

REGENER MYATTS FIELD NORTH

Homeowners Handbook





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INTRODUCTION

Welcome to the Regenter Myatts Field North Leaseholders' handbook. We hope you find it helpful in providing information about your lease and the wider Myatts Field North community.

This handbook provides an overview of both your rights and responsibilities as a leaseholder and ours as a managing agent on behalf of Lambeth Council. We have designed this handbook to give you general information. However, not all leases are the same and it is the terms of your lease that determines your rights and obligations as well as ours. If you are in any doubt about the terms of your lease, you should contact the housing office who will be able to help you, or will let you know who can; you may also want to seek independent legal advice from a solicitor or law centre.

If you would like more information about your home or our services, contact us and we will be happy to help.

Email: mfncustomerservice@pinnaclegroup.co.uk

Telephone: **0203 771 0150**

Visit or write to us at:

**Myatts Field North Centre
24 Crawshay Road
London
SW9 6FZ**

ABOUT REGENER MYATTS FIELD NORTH PFI

The London Borough of Lambeth is engaged in a twenty-five year housing Private Finance Initiative (PFI) with Regenter Ltd known as Regenter Myatts Field North. The contract commenced on the 4th May 2012. The housing PFI project includes the construction of 808 new build homes and the modernisation and refurbishment of 172 existing homes. It also includes the development of a state-of-the-art landscaped park; development of new streets, green spaces and allotments; refurbishment of estate-based retail units and the construction of a new showpiece community centre with sports facilities. If you would like to know more about the project you can find us at www.regentermyattsfieldnorth.co.uk

Pinnacle Group is one of the four contractors that make up Regenter Myatts Field North and we are responsible for all aspects of housing management, this includes all services regarding homeowners including cleaning and grounds maintenance and the collection of service charges.

Rydon are responsible for all repairs and maintenance.

Higgins were responsible for all demolition and new build on the estate.

E.on has supplied the new district heating system with electricity to heat and provide hot water to the estate.





I. YOUR LEASEHOLD OR FREEHOLD

This section aims to help you understand your role as a homeowner, including your rights and responsibilities.

Your Lease

A leasehold is the right to live in and use part of a property for a long period – known as the ‘term’ of the lease.

The lease is the formal contract between you and Lambeth Council. Both you and Lambeth Council have a duty, by law, to keep to this agreement. By signing the lease you are accepting the responsibilities that are described in the lease. We are responsible for managing your lease on behalf of Lambeth Council.

Most of Lambeth leases last for 125 years, beginning from the date when the property was first sold. This means there is likely to be a long time left on your lease when you buy it. If your lease is approaching its expiry date, contact us for more information about extending it.

If you would like a copy of your lease, you can request one from your mortgage provider, the Land Registry or us. You may be charged a fee for this service.

Rights and Responsibilities

Your lease is a legal agreement. It explains your rights and responsibilities as a leaseholder and Lambeth Council's responsibilities as freeholder.

It is your responsibility to read and understand your lease or to ask someone to explain it to you. If there is anything in the lease you do not understand please contact us on **0203 771 0150**.

It is important that you follow the conditions of your lease, as failure to do so is a breach of your lease agreement and could result in us taking action against you. Continual or serious breaches may result in us taking legal action and ultimately terminating your lease. This means you could lose your home without financial compensation.

Our Responsibilities to You

We must on behalf of Lambeth:

- Maintain the structure and outside of your property, the services to the building, and all shared areas of the building and estate
- Ensure that the building is insured against damage, loss or vandalism and give you a summary of buildings insurance cover (this insurance cover does not include the contents of your flat)
- Ensure service charges are reasonable and explain how we have worked them out.
- Consult you about issues that may affect the services we provide
- Consult you before carrying out any major work to your block (any works costing more than £250 for each flat in a block is classed as major works)
- Issue Section 20 notices (S20) where necessary.
 - A section 20 notice (S20) is a notice to tell you that we intend to carry out work or provide a service that leaseholders will have to pay towards. We must serve a S20 on any leaseholder who will be affected by the work or receive the service. The S20 will include information about what we plan to do and how much it is estimated to cost. It will give you the opportunity to take part in the consultation process and comment on what is being planned.
- Process your personal information in line with the Data Protection Act 2018
- Respect your right to live in and enjoy your home.

If you think we have failed to carry out any of our duties, please contact us and we will do our best to resolve the problem.

Your Responsibilities

As a leaseholder you must:

- Pay your service charges and ground rent on time
- Keep your boiler and heating system in a safe condition, if you do not get heating and hot water from a communal boiler. Your boiler system must be serviced every year by a Gas Safe registered engineer. You must keep a copy of the inspection certificate for your records (see our Your Safety service guide for more information)
- Make sure a qualified electrical engineer carries out any electrical

work to your property and gives you a copy of a valid certificate

- Maintain and repair your home
- Where required we may need to be granted access to enter your home to do any work needed to the property or the block
- Use your property only as a private home. You cannot run a business from your home without having prior written permission.
- If you live in a flat, keep communal areas clear
- Not engage in anti-social behaviour

Additional requirements include the following:

Anti-social behaviour

You must not cause alarm, harassment or distress to another person where this could damage their quality of life or the wellbeing of the wider community. You are responsible for your own behaviour and the behaviour of anyone who lives with or visits you.

Pets

Written permission is required to keep a dog in your property. If permission is granted it will be on the condition that the dog is micro-chipped and the relevant owner details are kept up to date. Please note this a condition of your lease. If you own a pet, it must be suitable for your home and lifestyle. You are responsible for your pets and those owned by your visitors, subtenants or lodgers. If they cause damage or a mess, we will charge you for clearing it up, and will take any other action we think is necessary to resolve the problem. You must not keep dog breeds which contravene the Dangerous Dogs Act 1991 (as amended). We do not permit residents to breed dogs commercially or sell animals from their homes.

Subletting

If you decide to sublet your home, you are still responsible for your lease or transfer. This includes continuing to pay us your service charges. You are also responsible for the behaviour of your tenant(s). To ensure your tenant(s) is aware of the conditions of your lease or transfer, you may ask them to sign a tenancy agreement. A solicitor or managing agent will be able to advise you about tenancy agreements.

If you decide to sublet, you must give us your forwarding contact details or those of your managing agent. You should also notify:

- Your lender, if you have a mortgage
- Your insurance company. Failure to tell them may mean your contents insurance policy will not pay out – you will not be insured.
- You must also provide us with a copy of the tenancy agreement and contact details including phone numbers of agent and/or tenant.

Gas Safety Check

It is important to arrange your annual gas safety check by a Gas Safe registered engineer, if you have gas appliances in your home. Under the Gas Safety (Installation and Use) Regulations 1998, and the terms of your lease, you have a duty to carry out these checks on an annual basis, and must ensure that your appliances are properly maintained.

It is important that you keep your gas safety certificate and give your tenant(s) a copy, as we carry out regular checks and may request a copy from yourself at any given time.

Running a Business from your Home

If you wish to run a business from your home, you will need our written permission first. We will generally grant permission, unless:

- You intend to carry out your trade or business from a garage, shed or shared area at the property
- Your activities will cause a risk to your or anyone else's safety
- You will disturb or cause nuisance to your neighbours, or
- Your activities will break the law or planning or environmental health requirements.

We will not normally give permission for businesses or trades that require you to employ staff or install machinery, but we will generally agree to occupations like accounting, freelance writing/journalism or child-minding. We may withdraw our permission if the business or trade causes a nuisance, or you fail to seek planning permission where this is required.

For more about planning and environmental health rules, contact Lambeth Council on **020 7926 1000**.

As long as you do not break the lease conditions, you have the right to stay in your home for the duration of the lease.

Your Freehold

If you buy your property's freehold, you will own your home and the land it is built on, and you will have the right to live there for as long as you please. You can make alterations to the property within the restrictions of the law and Lambeth Council's planning controls.

When you buy the freehold you will receive a transfer document (similar to the lease agreement for leaseholders), which transfers the title of the property to you. This document is legally binding. It is important that you know and understand the conditions of your transfer document. Contact us on **0203 771 0150** if you have any questions.

The transfer document contains a plan that outlines your house, any gardens or structures that are your responsibility, and the area where you live. It also explains your rights and conditions. For example, a freeholder is responsible for repairing and maintaining the whole property (both inside and outside). If your property is on an estate it is likely that you will be required to contribute towards estate costs as an estate charge. Utility companies, such as water, gas and electricity companies run mains pipes under the street to provide their services. They repair and maintain these up to the border of the freehold land. As freeholder, you are responsible for repairing and maintaining service pipes that run from the border of the land into your home.

Freeholders on Estates

In 1993 Lambeth started charging freeholders for the cost of providing services to their estate. If you bought your home after May 1993, your transfer document may include a clause that says you have to pay an estate charge. This is a contribution towards the cost of repairing, renewing and maintaining services to the roads, pathways, shared landscaped areas, lighting and play areas.

Change of Details

Changing your name

If you change your name, you must provide us with a marriage/civil partnership certificate or a deed poll.

Changing the name on your account with us

If your name does not yet show up as the owner of the property on our accounts, you must send us a Notice of Assignment or Transfer and pay a fee as set out in your lease agreement. Ask your solicitor for advice on the notice or fee.

What to do about the account with us if the homeowner dies

If the homeowner has died, we will need a copy of the death certificate. Once probate has been granted, you must give us a copy of the grant or a notice of assignment/transfer as set out in the lease, so that we can update the accounts and issue a refund. If the homeowner was a freeholder paying estate charges, you will need to provide a deed of covenant in the name of the new freeholder.

It is your responsibility to make any changes at the Land Registry.

For more information contact the Land Registry:

Telephone: **0844 892 1111**

Visit: **www.landregistry.gov.uk**

Fire Safety

Most fires in the home are started accidentally. You can help keep your home safe by taking a few simple precautions. Smoke alarms are a simple and inexpensive way of helping to protect your home and we strongly recommend that the leaseholders fit them.

Please make sure that you read our latest online information on fire safety and are familiar with the fire arrangements for your own building.

Fire risk assessments and management of communal areas.

The Regulatory Reform (Fire Safety) Order 2005 is a piece of statutory

legislation that sets out how fire risks should be managed. The Order specifies that a “responsible person” for each premises must conduct a Fire Risk Assessment (FRA) and decide how any risks should be addressed.

In council-owned blocks of flats in Lambeth, the council will carry out Fire Risk Assessments for the communal areas of the building, and address any issues highlighted. We may ask you to cooperate with us in any safety measures we take as a result of Fire Risk Assessments. We may also contact you to request access to your flat to inspect fire stopping , The Regulatory Reform (Fire Safety) Order specifies that anyone who has repair responsibility for part of a building through a tenancy has fire safety responsibility for that part of the building. As a Leaseholder, you have a duty to cooperate with us in safety matters and to ensure that the parts of the building you are responsible for are safe.

As part of our management of the building. We must keep communal areas and escape routes free from fire hazards and obstructions. You must not store any items in any communal areas of the building. Any combustible items will be removed by us without notice and we will ask that any non-combustible items are removed within 24hrs.

Fire Doors

If you own a purpose built flat, you should make sure that your front door is a 30 minute rated and properly fitted fire door. If your door was already fitted to the property when you bought it from the council or another leaseholder, it may not meet modern standards and you may have to upgrade it. Fire doors should meet standards BS476: Part 22 1987 or BS EN 1634-1 2000 and be fitted with an overhead closer meeting the appropriate British Standard.

If during a Fire Risk Assessment of the communal areas we identify that your flat might be fitted with an unsuitable door, we will ask you to replace it. If you do not comply, then we will fit a suitable fire door and recharge you the cost of the work.

Fire Safety Visits

The London Fire Brigade offers free fire safety visits to provide you with bespoke advice.

You can book a home safety fire visit at their website:

www.london-fire.gov.uk/homefiresafetyvisit.asp



2. ADVICE FOR NEW HOMEOWNERS

This section provides helpful information to consider after you buy your home, including choosing insurance cover, how to make a complaint and how to become involved in resident forums.

Moving in

If you have bought your home under the Right to Buy scheme, you are probably already living in it. However, if you are moving into a new home, there are lots of things to remember. As a homeowner, you are responsible for organising and paying all your charges for gas and electricity, unless these are communally provided. All leaseholders and freeholders are responsible for organising and paying for their water; contact the water authority directly to make payment arrangements.

Insurance

There are two main types of home insurance:

- Buildings Insurance
- Home Contents Insurance.

Buildings Insurance

Buildings insurance covers the cost of damage to the structure of your property for risks such as fire, explosion, subsidence, bad weather or earthquake.

If you are a freeholder, you will be responsible for arranging your own buildings and home contents insurance.

Building Insurance for Leaseholders

If you are a leaseholder, we will provide insurance for the building. This covers:

- Shared areas of the building
- The structure of your flat (i.e supporting walls and roofs)

What a leaseholder owns is often defined in the lease as the **Demised Premises**. The leasehold ownership of a flat usually relates to everything within the four walls of the flat, including floorboards and plaster to walls and ceiling, but does not usually include the external or structural walls. Leaseholders must be clear on what insurance they purchase and what it covers and does not cover. Buildings insurance and homes contents insurance are not the same thing. The buildings insurance for the common parts is included the service charge, however this covers **communal areas only**.

Every year, Regenter will send out a copy of the insurance schedule with a summary of the policy. New owners will receive a booklet outlining the policy terms and conditions. If the policy changes in any way, you will be told of the change. Please read the policy carefully. For a full list of situations covered by the insurance, refer to your policy.

How to Make a Claim

To make a claim you will need to contact the insurer directly. If the claim involves extensive damage to the structure of the building contact us.

If the damage affects the structure or shared areas, we may repair it and send you a bill for your share of the repair costs. You can then reclaim this expense from the insurance company, as long as you had previously told them about the incident.

Home Contents Insurance

We do not provide insurance to cover the contents of your home.

Replacing lost or damaged property can be very expensive, so you should take out home contents insurance to protect against loss and damage. Most insurance companies cover items such as furniture, carpets and electrical appliances against loss, damage, flood, fire or theft.

Comments, Complaints and Compliments

We aim to provide a good-quality service at all times, but sometimes things can go wrong. If this happens, we want you to tell us about it so we can put it right and provide you with a better service.

Compliments are just as important to us as complaints. We want to hear from you when things go well. Your compliments help us identify what we are doing well and promote this among our staff.

If you have a comment or a practical suggestion you would like us to think about, let us know.

Whether you have had a good experience or a bad one, tell us. Your feedback will help us improve our performance and make things right for you.

Making a Complaint

There are several ways to make a complaint about our services. Often, you can get a problem sorted out straight away by talking to a member of our staff. If you are not happy with the response you receive when you report a problem, you can make a complaint in one of the following ways:

We want to make it as straight forward as possible for customers to register a complaint. We will acknowledge and action complaints by all methods including:

- By telephone **0203 771 0150** (Housing Office) **0800 0851230**
- By email : **regenter@rydon.co.uk** or **mfncustomerservice@pinnaclegroup.co.uk**
- In person: Myatts Field North Centre, 24 Crawshay Road, London SW9 6FZ
- By letter: As above.

If you make a complaint and we are at fault, we will:

- Provide an apology;
- Tell you why things went wrong;
- Learn from our mistakes and make sure that the same thing does not happen again.

Regenter Complaints Process

Stage 1

We will acknowledge your complaint within two working days.

The relevant staff member from one of the four partners representing the Regenter service (Eon, Higgins, Pinnacle or Rydon), will investigate and send you a response within 15 working days.

Stage 2

If you remain unhappy with the outcome of the complaint you can ask for a stage two review. To do this, you should write to the Contract Manager, Regenter to the above address.

Similarly to Stage 1 you will receive an acknowledgement within two working days and a response within 15 working days.

Stage 3

If you are still not satisfied with the outcome of your complaint, you can request that the London Borough of Lambeth Corporate Complaints Unit investigate your complaint.

The Corporate Complaints Unit can be contacted by writing to:

Corporate Complaints Unit
London Borough of Lambeth
Lambeth Town Hall
London SW2 1RW

The Council where possible will complete the stage three investigation within 20 working days. If for any reason there is a need to take longer than this the Council will explain the reasons for the delay and let you know when you can expect a full reply.

Local Government/Housing Ombudsman

If you are not happy with the way that the Council have handled your complaint and you have been through each stage of our complaint procedure then you can further complain to the Local Government Ombudsman. This is an independent national service that investigates complaints about councils. Alternatively you can contact the Housing Ombudsman Service. This is also an independent national service that investigates complaints within the social housing sector. They will expect to have gone through all stages of our complaints procedure before you involve them.

Local Government Ombudsman

PO Box 4771

Coventry

CV4 OEH

Tel: 0845 602 1983

Housing Ombudsman Service

81 Aldwych

London

WC2B 4HN

Tel: 0300 111 3000

Resident involvement

We want our services to meet the standards you expect and our policies to have your support. We encourage you to work with us, as your comments and ideas help us identify things we need to change or do better.

This section outlines the ways you can get involved with us, your neighbours and your community in the management of your home and environment.



Ways to get involved

All Myatts Field North residents are welcome to take part in consultations about our services. We know people have busy lives, so we try to make it easy and practical for you to take part in various ways.

Currently working on the estate is the Happenings, the focus of which is community development with its resident association functions as well as responsibilities for monitoring the contract. If you would like any information about these groups, please contact the housing office.

Estate walkabouts

Estate walkabouts offer an opportunity for you to walk through your estate or street with staff and contractors. Resident representatives are often involved. During a walkabout you can highlight issues relating to:

- Grounds maintenance and cleaning
- Repairs
- Lighting
- Bin collections

It is also a good opportunity to learn more about the standards of service you can expect from us, and to provide feedback on completed work. Details of planned estate walkabouts will be provided in the housing office and regularly advertised in newsletters and on notice boards.

Consultation Events

Consultation events enable us to collect your views on important matters affecting your home and community. Sometimes we hold formal events like workshops and focus groups; at other times a staff member may approach you at a community event or the annual resident's conference and ask for your opinion on a service.

We are always looking for new ways to help residents get involved. If you have any ideas, contact us on **0203 771 0150**.



3. YOUR CHARGES AND PAYMENTS

This section explains the different types of payments and charges you face as a homeowner under the terms of your lease or transfer documents. It also contains advice on how to cope with financial difficulty, and how to resolve disputes.

Ground rent

Ground rent is the rent payable for the land your home is built on. It only applies to leasehold properties. All ground rent is due on 1 April each year.

For homes leased under the Right to Buy scheme, the ground rent is £10 a year. For homes not leased under the Right to Buy scheme, the ground rent may vary. For example, some may have incremental increases. This means that for the first 25 years of the lease the ground rent will be £150 a year and will afterwards increase to £300.

Your lease will state the amount of ground rent payable for specific time periods. From 30th June 2022 all new leases issued or lease extensions approved do not carry a ground rent charge. Please contact us if you have any concerns about your ground rent.

Service Charges

Your service charge covers the day-to-day running costs of your building and, if applicable, the estate your building is on. It generally includes the cost of:

- Housing management services and administration
- Building Insurance
- Caretaking, communal services and other shared block and estate charges
- Repairs and maintenance services to your block and estate

Under the terms of your lease or transfer you must pay towards these services, even if you choose not to use them.

If you are a resident leaseholder we can offer you a 10 month instalments plan to be paid on the first day of each month from April each year. Failure to pay will be in breach of your lease or transfer. Absent leaseholders MUST pay the service

charge in full within 30 days of receipt of the invoice.

If you wish, you can pay your total service charges for the year in a one-off payment.

If you are making payment by cheque that your address and property account ref number need to be put on the back of the cheque.

Calculating Service Charges

Your service charge is calculated in line with the terms of your lease or transfer.

Before council tax was introduced, local taxes were called rates. The rate charge was based on a value agreed for each property, known as the rateable value. Rateable values for properties within a block generally depend on the size of each property, i.e. the amount of floor space. In most cases, larger properties have higher rateable values and as a result will have a higher service charge, while smaller properties have lower rateable values and a lower service charge.

Your lease or transfer describes how we work out your service charge and the services we can charge you for. It will also state if we must calculate it according to the rateable value of your property or the rateable value of your block or estate. Each property has its own rateable value. If you add up all the rateable values of every property in a block, you get the block rateable value. If you add up all the rateable values of every property on an estate, you get the estate rateable value.

Management Charge

There is an administration or management charge for services that we provide (except for insurance) to your building and, where appropriate, your estate. From January 2012 Lambeth set this at 10 per cent of the total amount spent each year on providing these services. Regenter has continued with this charge with no further uplift to 10 per cent. The management charge also includes central services; for example, administration costs for issuing statements, final accounts and estimates. This charge is included in your yearly service charge.

Estimated Service Charges

By April of each year we send account holders an estimated yearly

service charge for the new financial year. Your contribution is based on an estimate of what we expect to spend on your block and estate during the coming year.

We add the yearly ground rent charge for leaseholders to the first payment in April each year, and include a ground rent notice with the estimate.

Final Accounts

At the end of the financial year we prepare our final accounts. These show our actual spend on services for the previous year. We aim to send out final accounts within six months of the end of the fiscal year.

If we spend more than we estimated, you will need to pay the difference. If we spend less than we estimated, we will credit your account with the difference.

When final accounts are issued, we will send you a:

- Covering letter explaining the final accounts and if money is owed to you or us
- Certified summary of service charges
- Summary showing the difference between the estimated and actual charges

If the final accounts show you owe us money, you will have 28 days to pay the amount due. In special circumstances we may allow you to pay over a longer period, contact us if you would like more information about this.

If You Are Unhappy with The Service

If you are dissatisfied with the standard of a service or repair, or believe you have not received a service for which you are being charged, please contact us on. We will investigate the matter, and if the service is below a reasonable standard or not being provided, we will put the problem right. If an adjustment leaves you with a credit balance to your account, you may be eligible to apply for a refund. Please note we only apply credits when we work out the final accounts.

Service Charge Payment Options

There are several ways you can pay your service charges.

Standing Order

The service charge is due on the first of each month, so you will need to instruct your bank or building society to take the money from your account a few days earlier, leaving time for the payment to reach us. This will ensure you are never in arrears.

When you receive your estimate each year, you must instruct your bank or building society to amend the amount due.

To set up a standing order for service charge payments, use the following details:

Bank to receive payment: Barclays

Account to be credited: Pinnacle Housing LTD Client A/C Myatts
Field North

Sort code: 20-00-00

Account no: 53250474

Please remember to quote your account number, starting MFN when making any payments.

Cheque

Make your cheque payable to **Pinnacle Housing LTD Client A/C Myatts Field North** and write the address of your property and your service charge account number on the back. You can either take this directly to the bank or hand in to the housing office.

Claiming a Refund

If your account is £50 or more in credit after we have made the final account adjustments, you can apply for a refund. We normally enclose a refund request form with your final account; otherwise you can ask us for one. We can only pay refunds to the person or persons named in our records as the owner(s) of the property. If you no longer own the property, you will have to contact the new owner for any amount owed to you.

To protect your money from fraud, we will only issue a refund by cheque or electronic transfer.

Major works

Under the terms of the lease and transfer we are responsible for carrying out repairs and maintenance to your block and estate. When repairs are lengthy and costly, they are called 'major works'.

Examples of major works include:

- Putting a new roof on your building
- Replacing the lift in the building
- Installing new windows in your block
- Repairing roads, paths and walkways on the estate (other roads are maintained through council tax payments)
- Improving fire safety

We must consult you on any work we carry out in line with section 20 of the Landlord and Tenant Act 1985 (as amended). We consult all leaseholders about major works that will cost them more than £250 each.

The Consultation Process

We will issue a section 20 notice, which will contain:

- Reason(s) for carrying out the works
- A description of the work(s)
- An invitation to comment on our proposal
- A breakdown of costs

If we regard the works as an emergency, we may not be able to follow this process in full. However, you will receive a notice outlining the nature of the work, the estimated cost and your likely contribution. In these circumstances we have a duty to act reasonably regarding the work to be done and the cost.

If You Are Unhappy with The Work

If you have concerns or are unhappy with the standard of work, you should contact us as soon as possible. We will inform the relevant managers, who will investigate any problems.

If you are still unhappy, you can apply to the First Tier Tribunal, who will decide if the works are of a reasonable standard.

Major Works Payment Options

Although payment for major works is a form of service charge, we have a payment options that lets you spread payment over a two year period.

Your lease says you must pay immediately. However, we currently allow payments over a two year interest free period. We are sympathetic to genuine cases of financial difficulty, and understand that not everyone can afford to pay their invoice in one go. If this applies to you it is important for you to make contact with the housing office as soon as possible.

Difficulty Paying

Service Charges

Your lease or transfer agreement makes it clear that **you must pay your service charge on the first day of every month**. Ground rent is included in the service charge. Failure to do so will result in a breach of the terms of your lease and you should talk to us as soon as possible. We will discuss with you why you cannot meet your payments and may be able to suggest other payment options.

If you receive income support, you may be able to get help via the benefits agency to pay your service charges. You will need to contact the benefits agency for more information.

Major Works

We know that charges arising from major works can cause financial difficulties. This is why we advise you to **start saving from an early stage in case you have to pay them**. In addition to our major works payment option (listed above), you may wish to consider the alternatives below:

1. If you have a mortgage from a building society or bank, you could ask them to increase your mortgage to cover the cost of the work by paying the bill on your behalf
2. You could also take out a personal loan to cover the costs of a major works bill.

Will you take legal action against me?

We only take legal action as a last resort. This would usually be because you have ignored our letters and allowed a large debt to build up on your account. You should never ignore our letters, as you could lose your home due to service charge debt. We also strongly advise that you seek independent legal advice from a solicitor or your local Citizens Advice Bureau.

What happens if I'm taken to court?

Again, we will only pursue legal action as a last resort. However, we must protect our interest in the property. In such situations, we will issue a county court claim against you to recover the debt. Legal action could result in:

- A charging order
- An order of sale (you would have to leave), or
- Forfeiture of the lease (you would have to leave).

Alternatively, we may refer the matter to the Leasehold Valuation Tribunal for determination.

What is a charging order?

This is where we register the money owed as a legal charge on the property. If your home is sold, money will be taken from the sale proceeds and paid to us as a part of the transaction. You will not be able to receive the proceeds from the property sale until the debt has been cleared and the charge removed. A charging order does not make you sell your home. If you are not selling it and have cleared the debt, you can apply to have the charge removed.

What is an order of sale?

This is used to enforce a charging order if the charging order is not being adhered to. Once a charge has been put on a property, if the resident fails to adhere to the court order, the landlord has the ability to order that the property be sold in order to recover the debt.

What is forfeiture?

To forfeit the lease means to terminate the lease. The property would go back to the landlord and be resold or used as a general needs unit.



4. REPAIRS AND HOME IMPROVEMENTS

Repair Responsibilities

Regular repairs and home improvements can increase your home's value and keep you and your household safe. This section covers your responsibility as a homeowner to do repairs. It also tells you when you need to get council approval for alterations or improvements to your home, and how to get it, and outlines your other safety and maintenance duties.

Freeholders are responsible for all repairs to their home, inside and outside.

Leaseholders are responsible for repairing and maintaining most inside parts of their home, including:

- Internal non-structural walls, floors and ceilings
- Internal decorations
- Kitchen units, toilets, sinks, baths and other fixtures and fittings
- Individual heating systems, flues, plumbing and electrics that serve your property only.

We are responsible for repairing and maintaining the building's structure and the common areas, including:

- All structural walls, roofs, window frames, foundations, shared drains and external decorations
- All the building's internal and external communal areas, such as internal decorations to communal areas and repairs to fences, footpaths and boundary walls
- Communal heating systems, excluding radiators and pipe work within your property.

Reporting a Repair

You can report a repair to us by:

- Calling us on **0800 0851 230** from landlines and **0330 123 9166** from mobiles
- Writing or coming into see us at: Myatts Field North Centre
24 Crawshay Road
London
SW9 6FZ
- Email: regenter@rydon.co.uk

When you report a communal repair, you must tell us the exact location. For example, tell us the name of the street and the number of the nearest house. If there's a problem with a street lamp or a lift, look for the unique number it carries.

Emergency repairs reported outside normal hours

If you have an emergency repair after hours, at weekends or on bank holidays call us on the same numbers above.

A repair is an emergency when the fault could cause serious health and safety problems or severe damage to your home if not fixed or made safe. Emergencies include:

- Lift breakdown
- Total loss of electrical power to a block
- Total loss of mains water supply to a block

This does not include loss of service caused by your water, gas or electricity providers. The cost of the emergency repairs service is paid through your administration or management charge. However, if you call out the emergency service unnecessarily, we may charge you separately for the cost of any work done.

Access to Your Home

If a repair needs to be done inside your home, you or a responsible adult must be present at the time of the appointment so we can have access to your home to carry out the repair. If you're not there to let us in, we may charge you for our time and our contractor's time.

If you are not in when we attend, we will leave a card to let you know we have called. This will be recorded on our system. You must then contact us and re-book the repair.

Normally, we will give you at least 24 hours' written notice that we will need access to your home. In an emergency, we have the right to enter the property without notice if we believe that you or others are at risk or if the property will be damaged if we do not enter. For example, we would enter your flat to fix a leak if water from your flat was flooding flats below and affecting electrical wiring. In such situations we may recharge you for repairing damage caused to other properties by a problem in yours.

We may also need access to your property to inspect the repair and make sure the contractor has solved the problem. If you are out at the time arranged for the inspection, we will assume the repair has been done satisfactorily, unless you let us know differently. Please be willing to give us access to complete this check, as it helps us ensure we are providing a good service.

How to Identify Our Workers

Our staff and contractors all carry identity cards.

If a staff member or contractor cannot show their identity card, do not let them in. Report the incident to us on 0203 771 0150 or to the police.

Home Improvements and Alterations – The Process

Freeholders

If you are a freeholder, any alterations you make will be subject to planning and building regulations. For more information contact Lambeth Council on 020 7926 1000.

Leaseholders

If you are a leaseholder, you must get written permission from the freeholder (i.e. from us at Regenter, on behalf of Lambeth Council) before carrying out any alterations inside your home. This is known as landlord's consent and is different from planning consent or buildings consent. Landlord's consent is a condition of your lease.

We generally grant permission for reasonable alterations. However, we may refuse alterations that cause noise nuisance in neighbouring flats, such as replacing floor coverings with laminate flooring. We may also refuse permission to make any structural alterations to your flat; for example, knocking down supporting walls. Contact us on 0203 771 0150 for more information and to discuss your options.

We will not withhold consent for alterations unreasonably, but in some circumstances we may need to apply conditions. For example, if you wish to replace your windows, we may insist you replace them with a particular style that suits the rest of the building. Similarly, replacement front and back doors must meet current fire-safety regulations.

To apply for landlord's consent, you must give us your written request along with:

- Details of the work, including plans and drawings
- Where applicable, the necessary statutory consents including any planning permissions, listed building consents and conservation area consents
- Required building regulation certificates
- Required health and safety certificates
- An application fee of £250 (as at May 2012). Please make your cheque payable to Pinnacle Housing LTD Client A/C Myatts Field North.

Once we are satisfied, we will give our consent or conditional consent.

Conditional Consent

Conditional consent means you will get our consent on successful completion of the work.

All alterations must:

- Meet Lambeth Council's specifications and standards
- Be fitted by competent trade's people to an acceptable standard, meeting health and safety regulations
- Be carried out during reasonable hours, usually Monday to Friday, 9am to 5pm
- Be in the parts of the building owned by the leaseholder
- Not cause any form of damage to the building's structure
- Not reduce the value of the property or building
- Not make the building's overall management more difficult.

You are also responsible for removing any building rubble or rubbish at your own expense. If we have to remove it on your behalf, we will recharge you for our costs.

Once the work is complete we will carry out an inspection. If you have met the conditions of our conditional consent, we will give landlord's consent.

We recommend you tell your insurer about the work, as they may need to change your policy. You should also inform your mortgage lender (if applicable). Depending on the alteration, we may need to amend your lease. We will let you know if this affects you and will charge reasonable legal costs for the amendment. If we did not amend your lease, it might lead to problems when you want to sell your home.

Installing a New System

If you are a leaseholder and want to replace your central heating, you will need to write and tell us what type of system you intend to install. It is important that the work meets building regulations and safety and health standards. If you fail to seek permission before installing a new system, and the new system does not meet our standards, you may have to pay to remove it.

If you are fitting a gas-fired heating system, a Gas Safe registered engineer and Lambeth Council will inspect it to ensure the work meets building regulations. Lambeth Council will charge a fee for this service. Remember you will be responsible for repairing and maintaining your heating system, including the boiler, pipe work and radiators, after the installation. This includes making sure that a Gas Safe engineer services the heating system every year, including the boiler and its fixtures and fittings, and gives you a copy of the inspection certificate.

If you are a freeholder, you do not need our permission to install your own central heating. However, you must get a Gas Safe registered engineer to install and inspect any gas-fired heating systems you buy.

Regenter will also need to inspect the work when it is complete.

There may be shared pipe work for heating and hot water running through your freehold. If there is, under the terms of your transfer you must let us have access following reasonable notice. If we cause any damage to your property while doing repairs and maintenance, we will put it right.

Satellite Dishes

If you want to install satellite dishes, you must seek permission from Lambeth Council's planning department. If you are a leaseholder and your planning permission is confirmed, you will also need to get written permission from us.

When applying for permission to install a dish, please consider:

- Choosing the smallest possible dish
- Placing it where it cannot be seen
- Selecting one that will blend in with its background
- Locating it where it will not interfere with equipment, doors or windows of neighbouring properties.

When your satellite dish becomes out of date, please remove it and restore the building to the condition it used to be in. Proposals for satellite dishes on listed buildings are unlikely to be approved where they would change the building's character.

Before we grant permission, we may need to see a surveyor's report. If so, you will be responsible for the cost. If you receive our permission, choose your contractor carefully, as you will be responsible for damage to the building, or for other claims.

Once you have installed your satellite dish you must insure it against accidents or damage. You are also responsible for arranging the removal and replacement cost if we ask you to remove the dish so we can do repairs to the building. You should check if your insurance covers this.

If you have not received permission before installing a satellite dish, we may take it down and charge you for doing this.

Please note: cable television may be a simpler alternative. It is widely available and offers most channels without the need for a satellite dish or planning permission.

Windows

To replace your windows you will need permission from Regenter on behalf of Lambeth Council. You can do this by writing to the Housing Office.

We may decide to replace all or most of the windows in the block as a major works scheme. If you or a previous leaseholder replaced the windows in your home after getting Lambeth Council's permission, and you wish to keep those windows, we will not charge you for your full share of the cost of the scheme. You may still have to pay your share of the cost of any communal doors and windows replaced in the scheme. This new policy changes the way leaseholders are charged for windows.

If you replace your windows without Lambeth Council's permission, we may remove them as part of a block window replacement scheme and will charge you the full cost of the scheme.

Floor Coverings

Wooden or laminate floors can make homes noisy, causing complaints from your neighbours. If you own a flat, we will generally not grant permission to install laminate flooring or sanded floor boards in the property, except:

- On the ground floor, and
- If there is no living accommodation beneath you.

If you already have wooden or laminate floors installed, they can remain as long as there are no complaints. However, if a neighbour does complain, you may have to remove them or take precautions to minimise the noise, for example by laying a rug or carpet.

Asbestos

Asbestos is a naturally occurring fibrous material that has been used in buildings since the 1950s. It is an insulator (keeping in heat and keeping out cold), has good fire-protection properties and protects against rust. Asbestos is often mixed with other materials and can be difficult to identify. If your property was built before 2000, some parts are likely to contain asbestos. Asbestos is found in many products including ceiling tiles, pipe insulation, boilers and sprayed coatings.

Asbestos-containing materials in good condition are not a risk to people's health. In our properties we try to make sure that anything that may contain asbestos remains in good condition, is sealed with paint, and has a warning sign against it. If any of these materials, or others you suspect contain asbestos, are damaged, contact us immediately.

You should contact us before doing any of the work listed below in your home. We can tell you whether materials containing asbestos are present in the area where you plan to work.

- Do not drill, cut into, sand or scrape anything you think may contain asbestos
- Always soak wallpaper before removing it. If possible, use a steam stripper and gently peel away the paper before redecorating
- Do not try to remove textured coatings (Artex) from ceilings. Wash any area of flaking paint with sugar soap before repainting
- Do not try to remove old floor tiles or linoleum. Leave them in place and lay new floor coverings over them

The general rule is to always leave asbestos alone.

By law, we must maintain an asbestos register. The asbestos register is essential to managing asbestos in all our properties. It lists all materials that are presumed to contain asbestos or have been confirmed to contain it after laboratory sampling and analysis. You can ask what information we hold on the register about asbestos in your home by contacting us on **0203 664 1000**.

Removing Asbestos Materials

Homeowners are responsible for repairing and maintaining their properties, and this includes dealing with any materials that may contain asbestos. Specialist laboratories can test suspect materials to confirm whether or not they contain asbestos. For more information contact UKAS on 020 8917 8400 or contact us on 0203 771 0150.

As a homeowner you are responsible for getting asbestos materials safely removed to a licensed waste tip by a specialist removal contractor. Please get and keep a copy of the waste consignment note from your removal contractor as proof that they have disposed safely of the asbestos-containing material. You will have to pay a fine if you fail to dispose of hazardous waste safely.

If you want to have asbestos material repaired or removed, you can obtain details of local licensed asbestos removal contractors from the Asbestos Removal Contractors Association. For more information, you can phone them on 01283 566467 or email info@arca.org.uk. Alternatively, you can visit their website for further information: www.arca.org.uk

The Corporation of London, on behalf of London boroughs, can collect wrapped asbestos and packaged chemicals under a set size or volume from your home. For more about this service, phone the Corporation of London on 020 7606 3110, or phone 020 7332 3433 to arrange a collection, or visit www.cityoflondon.gov.uk

Preventing condensation

Condensation is often caused by modern living and home improvements. For example, central heating changes air flows around buildings and rooms. This can cause warm, moist air to get trapped inside your home, which would previously have escaped through chimneys, windows and doors. Condensation appears when water vapour condenses on a cold surface. If not cleared away, this can lead to a spread of black mould.

You can take a few simple precautions to reduce condensation in your home:

- Do not dry clothes on radiators
- Keep extractor fans clean and unobstructed, and use them whenever you need them
- Open windows and cover pans when cooking
- Put some cold water in the bath before adding the hot water
- Do not block air vents in walls and doors
- Clean away any mould that appears on walls, ceilings or windows with a suitable cleaning solution
- Do not vent a tumble dryer into the inside of your property
- Shut kitchen or bathroom doors when using extractor fans
- Open windows regularly to replace damp air with dry air, especially in the morning.

Preventing Mould:

- First treat any mould you have in your home. To kill and remove mould, wipe down walls and windows with a fungicidal wash – follow the instructions precisely
- Dry-clean any mildewed clothes, and shampoo carpets
- After treating walls and windows, use a good-quality fungicidal paint to help prevent mould recurring. Fungicidal paint is often used in kitchens and bathrooms, but you can also use it to combat mould in any other room.

The only way to avoid severe mould is to get rid of dampness and condensation. If you think there is rising damp in your building, contact us as soon as possible.



5. FIRST TIER TRIBUNAL (PROPERTY CHAMBERS)

(Formerly known as the Leasehold Valuation Tribunal)

The First-Tier Tribunal (Property Chambers) is part of the Residential Property Tribunal Service, and deals with disputes between leaseholders and landlords. This service is an alternative to going to court. Although it is still a type of legal hearing, it is less formal than a court hearing. Freeholders who pay service charges can also use the First-Tier Tribunal.

The First -Tier Tribunal panel is usually made up of three people – a lawyer, a valuer (a surveyor who has expertise in valuation) and a lay person (usually a member of the public with expertise in service charges). Either a service charge payer or the landlord can apply to the First-Tier Tribunal.

The First-Tier Tribunal looks at issues such as:

- Repairs and maintenance to a block
- Cleaning, ground maintenance and other shared services
- Buildings Insurance
- Service Charges
- Management fees.

They also have the power to decide:

- Whether a service charge is due
- How much service charge is due
- Who it is paid to
- Who has to pay it
- How it should be paid, and
- When it should be paid.

How can the First-tier Tribunal help me?

If you think the cost of a service is unreasonable, first contact us or use our complaints procedure. If the matter cannot be settled, you may wish to apply to the Leasehold Valuation Tribunal.

There is a fee of up to £500, but this can be shared if you are making a group application with your neighbours. In certain circumstances the application fee can be reduced or waived.

Contact the First-Tier Tribunal for more information:

Email: london.rap@communities.gsi.gov.uk

Telephone: **020 7446 7700**

Write to: **Residential Property Tribunal**
(Property Chambers)
10 Alfred Place
London
WC1E 7LR



6. ENFRANCHISEMENT: BUYING YOUR BUILDING'S FREEHOLD

An enfranchisement (or collective enfranchisement) allows the leaseholders of a building to jointly buy the freehold. When the ownership is transferred, you will take on the joint responsibility for the building's upkeep, insurance and management. Managing a building takes time and commitment, so you should consider this matter carefully before making any decisions.

If you are interested in enfranchisement, you should seek independent legal advice.

Qualifying

To have the right to enfranchise, you must be the long leaseholder of a flat (i.e. your lease is for longer than 21 years) in the building of the freehold you wish to purchase.

You can only buy the freehold with other long leaseholders if your building satisfies conditions, including the following:

- There must be two or more flats in your building. If there are only two flats in the block, both leaseholders must share in the purchase
- At least two-thirds of all the flats in your building must be held on long leases
- Not more than 25 per cent of the internal floor area (apart from common parts such as stairs) of the building may be in non-residential use or intended for non-residential use – for example, as a shop or an office
- The number of leaseholders participating must equal at least half the flats in the block.

Buying the Freehold

The price of the freehold takes into account various factors, and we work out the cost after the building has been valued. The price will include:

- The open market value of the building
- At least half the 'marriage' value. That is the extra value resulting from freehold and leasehold interests being under the same control
- Any compensation for the cost of separating the leasehold or freehold from the property (severance), or other losses
- Our reasonable costs.

All services charges (annual and rechargeable work under section 20) must be paid in full before the sale of the freehold is completed. You and your fellow freeholders will be responsible for the building's upkeep and maintenance.

Effect on Tenants

If there are tenants (non-leaseholders) living in the building, we on behalf of Lambeth will take out a 999-year lease (known as a leaseback), so that we can continue our relationship with the tenants. This will mean we become a leaseholder of the building, rather than a freeholder. If we have tenants with an introductory tenancy, we can still choose to take a leaseback.

7. SELLING YOUR HOME

The following information guides you through the steps you need to consider when selling your home.

You are free to sell your home at any time. However, if you bought under the Right to Buy or Social Home Buy schemes and you sell it in the first five years after buying it; you may have to repay all or part of the discount. If this applies to you, contact us for more information on **0203 771 0150**.

If you applied to buy the property under the Right to Buy or Social Home Buy scheme on or after 18 January 2005, you must also give us, on behalf of Lambeth Council, first choice to buy the property from you at the market value. This is known as the Right of First Refusal. This applies only if you are selling in the first 10 years after buying. We have 21 days in which to tell you whether or not we want to buy back the property. After this time, if we do not want to buy, you are free to sell on the open market.

Sale Options

There are a few ways you can sell your home:

Through an estate agent

An agent will visit and value your home. If you take them on, they will advertise your property and arrange for people to look round it. You will have to pay the estate agent for their work, so find out their fees before you hire them. The Property Ombudsman can provide a list of approved estate agents in your area. For more information visit **www.tpos.co.uk** or telephone **01722 333306**.

Sell it yourself

You can arrange the sale yourself. However, while freeholders can put up 'For sale' signs, many leases do not allow this. Please check with us before erecting any signs.

As a general rule: if you are allowed to put up a board, it must not measure more than 0.5 square metres or a total area of 0.6 square metres for two joined boards. Advertisement boards may not extend

more than one metre from the wall of a building. Further, you may only display one board and you must remove this within 14 days of selling the property. Boards are not allowed in some areas, so you will need to check with Lambeth Council's Planning Department.

You can also advertise and buy homes on the internet. There are many websites to choose from, and we recommend that you read the terms and conditions carefully.

When You Have Found a Buyer

We recommend you find a solicitor or a licensed conveyancer to manage the paperwork for the sale of your home. Costs and the type of services they provide will vary so it is advisable to contact a few to compare costs. The Solicitors Regulation Authority can provide a list of approved solicitors (for more information visit www.sra.org.uk or telephone **0870 6062555**).

Transferring Service Charges

We will provide a pre-assignment pack on request, which contains information for your potential buyer. Please note we charge for each pack.

The pack includes details of:

- The balance of your service charge account – day-to-day and major work (section 20 rechargeable work) invoices
- Any work rechargeable under section 20 that is being done, but has not been invoiced
- Any invoices under section 20 that have not been paid
- Any section 20 work that is planned for the future
- Insurance information
- Any incidents we are aware of where the lease or transfer has been broken
- The ground rent (for leasehold properties)
- Service charges for the last three years for the day-to-day account and any section 20 invoices. It is your or your solicitor's responsibility to give this information to the buyer's solicitor.

All service charge payments, including invoices for work rechargeable under section 20, must be cleared before the property is sold. As your service charge payments are based on estimated costs, your solicitor will normally ask you to hold some money back until the actual costs are known (called 'retention').

It is also important that you and your buyer agree what to do about any underpayment or overpayment on the service charge account at the time of sale. These are private arrangements. We cannot get involved in any disagreements that start after the property has been sold.

Removing Your Name From The Service Charge Account

After the property is sold, the buyer's solicitor must write to us about the change of ownership. This letter is called a Notice of Assignment (leasehold) or Notice of Transfer (freehold with charges). We must also be told about any new mortgage arrangements. This letter is called a Notice of Mortgage or charge. Please note we charge a fee for handling each notice.

After receiving this information, we will sign the notices and send a copy to the buyer's solicitor. We will then change the service charge account details and write to the new owner, providing the account reference number, the estimated monthly instalments and details of the various ways to pay.

We will not change the account details until we have received these notices. So it is in your interest, once you have sold the property, to check that the new owner has sent us the notice to end your liability.

Garages, Parking Spaces and Sheds

If you rent a garage, parking space or shed from us, you must tell us you intend to move at least 10 days before the sale of your home completes. This includes returning any keys and ensuring your account has been paid and closed. It is important that you do not hand your keys to the new owner.

If a new owner would like to rent a garage, parking space or shed, they should contact us.

Who else to notify

When you sell your home it is important that you tell Lambeth Council's tax department; the utility companies supplying your gas, electricity and phone lines; the water authority; and any other suppliers.

We also recommend that you arrange with your bank or building society to cancel any standing orders or direct debits for making payments at your old address.

Your solicitor may be able to advise who else you should inform after the sale.

9. KEY CONTACTS

Emergency contacts

If you smell gas, telephone: 0800 111 999

Emergency services (ambulance, police and fire), telephone: 999

Non Emergency contacts

111 is a new telephone service brought to you by the NHS. It is the number you should call when you need advice or medical treatment quickly, and you cannot wait for an appointment to see your doctor. If you need emergency medical treatment, you must call 999.

Regenter/Rydon

Telephone: 0800 0851 230 / 0330 123 9166

Email: regenter@rydon.co.uk

Website: www.regentermyattsfieldnorth.co.uk

Myatts Field North

Telephone: 0203 771 0150

Email: mfncustomerservice@pinnaclegroup.co.uk

Website: www.regentermyattsfieldnorth.co.uk

Address: Myatts Field North Centre

24 Crawshay Road

London

SW9 6FZ

Lambeth Council

Telephone: 020 7926 1000

Opening times: Monday to Friday 9am to 5pm.

Email: infoservice@lambeth.gov.uk

Website: www.lambeth.gov.uk

