

# Leaseholders' Handbook

All you need to know about being a  
Penwith Housing Association (PHA)  
leaseholder



part of Devon & Cornwall  
Housing group





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## **Introduction**

Penwith Housing Association (PHA) was set up in 1993 and has been developing and managing homes in Cornwall since 1994, when Penwith District Council transferred 3342 homes to us. The transfer also included the selling of the council freehold interest in one-hundred flats and maisonettes, which the council had already sold under the 'Right to Buy' scheme.

We became part of the Devon & Cornwall Housing group in 2005 and now manage around 6500 homes for the group across Cornwall.

One of the effects of transferring homes from Penwith District Council is that we became the landlord to all leaseholders of flats and maisonettes who bought their properties from the council under the Right to Buy scheme. All of the rights and responsibilities of the landlord under the relevant leases were transferred from the council to us.



## **About your lease**

A lease is a legally enforceable contract which defines the relationship between an owner (the lessor) and a renter (the lessee). Before you bought your home, your solicitor will have explained your lease to help you understand your responsibilities and the responsibilities of PHA.

Your lease also sets out how your home should be managed and maintained.

Some of the main laws which affect leaseholders are:

### **The Landlord and Tenant Act 1985 and 1987**

This includes:

- a definition of service charges
- leaseholders' rights to be consulted on repairs over a certain limit
- how residents' associations are formally recognised.

### **The Housing Act 1985 and 1996**

This includes:

- the right to buy and the process
- limiting leaseholders' liability for the first five years
- the role of the Leasehold Valuation Tribunal.

### **The Common Hold and Leasehold Reform Act 2002**

This covers:

- major work consultation
- the requirement to consult leaseholders about contracts lasting longer than 12 month
- rules for buying freehold and extending lease
- the powers of Leasehold Valuation Tribunals.

## **Service charges**

Your service charge covers your share of the cost of managing, maintaining, repairing, insuring and providing services to the building, scheme or estate where you live.

Your service charge covers the cost of services you may receive (depending on your property and your lease agreement), including:

- grounds maintenance
- communal lighting
- repairs and maintenance work (such as external lighting, external painting, or repairs and maintenance to the exterior of the building or communal areas. Your lease sets out these items in full)
- communal electricity (lighting)
- buildings insurance
- management costs
- sinking fund.

Every year, we will send you a service charge statement which lets you know how much you need to pay for the current financial year.

Please be aware that if you miss any service charge payments, you may be breaking your lease and possibly your mortgage agreement (if you have one).

If you fall into arrears, we may inform your lender who may decide to pay on your behalf. If they do this, they will add your service charge arrears to the mortgage you still owe them, and you will pay interest on the charge.

If we do not receive a payment, we may instruct our legal department to start proceedings against you. You will then have to pay extra legal and administration charges. If you do not pay your service charges, you could lose your home.



## **Repairs and maintenance**

Every 12 months we will send you a list of all the repairs we have carried out to your building or scheme. We may also invite you to a meeting to discuss repairs, or you can contact us to discuss your queries individually.

Maintenance responsibilities for your property will be detailed in your lease agreement, but the general split of maintenance responsibilities is as follows:

PHA is responsible for repairing and maintaining the structure, outside and shared parts of the building you live in. We will repair and maintain:

- foundations
- outside walls and chimney stacks
- roofs, outside doors and window frames
- structural walls
- outside decoration and communal internal decoration
- shared boundary walls and fences
- lifts and door entry systems
- shared wiring and lighting.

We have the right to enter your home to check what repairs are needed and carry them out if we are responsible for them. Unless there is an emergency, we will always contact you first and give reasonable notice.

You are responsible for repairs inside your home and any areas that are not shared, such as:

- replacing broken glass
- internal decoration
- doors, woodwork and floors
- ceilings, plaster and walls
- kitchen fittings
- all pipe work, taps and valves inside your home
- baths, sinks, washbasins, showers, toilets and pipe-lagging
- heating and hot-water systems
- replacing locks
- fences and gates that are solely yours.

## **Reporting repairs**

If you need a repair to a communal area or facility, please report it immediately to our maintenance team on 0300 3038070. If an emergency repair is needed to a communal area or facility outside normal working hours and it presents a risk to health and safety or could badly damage the building, use the same number (0300 3038070) to speak to our out of hours service\*. Tell the out of hours service that you are a PHA leaseholder, and give them the location and details of the problem.

An example of an emergency would be something like a lift breakdown or door-entry system failure.

\* Calls to the out of hours service may be recorded for call centre records



## **Major work**

We must consult you before we carry out major work or improvements to your scheme, and before we enter into any long-term contract for providing services.

We will send you a legal notice called a 'Section 20 notice'. This will give you a brief description of the work, an estimated cost to your block or building, and the individual unit cost.

We must also consult you if we are planning to carry out any work which will cost £250 or more for each individual property.

In an emergency or in circumstances beyond our control, when we do not have time to consult either leaseholders or their representatives, we may still charge you for the cost of the work. An emergency would include, for example, the collapse of a roof or chimney, falling masonry, or a burst water main.

## **Paying for major work**

We will generally send you an invoice within six months of completing the work.

## **Making home improvements**

You are free to carry out most home improvements, such as internal decoration, having wardrobes fitted, or fitting a new kitchen or bathroom, without any interference from us.

However, if you want to carry out structural work or alterations, please contact us first. It is a condition of your lease that you must receive our permission in writing before you carry out any structural work or alterations to your leasehold home. We will need details of the work needed and, if possible, a sketch of the planned work.

Examples of work that needs permission include:

- replacing windows
- redecorating the outside of your home
- building an extension
- removing walls or a chimney breast
- disconnecting shared heating
- converting a loft.

When you have our permission, you must still comply with any planning and building regulations, the current standards of the gas, water and electricity companies, and any conditions attached to the permission itself.

If you have any queries about home improvements, feel free to call us for advice at any time.

## **Customer engagement**

Your views are very important to us - they help us improve and develop our services to meet your needs and expectations.

We offer a range of methods so that you can get involved in the way that you want to. You can get involved as much or as little as you like, from filling in surveys, to attending focus groups or meetings. A group of leaseholders meet periodically, if you would be interested in attending please contact our Community Engagement Manager.

We publish a newsletter regularly and also keep a range of up-to-date information leaflets. These are available on our website or in office receptions.

## **Residents' associations**

Residents' associations deal with housing issues and regularly meet our staff to discuss improvements. Recognised residents' associations have more consultation rights under the Landlord and Tenant Act when major works and improvements are planned.

If you would like to join or form a residents' association, we will give you support and assistance. Call us for more information.

## **Major improvements consultations**

Where we plan to carry out major improvements we will normally hold a consultation meeting at which we will explain the proposed improvements and you will be able to raise questions directly with staff.



## **Home safety and security**

There are some precautions you can take to help keep your home safe and secure.

### **Fire and smoke**

We recommend that you fit at least one smoke detector on every floor in your home. Remember to test the batteries regularly to make sure they are working.

Cornwall Fire and Rescue Service can visit your home and carry out a free home safety check if requested. Call 0800 3581 999 for further details.

### **Using bottles and containers**

If your home has no mains gas supply, please do not use gas bottles for things such as heaters or cookers. A leak from a gas bottle could cause an explosion and extensive damage to the building.

### **Mobility scooters**

Residents that have a mobility aid that is currently being stored in the communal area must find an alternative place of storage, please contact your Neighbourhood Management Team immediately. These items also present a health and safety risk that must be managed.

### **Door entry systems**

If there are any problems with the door entry system to a block or apartment, please report them to us immediately on our usual number.

## **Getting rid of rubbish**

If you live in a block of apartments, please do not leave rubbish in shared corridors.

Cleaning is carried out as part of the service in our blocks and often cannot be completed to the high standards agreed because items are being left in communal areas which obstruct the work from being carried out.

'Stored' items are not the same as 'dumped' items. It is a breach of tenancy/lease to dump rubbish. If rubbish is proven to be left by you or your visitors you will be charged for this.



## **Condensation**

Condensation is commonly caused by steam, tumble dryers or when drying laundry. It forms when warm air meets cold.

You can help prevent condensation by opening windows or ventilators, ensuring appliances are properly ventilated, and by keeping bathroom and kitchen doors shut, especially when cooking, washing or bathing.

## **Insurance**

### **Our insurance responsibilities**

As a condition of your lease, we insure the building that you live in. The cost of this is covered in your yearly service charge. The policy we have taken out insures the building up to the replacement value of the property.

### **Your insurance responsibilities**

You are responsible for insuring the contents of your home, and we strongly advise you to do so. If you are burgled, or suffered a flood or fire, you could find yourself having to replace everything.

The best way to assess how much insurance you need is to make a list of everything in your home and work out how much it would cost to replace it.

You can search for contents insurance deal in several ways:

- consult an insurance broker, who will get prices for you from a number of different insurance companies. PHA works alongside the National Housing Federation and promote 'My Home' contents insurance scheme. This insurance scheme is designed to offer affordable insurance to housing association tenants. Contact 0845 3372463 for further details
- go directly to a specific insurance company by calling them, or visiting their office or website
- use an internet 'comparison site', which will get prices from a number of companies for you.



## **Anti-social behaviour and neighbour problems**

We will take action to tackle anti-social behaviour (ASB) caused by anyone living in or visiting our homes.

We have adopted the government's definition of anti-social behaviour which is "conduct which is capable of causing nuisance or annoyance to any person [or] conduct which consists of or involves using or threatening to use housing accommodation for an "unlawful purpose".

Examples of ASB include behaviour such as:

- loud music, shouting, disturbance from parties, or excessive noise from TVs, radios or hi-fi equipment
- intimidation, harassment, aggressive and threatening language or violent behaviour
- graffiti, vandalism and damage to property
- supplying drugs from a property, theft or burglary from property or vehicles
- hate behaviour - targeting someone because of their ethnic background, sexual orientation, gender, age, religious beliefs, mental health or disability

## **How we will tackle anti-social behaviour**

Reports will be investigated fully, promptly and efficiently. We will work with other agencies to provide support to victims and take action against people who commit ASB.

## **Reporting anti-social behaviour**

You can report ASB to our housing team by any of our usual contact methods. In an emergency, don't hesitate to call the police on 999.

## **How we deal with reports of anti-social behaviour**

We will deal with all reports seriously and in confidence. We will deal with anonymous reports, but if we cannot ask for more information or evidence we may not be able to take action.

Usually we will interview the person allegedly causing the nuisance and ask them to change their behaviour. We will tell them about the action we will take if they do not comply with their tenancy or lease conditions. If someone is at risk of harm, we may take immediate legal action.

We do not need evidence to conduct an investigation, but we do need evidence if we are to take legal action. If you report ASB, we might ask you to keep records of incidents. In more serious cases, you might have to attend court as a witness.

## **Will I need to confront the person I have complained about?**

We do not suggest that you put yourself at risk, but if the situation you report does not involve threats, violence or harassment then we may suggest that you talk the problem through with the other person involved.

If you feel uneasy we can set up a meeting for you and be there with you. Alternatively we may suggest you use a mediation service to see if a mutually agreeable solution can be worked out.

## **What happens after I report anti-social behaviour?**

We will discuss the details of your initial complaint with you. This will lead to some initial decisions about how we can best deal with your problem together and how we may be able to support you. We will prepare an action plan for dealing with the complaint of ASB that you have made.

We will explain who you should contact if there are further problems and we will agree with you how we will keep you informed of progress made on dealing with the problems you have reported.

## **Further information**

This is an outline of our policies and procedures on ASB. If you would like a copy of our full policy and procedures, please call us and we will pop them in the post.

## **Pets**

If you live in a block of apartments or a scheme with communal areas, you cannot keep pets at your home without our permission. Please contact us before you consider getting a pet, as pets may not be permitted where you live.

If you are permitted to keep a pet, permission will be subject to you looking after your pets responsibly and not allowing them to cause damage to your property or the building, or allowing them to cause a nuisance to other residents.

## **Subletting your home**

Please contact us if you are planning to sublet your home. If you do not inform us, you will be breaking the conditions of your lease. We will need a contact address and phone number for you whilst you are living elsewhere and subletting, as you still have responsibilities as the leaseholder.

Even though you are not living in your property, you are still responsible for ensuring that the leaseholders' duties are carried out. Your tenants will need to keep to the conditions of your lease. If they cause nuisance or break the conditions of the lease, you will be held responsible.

### **Other people to inform**

Your insurance policy may be affected by subletting, so remember to let your insurance company know about your change of circumstances as they may need to amend your policy.

You should also tell your mortgage company that you are subletting, and get legal advice on your rights and responsibilities as the landlord of your property.

### **Shared owners**

If you are a shared owner, you can not sublet your home. You might be able to sublet if your property is owned outright. Please contact us for further advice on subletting.

## **Extending your lease**

If you have owned your home as a leaseholder for at least two years, you have a right to a new lease. Your new lease would normally be granted for 90 years plus the present term still left to run. There are some conditions you will need to meet. We advise you to take legal advice and valuation advice to check if you qualify and to help you with the process of extending your lease.

You will be responsible for paying our reasonable legal and valuation costs, whether or not you do extend your lease. We are also entitled to ask you for a deposit. This may be 10% of the premium you plan to pay for extending the lease, or £250, whichever is the greater.

If we (you and PHA) cannot agree a price for extending your lease, you can appeal to the Leasehold Valuation Tribunal which will make an independent assessment of the value.

## **Buying the freehold on your home**

This information is a brief guide only. We advise you to read the government booklet entitled 'Your right to buy the freehold of your building' for more detailed information.

All long leaseholders of properties have the right to buy the freehold of their building by grouping together with other leaseholders as long as they meet certain conditions. The purchase is called 'collective enfranchisement'.

The value of your building under the right to collective enfranchisement is based on the open market value of the building.

Your decision on whether to take up the new rights may depend on how much it will cost.

There is no formula for working out the price and we cannot tell you how much you will have to pay.

## **Selling your 'right to buy' home**

If you sell your 'right to buy' home you may be liable to repay a proportion of the discount you received.

If you sell your property within ten years you will be obliged to give the right of first refusal to PHA.

For further details please refer to the government booklet "Your Right to Buy Your Home" We advise all leaseholders and freeholders to get legal advice before selling their home during this period.

### **Further advice**

We are always happy to help with advice about your leasehold home. Don't hesitate to call, text, write to or e-mail us. Our contact details are overleaf.

## Useful contacts

### **LEASE (Leasehold Advisory Service)**

Telephone: 020 73839800  
Lines are open Monday to Friday  
From 9am to 5pm

Email: [info@lease-advice.org](mailto:info@lease-advice.org)

Address: Maple House 149 Tottenham Court Road, London W1T 7BN

### **LVT (Leasehold Valuation Tribunal)**

Telephone: 0845 1002615 or 0121 2367837

Fax 0121 2369337

Email: [midland.rap@communities.gsi.gov.uk](mailto:midland.rap@communities.gsi.gov.uk)

Address: Residential Property Tribunal Service, 2nd Floor, Louisa House,  
92-93 Edward Street, Birmingham, B1 2RA

If you would like any of our information translated into your language, please ask

ENGLISH

ይህንን ማስረጃ በሌላ ቋንቋ መሰጠት ካስፈለጋችኛ

AMHARIC

إذا أردت ترجمة أي من معلوماتنا إلى لغتك، نرجو أن تطلب ذلك.

ARABIC

اگر مایلید هر بخشی از اطلاعات ما به زبان خودتان برایتان ترجمه شود، لطفا درخواست کنید.

FARSI

Si vous souhaitez obtenir la traduction dans votre langue de certaines des informations communiquées, veuillez nous le faire savoir

FRENCH

نه گه ر پیت خوشه هه چ به شیک له زانیاریه کانی نیمه به زماتی خوت بۆت ته رجومه بکریته وه تکایه داوای بکه.

KURDISH

Prosimy o kontakt, jeśli chcą Państwo otrzymać tłumaczenie naszych informacji na swój język ojczysty

POLISH

Se desejar alguma parte da nossa informação traduzida para a sua lingua, basta pedir

PORTUGUESE

Kama utapenda taarifa hii katika lugha yako, tafadhali ulizia

SWAHILI

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TIGRINYA

Eğer bilgilendirmelerimizin herhangi birinin kendi dilinize çevrilmesini istiyorsanız lütfen istekte bulunun

TURKISH

اگر آپ ہماری کسی بھی معلومات کا اپنی زبان میں ترجمہ چاہتے ہیں تو براہ کرم دریافت کریں۔

URDU

**Would you like this information in large print, on audio tape or in Braille? Just speak to your scheme managers, or call us on 0300 3038030 and we will be happy to help.**



part of Devon & Cornwall  
Housing group

# How to contact us

## Customer Services Team

**0300 3038030**

(in and out of office hours)

Lines are open from 9.00am – 5.00pm Monday to Friday.

Fax: 01736 331647

Email: [contact@penwithha.org.uk](mailto:contact@penwithha.org.uk)

Typetalk: 18001 01736331799 Minicom: 0800 0277014

TEXT: 07797 800079

Or visit us online at: [www.penwithha.org.uk](http://www.penwithha.org.uk)

### 24 Hour Repairs Hotline:

0300 3038070

### Penzance Office:

67 Morrab Road, Penzance, Cornwall TR18 2QJ

### Truro Office:

Kenwyn Street, Truro, Cornwall TR1 3BA