



# Leaseholders Handbook



# Welcome

This Leaseholder Handbook has been prepared through consultation with our Home Ownership Matters Group.

The handbook is available on our website under Home Ownership. We have reviewed the contents of the handbook to ensure you receive a useful guide to our services and information regarding your lease. We hope you find the information both relevant and useful.

The advice contained in this handbook is intended for guidance only. You should obtain independent legal advice before you decide to buy a property. In addition, in no instance will the content of this handbook override the terms of any existing lease, or any other legal

agreements which you may have entered into.

**Our mission** is to work with partners and service users to create housing solutions which empower individuals to grow in confidence, feel able to make choices and decisions about their lives and enjoy life in their communities.

**Our board** We are managed by a board of volunteers which sets policy and monitors performance. The board is committed to ensuring we provide a high standard of services. Board members meet up regularly and are responsible for planning the future direction of Hafod and ensuring we have good governance e.g. are doing things in the right way.



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We welcome all feedback good or bad

# About us

We are a not for profit social landlord established in 1968 and are a member of the Hendre Group. We are registered with and regulated by the Welsh Government.

Whether you are a new or existing leaseholder, this guide provides essential information in relation to your home and an explanation of the services you can expect to receive. We are proud of our achievements and the contribution we make to life in the communities in which we work.

We are one of the largest providers of affordable housing in south east Wales and manage over 4,000 rented, leasehold, shared ownership and homebuy homes in Bridgend, Cardiff, Merthyr Tydfil, Newport, Rhondda Cynon Taf, Torfaen and the Vale of Glamorgan. We aim to provide a high quality service to make life easier for you, our leaseholders. We are an Investor in People and hold the Positive about Disability accreditation.

<b>Visiting our offices:</b>	St Hilary Court, Cophorne Way, Cardiff CF5 6ES
<b>Opening times:</b>	8.30am to 4.30pm Monday - Friday
<b>Home Ownership team:</b>	homeownership@hafod.org.uk
<b>Customer contact:</b>	029 2067 5800
<b>Freephone:</b>	0800 024 8968 enquiries@hafod.org.uk
<b>Emergency repairs:</b>	029 2067 5800
<b>Freephone:</b>	0800 024 8968

# Buying a leasehold property

## Should I buy a leasehold property?

Owning a leasehold flat should not be a concern as long as you know and appreciate your rights and obligations. You should make sure that your solicitor explains the terms of the lease fully when you are purchasing and checks any restrictions in the lease, for example if you intend to let the property or carry out alterations.

## Open market purchases

You may be planning to buy a leasehold property on the open market on a new development or an existing leasehold property from a previous owner. In these cases your solicitor should contact our Home Ownership team who will provide a 'pre-sale enquiry pack' (there will be a charge for this service). We will also, as appropriate following notification, contact you as the prospective new leaseholder and offer a face to face meeting providing good quality information on what the responsibilities are under the lease.

As standard, the 'pre-sale enquiry pack' will include the following items but further information may be provided at your solicitor's request:-

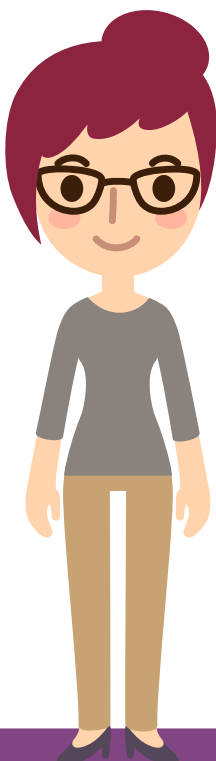
**Details of the ground rent, insurance and service charge bills for the past three years.**

**An up to date position of the accounts** (i.e. whether or not there are any charges outstanding from the existing owner).

**Details of any items of major works** (i.e. work that would cost a leaseholder over £250) which are anticipated over the next two years.

**A summary of the buildings insurance cover.**

**Answers to your solicitor's pre-sale questionnaire** (to include for example: specific details in relation to the property and its history, information relating to the block in which the property is situated, information about the management of the property, and details of the lease and any notices affecting the property).



# About your lease

When a flat changes hands, the seller passes on all the rights and responsibilities of the lease to the purchaser, including any future payments of service charges that have not yet been identified – such as a year-end adjustment (surplus/deficit) which may only be known at the end of June in the year following your purchase. When you are the purchaser your solicitor should make enquiries of the seller, and the landlord, that service charges and ground rent are paid up to date. This is important, as the buyer can be liable for outstanding charges, even if incurred prior to their ownership.

When you buy the flat your solicitor will complete a 'Notice of Assignment of the Lease'. This will be forwarded to our solicitors with the appropriate fee (normally within 28 days of purchase) so that we can see that the sale has completed and update our records.

## Do you have a copy of your lease?

If you do not have a copy of your lease you may be able to obtain one from your conveyancing solicitor, mortgage lender or the Land Registry. Hafod can also provide a copy for which a fee will be applicable. The lease is the key to all of the responsibilities and obligations of both you as the leaseholder and us as the landlord. It is legally binding and any breach of the terms of the lease can lead to legal action being taken against either party.

The terms of a lease cannot be changed by either party without the other's consent. Therefore the lease is an important document and leaseholders must ensure that they have a copy and that they understand it. When buying your property your solicitor will have a duty of care to provide professional advice about the contents of the lease. Once you have bought the property you will be bound by its terms.

## What is leasehold?

When you buy a flat or maisonette you buy a leasehold interest in your home. This interest gives you the right to occupy your property in line with the terms of a lease agreement for a set term (typically either 99, 125 or 999 years). The term is fixed at the beginning and so decreases in length year by year until the eventual expiry of the lease when the flat reverts to the landlord (although there may be the possibility of extending the lease or remaining in the property as a tenant). We will generally own the freehold of the building.

# Leasehold administration fees

If you buy the lease of a property, you are called the leaseholder (sometimes known as a lessee or a tenant) of that property. The owner of the freehold of the property is called the freeholder.

Leaseholders can sell what is left of the term of their lease to another person. This is called assigning a lease. In law, these buyers are known as assignees but in general their rights and responsibilities are the same as the original leaseholder's. When the flat is assigned, the seller assigns all the rights and responsibilities of the lease to the purchaser, including any future service charges that have not yet been identified. There is usually a covenant in the lease requiring an assignee to advise the landlord when an assignment or transfer has taken place (a fee is payable to the landlord for registration).

## Leasehold administration fees

Sometimes we have to carry out additional work when a leaseholder has a particular need or request for information. Examples of this include:

**Finding out if we can agree alterations to a property**

**Providing information to a solicitor to help with the sale of a leasehold property**

**Dealing with a breach of a lease**

**Dealing with a Deed of Postponement in respect of a re-mortgage**

**Request for lease extension**

We don't think it is fair to expect everyone to pay for administrative charges that only relate to a minority of leaseholders so we don't include this type of cost in the annual service charge. We also think it is important that tenants' rents don't subsidise the work we do for leaseholders, so we have put together a booklet which is available on request from the Home Ownership team.

# Your lease agreement

Contained near the beginning of the lease will normally be a coloured floor plan of the property. It will also include a plan detailing the property's location, highlighting which areas of the property have been signed over to you as leaseholder (referred to as the demised premises).

The plan will also illustrate any parking areas, and any areas of garden and common space that you are entitled to use and any rights of access which have been granted. Your leasehold property shares common areas with other properties in the same building or estate. These common areas are parts such as communal entrances, hallways, gardens and communal parking areas.

As a leasehold flat owner, you own and are responsible for the maintenance of your demised premises which, usually, includes everything within its four walls, including floor boards and plasterwork but not the external or structural walls. The structure and common parts of the building and the land it stands on are owned by the landlord or the freeholder (i.e. Hafod) who is responsible for the maintenance and repair of the building.

The lease allows us to recover the costs of maintaining and managing the common parts and structure by charging leaseholders through their service charge (see section on service charges). Our tenants pay for this maintenance through their rents. You will receive a Statement of Account at the end of the financial year which will detail any services/repairs carried out together with the management fee.

Also within the lease will be details of the value of the annual ground rent and details of what types of work the landlord can charge the leaseholder for, in respect of major repairs and service charges.

**As the purchaser, or owner, of a leasehold flat, it is in your own interest to understand the legal nature of the ownership. What exactly do you own and what are the associated rights and liabilities.**



# Your rights

The covenants in your lease set out your rights and responsibilities as well as the obligations upon us. As a leaseholder you have a right to:

**Information on service charges and costs to the building containing your property.**

**Quiet enjoyment of your property without disturbance from us as long as all terms of the lease are being adhered to.**

**Be consulted on any major works and long-term agreements that are to take place at the building in which your property is contained.**

**Challenge service and administration charges.**

**Use the specified areas defined in your lease for parking, access and storage use.**

**Extend your lease if you have owned your property for at least two years.**

**To sublet your flat subject to you notifying us and/or requesting permission if required under the terms of your lease and registering with Rent Smart Wales under the Housing (Wales) Act 2014. You will not have this right if you purchased your property under a Homebuy Scheme (i.e. with a loan from Hafod) whilst the loan from Hafod remains.**

**Assign (sell the remainder) of the lease – certain conditions may apply if you purchased your flat through Right to Buy or Right to Acquire.**

**Buy the freehold – in certain situations leaseholders of flats may have the right to buy the freehold of the building as a group. The group can then decide how to manage their building. This is known as enfranchisement.**

These are not exhaustive lists and you should consult your lease for more guidance. We have a responsibility to:

## **Maintenance and repair**

Maintain, repair and redecorate the structure and exterior of the building.

## **Buildings insurance**

Keep your building insured for full re-instatement value.

## **Consultation**

Legally consult you before any major works are carried out or any long-term agreements are entered into which affect your property.

## **Manage**

Manage your building, block or estate in a proper and reasonable manner.

## **Accounts**

Provide a summary showing the actual costs for the services to your property covering the previous year, including any surplus or deficit which will be refunded or charged to you.

# Your responsibilities

The covenants in your lease set out your rights and responsibilities. Some of your main responsibilities include: -

**To pay your ground rent, management charges, insurance premium and any other outgoings as set out in the terms of your lease.**

**To adhere to the terms of your lease.**

**To inform us of any changes to your mortgage company.**

**To inform us when you sell or sublet the property.**

**To make contributions towards the cost of maintenance, repair and improvement.**

**To keep the flat in good repair.**

**To pay all charges relating to the property.**

**Keep all communal areas clear of belongings.**

**Not to make any structural alterations or structural additions to the flat without first obtaining our written consent.**

**To permit access to carry out repairs.**

**Not to cause nuisance or annoyance to neighbours.**

**Not to do anything illegal or anything else that may become a nuisance to other residents.**

**To provide us with a copy of any notice affecting the flat.**

**To repay the Right to Buy/Right to Acquire discount where applicable.**

**Other covenants** – you must only use the flat as a private dwelling (not for any business purpose or multiple occupation). You must not carry out any act which may render the insurance policies void or voidable and you must not throw any refuse into the sinks, baths, lavatories, cisterns or waste and soil pipes of the flat. Finally, you should not keep a pet in your flat without first consulting us. Please contact our Home Ownership team to find out more.

# Service charges

Service charges are the payments you must make to us under the terms of your lease and are your share of the cost of managing, maintaining and providing services to the building of which your property forms a part of. Service charges will vary from year to year, they can go up or down without any limit other than that they are reasonable.

A common myth among leaseholders is that our tenants do not pay for the management, maintenance and provision of services at their blocks. This is not the case as our tenants pay for these services through their rents. Leaseholders are charged for the same services by us recovering costs through the service charge.

We have to ensure that the cost of services to tenants and leaseholders is not subsidised by either party.

Leaseholders sometimes ask why they have to pay us a service charge as well as paying council tax. By purchasing your lease you have legally agreed to pay us the service charge for your property. The service charge covers your share of the cost of the services we provide to your block and/or estate. Council tax covers the services that the council provides to people who live in your local authority area. Council tax is used to finance services such as education, planning and leisure.

## How is my service charge calculated?

The services you pay for depend on your location and type of property, and the different services provided to your block and/or your estate. The service charge is based on the financial year that normally runs from 1st January to 31st December and the proportion of the charge to be paid by the individual leaseholder will be set out in the lease.

You pay your service charge each year in advance on an estimated basis. The estimate covers what we think your share of the costs of the services will be. At the end of the financial year we work out your share of the actual costs. It then compares the difference between the estimated charge and the actual charge.

We have to charge an estimate because we don't know in advance how much the cost of providing services will be. Some charges are difficult to predict because we don't know how many repairs will need to be carried out, what type of repairs are required or how often these repairs will take place.

# Service charges

The estimated charge is calculated using the most up to date costs for items such as servicing contracts along with historical information on costs for day-to day-repairs. A major works plan is also calculated and is provided at this time.

An estimated service charge is sent to all leaseholders just before the start of the financial year. The actual statement of account is sent out within six months of the end of the financial year together with a surplus certificate if the estimated charges are more than the actual charges, or a deficit certificate if the estimated charges are less than the actual charges. The actual service charge account will detail whether you are due a refund/credit or need to pay a deficit/debit charge.

## What makes up my service charge?

The list below details what makes up your service charge. The list is not exhaustive and you should refer to the terms of your lease for a more detailed explanation on what we can and cannot charge for. The following items can be included in your service charge where relevant:

### **Day to day repairs and maintenance of communal areas**

**Cost of lighting communal areas**

**Cost of cleaning communal areas**

**Servicing of fire alarms**

**Servicing of emergency and communal lighting**

**Servicing of door and phone entry systems**

**Servicing of lifts**

**Charges for bulk refuse removal**

**Charges for removal of dumped items**

**Charges for repairs as a result of vandalism & graffiti**

**Charges for controlling pests and vermin in communal parts**

**Charges for removing abandoned vehicles**

**Landscaping for communal areas**

**Cost of heating** (where there are communal heating systems)

**Major repair, renewal or improvement works to the block**

**Buildings insurance**

**Contract administration charge** (tendering, managing contracts)

**Management fees** (i.e. arranging insurance cover, raising invoices, calculating charges, answering queries).

## Buildings insurance

We will arrange buildings insurance for your home, by insuring the whole building. You are responsible for arranging the contents insurance for your property yourself.

If your mortgage company requires a copy of the insurance policy for the building then our Home Ownership team can help with this. Please note that a charge may be levied for any copies requested.

If you wish to make a claim on your insurance you should contact:

**Zurich Insurance on  
0800 028 0336**

**Quoting policy reference:  
JHA-22S082-0013**

You will need to complete a claim form which should be returned directly to the insurance company at the address on the form.

## Contents Insurance

Leaseholders are responsible for arranging their contents insurance themselves. However, if you would like to take advantage of our affordable leaseholder contents insurance please contact our Home Ownership Team.

# Service charges

## What is the contract administration charge?

Under the terms of the lease we are usually able to charge a contract administration charge. This is to cover the cost of surveying, administering, tendering and managing major works. The charge is taken as a percentage of the total cost of major repair work that has taken place during the financial year. The terms of your lease should be checked to see what items are covered.

## What is the service charge administration fee?

Under the terms of the lease we are usually able to charge a management fee. This is to cover the cost of administering the day-to-day repairs, service contracts and management services to the estate. The terms of your lease should be checked to see what items are covered. Management services can cover such items as:

**Tendering the site services and setting up contracts**

**Managing the work**

**Calculating the service charges**

**Collecting the service charges and ground rent**

**Maintaining and updating leaseholder records**

**Invoicing and providing statements of account**

**Advising leaseholders as to their rights and responsibilities**

**Arranging and attending leaseholder meetings**

**Providing information through the Homeowners newsletter**

**Dealing with leaseholder enquiries**

The charge is taken as a percentage of the total cost of all services that have taken place on the estate during the financial year.

## What are General Repair Reserve (GRR) funds?

Many leases provide for the landlord to collect sums in advance to create a reserve or “sinking fund” to ensure that sufficient money is available for future major works, such as external decorations or lift replacement. Contributions to the reserve fund are not repayable when the flat is sold.

We will consult on planned major works following initial notification at purchase stage, through our Annual Conference, Home Ownership Matters Group meetings and general enquiries from leaseholders on information updated and provided annually.

# Service charges

## Why pay service charges?

If you owned a freehold house you would have to pay all the costs of running your house and manage this yourself. As a leaseholder you share those costs with your landlord and other leaseholders. As your landlord, we have a legal duty to maintain the building and charge you your share of the cost, this is why fully understanding the information provided to you and your solicitor before you buy the property is important.

If we did not invest in our properties the blocks of flats would deteriorate and the value of your home would suffer.

We try to bear in mind that a proportion of everything we spend on our properties has to be charged back to you and other leaseholders.

## Paying your bills

We offer a wide range of payment options for you to choose from to assist you in paying your charges:-

### **In person at our offices**

**By using an ('All Pay') swipe card at a Post Office or any other shop that displays the 'Pay Point' logo**

**By telephone please call 0800 024 8968**

- to pay using a credit or debit card
- to set up a direct debit payment

**By cheque payable to Hafod**

Please note your property address and account number on the back of the cheque. Your account number can be found on your invoice.

## What if I have difficulty paying my charges?

It is important that you pay your charges on time and in full. If you find you cannot afford to pay your bill straight away do not ignore it. It will not go away and you could end up losing your home if you do not try to pay it. We make every effort to ensure that charges for works are reasonable. However, if you are having difficulty paying your charges please contact our Home Ownership team immediately (see page 3 for contact details).

## What if I do not agree with my charges?

If you feel that there is a mistake or that works have not been carried out correctly or are substandard please contact our Home Ownership team. The Home Ownership team will investigate the situation and make sure that the appropriate department is contacted and responds accordingly. If you are still not satisfied then you can follow our formal complaint procedure. Ultimately, if you still believe that the problem has not been satisfactorily resolved you can apply to the Leasehold Valuation Tribunal (LVT) to challenge the reasonableness of a service charge.

Proceedings at the LVT are semi-formal. Neither side is required to be represented by a solicitor, evidence is not given on oath, and the usual court rules do not apply. However, parties appearing before an LVT may wish to seek professional advice. It is sensible to arrange representation if the argument relates to the interpretation of the law or the terms of the lease. In cases of a technical nature, the LVT is usually assisted by expert evidence from a surveyor or experienced property manager. It should be noted that the costs involved in making an application to the LVT are met by the applicant.

## What will happen if I do not pay my charges?

It is the leaseholder's obligation to pay the service charges and ground rent promptly under the terms of the lease. If they are not paid and we, as a landlord, are able to satisfy a court or tribunal that service charges are properly due and reasonable, then we can begin forfeiture proceedings by serving a formal notice of breach of the lease on the leaseholder and give a reasonable time to rectify the breach, i.e. by paying. If the leaseholder does not comply with this notice we, as landlord, can apply to the county court for forfeiture of the lease, i.e. for the lease to end. The court has wide discretion where forfeiture is concerned, but if forfeiture is approved by a court, this can lead to us repossessing the flat. We may also seek a county court judgment for payment, which can affect a leaseholder's ability to obtain credit.

If you have a mortgage from a bank or building society we would tell them that you have not paid your charges before we start legal action. As they have a legal interest in the property they could decide to pay the bill themselves and take their own legal action against you or add the amount paid to your mortgage. If you have problems paying your charges we will always try to help, but if it becomes clear that you are making no effort to pay your charges we will take legal action.

# Repairs, maintenance and improvements

Your lease will detail your responsibilities in terms of repairs and maintenance. In short, you are responsible for the repair and maintenance of everything inside your flat and we are responsible for repairing and maintaining the common parts of the building as well as the structure and exterior. A proportionate share of the costs incurred by us in carrying out such works must be met by the leaseholder in accordance with the terms of their lease, through the annual service charge.

The list below will help you to identify who is responsible for the repair. These are generally Hafod's responsibility but please check your lease.

## **Hafod's responsibilities:**

Exterior walls

Roof

Foundation

Timber and joists

Beams

Chimney stacks

Rainwater and soil pipes

Communal sewers and drains

Gas, water and electricity pipes up to the flat

Lifts

External decoration

Internal communal areas such as entrances, halls, stairways and aerials

Door entry systems and fire alarms

Windows and doors (excluding the glass)

Communal gardens, paths, walks, fences and washing lines

Communal grounds and parking areas

In addition to the service charge which covers communal repairs undertaken by us the following repairs are **your responsibility**:

Plaster or other surface material on interior walls and ceilings

Internal decorations

Fittings such as kitchen units and sinks

Floorboards, replacement of vinyl floor tiles

Internal non-structural walls

Disconnection and reconnection of cookers and fires

Plumbing in of washing machines

Internal doors, frames and handles

Toilets, baths and showers

Glass in windows

Radiators, cisterns, tanks, boilers and pipes used exclusively in the flat

Gas, water and electricity installations exclusive to the flat

Fixtures, fittings and internal decorations

**The leaseholder has responsibility for any leaks or burst pipes, including damage caused to other Hafod property due to negligence e.g. knew about leak and did nothing about it.**



# Reporting repairs

If you notice a problem with any of the areas that fall under our responsibility you should report it as soon as possible. There are many ways of reporting repairs:

**By phone:** 0800 024 8968 or  
0292 067 5800  
You should use either telephone number for out of hours emergency repairs

**In person or in writing:** St Hilary Court,  
Cophorne Way,  
Cardiff  
CF5 6ES

**By email:** enquiries@hafod.org.uk

## Repair response times

### Category A (Emergency): within 24 hours

Some examples include a blocked foul drain, a collapsed wall, severe roof leak, dangerous structures, communal door locks where security is at risk.

### Category B (Urgent): within 7 days

Examples of this might include the door entry system not working or minor electrical repairs.

### Category C (Non-Urgent): within 14 days

Examples may be minor carpentry repairs, leaking rainwater pipes and replacement fencing.

Occasionally our Maintenance Surveyor will need to inspect your repairs first. A mutually convenient appointment can be made with your Maintenance Surveyor during office hours 8.30am – 4.30 pm.

Unless the repair is an emergency, we will issue notification of the repair giving details of the work to be carried out, the order number, the contractor's name and the timescale of the repair. Do not allow anyone into your home that cannot prove their identification. This is for your own safety. If in doubt contact us.

Following completion of the repair you will receive a customer satisfaction survey.

If a repair has been caused as a result of crime it must be reported to the police and the crime number noted. You will still have to pay a contribution.

# Monitoring our service

We believe that the quality of our maintenance service is extremely important to ensure the health, safety, comfort and satisfaction of our residents. We send out repair survey questionnaires. Your comments and feedback on how we have performed are valuable and will help us to adjust the services to your needs.

## Improvements and alterations to your home

Under the terms of your lease you should not make certain alterations or improvements to your flat without our written consent. You may also require building regulations or planning permission for the work which should be obtained from your local council. You will be responsible for paying any associated costs. You will need to write and let us know what alterations or additions you would like to undertake.

You must not start work before we give you permission. If you do, this will be regarded as a breach of your lease and you may incur costs in returning your property to its original state. In addition, you may also need permission from your mortgage lender (if applicable). We will carefully consider any request for consent for an alteration or improvement to a leasehold property. A surveyor may need to come and visit you to discuss your proposals, and a charge may be made for this service.

## Major works and the consultation process

Under the terms of your lease we, as your landlord, are responsible for the maintenance of the building and the estate which your property forms part of.

The maintenance can be anything from small repairs like replacing a roof tile to large repairs and improvement such as replacing a flat roof or installing new double glazed windows. These large scale repairs are known as major works.

Under Section 20 of the Landlord and Tenant Act 1985 (amended by Section 151 of the 2002 Commonhold & Leasehold Reform Act) you have the legal right to be consulted before any major works are carried out.

If we identify that major works are required at your building or estate and the estimated cost to an individual leaseholder will exceed £250 then the consultation process will begin. Consultation notices will be sent to every leaseholder who will have to pay towards the cost of the work.

These notices are called Section 20 notices. They contain information about what we plan to do including a full description of the works or long-term agreements, and estimates of your likely contribution. Each notification will allow you 30 days to comment on our proposals.

## Long term agreements

The consultation process is also required if we wish to enter into a long term agreement with a contractor. Long term agreements are those which run for a period longer than twelve months. The same process is used as with major works except consultation will only take place if the cost per individual leaseholder would exceed £100 per year. An example of a long term service agreement would be:

**The contract for servicing the fire alarms**

**Communal cleaning, window cleaning**

**Landscaping**

## Emergency major works

If major works are considered urgent, for example a roof that has failed, or we need to get the work done quickly, we can apply to the Leasehold Valuation Tribunal for an order that will allow it to dispense the consultation process. The LVT will then inform all leaseholders affected by the work that this has been agreed.

## Failure to consult

If we do not consult with leaseholders on major works and have not applied to a LVT to dispense the consultation process we will not be able to charge leaseholders more than the £250 limit.

# Living in your home

Please refer also to the Estate Regulations accompanying this handbook for your estate.

As a leaseholder living in a block of flats you will share halls, corridors and gardens. This means that more people living around you will be affected by your behaviour than if you lived in a house or bungalow. Therefore residents of flats have a greater responsibility to ensure that their lifestyle does not unreasonably interfere with other people. There has to be a certain amount of give and take but all residents should respect others' rights to peaceful enjoyment of their home.

## Car parking

If the flats have parking areas these may only be used for residents' vehicles that have MOTs, are taxed and roadworthy. Parking areas may not be used for parking or storage of large or commercial vehicles, caravan, trailers or boats. Normal maintenance to your vehicle only is permitted. Please park carefully without causing damage or obstruction to paths and grassed areas. Bad parking of vehicles causes inconvenience to others and may prevent emergency vehicles reaching the scene quickly.

## Noise

You can expect to hear a certain amount of noise from your neighbours. Please try to ensure you and/or your visitors act in a considerate manner and keep noise to a minimum. For example:

**Carrying out household chores such as DIY, washing or vacuuming at reasonable hours of the day.**

**Providing suitable floor covering such as carpets or floor tile which will reduce the transmission of noise to adjacent flats.**

## Asbestos

Any asbestos within your home is your responsibility. If it is in the communal areas then it is our responsibility.

Asbestos can be hazardous, if you do have asbestos in your home it is advisable to have it removed by a registered firm.

## Items in the communal areas

Communal halls, stairs and landings are fire exits and must be kept free of all items. This means that you must not leave items such as motorcycles, domestic electrical appliances, pushchairs, or bikes in the hallways. We have a zero tolerance towards any items found in the communal areas and these will be removed. Bags of rubbish or other unwanted items including furniture must not be left in the communal areas.

All rubbish is to be properly placed in the bin store areas. Furniture or other large unwanted items are not to be dumped in the bin store or on the communal grounds. If we have to dispose of these items we will recharge the cost. If you experience dumping of rubbish on your estate and report it to us, we will investigate all reported incidents.

# Living in your home

## Pets

As a flat resident, if you keep a pet you have a greater responsibility to your neighbours to ensure that it does not cause a nuisance. Any complaint regarding neighbour nuisance could constitute a breach of your lease. Although permission to keep a pet may not be required by the lease, a breach of the lease would require action to be taken by us which could result in you not being able to continue to keep a pet.

## Satellite dishes

You must not attach any TV/radio aerial, satellite dish or other piece of electrical equipment to the outside of the property without our written agreement and any necessary planning permission.

## Gas safety advice

If you have a gas boiler and any gas appliances (such as a gas fire) you are responsible for getting them serviced once a year. Some leases require you to submit a copy to us in other cases it would be useful if you could send us a copy of your certificate for any servicing for our records. We may be able to carry out the service for you; please contact us for more information. As a leaseholder you are responsible for the correct installation, servicing, maintenance and safety of all gas appliances within your flat.

## Rat, mice and other pests

If you have pests please contact your local authority Environmental Health department unless the source is communal i.e. bin store area, communal drain in which case report it to us at the earliest possible time.

# Estate management

## Window cleaning

We provide a window cleaning service to flats where residents have agreed to this service provision. We work in partnership with a local window cleaning company to make sure the service provided is the best quality possible. Please note – the window cleaners are not responsible for internal window cleaning.

## Cleaning

We employ our own cleaners to clean the communal walkways, corridors and stairways of blocks of flats. The cleaners wear Hafod uniforms and drive Hafod vans. As well as cleaning, they are always on the look-out for repairs needed in communal areas, dumped rubbish and signs of any other problems.

## Grounds maintenance

Hafod provides a grounds maintenance service to all their sites with communal grassed and planted areas. We work in partnership with a grounds maintenance company to make sure the service is the best possible quality.

Information on when the contractors will be calling to your site can be found on the notice boards in communal areas or you can view the timetable on the site services section of the Tenants' Services page on our website.

## Fire retardant doors

If your front door is not part of the demised premises, we would be responsible otherwise leaseholders are required to have fitted to their property a 30 minute fire retardant front door for their safety and the safety of others in the block. Hinges and door furniture should likewise be capable of compliance with the fire regulation standards.

If you are uncertain whether you already have a 30 minute fire retardant front door fitted or require consent to fit one please contact us. You may also require building regulation approval.

## Fire safety advice

Your property should be fitted with smoke detectors. Protect yourself, your family and other residents in your block by using your smoke detectors sensibly and testing and cleaning them regularly. We may be able to carry out an installation for you, please contact us for more information.

# Anti-social behaviour/ Community safety

At Hafod we will work with residents, the council and the police to identify local solutions to local problems. We will tackle the problems caused by anti-social behaviour and will take action as appropriate. We all want to enjoy our homes and surroundings in the way that suits us. Anti-social behaviour can have a significant impact upon the quality of life of those affected. You are responsible for the behaviour of all the people, including children, who live at or visit your property, and for any nuisance, damage, disturbance or annoyance they cause.

Any action taken against you could lead to you losing your home.

Anti-social behaviour can be caused in many ways, for example:

**Persistent nuisance**

**Noise nuisance**

**Verbal abuse / harassment / intimidation / threatening behaviour**

**Drugs / substance misuse / drug dealing**

**Unprovoked assault and/or aggressive behaviour**

## **We strive to deal with these problems in the following ways**

We have a specialist Community Safety Co-ordinator who can advise on anti-social behaviour and harassment through the Leasehold Management Officer.

Information is shared with the police and other agencies to tackle problems and perpetrators of anti-social behaviour.

Do not suffer in silence. Our dedicated teams are there to help you. If you feel you are suffering any form of anti-social behaviour contact us immediately.

# Selling your home

You may sell your property (i.e. assign your lease to someone else) at any time, but there are a number of things you must bear in mind.

## Let us know

If you intend to sell your home to someone else you need to let us know immediately. You may be required to offer your property back to us as some leases contain a 'right of first refusal'. If you bought your property from us after 2005 your lease will contain an obligation that you must first offer it back to us if you wish to sell within the first 10 years of acquiring your property. This right of first refusal must be recognised and satisfied as we may decide to exercise this right. When you sell your lease you must inform us within one month of the sale and make sure a formal transfer has taken place assigning the lease to the new owner.

## Service charges

A final position of your accounts will be given to your solicitor (and/or your purchaser's solicitor) close to the time that your sale completes. Therefore, despite the fact that certain service charges will not yet have been invoiced for as they are charged in arrears, you should be clear on how much you need to pay us to bring your account up to date. Alternatively, if you have made an agreement with your purchaser that they take on certain portions of your charges (in consideration for a reduced purchase price for example) you should let us know the details of this agreement. It is often preferable to pay the service charges yourself and then seek reimbursement from the new owner through your respective solicitors.

## Information supplied to your buyer

The person you are selling your property to will want various details about your home. This information will be provided by our Home Ownership team in the 'pre-sale enquiry pack'. There will be a charge payable by the person requesting this pack. The pre-sale enquiry pack will include details of any outstanding charges on your accounts. Therefore, you should make sure that all of your accounts are up to date. Please contact our Home Ownership team who will check your accounts for you.

## Notice of assignment

Make sure after the sale completes that your solicitor sends us notice that your lease has been assigned to someone else. If this doesn't happen you will remain on our records as the leaseholder and we will contact you with regard to any issues at the property or in relation to any charges.

## Discount repayment

If you sell your property within the Right to Buy/ Right to Acquire discount repayment period (i.e. within five years of the property originally being sold by the landlord) you will have to repay all or some of the discount received when the property was originally sold. For guidance on this matter please contact our Home Ownership team.

## Homebuy - repaying equity loan

Where you have bought your home via the Homebuy Option Scheme, in which you legally own 100% of the property, for normally 70% market value, you can repay the equity loan (typically 30% of market value) at any time or on resale of the property. Details can be obtained through our Home Ownership team.



# Subletting your home

The lease will probably place certain conditions on the use and occupation of the flat.

You may not have to ask our permission to sublet your property (you will need to check the lease) but you must let us know. You should contact our Home Ownership team as subletting may affect your buildings insurance. We will also need to know how to address any correspondence in relation to your property and where to send your service charge bills. You will remain responsible for payment of your ground rent, insurance and service charges even if you are not occupying the property. Therefore, you will need to give us details of your new address.

Any tenancy agreement that you make with your tenant should reflect the terms of your lease agreement. We will require a copy of any tenancy agreement within one month of the letting together with a fee for registration of the document. Whilst your tenant is not party to your lease any occupant of your flat is bound by its terms and conditions. However, the obligations and responsibilities contained in your lease will still apply to you whilst you are not living in your property. Should there be a breach in your lease action will be taken against you and not your sub-tenant.

If you want to rent your home you will also need to consider the following:-

You may need to obtain the consent of your bank or building society, as it may be a condition of your mortgage that you live in the property.

You will need to register as a landlord with Rent Smart Wales.

You should seek advice from your home contents insurers.

You are responsible for your sub-tenant. We will contact you if there are any problems that arise from their behaviour.

You should inform the Council Tax department at the council that you are letting the property to someone else as well as the Housing Benefit section (if appropriate).

## Subletting your home under the Homebuy Scheme

If you have purchased your property under a Homebuy Scheme (e.g. purchased the property at 70% of the market value and received a loan of 30% from us) you will not be allowed to sublet your property whilst you remain under the scheme, under the terms of the legal charge on the 30% loan.

## Moving on and moving out

You may wish to use the following checklist before moving out of your home:

Paid your service charges up to the date you leave.

Checked the property room by room (including shed, garage and greenhouse if you have them) to make sure they are cleared.

Given the Home Ownership team your forwarding address and the date you sold the property to arrange the transfer of your lease.

Told the water, gas, electricity and phone companies you are moving.

Taken appropriate meter readings.

Told the Council Tax team at the council that you are moving.

Told the Housing Benefits team at the council that you are moving (if appropriate).

Redirected the mail with the Post Office.

Passed all of the keys to the new owner (including keys to any shed, cupboard, outbuilding, letter box or car park fob).

# Getting involved

It is important for all residents to have their say on how our services are run. By involving leaseholders and listening to what you want, we hope we can improve the quality of life for residents and build communities that we are all proud of.

Residents who wish to be involved in making decisions affecting their homes can get involved at a level that suits them ranging from the following:

Applying to become a Share Member of Hafod, and attending and voting at general meetings (please call for an information pack).

Applying to become a Board Member, to oversee the strategic direction and management of Hafod.

Attending the Annual Homeowners Conference.

Completing the Annual Homeowner Questionnaire to let us know your views.

Becoming a member of the Home Ownership Matters Group to examine and comment upon the policies and activities of Hafod.

Becoming a site representative liaising with Hafod on behalf of residents in respect of site issues.

## Home Ownership Group

The Home Ownership Matters Group is an independent body made up of a group of leaseholders from across Hafod. The panel represents the interests of leaseholders and talks to our officers about housing related issues.

If you have ideas about how we should deliver services to leaseholders or if you would like to have your say on our policies that affect leaseholders please join the group. The Home Ownership Matters Group meets twice yearly and is always looking for new members and new ideas. To find out more contact our Home Ownership team.

# Service complaints/ Compliments procedure

We welcome all feedback good or bad. Your feedback helps us to improve. If you have a complaint or a compliment about your service charge you should first contact our Home Ownership team.

If you have received a service that you are particularly pleased with, tell us about it. This allows us to continuously improve all of the services that we offer.

We also recognise that sometimes things can go wrong. On these occasions it is important that we are made aware so that we can put things right and try to avoid the same thing happening again. If you believe you have received a poor service or have not received a service that you should have, please let us know. All complaints received will be dealt with in the strictest of confidence.

Your complaint will be processed in line with our confidentiality policy. A reference number will be given, along with the name of the person responsible for investigating the complaint. All complaints will be acknowledged and Hafod will aim to respond to your complaint in full within 28 days of it being made and you will have the chance to appeal the outcome of your complaint.

You can make a complaint or compliment to any member of our staff by phone, on our website, via email, via social media, by post or in person.

We would always prefer the opportunity to put things right ourselves. However, please be aware that you can make a complaint to the Public Service Ombudsman for Wales at any time. For more information the Ombudsman service visit:

[www.ombudsman-wales.org.uk](http://www.ombudsman-wales.org.uk)



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