



Royal Greenwich leaseholder handbook

Introduction

In partnership with the Leaseholder Focus Group, the Home Ownership Service is constantly striving to improve the information and services that are provided to the Royal Borough of Greenwich's leaseholders.

This leaseholder handbook is an example of a successful and ongoing Leaseholder Partnership and aims to improve on previous information to clearly set out your rights and responsibilities as a leaseholder and to inform you of service standards and other useful information.

This handbook is the first place to look for answers to the questions that you have about the Home Ownership Service. If you do not find an answer, contact details are provided for where to get further information.

If you have any questions, comments, concerns or compliments, please email us directly at home.ownership@royalgreenwich.gov.uk.

Your rights and responsibilities

Your lease

When you buy a flat or maisonette from the Royal Borough of Greenwich, you buy a leasehold interest in your home. We continue to own the freehold. Your lease will usually be for 125 years from the date the first lease was granted.

There are a few properties where we do not own the freehold. In these cases the lease you hold from us will be an underlease, but it works in the same way as other leases.

Your lease is a complicated legal document. This section gives a basic guide to it but does not give a definite interpretation of the meaning of the lease. We have used various leases since the Right to Buy began in 1981, so you should read your own lease for information about your particular situation and consider seeking independent legal advice.

Your responsibilities

The lease describes the property you own and the plan attached to your lease shows the areas that are included in your home. If your home is on an estate, this will also be defined in the lease and shown on the plan.

You are responsible for looking after everything inside your home or relating only to your home:

- You must pay all the charges due for services, repairs, improvements, insurances and ground rent.
- You must keep your home in good repair, including decoration, doors and doorframes, inside walls, plasterwork, ceilings and floorboards or flooring.
- You must not make any structural alterations or additions to your home without our written permission.
- You are responsible for the behaviour of your children, other members of your household and any visitors. You must ensure that neither you nor anyone else causes any form of nuisance or harassment to your neighbours or others on your estate.
- You must insure the contents of your home.
- You must tell us if you sub-let your property.

The Royal Borough of Greenwich's responsibilities

We are responsible for the main structure and exterior of the building, the shared parts and any shared services to your building or estate. Depending on your property, this may include:

- Window frames
- Lifts
- Lofts
- Door-entry systems
- Concierge
- Grounds maintenance
- Estate lighting
- Block lighting

We will also:

- Arrange buildings insurance for the block
- Consult you before carrying out expensive works to the building

Subletting

You must tell us if you sublet your property. This is because:

- We need up-to-date contact information for all leaseholders, so that we can send you your invoice for service charges on time and contact you if any problems arise.
- Under certain leases, you and your tenants must sign a Deed of Covenant. This protects you as a landlord by establishing a direct relationship between the Royal Borough of Greenwich and your tenants and enables us to take action against them for breaches of the covenants in the lease.
- Leaseholders who are landlords receive a four month interest free instalment plan as a concession to make payment of their service charge invoices.

Please contact the Home Ownership Service if you are subletting. You can find contact details in the Useful Contacts section.

Repairs and Maintenance

This section looks at:

- Responsibilities for repairs and maintenance
- Reporting repairs
- Permission for alterations to your home
- Gas servicing

Repairs and maintenance

As a leaseholder you are responsible for repairs and maintenance to your home (please also refer to the Alterations to your Home Section below), including:

- Internal decorations
- Floors, stairs, ceilings, doors, woodwork and partitions inside your home
- Fixtures and fittings (e.g kitchen cupboards)
- Baths, sinks, showers, toilets, taps and pipework
- Heating and hot water systems
- Glass in windows
- Locks
- Doors and door frames
- Fencing and gates that you do not share and marked with a "T" on your lease plan
- Leaks to other properties, including damage caused by the leaks
- Gas, water and electricity pipes that serve your flat exclusively (e.g the pipe up to the stopcock is shared but after the stopcock, the pipes that serve only your flat are your responsibility).

We are responsible for the structure and the outside of the building and shared parts of the building and the estate. This includes:

- Exterior walls
- Communal doors and cupboards
- Roofs and chimney stacks
- Foundations
- Window frames and sashes
- Decoration to external and common areas
- Gutters and outside pipes
- Lifts and door entry systems including servicing
- Drains and sewers
- Gas, water and electricity pipes up to your flat

Requesting repairs

You can request repairs that are our responsibility from the Repairs Contact Centre on 020 8921 8900 during the following times:

Monday to Thursday 9am – 5.30pm and Friday 9am – 4.30pm

Outside these hours, for emergency repairs only, call 020 8854 8888.

Alterations to your home

Your lease states that you must ask our permission before carrying out structural alterations and additions to your home. Examples of such work include, but are not limited to:

- Replacing the windows
- Installation of central heating
- Removing or building walls or chimney breasts
- Laying a driveway
- Building a conservatory
- Covering the loft space (if this have been sold under the lease)
- Replacement or renewal of any Landlord's original fixtures or fittings (e.g kitchen, bathroom, electrics).

As well as getting our permission you may need to get building control approval and planning permission from the Royal Borough of Greenwich.

Getting permission

You should request permission from the Property Accounts Team and you may be required to pay a fee for a licence of alterations. If the alteration is one that changes the plans within your lease, then a Deed of Rectification may be required for which you would also need to pay a fee.

In all cases of alterations you should include with your application the details of the work you want to carry out, plans or specifications and tell us if you have applied to building control or for planning permission.

If you do work without getting our permission, you will be breaking the terms of your lease and you may need to obtain retrospective consent which carries a higher fee than the licence of alteration. You may also be required to reverse the alteration with all costs being your responsibility. You could also have difficulty selling your flat if you cannot show that you received written consent.

Insurance

As the freeholder we insure your building and you pay for this insurance in your annual service charges. This is a blanket policy that covers all leasehold properties; it is a condition of your lease that we arrange building insurance cover.

Your home is insured on a full reinstatement basis. This means that if your home is destroyed the insurance will cover the fees and costs of rebuilding.

You must give notice to the insurance company when your home is going to be empty for more than 30 days.

Important: Our buildings insurance policy does not cover the contents of your home. You are responsible for taking out insurance to cover contents.

How to claim

If you wish to make a claim under the policy, you should contact the insurance provider directly, whose

details can be found on the current insurance certificate. There is an excess on the policy; this means that the insurers will only meet the costs above certain levels. Currently these are:

- £1,000 for subsidence
- £50 for every other claim

Gas servicing

Each year, as a landlord, we carry out gas servicing on tenants' gas appliances. This is our responsibility under government regulations introduced in 1998. The reason for this is that every year several people die through carbon monoxide poisoning. Carbon monoxide gas is a silent killer. You cannot see it, smell it or taste it but it can kill in a matter of hours.

In signing your lease, you have agreed to keep the fixtures and fittings in your home in good condition. We strongly recommend that you have the gas appliances in your home serviced annually for your own safety and that of your fellow residents. The gas engineer you use must be GASSAFE registered. For a list of registered contractors in your area please contact GASSAFE direct on 0800 408 5500 or visit their website www.gassaferegister.co.uk

When you have had your appliances serviced, please send a copy of the certificate to us.

If you sublet your property for a term of less than seven years, you have the legal obligations of a landlord and must do the following:

- Ensure gas fittings and flues are maintained in a "safe condition", as the regulations say.
- Have annual safety checks carried out by a GASSAFE registered installer. You must get this done at least once in the 12 months before the start of a new lease.
- Keep records of each safety check for at least two years.
- Give a copy of the latest safety check for at least two years.
- Give a copy of the latest safety check to the existing tenant within 28 days and to any new tenant before they move in.

If you use a managing agent, you need to ensure that the management contract clearly specifies who is responsible for meeting maintenance and safety check obligations and keeping records.

There are penalties for non-compliance; you may be prosecuted with a maximum fine of £5,000 for each offence.

If the case goes to the Crown Court, the maximum penalty may be an unlimited fine and the possibility of imprisonment. Some of this information has been reproduced from a leaflet provided for the HSE – Landlords,

A Guide for Landlords Duties, Gas Safety (Installation and Use) Regulations 1999.

Quality Services

The Royal Borough of Greenwich and the Home Ownership Service are committed to providing a high standard of service to our customers. We have adopted the following standards:

When we receive a written comment (letter, email or fax) from you:

- We will give you a full response, or let you know how we are dealing with the matter, within 10 working days.
- We will tell you who is dealing with the matter and tell you their name, direct line telephone number and in which department they work.
- We will write to you in a way that is easy to understand and use languages other than English where appropriate. We will arrange for a reply in Braille, large print or audio when requested.
- If it is not possible to deal with the matter within 10 working days, we will tell you when you can expect to hear from us and keep you informed of any changes.
- We will let you know when we have dealt with the request.

When we answer the telephone:

- We will answer within five rings.
- We will greet you in a friendly manner, giving our name and section.
- If the person you wish to speak to is not available temporarily and you leave a message, someone will contact you as soon as possible for an urgent matter, and within two working days on all other matters.
- We will only transfer your call if we are sure who to transfer the call to. Otherwise we will arrange to call you back.
- We only transfer your call to a phone answered by voicemail with your prior agreement.

When you visit our building:

- We aim to speak to you within 15 minutes of your arrival or appointment, but if we don't, we will let you know when you can be seen and explain the reason.

Making a complaint

You are entitled to get a service that is prompt, fair, polite and efficient. We want you to tell us when we fall below this standard. The complaint system makes it easier for you to complain and ensures that we deal with your complaint effectively. You can complain by letter, by phone, in person, by using the complaint form available at any office or on our website or by email to housing-complaints@royalgreenwich.gov.uk.

Sometimes we cannot answer your complaint immediately. If we cannot reply in 5 working days, we will tell you that we have received your complaint and let you know who is dealing with it. We will send you a detailed reply within 15 working days, unless the complaint is complicated. If it is complicated, we will send you a letter telling you what is happening and giving you a date when you can expect a full reply.

Selling your home

You do not need our permission to sell your home. If you bought your home from us under the Right to Buy and you wish to sell within five years, then you will have to repay some of the discount you received. The amount will be set out in your lease.

Pre-assignment information

The Home Ownership Service provides a pack of information for those selling their homes, which is called a Pre-Assignment Pack. We provide a standard pack within ten days and fees are payable.

Please contact The Home Ownership Service for the current charges.

This pack includes the following information:

- Service charge accounts for the last three years and details of amounts outstanding (i.e. unpaid).
- Whether ground rent is payable and if so, how much.
- Insurance details
- Major works information, including copies of all statutory Notices where works or invoices are outstanding (i.e. still to be done).
- A check with other departments for planned work that they have on their records.

You must pay any charges owing on your account before the sale can be completed. Sometimes solicitors will want to hold back money for estimated work that has yet to be invoiced. This is known as a “retention”. Solicitors will make these arrangements between themselves and we do not take part in them.

After the sale

Within four weeks of the date of completion, the new owner must notify us that the lease needs to be assigned (legally transferred to him or her). Their solicitor needs to send us a notice and a fee. The records we hold in the Home Ownership Service cannot be amended until we receive this information.

Buying the freehold

Enfranchisement – what is it and who can do it?

Enfranchisement is a collective right for a group of leaseholders of flats to buy the freehold of the building they live in. Leaseholders have this right if they and the building they live in qualify. After buying the freehold, the leaseholders can decide how to manage the property – either doing it themselves or appointing a manager to do it for them.

How do leaseholders qualify?

To have the right to enfranchise, you must be what is called a “qualifying tenant”. This means you must be a long leaseholder with a lease of more than 21 years.

How does the building qualify?

There must be at least two flats in the building.

At least two thirds of all the flats must be sold to long leaseholders.

Not more than 25% of the internal floor area may be in non-residential use or intended for non-residential use (e.g. as a shop).

The number of leaseholders participating must be at least half the number of flats in the block. For example, in a block of 12 flats at least 8 must be sold and at least 6 long leaseholders would need to take part in the enfranchisement process.

When you enfranchise you buy the freehold of your building. You may also have the right to buy property areas that your leases allow you to use at the time you enfranchise. This might include gardens, garages and parking spaces, if you need to buy these to manage or maintain these areas properly.

The freehold is owned by a “nominee purchaser” who you must name when you start the enfranchisement process, so it is important to decide how you want your building to be owned and run in the future. No more than four people can be the joint owners of one freehold, so in a building with more than four long leaseholders it may be better to set up a company to own the freehold, or choose a third party with no financial interest in the building.

What happens to people who have not exercised their Right to Buy?

If flats have not been purchased under the Right to Buy but are instead let by us to secure tenants, you cannot buy the freehold of these flats. The same applies to shops or other non-residential units. In

these cases we have to take a leaseback of these properties and the price you pay for the freehold will be reduced by the value of the leaseback.

For further information on enfranchisement please contact the Legal Team within the Home Ownership Service.

Extending your lease

Leases under the Right to Buy last for 125 years in all cases where the Royal Borough of Greenwich is the freeholder. In rare cases we are not the freeholder and in some of these cases the lease will be less than 125 years at the end of the lease term your flat would return to the ownership of the freeholder.

As the number of years left on the lease runs down this may affect the value of your home, but this is unlikely to affect you as most leases have many years left.

Leaseholders can extend their lease if they have owned their property for at least two years. After two years you have the right to buy a new lease for a term of 90 years on top of the number of years left on your existing lease. A valuer would have to decide on the price you would pay and you would be charged for the valuation as well as paying for the lease.

For more information please contact the Legal Team whose number can be found in the Useful Contacts section.

Nuisance and harassment

Your lease states that you must not do anything in your flat, building or estate that causes nuisance, disturbance or harassment to other residents. These clauses also cover your family members, others living in your house and any visitors and you will be held responsible for their behaviour. If you sub-let your home, you are responsible for the behaviour of your tenants and you should make them aware of what you expect of them.

Examples of nuisance are:

- Loud music
- Noisy parties
- Dumping rubbish
- Uncontrolled animals
- Racial, homophobic or disability harassment of others

If you are suffering from problems with your neighbours, whether they are tenants or leaseholders, the Royal Borough of Greenwich are committed to taking action.

We will:

- Take action against people who cause problems for their neighbours.

- Support people whose right to peaceable enjoyment of their property and neighbourhood is seriously affected.
- Take all reasonable steps to ensure that the tenancy agreement is complied with.
- Work in partnership with the police and other agencies to deal with perpetrators and help people who are affected by anti-social behaviour.

You can get a copy of our detailed policy and booklet for tackling anti-social behaviour from our offices, or you can view both documents on our website at: www.royalgreenwich.gov.uk.

Racial, homophobic and disability harassment

Harassment can happen anywhere – at home, school, work or when you are walking down the street.

Tenancy services deals with harassment that affects your peace, comfort or safety in your home. If you experience any form of harassment or abuse, report it immediately.

You do not need proof that you are being harassed – just tell us and we'll investigate.

We will respect confidentiality by not contacting or passing your details to anyone else without your permission.

We can make you feel safer in your home by fitting extra security or providing a link to the Community Alarm Service.

We can take action against people who are harassing you.

Royal Borough of Greenwich tenants who harass their neighbours may be evicted for breaking their tenancy agreement. For a free advice and support pack, contact the Policy and Performance Team:

Phone/Textphone: 020 8921 5673

Fax: 020 8921 5940

Email: gasp@greenwich.gov.uk

Getting Involved

Leaseholder Focus Group

Greenwich Leaseholder Focus Group represents the views of leaseholders to the Home Ownership Service and is consulted about service developments and leaseholder issues. The group have representatives from differing areas of the borough. There is also an annual 'open-evening' for all leaseholders to raise any concerns they may have.

The Right to Buy and Administration Team runs the Focus Group and officers from the Home Ownership Service attend all the meetings. If you are interested in becoming a member of the Focus Group, please contact the Right to Buy and Administration Team.

Recognised Tenants Associations

Recognised Tenants Associations (RTAs) are associations defined by legislation as covering "tenants" who pay a variable service charge. In Greenwich, this means leaseholders.

RTAs must represent at least 60% of the homes in the block or area for which variable service charges are paid (i.e. 60% of those that are owned by leaseholders). We will provide a model constitution for the association to adopt and will send letters and applications for membership to leaseholders.

Once set up and recognised, RTAs have the following rights:

- The right to nominate a contractor on major works programmes, in some circumstances.
- The right to appoint a surveyor who may access relevant documents.
- The right to be consulted before a Managing Agent for their estate or block is appointed or has their appointment renewed.
- The right to an audit.
- The right to represent a tenant or group of tenants at a Leasehold Valuation Tribunal.

Useful Contacts

Home Ownership Service teams

Right to Buy and Administration Team

Please call for all general enquiries about leaseholder issues, including the Leaseholder Focus Group: 020 8921 4299 or email home.ownership@royalgreenwich.gov.uk

Property Accounts Team

Please call for all enquiries about payment of service charges and capital works invoices:

Central Area:	020 8921 4067
East Area:	020 8921 4095
South Area:	020 8921 4015
West Area:	020 8921 4093

Please call for all enquiries about assignments and alterations: 020 8921 4036/6076.

Service Charge Team

Please call for all enquiries about major works:

020 8921 4075 / 4076
020 8921 4098 / 4096

Legal Team

Please call for all enquiries about lease extensions and enfranchisements: 020 8921 4051/4037

Other Royal Borough of Greenwich Teams

Repairs

To report a repair, call the Contact Centre on 020 8921 8900.

Cleansweep

To report a matter concerning the caretaking of your block or estate, call 020 8921 4661.

Anti-social Behaviour

To report a nuisance or anti-social behaviour issue, call 020 8921 4411.

Home Ownership Service

Royal Borough of Greenwich Data Protection Statement

Information we collect

RBG will collect the following personal data for the purposes of processing your Right to Buy (RTB) application and becoming a leaseholder. This information is kept on your electronic housing file and is relevant to your RTB application and eventual lease:-

Name & address	Date of birth (and name/date of birth of all household members)
Valid photographic ID	Income Information
Contact telephone number	Alternate address
Email address	Emergency contact details

How will Royal Borough of Greenwich use this data

RBG staff may contact you by letter, telephone, text or email to discuss issues with your RTB application and prospective lease as per the requirements of your application, based on the relevant legislation.

Emergency contact details may be used if RBG staff are unable to contact you directly.

Your photograph may be used and passed to other departments for the prevention of fraud and subletting, where applicable.

We may also contact you so we can communicate with you, and keep you informed about other Council services we offer, which may be useful to you.

We may also contact you to communicate with you regarding engagement opportunities and your feedback to help shape our services.

Who will Royal Borough of Greenwich share your data with

Please be aware that information held on the housing file may be disclosed to other sections of the Council, public bodies, third parties and other housing providers for housing management purposes, the safeguarding of children and vulnerable adults and the prevention and detection of crime.

How long will Royal Borough of Greenwich keep your data

This information will be kept for the duration of that you hold a lease with us. In some circumstances we will delete your information after twelve years where it has no connection to the lease.

If you have any outstanding debts with RBG, your details will be held until the debt is recovered.

Please see the Council's webpage for more details on data protection and privacy notices.

http://www.royalgreenwich.gov.uk/info/200031/data_protection_and_freedom_of_information/4/data_protection_privacy_notice