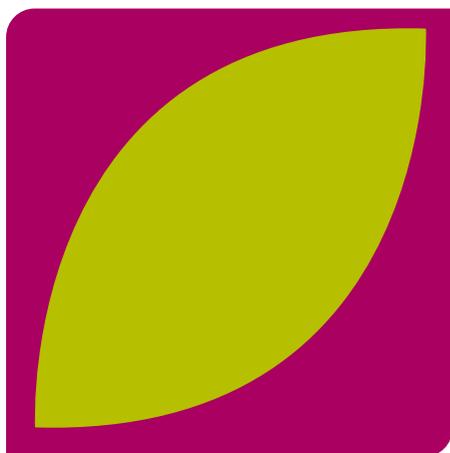


**Leasehold  
handbook**



**A guide to  
your lease**





**This guide explains both your responsibilities as a leaseholder or shared owner and our responsibilities as the freeholder or landlord. It also contains information about service charges and how to pay, as well as what to do if you want to buy more of, or sell, your home.**

**This guide will give you general information. For specific information on your rights and responsibilities, please refer to your lease agreement.**

**There are useful contacts at the end of this guide if you require more information.**





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## Your lease

Your lease is a contract between us as the landlord or freeholder and you as the leaseholder. It includes information about:

- Paying service charges and your rent if you are a shared owner;
- Your repairs and maintenance responsibilities;
- Buying more shares in your home if you are a shared owner;
- Selling your home;
- Making alterations and improvements;
- Insuring your home;
- Terminating the lease.

Please read your lease for specific details of your contract. Your lease will include a plan to show your home, the block it's in, and your garden. Your solicitor should have provided you with a copy of your lease when you bought your home. It's an important document so please keep it in a safe place and make sure you have read and understood it.

## Extending your lease

If you have been a leaseholder of your home for more than two years and own 100 percent of your home if you are a shared owner, you have the right to apply to extend the term of your lease. There will be fees to extend your lease. There are two ways to extend your lease:

1. By making an application under the Leasehold Reform, Housing and Urban Development Act 1993;
2. By agreement with us.

## Your responsibilities

### Service charges and ground rent

You are responsible for paying us for your share of the cost of maintaining, managing, repairing, insuring and improving your home and estate. The charges include communal lighting, repairs, cleaning and gardening, as well as buildings insurance and management fees. Your lease explains what we do and don't charge for in more detail.





The cost of these services is divided between all the homes in your block and we will only charge you for the services you get.

As well as service charges you may also have to pay ground rent each year. Ground rent is rent paid under the terms of a lease by the leaseholder to the owner of the land.

See 'Paying your service charges and ground rent' (section 6) below for more information on how to do this.

### Permission for alterations

If you want to make alterations to your home such as structural, architectural appearance, principal walls or timbers, you will need to get our permission first by completing the home improvements and alterations form. You must also get our written permission before you build any additional or substitute structures, enclose the porch or put up any fences, walls, poles, wires or aerials.

You do not need to get our permission for decorating, fitting wardrobes or cabinets, or replacing carpets, light fittings, kitchens or bathrooms, if they do not affect the building's structure. You can find a complete list on our website ([www.chp.org.uk/repairs-and-alterations](http://www.chp.org.uk/repairs-and-alterations)) or we can post you a copy.

### Subletting

Subletting is when you rent your home to another person. You must get our permission first.

You are not allowed to sublet your home if you are a shared owner or you bought your home with an equity loan. If you are a leaseholder, we will need to check the terms of your lease to make sure there are no restrictions before we agree to subletting.

If you sublet all or part of your home, we will contact you and not your tenant. You are responsible for paying service charges, your tenant(s) actions as well as the behaviour of their visitors.





## Gas servicing and fire alarms

You are responsible for making sure gas appliances in your home are working properly and serviced every year. You are also responsible for installing and regularly testing your smoke alarms.

We are responsible for maintaining, repairing or replacing your external doors, windows and glass and making sure they comply with fire regulations. If you live in a flat, you cannot change the front door. Please contact us if you would like to change your front door.

If you live in a block you should read the fire safety instructions on the communal notice board to make sure you know what to do in the event of a fire. Please check the board regularly for updates and news.

## Our responsibilities

We want you to enjoy living in your home and will not disturb you unless necessary. We are responsible for insuring the building as well as maintaining and repairing its structure. This includes the:

- Roof;
- Communal plumbing and drainage;
- Communal staircase(s);
- Communal door entry systems;
- Decorating communal areas;
- Communal heating systems;
- Communal TV aerial(s).

If you need to book a repair for a communal area you can do this by emailing [repairs@chp.org.uk](mailto:repairs@chp.org.uk) or by contacting us on 0300 555 0500. While we are responsible for these areas, we may charge you, and others living in the block, for the work.

## Consulting over charges for major works

We must consult you if we are replacing or repairing parts of your home or block and the cost is going to be more than £250 per household. We may also need to consult with you if we are appointing a contractor for grounds maintenance, communal cleaning, cyclical decoration or lift maintenance. This is a legal requirement and comes under Section 20 of the Landlord and Tenant Act 1985 (amended by section 151 of the Commonhold and Leasehold Reform Act 2002).





We will consult you in two parts:

1. We will send all leaseholders in the block a Notice of Intention. This describes the work and how long we expect it take. If you would like us to consider using a specific contractor for the work, you can nominate them at this point. We will invite them to tender for the work. If you have any questions about the work, you must put them in writing to us before the Notice of Intention expires (usually 30 days);
2. We will send all leaseholders in the block a Notice of Estimates. This will explain the estimated costs from at least two contractors who have tendered for the work(s). You will have a further 30 days to contact us with any questions or comments about the work(s). To help spread the cost, you can start to pay for the work from this point.

If we do not appoint the cheapest contractor, or a contractor that you nominated, we will send you a Notice of Reason explaining our decision.

If you are selling your home you must tell your buyer about any planned major work(s) and provide them with a copy of the Notice of Intention, Notice of Estimates and Notice of Reason.

For more information about Section 20 visit the Lease Advice website at [www.lease-advice.org](http://www.lease-advice.org).

## **Paying your service charges and ground rent**

We will send you an estimated service charge invoice in February or March every year. This will be the amount that we will charge you for the coming financial year (1 April to 31 March). These are estimated costs based on what we have spent in the previous year.





If you are a leaseholder, payments are due on 1 April, 1 July, 1 October and 1 January. If you are a shared owner, payments are due on 1 of every month. It is your responsibility to remember to pay your bill by these dates as we don't send reminders. The best way to pay is by direct debit as you can't forget to make a payment. Direct debits can be set up over the phone. If you don't want to set up a direct debit, you can pay in any of the following ways:

- 24-hour automated telephone;
- App;
- Cheque and cash;
- Debit/credit card and recurring payments;
- Internet payments;
- SMS message;
- Standing order.

We will send you an actual service charge statement in September every year. This will be the difference between the estimated service charges and the actual charges from the previous financial year. Any differences in costs will be added or subtracted in the next estimated statement. Actual service charge statements are not a demand for payment.

As well as service charges you may also have to pay ground rent each year. Ground rent is rent paid under the terms of a lease by the leaseholder to the owner of the land. This must be paid in full on 1 April. We will send you a separate invoice for ground rent.

It is a breach of your lease if you don't pay on time, which could lead to legal action. If you disagree with the charges or have trouble paying, please contact us for help.





## Buying and selling

If you own your home outright and want to sell it, you must let us know because when you sell your home the lease is assigned to a new person not terminated. Selling your home is called an Assignment of Lease.

If you are a shared owner and want to sell your home, you must follow a specific process. This includes letting us know first so that we can offer it to those who have priority for low cost home ownership. Your lease explains the process in more detail including how long we have to find a buyer. This is called a nomination period and usually lasts between four and eight weeks. It will save you estate agent fees if we are able to find a buyer for you. If we haven't found a buyer for your home by the end of the nomination period, you can sell your home on the open market.

If you are a shared owner, you may be able to buy more shares in your home so that you own more of it. This is called staircasing. Benefits of staircasing include:

- You pay less rent;
- You will have more equity (more money) if you decide to sell your home;
- You have more flexibility in how you sell your home if you own it outright (although your lease may still give us first refusal to buy it from you).

For more information about staircasing, please read your lease agreement. Your rent account must be up to date to apply to buy more shares in your home. We also recommend that you speak to your mortgage lender to make sure you can afford to buy more shares. You should also take legal fees and increased mortgage payments into consideration.

## Insurance

It is our responsibility to arrange buildings insurance which covers damage to the structure of the building. Your service charges cover the cost of the insurance. You can't opt-out or arrange cover with another insurer.





If you need to make a claim, you must contact the insurance company directly.

You can find this information on the Summary of Cover, which we send you each year. For more information, visit our website: [www.chp.org.uk/insurance](http://www.chp.org.uk/insurance).

Buildings insurance doesn't cover your possessions, furniture or goods within your home. We recommend that you insure the contents of your home to cover the cost of replacing your possessions if there is a fire, flood or other damage.

## Management of the block / estate

Our estate rangers carry out regular estate walkabouts to check for any repairs and the standards of communal area cleaning and grounds maintenance. You can check the communal notice boards to see when they visited.

If you need an extra communal door entrance fob, please contact us. The fee is £12.00 (plus £2.50 postage if required).

We want you to enjoy living in your home and provide an anti-social behaviour service. If you experience or see anti-social behaviour, contact us to report it as soon as possible. You should report crime directly to the police.

## Our fees

We charge an administration fee for some services we provide such as extending the lease. Please contact us or visit our website at [www.chp.org.uk](http://www.chp.org.uk) for a full list of these charges.

## Useful contacts

### Leasehold Services Team

For questions about your lease and responsibilities contact our Leasehold Service Team. Call the team on 0300 555 0500 or email [leasehold.services@chp.org.uk](mailto:leasehold.services@chp.org.uk).





## **Welfare benefits advice**

For help and support maintaining your lease, claiming benefits and maximising your income, and managing your home, contact our Welfare Benefit Advisors on 0300 555 0500 or email [enquiries@chp.org.uk](mailto:enquiries@chp.org.uk).

## **Lease**

Free independent advice for residential leaseholders at [www.lease-advice.org](http://www.lease-advice.org).

## **Citizens Advice**

For information and advice or to find your nearest branch call 03444 111 444 or visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

## **First Tier Tribunal**

For help with applications, appeals and references relating to disputes over property and land contact First Tier Tribunal on 01223 841 524 or email [rpeastern@justice.gov.uk](mailto:rpeastern@justice.gov.uk).



Please contact us if you would like a copy of this document in large print, on CD or in another language.

Proszę się z nami skontaktować, żeby otrzymać ten dokument w wersji dużym drukiem, na płycie CD lub w innym języku. (Polish)

倘若您需要本擋以大字體、音頻格式(CD)或另外一種語言提供、請聯絡我們。(Cantonese)

Bu belgeyi büyük boyutlu baskı olarak, CD ortamında veya başka bir dilde edinmek istiyorsanız lütfen bizimle irtibata geçin. (Turkish)

Kreipkitės į mus, jei norėtumėte gauti šio dokumento kopiją stambiu šriftu, jo garso įrašą kompaktiniame diske arba jei norėtumėte jį gauti kita kalba. (Lithuanian)

আপনি যদি এই নথিটির একটি কপি বড় অক্ষরের ছাপায় সিডি ভে অথবা অন্য একটি ভাষায় পেতে চান অনুগ্রহ করে আমাদের সাথে যোগাযোগ করুন। (Bengali)

## IF YOU HAVE ANY QUERIES PLEASE CONTACT US:

Tel 0300 555 0500  
Text relay 18001 0300 5550 0500  
Email [enquiries@chp.org.uk](mailto:enquiries@chp.org.uk)  
Write to Myriad House,  
33 Springfield Lyons Approach,  
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@CHPHomes

