



Leaseholder handbook

A guide for leaseholders
and shared owners



watford
community
housing

Welcome to your new home.

As a leaseholder or a shared owner, you may have a number of questions about our services, as well as your rights and responsibilities.

We've created this handbook to answer those questions, and let you know about some key obligations as a leaseholder.

This guide will give you general advice and information, but for further details and terms and conditions, please refer to your lease.

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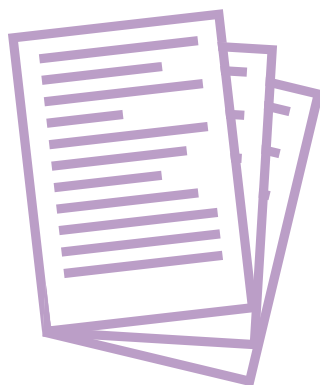
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Understanding your lease

Your lease is a legal document, drawn up by Watford Community Housing and your solicitor, which explains your rights and responsibilities as a leaseholder or shared owner.

Leasehold ownership of a property is legally a 'long tenancy', which gives you the right to occupy and use the property for an extended period of time known as the 'term' of the lease. As your lease is a type of tenancy, some of the key responsibilities relating to the property will be split between the leaseholders or shared owners (you), and Watford Community Housing.

This handbook offers guidance on what you can expect from us throughout the course of your lease, and what we expect from you. There are also a number of key bits of information which will come in handy in your new home.



Your responsibilities

Your lease will usually give you responsibility for everything within the four walls of the property, which includes things like the floorboards, plaster, walls and ceilings. That means if something in your home goes wrong, it's your responsibility to repair it. It also means you're able to choose how to decorate your home.

Additionally, you have responsibility for other aspects of your tenancy, like sticking to the terms of your lease and ensuring a positive and safe environment for your neighbours.

Please note that this brief summary of responsibilities is only to be used as a general guide, and has no legal authority – for the full list of our responsibilities and your responsibilities under law, please refer to your lease.

What we expect from you

- You should ensure you're up to date with your payments, which includes the ground rent, buildings insurance and service charges. You are also responsible for keeping up with other payments for the property such as council tax and utility bills. If you're a shared owner, you also need to pay your rent.
- To protect your belongings, please insure the contents of your home.
- If you see anything that needs repairing in your block or the communal areas of your home, please report it to us so we can come and repair it.
- For safety reasons, please ensure that any communal areas, hallways or walkways in your block are clear of personal belongings.

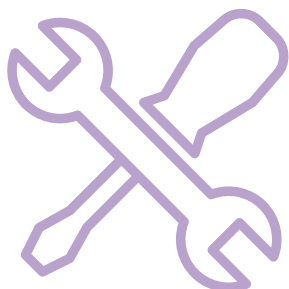
- If you're planning any major changes to your home or garden, such as erecting a shed, putting in fencing, laying a patio or changing windows and doors, you'll need to obtain our written permission. You can find out more about how to do this in the 'Repairing and maintaining your home' section further on in this handbook.
- We know how important it is that everyone has the chance to live in a healthy, safe and pleasant environment. Please try to keep noise levels to a minimum and act in a way that allows everyone to live happily in their own home.
- If your home is in a block more than two storeys high and you want to keep a pet, it's up to you to obtain our written permission to do so. For their own safety and wellbeing, you can only keep a cat or a dog if you have a private garden.
- If you're planning to sub-let your property, you'll need to advise us in writing, providing your contact address and telephone number. Please note that if you are a shared owner, you won't be able to sub-let until you own 100% of the shares. You can find out more about this further on in the handbook.
- Unless you are on the ground floor of a block, your property should have carpets in all rooms – except in the kitchen and bathroom, where vinyl flooring is fine. This is so that you minimise the disturbance to your neighbours in any apartments below.
- It's helpful if you can provide us with a Gas Safety Certificate – it's an important document that helps us to keep a record of the safety of your home.

Our responsibilities

External parts of your home are usually Watford Community Housing's responsibility. This includes the external or structural walls, any communal parts of the block and some aspects of the local community area. We also usually own the land the building stands on.

To confirm exactly what is included in the external parts please refer to your lease.

It's up to us to repair the parts of your home that we own, and to keep in touch with you about our management of the building or local area.



What you expect from us

- We'll insure the building you live in, to protect your home.
- If we're going to undertake any works that require us to charge you more than £250, we'll make sure to consult you.
- If we're planning to take on any services or works contracts that will take more than 12 months to complete (and will result in us charging you more than £100 per year for the work), we will consult you. You can find out more about consultations in the 'Development and repair works – consultation information' section of this handbook.
- It's up to us to produce and send you information about your service charges. You can find out more about how we'll do this in the 'Understanding your service charges' section.
- It's our responsibility to repair any damage or faults to the structure of the building, and to keep the outside of the building and any communal areas in good condition.

Understanding your service charges

Leaseholders and shared owners are required to cover some of the cost of the services we provide for your home. The service charge includes your share of the costs of managing, maintaining and repairing your block, as well as contributions towards the building insurance and any major works we undertake to the building.

How will I know what to pay?

In February of each year, we send leaseholders and shared owners a letter with an estimation of the cost of your service charges for the next financial year (which ends on 31st March). This sets out how much you must pay for your service charge that year.

In late September of the following year, we'll send you a statement containing the actual costs of the services we provided compared to our estimate.

If you have paid less than the full amount, we will ask you to pay the remaining costs. If we've overcharged you, the credit in your account can be used to pay your current or future service charges.

If you have any questions about the method for calculating your service charges, you can find more information in your lease document.

When do I need to pay?

Your lease document sets out the timings of any payments you need to make, including ones for major works. It's usually 28 days after we send out the statement or invoice.

You can make these payments monthly by direct debit or in full. If you pay by direct debit, the payments will be evenly spread so that you pay the whole amount by the end of the financial year. If you'd like to pay for any major works by direct debit, the payment will be spread across 12 equal monthly installments.

It's important to note that any payments you make will be used to pay your outstanding charges in chronological order, with the oldest charges first. That means that you could pay us money expecting it to contribute to your rent, but our system would pay off whichever charge has been outstanding the longest.

Paying in full and on time is vital to the terms of your lease. If you don't pay your invoices when they are due, your home will be at risk and any subsequent court action may affect your credit rating.

How can I pay?

There are several different ways to pay your service charges. You can pay by direct debit, cheque, debit card, standing order, online, or over the phone.

If you'd like to set up a direct debit, pay by cheque, use a debit card or set up a standing order, please use the following bank details:

Bank: **Barclays Bank PLC**

Name of Beneficiary: **Watford Community Housing Trust**

Sort Code: **20-00-00**

Account Number: **33164985**

In the reference field, please quote the owner account number (you can find it on previous correspondence we've sent you).

If you'd like to pay online please visit our website at www.wcht.org.uk and click on the 'Your account' button to set up a new account.

To pay over the phone, please call us on **0800 218 2247**.

What should I do if I'm unhappy with my service charges?

If you are unhappy with any particular item on the service charges statement, you have a legal right to dispute the charge. If you dispute a charge, we will give you a breakdown of the service charges and you can inspect it.

It's important that we discuss any concerns you have, so if you are unhappy with any parts of your service charge, you need to get in touch with us first.

If you're still unhappy with your service charge after speaking to us, you may:

- Inspect the relevant documentation which supports the charges. You must make this request to us in writing, within six months of receiving your service charge statement.

- Exercise your right to request a summary of expenditure within the previous financial year. If you are not satisfied, you have the right to inspect the relevant documentation which supports the charges. You must make this request to us in writing, within six months of receiving the statement.

If you do want to dispute any part of your service charge account, you still need to pay the charge in question, but please inform us as soon as possible about your concerns to allow time for us to look into the issue. Please be aware that you may need to put your query down in writing.

What will happen if I don't pay my service charge?

If you don't pay your service charge, you will be in breach of your lease and/or your mortgage agreement, and your home could be at risk.

If you are having difficulty paying the service charges, please get in touch – our staff can discuss any problems or concerns with you and offer support and advice.

I'm a shared owner, do I pay service charges along with my rent?

Yes, you'll need to pay service charges and rent on a monthly basis – it's important that you keep up with payments for both, as you could be in breach of your lease if you don't pay.

If you are having difficulty paying your rent or your service charges, please get in touch – our dedicated staff can discuss any problems or concerns with you and offer support and advice.



Repairing and maintaining your home

Although it's up to you to repair everything inside the four walls of your home, we offer a repairs service for other parts of your building and the local area. If you see anything in need of repair, please report it to us so we can take care of it.

How do I report a repair?

If you spot any need for repairs or maintenance in a communal area, or any issues with the structure of your building, please report it as quickly as you can. You can see the types of repairs we'll carry out in the 'Our responsibilities' section of this handbook.

You can report repairs in a number of ways:

Your online account: Visit www.wcht.org.uk and click on the 'Your account' button to create or manage your account.

Email us: enquiries@wcht.org.uk

Call us: **0800 218 2247**

What should I do if I discover an emergency outside working hours?

If you discover an emergency which falls under our responsibility, please report it as soon as you can to our out-of-hours service by calling **0800 218 2247**.

Emergency situations are issues that cause a major health and safety issue, or could damage the building. These may include:

- a substantially damaged roof
- a major leak
- a faulty lift
- a broken door entry system
- communal heating malfunctions
- a power cut affecting your building

Do I have to provide Watford Community Housing with the right of entry to my property?

If a member of staff or one of our approved contractors requires access to your home for necessary repairs or works, you must permit them access. We'll give you reasonable notice (either verbally or in writing) if someone is due to visit your property, although this may not be possible in emergency situations.

Please refer to your lease for more information about the right of entry, and for details of what can happen if you refuse entry.

What can I do if Watford Community Housing fails to carry out repairs for which they are responsible?

Under the terms of the lease, we have to fulfill our repair duties. If we fail to meet these terms, or if you aren't satisfied with our response, please get in touch. We will work with you to resolve any problems and ensure a positive outcome.

If we are continuing to not meet the terms of the lease, you can take court action against us. Please refer to your lease for more information on this.

What rights do I have to carry out work to my property?

You are free to redecorate the interior of your house as you wish, and you can also replace fittings, such as kitchen and bathroom units, fitted wardrobes and shelves, as long as they match the standard of the previous fittings.

If you'd like to undertake any major structural works, you'll need to apply to receive written permission from us to do so. This includes works such as changes to doors, windows, flooring and works to the exterior or garden, such as erecting a shed or laying a patio. You must also ask for permission for any electrical or gas works.

To apply for permission, please fill out the **Application for Alterations** form, which can be found on our website at www.wcht.org.uk. You can also call us to request a copy or visit our head office to pick one up.



Development and repair works – consultation information

Do I have a right to be consulted about major works?

Yes. When we undertake certain types of works, the law says we must consult you about the service charges which may be incurred for building work and services. A 'section 20' consultation explains the works or services that we plan to carry out in your block or estate, and informs you about the costs.

The laws that cover these consultations are Section 20 of the Landlord and Tenant Act 1985 and Section 151 of the Commonhold & Leasehold Reform Act 2002.

These laws state that we must consult you:

- Before we carry out any works (including repairs and maintenance, improvements and major works to your building or estate) that will cost you, or any other leaseholder affected by the works, more than £250.
- Before we set up any long-term agreements (contracts lasting more than 12 months) with private companies for works, services, or supplies, which will cost you, or any other leaseholder affected by the

works, more than £100 a year. This includes services such as gardening and insurance.

- Before we carry out any work under a long-term agreement that costs you, or any other leaseholder affected by the works, more than £250.

How will I be consulted?

A Section 20 consultation has many stages, and can take a number of months to complete. The law says we have to contact you to ask you for your views at each stage of the consultation. You will have plenty of time – usually around 30 days – to write to us with your views.

When large-scale works are proposed, we will hold a consultation event for you to ask any questions in person.

We want you to take part in the consultation because we value your input – your comments can make a big difference to the decisions we make and the works we carry out. By working together, we can ensure a more satisfactory outcome for everyone.



Can I suggest an alternative contractor?

Yes, depending on the value of the contract. The law says that when we enter into a standard contract (contracts lasting less than 12 months) or a long-term agreement (contracts lasting longer than 12 months) where the cost is above a certain amount we must issue a Public Notice.

If we have to serve a Public Notice, you are not able to suggest a contractor to us. This is because, in this case, the rules on contracts set out by the European Parliament will apply, meaning we have to advertise the contract across Europe.

When we do not have to issue a Public Notice (when standard contracts or long-term agreements are below a certain amount) you and recognised tenants' associations have the right to suggest a contractor you would like to do the work.

To safeguard you and other leaseholders we need to be careful about who we employ to carry out the works. We will ask any contractor you or a tenants' association nominates to complete a number of forms.

This allows us to check that the contractor will meet a number of special requirements, including that they are able to do the work, that they are financially sound and that they meet health and safety requirements. We also have to be sure that the contractor is going to carry out the work to a high standard.

What should I do if I am dissatisfied with the standard of work or services?

If you are dissatisfied with work that has been carried out, please let us know. Get in touch to talk to us, and we can help to resolve the matter.

If we cannot reach a solution, you can apply to the First Tier Tribunal (Property Chamber – Residential Property), who will look at all the evidence being presented in your complaint. They will then deliver a decision on who is at fault, what solution can be put in place and any charges that are applicable to either party.

Insuring your home

Buildings insurance

As part of the conditions of your lease with us, we provide you with cover for your buildings insurance. We recover the cost of this through your annual service charges. If your mortgage provider offers you buildings insurance, you should advise them that your insurance is provided by your freeholder.

What does the buildings insurance cover?

The buildings insurance we provide insures the building your home is in, and the infrastructure around that building. The building is insured up to the reinstatement build cost value of your home.

Our insurance does not insure the contents of your home, so items such as fixtures and fittings, furniture, valuables and other possessions are not protected. Securing contents insurance for your home is your responsibility.

It's important to note that we do not offer leaseholders or shared owners alternative accommodation in the event of a major

incident such as a fire or a flood. If one of these situations occurs, you will need to make your own arrangements through your contents insurance provider.

How do I request a summary of the buildings insurance?

You have the right to request a summary of the buildings insurance. If you would like to see the summary of the buildings insurance, please email newbusinessteam@wcht.org.uk. To see a full copy of the buildings insurance policy, please email enquiries@wcht.org.uk.

What happens to my insurance if I sell my home?

The lease stipulates that your property must be insured by the freeholders, with the leaseholders paying the appropriate cost. If you sell the property, the new owner will be automatically insured under this policy once the contracts have been exchanged and as such the insurance policy will still cover the property.

Renting or sub-letting your home

I'm a shared owner – can I sub-let my home?

If you are a shared owner, you may only sub-let your home once you own 100% of the shares of the property. At that point, if you'd like to sub-let you must also give us a copy of the tenancy agreement, in accordance with your lease. We recommend that you seek legal advice on your rights and obligations as a landlord. It's important to note that if there is a subsequent breach to the conditions of your lease, we will take action against you and not your sub-tenants.

I'm a leaseholder – can I sub-let my home?

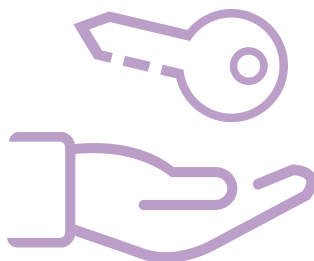
If you are a leaseholder sub-letting your home, you must let us have a copy of the tenancy agreement, in accordance with your lease. All sub-tenants must keep to the terms of your lease, and we recommend you seek legal advice on your rights and obligations as a landlord. It's important to note that if there is a subsequent breach to the conditions of your lease, we will take action against you and not your sub-tenants.

When I sub-let, how should I notify you?

You will need to notify us in writing if and when you begin the sub-letting process. Please include your contact details (correspondence address, telephone number and email address) in case we need to get in touch with you. Please also keep us informed if any of these details change. Please also sign your letter for our records.

Unless you have a buy-to-let mortgage, you should also notify your mortgage broker – otherwise you may not be able to sub-let without breaching your mortgage conditions.

Please send this information to us, marking it for the attention of the Home Ownership & Commercial Officer. You can also email the information to: newbusinessteam@wcht.org.uk.



Buying or selling your home

I'm a shared owner – do you need to know if I decide to sell my share of my home?

Yes, we do. We need you to notify us in writing, making sure to include your address and contact details. Please also sign the document before sending it to us, marking it for the attention of the Home Ownership & Commercial Officer.

What else do I need to know about selling my home/my share of my home?

There are a few more important things to note. You will be required to pay for a valuation by our appointed valuer, and you will need to allow them access to the property to do so.

As part of the process, there is also a six-week nomination period where we can nominate a buyer for your property. If, at the end of the six weeks, a buyer has not been nominated, you will be informed in writing. Only after that will you be allowed to sell your share of your home on the open market at a price determined by your agent.

As such, it's important to note that you are not permitted to agree a sale until you have received written permission from us.

Also, your solicitor will be required to provide us with a Notice of Transfer and/or charge, which will be registered once we have received the full administration fee. The notice must contain the following;

- The date the sale of your property is completed
- The title (Mr/Mrs/Miss/etc.), full name, date of birth and contact details of all new leaseholders or shared owners

These documents must be received within two weeks of the sale completing – it's up to the new leaseholders/shared owners to confirm that this has happened. For any other details of fees, please refer to your lease.

I'm a leaseholder – do you need to know if I decide to sell my home?

Yes, we do. Your solicitor will be required to provide us with a Notice of Transfer (and, if relevant, a Notice of Charge too). These will only be registered once we have received the relevant administration fees.

The notice must contain the following;

- The date you sell your property
- The name, date of birth and contact details of the new owner

This document must be received within two weeks of the sale completing – it's up to you to confirm that this has happened. For further information, and for more details of fees, please refer to your lease.

What happens to my service charges when I sell my property?

If you have arrears on your service charge payments or major works payments, we can't allow you to begin the selling process until they are cleared. You'll need to let us know in advance if you plan to sell your home.

When you sell your property, you will usually have a solicitor who handles the legal work for you. They will make enquiries on your behalf regarding any outstanding charges, amongst other things. We will then either ask you to pay these charges before the sale, or ensure they become the responsibility of the new owners. These

arrangements are usually agreed between the seller and purchaser's solicitors.

Your solicitors can ask us to complete their LPE1 form, as Watford Community Housing does not have a standard leasehold pack. The LPE1 form will contain the details of service charges and insurance, amongst other things. We are able to complete the form for you, but there is a fee for this service. The completed form and supporting documents will then usually be returned two weeks after we receive the form and payment of the fees.

For all information about service charges when you sell, please ask your solicitors to contact us by emailing newbusinessteam@wcht.org.uk for the attention of the Homeownership & Commercial Officer.

Can I buy more shares in my shared ownership home? How?

Yes, you can. As above, you will be required to make the application in writing, making sure that the letter has been signed and includes your contact details and address.



Once the valuation has been completed and we have determined the value of the property in total, we will be able to inform you of both the value of our shares and your shares. From this you will be able to decide the amount of additional shares that you would like to purchase. Refer to your lease for details of the increments you are able to purchase further shares in.

Please note that you will be legally obliged to cover our reasonable costs in processing your application.

Do I need to inform you if I remortgage my property?

Yes, both shared owners and leaseholders need to inform us about remortgaging. Your solicitor and/or mortgage provider may require further information, so they will need to contact us. Please ask them to contact the Home Ownership & Commercial Officer via email on newbusinessteam@wcht.org.uk. It will also be necessary for a Notice of Charge to be provided – this will incur a fee when it is registered.

I'm a leaseholder – can I extend the length of my lease?

If you have been the registered owner of the property for two or more years, you are eligible to apply for an extension to your lease. Please note that this process will incur fees such as the valuation fees and our legal costs.

You will need to instruct your solicitor to serve a Section 42 Notice upon Watford Community Housing, for the attention of the Home Ownership & Commercial Officer.

Unfortunately we are unable to provide you with details of how much the lease extension will cost until the valuation has been completed and the offer served.

Please make all enquiries about buying or selling your home in writing to our Home Ownership & Commercial Officer at our postal address or by emailing newbusinessteam@wcht.org.uk.

Anti-social behaviour

If you experience or witness anti-social behaviour in your area, please report it to us. We will do our best to work with our local partners to solve the problem. We're here to listen to your concerns and help make your environment a better place to live.

Anti-social behaviour is anything that causes alarm, distress, nuisance or annoyance in your local area. It can take many forms, from vandalism and noise to more serious issues like harassment and threatening behaviour.

It's important to note that if any anti-social behaviour is reported in connection with any tenants who might be sub-letting your property, you will be liable for their actions and will need to respond accordingly.

We have an anti-social behaviour policy and a set of procedures we can use to help deal with these kinds of problems, and to reduce instances of anti-social behaviour. If you would like more information on our anti-social behaviour policies, head to our website or contact us to request a leaflet.

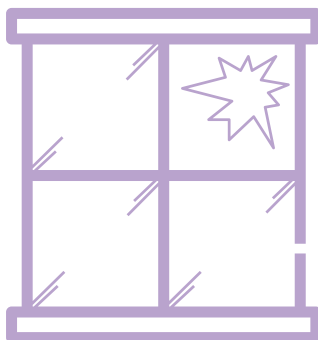
You can report anti-social behaviour in a number of ways.

Complete the form at www.wcht.org.uk/page/Anti-social-behaviour/

Email us at asb@wcht.org.uk

Call us on **0800 218 2247**

If you think a crime is being committed, please call the police on 101. In the event of an emergency, please always call 999.



Building better homes and friendlier communities

As a Gateway organisation, we're committed to working with you to create stronger communities. We're always interested in hearing from you about how we're doing and how we could improve our services – there are lots of ways to do this, including giving us feedback and getting involved.

Give us feedback

It's really helpful for us to know when we've gone above and beyond or fallen below the standards you expect of us. Whether it's a compliment or a complaint, your feedback is really important to us and helps us to improve our services.

You can give us your feedback in the following ways:

Online – you can report feedback through your online account by logging in and clicking on the **'your feedback'** button.

By email – feedback@wcht.org.uk

By phone – call our Customer Service team on **0800 218 2247**. We will also offer you the chance to let us know how we handled your call with our post-call satisfaction survey.

By letter – 59 Clarendon Road, Watford, Herts, WD17 1LA

Get online

An online account is a great way to easily manage your lease or shared ownership home. You can check your service charge or rent account, change your contact details and raise any other issues. Visit www.wcht.org.uk and click on 'Your account' to sign up. When you create your account, make sure you select leaseholder/shared owner for services which best suit you.

Get involved!

If you would like to be more involved in your community or the work that we do, we can help. Whether you'd like to volunteer, share your views or help shape the services we provide, we've got something for everyone in our Involvement Menu.

To view our Involvement Menu and find out what's on offer, head to our website or pop in and ask for a leaflet!

Alternatively, you can get in touch with our Community Engagement Team on 01923 209183 or by emailing community@wcht.org.uk





Data protection privacy notice

This notice has been written to give you information about how we're handling or intend to handle your personal information and to provide you with details of our commitment and approach to protecting your rights to privacy and information security.

We aim to always handle your personal information fairly, transparently and lawfully and this notice is intended to give you the information you need to understand what we're doing with your data. If you have any questions about how your information is used or think we could improve this notice please contact our Data Protection Officer c/o 59 Clarendon Road, Watford WD17 1LA.

Leaseholders and Freeholders

We collect some basic personal information to enable a purchase or sale/assignment of a lease or its extension or the sale of a freehold and share this with professional advisors in connection with the sale/extension, such as solicitors and valuers.

Solicitors will then register any transfer of the lease or any sale at the Land Registry. We'll also collect information relevant to any application you might make for a mortgage or remortgage and share this with professional advisors where necessary.

If we need to carry out major work to your property we'll share basic information about you with our contractors and sub-contractors to enable them to carry out the work on the property or scheme.

If you're a commercial leaseholder we'll also share essential information with our managing agents for the purposes of managing your business lease/tenancy.

All of this information would be processed and shared in connection with your lease and your, or our, obligations under it.

If you have any questions about your
lease or shared ownership, please get
in touch on 0800 218 2247 or email
newbusinessteam@wcht.org.uk



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