Leaseholder Information booklet
Welcome to this leasehold information booklet, which contains relevant information for all leaseholders. This booklet has been approved by residents, including leaseholders, to ensure it written in plain English and easy to reference.

Some leaseholders live in large blocks of 6 or even 15 flats with communal areas and entrances, others live only in a block of two with their own entrance. Because of this difference, some of the information contained within this booklet may not be relevant to all leaseholders.

Please refer to your lease which sets out all of the terms, boundaries, rules and regulations which apply to your leasehold property.

The Leasehold system

Introduction

Almost all flats and some houses in England and Wales are leasehold. With a leasehold property you (as the leaseholder/lessee) have bought the lease to your property. The lease gives you the right to live in the property for a set number of years providing you keep to the terms within it. The Council owns the freehold to your building and is your landlord.

Your leasehold property shares common areas with other properties in the same building, for example the roof, communal entrances, gardens and foundations. It is our responsibility as your landlord to maintain these common parts.

The lease allows us to recover the costs of maintaining and managing these common parts by charging leaseholders through their service charge council tenants pay for this maintenance through their rents.

The lease

Your lease is a legal document which sets out the rights and obligations of both you as leaseholder and us as your landlord. It is legally binding and any breach of the terms can lead to legal action being taken against either party.

Due to the legal jargon which is used in a lease it can sometimes be difficult to understand. Before you bought your property your solicitor should have explained your lease in full to you and detailed what your rights and responsibilities were.

It is possible to change the terms of a lease. In order for this to take place both parties must agree to the change. If agreement cannot be reached, then it is possible to apply to the First Tier Tribunal (FTT) in order to obtain the alteration.

If you do not have a copy of your lease you may be able to request one from your mortgage company. We can also provide a copy of your lease but will make a charge for doing so.

Below is a brief summary of the main items which may be contained within your lease.

Your lease:

- Identifies the Council as the owner of the freehold of your flat
- Is usually for a period of 125 years. The number of years remaining will depend on when the lease was initially purchased
- Will define the flat and the block in which your property is located together with any right of use
Your rights and responsibilities

These apply to all leaseholders. The rights and responsibilities set out in this section are a summary of the main points. You should refer to your lease for the full list.

**As a leaseholder you have a responsibility:**

- To pay the ground rent and service charges
- To keep to the terms of your lease
- To inform us of any changes to your mortgage company
- To inform us when you sell or let the property.
- To repay the discount given on the property if you purchased the property through Right to Buy and sell it before the discount repayment period has elapsed
- To keep the property in good repair
- To pay all charges relating to the property
- To keep all communal areas clear and free from any obstruction
- To allow us to enter your property in order to carry out certain repairs

of communal areas. These will be shown on a plan, which forms part of your lease

- Details your rights and restrictions and sets out your obligations and those of the Council
- Specifies the annual ground rent and the date on which this is payable
- Specifies other charges which you are obliged to pay.
• To provide suitable floor coverings in your flat to avoid noise transmission

• To take measures to prevent water pipes bursting or fire damage to the flat

• To notify us of any repairs that need carrying out to the building

• To only use your property as a private dwelling

• To be a good and considerate neighbour

• Not to make alterations or additions to the structure of the building, without our written permission. There may be an administration charge for this

• Not to damage or remove any trees situated within the communal grounds

• Not to carry out repair work to cars other than normal maintenance, within the grounds of the establishment

• Not to dump or accumulate items of rubbish anywhere in the establishment, including the communal area and bin store

• To use the communal grounds considerately and as a good neighbour should

• Not to park any vehicle on any grass verge or amenity area

• Not to keep any animals in the property without our written consent

• Not to erect any aerials or satellite dishes without our written consent and planning permission if necessary

• Not to do anything that increases the building insurance costs or voids the insurance policy

• To pay a fair proportion of all major works that have taken place to the building and communal areas

• To maintain all boundaries which are marked on your lease plan with an inward marking ‘T’

• Not to act in an unreasonable way to neighbours and council officers

• To make sure that all of yours and/or your tenants relatives, friends, and visitors, to the leasehold property adhere to the same responsibilities as you, as you are responsible for their actions.

As a leaseholder you have a right to:

• Information on service charges and costs to the building containing your property

• Live peacefully and quietly in your property without disturbance from us as long as all terms of the lease are being adhered to

• Be consulted on any major works that are to take place at the building in which your property is contained

• Use the specified areas defined in your lease for parking, access and storage use.
Our responsibilities

The following is a list of our responsibilities to you. Again this is not an exhaustive list and should consult your lease for further details.

The Council has a responsibility to:

- Repair, maintain and redecorate the structure and exterior of the property
- Insure the building for loss or damage to its full reinstatement value (subject to the insurance sums determined by leaseholders for their properties)
- Manage your building or block in a proper and reasonable manner
- Advise you of the Council’s yearly estimate of service charge for your property
- Provide a summary of costs at the end of each financial year showing the actual costs for the services to your property covering the previous year, including any supplementary or refund figures
- Consult with you before undertaking any major works to the establishment containing your property
- Collect all service charge and ground rent payments due for your property.
What will I be invoiced for during the financial year?

During the course of the financial year you will be invoiced for certain charges.

**January – Ground Rent:**
The nominal ground rent invoices are sent out at the end of the year, ready for the new calendar year.

**April – Estimated Service Charge:**
This charge is the estimated amount of works, services, management and administration the Council expects to spend on maintaining your block during the forthcoming year.

**Late Summer – Supplementary Service Charge:**
If the estimated service charge for the previous financial year was more than the actual cost of providing the service then leaseholders are invoiced for the difference. This is known as the supplementary service charge.

**Service charges**

Service charges are the payments you must make to the Council under the terms of your lease and are your share of the cost of managing, maintaining and providing services to the building of which your property forms a part. If you previously rented your home from us, part of your weekly rent would have covered these costs.

A common myth amongst our leaseholders is that our tenants do not pay for the management, maintenance and provision of services at their blocks. This is not the case. Tenants pay for these services by the Council recovering the costs through their rents. Leaseholders are charged for the same services by us recovering costs through the service charge.

We have to ensure that the cost of services to tenants and leaseholders is not subsidised by either party.
How is my service charge calculated?

The services you pay for depend on your location and type of property, and the different services provided to your establishment. The service charge is based on the financial year that runs from 1st April to 31st March.

You pay your service charge each year in advance on an estimated basis. The estimate covers what we think your share of the costs of the services will be. At the end of the financial year we work out your share of the actual costs. We then compare the difference between the estimated charge and the actual charge and will either ask you for more money or refund the overpayment.

We have to charge an estimate because we do not know in advance how much the cost of providing services will be. Some charges like block repairs are difficult to predict because we do not know how many repairs will need to be carried out, what type of repairs are required or how often these repairs will take place. The estimated charge is calculated using the most up-to-date costs for items such as servicing contracts along with historical information on costs for day-to-day repairs.

An estimated service charge is sent to all leaseholders just before the start of the financial year. The actual service charge accounts are sent out within six months of the end of the financial year. The actual service charge account will detail whether you are due a refund or need to pay more, known as a supplementary charge.

If a refund is shown as due, a cheque or BACS payment will be sent to you if the actual charge is less than the estimated charge by more than £5. If the actual charge is less than the estimated charge by £5 or less, then a credit is placed on your account for the following year. Supplementary charges are due if the actual charge is greater than the estimated charge by more than £20. If this is the case, you will be invoiced for the difference. If the actual charge is more than the estimated charge by £20 or less, then a debit is placed on your account for the following year.

There are limits on service charges, you can find out more about these by visiting www.lease-advice.org
Can I challenge the service charge if I think it is wrong?

We always attempt to calculate the service charges fairly and correctly. If you feel that there is a mistake with your bill or believe the works listed have not been carried out correctly or are sub-standard please contact the Leasehold Management Officer who will investigate and respond to your query.

If you are still unhappy with the response you receive then you can follow our formal complaints procedure. Alternatively, you have the right to challenge the service charge at a First Tier Tribunal (FTT). You can apply to the FTT if you feel you should not have to pay for an item in the service charge, you feel the quality of the work is inadequate, or that the charge is unreasonable. You can also ask the FTT to make a determination on future proposed works.

What makes up my service charge?

The list below details what makes up your service charge. The list is not exhaustive and you should refer to the terms of your lease for a more detailed explanation on what we, as your landlord can and cannot charge for.

The following items can be included in your service charge where relevant:

- Day to day repairs and maintenance of communal areas
- Cost of lighting communal areas
- Cost of cleaning communal areas
- Servicing of fire alarms
- Servicing of emergency and establishment lighting
- Servicing of door and phone entry systems
- Servicing of lifts
- Charges for bulk refuse removal
- Charges for removal of dumped items
- Charges for repairs as a result of vandalism and graffiti
- Charges for controlling pests and vermin in communal parts
What will I be invoiced for during the financial year?

- Charges for removing abandoned vehicles
- Grounds maintenance for amenity areas
- Cost of heating (where there are communal heating systems)
- Major repair, renewal or improvement works to the block
- Buildings insurance
- Contract Administration Charges
- Management Fees (Records & Accounts Charge).

What is the contract administration charge?

Under the terms of the lease the Council is able to charge for administration. This charge covers the cost of administering the service to leaseholders. The charge is worked out as a percentage of the total cost of all repairs and services that have taken place at the establishment during the financial year. The percentage is the same no matter if your property is in a large or small block.

What is the management fee (records & accounts charge)?

Under the terms of the lease we are able to charge a management fee to recover its costs in relation to providing the leasehold service. This is known as the records & accounts charge and includes the following:

- Dealing with leaseholder enquiries
- Providing information to leaseholders
- Calculating the service charges
- Collecting the service charge and ground rent
- Attending First Tier Tribunals/Court
- Collecting outstanding service charges and ground rent
- Maintaining and updating leaseholder records
- Maintaining leaseholder accounts
- Invoicing leaseholders
- Issuing supplementary charges and refunds
- Undertaking statutory consultations
- Auditing leasehold accounts
- Advising leaseholders about their rights and responsibilities
- Producing and updating leaseholders’ communications
- Advising leaseholders on their options for paying service charges and other costs associated with the lease
- Providing information through the Home News magazine
- Liaising with leaseholders through Resident Involvement and Leasehold Officers.
Buildings insurance

Your lease makes it a responsibility of the Council to have appropriate buildings insurance. Each leasehold property has its own insurance policy, the premium for which is contained in your service charge.

The premium is based on the cost of rebuilding your flat and an element for the repair of the common parts. It covers damage caused by things such as:

- Fire, lightning, explosion or earthquake
- Storm, tempest or flood
- Water damage to your property
- Impact by vehicles or animals
- Riots and other disturbances
- Subsidence, landslip or heave of the site upon which the building stands.

Under the terms of your lease you must not do, keep or allow anything that could increase the risks the insurance covers or anything that could void the policy.

The above is of course subject to the policy terms, conditions and exclusions which can be found in your policy booklet.

If you let out your flat or leave it unoccupied for long periods of time you must inform the Leasehold Management Officer, as this could affect some aspects of your cover.

The Buildings Insurance policy does not cover the contents of your flat such as furniture, electrical goods, pictures, clothes and other personal belongings. It is strongly recommended that you take out your own home contents insurance to cover this.

If your building suffers damage and you wish to make a claim on your buildings insurance policy, please contact the Leasehold team.

When claiming on the policy you will be responsible for any excess payments.

If there is substantial damage, the insurance company is likely to bring in a loss adjuster to oversee any remedial work that is required.
Repairs and maintenance

Some repairs of your home are our responsibility and some are yours. Your lease will tell you what repairs and maintenance are your responsibility and which are ours. You can also find out by visiting the Bournemouth council website and typing the words “handy repairs guide” into the search function, this will bring up the repairs and maintenance page which includes the guide which shows responsibilities for each party. Alternatively call the Leasehold Management Team who will be happy to send you a printed copy.

Communal Areas

Council staff inspect these areas frequently, however if you notice any outstanding repairs in communal areas, please report them. You will not be charged personally for repairs because you have reported them, unless they have been caused by you or any friends, family or any other visitors to your property, they will be raised and recharged as per any other communal repairs.

Paying your service charge bill

Please see the reverse of your invoice for ways to pay your service charge bill, you can pay in a variety of ways. You can find more information by visiting www.bournemouth.gov.uk/pay

If you are struggling to pay any of the bills you receive in regard to your leasehold property please contact us as soon as you can, there are a variety of ways we may be able to help you, please remember we are here to help.

Alternatively, you can contact the Citizens Advice Bureau for help by calling 03444 111444 or visiting: www.bournemouthcab.co.uk

Reporting a repair

How to report a repair which the Council has responsibility for

When you report a repair please give the following information:

• Your name and address

• A telephone number where you can be contacted during normal working hours or a mobile number

• As much information about the repair as possible. Please refer to the diagrams on the website for further details

• Any special needs or requirements you have that may help us to carry out the repair with the least inconvenience to you.

Please see the back page of this information booklet for all contact details. The repair line is a FREE phone line and so will not cost you anything if calling from a landline to report your repair.

Please see the reverse of your invoice for ways to pay your service charge bill, you can pay in a variety of ways. You can find more information by visiting www.bournemouth.gov.uk/pay

If you are struggling to pay any of the bills you receive in regard to your leasehold property please contact us as soon as you can, there are a variety of ways we may be able to help you, please remember we are here to help.
**Gas – important information**

For the safety of everyone in the block, you should have a gas safety check and appliances should be serviced at least every 12 months by a Gas Safe engineer.

If you have gas connected to your property, please familiarise yourself with these procedures.

**If you smell gas act immediately:**

- Don’t do anything which could create a spark, e.g. do not light a match, operate light switches/sockets etc or take off any synthetic clothing, which may generate static electricity

- Turn off the gas supply immediately. The shut off valve should be located by the meter. Please make yourself aware of the position of the valve whilst there is not an emergency, contact housing repairs on 08000 281870 if you cannot find the valve

- Extinguish all naked flames and remove any sources of ignition

- Call Transco on 0800111 999, note telephone calls can generate a spark; the safest option is to call from a mobile phone from a safe distance outside the property

- Ventilate the building by opening doors and windows

- Ensure access to the premises can be made (not via the use of the door entry system – which could cause a spark)

- Keep people away from the area

- Please call our gas section free phone 08000 281870 to inform us of the situation.

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**Definition of major works**

Under the terms of your lease the Council as your landlord is responsible for the maintenance of the establishment which your property forms a part of.

The maintenance can be anything from small repairs like replacing a roof tile to large repairs and improvements such as replacing a flat roof or installing new double glazed windows. These large scale repairs are known as major works.

**Below are some examples of what major works include:**

- External/internal communal decoration work
- Replacement communal doors/windows
- Upgrading of communal areas and equipment
- Replacement of fascia’s and soffits
- Door entry system
- Electrical sub main upgrading
- Installation of fire alarm system
- Environmental improvements, including landscaping, drying areas, bin stores and parking areas
- Roof renewal
- Upkeep of external structure
- Replacement of mains water supply pipes
- Replacing lintels
- Chimney removal
A proportion of the cost of the major works that relate to your building and grounds are charged to you through your service charge. In some instances, these costs can be large as some major works can cost an individual leaseholder several thousand pounds and very occasionally the cost may run to over £10,000.

As a result of major works being so expensive Section 20 of the Landlord & Tenant Act 1985 (amended by Section 151 of the 2002 Commonhold & Leasehold Reform Act) makes it a requirement that all landlords carry out formal consultations with their leaseholders when the cost to the individual exceeds a certain value.

If the cost to you and other leaseholders is likely to be more than £250 per leasehold property, then we are required to carry out a formal consultation with all the leaseholders that would be affected by the works. If the cost for the work is less than £250 per leasehold property, then the Council does not have to consult.

**If consultation is required**

If the Council identifies major works are required at your establishment or grounds and it estimates that the cost to an individual leaseholder will exceed £250 it will begin the consultation process:

There can be slight differences in the way the consultation process takes place depending on what sort of major work is required. The list below details the standard stages which the Council adheres to when consultation is required:

1) A Notice of Intention is first served to all leaseholders affected by the proposed work. The notice will describe what the work to be carried out will be and why the Council feels it is necessary to carry out such work. The notice will invite leaseholders to write in with their observations on the planned work. It will also ask leaseholders to nominate any contractors that they wish the Council to obtain an estimate from.
If the proposed work is subject to EU procurement rules that require a public notice, then the Council must state that no nominations can be given by leaseholders.

2) Leaseholders have 30 days from the date of the first notice to submit their observations and/or nomination of contractors in writing to the Council. We will then consider the observations and nominations.

3) We will obtain at least two estimates from appropriate contractors, of which one must be unconnected with the landlord. If there have been nominations of a contractor from a leaseholder, then the Council will try to obtain an estimate from the contractor with the most nominations. If a Residents & Tenants Association nominates a contractor and a leaseholder nominates a separate contractor, then we are required to obtain an estimate from both contractors.

4) We will then issue a notice to the leaseholders which will set out the estimates it has received from the contractors. The notice will also give details of where and when leaseholders can inspect the estimates. A summary of the observations made as a result of the first notice of intention will also be included. Once again leaseholders will have 30 days from which to submit observations relating to the estimates.

5) The Council will then consider all observations made in relation to the estimates and award the contract.

6) Within 21 days of entering into the contract we will serve a final notice to leaseholders which outlines why the contract was awarded to the successful contractor and a reply to any observations that were received under point 5. However, the Council is not required to reply to observations if the contract was awarded to a contractor that was nominated by a leaseholder, or if the contract was awarded to the contractor who submitted the lowest price.

The consultation process is also required if the Council wish to enter into a long term agreement with a contractor. Long term agreements are those which run for a period longer than twelve months.

If after the works are completed you are unsatisfied with the standard of the work, you should raise this immediately with the Leasehold Management Officer. The costs of major repairs are included in the service charge statement.
Emergency major works

If major works are considered urgent, for example a flat roof that has failed, or we need to get the work done quickly we can apply to the First Tier Tribunal (FTT) for an order that will allow us to dispense with the consultation process. The FTT will then inform all leaseholders affected by the work that this has been agreed.

Failure to consult

If we do not consult with leaseholders on major works and have not applied to an FTT to dispense with the consultation process it will not be able to charge leaseholders more than the £250 limit.

Management of your property

Living a flat

As a resident of a flat it is likely that you will have neighbours living either to the side of you, above you, below you or on all sides. In the majority of flat blocks, you will share halls, corridors, gardens and other amenities. This means more people are affected by your behaviour than if you lived in a house or bungalow. Similarly, there are more people whose lifestyles have an impact on your own.

Due to communal living residents of flats have a greater responsibility to ensure that their lifestyle does not unreasonably interfere with other people. There has to be a certain amount of give and take but all residents should respect others rights to peaceful enjoyment of their home.

Car parking

If the flats have parking areas these may only be used for residents’ vehicles that have MOTs, are taxed and are roadworthy. Parking areas may not be used for parking or storage of large or commercial vehicles, caravans, trailers or boats. Normal maintenance to your vehicle only is permitted.

Please park carefully and with consideration without causing damage or obstruction to paths and grassed areas. Bad parking of vehicles causes inconvenience to others and may prevent emergency vehicles reaching the scene quickly.

Noise

Living in a flat you should expect to hear a certain amount of noise from your immediate neighbours. Please ensure you and your visitors act in a considerate manner and keep noise to a minimum by:

- The volume of your television, music or musical instruments should be at a level that does not disturb your neighbours
- Entering and leaving the block quietly and avoiding banging doors
- Carrying out household chores such as DIY, washing or vacuuming at reasonable hours of the day, avoiding times when neighbours are likely to be asleep
- Providing suitable floor coverings such as carpets or floor tiles which will significantly reduce the transmission of noise to adjacent flats.

Items in communal areas

Communal halls, stairs and landings are fire exits and must be kept free of all items. This means that you must not leave any items in the hallways. The council has a zero tolerance policy towards any items found in the communal areas and these will be removed. All rubbish is to be properly placed in the wheelie bin or Eurobins supplied.

The Tenancy Advice Team should be notified if you experience the dumping of items and rubbish in or around your establishment, all reported incidents will be investigated. If the perpetrators can be identified they will be charged for the cost of removal.
Pets

If you or your tenant want to keep a pet, you will need our written permission. Although we will not usually refuse to give permission, it is your responsibility to control your pet and in the event that any nuisance or problems occur we may withdraw our consent.

Please note that no animal may be kept in a shared area. As a flat resident, if you keep a pet you have a greater responsibility to your neighbours to ensure that it does not cause inconvenience. The council will withdraw consent to keep a pet if you do not comply with the conditions set out in the pet policy which will accompany the application form.

Satellite dishes

You must not attach any TV/radio aerial, satellite dish or other piece of electrical equipment to the outside of the property without our written agreement and any necessary planning permission. We will consider each case on its merits and permission will not be unreasonably withheld.

Gas safety advice

For some types of gas heating appliances, it is necessary to provide additional ventilation and therefore air vents may exist or be fitted in your property specifically for this purpose.

You must not cover these vents. They must be kept clear and unobstructed at all times to avoid the build-up of carbon monoxide gas occurring. Carbon monoxide can kill although it cannot be seen, smelt or tasted.

As a leaseholder you are responsible for the correct installation, servicing, maintenance and safety of all the gas appliances within your flat. This includes your gas boiler if you have gas central heating. A Gas Safe registered engineer must carry out the works.

Communal grounds

If you live in a flat and do not have your own individual garden, grounds maintenance will be carried out by us and will form part of your service charge.

We aim to maintain the grass so that it looks neat and tidy throughout the year. When the weather provides ideal growing conditions it may not always be possible to keep on top of the rapid growth. We prune shrubs and hedges to allow for flowering of species to take place and provide the best seasonal display of colour. Trees growing within the grounds are checked on a regular basis, and are maintained in accordance with
good horticultural practice. Please note healthy trees will not normally be removed or pruned.

The communal gardens around the flats are ‘dog free’ areas. Dogs should be kept on a lead and not exercised within the grounds. If your dog fouls while being taken from the site it is your responsibility to clear up the mess. Persistent disregard of your obligation to comply with these conditions could lead to the Council revoking your permission to keep a dog on the premises.

Children’s toys, bicycles, tables and chairs, etc. should be removed after use and not left in communal areas. Please note for safety reasons the Council does not allow paddling pools or trampolines in communal areas.

If you would like to take on the gardening of a section of your communal garden call the tenancy advice team to chat through your intentions. We can then discuss your ideas and how you plan to return the area to its original state when you no longer want or are able to maintain it. Unless shown in your lease as your own garden, you must not section off any part of the communal grounds using fencing or shrubs with the intention of using solely for your own use.

**Cleaning of communal areas**

All residents living in a block of flats have a responsibility to keep the communal areas within the block clean, tidy and free from obstacles.

We provide a supplementary cleaning service on a monthly basis. This service includes sweeping and mopping the floors, dusting and cleaning internal windows, walls and ceilings. A rota, giving the dates when these visits will be carried out, is displayed inside the block by the main entrance door.

For your part, please ensure that no litter is dropped and that any spillages are cleared up. No items should be left outside flats or on landings; these may constitute a fire hazard or potential obstruction in the event of an emergency. Anything found in the communal areas will be removed and stored without prior warning. To reclaim possessions a charge will apply. Please note that low value items such as doormats will be thrown away.

**Bin stores**

All domestic waste should be placed inside the bins within the bin store, and not on the floor. Please help us to keep the bin stores vermin free by leaving them clean and tidy.

**Fire retardant doors**

Lessees who live in blocks with communal entrances are required to have fitted to their property a 30-minute fire retardant front door for their safety and the safety of others in the block.

Regulations require each flat to have a fire door to individual properties within the block. When closed a fire door should resist passage of fire and/or gaseous products of combustion. A UPVC door will not offer any protection against fire from an internal communal area. Hinges and door furniture should likewise be capable of compliance with the fire regulation standards.
If you feel you are subject to anti-social behaviour, please call the tenancy advice team for advice on how best to deal with the situation, all calls will be treated in confidence.

Behaviour which is not considered anti-social
It is important to be tolerant of other people’s lifestyles and make an effort to get on with neighbours. Behaviour that results from different lifestyles, or which would not be considered unreasonable by most people, is not anti-social behaviour.

What about family members and visitors?
If you are a Council tenant or leaseholder you are responsible under the terms of your tenancy or lease conditions for the behaviour of your household, visitors and pets both at your address and in the immediate vicinity. Your tenancy or lease could be placed at risk if these conditions are broken. A copy of your lease can be obtained from the leasehold management team. There may be a charge for this.
Selling your lease

Leaseholders are able to sell their lease on the housing market at any time. When you sell your lease you must inform us within one month of the sale and make sure a formal transfer has taken place assigning the lease to the new owner.

There will be legal costs payable to the Council when you sell your lease. These costs cover a charge to your Solicitor for any administration work incurred in respect of the proposed sale of your lease, as well as a charge to record the new assignment.

The council may consider purchasing the lease back at market value, which could save you estate agents fees, please contact the Leasehold Team for further details. If you fail to notify us, then you will continue to be liable for all service charges and ground rent relating to the property.

Service charges and ground rent

When a property is sold all outstanding service charges must be paid before completion. It is then a matter for both parties’ solicitors to arrange any apportionment of service charges between the buyer and seller of the lease. The solicitors should arrange to retain monies to cover any supplementary charges relating to the property where financial statements have not yet been calculated.

Should outstanding service charges not be paid prior to completion, the outstanding debts against the property become the liability of the new leaseholder as soon as the assignment is complete.

Repaying the discount

If you purchased your flat under Right to Buy and you sell within a certain period of time you will have to pay back a proportion of the discount which you received from the Council.
Sub-letting

Your lease allows you to sub-let your flat as a private dwelling however there are some important points that you should be aware of if you are considering this option:

- Your tenant must keep to the terms set out in your lease with regards to permissions, communal areas and being a good neighbour, or you will be held accountable

- **You must** share any communication from us with your tenants regarding the communal areas, or any day to day living information

- You will need to ensure that your mortgage company agrees to you sub-letting the property under the terms of your mortgage agreement

- You will need to advise the Leasehold team that you are intending to sub-let your property as some clauses in the insurance policy will not apply if you sub-let

- You will become a landlord and as such have a legal responsibility to make sure that gas fires and boilers are kept in good order and checked for safety at least every twelve months.

As the leaseholder you remain responsible for any ground rent and service charges. You will therefore need to notify the Leasehold Management Team of the postal address to which invoices and any other correspondence should be sent. Should bills remain unpaid court proceedings will be taken against you as the leaseholder and not against your tenant.

If you sub-let you are, under the terms of the lease, responsible for the behaviour of your tenant and their family friends or visitors. We will contact you should any problems arise.

All conditions of the lease will continue to apply to you and your tenant, even though you are no longer living in the property. Should a problem arise, we will contact you rather than your tenant.

You will need to contact the leasehold management officer and our insurance section should you leave your property vacant for any length of time.

Enfranchisement

Leaseholders are able to purchase the freehold to their block, if they meet the required criteria. This is known as enfranchisement. Once the freehold is purchased the leaseholders are responsible for maintaining and managing their building. The Council cannot be called upon to fix, repair, maintain or improve any parts of the block once enfranchisement has occurred.

For further details about enfranchisement please visit [www.lease-advice.org](http://www.lease-advice.org)
**Forfeiture**

If a leaseholder breaches any of the terms contained within their lease the Council has the right to forfeit the lease and regain possession of the property.

The leaseholder would not receive any money in compensation if they lose their property in this manner. We would only consider forfeiture as a last resort.

Forfeiture would only be used in order to protect the interests of the Council, other tenants and leaseholders.

Forfeiture is most likely to occur as a result of non-payment of service charges or if the leaseholder is causing nuisance and harassment to their neighbours.

**First Tier Tribunals (FTT’s)**

First Tier Tribunal (FTT’s) are set up in order to resolve disputes between leaseholders and landlords. They are independent panels which contain three members made up from lawyers, surveyors and lay people and are intended to be a quick, easy and less formal way of resolving disputes.

For further information about FTT’s please visit: www.Lease-advice.org
Glossary

**Assignment**
This is the term used when you sell your lease to another person. The new owner of the lease is the assignee.

**Breach**
When a term, covenant or agreement of the lease is broken.

**Common Parts and Communal Areas**
The parts of the establishment which can be used by all residents of the block e.g. stairs, paths, communal grounds, entrances.

**Conveyance**
A legal document which is signed by people wishing to exchange land or property from one party to another.

**Consultation**
This is where the Council asks leaseholders for their opinions on certain subjects which affect them. Consultation is legally required for all works and agreements which are subject to Section 20 Notices.

**Counterpart Lease**
A certified copy of the lease.

**Covenant**
These are legal agreements contained within the lease which set out the leaseholders and landlords rights and responsibilities.

**Curtilage**
Defines the area in which your flat block is situated.

**Deed of Variation**
This document sets out changes to the lease which have been agreed to by the leaseholder and landlord.

**Demised Premises**
The flat which you occupy.

**Easement**
A legal right over a person’s land.

**Enfranchisement**
This is the right of long-term leaseholders to buy the freehold to their building as a group if they and the block qualify.

**First Tier Tribunal (FTT)**
An independent panel set up to resolve disputes between leaseholders and their landlord.

**Fixtures**
These include kitchen units, the bathroom suite, light fittings and any heating systems contained within the property and of which you are responsible.

**Forfeiture**
This is where the Council will terminate the lease and as freeholder will repossess the flat, requiring you to vacate the property. This will be as a result of you failing to keep to the terms of your lease.

**Freehold**
The tenure which gives full ownership of a plot of land for an unlimited time limit.

**Ground Rent**
This is an annual charge, payable in January of each year and is paid to the landlord as a condition of the lease.

**Landlord**
The person or organisation which grants the lease and who normally owns the freehold of the building. (In this case, Bournemouth Borough Council).

**Lease**
The legal contract between the leaseholder and the landlord (the Council), which gives ownership of the property for a period of up to 125 years and sets out the rights and obligations of both the leaseholder and the Council as landlord.

**Leaseholder**
The owner of the lease of a property, strictly known as the tenant.
Lessee
See definition of leaseholder.

Lessor
See definition of landlord.

Management Fee
A fee made by the landlord to the leaseholder as part of the service charge as per the terms of the lease. The charge covers the costs of management of the building of which the demised premises forms a part.

Reversion
The landlord’s right to regain possession of the demised premises once the duration of the lease has expired.

Section 20 Notice
This is the process that the Council must adhere to when planning any major works to your building.

Section 20b notice
Should the Council be unable to confirm your proportion of the cost of any major works within 18 months, the Council will send you a 20b notice notifying you of the delay. Failure to do this will mean the Council are unable to charge you for the work carried out.

Section 125 Offer Notice
Prior to a lease being granted under the Right to Buy Scheme, the Council supplies information concerning service charges and improvements anticipated during the first 5 years of the lease. The service charges shown are the maximum contribution that will be expected of the leaseholder in the first 5 years.

Section 146 Notice
The council must serve a 146 notice before any forfeiture proceedings can commence.

Service Charge
The charge to leaseholders for the Council providing services and maintenance work to the building and estate on which the demised premises forms a part.

Subletting
This is where a leaseholder chooses to let the property to a 3rd party. The leaseholder is still responsible for all the agreements contained within the lease.

Tender
The process where the Council invites contractors to send in estimated costs for doing certain works e.g. window replacement.

Title Deeds
The document which identifies who owns a property.
Contact details

Leasehold Management Officer
01202 458348
The Kinson Hub, Wimborne Road, Kinson, Bournemouth BH11 9AW
A member of the Leasehold Team will be please to meet you and spend some time discussing your needs in person at the Kinson Hub building or may visit you in your home if you have a need.

Repairs Desk: 01202 458417 or Freephone*: 0800 0281 870
(These numbers can also be used for out of hours emergency repairs)
email: housing.repairs@bournemouth.gov.uk

Tenancy Advice Team: 01202 451915
email: housing.landlord@bournemouth.gov.uk

Payment Line: 0330 0887 966
visit: www.bournemouth.gov.uk/pay
Please see the back of your invoice for further help

Formal complaint: 01202 451451
or: www.bournemouth.gov.uk/complaint

Leasehold Advisory Service:
www.lease-advice.org.uk

First Tier Tribunal: 01243 779394
email: rpsouthern@hmcts.gsi.gov.uk

Citizens Advice Bureau: 03444 111444
or: www.bournemouthcab.co.uk

Gas Safe Register: 0800 408 5500
email: enquiries@gassaferegister.co.uk

TRANSCO – Gas Emergency: 0800 111 999

*Freephone number is free from most land lines