



Leicester
City Council

Leicester City Council

Leaseholders'

Handbook

Updated January 2018

Content

	Page
Introduction	3
What is a Leaseholder?	3
What are Service Charges?	4
Types of Service Changes	4
When and how do I pay my Service Charges?	5
What if I can't pay my Service Charges?	5
Repairs and Improvements	6
Reporting Repairs	9
Major Works	9
Consultation with Leaseholders on Major Works	10
Major Works - What are Long Term Agreements?	11
Emergency Works	11
Paying your Major Works Invoices	11
Gaining entry to Leasehold Property in an emergency	12
Gas and Electrical Servicing	12
Water Leaks	12
Fire Safety	13
Anti-Social Behaviour	13
Selling your Flat or Maisonette	14
Sub-letting your Flat or Maisonette	14
Carrying out alternations to your Flat or Maisonette	15
Gardens	15
Pets	15
Leasehold Valuation Tribunal (LVT)	15
Complaints	16

Leicester City Council - Leaseholders' Handbook

Welcome to the latest edition of the Leicester City Council's Leaseholders' handbook

This handbook is intended to be a useful guide to the services provided by Leicester City Council to its leaseholders. It contains an outline of your rights and responsibilities as a leaseholder and the council's responsibilities to you as your landlord.

This handbook is not a legal document but sets out the rights and responsibilities under the terms of the lease you have purchased.

Section 1 What is a Leaseholder?

When you purchased your flat or maisonette under a long lease, normally 125 years, you bought the right to live in your property for a fixed number of years. If you purchased your property from another leaseholder you will need to check how much time remains on the lease.

The Council owns the freehold in which your flat or maisonette is situated and so will be your landlord. Although you will not have to pay rent to Leicester City Council you are required to pay an annual 'ground rent' fee.

The lease is a legal agreement between the tenant and the landlord (ie you and the council) even though the lease may have been signed before you became the owner of the flat or maisonette. It is important to understand the main terms of your lease as it sets out your responsibilities as a leaseholder and the council's responsibilities as the landlord. The lease will state that you must contribute towards the cost of managing and maintaining your block in which your flat or maisonette is situated.

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

The lease sets out these rights and obligations in full. A copy of your lease should have been given to you by your solicitor when you purchased your property. Each lease is different, they are individually tailored for each property and so you should always consult your lease first if you have any questions about your property.

Your solicitor should also have explained the main provisions of the lease to you when you purchased your flat or maisonette and whilst this handbook attempts to give you guidance, it will not cover everything relating specifically to your individual property.

Further detailed information can be found in this handbook.

Section 2 What are Service Charges?

Service charges are your share of the cost of work and services to the building or estate where you live. They also cover your share of any repairs to the communal area of your property, building or estate.

As the landlord the Council has a duty to maintain our estates to a good standard. If we do not spend money on maintaining the fabric of our buildings and the communal areas we would be failing in our duty as landlord and consequently your investment in your home could suffer.

The costs we ask you to contribute towards service charges will depend on your location and the type of property and will be dependent on what services are provided to your block, estate and property.

Section 2.1 Types of Service Charges

Service Charges are made up of the following costs:

a) Ground Rent

This is the charge paid by you the leaseholder to the freeholder (the Council) as a condition of the lease. This is currently set at £10 per year which is invoiced annually in advance.

b) Services

Depending on the services that you receive you may be charged for the following:

- Supply of communal lighting to the block, but not including replacement or fittings and repair work
- Caretaking services
- Grounds maintenance
- District Heating, only the cost of heating
- Digital TV Aerial, some blocks are only allowed communal TV aerials and not individual dishes
- Annual servicing of Lifts and Fire Fighting Equipment
- Communal area cleaning
- Communal area window cleaning
- Security services
- Laundry services

Your charge will be based on the costs incurred by the council in providing these services.

c) Management Costs

Your lease says you must pay your share of the Council's cost in managing its leasehold portfolio. The charge includes costs for the following service;

- Issuing invoices and managing service charge accounts
- The day to day collection of service charges
- Investigating and responding to enquiries about service charges
- Notifying leaseholders of impending major works, consultation and indicative costs
- Dealing with communal repair queries
- Dealing with tenant anti-social behaviour
- The general management of repairs, maintenance and improvements to the communal parts of the leasehold portfolio

d) Building Insurance

It is a condition of the lease that the Council provides comprehensive building insurance cover for your property. A schedule of cover held by the Council is sent to you on an annual basis. The insurance is provided to all Leaseholders under a block policy. The annual cost to leaseholders is based on agreed rates with our insurers. You do not need to take out any further building insurance, however you do need to take out your own contents insurance.

Landlord's Insurance: If you sub-let your flat or maisonette to a tenant you are required to hold a landlord's insurance policy and you are required to send a copy of the insurance policy to the Council.

Section 2.2 When and how do I pay my service charges?

You will receive an invoice to cover service charges at the beginning of April each year. You can choose to pay your service charges as soon as you receive your invoice or by monthly direct debit and details explaining how to do this can be found on the invoice.

Section 2.3 What if I can't pay my Service Charges?

If you are experiencing difficulty paying your service charges please contact the Income Collection Team by emailing Income-collection@leicester.gov.uk immediately to discuss your payment options. If you are receiving a pension or benefits the Department of Works and Pension (DWP) may be able to provide you with some assistance in paying your service charges. You can also contact the DWP if you are under pensionable age but receiving Income Support/Universal Credit. They may be able to pay part or all of your service charge.

You are in breach of your lease if you fail to pay your services charges, so it's vital you inform the Income Collection Team if you are in difficulty as legal action may be taken against you.

If you refuse to pay your services charges, or fail to keep to a repayment agreement, we will approach your mortgage lender (if you have a mortgage) or take legal action through the court process. This could result in you losing your home and you will still be liable for the money you owe which includes the cost of going to court and interest for the period your service charges have been outstanding.

Section 3 Repairs and Improvements

As the landlord, the Council has a duty to repair and maintain the structure of your block and shared communal areas. As a leaseholder you are responsible for maintaining the inside of your home, with the exception of heating if your property is connected to the district heating system.

The following is a list of items, setting out who is responsible for maintaining what, for both inside and outside your property. Please note that *you remain liable for your share of the costs* that we, the landlord, are responsible for maintaining under the terms of your lease agreement.

Item	Who is responsible for repairs and maintenance?
Roof, Wall and Ceilings	
Roof	Leicester City Council
Guttering	Leicester City Council
Structure of party wall	Leicester City Council
Cladding and External Rendering	Leicester City Council
Fascias, soffits, barge boards	Leicester City Council
External Staircases	Leicester City Council
Dry and wet risers	Leicester City Council
Damp	Leicester City Council
Walls to communal areas	Leicester City Council
Internal Walls	Leaseholder
Internal plaster	Leaseholder
Ceilings	Leaseholder
Floors within the Flat	
Joists	Leicester City Council
Floorboards	Leaseholder
Skirting boards	Leaseholder
Floor tiles	Leaseholder
Concrete Screeding	Leaseholder
Balconies	

Item	Who is responsible for repairs and maintenance?
Structural works	Leicester City Council
Pigeon infestation	Leaseholder
Pests	
Insect/rodent infestation to block	Leicester City Council
Insect/rodent infestation to an individual property	Leaseholder
Fire Prevention	
Fire Risk Assessment/Signage/Surveys	Leicester City Council
Water Hose Reels	Leicester City Council
Fire compartmentation (envelope of flat)	Leicester City Council
Smoke Alarms in leasehold property	Leaseholder
Front door to Flat/Maisonette	
Door frame	Leicester City Council
Door	Leicester City Council
Door lock cases and mechanisms	Leicester City Council (rechargeable to Leaseholder to maintain fire compliance)
Door handles	Leaseholder
Profile Lock barrels	Leaseholder
Lost keys	Leaseholder
Additional security	Leaseholder
Internal doors in flat/maisonette	Leaseholder
Window to Flat/Maisonette	
Window frames	Leicester City Council
Window fixtures and catches	Leaseholder
Window panes	Leaseholder
Additional security	Leaseholder
Gas	
Gas escape within the flat/maisonette, in an emergency telephone Cadent (formerly known as Transco) on 0800 111 999	Leaseholder
Cooker	Leaseholder
Gas fires	Leaseholder
Gas servicing	Leaseholder
District Heating	
Hot storage cylinders	Leicester City Council
Radiators and pipes for district heating	Leicester City Council
District Heating, all items within the flat	Leicester City Council
Heating	
Individual heating systems	Leaseholder
Room heaters	Leaseholder
Sweeping chimneys	Leaseholder
Open Fireplaces	Leaseholder
Plumbing	
Main storage tank in communal loft	Leicester City Council

Item	Who is responsible for repairs and maintenance?
Cold water mains	Leicester City Council
Burst pipe within the flat/maisonette	Leaseholder
Taps and tap washers	Leaseholder
Stopcock, ball valves, bath, basin, sink and blocked waste pipes	Leaseholder
Hot or cold water tanks within the flat/maisonette	Leaseholder
Drains	
Blockage to shared drainage pipes	Leicester City Council
Blockage within the flat/maisonette waste pipes	Leaseholder
Blockage within the flat/maisonette toilets	Leaseholder
Electrical	
Communal lighting	Leicester City Council
Periodic electrical communal testing	Leicester City Council
Periodic electrical testing (within flat/maisonette)	Leaseholder
Faults within the flat/maisonette	Leaseholder
Immersion heating	Leaseholder
Fuses	Leaseholder
Extractor fans	Leaseholder
Decorations	
Decorations to communal areas	Leicester City Council
Internal decorations	Leaseholder
Communal Facilities	
Car parking areas	Leicester City Council
Communal gardens and grassed areas	Leicester City Council
Communal laundry and facilities	Leicester City Council
Communal digital TV, Aerial /Digital cabling	Leicester City Council
CCTV/External security cameras	Leicester City Council
Canopies over door entrances	Leicester City Council
Bin Shute doors	Leicester City Council
Door entry system	Leicester City Council
Lifts	Leicester City Council
Communal paths and gates	Leicester City Council
Cleaning of communal area	Leicester City Council
Communal laundry facilities	Leicester City Council
Emergency lighting	Leicester City Council
Electrical Storage Heaters	Leicester City Council
Fire Alarms and Smoke Alarms	Leicester City Council
Communal Fire Doors	Leicester City Council
Water Management	Leicester City Council
Radiators	Leicester City Council
Lightening conductors	Leicester City Council

Item	Who is responsible for repairs and maintenance?
Way lighting	Leicester City Council
Gas Fires	Leicester City Council
Painting	Leicester City Council
Fall arrest (mechanism for contractors to work on the exterior of building)	Leicester City Council
Fire compartmentation (within the flat/maisonette)	Leaseholder

Section 3.1 Reporting repairs

If you wish to report a repair that you think the Council is responsible for, you should do this by registering the repair via 'My Account' on the Council's web site. If we are responsible for the repair an order will be raised and in some cases it may be necessary for an inspection to be carried out prior to any repair works commencing. When a repair is necessary we will tell you how long it is likely to be before the work is undertaken and the estimated cost if applicable.

Section 4 Major Works

Major works are planned one-off (except in an emergency) works of repairs, improvement or redecoration to your building, communal areas or estate. The work is usually needed when a major part of the building wears out or requires improvement to rectify normal wear and tear or weathering. Examples of major works includes such things as roof renewals, installation of controlled entry systems, upgrading doors to meet fire regulations, renewing rendering etc.

You are charged for major works in accordance with your lease and you will only be charged where they have been carried out on your block. The amount due will be your share of the total cost of the 'major works'. A 'major work' is one piece of work that costs more than £250.00 per flat or maisonette.

In some cases when carrying out major works it may be necessary to move you to alternative accommodation, especially if your entire block is being refurbished. In such cases the alternative accommodation will be provided by the Council. Once the work has been completed you will be able to return to your property.

Section 4.1 Consultation with Leaseholders on Major Works

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

<https://www.legislation.gov.uk/ukpga/2002/15/section/151>

We will normally carry out Section 20 consultation with you before carrying out any major works so you should be aware of the works and costs before work starts. The following is only a summary of the consultation process. As a leaseholder you should take advice if you are querying the consultation process. You can find information on the Leasehold Advisory Service (LEASE) website <https://www.lease-advice.org/>.

The Section 20 regulations contain a 3 stage consultation process.

Stage 1

We must consult with leaseholders where we plan to carry out work that would cost an individual leaseholder more than £250. This is referred to as a **Notice of Intention**. This advises you what work we propose to carry out and why. Leaseholders are given 30 days to make comments about the work and also nominate a contractor if they wish. We must consider the comments provided by leaseholders and provide a response. Leaseholders are not permitted to nominate a contractor if the major works are to be advertised in the Official Journal of the European Union (OJEU).

Stage 2

After 30 days have passed we will obtain quotes for the major works and send you a **Statement of Estimate**. This will include a summary of the work to be carried out and information about the estimates received. You will be given a further 30 days to make any comments about the works, the contractors or estimated costs and the date your observation must be sent to us by.

Stage 3

Once we have formally awarded the contract, we write to you again informing you of who has been awarded the contract and when approximately the work should start.

Section 4.2 Major Works - What are Long Term Agreements

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

The consultation process for a long-term agreement is very similar to the procedure for a 'one-off' repair, improvement or redecoration to your building and communal areas of the estate.

We must write to leaseholders to advise them of the works to be provided, why the works are required, the contractor we intend to use and the estimate cost to you. Leaseholders are not permitted to nominate a contractor if the works are to be advertised in OJEU.

Section 4.3 Emergency Works

We may have to carry out emergency major works without consultation. In these circumstances and for safety reasons the work will be undertaken and the consultation process dispensed with. This will be done by the Council obtaining a dispensation with an application to the First Tier Tribunal which is administered by HM Courts & Tribunal Services.

Section 4.4 Paying your Major Works Invoices

You can pay or start making payments towards your share of the cost of major works at any point from when we advise you of the cost in the Section 20 consultation notice. However, we don't require you to pay until we send you an invoice when the work has been completed. We do recognise that the cost of major works could cause financial difficulties for some leaseholders. We have therefore developed a number of flexible payment options available to all leaseholders.

Major Works Payment Options

Repayment Option	Description	Eligible Amount
1. Payment in Full	A 5% discount will be applied to the total invoice if the payment is received within 30 days of invoice	Any amount
2. A 12 months interest free	A monthly payment plan via a direct debit set up with the Income Collection Team within 30 days of	Any amount

repayment period*	the invoice date.	
3. An extended interest free period of 3 years (36 months)*	A monthly payment plan via a direct debit set up with the Income Collection Team within 30 days of the invoice date	Invoice total value over £5,000
4. Voluntary Legal Charge. Placing a charge on your property	If you are unable to pay for the major works by other means including re-mortgaging or a personal loan, we may be able to secure the debt with a charge on your property. This will incur interest and legal fees and is known as a 'deferred payment arrangement' meaning the debt will be repaid when the property is sold.	Invoice total value over £5,000

*If you sell your property before the end of the agreed repayment period you will have to clear the outstanding balance in full.

Section 5 Gaining entry to Leasehold property in an emergency

There may be times when the Council as the landlord, requires access to your flat or maisonette. Your lease requires you to give access for the Council to inspect your property following a 7 day notice period. If the Council identifies any works that are your responsibility we must give you 1 months' notice to complete the works. If as the leaseholder you fail to do the work, you are required to permit the Council to complete the work and we pass the cost of the work onto you as the leaseholder.

Unless there is an emergency, the Council cannot force entry without first obtaining an Injunction Order. An emergency in this context would be an incident that is life threatening or an incident which is likely to cause personal injury or serious damage to neighbouring properties or vital services such as gas, electricity etc.

Section 6 Gas and Electrical Servicing

As the leaseholder you must personally obtain and renew annually a Gas Safety Certificate for all pipe work, gas appliances and flues installed in the property. In addition we recommend that all electrical fittings and appliances are regularly tested within your property. The Council will not be held liable for any damage or harm caused as a consequence of failure in either gas or electrical equipment.

Section 7 Water Leaks

Something as simple as a leaking tap can cause a major problem that could affect other properties in your block, especially when you are away from your property for a period of time. It is your responsibility to make sure all taps are in good working condition and turned off. If you find a leak within your property it is your responsibility to arrange for a qualified

plumber to fix this as soon as possible. It may be necessary, in exceptional circumstances, to enter your property if it is unoccupied and we have been unable to contact you in order to turn off the water supply and minimise damage to other properties.

Section 8 Fire Safety

If you discover a fire inside or outside of your property or in the communal areas, telephone **999** immediately.

Set out below are some guidelines of how the authority as the landlord and you as the leaseholder can mitigate the risk of a fire occurring:

Leaseholder's responsibility

- Ensure you are familiar with the evacuation procedure/exit routes from your property and that you are aware if you have a 'stay put policy' or not in your block.
- For your own safety and to ensure communal areas stay clear Leicester City Council has a policy of not permitting the storage of any items in the communal areas.
- If items are left in the communal areas it can pose a serious risk to safety in the event of a fire or emergency. It can slow down or prevent people from leaving the building and obstruct the emergency services from gaining access.
- Do not tamper or remove any locks on the fire doors.
- Do not tamper or remove the sealing strips around the fire doors.
- Smoking is not permitted in the communal areas.
- Ensure that the smoke alarms in your property are working and if they are battery operated then these need to be tested and the batteries replaced regularly.
- Do not keep any gas cylinders or highly flammable materials inside your flat/maisonette.
- Report any disrepair to the fire doors or any communal fire doors to the Customer Services Centre straight away.

Landlord's responsibility

- Leicester City Council will inspect the communal areas on a regular basis and will remove and dispose of any items left in the communal areas that are deemed a fire risk and may hinder the escape route.
- Leicestershire and Rutland Fire service do undertake inspections of a number of blocks annually.

9. Anti-Social Behaviour

The Council knows that anti-social behaviour can cause a great deal of distress to individuals and communities and we are committed to investigating and resolving cases of anti-social behaviour. If anti-social behaviour is causing alarm to you or the community where you live you should report it.

For more information on reporting anti-social behaviour and what the Council are doing to tackle such behaviour please click on the following link <https://www.leicester.gov.uk/your-community/emergencies-safety-and-crime/anti-social-behaviour/>

10. Selling your Flat or Maisonette

1. Q: Do I, the leaseholder, need the Council's permission to sell my property?

A: You do not normally require the Council's permission to sell your property. However you are required to notify the Council if you wish to sell your property within the first ten years. Depending on the type of property the authority may wish to buy it back.

2. Q: Will I need to repay any of the Right to Buy Discount?

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

3. Q: Will I need to obtain any information from the Council when I sell my property?

A: The person buying your home may want details of the service charges or details of any major works undertaken in the past or any planned in the future.

4. Q: Do I need to notify the Council once the property is sold?

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

The building insurance cover may also be affected if the lease is not in the correct name. Correct details are also needed for sending service charge notification, invoices and future correspondence.

11. Sub-letting your Flat or Maisonette

You are permitted to sub-let (rent out) your leasehold property, but there are some things you should think about first.

You will need to let us know if you are subletting and provide us with your contact details if you are not living in the property. You also need to provide us with contact details of whom you are sub-letting to in case we need access to your property in an emergency. It

may also affect the building insurance and failure to notify the Council may result in loss of insurance cover.

You are still the owner of the property and therefore responsible for the service charge and any major works costs. If you have a mortgage on the property you will need to let your lender know and check that the terms of your mortgage allow for this.

12. Carrying out alterations to your Flat or Maisonette

As a leaseholder you have the right to improve your home. However under the terms of your lease if you are considering carrying out any alterations to the structure of your home you will need to obtain consent from the Council. This includes such alterations as, but not exclusively:

- Removing load bearing walls
- Outhouses
- Sheds
- Windows

We do not need to know about minor work such as internal decorating, fitting a new kitchen or bathroom. You may also need to get planning permission and building regulation approval from the Council before starting any work. It may also be necessary to make an application to the county court for a Deed of Variation.

13. Gardens

In some blocks containing leasehold flats and maisonettes the Council is responsible for maintaining the garden area. Other blocks of flats and maisonettes' communal garden areas are maintained by residents. Occupiers are not permitted to fence off areas of the gardens for personal use.

Maisonettes and some flats are granted the use of a garden and generally this is enclosed by a boundary fence or wall. A site location plan will be included in your lease and will indicate the areas you are responsible for maintaining.

12. Pets

You may require the consent of the Council to keep a pet in your flat or maisonette. Some blocks of flats have a ban on keeping pets. All pets must be kept under control in the property and communal areas. If a pet causes a nuisance to residents you could be in breach of your Lease.

13. Leasehold Valuation Tribunal (LVT)

Whilst we make every effort to resolve any disputes we understand that this is not always possible. In this situation either you or the Council can refer the case to the

Leasehold Valuation Tribunal for an independent decision. For example the tribunal can decide if changes to a lease are fair.

14. Complaints

The Council is committed to providing a high standard of service to its leaseholders therefore if you are dissatisfied with any aspect of the service you can register your complaint via 'My Accounts' on the Council's website.