

Leaseholders' Handbook



Please see the [Leicester City Council website](#) for updates and 'information regarding our services'

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1. Introduction

Leicester City Council sold its first Leasehold property in 1983.

This handbook is intended to be a useful guide about the services provided by Leicester City Council to its Leaseholders.

The handbook outlines your rights and responsibilities as a Leaseholder and Leicester City Council's responsibilities and obligations to you as your Landlord. It also provides an overall insight to the management of your property.

This booklet will be reviewed periodically.

Please note

This handbook is not a legal document but sets out the rights and responsibilities under the terms of the lease you have purchased. If you require advice on your rights and responsibilities as a Council leaseholder please refer to the lease and other documents provided to you by your conveyancer when you purchased the property or take advice from your solicitor, other legal professional or appropriate advice service.

2. Definitions

Key words	Meaning
Us, we, the Council, Lessors, Landlord	Leicester City Council
You, Lessee/s, Leaseholder/s	Individual/s that legally own the property
Visitor (s) 2. Definitions	Any person visiting your home. This includes people who are visiting anyone who lives with you.
Property, dwelling, home	Property purchased through the right to buy scheme- Leasehold property
Sublet tenants	Any persons who rents the Leasehold property from the Leese/s

Mortgage Company	Means in which the Leasehold property was purchased
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3. Buying the Property

Buying the property is a large financial commitment, it is important that you are aware of the ongoing costs likely to be incurred.

As a Leaseholder you need to be aware of the following:

- The terms of the lease
- The annual service charges payable
- Any anticipated major works and the financial assistance which may be available
- The respective responsibilities of the Leaseholder and Leicester City Council under the term of the lease
- The financial commitments you are making under the lease

You as the Leaseholder are responsible for the running costs of the property:

- Power (electric/gas)
- Water
- Council Tax
- Insurances (Building and Contents)
- Mortgages (if applicable)
- Annual Services (which may include cleaning of the block, repair/maintenance of the communal block)

Repairs and improvement to the building structure and services will require you to pay a proportional share of one-off major works to the Building and Properties. All applicable costs will be passed on to you. Please note costs of works can be considerable and so budgeting monthly for future major repairs is recommended.

4. What is a Leasehold?

When you purchased your property under a long lease, normally 125 years (though the commencement date of the lease may vary depending on the date of the first lease granted in the block in which your property is situated), you have the right to live in your property for the term of the lease. If you purchased your property from another Leaseholder, you would need to check how much time remains on the lease.

Leicester City Council owns the freehold, in which your property is situated and so will be your Lessor. 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 Lessees and the Lessor, even though the lease may have been signed before you became the owner of the property. It is important to understand the main terms of your lease as it sets out your responsibilities as a Leaseholder and the Leicester City Council's responsibilities as the Landlord. The lease will set out your legal obligations as leaseholder and will also state that you must contribute towards the cost of managing and maintaining the building in which your property is situated. The lease explains what parts of the property you have purchased and what rights you may have over the communal areas.

A copy of your lease should have been given to you by your Solicitor when you purchased your property, while the leases contain standard clauses, they are individually tailored for each property and you should always consult your lease first if you have any questions about your property.

Your Solicitor should have also explained the main provisions of the lease to you when you purchased the property. Whilst this handbook attempts to give you guidance, it will not cover everything relating specifically to your individual property and therefore if you have any questions concerning the lease provisions you should take your own advice from your solicitor/legal professional or appropriate advice service.

5. The Lease

5.1 Copies of the Lease

Please retain a copy of your lease agreement once you have purchased the property.

If you do not have a copy of your lease you may be able to obtain one from your conveyancing/solicitor or mortgage lender. Usually the Land Registry will also keep a copy. Before purchasing a leasehold property, you should make sure you understand the key clauses of your lease.

<https://www.gov.uk/get-information-about-property-and-land/copies-of-deeds>.

5.2 Length of the Lease

As explained above, leasehold properties purchased under the Right to buy scheme are usually for a 125-year period. It will commence from the date the first property is sold within the building. At the end of the Lease Period Leaseholders may have the

right to extend the period of their leases subject to certain qualifications. For further information please visit; <https://www.lease-advice.org/>

5.3 Can the Lease be changed?

If the Leaseholder and Leicester City Council agree to change the lease i.e. amend an error, this can be done by a deed of rectification. For this to be carried out the Leaseholder would need to employ a Solicitor for this. It would be at the Leaseholders sole cost.

If the leaseholder or Council wish to change something within the lease and the other party did not agree then an application would have to be made to the Residential Property Tribunal. They would assess the case and give a ruling on the matter.

6. Our Service Standards

As your Landlord, Leicester City Council, is responsible for the management and maintenance of the building, in which the property your lease is situated.

We aim to deal with your enquiries to our department within 10 working days, and where there is a likelihood that we cannot respond within 10 days estimate a date by we will contact you to explain why.

Our role as a Landlord deals with services including but not exclusively:

- Raising and issuing of the annual service charge invoice
- Consulting with you on all major works & issuing notices
- Assist Investigation alongside regulatory bodies for anti-social behaviour reports
- Raising and issuing of invoice for major works
- Advising on lease agreements and ensuring compliance of our Leaseholders.
- Enforce breach of Lease agreements
- Issuing of statutory notices
- Interpretation of legislation and enforcing implementation of any changes
- Hold Leaseholder Forums
- Respond to compliments, comments and complaints
- Respond to enquiries from Conveyancers/Solicitors on sales of property

The Council's responsibilities as Landlord will also depend on the lease terms and the type of building in which the leased property is situated.

7. Roles and Responsibilities of the Building & Property

As the Landlord, subject to the lease terms, Leicester City 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, except for heating if your property is connected to the district heating system.

As a Leaseholder, you also have a duty of care to report any repairs required for the building or property.

Within Appendix I at the end of this book, is a list of items, which details who is responsible for maintaining various parts of the building and property. Please refer to the notes at the end of the appendix. **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.**

- Building- this is for the main fabric of the building owned by Leicester City Council
- Property – this references the portion leased by the Leaseholder

Table Key

- Y- indicates the responsibility
- LCC- Leicester City Council
- LH- Leaseholder
- Proportional recharge- this is dependent on the number of properties within the building and the items that you are liable for under your lease agreement

8. Reporting Repairs & 'Out of Hours Service'

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 or by calling Customer Services Repairs Line on 0116 454 1007.

If we are responsible for the repair we will undertake the work accordingly, 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.

Please note that all jobs carried out by Leicester City Council will be recharged to the Leaseholder, if appropriate. If possible we will try to let you know the cost in advance though in some cases we are unable to provide this.

8.1 Repair Categories

Our repair categories are:

Category	Description	Timescale
Priority 1	Emergency work	Deal with within 24 hours
Priority 2	Routine Repairs	Completed within 10 working days
Priority 3	Batch and programmed repairs	Surveyed within 10 working days and completed within 8 weeks to 12 months

9. Emergency and Incident

If you have an emergency with the Building or at the Property, please contact us via telephone immediately.

Leicester City Council has an emergency repair service to deal with urgent repairs outside normal working hours. If you have an emergency repair, please contact our Housing Repairs Line on 0116 4541007 and give full details of the problem. Please note that you may be charged for any repairs where it is not Leicester City Council's responsibility.

Emergency Repairs include

- Dangerous electrical faults
- Fire damage
- Heating failures involving elderly or sick people
- All major plumbing faults (resulting in large scale loss of water)

10. Communal Areas

10.1 Communal Areas

The rules for communal areas are as follows:

- All residents should not alter or damage shared areas
- Do not throw anything from the landings, balconies, corridors or windows

- All works within a communal area is prohibited without permission from Leicester City Councils Housing Department. Please refer to the section 11 within this booklet, Carrying out Works to your property
- Do not hold any communal doors or fire/security doors open. They must always remain closed
- You must follow the advisory signs in or around the buildings. For example, if the sign says 'No ball games' then you must not play with a ball in that area. If the sign says 'No Smoking' you must not smoke in that area
- If there is no cleaning service for your building Leaseholders and Tenants within the building are jointly responsible for keeping the communal areas, clear and clean
- Do not damage or change any of the security or safety equipment
- All communal shared areas, landings, stairwells should be kept free of any rubbish or household items
- There should be no items left outside front doors including mats

10.2 Drying room and facilities

You are expected to correctly use any drying facilities we provide. We recommend that you do not dry clothing and items on radiators and use the drying facilities provided to you.

10.3 Aerials, Satellite, Sky Dishes etc.

You must get permission to place any type of short or long wave radio aerial, CB aerial, Satellite dish on the Building. Please refer to the information concerning consent to external works above.

There are planning restrictions in some areas for such items to be installed on the building, and it will be the leaseholder's responsibility to obtain any planning consents required at their cost (and with the prior written approval of the Landlord).

10.4 Bin chutes

- If you find that the chute is blocked, please telephone the Customer Services Repairs helpline on 0116 4541007

We recommend:

- Items for disposal down the chute should be placed within small carrier bags do not use large disposal bags; large items (or bags) disposed of down the chute may cause a blockage
- Do not use the chute to throw away heavy items, flammable or hazardous materials
- Sharp items should be wrapped in newspaper to make them safe to handle

- Use the recycling facilities as much as possible for glass, tins, paper, etc. Do not store items for recycling in communal areas
- Always wrap nappies, food waste and sanitary items in small bags before you throw them in bins. This will protect your health and avoid attracting rats/mice and insects

You can recycle a wide range of materials and dispose of your domestic waste at:

- Gypsum Close Recycling Centre. Gypsum Close Recycling Centre, Gypsum Close, Leicester, LE4 9AB
- Freeman's Common Recycling Centre, Islington Street, Freeman's Common, Leicester, LE2 7SQ

10.5 Parking

Some Leaseholders reside in areas where there are residential parking schemes in place. This will be made clear when you are purchasing the property. As a Leaseholder you may not have an automatic right to park your vehicle.

If you do not reside in an area where residential parking is available, we ask all residents of the community to be considerate of others when parking.

We request that car parking spaces are utilised by residents who reside in properties within the immediate vicinity as we appreciate that that in some areas, parking is an issue.

Parking facilities are for resident's vehicles only and not for operating a business or for business purposes. We ask for you to respect others living in the area.

You must not park where you will block emergency vehicles or other leaseholders, tenants and visitors.

10.6 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.

10.7 Trees

Where trees are in communal areas Leicester City Council will maintain them. We will not remove any trees that do not pose a risk to property or the public.

10.8 Domestic Animals

You may require the consent of Leicester City Council to keep a domestic pet in your property. In some Buildings the keeping of pets is prohibited. All pets must be kept under control in the property and communal areas. If a pet causes a nuisance to other residents within the vicinity of the Building, this will result in an investigation regarding a potential breach to your lease.

10.9 Smoking

It is strictly prohibited to smoke or vape inside the communal parts of the building.

10.10 Illegal activity

Illegal activity within the communal area should be reported to the police, <https://leics.police.uk> (choose report) or by telephoning '101'

10.11 Asbestos

Asbestos is a fibrous mineral that was used a building material in many different products between 1950's up to 1990.

Whilst carrying out works to your home you may come across materials that may contain Asbestos. Asbestos is unlikely to be harmful in situ though if you are planning on any DIY or you have damaged material which you believe may contain asbestos please visit our website www.leicester.gov.uk and search for Asbestos.

If you would like further advice, you can contact the Asbestos team on 0116 3737930

As a Leaseholder you are responsible for the interior of the property

Permission must be obtained from Leicester City Council's Housing Department for DIY and building works. please refer to Carrying our alterations to the property section within this booklet.

11. Fire Safety

If you discover a 'Fire' telephone '999' immediately.

Guidelines of how the authority as the landlord and you as the leaseholder can mitigate the risk of a fire occurring are set out below:

11.1 Fire prevention advice for Leaseholders'

- The best protection from fire is prevention. Leicester City Council have a duty to take steps to prevent fires breaking out in the communal areas. As the

Leaseholder you should ensure that your home is as safe as possible. **Never leave cooking unattended**

- Remember, most fires in blocks of flats start within the property itself, not in the communal areas
- 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 or evacuation
- Your front door is the first weapon against fire in your building. And not just for you, but for other residents. It prevents fire and smoke from spreading to the communal areas and cutting off the escape routes
- Do not use or keep anything that explodes easily. For example, no bottled gas, bottled paraffin or petrol
- Ensure that electrical distribution equipment is kept in good condition. For example, plugs, extension leads
- Make sure heating appliances are operated/used in accordance with manufactures instructions and within a safe manner
- Smoke detectors give vital early warning of fire and provide extra time for escape in the event of a fire breaking out. You should check your smoke detector weekly to ensure it is working. If the smoke detector is not a main wired one, change the battery every year or when you need to. You should install your smoke detector in accordance with the manufacturer's recommendations
- It's important to check the doors in your flat are in good condition and that they shut properly. Never remove internal doors or wedge them open; make sure they're closed at night
- You should also make sure everyone who lives in the property knows how to get out of the building in the event of an emergency and that 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
- Do not tamper or remove any locks on the fire doors
- Do not tamper or remove the sealing strips around the fire doors
- Smoking or vaping is not permitted in the communal areas
- If you're planning alterations to doors and the internal layout of your flat, think about the implications on fire safety. Always contact Leicester City Council before carrying out any alterations. You should never alter your front door without taking advice on the implications it would have on fire safety
- Report any disrepair to the fire doors or any communal fire doors to the Customer Services Centre straight away
- Some fire doors are provided with a self-closing device fitted to meet current fire safety guidance, this should never be removed. Even altering the letterbox or adding a cat flap can reduce the affect the fire safety
- You should not alter or replace the front door to the property, if other residents are put at risk, this may result in an offence being committed

- As the Leaseholder you will be responsible for the cost of repair or replacement of passive fire protection within the building and the property

11.2 Landlord's responsibility

- Leicester City Council have a designated Building Responsible Officer who will inspect the building and its environment on a regular basis.
- They arrange for the removal and disposal of any items left in the communal areas.
- Leicestershire and Rutland Fire service undertake joint inspections with the Building Responsible Officer for several of Leicester Councils buildings annually.

12 . Anti-Social Behaviour

The Council knows that anti-social behaviour can cause a great deal of distress to individuals and communities. Leicester City council takes complaints of anti-social behaviour very seriously and are committed to providing a robust responsive service to assist our Leaseholders & Tenants.

The Leaseholder Liaison Team can offer signposting, advice and in some situation's intervention. If anti-social behaviour is causing alarm to you or the community where you live you should report it, keep records of the incidents, evidence and report them to your local police officers.

If your property is sub let and you are the Landlord, you must be aware that as the Leaseholder you are responsible for the behaviour and actions of your tenants and their visitors. Should they be found to be causing nuisance or anti-social behaviour you will be held responsible for this under the terms and conditions of your lease.

For more information on reporting anti-social behaviour, 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/>

13. What are Service Charges?

Service Charges are costs that are imposed by Landlords to recover expenses that are incurred as part of providing the service/s to you, your property and the estate where you live.

13.1 Ground Rent

This is a charge that is paid by the leaseholder to the freeholder (Leicester City Council), as a condition of the lease. This is set at £10.00 per year and invoiced annually in advance.

13.2 Service Charges

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

- Communal cleaning
- Annual servicing of lifts
- Firefighting Equipment/ Fire Safety
- Supply of communal lighting to the block (not inclusive of repairs and maintenance)
- Caretaking services (Estate Wardens)
- Supply District Heating (not inclusive of repairs and maintenance)
- Digital TV Ariel – some blocks are only authorised to have communal TV and are not permitted to have single satellite dishes -
- Grounds Maintenance
- Communal Window Cleaning
- Security Services
- Laundry Services
- All types of door entry systems
- Administration Charges
- Building Insurance

The charge invoiced to you will be based on the costs incurred and calculated by Leicester City Council in providing these services.

13.3 Management Costs

Also included in your service charges are management costs. This is a contribution paid towards the City Council's overall cost of managing our leasehold portfolio. Items included in management costs are;

- Issuing invoices and managing service charge accounts
- The day to day collection of service charges
- Investigating and responding to enquires 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

13.4 Proportion of Costs

As your landlord, we have a duty to provide certain services and your charges will be reflected upon the services that you receive. Your lease will set out the percentage or proportion of the charges that are payable by the lessee and when and how these amounts are payable and collected. Amounts payable towards service charges may vary according to your property type and the location of your home however, this will be detailed in your lease.

Your proportion of service charges will be dependent on the number of properties in the block.

13.5 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.

13.6 Sub-letting the Property- Insurance

If you have decided to sub-let the property to a Tenant (subject to the terms of your lease), you are required to obtain your own Landlord's insurance policy and you are required to send a copy of the insurance policy to the Council.

14. Major Planned Maintenance 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 requires improvement to rectify normal wear and tear or weathering. Examples of major works include; 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. The amount due will be your share of the total cost of the 'major works'. A 'major work' is a single piece of work that costs more than £250.00 per flat or maisonette.

If an entire block is being refurbished it may be necessary to ask you to move out of your property into alternative accommodation. In such cases prior written notification providing all the details of the works, timeframe, costs and other associated information will be given to you, any alternative accommodation will be provided by Leicester City Council during the period of the works. Once the work has been completed you will be able to return to your refurbished property.

14.1 Major works and Section 20

The Council is required to consult with its leaseholders about major works. Guidelines are set out in Section 20 of the Landlord and Tenant Act 1985 (as amended in the Commonhold and Leasehold Reform Act 2002).

Section 151 of the Commonhold and Leasehold Reform Act 2002 introduced amendments to the consultation process.

<http://www.legislation.gov.uk/ukpga/1985/70/section/20>

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

In instances when Section 20 consultation is not feasible (when emergency work is required), we will apply for a Dispensation Order to ensure that we are compliant with the necessary legislation.

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 – Please see the section above. 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 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 20 consultations are carried out for works carried out by external contractors. This may have taken place before you purchased the property. Our contracts are for a City-wide programme meaning work can take place on your property at any time during the contract's lifespan. Any Section 20 consultation that has taken place will be deemed to have been consulted and be in place for the all our properties where applicable. If you would like to request further details regarding pass consultations and consultations taking place, please email the Leaseholder Liaison Team. *

14.2 Major Works and 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 services 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 will write to you as leaseholders to advise you of the works to be provided, why the works are required, the contractor we intend to use and the estimated cost to you. Leaseholders are not permitted to nominate a contractor if the works are to be advertised in OJEU.

15. Paying your charges

15.1 Ground Rent

Ground rent is charged and invoiced annually at £10.00.

15.2 Building Insurance

Building insurance is charged and invoiced annually. Any amendments to the pricing will be notified to you accordingly.

15.3 Service Charge

You will receive an invoice to cover service charges just before the financial year commences. New leaseholders should receive a service charge invoice within one calendar month of their lease starting. 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.

15.4 Invoicing

For day to day repairs that are carried out within the Building or to your property, you will receive an invoice for the amount due. They will detail the job description of the work carried out and when payment is due.

15.5 Major Works Invoicing

When we advise you of the cost in the Section 20 consultation notice, you can start to make your own financial arrangements to pay the invoice when the work is completed. However, we don't require you to pay until we send you an invoice, this is after the work has been completed.

We do recognise that the cost of major works could cause financial difficulties for some Leaseholders. Payment options are available to Leaseholders who can demonstrate financial difficulties, these can be discussed with the income collection team. Contact can be made at; income.collection@leicester.gov.uk

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

16. What if I can't pay?

If you are having trouble paying your service charges, repair charges, and major works invoices please contact the Income Collection Team immediately to discuss your payment options. income.collection@leicester.gov.uk

You are in breach of your lease if you fail to pay your property's associated charges such as your service charges, repairs invoices and ground rent. It is 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 any charges applicable to the property or building, 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 that your service charges have been outstanding.

17. Financial Accounts

17.1 Queries relating to Invoicing

If you have queries relating to your invoicing or any payment plan, please contact the Leasehold Liaison Team via email. Please provide as much detail regarding your enquiry and the Leasehold Officers will investigate it accordingly.

17.2 Inspections of accounts

Under section 22 of the Tenant and Landlord act 1985 leaseholders have a right to inspect accounts, receipts and other documentation in relation to the cost of services for which a charge has been made. A time limit of 6 months to inspection requests begins on the day you receive your statement. Further information of inspection of accounts can be obtained by contacting the Leaseholder Liaison Team.

17.3 Disputing the amount of the service charge

If there is an occasion where you wish to make a general enquiry regarding your service charge, or you wish to dispute a charge you are requested to contact the leaseholder Liaison Team in the first instance.

The matter will be investigated with all parties involved. The aim would be to respond to the enquiry within 15 working days where possible. You will be provided with all the relevant information and the outcome of the investigation.

If you remain dissatisfied with our response dependent upon the nature of the enquiry you can refer the matter to the Residential Property Tribunal.

<https://www.gov.uk/housing-tribunals> or [justice.gov.uk](https://www.gov.uk/justice.gov.uk)

The terms of your lease require that all invoices for service charge and ground rent be paid in line with the requirements of your lease, even where there is a dispute.

18. Gaining entry to Leasehold property in an emergency

- Forcible entry will only be considered when we have exhausted all other avenues to contact the Leaseholder to arrange and gain access to the Building and property.
- Your lease requires you to give access for Leicester City Council to inspect your property following a 7-day notice period.
- If Leicester City Council identifies any works that are your responsibility for we will provide you with written notice to complete the works within a designated timeframe. Please see the table below detailing the timeframes in which Leicester City Council will categorise the repair.

Category	Description	Timescale
Priority 1	Emergency work	To be resolved within 24 hours
Priority 2	Repairs	Completed within 10 working days
Priority 3	Low Priority Repairs	30 days

- If you as the Leaseholder fails to do the work requested, you are required to permit the Leicester City Council to complete the work on your behalf. Please note that all costs associated to this repair will be passed onto you as the Leaseholder and we may look at taking further action under the conditions of the terms of the lease.

Unless there is an emergency, the Council cannot force entry without first obtaining a Court 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.

In emergency cases, we may have to carry out major works or undertake urgent repairs to the Building or Property. This could lead to forcible entry. If the work requires, notice and consultation via the Section 20 process, we will for safety reasons continue to carry out the work required. We will then apply for a Dispensation Order to the First Tier Tribunal which is administered by HM Courts & Tribunal Services.

19. Selling the property

We have developed a number of frequently asked questions regarding selling your property. If you have any further questions that you would like more information on please contact the Leaseholder Liaison Team. However please note that the answers to individual enquiries may be different depending on the property in question and the lease.

No	Question	Answer
1.	Do I, the Leaseholder, need the Council's permission to sell my property?	You are only required to notify the Council if you wish to sell your property within the first ten years from the date of purchase. Depending on the type of property the authority may wish to buy it back.
2.	Will I need to repay any of the Right to buy Discount?	Please refer to www.gov.uk/right-to-buy-buying-yourcouncil-home/discounts You'll have to pay back some or the entire discount you received if you sell your home within 5 years of buying it.
3.	Will I need to obtain any information from the Council when I sell my property?	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. Your Solicitor/Conveyancer will make these enquiries with the Council when drafting contracts to sell your Leasehold property.
4.	Do I need to notify the Council once the property is sold?	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 leaseholder's solicitor usually advises the Council.
5.	I have sold the leasehold property and I am still getting Leaseholder related post in my name, why?	<p>The Council's records cannot be amended until the Council has received the official notice of assignment/transfer from the buyer's solicitors. Failure to do so could mean they are in breach of the lease agreement.</p> <p>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.</p>

20. Sub-letting the property

You are permitted to sub-let (rent out) your leasehold property for short terms, 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 leaseholders of the property and therefore responsible for the ground rent, service charge, repairs and any major works costs.

If you have a mortgage on the property you will need to check your mortgage conditions allow for this. It is your responsibility to let your lender know you are sub-letting the property.

If you need to report any repairs to us whilst your property is sub-let it is your responsibility to ensure access, failure to do this could result in a charge being made to you as the Leaseholder.

Certain longer sub-lets may have implications for the repayment of discount or the Landlord's right to first refusal. **You should therefore take your own legal or professional advice in these circumstances.**

As a direct service operation for repairs, we will only carry out repairs requested by you as the Leaseholder and not your tenants

21. Keeping in touch

As a Leaseholder it is important that we can contact you to keep you up to date with information regarding the Leasehold property. We ask for you to update your contact information with us when necessary. For instance, if you change your name, address, email address, telephone number etc.

You can update your details with us by calling us or writing to the team.

Website:.....	www.leicester.gov.uk
Telephone:.....	0116 454 1007
Address:.....	Leicester City Council, City Hall, 115 Charles Street, Leicester, LE1 1FZ

The contact details for you or your family can only be updated from a formal request in writing.

22. Leasehold Forum

We hold quarterly Leaseholder Forums, for a list of dates and locations please visit our website www.Leicester.gov.uk

Leaseholder forums enable you to engage and consult with us on how we can improve service standards and promote best practice. It also gives you an opportunity to raise questions or enquiries on the services that you receive, charges or any other issues which may be affecting you as a Leaseholder.

23. Contacts for Local Community Representatives

23.1 Tenants and Resident Associations (TARA)

As a Leaseholder you can contact your local Tenant and Resident representative for your local area, they can be found on Leicester City Councils website

23.2 Councillors

As a Leaseholder you can contact the Councillors for your local area, they can be found on Leicester City Councils website.

24. Comments, Compliments and Complaints

We are always happy to receive your comments regarding the service we provide.

The Council is committed to providing continuous service improvement delivery and high levels of customer service. If you have any comments or compliments you wish to share with us please let us know via our website.

If for any reason you are dissatisfied with any aspect of the service, you can register your complaint via 'My Accounts' on the Council's website though we ask in the first instance you contact your dedicated Leaseholder Liaison Team to help resolve your query.

25. Ombudsman

If you are unhappy with a response, you can contact your local MP, Councillor or raise your concern at a Leaseholder Forum. If when reviewed you remain dissatisfied you can refer the matter to the Housing Ombudsman, or you can contact the Ombudsman directly 8 weeks after the date of the initial response. Information about the Housing Ombudsman service is also available online at www.housing-ombudsman.org.uk

26. 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.

Appendix 1.

Leaseholder Repairs Responsibilities

Category	Work Type	LCC	LH	Proportional Recharge
Roof, Wall and Ceilings in the Building	Roof	Y		Y
Roof, Wall and Ceilings in the Building	Guttering	Y		Y
Roof, Wall and Ceilings in the Building	Structure of party wall	Y		Y
Roof, Wall and Ceilings in the Building	Cladding and External Rendering	Y		Y
Roof, Wall and Ceilings in the Building	Fascia's, soffits, barge boards	Y		Y
Roof, Wall and Ceilings in the Building	External Staircases	Y		Y
Roof, Wall and Ceilings in the Building	Dry and wet risers (these are within the flats and should only be accessed by LCC staff)	Y		Y
Roof, Wall and Ceilings in the Building	Fall arrest (mechanism for contractors to work on the exterior of building)	Y		Y
Roof, Wall and Ceilings in the Building	Walls to communal areas	Y		Y
Roof, Wall and Ceilings in the Building	Steps, Stairs within the Building	Y		Y
Roof, Wall and Ceilings in the Property	Steps, Stairs within the Property		Y	
Roof, Wall and Ceilings in the Property	Internal Walls		Y	
Roof, Wall and Ceilings in the Property	Internal plaster		Y	

Roof, Wall and Ceilings in the Property	Ceilings		Y	
Roof, Wall and Ceilings in the Property	Joists	Y		Sole cost to Leaseholder
Roof, Wall and Ceilings in the Property	Floorboards		Y	
Roof, Wall and Ceilings in the Property	Skirting boards		Y	
Roof, Wall and Ceilings in the Property	Floor tiles		Y	
Roof, Wall and Ceilings in the Property	Concrete screeding		Y	
Building and Property Defects	Condensation and Damp within the Building	Y		Y
Building and Property Defects	Condensation and Damp within the property		Y	
Balconies	Balcony sub floors & coverings	Y		Y
Balconies	Balcony railings and guards	Y		Y
Pests	Pigeon infestation		Y	
Pests	Insect/rodent infestation to building	Y		Y
Pests	Insect/rodent infestation to an individual property		Y	
Fire Prevention	Fire Risk Assessment, Signage, Inspections & Surveys	Y		Y
Fire Prevention	Water Hose Reels	Y		Y
Fire Prevention	Fire compartmentation (envelope of Building)	Y		Y
Fire Prevention	Fire Detection in communal areas	Y		Y

Fire Prevention	Fire compartmentation of the property. i.e. walls within the property, doors, associated fire safety		Y	
Fire Prevention	Smoke Alarms in property	Y	Y	
Door to the Building	Entrance doors and exits to communal areas	Y		Y
External Doors to Property	Door frame to the front door	Y		Sole charge to Leaseholder
External Doors to Property	Door entry system for main communal doors	Y		Y
External Doors to Property	Front and Back Door (including letter box, spy hole, threshold, glazing, door closer) to the property	Y		Sole charge to Leaseholder
External Doors to Property	Door lock cases and mechanisms for property	Y		Sole charge to Leaseholder to maintain fire compliance
External Doors to Property	Door handles	Y		Sole charge to Leaseholder to maintain fire compliance
External Doors to Property	Profile Lock barrels	Y		Sole charge to Leaseholder to maintain fire compliance
External Doors to Property	Lost keys		Y	
External Doors to Property	Additional security		Y	
External Doors to Property	Internal doors in flat/maisonette		Y	

Window to Property/ Building	Window frames	Y		Property: Sole cost Building: Proportionate charge
Window to Property/ Building	Window fixtures and catches	Y		Property: Sole cost Building: Proportionate charge
Window to Property/ Building	Window glass (building)	Y		Y
Window to Property/ Building	Window glass (property)		Y	
Window to Property/ Building	Additional security		Y	
Gas	Gas escape within the property, in an emergency telephone Cadent (formerly known as Transco) on 0800 111 999		Y	
Gas	Cooker		Y	
Gas	Gas fires		Y	
Gas	Gas servicing and Certification for the Building	Y		
Gas	Gas servicing and Certification for the Property		Y	
District Heating	Hot & cold-water storage cylinders connected to the District Heating System in communal areas	Y		
District Heating				Y
District Heating	All components, radiators and pipes for district heating throughout the building	Y		Y

District Heating	District Heating, all components within the property	Y		Sole charge to leaseholder
Heating	Individual heating systems		Y	
Heating	Room heaters		Y	
Heating	Sweeping chimneys		Y	
Heating	Open Fireplaces		Y	
Plumbing	Main storage tank in communal loft	Y		Y
Plumbing	Hot & cold-water mains that are linked to District Heating system	Y		Sole charge to leaseholder
Plumbing	Water Burst pipe within the flat/maisonette		Y	
Plumbing	Taps and tap washers		Y	
Plumbing	Up to and including Stop tap/Tap	Y		
Plumbing	Ball valves, bath, basin, sink and blocked waste pipes		Y	
Plumbing	Hot or cold-water tanks within the flat/maisonette		Y	
Drains	Blockage to shared drainage pipes	Y		Y
Drains	Blockage within the flat waste pipes		Y	
Drains	Blockage within the flat toilets		Y	
Electrical	Communal lighting including emergency lighting	Y		Y
Electrical	Periodic electrical certification for the Building	Y		Y
Electrical	Periodic electrical testing (within property)		Y	
Electrical	Communal digital TV, Aerial /Digital cabling	Y		Y

Electrical	CCTV, External security cameras to the Building	Y		Y
Electrical	Electrical Faults within the property		Y	
Electrical	Immersion heating		Y	
Electrical	Fuses		Y	
Electrical	Emergency lighting	Y		Y
Electrical	Electrical Storage Heaters	Y		Y
Electrical	Fire Alarms and Smoke Alarms in communal areas	Y		Y
Electrical	Extractor fans in property		Y	
Decorations	Decorations to communal areas, internal and external	Y		Y
Decorations	Internal decorations to property		Y	
Communal Facilities	Car parking areas	Y		Y
Communal Facilities	Communal gardens and grassed areas	Y		Y
Communal Facilities	Communal laundry and facilities	Y		Y
Communal Facilities	Canopies over door entrances	Y		Y
Communal Facilities	Bin Shute doors	Y		Y
Communal Facilities	Lifts	Y		Y
Communal Facilities	Communal paths and gates	Y		Y
Communal Facilities	Cleaning of communal area	Y		Y
Communal Facilities	Communal laundry facilities	Y		Y
Communal Facilities	Communal Fire Doors	Y		Y
Communal Facilities	Water Management	Y		Y
Communal Facilities	Radiators	Y		Y
Communal Facilities	Lightning Conductors	Y		Y
Communal Facilities	Waylighting	Y		Y
Communal Facilities	Gas Fires	Y		Y

Communal Facilities	Painting of walls, wood work and metal works	Y		Y
Communal Facilities	Brick walls	Y		Y
Communal areas allocated to the Property	Garden areas allocated to the property		Y	
Communal areas allocated to the Property	Parking spaces allocated to the property not in communal parking's areas/spaces		Y	
Communal areas allocated to the Property	Line Posts in communal areas	Y		Y
Communal areas allocated to the Property	Driveways allocated to the property		Y	Sole charge to leaseholder
Communal areas allocated to the Property	Garages allocated		Y	Sole charge to leaseholder

- Where the responsibility is the Leaseholder it is there responsibility to arrange this works
- Where the responsibility is the Leicester City Council a nominated contractor or Direct Service will carry out the works. the cost of this job will be proportioned out to the Leaseholder accordingly. In some cases, can be the sole cost of the works/repair carried out.

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. Please also note that while we have sought to set out the respective responsibilities for the works set out above, this is not an definitive list and may vary depending on the location of the property, the matters included in the lease, and the services available in the building in which the property is situated.

Key for table above

- Y- indicates the responsibility
- LCC- Leicester City Council
- LH- Leaseholder

- Proportional recharge- this is dependent on the number of properties within the building and the items that you are liable for under your lease agreement.
- Building- this is for the main fabric of the building owned by Leicester City Council
- Property- This references the proportion leased by the leaseholder