CORNWALL HOUSING

Leaseholders' information



Know your area



Contact Numbers

For all Leasehold matters

t: 0300 1234 161 Option 4 and ask for the Leasehold Team.

Leasehold East properties in the area shown on the map above, including Leases issued by the former Caradon and North Cornwall District Councils.

Leasehold West properties shown on the map above, including Leases issued by the former Carrick District Council.

Send mail to

Leasehold Team, Chy Trevail Beacon Technology Park, Bodmin PL31 2FR

Legal Services

Legal Services helpline 01872 322950

Cornwall Council 3W, New County Hall Treyew Road Truro TR1 3AY

Reporting repairs/out of hours emergency repairs

You can report a repair that is the Council's responsibility by:

- t: 0300 1234 161 Option 3
- e: info@cornwallhousing.org.uk
- completing the online form www.cornwallhousing.org.uk
- text messaging **07941 712 712**
- write to us or
- call in at one of our offices

Please give as many details of the fault as possible to avoid misunderstanding and delays.

Gas leaks must be reported immediately to the National Gas Emergency Service:

t: 0800 111 999

Leaseholder information

Knowing your lease

Flats and maisonettes have been leased since the 1980's. Since then there have been various changes to both legislation and Council policy which have resulted in changes to our standard lease. This means that, although the leases granted by us follow a standard form, there can be variations. These variations particularly affect how we charge for major repairs and improvements.

The following is a guide to what you can expect to find within your lease, but it is not a definitive interpretation of it.

The lease is a contract between you and the Council. At the beginning it explains the meaning of the key terms used in the lease. It then gives details about what you and the Council are required to do and the rights that you and the Council have under the lease.



Common terms used in the lease

The **lessee** is you as owner of the flat or maisonette.

The financial year runs from 1 April to 31 March.

The **Building**. This is the block name or if you live in a house within a street, the address of the house. This part of the lease identifies the block or house within which you have bought.

The **Common Parts** means the parts of the block, house and estate that are not included within the flat or maisonette you have bought and which are not separately let to other owners or occupiers. It is our responsibility to repair and maintain these parts, and you will have to contribute towards the cost of cleaning, maintenance, repair and improvement. These parts include:

- communal staircase or corridors
- lifts
- roof
- foundations
- external walls or walls dividing your flat from

another (but not the internal faces of walls within your home)

external window frames

The **Demised Premises** is the part of the block or house which you have bought, in other words the internal shell of your flat or maisonette. It is your responsibility to maintain this part of the block or house. For example:

- the floor surface, including floor boards or floor screed and balcony floor asphalt
- the ceiling plaster or plaster board
- the wall plaster or plaster board
- the walls, excluding the exterior walls and walls dividing the flat from other flats or common parts
- the internal surfaces of the exterior window frames
- window glass
- all doors and door frames

Your responsibilities

Your exact responsibilities depend on your lease but you are generally required:

- to pay a proportion of the Council's reasonable costs of managing and maintaining the block and estate and of the Council fulfilling the lease requirements. This includes day to day services and the cost of major repair works such as roofing
- to pay the ground rent and all other charges for which you are liable at the times stated
- to keep your home in good repair and condition
- to advise Cornwall Council's legal section if you sell or sublet (where subletting is allowed) your home, and meet our costs of registering the subletting or sale
- to use the flat or maisonette as a single private flat for residential use
- not to allow nuisance within your home which may annoy or cause inconvenience to your neighbours
- not to carry out alterations or improvements to your home without our prior written consent
- to repay any discount that is repayable if you sell the property
- not to keep a dog, cat or other animal in your home without our prior written consent
- not to erect an external aerial or other television/radio receiving apparatus without our prior written consent

The Council's responsibilities

Again, these depend on your lease but the Council is generally required:

- as far as is possible to ensure that every lease contains the same obligations and regulations
- to keep the structure of the buildings in good repair and condition
- to insure the block or house, including your flat but excluding contents, and the estate against loss or damage by fire and any other risks which it may consider appropriate.

Your rights

This depends on the lease, but you generally have the following rights:

- the right for you or any other person going to or leaving your home to use any part of the estate or block that provides access or exit to or from your home
- the right to have access to a water and electricity supply

The Council's rights

This depends on the lease, but in general the Council has the right to:

- run and maintain electricity cables or water or gas pipes from any other part of the estate or block through your flat or maisonette
- enter and remain in your home for a reasonable period, subject to reasonable notice, to carry out any works to common areas or structure
- extend or carry out alterations or improvements to the block or estate, excluding your flat or maisonette
- close, divert, stop up, substitute or alter any roads, footways or gardens on the estate

Subletting

There are generally no restrictions in the lease preventing the subletting of the whole property. However, you must use your home as a single private residence for an individual or an individual and their family as their only or main home. If you have a mortgage, your lender will probably have restrictions on subletting such as rural restrictions which mean that the person must have lived or worked in Cornwall for the last 3 years. You should get permission from your lender before you go ahead.

Your solicitor must also register the subletting and any further underletting by supplying Cornwall Council's legal section with a copy of the tenancy agreement. There is also a registration fee payable each time the tenant changes and for each underletting (registration fee approximately £100).

If you sublet your home, you are responsible for your tenant's conduct. It is therefore important that your tenancy agreement includes the same rules and regulations that apply to you as a lessee.

Service charges

Leasehold legislation

There are two main areas of law that govern what service charges we are entitled to recover from you. The first is your lease, which details your liability for service charges and when payments have to be made. The second is government legislation. Sections 18 30 of the Landlord & Tenant Act 1985 and the Leaseholder Reforms Act 2002 are the most relevant. Acts of Parliament do occasionally get amended and if there are problems you should take expert legal advice. They detail what a service charge is, how you must be consulted about service charges and your rights as a lessee to query any charges made.



If all the flats in a building were sold, we would recover from leaseholders 100% of the costs of managing and maintaining the common parts of the building. If you are the only purchaser in your building you pay your share of the costs and we pay the remaining charges on the behalf of tenants. This is then reflected in tenants' rents.

What your service charge pays for

Communal cleaning

Our contractors carry out estate and individual block/house cleaning. This is done on a programmed basis so that some jobs are done every day, every week and others less often. Further information can be obtained on request.

Grounds maintenance

Our contractors cover grass cutting, hedge trimming, weed spraying and planted areas within the estate boundary and proportioned between all the properties within that estate boundary. As with communal cleaning, we monitor this service to make sure the work is carried out to the



standard set. The charges for this service appear in your annual statements/schedules.

Block repairs and maintenance

Your service charge will include items of day to day repair required to maintain the building such as roofs, communal doors and windows, common areas of the block, and shared facilities such as drains, gutters and downpipes.

Planned servicing costs

Servicing costs refer to regular maintenance work to ensure that machinery and systems are in good working order and do not wear out prematurely. Some work is for the benefit of residents' health or safety. Examples include regular maintenance of:

- Door entry systems
- Emergency lighting
- Cold water storage tanks
- Communal lighting
- Health and Safety (smoke alarms, fire alarms, sprinkler systems, reviewing risk assessment etc)

Communal electricity

You contribute to communal electricity for your block, including the supplies for outside lighting, staircases and corridor lighting, smoke alarms and any other communal electricity within your block.

Communal heating and hot water

Communal heating and hot water systems are provided in a very few developments in Cornwall. Charges for heating and hot water are reviewed each year to reflect the actual running costs for each scheme.

Management costs

Management fee

These are the costs of providing the service charges, statements/schedules, tendering of contracts, carrying out estate maintenance and inspections, monitoring contracts, responding to enquiries/complaints relating to service charges, consultations.

Paying your service charges

Payment of service charges is due within fourteen days of receipt of the bill, however, we accept that some people may find it difficult to make an annual payment. To offer you greater choice we operate a scheme to let you pay monthly or quarterly by Standing Order. Please contact Cornwall Council Finance Department on 01209-614340 to make an arrangement which is financially affordable.

Repairs and improvements

Repairs and improvements are split between day-to-day maintenance and major repair or improvement works.

Responsibility for repairs

Your lease tells you who is responsible for repairing the various elements of the estate, block/property.

As a rule, you are responsible for maintaining the interior of your flat excluding any structural items and communal services. We are responsible for maintaining the rest of the block and estate, for which you are required to pay a proportion of the cost.

Reporting repairs

You can report a repair that is the Council's responsibility by:

- t: 0300 1234 161 Option 3
- e: info@cornwallhousing.org.uk
- completing the online form www.cornwallhousing.org.uk
- text messaging 07941 712 712
- write to us
- call in at one of our offices

Please give as many details of the fault as possible to avoid misunderstanding and delays.

Gas leaks must be reported immediately to the National Gas Emergency Service:

t: 0800 111 999

The 'quick reference guide' on the following pages indicates the general division between landlord and leaseholder repair responsibility. However, the exact responsibilities will be contained in your lease.

Please note that if the repair is the Counil's responsibility, you as a lessee will have to pay a proportionate cost for these works.

Repairs and who is responsible

Type of Repair	Council	Your responsibility
Plumbing		
Re-washer mains stopcock		
a) To block	✓	
b) Inside dwelling		✓
Repair burst or leaking water pipe		
a) Up to and including main stopcock	✓	
b) Beyond stopcock		✓
Repair/replace water storage tank		
a) Communal	✓	
b) Individual		✓
Repair or replace bath, basin, sink, taps, WC.		✓
Repair leaking waste pipe, trap, fitting etc., including branches up to the soil stack.		✓
Clear blockage or repair to main soil stack, rain water pipes and gutters	✓	
Carpentry		
Communal Flooring		
a) Joists/wall plates	✓	
b) Floor boards	✓	
c) Floor tiles	✓	
d) Concrete floor slab	✓	
e) Concrete floor screed	✓	
Flooring within flat		
a) Joists/wall plates	✓	
b) Concrete floor slab	✓	
c) Floor boards		✓
d) Concrete floor screed		✓
e) Floor tiles		✓
f) Skirting boards		✓
Roof structure and covering	✓	
Staircase repairs		
a) Communal	✓	
b) Within flat		✓

Type of Repair	Council	Your responsibility
External window frames		
a) Frame [see Note 1]	✓	
b) Sashes [see Note 1]	✓	
c) Fixtures/fittings/locks [see Note 2]		✓
d) Cords and weights	✓	
e) Putties	✓	
Communal window frames		
a) Frame	✓	
b) Sashes	✓	
c) Fixtures/fittings	✓	
d) Cords and weights	✓	
e) Putties	✓	
Glazing		
a) Communal windows	✓	
b) Windows to flat (including associated replacement of putties)		✓
Flat entrance doors		
a) Frame		√ *
b) Door		√ *
c) Fixtures/fittings/locks		√ *
Doors internal to flat		
a) Frame/lining [see Note 3]		✓
b) Door		✓
c) Fixtures/fittings/locks		✓
Communal doors		
a) Frame	✓	
b) Door	✓	
c) Fixtures/fittings/locks	✓	
Forced entry to flat		
a) Break-ins through door		✓
b) Break-ins through window - damage to frame	✓	
c) Break-in through window - glazing only		✓
Repairs to fitted units/cupboards in flat		✓

^{*} You are responsible for your front door and frame, however it is vital that we minimise the spread of fire within all properties that have communal spaces (landings, corridors etc.). All doors that open onto communal spaces, should now meet a minimum standard of **FD30S**. This is a 30 minute fire door with intumescent fire and smoke seal and self closer.

All fixtures and fittings must not compromise the rating of the door. If you are considering changing your door, or are concerned that your current door may not meet this standard, please do contact us on 0300 1234161 and we will arrange for one of the windows and doors team to contact you.

Type of Repair	Council	Your responsibility
Electrical		
In flat		
a) Repairs to all fuses - excluding EB repairs		✓
b) Renewal of consumer unit (fuse board)		✓
c) Rewiring		✓
d) Renewal/repair of Fittings		✓
e) Repairs to individual door bells		✓
Communal		
a) Rewiring	✓	
b) Renewal/ repair of fittings	✓	
c) Repairs to communal door entry systems including equipment within flats	✓	
Heating		
Heating and hot water appliances		
a) communal system, excluding equipment	✓	
b) Individual system		✓
c) Flue liner		✓
Miscellaneous		
Plaster		
a) Communal	✓	
b) In flat		✓
Decorating		
a) In flat [See Note 4]		✓
b) Communal decorations	✓	
Ventilation plant		
a) Communal	✓	
b) Individual (Ventaxia)		✓

Note 1: The surfaces of these items which are internal to the lessee's flat are the lessee's responsibility to decorate.

Note 2: Where the Council has installed sealed PVCu windows, the Council will repair or replace the fittings and locks and arrange for any glazing repairs. However, we will charge for this service.

Note 3: Where the door is a composite of an external window (i.e. it is an integral part of the window - e.g. typically balcony doors) the Council will repair or replace the frame.

Note 4: Unless the damage is a consequence of the Council disturbing the decorations to carry out works to the structure. Where damage to decorations caused by water penetration as a result of a defect to the structure or the actions of other residents (e.g. over-flowing bath, washing machine etc.) leaseholders may be able to claim on Cornwall Housing Limited's building insurance.

Major repairs and improvements

Major repairs and improvements are generally carried out as part of a programme of work. Examples of works which are usually programmed

- roof renewals
- window renewals
- external and communal redecoration

Consulting you about major works

We are committed to consulting our residents at all stages of a major works project. In most cases, leaseholders are entitled to be formally consulted where the estimated cost of works is likely to be more than £250 or more per leaseholder. Therefore, if the total cost of work to the block is more than the sum of £250 multiplied by the number of flats in the block then consultation must be undertaken.

This procedure is called Section 20 consultation. The term comes from Section 20 of the Landlord & Tenant Act 1985, [as amended by the Service Charges (Consultation Requirements) (England) Regulations 2003] that gives leaseholders the right to be consulted about certain qualifying repairs.

The first stage of the consultation is a letter describing the proposal and giving the reasons for considering the proposed works necessary and inviting leaseholders and any Recognised Tenants Association (RTA) to make any observations on the proposed works in writing. This letter also invites nominations for the name of any person who the RTA or any leaseholder believes should be invited to provide an estimate for the proposed works. Replies to this letter should be submitted within 30 days.

Estimates for the work will then be obtained by selecting contractors and tendering works in accordance with our Contract Standing Orders.

This more than covers minimum requirement to obtain two estimates. Also one estimate should be sought from any person nominated by a RTA or leaseholder, according to the requirements of Section 11 (1) – (4).

Following receipt of the estimates a statement must be prepared and supplied free of charge, setting out, as regards at least two of the submissions, the estimated cost of the proposed works. Where the landlord has received observations then there should also be a summary of the observations received and the response to them.

All estimates received should also be made available for inspection. At least one of the estimates must be that of a person wholly unconnected to the landlord.

The second letter to leaseholders will include the statement and also the summary of observations, it will also advise where and when all the estimates will be available for inspection. The letter will also advise that there is a 30 day period allowed for observations on the information contained therein.

If observations are received then the Council, as landlord, is required to have regard to the observations in respect of the estimates.

If the nominated contractor or the lowest tenderer is not appointed then a further letter giving notice (within 21 days of entering into contract) of the reasons for the awarding of the contract and summarising the observations and the responses will be sent.

Unless the works are urgent, they will not commence before the end of this consultation period.



If you have a complaint about major works

You should report any defective work to Cornwall Housing. Remember, the sooner you report any problems with the work, the sooner they can be investigated and sorted out. We have very limited power to get faults rectified once the final certificate is issued.

How often are major repairs needed?

All parts of a block have a different life expectancy. It will not be the same for wooden window frames, felted roofs, lifts, entry phones, etc. Most parts will need renewal or improvement eventually.

Is there a limit to the costs?

This depends on when you bought your flat and what was contained in the Notice (under Section 125 of the Housing Act 1985) issued when the lease was first purchased from the Council. In section 5 of the Notice the details of works of repair anticipated to be undertaken during the 'initial period' (this is normally the first five years of the lease) are listed.

If during the initial period of the lease repairs are undertaken that are not listed in the appropriate section of the form then no recharge can be made for the works. If an item of repair is listed then the total recharged cannot exceed the amount given on the Notice by anything more than the rate of inflation.

This protection limits the amount you have to pay for major repairs carried out during, approximately, the first five years of the lease. During this initial period you will only have to pay for the works and costs listed on the original offer notice plus any allowance for inflation.

When we bill you for major works, we will advise you of your liability for costs.

Improvement works

Improvements are, generally speaking, works which involve providing something for the first time, for example building a tenants' hall where none existed before.

Section 6 of the Notice (under Section 125 of the Housing Act 1985) gives details of the anticipated works of improvement to be undertaken during the same period.



Insurance

The Council owns the building where you live, so we are responsible for insuring it. Building Insurance only covers the structure and common parts of the block (a propotion of the insurance is charged annually for the block). This insurance does not cover the contents of your home such as your furniture and other personal possessions. For these you need to take out your own contents insurance policy.

Building insurance

As stated in your lease, we insure both the estate and the building against damage caused by certain unexpected events. These are known as perils.

Building insurance usually covers damage caused to the building by any of the following perils:

- fire
- lightning
- aircraft
- explosion

- earthquake
- riot/civil commotion
- storm
- malice/vandalism (not graffiti)
- flood
- burst pipes or tanks
- subsidence
- theft damage
- accidental damage
- impact
- malicious persons

In the case of malicious or theft damage you should report the matter to the Police immediately and obtain a crime number.

Under the terms of the Housing Act 1985, paragraph 14 of Schedule 6 (Covenants by the Landlord); it is the responsibility of the Council, to re-build or reinstate the flat and the building, in which it is situated. (In the event of destruction or damage caused by fire or other disaster of the class against which it is normal practice to insure). In view of this covenant, regardless in fact of whether the loss was covered by insurance, the Council would be bound to re-build or reinstate the building following damage by one of the normal property perils.

If we make a claim on our building insurance, we will pay any excess and charge you your proportion of it.

The insurance includes damage caused by the actions of another lessee or tenant. This only applies to damage caused to the structure of the building, or other elements covered by the building insurance. Damage caused to your personal belongings must be claimed on your own contents insurance.

Making a claim

In the case of damage to a part of the building that it is our responsibility to maintain, we will submit a claim if it is cheaper to pay the excess than to do the repair.

If the insurance company decides not to settle your claim, they will write to advise you of their decision. You are then responsible for meeting the cost of the repairs yourself.

Public liability insurance

We have a legal duty to meet claims for accidental loss, damage or injury where the Council is at fault. To make a successful claim, you will need to prove that:

- the Council owed a duty
- the Council was in breach of that duty and
- you have suffered loss or damage as a direct result

Contents insurance

Our insurance does not cover your personal belongings against accidental loss or damage. Therefore, if items such as your furniture or carpets are damaged, you will not be able to claim successfully on the building insurance, regardless of the cause of the damage.

You may be able to claim against the Council, but only if you can prove that the damage was caused by an act of negligence by the Council.

You are strongly recommended to take out your own contents insurance (see 'Taking out contents insurance' below).

Taking out home contents insurance

Home contents insurance makes sense for homeowners, as it protects your possessions from theft, fire and other accidental damage. The other advantage is that you will not have to prove that we have been negligent in order to make a successful claim. Items in your home which are normally protected by contents insurance include:

- furniture
- clothing
- carpets and curtains
- jewellery
- television, video, stereo etc.

It is a good idea to shop around for the best insurance policy, and the Council recommends that you take out a policy that includes third party cover. This provides cover if another person makes a claim against you. For example, you may be liable for the damage if you leave a tap running and flood your neighbour's flat.

The premium you will have to pay depends on a number of factors, such as the value and type of contents, incidence of burglary in your area and the type of locks fitted to your doors.

We strongly advise you to take out your own contents insurance. We also recommend that you carefully check the conditions that apply to any insurance that you have. For example, your contents insurance may specify the types of locks to be fitted to your doors etc. If you do not comply with these requirements you may invalidate your insurance cover (see 'Taking out home contents insurance' opposite).

Contractors' insurance

All contractors (builders, cleaning companies etc.) who work for us are fully insured against claims where they are at fault.

What can I claim for?

Any damages caused by an act of negligence by the contractor, for example:

- damage to a part of the building that is yours to maintain, or to your personal belongings
- any damage or personal injury which you suffer, or which is caused to your family or friends visiting your home

Making a claim

You should make a claim in writing to the contractor immediately and send a copy to our office. If you do not send in the claim immediately it may not be accepted.

You should not repair, replace or dispose of the damaged articles until the contractor or his insurance company has given you the written permission to do so.

Settling your claim

The contractor will not necessarily submit your claim to their insurers. If the contractor feels that your claim is valid, they may choose to settle with vou direct. Otherwise they will refer the matter to their insurers for a decision.

Either the contractor or the contractor's insurance company should confirm the result of your claim to you in writing. If you do not hear anything within a reasonable time you should contact us and we will ask the contractor to deal with the matter. In the end it is the contractor's responsibility to deal with your claim.

Cyclical programme

Cornwall Housing carry out regular maintenance to all our estates but every building requires major work during its life. This can include renewing

key components of the building such as the roof, installing new facilities such as entry phones, internal decoration of communal areas, or carrying out improvements to bring your estate up to modern day standards. We also carry out external decorations and associated repairs which are carried out on a cyclical basis every 7 years.

If your building is affected by any 'minor works' under £250 we will endeavour to contact you with the estimated costs prior to any works being carried out.

Where work is going to cost more than £250 per leasehold flat, you have a legal right to be consulted about the work before the work begins (Section 151 of the Commonhold and Leasehold Reform Act 2002). You will receive a 'Notice of Intention' which you have 30 days to respond in writing and you can comment on the scope of the works and/or nominate a contractor in some circumstances.

If we still propose to continue with the work following this period of consultation, a further notification, referred to as a 'Section 20' notice, is sent containing details of the work and the estimated costs. You will then have 30 days to give us your comments.

As the freeholder of the building, we have a responsibility under the lease to repair and maintain the building fabric. However, we are committed to consulting all residents, including leaseholders, at all stages of a major works project.

ASB information

If a leaseholder is experiencing anti-social behaviour from a Cornwall Housing tenant or property they should contact Cornwall Housing using 0300 1234 161 and report it to the area housing officer. If the nuisance behaviour is high level or persistent it will be passed to Cornwall Housing specialist anti-social behaviour team for action.

If the issues do not relate to either Cornwall Housing tenants or properties, anti-social behaviour should be reported to the appropriate agency, which includes Devon and Cornwall Police or Cornwall Council's Environmental Health Team.

Frequently asked questions

What is 'Ground Rent'?

This is payment for the land on which the flat

What are service charges for?

These are for services, repairs and maintenance at the block where your flat is situated, and include such things as communal cleaning, communal electricity, grounds maintenance (maintenance of grass, hedges, car parks etc), building insurance contribution repairs to communal lighting, door entry systems, fire appliances, drains, gutters, downpipes etc.

Am I likely to receive a large service charges bill 'out of the blue'?

If any one item of work is likely to cost more than £250.00 per flat then we must consult you in advance of the work being started. Please and responsive repairs to the block and over a year several smaller items of work can mount be made by any resident and you may not be during the year.

I want to make alterations to my flat do I need to tell you?

You need to obtain 'Landlord's consent' before you make alterations to your flat and this is in addition to any planning permissions or building control consents required for the work contact the Homes and Investments Team, by calling 0300 1234 161 option 4

I'm experiencing anti-social behaviour, who should I contact

Please contact your Housing Officer

My mortgage lender wants proof I have **Buildings Insurance cover, what can I do?** to provide a Summary of Insurance for you.

Selling your flat

You need to obtain a Deed of Assignment from the legal services section of Cornwall Council, it is also very likely that the prospective purchaser's conveyancer will want information about the lease and property which is also dealt with by the legal services section.

Emergency contact details

In the event of an emergency, we may need our Leasehold Team to provide them with a contact number(s), email address (if any) and your Next of Kin details. This will help us if there is a fire, flood, etc in the block. Please note that this information is just for our records and will not be shared with any third party.

The Council's responsibility

Please be aware that when it states that it is the responsibility of the Council to do certain repairs, the charge is then proportioned between the number of flats in the block and all Leaseholders are charged.

How can I extend my lease?

before serving notice requesting a lease extension. You should appoint a solicitor to

What about loft space?

The loft is the responsibility of the Council and under no circumstances should anything be stored in there.

Please check the Cornwall Housing website for updated information for leaseholders

www.cornwallhousing.org.uk

Contact us

For advice and guidance please email us at: info@cornwallhousing.org.uk

Call us on:

0300 1234 161

Text us on:

07941 712712



If you would like this information in another format or language please contact:

Cornwall Housing Ltd, Chy Trevail, Beacon Technology Park, Bodmin, Cornwall PL31 2FR

e: communications@cornwallhousing.org.uk t: 0300 1234 161

July 2019 JN45833

