



Leasehold Handbook



Wythenshawe
Community Housing Group

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Being a leaseholder

Welcome

If you've just moved into your new home we know there are a lot of things to remember. Even if you've been in your home for a while, you may not be aware of your neighbourhood services and what we provide, which is why we've produced this helpful guide.

Each section gives a little more information about your home and your neighbourhood. We'll show you all the things we can do for you and tell you how you can get in touch with us.

What is a leaseholder

A leaseholder is someone who owns a lease but does not own the land their home is on or the building that their home is in. If your home is a flat or maisonette it will be part of a larger building which is divided into individual units. There will usually be another property above, below or next to yours, but still within the same building. Wythenshawe Community Housing Group owns the land and the building that your home is in and is the freeholder of your building.

A leaseholder is someone who;

- Has bought their property from Manchester City Council prior to the stock transfers in 1999, 2004 or 2006
- Has bought through Right to Buy/ Right to Acquire schemes from Parkway Green Housing Trust

- Has bought through Right to Buy/ Right to Acquire schemes from Willow Park Housing Trust
- Has bought through Right to Buy/ Right to Acquire schemes from Wythenshawe Community Housing Group
- Has bought a flat from someone who purchased their property through one of the above schemes.

As a leaseholder you have bought the right to live in your property for a fixed number of years. We are reviewing the number of years we offer on an initial lease. Further details on Lease Extensions are available in the handbook. The lease is a contract containing both your rights and responsibilities as a leaseholder and Wythenshawe Community Housing Group's rights and responsibilities as a landlord.



Rights and responsibilities

This section sets out a summary of the basic rights and responsibilities of Wythenshawe Community Housing Group as the freeholder, and you as owner of a leasehold flat/house.

Below are some of the most important conditions set out in your lease.

Our responsibilities are:

- To insure the building, but not the internal contents of your property, if you have a garden buildings insurance will not include elements within it. Please note, there are a small number of our leases where the responsibility for buildings insurance lies with the leaseholder. If you are unsure, please check with us.
- To keep in repair the structure, the exterior of the premises and the building, and repair any defect affecting the structure.
- To maintain and repair all the communal parts of the building and estate.
- To ensure any services that are provided by us are maintained at a reasonable level.
- To collect ground rent and service charges to cover your share of the costs and repairs and maintenance of the building and common parts/estate.
- To ensure that you are keeping the interior and services (plumbing etc) inside the property in good condition, and if necessary to gain access to carry out inspections and/or repairs for which you may be charged.

Please remember, we have a responsibility to maintain the exterior of your property. You should not undertake any repairs or maintenance for areas which are not your responsibility.

Your responsibilities are:

- To pay ground rent, service charge and major works costs as set out in your lease agreement.
- To keep the interior of the premises plus fixtures and fittings in good condition and repair.
- To use the premises as a single private residence.
- To allow access for any inspections, repair or work required to the building.
- Not to make any alterations or additions to the structure or the main timbers of the premises without our prior written consent.
- To maintain any garden allocated to you in a neat and tidy condition and not to erect any garage, shed, greenhouse, fence or other structure without our prior written consent.



Your lease

Your lease lets you occupy your property for a fixed number of years. This period is called “the term”. The term is usually 99 or 125 years from the date the first lease was taken out on your property. The length of the term will reduce each year from the date the lease was granted when the property was originally sold.

We are currently reviewing the fixed number of years which we offer when the first lease is issued but this will not affect current leaseholders.

For example, if the lease was originally taken out in 1996, the Term would be for 99 years and the lease would expire in 2095. If you then sold the property in 2006 the remaining term of the lease would be for 89 years (because 10 years have passed), and this lease would still expire in 2095.

Your lease describes your flat in words and includes a plan of the flat and any garden allocated to you. We are responsible for the structure of the building such as external brickwork, and roofs, the common parts like stairwells and any shared services to your building or estate such as electricity and drainage. While we will look after the building, you will have to pay a share of the maintenance costs each year. This is called a service charge. It is important that you understand your lease. It is a legally binding contract between Wythenshawe Community Housing Group and you. Breaking the conditions of your lease could have serious consequences. We strongly recommend that you read it carefully and get advice from a solicitor if there is anything which you do not understand.

Lease explained

Lessee - person who leases a property from its landlord.

Lessor - The landlord of a property who leases it to another person.

Lessor's covenant - This covers how the landlord will manage the property.

Breach of covenant - This is the term used when a duty set out in the lease is broken.

Changes to your lease

Your lease is a legal contract and can only be altered with the express agreement of you (as the leaseholder) and us (as the freeholder). It can be changed by a 'Deed of Variation' which may be approved by a court who can agree with, or challenge, any changes you want to make.

There is an application fee and legal costs payable.

If you have a mortgage then your mortgage lender may need to give consent to any changes. They may charge to give consent. You should check with your lender.



Lease extensions

Most leaseholders have the right to buy an extension to the term of their lease. The usual extension term is 90 years for a flat and 50 years for a house. Any extension that is bought, is added to the term already remaining on the lease.

Please see the lease extension criteria below:

- You will be obliged to meet Wythenshawe Community Housing Group's reasonable legal fees which are £800 plus VAT and disbursements
- A valuation is required to determine the premium payable for the extension. You will be responsible for arranging an RICS valuation via one of our approved valuers.
- If you do not agree with our valuation you will be responsible for arranging your own valuation with an RICS accredited surveyor (not an estate agent).
- Upon agreement, the lease would be extended for the agreed amount of years in addition to the unexpired term. The usual extension term is 90 years and any extension that is bought is added to the term already remaining on the lease. (The number of years is currently being reviewed).

- You would need to serve your request in writing along with an official notice (Section 42 Notice).
- The cost of extending a lease depends on several factors. These include the term left on the lease, and current valuation from a RICS accredited valuer.
- A Chartered Surveyor will provide a calculation of the premium (the cost to add the extra years).

For more information you can visit: [Leasehold Extension - Getting Started - The Leasehold Advisory Service \(lease-advice.org\)](#)



Service charges explained

Service charges

Service charges cover the cost of services that we provide to you. Your lease requires you to pay the service charge and says broadly what service we will provide in return. It is designed to cover the maintenance and running costs of the building structure together with the costs of management of any communal areas, insurance of the building (if required by the lease or agreement) and services provided.

The service charge cycle

Your service charge is variable. This means that it varies depending on the actual costs of the services. The service charge demand you receive is an estimate set at the beginning of the financial year. An adjustment is then made at the end of the year through the annual accounts once the actual costs are known.

The result of this may be that you are owed money if you have paid more than the actual costs in your estimate, or you owe money if you have paid less.

We will send you a statement to show the actual costs before the end of September that follows the financial year-end of 31 March. This will include details of the current Sinking Fund balance for your property. Any overpayment will be credited to your service charge account. We will send you an invoice for any underpayment and this will be due on 25 December each year.

Sinking Fund

Your service charge may also include a sinking fund contribution. Sinking funds are made up of amounts regularly set aside in order to pay towards future major expenditure. The sinking fund charges vary depending on the type of property you live in and can include charges for:

- External painting (including brickwork, windows and door frames, soffits, bargeboards and rainwater goods)
- Painting of communal areas
- Prior to paint works/repairs
- Redecoration of the external or communal areas
- Pointing
- Communal paths & accessways
- Roof renewals & repairs
- Structural maintenance & repairs
- Replacement of lifts
- Replacement of refuse chutes
- Rewiring of communal areas
- Replacement of windows or external doors

This list is not exhaustive and structures and responsibilities may vary. Your lease will outline the specific responsibilities relating to your property.



We regularly review the contributions you make to the sinking fund, which means you may see your contributions increase or decrease in line with the balance currently held for your property and any anticipated works.

Your sinking fund charge is calculated by dividing the cost of works for your block of flats, by the number of flats in the block. We then divide this figure by the number of years until the work is expected to be completed. For example:

Total cost of work	£6,000
Number of flats in block	4
£6,000 divided by 4 flats	£1,500 per flat
Schedule for work	5 years
£1,500 per flat divided by 5 years	£300 per flat, per year

The sinking fund is created to avoid you having to pay a substantial bill in the year that the works are carried out. Monies collected towards your sinking fund are held in a separate bank account with individual interest being paid on the balance on an annual basis. We will provide you with a statement of this account each year.

You need to be aware that when you sell your property, the sinking fund will remain in the sinking fund account for the property and will not be paid back to you.

Statement schedule

Annual estimate

In March each year we will send you an estimate of your charges for the year ahead.

Our estimate of service charges will also include "Service Charges - Summary of tenants' rights and obligations". We have to include this document by law and a copy can also be found on our website.

This will be the service charge that you pay for the coming year, 1 April – 31 March.

Final account

In September of each year you will receive a final account confirming what we estimated you would pay and what you should have actually paid.

If you have underpaid we will recover the money from you. If you have overpaid the overpayment will be credited to your account.

Sinking fund statement

Every year we will send you a statement showing the balance on your sinking fund. This will include details of the cost of repairs you are responsible for and any essential maintenance work carried out throughout that period.

You will receive a sinking fund balance statement with your annual accounts.

Management fee

The management fee is an element within your service charge which covers our cost of providing services.

Depending on your lease this may be a percentage of the service charge, or a fixed fee.

The management fee pays towards the costs of:

- Our general housing management service – inspections, enquiries and managing repairs
- Procuring, monitoring and managing the contracts for the services you receive
- Service charge management – estimating, monitoring and reconciling charges annually
- Management and review of sinking funds
- Service charge revenue collection and management
- Paying contractor invoices for the service you receive
- Arranging buildings Insurance (in most cases) and managing claims
- Overheads such as staff salaries, office costs, IT systems, staff training

Ground rent

The ground rent is an annual payment of £10, as set out in your lease agreement.

A ground rent is applicable when a property is sold, but the land which it sits on isn't. The owner of the property has to pay rent to the owner of the land on which the property is built.

The invoice for ground rent is sent out separately from the service charge and is payable annually, one year in arrears on 24 June.

Insurance

Your lease will specify if we are required to insure your building structure. Where this is the case we will collect the premium from you within your service charge. If you do not see an insurance element within your service charge then you will be responsible for arranging your own buildings insurance.

Contents insurance is not covered; therefore, you will be responsible for arranging your own.

Communal gardening

Communal gardening covers those areas which are not within anyone's boundary but belong to Wythenshawe Community Housing Group and we are responsible for maintaining. The service includes the maintenance of communal areas, grass cutting, maintenance of shrubs and hedges, planting and pruning. This work is carried out by our environmental team.

Window cleaning

This is for communal windows which are not in anyone's home. The terms of your lease will specify responsibility for window cleaning. If your lease states that we provide this service to your block or estate we may charge you a proportion of the cost of this service.



Communal cleaning

This is only provided in communal areas which are not within anyone's home. For example, it could include a communal stairwell in a block of flats. The service includes, cleaning, health and safety checks and reporting of any repairs and maintenance issues which are noted while at the block.

Estate grounds maintenance charge

This is a service for your estate and not just the area surrounding your block.

Grounds maintenance includes;

- Maintenance of the brook drainage ditch to reduce the flood risk
- Agriculture, maintaining our stock of approximately 14,000 trees
- Clearance of unattended/land-locked sites and ongoing maintenance if required
- Maintaining the soft landscaped areas of play areas, emptying play area bins and litter picking
- Maintenance of hedges/beds across the estate
- Control of Japanese Knotweed
- Waste/fly tipping removal.
- Repairs to hard standing areas – pathways etc.

Communal electricity charges

These charges are based on costs incurred and billed via the utility company. It is for electricity used in communal areas only for e.g. hallways, stairs, out buildings and emergency lighting.

Electrical testing

We are required by law to carry out an Electrical Condition Report (ECR) every five years. The testing checks the condition of the electrical supply in the communal areas including wiring, lighting and any sockets.

Door entry system

We service door entry systems in communal areas every year.

The door entry system provides security to the building allowing only residents and visitors access and egress.

Communal aerial

We service communal aerials which provide TV and satellite services every year.

Motorised vehicle/pedestrian gates

Motorised vehicle or pedestrian gates in communal areas are required to be serviced every six months by the Supply of Machinery (Safety) Regulations 2008.

Fire risk assessment

All buildings of multiple occupation are required by the Regulatory Reform (Fire Safety) Order 2005 to have a Fire Risk Assessment carried out by a professional fire specialist.

Annual: high rise/extra care scheme/
sheltered/supported
accommodation

Two yearly: walk up flats

Five yearly: cottage flats

A Fire Risk Assessment is undertaken to assess fire hazards and risk of fire and sets out recommendations to remove the risk where identified.

Emergency lighting

We are required by the Regulatory Reform (Fire Safety) Order 2005 to service annually the emergency lighting which is installed in our communal areas.

This equipment provides lighting to the communal area in the event of a power failure to aid safe egress of individuals from the building.

Fire alarm

We are required by the Regulatory Reform (Fire Safety) Order 2005 to service fire alarms 6 monthly where an alarm is installed in a communal area.

This equipment alerts individuals, when activated, that there is a fire within the communal area or within properties where the system installed permits.

Asbestos management review

All communal areas are required by the Control of Asbestos Regulations 2012 to have an Asbestos Management Plan and this is to be reviewed annually.

This is required where asbestos has been found or presumed within a communal area or within the fabric of the building to re-inspect and manage risk.

Lightning protection

Communal areas where lightning protection is in place are serviced annually to ensure safe operation as per relevant British standards.

Lightning protection systems are used to prevent or lessen lightning strike damage to buildings. They protect the internal electrical components of a building, helping to prevent fires or electrocution.

Lifts

Where we have lifts installed in communal areas these are required by the Lifting Operations and Lifting Equipment Regulations (LOLER) 1998 to be serviced annually.

Automatic smoke ventilation

Where we have an automatic smoke ventilation system installed in a communal area we are required by the Regulatory Reform (Fire Safety) Order 2005 to have them serviced every six months.

This equipment is sited either to the roof or window area and opens upon activation of the sensors by smoke/heat to allow smoke from the communal area to escape, therefore aiding safe egress from the building.

Dry riser

Where we have dry risers in communal areas we are required by the Regulatory Reform (Fire Safety) Order to have them Serviced every six months.

A dry riser is a network of pipes running up inside taller buildings (or ones with restricted access) to enable the fire brigade to pump water to areas within the building when tackling fires high up.



Communal repairs

These are repairs which are carried out to the communal areas and could for example be replacing of light bulbs or fixing a broken lock mechanism on a communal door.

Paying your service charge

Paying your service charge on time is very important and failure to do so may result in final demands being issued and in extreme cases legal action may be taken.

Payment can be made by:

Direct Debit – if you do not have a regular Direct Debit in place please contact us on **0161 946 6453** or email: enquiries@gardencityhomes.org.uk

If you currently pay your service charge by Direct Debit we will review your payment account and adjust your payments where applicable. This will take effect for all payments due after 1 April every year.

Telephone – call us free from a landline on **0800 633 5500** or local rate from a mobile on **0300 111 0000** or email: enquiries@gardencityhomes.org.uk

By **Bank Transfer** or **Standing Order** – Please telephone **0161 946 6453** or email: enquiries@gardencityhomes.org.uk for the account details.

Our calculations assume that you have made payments to cover all the charges due in previous years. If this is not the case then there will be

arrears on your payment account. You will be contacted separately regarding payment of any arrears balance.

Each year's charge will be applied to your payment account on a quarterly basis, 25 March, 24 June, 29 September and 25 December. Quarterly reminders will not be sent out.

Difficulties

Sometimes a leaseholder may struggle to pay their service charge demand on time. If you are worried about missing payments, not paying the invoice on time or If you think you may experience difficulties paying your service charge or any outstanding amounts, please let us know straight away by telephoning on **0161 946 6453**. We will do our best to help you plan your payments.

If you are experiencing financial difficulties and wish to speak to someone for independent advice, you can contact National Debt line on **0808 808 4000**; www.nationaldebtline.co.uk or Manchester Citizen's Advice Bureaux on **0800 144 8848**; www.citizensadvicemanchester.org.uk.

Alternatively, you can ask for an appointment with Wythenshawe Community Housing Group's Financial Inclusion Team.

A Financial Inclusion Officer can check if you are entitled to any help towards your service charges or other benefits and advise on budgeting or debt problems. Please contact the Financial Inclusion Team on **0300 111 000** or **0800 633 5500** or email us at moneyadvice@wchg.org.uk.



Repairs and maintenance

Looking after and maintaining your home is very important. This section gives a guide to our repair obligations to your home and how to report them.

Repair responsibilities

The following list contains a brief breakdown of different types of repair and whose responsibility they are. Full details are set out in your lease, but this should give you an indication of the breakdown of repair responsibilities;

Type of repair	Responsibility
Communal facilities	
Car parking	WCHG
Communal gardens and grassed areas	WCHG
Communal laundry and facilities	WCHG
Communal paths and gates	WCHG
Entry Intercom	WCHG
Lifts	WCHG
Decorations	
Decorations to communal areas	WCHG
Internal decorations	Leaseholder
Doors	
Additional security	Leaseholder
All internal doors	Leaseholder
Door handles	Leaseholder
Door locks	Leaseholder
Entrance door to flat	WCHG

Entrance door to block (communal)	WCHG
Internal doors & frames	Leaseholder
Lost keys	Leaseholder

Drainage

Blockage to shared drainage pipe	WCHG
Blockage within flat	Leaseholder

Electrical

Communal lighting	WCHG
Extractor fans	Leaseholder
Faults within the flat	Leaseholder
Fuses and fuse box	Leaseholder
Immersion heater	Leaseholder

Floors within flat

Concrete screeds	Leaseholder
Floor joists	WCHG
Floor tiles	Leaseholder
Floorboards	Leaseholder
Skirting boards	Leaseholder

Garden

Communal fencing/walls & gates	WCHG
Communal paths & accessways	WCHG
Paths & gates serving only one address	Leaseholder



Heating

Communal boiler	WCHG
Property boiler	Leaseholder
Fireplaces	Leaseholder
Gas escapes within flat (Call National Gas)	Leaseholder
Gas fires and room heaters	Leaseholder
Gas servicing	Leaseholder
Individual heating system	Leaseholder
Radiators and pipes connected to communal heating	WCHG
Sweeping chimneys	Leaseholder

Pests and infestation

Insect /rodent infestation to block	WCHG
Insect /rodent infestation to individual flat	Leaseholder
Pigeon infestation	Leaseholder

Plumbing

Blockages to waste pipes	Leaseholder
Burst pipe in flat	Leaseholder
Hot and cold-water tanks within flat	Leaseholder
Main storage tank (communal)	WCHG
Stop taps, ball valves, bath, shower, basin	Leaseholder

Basin, sink, WC, waste pipes	Leaseholder
Taps and tap washers	Leaseholder

Roof

Gutters, soffits, bargeboards	WCHG
Roof covering	WCHG

Structure

Beams	WCHG
Chimney stacks	WCHG
Foundations	WCHG
Rainwater & soil pipes	WCHG
Timbers & joists	WCHG
Structural works	WCHG
Unblocking gully	WCHG
Balconies	WCHG
Ceilings	Leaseholder
Exterior walls	WCHG
Internal plaster	Leaseholder
Internal walls	Leaseholder
Structure of party wall	WCHG
Walls to communal areas	WCHG

Windows to flat

Additional security	Leaseholder
Window fasteners, catches etc	Leaseholder
Window frames	WCHG
Window glazing	Leaseholder

How to report a repair

If you need to report a repair that is our responsibility, you can call Customer Services on **0300 111 0000**. The Customer Services line is open from 8am to 6pm Monday to Friday. If you have an out-of-hours or emergency repair, then please call **0800 731 0614** and they will deal with your request.

All repairs are assessed for urgency, and you will receive the same priority as a tenant. If you report a repair that is your responsibility and we fix it, we will re-charge you an admin fee for the work completed. Please check carefully who is responsible for the repair.

For example: If you report a burst pipe in your flat and one of our contractors attend to repair the pipe. The charge will be passed on to you as internal plumbing issues are the responsibility of the leaseholder and not the freeholder.

Gas servicing

When you signed your lease, you agreed to keep the fixtures and fittings in your home in good condition. This includes making sure that all gas appliances are kept in good order. We recommend that you have these appliances serviced every twelve months by a Gas Safe registered contractor.

We offer a gas inspection service, if you are interested in this service please contact us for a price. If you wish to use this service, payment will be required in advance.

The service includes;

- Service and cleaning of any fixed gas appliances (this includes; wall-hung boilers, floor-mounted boilers, fire and back boilers, wall heaters and gas multi -point)
- Renewal of up to one part on any appliance to the value of £7.00
- Visual safety check on gas cookers, to include the fitting of a securing chain
- Advising you of any appliances that due to age, can no longer be maintained and which should be replaced
- Supply and fitting of a free carbon monoxide detector or a battery smoke alarm (if not already fitted)
- Copy of Gas Safety Record detailing the appliances tested and any defects that have been found - this is an important document and should be kept in a safe place.

You will be advised at the time of service if any further works are required. You can contact a Gas Safe registered contractor who will be able to supply a quote for the work.

Please note that this service is not a call-out service for repairs and maintenance to gas appliances.

If you sub-let your property, as a landlord, you are required by law to carry out a Landlord Gas Safety check, our service does not provide the certification required for this.



If you are over 60, chronically sick, disabled, deaf or hearing-impaired, blind or visually-impaired you may be entitled to join your gas supplier's Priority Service Register. It is free to join and once you are a member you are entitled to, among other things, a free annual gas safety check. If you wish to find out more information about this service then contact Energy Watch on **0300 050 7902** and they will be able to answer any of your queries.

Gardening

If your home has its own garden you are responsible for looking after it and the surrounding area.

You must not let your garden become overgrown and untidy, it must be maintained in a 'neat and tidy condition at all times' according to the terms of your lease, or you will be in breach.

If you have a lot of garden waste you should take this directly to a refuse centre. To find your nearest one please visit <https://recycleforgreatermanchester.com/recycle-centre/longley-lane-recycling-centre/>

Major works – section consultation

What is section 20 consultation?

As per the Landlord and Tenant Act 1985 (as amended) we are required to consult leaseholders before we can carry out works above a certain value, or enter into a long-term agreement for the provision of services.

The purpose of this consultation process is to seek your views on our proposals. Our ability to recover the costs incurred for these works is limited if we do not comply with these procedures in the correct manner.

The Landlord and Tenant Act 1985 requires that:

- Works and services must be of a reasonable standard and costs must be reasonably incurred.
- Consultation as set out in Section 20, must be carried out before the works take place if the leaseholders' contributions are to exceed £250, or if a long-term service contract of more than one year is agreed, where the leaseholders' contributions are to exceed £100 per year. If consultation is not carried out these are the maximum amounts we can recover.
- Costs must be billed within 18 months of them being incurred.
- If contributions are to be made through the service charges over a period of more than 18 months, we will write to you to confirm the payment schedule.

Consultation on major works

You will be consulted as an individual leaseholder, a written notice listing the work to be carried out will be sent to you. This letter is called a Section 20 Notice of Intention, which will give you the following information:

- A description of the works (or the address and opening hours of a place at which a description of the proposed works may be inspected).

- The reasons for considering it necessary to carry out these works.
- An invitation to nominate a person from whom we should try to obtain an estimate (in some circumstances).
- The name and address where any written observations about the works should be sent.
- The date by which any observations must be received, i.e. 30 days from the date of the notice.

If you have anything you would like to say on the matter please ensure your observations are made within this period as this is your opportunity to make your views heard.

After consultation on the intended works has been completed, you will receive a second notice giving details of the proposed contractors and the estimated cost of the works. You will be given another opportunity to make observations about the estimates within 30 days of receipt of this notice.

After the contract has been awarded, you will receive details of our reasons for awarding the contract, unless the winning contractor is a person nominated by a leaseholder or the contractor who submitted the lowest estimate.

A letter will be sent to you giving you two weeks' notice of the date we plan to start the works and we'll confirm the date and time three days before.

When the works are completed you will be sent a satisfaction survey so we can get your feedback and check we're giving the best service we can. Your feedback is extremely important to us, so please ensure you complete and return the survey as soon as possible.

Consultation on long-term agreements

A long-term agreement means:

- An agreement entered into by, or on behalf of the Trust for a term of more than 12 months and where
- The cost incurred under the agreement will result in any leaseholder paying more than £100 per year in service charges.

Where we propose to enter into a long-term agreement, consultation with leaseholders will follow the same two-stage process as consultation for major works.

Exemption from section 20 consultation

In certain circumstances we would not need to consult with you before certain works are done. This could be where we have;

- Employment contracts (i.e. where we employ staff to manage the service, such as grounds maintenance).
- Agreements for a term of more than 12 months that were entered into before 31st October 2003.
- Works which are required on an urgent basis or for health and safety reasons (for example a leaking or damaged roof).



Your neighbourhood

It is only by working together with all members of our community that we can sort out neighbourhood problems and make things better. We will always try and support people who want the best for their environment and are already working with our Neighbourhood Residents Panel on our code for a Clean, Tidy and Green neighbourhood:

Clean

We will take action against people who:

- Let their dogs run about off the lead
- Allow their dog to foul in public areas and do not pick it up
- Drop litter in communal areas
- Do not keep their garden tidy
- Fly tip rubbish and waste
- Carry out vandalism or graffiti

Tidy

You can help to keep your neighbourhood tidy by:

- Keeping your garden tidy at all times
- Having unwanted items in your garden collected
- Storing your rubbish and recycling bins tidily
- Not dropping litter
- Being a responsible pet owner

Green

To preserve the quality of our garden city:

- We will make sure that open spaces are well looked after
- We will take action against people who drive or park on grass verges or greens
- We will help people who want to recycle rubbish and garden waste
- We will keep hedges wherever possible
- We will make sure that trees are well looked after

If you work with us to this code you will help to make your own neighbourhood a better place to live!

Rubbish collections

You can help keep your neighbourhood clean and tidy by making sure that your wheelie bins are only put out on the morning the collection is due. At all other times they should be stored securely out of the way.

If you live in a flat, put your rubbish in the bin store or use the rubbish chute if there is one. If you don't have a store or a chute you should keep your rubbish in your flat until your collection is due.

Manchester City Council has a Kerbit scheme with coloured bins to help you recycle household waste. If you need any information about your collection date or need a collection calendar or a replacement bin, phone Environment On Call on **0161 954 9000**.

Which bin do I use?

Your home may have a few bins. It is very important that you put the right things in the right bin. If you don't the council may not empty them.

The general refuse collectors will not take large items but Manchester City Council offers a free service to dispose of these. You can arrange collection by contacting the council directly.

For more information please refer to the Manchester City Council Website <https://www.manchester.gov.uk/environment>.



General information

Buildings insurance

Your lease will tell you if we are required to insure your building. Where this is the case we will collect the cost for this from your service charge. If you do not see an insurance charge in your service charge breakdown, then you will be responsible for arranging your own buildings insurance. If you're not sure, you can contact us and we will let you know.

If you purchased your property through the Preserved Right to Buy scheme with us, you will already be paying a contribution towards buildings insurance through your service charges. However, a small number of the properties purchased prior to the stock transfers from Manchester City Council do not include this contribution.

We insure the building where you live as part of our Buildings Insurance policy. This is because we are responsible for the upkeep, repair and maintenance of the structure and the communal areas of the block in which you live.

The Buildings Insurance only covers the common parts of the building and certain parts of your home but not the contents of your home. We strongly advise that you arrange contents insurance to cover the contents, fixtures and fittings of your flat, against loss, damage or theft.

If you pay a contribution towards the Buildings Insurance you can find a copy of your policy [here](#). You can also find a Buildings Insurance Claim form on our website.

The buildings insurance policy is updated every September.

If you need to make an insurance claim please contact 0300 111 0000 or email enquiries@gardencityhomes.org.uk

Antisocial behaviour

What is anti-social behaviour (ASB)?

ASB is behaviour which has a negative impact on you and your neighbours' lives. It can include:

- Nuisance and harassment
- Hate crime
- Domestic abuse
- Serious acts of violence
- Threats of harm

What we can do to help

WCHG believes that everybody has a right to enjoy the peace and quiet of their home, free from serious disturbance and any kind of intimidation. We will not tolerate Antisocial Behaviour (ASB) by anyone in our homes or neighbourhoods. We will enforce our tenancy or lease agreement and work in partnership with all agencies, including the police and local authority to tackle people causing ASB and/or alarm and distress to others.

For emergencies that require immediate attention then please phone the police on 999.

How do I report antisocial behaviour?

Before you make your report, use our Anti-Social Behaviour Help Book to find out what steps you need to take. <https://www.wchg.org.uk/asb-helpbook/what-to-consider-before-reporting-asb/>

Alterations to your property

You can decorate the inside of your home but you must not carry out any structural works, for example, building extensions or conservatories, removing internal walls.

Under the terms of your lease you are required to obtain our permission to carry out any alterations to your property whether that is external or internal. We can't unreasonably turn down permission, but we are able to say no if there is a good reason e.g. if the work would affect your neighbours, or be unsafe for example.

What is classed as an alteration?

While not comprehensive, the list below gives an idea of what is classed as an alteration.

- Installation of windows/doors where this is your responsibility under the lease terms
- Installation of central heating (if there was no central heating before)
- New fitted kitchen
- New bathroom suite
- Addition of a conservatory
- Extension
- Loft conversion
- Addition of a porch
- Addition of a new garage/car port
- Addition of a new driveway and dropped kerb
- Cavity wall insulation

Properties in blocks

If you live in a flat with communal internal and external areas, you may be able to make alterations to the interior of your flat, but you wouldn't be allowed to make any alterations to the communal areas.

If you live in a flat in a three-storey block or higher, we will also require a certificate on completion from a FIRAS accredited inspector to show that fire safety in the block has not been breached.

If you live in a flat but you have your own garden, you will need our permission to add an outbuilding such as a shed or garage or if you wish to erect fencing.

You may also need planning permission from the council. Please visit The Planning Portal website <https://www.planningportal.co.uk/> for the homeowners guide in regards to permitted development or contact planning@manchester.gov.uk.

What's the process for making an alteration?

Once you've checked your lease and you're sure you can make an alteration you would need to complete the alteration form to advise us of exactly what you intend to do. An admin fee of £30 is payable when making a request.

You can find a copy of the alterations form here: <https://www.gardencityhomes.org.uk/leasehold-alterations/>



You need to give us as much detail as possible and this may include quotes, surveys, reports and plans from your contractor; the more information you provide the more it will assist in making our decision.

You should check with Manchester City Council if planning permission is required and provide us with written confirmation from them of permission granted, or confirmation that permission is not required.

You will also have to check if the work falls under Building Control Regulations. We will also check this as part of the process.

You can contact Manchester City Council Planning Section on **0161 234 4544**.

What happens when I get permission?

We will confirm our permission in writing and you will be able to commence the work.

Once the work is completed, we will ask you to confirm this with us and provide us with the sign off documents from your contractor if applicable. We may send a surveyor to ensure the work has been completed to the correct standards and compliances. If we do this there will be a further admin fee of £30 payable.

Should I pay my contractor a deposit before you grant permission?

You shouldn't pay a contractor a deposit until you have our final authorisation in writing.

What happens if I carry out work without your permission?

If you make any alterations or improvements without our permission, you will be breaking the terms of your lease. We may ask you to put your property back to how it was, if you do not do so, we may do the work ourselves and charge you accordingly.

You may find you have difficulty selling your property if you cannot show that you have received written consent for the works.

Sub-letting

We have no objection to you sub-letting your flat but you will need to apply for permission:

We require the following information, so that we can contact the relevant person in case of an emergency. For example, a leak in a neighbouring flat into yours.

- Make us aware of any changes to your contact address and details
- If applicable your managing agent's details
- Inform us in writing if you grant authorisation to anyone other than yourself to be able report repairs, giving full contact details of that person
- Inform us in writing if anyone other than yourself is to be given access to the details on your account, e.g. invoices outstanding, payments made etc, giving full contact details of that person
- Make sure your tenants keep to the terms of the lease, as you will be responsible for any breaches

- You are responsible as the leaseholder to ensure that all service charges and ground rent are paid as per the terms of the lease.

Please inform us of any changes with your correspondence address and tenant/ managing agent.

The subletting application form can be found here: <https://www.gardencityhomes.org.uk/wp-content/uploads/2021/10/2.-Sub-letting-advice-PDF-merged.pdf>

There is a £30 admin fee payable upon submission of this form.

For further details please contact enquiries@gardencityhomes.org.uk

Selling your home

You may or may not need our permission to sell your flat, although we must be informed of any changes of ownership. You need to be aware that your flat cannot be sold if there are arrears on the service charge and ground rent accounts. We will not advise on the apportionment of outstanding service charges between a leaseholder and a subsequent purchaser. It is your responsibility to ensure that your solicitor resolves this matter between yourself and the new owner.

If you have bought your home under the Preserved Right to Buy Scheme, you are able to sell it at any time after purchase. However, there is a 'discount repayment period' and if you decide to sell within this period, you will have to repay some or all of the discount you originally received.

The amount of the discount to be repaid if you sell within five years of purchase is a percentage of the resale value of the property, disregarding any improvements you have made. The percentage will be consistent with the value of the original discount as a percentage of the original purchase price.

If you sell within the first year after purchase, 100% of the recalculated amount will have to be repaid. In year 2, 80% must be repaid, in year 3, 60% must be repaid, in year 4, 40% must be repaid and in year 5, 20% must be repaid.

Please see the following example of how the calculation works;

The repayment calculation is based on the amount of discount you received and the original valuation of your property. For example, if your property was valued at £100,000 at the time of purchase and you received a discount of £26,000, your discount percentage would be 26% (£26,000 divided by £100,000 x 100). If you decide to sell your property and it is valued at £150,000 (disregarding any improvements made after completion) the maximum discount repayable would be 26% of £150,000 which is £39,000.



The repayments would then be calculated as follows;

First year - 100% discount repayable = £39,000

Second year - 80% discount repayable
(£39,000 x 80%) = £31,200

Third year - 60% discount repayable
(£39,000 x 60%) = £23,400

Fourth year - 40% discount repayable
(£39,000 x 40%) = £15,600

Fifth year - 20% discount repayable
(£39,000 x 20%) = £7,800

You do not need to worry about calculating these figures yourself, as we make the initial calculation and it is verified by your solicitor dealing with the sale of the property.

First right of refusal

If you purchased your home under the Preserved Right to Buy or Right to Acquire scheme and you wish to sell or dispose of it within ten years, you will be required to offer it to us as the freeholder at full market value. The market value must be agreed between the parties or, if they are unable to agree, will be determined by the District Valuer. If your offer has not been accepted within 8 weeks, you will be free to sell the property on the open market.

You will need to put your request in writing to your Leasehold Officer.

Admin fees

When you sell your property, there will be an administration fee for dealing with your solicitor and the purchaser's solicitor.

Your solicitor will usually request an LPE1 (Leasehold property enquiry form)/ Management/ Sales Pack. This is a comprehensive questionnaire providing details on your property, major works and service charges payable.

The fee for the LPE1 is £150, and the completed form is usually provided within 10 working days following confirmation of payment.

Please note your account needs to be clear of any arrears before we can process the LPE1 form for you.

If you are selling your property and wish to request an LPE1 form please email enquires@gardencityhomes.org.uk

Admin fees & charges

What are admin fees?

Admin fees are payable to us for services we provide which are outside the terms of your lease agreement. They are usually for services which are requested as part of a process, for example, a property re-sale or approval of a mortgage and these are usually not a regular service provided.

Why do I have to pay it?

We charge a management fee as part of your service charge, but this doesn't cover the cost of providing these extra services. The admin fee is charged to ensure we are able to cover the extra costs incurred.

We have undertaken a benchmarking process with other Housing Associations. This means we have looked at what other organisations charge and the services they charge for to make sure we are charging fairly for these extra services.

When do I pay it?

The fee will become payable when you instruct us for the service, for example, if you enquire about a re-mortgage, the enquiry will not trigger the fee, but when your solicitor or mortgage advisor instructs us in the matter, the fee will become payable.

How do I pay it?

If you have a solicitor acting for you, they will usually pay it on your behalf and claim it back as part of their costs. If not, you can pay direct to our bank account. We will give you the bank details and a reference number and ask you to let us know when the payment has been made so we can confirm receipt. When receipt has been confirmed, we will be able to provide the service or documentation you have requested.

What do you charge for?

- Additional copies of service charge estimates, accounts or correspondence
- Copy of supporting documents

- Copy of Lease
 - LPE1 Management Questionnaire
 - Re-mortgage approval
 - Approval of a further advance on the mortgage
 - Copy of the full Building Insurance Policy
 - Lease Extension
 - Deed of Covenant
 - Transfer of Names
 - Notice of Assignment
 - Permission/Consent Letter
 - License to Alter
 - Subletting Approval
 - Freehold Acquisition
 - Administration of major works
 - Notice before Action
 - County Court Costs
 - Valuation Fee
 - First right of refusal certificate
 - RX1 & RX3 Form
 - Deed of Postponement/Approval for extra borrowing
 - Certificate of Compliance
- Prices are available on request.



Administration charges - summary of leaseholders' rights and obligations

This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly

- for or in connection with the grant of an approval under your lease, or an application for such approval;
- for or in connection with the provision of information or documents;
- in respect of your failure to make any payment due under your lease; or
- in connection with a breach of a covenant or condition of your lease.

If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.

Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.

You have the right to ask the First-tier Tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine

- who should pay the administration charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have this right where

- a matter has been agreed to or admitted by you;
- a matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose; or
- a matter has been decided by a court.

You have the right to apply to the First-tier Tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge is unreasonable.

Where you seek a determination or order from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.

The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with Section 29 of the Tribunal, Courts and Enforcement Act 2007.

Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will consider all the circumstances of the case.



How to contact us

**Our office opening times are Monday – Friday
9am – 5pm / Weekends closed**

Email: enquiries@gardencityhomes.org.uk
(please note our standard response time is 72 hours)

Phone: 0300 777 7177 – Option 4

**Address: 8 Poundswick Lane, Wythenshawe,
Manchester M22 9TA**

Praise and Compliments

We would like to know when we do get things right and when our colleagues are providing excellent services to residents. We also want to know what you think of our services and we want to encourage and welcome your feedback to improving services.

Complaints

From the outset we will always try to resolve your complaint informally at the first point of contact however if we are unable to do this or your complaint requires further investigation we will log and process a formal complaint in line with our policy and procedure WCHG Complaints Comments and Compliments Policy.

Once you make a formal complaint we have a clear two-stage process which sets out the expected timescales for acknowledgement, investigation and response times.

If you would like to raise a complaint or pass on praise you can contact **complaints&praise@wchg.org.uk** or for more information please visit our website **<https://www.wchg.org.uk/complaints-procedure/>**

Get Involved

We have relaunched our Leaseholders Forum!

If you would like more info about the forum or would like to be involved in future meetings then please get in touch with our Resident Involvement team on **0161 946 6315** or email **getinvolved@wchg.org.uk**

Your ideas could make a real difference and we want to hear from you and see if we can help you along the way.

