

# *Leaseholder Handbook*



***A guide  
to your home***

# Contents

This handbook gives a guide to the Council's services for leaseholders, whether you have bought your home under the Right to Buy scheme or on the open market. It describes your rights and responsibilities as a leaseholder and the Council's responsibilities as your landlord.

**The handbook is a guide not a legal document. If you have a legal question, you will need to refer to your lease and seek your own independent advice through a solicitor or advice agency.**

At the end of this handbook, there is a list of useful telephone numbers and addresses for the Council and other services.

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Leasehold ownership of a flat is simply a long tenancy, the right to occupation and use of the flat for a long period - the 'term' of the lease. The term, usually a maximum of 125 years, starts to decrease every year until it expires. The ownership of the property returns to the Council, unless you apply to extend the lease. This means that you have not bought the flat itself only the right to live in the flat on a long tenancy.

The lease sets out the legal agreement between you (the leaseholder) and the Council (your landlord and the freeholder). The lease is a very important document as it sets out your rights and responsibilities and those of the Council.

The lease will have a plan attached showing your property and the block in which it is situated (the building), together with any garden and/or outbuildings included. The plan will also show the neighbourhood your building is in (the estate) and any communal areas that you may be entitled to use within that estate.

Generally, as a leaseholder, you will be responsible for the area within the flat and the Council will be responsible for the exterior of the building, any communal areas and the land on which the property is situated.

All leases granted by Mid Devon District Council are almost identical. There are some small differences depending on whether you live inside or outside the towns of Tiverton, Crediton or Cullompton but the main responsibilities for repairs and charges remain the same. The lease contains covenants that are legally binding obligations between you and the Council.



What are the main responsibilities under the lease?

Please note this table is only a guide.

What we must do – The Council	What you must do – The Leaseholder
Keep the main structure and outside of your home in good condition. This includes the roof, gutters and rainwater down pipes, window frames, communal doors, outside walls and foundations	Keep your home, including all fixtures and fittings, water, gas, electrical equipment, window glass, tanks, pipes and wires in good condition.
Keep shared water tanks, mains water and sewage drains, door entry systems and shared TV aerials (where installed) in good condition.	Pay your service charge bill within the time set as well as paying towards major works and/or improvements to your block.
Keep communal gas and water supplies to your home in good condition.	Grant access into your home to carry out emergency repairs or repairs to shared services or our neighbouring properties. You will have to pay for any repairs that are your responsibility that we carry out on your behalf.
Insure the building (but you need to insure your personal possessions).	Get our permission in writing before you alter the structure or appearance of your home.
Decorate the outside of the building and/or common areas inside the building.	Give us written notice if you are going to sublet your home. You must pay a registration fee for this.
Rebuild the building if it is destroyed by fire or any other insured risk.	Not run a business from your home.
Meet statutory obligations, e.g., fire regulations	Allow us, if required, into your home to carry out work to comply with our statutory obligations.

# Service Charges

As your landlord, the Council has a legal duty to maintain the building and charge you your share of the costs. General costs are shared equally among all the flats in the block. You do not pay anything towards services or repairs that are provided solely for the benefit of Mid Devon District Council tenants or individual properties.

Service charges are set to cover the costs of maintaining, repairing and improving the communal areas and services of the building. The legal definition of a service charge is “an amount payable by a tenant (leaseholder) of a dwelling as part of or in addition to the rent which is payable, directly or indirectly, for services, repairs, maintenance, improvements, insurance or the landlord’s costs of management”.



We must invoice you within 18 months of the relevant costs, determining the amount of any service charge being incurred, unless notice was served on you that there is a bill outstanding. As your landlord, the Council has a duty under Section 19 of the Landlord and Tenant Act 1985 to ensure that the charges are reasonable and that the works are of a reasonable standard. You have the right to make a request in writing to inspect the records within six months of receiving the summary to ensure that you are being charged correctly. You can request copies of documents but you will be charged for the copies. If you do not understand or are unhappy with any demand, you should contact your Neighbourhood Officer immediately. Service charge demand and reminder letters must be accompanied by a formal summary of rights and obligations whose content and form is prescribed by Parliament.

If you disagree with any of the charges, you should pay for the items not contested in the normal way. Items that remain in dispute can be referred to a First-Tier Tribunal (Property Chambers) or an arbitration panel if you are unhappy with the responses received from the Council. See page 23 for more details.

## Items covered within Service Charges include the following:

Service Charge	Description
Ground Rent	Standard yearly charge of £10.00, as set out in your leasehold agreement.
Grounds Maintenance	This covers the cost of maintaining the grounds on your estate. It includes cutting the grass, looking after shrubs, plants, hedges and trees and keeping the concrete areas free of weeds. You will pay a share of the cost of maintaining these facilities.
Communal Electricity	This charge is mainly for lighting shared hallways, communal TV aerial boosters and running the door entry system (if you are in a block of flats that benefit from it).
Day-to-Day Repairs	These are day-to-day repairs to common parts of the block and estate and the door entry system. All of the individual repairs under this category will cost less than £250 per job for each person. A breakdown of the work carried out is included with your invoice.
Insurance	You are charged a proportion of the premium for insurance that covers Mid Devon District Council’s leasehold properties.
Repainting	Repainting charges cover painting of internal and external parts of the block. They are generally charged over a five-year period. Each year an increase in line with the retail price index is added. We take the RPI figure for September of the previous year. If the cost of repainting was under £100.00 per flat, we will make a one off charge.
Management Charge	We charge £20 or 15% of your service charge bill (whichever is the greater) for administering your account.

## Ground rent

The ground rent is a fee for having a property that is on the Council's land and/or premises. The ground rent acknowledges that the property is not held by the leaseholder on a freehold basis. The lease specifies the amount of ground rent that is to be paid each year. It does not reflect any service provided, as contributions are required to the running costs of the block under other clauses in the lease.

A Section 166 Notice to long leaseholders of rent due is issued each year and should be retained as it will be required should you wish to sell the property. The Notice gives details of the amount and dates the rent is due. This Notice is in a format set by the Government and is required by the Commonhold and Leasehold Reform Act 2002.

## Reference period for properties bought from the Council within the last 5 years

If you have bought your property from the Council under the Right to Buy scheme you will have received a Section 125 Landlords Offer Notice. This Notice gives the details of the service charges due for the reference period, to which inflation will be added. You can only be charged for the items shown in this Notice during the reference period. The reference period is five years and the start date will be shown in your Notice.

Once the reference period has ended you will be charged the proportion of the costs of the block as stated in the lease.

## Structural defects

If any structural defects are found during the reference period then you will not be responsible for the costs of these repairs, unless they were included in the Offer Notice. If the defect is found after the five years has elapsed then you will have to contribute towards the cost.

## Building insurance

The freehold of the building you live in is owned by the Council so we are responsible for insuring it. The cover we have is for the structure and common parts of the block, not the contents of your home.

**You should take out separate cover for your contents and personal effects including fixtures and fittings.**

The Policy provides indemnity to leaseholders against the following events:

- fire
- lightning
- explosion
- aircraft
- riot, civil commotion
- malicious persons
- earthquake
- subterranean fire
- storm, flood, escape of water
- falling trees, impact
- theft
- leakage of oil
- aerial breakage
- accidental breakage of fixed glass and fixed sanitary ware
- accidental damage to supply pipes and cables
- subsidence, ground heave, landslip

## Making a claim

If you need to make a claim, please contact the Council at Phoenix House, Phoenix Lane, Tiverton, Devon, EX16 6PP. Claims are to be notified as soon as possible, with full details to be provided within 30 days of the claim (7 days in respect of riot or malicious damage) including supporting evidence in writing. The Police must be notified as soon as possible in the event of theft or malicious damage and a crime number should be obtained.

No claims will be accepted unless work is approved in advance by the Council or work is organised and carried out by the Council itself. The Council reserves the right to recharge you the insurance policy excess for any work carried out. The excess limits will be outlined in the insurance document sent out with the yearly service charge demand.

# Paying Your Service Charges

All leases state that service charges must be paid within 28 days of the invoice being sent. Should you wish to spread the cost over several months, this must be agreed with us in advance. Please contact your Neighbourhood Officer for more information.



Payment can be made in the following ways:

## Over the internet

You can pay via the Council's website by logging on to **[www.middevon.gov.uk](http://www.middevon.gov.uk)** and using your debit or credit card.

## Direct Debit

You can pay by Direct Debit on a monthly basis. We take payment on the first working day of each month. If you wish to pay by this method, you will need to complete a Direct Debit mandate form. Please contact your Neighbourhood Officer on **01884 255255** or email **[htenancy@middevon.gov.uk](mailto:htenancy@middevon.gov.uk)**

## Pay by telephone

During office hours please ring **01884 255255** to make a payment by debit or credit card. We also operate a 24-hour automated telephone payment line - **01884 233000** and follow the instructions.

## By Bank transfer

Please quote your account number as your payment reference. Mid Devon District Council's Bank Details are:

Sort Code: **60-21-27**

Account Number: **72621192**

## Pay in person

You can pay in person at any of our offices by cash, cheque, debit card or credit card.

## Pay by post

Please send your cheque made payable to Mid Devon District Council, to Mid Devon District Council, Phoenix House, Phoenix Lane, Tiverton, Devon EX16 6PP. Please write your address and account number on the back of the cheque. **Do not send cash through the post.** The Council cannot accept responsibility for payments lost or delayed in the post.



# Difficulties Paying Your Service Charges

If you are having difficulties paying your service charge or ground rent, you should contact us to discuss this as soon as possible as you may be able to make payments by instalments. If you fall into debt with your service charges you will be breaching the terms of your lease and we could take legal action to recover the payments due. This could lead to you having to pay legal costs, court costs, interest and administration charges or even losing your home.

If you fail to pay, we will write asking you to contact us to discuss the matter or to make the payment.

If we have not heard from you after our second reminder letter and you do not pay the outstanding charge, the following action may be taken:

- The Council must contact your mortgage lender before taking legal action that may result in you losing your lease. Your mortgage lender may choose to pay the amount you owe to prevent you from losing your lease and to protect the security of their mortgage. If your mortgage lender pays us, they will add the amount to your mortgage loan
- Taking small claims action in the County Court
- Applying to the County Court to end your lease and evict you from your home. We would only do this as a last resort

Please do not ignore our letters. We will give you as much help as possible to clear your arrears, but if you do not contact us we will have no choice but to take further action. If you are experiencing financial difficulties and need further independent advice the following organisations may be able to help:

## **Citizens Advice Bureau**

CAB Devon Advice Line: 08444 111 444  
[www.cab-bideford.co.uk](http://www.cab-bideford.co.uk)

## **National Debtline**

Freephone: 0808 808 4000  
Open Monday to Friday 9.00am to 9.00pm and  
Saturday 9.30am to 1.00pm  
[www.nationaldebtline.co.uk](http://www.nationaldebtline.co.uk)



# Repairs

We are responsible for maintaining and repairing the structure and outside of your property and any communal areas. We recharge leaseholders for the costs of repairs. You are responsible for repairs to the inside of your home including the fixtures and fittings.

Repairs we carry out and recharge for	Repairs you are responsible for
<b>Communal areas (doors, windows, stairs, lights, floors, ceilings)</b>	Flat front door locks and other door furniture
<b>Front door and frame leading directly into the flat</b>	Internal doors, frames and door furniture
<b>Shared communal washing lines and posts</b>	Sheds in gardens to sold flat
<b>Window frames</b>	Individual side gates to access garden to sold flat
<b>Shared pipes, drains and sewers</b>	Any repairs and maintenance to boundary fence/wall of garden sold to flat
<b>Shared paths</b>	Any area between floor and ceiling level in a flat including the actual floor and ceiling
<b>Exterior walls of block and roof</b>	Individual washing lines sold to flat
<b>Boundary walls/fences of gardens where adjoining communal areas</b>	Any sole electrical and gas supply to the individual flat
<b>Ceiling beams and floor joists within individual flats</b>	Any cisterns, sewers, drains, pipes, wires and conduits used solely by the flat
<b>Window seals on PVCu units</b>	Any window glass, catches and locks to your property
<b>Gates to access communal areas</b>	External cupboard doors
<b>Electricity and water supply to communal areas</b>	Kitchen units
<b>Bin stores and other communal storage areas</b>	Bathroom fittings and sanitary ware

You can report a repair during normal working hours by telephone, email, or in person at one of our offices.

Not all repairs are urgent and we need to prioritise them in the most efficient way. Repair response times vary between 4 hours and 28 days. More information on how long you can expect a repair to take can be found on our website - [www.middevon.gov.uk](http://www.middevon.gov.uk)



## Gas safety

As a leaseholder gas safety is your responsibility. It is essential that you arrange for installation and regular maintenance to be carried out on your gas appliance, flues and pipe work by a **Gas Safe** registered engineer on an annual basis. A defect with a gas supply or appliances can be dangerous in two ways:



- If there is a leak it could lead to an explosion
- If an appliance is not burning the gas correctly or if there is a problem with the flue it can lead to carbon monoxide escaping into homes. Carbon monoxide is extremely dangerous and can be fatal

### **We would recommend that you use a carbon monoxide detector to protect yourself against this risk**

It is in the interest of every leaseholder to have their gas supply and gas appliances checked by a Gas Safe registered engineer at least annually.

You can find a local registered engineer to carry out gas works via the free helpline on **0800 408 5500** or via the website [www.gassaferegister.co.uk](http://www.gassaferegister.co.uk) simply by inputting your postcode. You can also check that the engineer who has come to undertake the work is registered by inputting the license number from the engineers and details of their qualifications are provided. This information can also be sent through as a picture message to a mobile phone by calling the free helpline on **0800 408 5500**.

Alternatively if you would be interested in using the Council to service your appliances please contact us on 01884 255255. **Please note you would be liable for the costs of this service.**

If you suspect there is a gas leak, you should immediately do the following:

- Call Gas Emergency Services free phone number on **0800 111 999**
- Open all the doors and windows to your property
- Shut off the gas supply at the meter control valve
- Do not use any plug or light switches until you are told it is safe to do so

## Gas safety and subletting

If you sublet your property, you must make sure that pipe work, appliances and flues provided for tenants are maintained in a safe condition. You must have a gas safety check carried out every year or sooner if the tenancy changes. A Gas Safe registered engineer must carry out the safety check in your properties. You must give your tenants a copy of the gas safety certificate within 28 days of it being carried out or before they move in. Remember, you must keep a record of each safety check for two years. You may also need to provide the Council with a copy of the certificate. You are obliged to show your tenants how they can turn off the gas supply in the event of a gas leak. The Health and Safety Executive (HSE) runs a free Gas Safety Advice Line on **0800 300 363**. For further information visit [www.hse.gov.uk/gas](http://www.hse.gov.uk/gas) or [www.gassaferegister.co.uk](http://www.gassaferegister.co.uk)

## Fires in blocks of flats

The walls and doors between flats, stairs and corridors have been specially designed and constructed to resist fire, stop the spread of smoke and keep the building safe.

You can help to prevent fires by:

- not placing items that could catch fire easily, such as rubbish or old furniture, in communal areas
- keeping fire doors closed
- keeping access/escape routes clear

If a fire starts:

- stay calm; unless the fire is in your flat, it is usually safe for you to stay there unless a Fire Officer tells you to leave
- pack the bottom of your door with a damp cloth to prevent smoke getting into your flat
- never use a lift
- if you are told to leave, don't return to your home until the Fire Service tells you it is safe to do so

## Asbestos



Asbestos is not a danger if it is intact and not disturbed. The materials containing asbestos have been used in properties throughout the UK and in particular during the 1960s and 1970s. The reason it was used was that it provided protection from fire, improved thermal insulation and added strength to materials. It can be found in:

- suspended ceilings and textured coatings (“Artex”)
- floor tiles
- door linings
- duct panels
- soffit boards at roof eaves
- boilers
- storage heaters
- gutters and down pipes
- garages and shed walls
- corrugated roof panels
- window cills

The Council is responsible for the management of asbestos-containing materials in the communal areas and in the structure of the building. We maintain a register of known sites of asbestos. Our contractors are trained to be aware of where it may be and to make sure that any work they carry out is done safely and the material taken away properly. Sometimes a specialist contractor will be used. Asbestos that is within your property, and is not part of the structure or communal areas, will be your responsibility.

If you suspect that you may have asbestos inside your property do not panic. Leave it alone, as it is safe unless it is damaged. If you carry out any repairs or decorating you must consider that it might be present. Minimising the creation of dust from materials containing asbestos is vital as breathing in the dust particles is dangerous.

Always seek professional advice before removing asbestos yourself. Do not remove asbestos lagging, spray coatings or insulation board by yourself; a licensed contractor can only remove these materials. Any asbestos waste you remove yourself should not be put in your dustbin. Small pieces should be sealed in a strong plastic bag and larger pieces wrapped in polythene and then seek advice from your local Waste Management site on how to dispose of it safely.

If you are unsure or require further advice on this subject please contact the Council. If you carry out modifications or structural alterations you will need permission from the Council prior to these works being carried out.

For further information on asbestos see the Health and Safety Executive (HSE) website [www.hse.gov.uk/asbestos](http://www.hse.gov.uk/asbestos) This also gives links to other sites.

## Solar panel systems

The Council worked in partnership with Anesco to fit solar panels to many of its properties. The decision was made that this would be for the benefit of council tenants and not leaseholders. If we were not able to assign one of the solar arrays to a tenanted flat we were sometimes able to connect to the communal meter instead. The number of solar photovoltaic systems installed on each building depended on the space available and not all tenants benefitted from the scheme.

Any repairs to the roof that are required due to the presence of solar panels will be paid for by the installer. However, if the roof requires maintenance or replacement as part of planned works, a consultation and recharge process would take place as normal.



# Major Works and Improvements

## What is the difference between general repairs and major works?

A general repair is one that costs under £250 inclusive of VAT for each leaseholder.

Major works will cost the individual leaseholder over £250 inclusive of VAT and requires the Council to carry out a consultation process before starting the work.

### Consultation

You have the right to be consulted on various works under varying circumstances. The consultation requirement on landlords is complex but there are three different types of consultation depending on the form of contract and these are outlined below:

**1.** Works that last up to 12 months and where any leaseholder will be or is likely to be charged more than £250, including fees and VAT in one financial year.

**2.** A long-term agreement (which means over 12 months) and where any leaseholder will be or is likely to be charged more than £100, including fees and VAT in one financial year.

**3.** A long-term agreement (which means over 12 months) and where any leaseholder will be or is likely to be charged more than £100, including fees and VAT in one financial year and where the Council is required to advertise for interest from contractors in the Official Journal of the European Union (OJEU). All tenders from the public sector valued above a certain financial threshold according to EU legislation must be published in this publication.

The work will not begin before the end of the consultation period, unless the works are urgent. If you purchase your property whilst the consultation process is running you will receive further notices issued from the date when the Council is notified of the change of ownership. The seller must pass on to you all the notices previously issued to them. You should pass copies of any notices to the purchaser when you are selling. The consultation gives you the opportunity to comment on the works and the costs. If you let us know what you think we will try to accommodate your requirements in the scheme.

The consultation is a three-stage process for items 1 and 2 above but a two-stage process for item 3.

The three-stage process is outlined below but it should be noted that the third notice is not required if the chosen contractor submitted the lowest price or was the one nominated by the leaseholder.

The two-stage process does not allow leaseholders to nominate a potential contractor because the OJEU procedure prevents this. In addition the second and third phases are combined and the response deadline is shortened to 21 days. Please note there is an additional fee on major works for the administration and delivery of contracts.



#### Notice of Intention

- Notice sent to all affected lessees
- Contains description and reasons for works and/or services
- Gives address and deadline for sending observations (30 days)
- Invites lessees to nominate a contractor who may be approached if they pass the checks required in the same manner as all other contractors

#### Obtain Estimates

#### Notice of Landlord's Proposals

- Notice sent to all affected lessees
- Contains names of contractors who tendered
- Shows estimated costs
- Contains details regarding the observations made during the Notice of Intention together with the responses
- Gives address and deadline for sending observations (30 days)

#### Award of Contract

#### Notice of Reason for Awarding Contract

- Notice sent to all affected lessees
- Contains the name of the successful contractor
- Reason for the award of contract
- Contains details regarding the observations made during the Notice of Landlord's Proposals together with the responses



# Major Works and Improvements

## Loans

It may be that you are entitled to a loan to help pay for major works. Under the Housing (Service Charge Loans) Regulations 1992, Right to Buy leaseholders who have bought under the provisions of the Housing Act 1985 have the right to a loan from the Council within the first ten years of their lease.

## Adjustment for inflation

The thresholds in the 1992 regulations are adjusted by the Retail Price Index for January each year.

Current threshold		In the original legislation
Amount below which is not eligible for a loan	£2,790	£1,500
Minimum amount eligible for a loan	£930	£500
Maximum loan per leaseholder at any time under these provisions	£37,260	£20,000

The loan term will vary depending on the amount of the loan, as follows:

### Loan amount

### Term

Less than £1,500  
Between £1,500 - £4,999  
Over £5,000

3 years  
5 years  
10 years

- The loan will be secured by a mortgage over the property.
- Interest will be charged on the loan.

Leaseholders will be informed of their right to a loan when sent the demand for payment. Application for a loan must be made in writing within six weeks of receipt of a demand for payment of the service charge. An administration fee may apply.

## Leaseholder Improvements

You may want to make improvements to your home, which needs the Council's permission under the terms of your lease. You must first send us full details of the proposed work in writing prior to the work being carried out. You must provide accurate scaled plans where appropriate.

When dealing with your application we will take into account our legal duty to act reasonably and to do so within reasonable timescales. A variation to the terms of your lease may be needed to enable you to carry out the work and there would be a charge for this.

We will decide whether to grant permission to carry out the work taking into account whether the proposed improvement will:

- Make the property or part of the property dangerous or unstable, or otherwise create a risk to the health and safety of others
- Affect land that is not included in the lease
- Prevent light or air reaching other residents

- Affect other residents' legal rights, for example a right of way
- Reduce access to other neighbouring properties
- Make maintaining neighbouring properties more difficult or expensive
- Invalidate the Council's building insurance

If you need Planning Permission, Building Regulations' approval or any other statutory consent we may give our permission. However, you must get all permissions, approvals or consents required. We may set other reasonable conditions to protect our interests and those of our tenants and other leaseholders.

We may inspect the completed work before full and final permission is provided.



# You and Your Neighbours

When you live in a flat it is important to bear in mind that what you do can affect your neighbours. As a leaseholder, you and your fellow neighbours all have the right to the quiet enjoyment of your home. You are responsible for the behaviour of your family and visitors and must make sure they do not disturb your neighbours. The Council does not tolerate anti-social behaviour; reports of such behaviour are taken seriously and suitable action will be taken to resolve it.



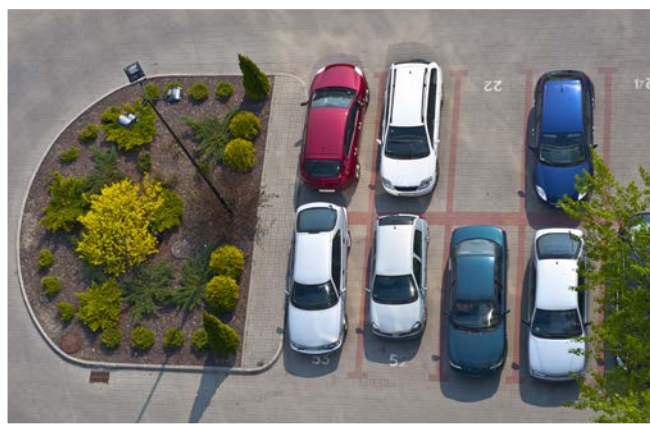
Anti-social behaviour can include:

- Using or threatening to use violence
- Intimidation
- Criminal activity including damage to property
- Noisy and rowdy behaviour
- Writing threatening, abusive or insulting graffiti
- Litter and rubbish dumping
- Uncontrolled pets
- Using and selling drugs
- Nuisance from vehicles including repairs, parking and abandonment
- Other conduct likely to cause harassment, alarm or distress

Neighbour disputes are usually best resolved between the parties involved. It is best, in the first instance, to speak to your neighbour to try to get a mutually agreed solution. If ever the dispute involves violent behaviour then you should contact the Police and the Council. If the behaviour is not violent then contact the Council. Details will be discussed and suitable action will be taken against the cause of the behaviour in line with the Council's policy and procedure, which can be found on the Council's website or contact your Neighbourhood Officer for details.

## Car parking

Where parking areas are provided they are shown on the lease plan as areas coloured orange. Parking spaces are not allocated, where these exist they are on a "first come first served" basis. If the lease provides that you may park your vehicle please ensure it is roadworthy, taxed and insured.



Please note that these areas are not for lorries, vans, caravans, boats or trailers. You must not park on any grassed area and parking areas must not be used for the dumping of rubbish.

## Garage rental

The Council's Housing Service has vacant garages or garage ground rent plots to offer on its housing estates in Tiverton, Crediton & Cullompton, as well as some of our more rural areas in and around Mid Devon. We operate a waiting list system, whereby you may register your interest via the Council's website. For further information call 01884 255255 or email [htenancy@middevon.gov.uk](mailto:htenancy@middevon.gov.uk)



# You and Your Neighbours

## Pets

The Council has a pets and animals policy that relates to Council properties, the details of which can be found on the Council's website.

## Bulky refuse

The Council operates a collection service for bulky items of refuse. Please ring for details, costs and to arrange a collection, see the contact information at the end of this handbook. If items are left in communal areas, alleyways or gardens and the Council has to clear these items a charge will be made to the individual, if identified, or to all residents of the block.

## Door entry systems

For safety and security, door entry systems are fitted to blocks and communal areas. Door entry systems usually consist of a buzzer and fob or key entry system on the main entrance to the block and a handset inside each property. All tenants/leaseholders are issued with a fob key or key to their block. We do not give out the codes for our door entry systems.



If your key is faulty or stops working, contact your Neighbourhood Officer on 01884 255255 to arrange a replacement. You will be charged for lost fob keys or keys and for each additional fob key or key you request. Payment must be made at the Council offices; cheques should be made payable to Mid Devon District Council.

You should not wedge open main entrance doors or block the magnets to prevent the door from closing or being secure. Doing this allows unauthorised persons to enter the building and commit anti-social behaviour or other illegal activities.

If there is a problem with the door entry system to either the block or inside your home, please report the problem to the Repairs Team on 0800 023 2281. The contractor responsible for repairing the system will be informed and where possible a visit is made the same day.

## Garden areas



The property may have a communal garden, a private garden or both; the lease will give these details. Communal gardens are for the enjoyment of all residents. Any use of these areas should not cause a nuisance to other residents.

If a nuisance occurs, it is best for the parties involved to resolve the issue themselves. Where this has failed the Neighbourhood Officer can be contacted for further advice. A mutually acceptable solution will be sought but if this is not possible, legal remedies may be considered.

Private gardens are as shown edged red in the lease. If you have a private garden area, you must keep it to a reasonable standard. Any shrubs or trees should not encroach onto communal areas or other residents' gardens.



# Subletting the Property

As a leaseholder, you can sublet the property if you wish. Please refer to your lease or your Title Documents, as you may need our consent. Should you choose to sublet you will become a landlord and will be subject to the rules and regulations imposed on landlords.

You should seek independent legal advice as to your responsibilities as a landlord and take the following into consideration if you are considering subletting:

- The payment of service charges and ground rent are still your responsibility
- You will need to give the Council your up to date contact details, details of your tenant and any Management Company in case of emergencies or problems caused by defects within your property. We can then consult with you on any issues such as service charges. A fee will be charged.
- Your property must not be overcrowded
- You may need to obtain consent from your mortgage company

- Lodgers and sub-tenants do not have the same rights as you. If your property is repossessed, they could be evicted
- You are legally required to service the gas supply and appliances in the property annually, providing your tenant with a copy of the safety check certificate
- Energy Performance Certificates (EPCs) are needed whenever a property is built, sold or rented. If you are renting your home out, you must order an EPC for potential tenants before you market your property. These are valid for 10 years.

You must ensure that your tenant does not breach the conditions of your lease. If necessary, we will take legal action against you as the Lessee if conditions are broken. If the issues are not resolved, we may apply for forfeiture of your lease and reclaim it. You would then lose your property.

## Forfeiture

The lease has conditions for you as a Lessee to keep to. If you break these conditions, there are several options available to the Council. For example:

### Non-payment of service charge

If you refuse to pay after being notified, we may approach your mortgage company and request them to pay the outstanding charges, which would then be added to your mortgage. We may take further action via the Court; these may include a County Court Judgement, which will affect your credit rating, an Attachment of Earnings or a Charging Order on your property.

### Anti-social behaviour

If you as a Lessee or your tenants (if subletting) carry out anti-social behaviour, we may take legal action and take you to court where an Injunction Order may be made by the Judge. If the Order is then later broken then you may be in contempt of court and sent to prison.

**Ultimately, if none of the above resolves the broken conditions the Council can apply for forfeiture of your lease, which means that the Council can reclaim the lease and you may lose your property and any value in it.**



All of the Council's estates are inspected periodically to ensure that all residents are following the terms and conditions of their lease or tenancy agreements and to check that communal areas are being maintained.

If you do not adhere to your lease agreement then the Council can take further action against you to make you carry out the duties.

Your family and visitors to the property are expected to behave in a reasonable manner. You are responsible for their actions.

Rubbish must be stored in the storage cupboard/rooms/bins provided or kept in your premises until the day of collection. You must not leave any items in the communal areas as these are to be kept clear at all times. This is for you and your fellow residents' safety.



You should maintain any gardens included in your lease to a reasonable condition. You should not allow anything to grow over the communal areas and public footpaths. You must not plant anything in the communal gardens or change the use of the areas without the Council's permission.



You must not add or fix anything to the property without the Council's permission. This includes aerials, satellite dishes and solar panels. The Council will not grant permission for aerials or dishes in blocks where a communal aerial is in place. If you have added anything to the building without permission then you are in breach of your lease and you may be asked to remove the item with immediate effect. If you are in any doubt please refer to your lease or Title Documents.

## Other duties

- The premises are only to be used as a private residence
- You cannot run any trade or business from the property
- You must allow the Council's officers or trades people access to inspect and repair as required

# Selling Your Property

Before selling your property, you will need to check there are no special conditions in your lease that will apply if you sell your home.

If you bought your flat under the Right to Buy scheme and you decide to sell within the first five years you may have to repay some or all of the discount that you originally received. The amount of discount to be repaid will be expressed as a percentage of the discount that you were granted when you purchased the property. This percentage will be based on the resale value and not the original value of the property.

You may be required to repay the discount as follows:

Within the first year	100%
Within the second year	80%
Within the third year	60%
Within the fourth year	40%
Within the fifth year	20%
After the fifth year	0%

Please be aware, if you are selling the property you are legally obliged to notify the prospective purchasers of any notices that have been served on you or the property. If you are purchasing a leasehold property on the open market you need to be aware of any notices that may have been served. You may be liable for payment of any works completed.

If you or your solicitors contact the Council for information regarding your lease, service charges or any other information requested by the purchaser (usually in the format of a Landlord’s Questionnaire) there will be a charge for this.

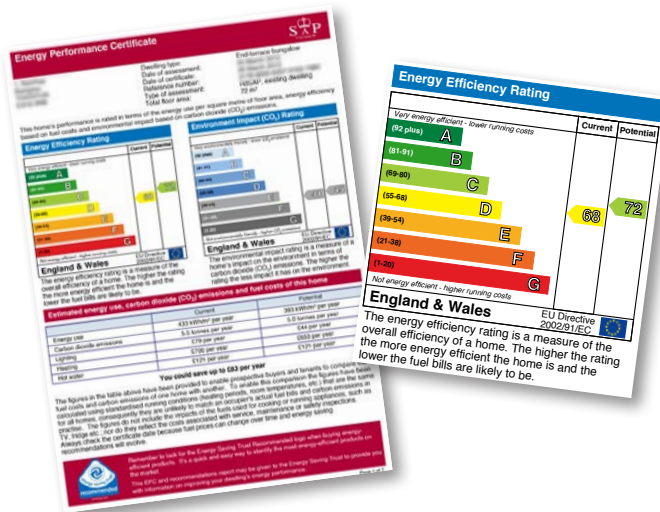




## Energy Performance Certificates

Energy Performance Certificates (EPCs) are needed whenever a property is:

- Built;
- Sold; or
- Rented



If you are selling your home, you must order an EPC for potential buyers before you market your property. An EPC gives a property an energy efficiency rating and is valid for 10 years. You can be fined if you don't obtain an EPC when you need one.

## Do I have to offer to sell my home back to you?

Yes, but only if you purchased your home under the Right to Buy scheme and you wish to resell or dispose of it within the first 10 years of the original conveyance. You will be required in the first instance to offer the property back to the Council for the full market value. The market value must be agreed between both parties, or where there is a disagreement it will be determined by the District Valuer. If your offer has not been accepted within eight weeks, you will be free to sell the property on the open market.

## Assigning your lease

You do not require the Council's permission to sell your property. It is, however, a requirement of your lease to notify the Council of the sale within one month following completion. This needs to be done by way of a formal Notice of Assignment served by the purchaser's solicitors to Mid Devon District Council Legal Service. There is a fee for serving this Notice. The Notice of Assignment is required in order to update the Council's records. **If no Notices are received, you will still be liable for any charges against the property.**

## Ownership of property if you die

You should consider making a will in order that your wishes as to your property are fulfilled. If you die ("intestate") without leaving a Will the administrators of your estate will have to decide what to do with your leasehold property under the Intestacy Rules. Any service charges left unpaid will be charged against your estate.

# Buying the Freehold

You are not able to purchase the freehold of your property on your own. However, subject to certain conditions, leaseholders of flats have the right to “enfranchise” their building as a group, if they and the building they live in qualify.

Enfranchisement is a group (or collective) right for leaseholders to buy the freehold of the building they live in. They have this right even if the freeholder does not wish to sell. The right to enfranchise must be exercised by a ‘nominee purchaser’ on behalf of the group, who will own the freehold after the purchase has been concluded.

To qualify to take part in the enfranchisement you must be a long-standing leaseholder of a flat. If you qualify, you can only buy the freehold with a group of other qualifying tenants if your building satisfies the following criteria:

- There must be two or more flats in the building. If there are only two flats in the block, both leaseholders must participate in the enfranchisement
- At least two-thirds of all flats in your building must be held on long-standing leases
- Not more than 25% of the internal floor area (apart from common parts such as stairs) of the building is in non-residential use or intended for non-residential use – for example, as a shop or an office

This is only a brief summary of the enfranchisement process. If this is something you want to consider we recommend that you seek independent professional advice.



## The Right to Extend Your Lease

### Lease renewal

When the term of your lease ends, the Council may consider you reverting back as a Council tenant of the property. However, most leaseholders have the right to buy an extension to the terms of their lease. You may apply for a new lease at any time while you have a long lease, but you should note that if you apply for a new lease during enfranchisement, your application would not go ahead until the enfranchisement process has ended.

### Buying a new lease

When you exercise the right to acquire a new lease, you extend your current lease and buy a new one, adding up to 90 years to the time left on your old lease. You can do this more than once and at any time while you are a long leaseholder. The terms of your new lease will be largely the same.

### Qualifying for a new lease

Acquiring a new lease is an individual right. To qualify you must be a long leaseholder and have held your lease for two years or more. For further information you will need to seek your own independent legal advice.

Tenant involvement provides tenants and leaseholders with opportunities to have a greater say in what happens in their neighbourhood and to be more active in decision-making. It is about empowering local communities and allowing them to be active in influencing decisions that affect them.

There are many ways you can get involved; some take five minutes and can be done from the comfort of your own home. Your views and experiences help us understand what matters most to you.

You could:

- read a document and give us your opinion
- make a suggestion about something you would like to see happen in your area
- simply like us on Facebook or follow us on Twitter

The more formal Scrutiny and Improvement Group (SIG) consists of a group of ten tenants, one leaseholder representative and one Councillor, who meet monthly to give their views on how some aspects of the Housing Service are run.



**Facebook  
mddc  
housing**



**Twitter  
mddc  
housing**

Their aim is to help develop, influence and shape the Housing Service by:

- undertaking service reviews
- examining and challenging performance
- reviewing the effectiveness of all policies
- working in partnership with us for the benefit of everyone

If you would like to get involved or want more information then contact your Neighbourhood Officer for details.





# Complaints and Disputes

We make every effort to ensure that our services to you are to the highest possible standard but recognise that things can go wrong. The initial stage of any complaint or disagreement is to speak to the person you have been dealing with or their manager if they have been unable to resolve the issue. If the complaint cannot be resolved there are various options available.

You can:

- use the Council's complaints procedure
- use independent mediation
- apply to the independent Leasehold Valuation Tribunal



## Mediation



If after approaching the Council, a dispute remains unresolved you can use the Leasehold Advisory Service (LEASE), which provides a mediation service between landlords and leaseholders with trained professional mediators.

LEASE is an independent body, funded by the government that provides information and advice to leaseholders. Contact LEASE for more information on their services.

## First-Tier Tribunal (Property Chambers)

If the dispute still remains unresolved you have the right to apply to the First-Tier Tribunal (Property Chambers). The Tribunal has five regional offices which provide an independent service in England for settling disputes involving leasehold property.

The Tribunal aims to provide an easier and cheaper access to justice. While there is a scale of fees for some types of dispute, there is no fee for dealing with disputes about the price payable for the acquisition freeholds or lease extensions and Market or Fair Rents.

On such an application the Tribunal can adjudicate on such matters as:

- How much you have to pay in service charges
- The quality of service provided
- How much you have to pay to extend your lease
- Whether a covenant or condition in a lease has been broken

To find out more information about making an application to the Tribunal and their process please refer to the contact information at the end of the handbook.

# Terminology

This gives an explanation of the terms used in the lease.

Term	Meaning
Arbitration	Alternate independent dispute resolution.
Block	The block is the building as described in the lease for which you are responsible for paying your share of the costs.
Breach	A failure to do or carry out a duty contained within the lease.
Consents	Written permission for you to alter the property.
Consultation	Your right to be asked about and given the opportunity to comment upon works and services to the block.
Covenant	A promise to do something.

Term	Meaning
<b>Deed of Variation</b>	An agreement between the landlord and the lessee to change the terms of the lease.
<b>Demised Premises</b>	The part of the building you have purchased the right to live in and are responsible for.
<b>Easement</b>	A legal right over someone else's land. This may be a right of way or a right to light or air.
<b>Enfranchisement</b>	The right to buy the freehold of the block collectively between a number of the lessees. The 1993 Leasehold Reform Act (as amended by the Commonhold and Leasehold Reform Act 2002) provides the right for the leaseholders to compel the landlord to sell the freehold to them.
<b>Forfeiture</b>	To reclaim possession of a lease
<b>Freeholder</b>	The landlord, the Council, the person who granted the lease.
<b>Ground Rent</b>	A fee paid by the lessee to the freeholder as a condition of the lease.
<b>Improvement</b>	The provision of something new to the building or a change to the building that improves what is there.
<b>Lease</b>	The agreement between you and the landlord (the Council).
<b>Lessee</b>	The Leaseholder.
<b>Lessor</b>	The Council.
<b>Leasehold Valuation Tribunal</b>	An independent and impartial review panel.
<b>Major Work</b>	This covers the costs of planned maintenance, refurbishment or improvement work, for example repainting, re-roofing and re-pointing.
<b>Qualifying Long-Term Agreement</b>	An agreement for more than 12 months to provide works or services, such as grounds maintenance or buildings insurance, for which any leaseholder covered by the agreement may have to contribute £100 including fees and VAT or more in one financial year.
<b>Qualifying Works</b>	Works that will cost £250 per leaseholder or more upon which you have the right to be consulted.
<b>Quiet Enjoyment</b>	Allowing the tenant to use land and buildings without interference.
<b>Repairing Responsibilities</b>	The repairs which, under the terms of the lease, the leaseholder and landlord agree to do.
<b>Reference Period</b>	Five years - the date runs from the information on the Section 125 Notice in relation to service charges.
<b>Section 20</b>	Section 20 of the Landlord and Tenant Act 1985 gives the right to be consulted about works and services.
<b>Section 146</b>	A notice served under Section 146 of the Law of Property Act 1925 to end a lease.
<b>Solar Panel System</b>	Any solar panels, fixings and ancillary equipment including the cables, inverter meter and monitoring equipment installed or to be installed in or on the property.
<b>Subletting</b>	When you let the flat to someone else, this means that you become a landlord and are responsible for the acts of your tenants.

If there are any terms that you do not understand or require further explanation of please contact your legal adviser, CAB, Leasehold Advisory Service or the Council for advice.

# Contact Information

## **For all Council Services contact:**

Mid Devon District Council  
Phoenix House  
Phoenix Lane  
Tiverton  
Devon  
EX16 6PP  
Tel: 01884 255255  
Fax: 01884 234907  
Opening hours Monday – Thursday 9.00am – 5.00pm, Friday 9.00am – 4.30pm  
E-mail: [customerfirst@middevon.gov.uk](mailto:customerfirst@middevon.gov.uk)  
Website: [www.middevon.gov.uk](http://www.middevon.gov.uk)

## **Area office:**

Market Street  
Credon  
EX17 2BN  
Tel: 01363 773755

## **Weekly surgery:**

Hayridge Devon Centre  
Exeter Hill  
Cullompton  
EX15 1DJ  
For current opening hours please contact 01392 388400

## **Repairs Service:**

Tel: 0800 023 2281 during office hours  
Tel: 01884 255255 out of hours in an emergency  
E-mail: [repairs@middevon.gov.uk](mailto:repairs@middevon.gov.uk)

## **Make a payment via the 24 hour payment service:**

01884 233000

## **Leasehold Advisory Service - Independent, free legal advice**

Telephone lines open - Mon – Fri 9:30am – 3:30pm.  
31 Worship Street  
London  
EC2A 2DX  
Tel: 020 7374 5380  
Fax: 020 7374 5373  
E-mail: [info@lease-advice.org](mailto:info@lease-advice.org)  
Website: [www.lease-advice.org](http://www.lease-advice.org)

## **Department for Communities and Local Government**

### **Leasehold & Park Homes Team**

Eland House  
Bressenden Place  
London  
SW1E 5DU  
Tel: 0303 444 0000  
Mon – Fri 8:30am – 5:30pm  
E-mail: [contactus@communities.gov.uk](mailto:contactus@communities.gov.uk)  
Website: [www.communities.gov.uk](http://www.communities.gov.uk)

## **Tribunal Regional Office – Southern Region**

1st floor  
1 Market Avenue  
Chichester  
PO19 1JU  
Tel: 0845 1002617 or 01243 779394  
Fax: 01243 779389

## **GOV.UK- Information on all government services**

Website: [www.gov.uk](http://www.gov.uk)

## **Citizens Advice Bureau**

Devon Advice Line: 08444 111 444  
Website: [www.cab-bideford.co.uk](http://www.cab-bideford.co.uk)

## **National Debtline**

Tel: 0808 808 4000  
Open Monday to Friday 9.00am to 9.00pm and Saturday 9.30am to 1.00pm with 24-hour voicemail.  
Website: [www.nationaldebtline.co.uk](http://www.nationaldebtline.co.uk)

## **Step Change Debt Charity**

Mon – Fri 8.00am – 8.00pm and Saturday 9.00am – 4.00pm  
Tel: 0800 138 1111  
Website: [www.stepchange.org](http://www.stepchange.org)

## **Age UK**

Tel: 0800 00 99 66  
Website: [www.ageuk.org.uk](http://www.ageuk.org.uk)

## **Gas Emergency Services**

(For gas leaks)  
Tel: 0800 111 999

**Alternative formats are available and requests will be considered on an individual basis. Please telephone 01884 255255 or email [customerfirst@middevon.gov.uk](mailto:customerfirst@middevon.gov.uk)**

To contact your local Councillor, his/her name and address can be obtained by visiting our website [www.middevon.gov.uk/districtcouncillors](http://www.middevon.gov.uk/districtcouncillors) or telephoning Customer First on 01884 255255





Phoenix House



District Council Offices

Library and Learning Centre

