joining in our continuous improvement initiatives; and
- We will offer you the opportunity to join mystery shopping exercises and other initiatives to monitor our services.

### 21.1 Consultation and participation

Customers are at the heart of the services we provide and we actively encourage all of our customers to get involved and participate in the decisions we make. We have

an involvement structure which has been developed with customer representatives. The structure explains how customers can have a direct influence on the service we provide and gives details of all the different ways to become involved in our work and give us your ideas.

## 21.2 Keeping you informed

It is important to us that you know what our plans are and about changes we make to the services we provide, even if you do not wish to be actively involved.

We will keep you informed about matters that affect you through our:

- Website at [www.coastlinehousing.co.uk](http://www.coastlinehousing.co.uk);
- Facebook;
- Twitter;
- Annual review, giving details about how we have been performing; and
- Letters about any specific issues that affect you.

## 22. Compliments and complaints

We want to know what you think of our service

We think it is important that our customers know how to complain about things that have made them unhappy or if we have failed to deliver the service expected.

Communicating these to us, help us improve our services. We also want to hear from you if you are particularly pleased with the service you have received.

Compliments and complaints fundamentally shape the service we deliver.

### 22.1 How to make a complaint

A complaint is also feedback and by investigating and acting on complaints, we will learn from our customers. Where mistakes have been made and where genuine grievances have arisen, we will ensure that these are rectified to the satisfaction of the customer, wherever possible and that the circumstances do not reoccur.

Where possible, complaints will be resolved by the front line staff responsible for service delivery. It is envisaged that most complaints are resolved in this way.

Official complaints forms are available on request or from [www.coastlinehousing.co.uk](http://www.coastlinehousing.co.uk).

## 22.2 How to make compliments

Compliments also help to shape the services we provide to you. If we delivered or performed well let us know and we can continue to ensure the same level of service is delivered. Compliments can be made verbally, over the telephone or in writing via email or the post.

## 23. Jargon buster

Assignment	This is the term used when you sell your flat, because you sell (or 'assign') the remaining years on your lease. The new leaseholder is the assignee.
Block/building	The building, as described in your lease, in which your flat is situated. It is usually shown on a plan attached to the lease.
Common parts	The parts of the building or estate that can be used by all residents, such as stairs, lifts, paths and communal gardens
Covenant	A covenant is a condition or rule in your lease.
Demised premises	This is the flat that you have bought.
Enfranchisement	This is the process of leaseholders buying the freehold of their building.
Estate	The estate includes your flat and building, as well as other land and buildings. The boundary of the estate is shown on a plan attached to your lease
Excess	The first part of an insurance claim, which the policyholder must pay.
Fixtures	You are responsible for fixtures and fittings in your flat. This includes kitchen units, the bathroom, light fittings and any central

	heating system.
Forfeiture	If you break (or 'breach') any of the conditions of your lease the freeholder can apply to court to end your lease and repossess your property.
Freehold	Absolute ownership of the property and the land on which it stands.
Ground rent	This is an annual amount that the leaseholder pays the freeholder.
Improvement	Adding something or providing something to a higher standard.
Landlord	This is the business or person who owns the freehold of a property and grants a tenancy or lease to a tenant or leaseholder.
Lease	The lease is a contract that explains the responsibilities of Coastline and of the leaseholder.
Leasehold	Ownership of the property for a period of time.
Leaseholder	The person(s) who has been granted the lease; also called the tenant in some legal documents.
Mortgage indemnity	An insurance guarantee required by a mortgage lender if there is no mortgage protection guarantee clause in the lease.
Mortgagee	This is the mortgage lender that gave you the money to buy your property.
Mortgagor	A person who received money from a mortgage lender to buy their home.
Service charge	This is a payment by a leaseholder to a freeholder in return for services the freeholder provides.