



Home Owners HANDBOOK

Introduction

This handbook has been produced to serve as a guide for homeowners. The management of leases and service charges are complicated areas, with everything governed by the terms of the leases, by the law or by regulation.

The information in this handbook does not replace your lease or transfer document, but offers you general guidance. It is not meant to give a full interpretation of the lease or the law. If you encounter any difficulties, or should disputes arise, you should always refer to your agreement. Your lease/transfer document details all your legal rights and responsibilities for your individual property, which you agreed to at the time you completed the purchase of your home.

We hope this handbook helps towards understanding the rights and responsibilities of both homeowner and South Yorkshire Housing Association. Please keep it safe so you can refer to it when you need to. We will review it from time to time and update it and inform you of any changes.

If you have any problems or there is something you are not clear about please contact us on 0114 270 2688 and we will be only too happy to help.

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1 GUIDE TO YOUR LEASE/AGREEMENT

Your lease/transfer document is the formal document which is the contract between you, as the homeowner, and South Yorkshire Housing Association. When you sign the lease/agreement or take over an existing lease/agreement when you buy your property, you are agreeing to certain responsibilities and so are we.

If you are a leaseholder you have bought the right to live in your property for a fixed number of years from the date the lease was created. If you sell your home, the purchaser will buy the remaining years of the lease. The lease/agreement is a binding contract, enforceable in law that contains your rights and responsibilities as well as those of the landlord or managing agent. You may not own the full equity of your property and you may pay rent to South Yorkshire Housing Association based on the percentage owned, the details of this are contained within your lease.

Your lease/agreement will have a plan attached showing your property and the building in which it is situated, together with any garden or outbuilding, which may be included in the sale. It will also identify any communal areas that you may be entitled to use within the estate.

Many of the legal terms in your lease/agreement are quite complicated and in order to make it clearer some of the main points in your lease are outlined below so that they are more easily understood. It is important to understand that this and other sections of the handbook are only intended as a guide and do not in any way constitute a legal document.

It is important that you understand your lease/agreement. The wording of the lease/agreement is complicated and you should go through it lease with your solicitor to make sure you understand it. When you bought your home you will have been provided with a copy of your lease from your solicitor. If you require a copy, this can be made available by South Yorkshire Housing Association but we may have to charge you for this.

Your lease or transfer document is an important legal document and should be kept in a safe place.

The following information relates to leases but contents of transfer documents are very similar.

Your lease will contain the following information:-

- The date of the lease
- The parties to the lease – the Landlord and you, the leaseholder
- The market value of the whole property, the amount you are paying (the premium) and the percentage you are buying
- The gross rent, the rent for the whole property and the specified rent (the rent for the portion of the property that you are renting)
- The terms under which the Landlord has agreed to let the property to you
- The conditions of the lease
- Covenants – these are your duties under the terms of the lease, and the landlord's obligations
- What will happen if you do not pay your rent or your home is repossessed, or if the property becomes uninhabitable
- Calculation of rent, the date for rental increases and the amount by which the rent can be increased
- What happens if you want to buy additional shares in the property this is known as staircasing.
- Rights passed to you by the Landlord and rights granted to the Landlord or others.

YOUR RIGHTS AND RESPONSIBILITIES

This section sets out a summary of the basic rights and duties of South Yorkshire Housing Association and yourself. Your lease will give you the exact details. In addition you have rights given to you by law – Statutory Rights.

As a leaseholder you have the right to:

- Enjoy 'quiet enjoyment' of your home. This means the right to live peacefully without unnecessary interference from your neighbours or South Yorkshire Housing Association as long as you keep to the terms and conditions of your lease.

- Expect South Yorkshire Housing Association to make arrangements for the repair and maintenance of an apartment block and
- manage any shared areas.
- Use gardens, forecourts and shared areas around the apartments
- Decorate the inside of your home. However if you wish to make any alterations or major improvements you must receive permission from South Yorkshire Housing Association. In some cases you may also need planning or building approval.
- Sell the lease on your home (for the remaining years) you must notify South Yorkshire Housing Association of your intention to do this. In some cases you will need the consent of South Yorkshire Housing Association and in some instances South Yorkshire Housing Association will have the right to put forward a prospective purchaser.

As a leaseholder you have a duty to;

- Pay the rent – see rent/service charges and other charges
- To pay your mortgage.
- To pay any rates and taxes in respect of the premises.
- Keep your property in good repair, decoration and condition.
- Maintain adequate contents insurance for your property.
- Pay any service charges due as a contribution to maintenance and cleaning costs of communal areas and equipment in and around the building.
- Not to make structural alterations or additions, including new windows, without the permission of South Yorkshire Housing Association.
- Allow your landlord access to your property in order to carry out any necessary works.
- To keep the property in good repair
- To observe all the terms and regulations set out in your lease.
- To send a copy of any notice affecting the property to South Yorkshire Housing Association.
- Allow your neighbours the same right to ‘quiet enjoyment’ of their home and not to cause a

nuisance or annoyance or cause any damage to the landlord’s or any neighbouring property.

- Not to dispose – this means that you may not sell, sub-let or part with possession (i.e. leave and allow someone else to live in your dwelling whether they pay rent or not) without the landlord’s permission (see buying further shares or moving on)
- To use the premises as a private residence only, this means that you should not use the property for any business purpose or trade.

IMPORTANT – as a result of signing your lease you are legally bound to keep the above promises (covenants)

YOUR STATUTORY RIGHTS

In addition, as a leaseholder you have extra statutory rights, which give you the right to;

- Information about your landlord
- Be consulted on major works, and long-term contracts that affect the building
- Dispute any service charges you deem as being unreasonable
- Information about the landlord’s insurance
- Manage – right to manage (see useful contacts)

Staying In Your Home Until the Lease Ends

You have purchased the right to occupy your home for the period of time specified in your lease, South Yorkshire Housing Association usually grants leases for either 99 or 125 years. (Please see your lease for the exact length).

Long leasehold is simply a long tenancy that you can sell on. It gives you and your successors the right of possession of your property for a long period (as specified in your lease) as long as you keep to the terms and conditions of the lease.

Once the term of your lease is up then the property passes back to the freeholder (in most cases South Yorkshire Housing Association) unless the lease term is extended. In certain circumstances leaseholders have the right to insist that their landlord sells them a new lease with additional years added on to what is left of the existing lease. This right does not apply to shared ownership leaseholders unless they own 100% of the property. A

leaseholder who exercises this right has to pay the market value of the new lease and the legal and professional costs involved. In return a new lease is granted in substitution of the old lease for the additional years plus the unexpired term of the old lease.

CHANGES TO THE LEASE

A lease can be varied or changed where it does not make proper provision for such things as the repair or maintenance of the building. It is possible for certain conditions of the lease to be changed if all the leaseholders in the building agree. All leases will need to be varied in the same way and at the same time. Such action is complex and will incur legal and administration fees which are payable by each leaseholder.

If you do not keep to the conditions of your lease, South Yorkshire Housing Association can take legal action which can result in the Landlord taking back the property.

The lease also sets out the procedures should your mortgage lender seek repossession.

LEASES FOR RETIREMENT HOMES

If your scheme has been designed and built for people of retirement age (your lease will say exactly what age), your lease will include:

- a restriction preventing you from selling your home to anyone who is not of or over the age shown in the lease; and
- special management arrangements such as a scheme manager or warden call system.

SUB-LETTING

Sub-letting is not usually allowed under the terms of your lease.

LIVING PEACEFULLY IN YOUR HOME

Our policy and procedures for dealing with anti-social behaviour by residents are available upon request.

FAIR TREATMENT

Our Diversity Policy and Procedures for dealing with racial and other forms of discrimination and harassment are available on request

INFORMATION HELD ABOUT YOU BY YOUR LANDLORD

We will only ask you for information we need to know. We will keep the information you give us confidential.

You have a right to see the information we have about you. If you want to see this information, you need to give us 10 days notice. Before inspecting this information, you will be asked for proof of identity, such as your driving licence or child benefit book. You can either take away a copy of the information or look at it in the office. If you disagree with any of the information we have about you, we will either make a note on the file or change the information.

The only information you can't see is confidential letters or documents. If we hold anything about you which is confidential or sensitive (such as doctors or social worker's letter), you will not be able to see this if we do not have permission for you to do so from the person who wrote it. We will, however, give you a list of anything that has been removed from you file.

The only people who see the information we have about you are the staff who deal with your dwelling. However, we will give the following organisations your name and the dates of your tenancy if they ask.

- The local authority's Council tax department.
- The gas, electricity and water companies
- Social Services
- The police

We will also give the council's Housing Benefit Department information they need to deal with any application for Housing Benefit.

RENT

Shared owners pay a rent set in proportion to the un-owned equity in their property.

Your lease will outline how your rent is set and how it is increased this is usually linked to inflation (the Retail Price Index) the date the rent is reviewed is contained in your lease.

CHANGES TO YOUR RENT

You will be advised of any change in your rent at least one calendar month before the increase is due.

SERVICE CHARGES

Service charges are collected to cover the day to day running costs of the scheme as well as to build up funds for future works.

What Does The Service Charge Cover?

The Service Charge is a contribution that is paid by each home owner to contribute towards the cost of services provided on your scheme and may include, for example:.

- Day to day maintenance
- Caretaking and cleaning
- Lighting of shared areas
- Servicing to elements such as lifts or door entry systems
- Buildings insurance (this does not cover the contents of your home, you must make your own arrangements for contents insurance)
- Ground Rent
- Management charges
- Sinking Funds or Reserve Funds

Please note that this list is not exhaustive and you should refer to your lease/agreement for details of your service charge

Your lease/agreement requires you to pay the service charge and says how the charge is calculated.

Your service charge is a variable service charge – in other words, it rises and falls according to the costs we incur when providing the services.

What is a sinking fund or Reserve fund?

A sinking fund or reserve fund is money that has been collected over a period of time to pay for major works such as cyclical decorations, replacing a roof or replacing a lift. Your lease will say if you have to contribute to this fund.

How much should the sinking fund hold?

We work out how much the sinking fund should hold by estimating how much certain items would cost to replace at the end of their “life”. This is the basis for our collection each year, so we should have enough to cover all the costs in the future.

We regularly review the sinking fund to make sure that there is enough to cover the costs of the work. There may be times when there is not enough money in the fund to pay for work that is needed. If this happens we will inform you as soon as we are aware of this.

We usually collect the sinking-fund contribution through the service charge, and hold it in a separate bank account, which earns interest. The interest earned is added to the fund each year. You will receive an annual service-charge account at the end of the year that gives details of the balance of the fund, how much interest it has earned and money paid in and out.

When you sell your property your buyer’s solicitor will generally ask if there is a sinking fund to cover the cost of major one-off works. This could make your home more attractive to buyers.

Your scheme’s funds are held in trust and are fully accounted for, including the interest that has accrued.

In some cases funds are collected through the service charge and in some cases funds are collected when you sell your property based a percentage of the open market value in some instances both of these apply.

You should refer to your itemised Service Charge Statement for a list of the services your building receives.

South Yorkshire Housing Association has an obligation to provide you with a full account of all costs incurred in providing services on an annual basis. This statement will be sent to you within six months of the financial year end.

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GENERAL QUERIES ABOUT SERVICE CHARGES

Should you have any queries about service charges please contact South Yorkshire Housing Association, Leasehold Section on 0114 270 2688.

If you disagree with the service charges / services

If you have any major disagreements relating to the service charges or the standard of work or services you are receiving, you should:

- In the first instance contact South Yorkshire Housing Association who will look into your account and ensure that the charges have been calculated correctly and consider your enquiry and concerns.
- If you are still not happy you should submit your objections in writing, identifying which service charges or service standards you do not agree with and your reasons why, to the:

**Customer Services Manager
South Yorkshire Housing Association
43-47 Wellington Street
Sheffield
South Yorkshire
S1 4HF**

- If you remain unhappy with the outcome and you still feel they have been charged unfairly or the services you receive are not to the required standard, you can apply to an independent Leasehold Valuation Tribunal. The tribunal make a charge to hear a case. If you need any further information, there is a free booklet called, Application to the Leasehold Valuation Tribunal, which is available from the Leasehold Advisory Service (LEASE). Their address can be found in the 'Useful Contacts' section of this handbook.

Your service charge covers the services provided to your scheme. You are responsible for paying your service charge (and rent on shared ownership properties) on a monthly basis.

WAYS TO PAY

The service charge is usually reviewed on an annual basis. Each year we calculate a budget for your development and the service charge payable is based on this. Our policy is to keep increases in the service charge as low as possible whilst recovering the costs of management maintaining and running the development.

Once the sale has completed you will be given a swipe card that gives you access to many outlets to pay your rent at a time or place that suits you.

Payments with your swipecard – You can make a payment with your swipe card at any of the following places

Post Office – You will be able to use your swipe card to make a payment at any Post Office, using a debit card, cheque or cash.

Pay Point – You can pay at any PayPoint outlet, using your swipe card and cash. A lot of these outlets are open beyond the usual office hours.

Pay Zone – Pay Zone outlets accept your swipe card with cash or a debit card.

Other ways to Pay

As well as paying with your swipe card, you can also take advantage of the other methods of payment that AllPay offers:

The Internet – You can pay over the internet using a secure link to AllPay's internet site: There is no registration process needed, you just need your swipecard number and a debit card. This makes it quick and easy to carry out either regular or one-off payments. At the end of a successful transaction, print off or save the Authorisation Code and Audit Reference which appears on screen.

Direct Debit – Direct Debit allows you to set up a regular payment from your bank account. Once set up, your bank sends us your payment without you needing to do anything further. If you would like to pay using direct debit, we can now offer this service. Please contact Leasehold Services for further details of how to set this up.

Over the Phone – Paying over the phone, using your debit/credit card, allows you the option of paying your rent at a time that suits you. The service is available 24 hours a day, 7 days a week. To use this service, simply call 0870 243 6040 and follow the instructions.
Payment Difficulties?

If you have any problems paying your service charge, rent or mortgage get in touch with South Yorkshire Housing Association straight away. As a homeowner you have a responsibility to pay your rent, charges. South Yorkshire Housing Association cannot waive these cost but we will try and help you to plan how you will pay.

3 REPAIRS AND IMPROVEMENTS

NEW PROPERTIES

For newly built properties the builder retains responsibility for putting right any problems relating to faulty workmanship or materials (called defects). Any problems which are not the result of faulty workmanship or materials will be your responsibility. The defects period runs from the date the property is handed over by the builder to the Landlord (not from the date you move in). Any defects noted during this period should be reported to Development Department at South Yorkshire Housing Association.

YOU ARE RESPONSIBLE FOR ARRANGING TO HAVE YOUR GAS APPLIANCES SERVICED ON ANNUAL BASIS.

COMMUNAL REPAIRS – APARTMENTS

If you live in an apartment South Yorkshire Housing Association is responsible for repairing and maintaining all the outside of the building along with any internal communal areas such as corridors, stairwells and laundry room. The cost of any repairs or maintenance carried out by us will be paid from the service charge account.

You are usually responsible for maintaining anything inside your apartment and anything that only serves your apartment including:

- The surface of the floors in the apartment above the floor joists or other supporting floor structure, and the surface of the floor of the balcony if you have one.
- The ceiling of your apartment up to, but not including, the joists or other supporting floor structure or beams which the ceiling is attached to
- The surfaces of all walls, windows and doors inside your home, the glass in your windows and your front door and the doorframe.
- All pipes, cables and so on that serve only your flat

Your obligations as stated in your lease are as follows:-

- To keep the property clean and well substantially repaired and maintained
- To paint the property as often as is reasonably necessary
- Not to alter or make any additions to the exist-

ing property or erect any new buildings without the consent of the landlord. You must obtain permission before erecting any outside wireless or television aerial or receiver dish

- To obtain any necessary Planning or Building Regulation's Consent in the event of making alterations to the property
- To permit the landlord or his agent to enter the property in order to inspect it and to put right any defects in accordance with the landlord's instructions. If you do not put right any defects in accordance with the above, the landlord has the right to enter the property and do the work himself and to then charge the leaseholder

Further details on the future provision of any major repairs or improvements can be obtained by referring to your Lease.

Repairs should be reported as quickly as possible. Repairs can be reported 24 hours a day by contacting the SYHA Customer Service Section on 0800 1380 580 You will be told immediately whether the repair is the responsibility of SYHA or yourself. If it is SYHA's responsibility, you will be informed how long you will have to wait to have the repair done.

BUILDING GUARANTEES

If you are moving into a new property, it will be covered by a National House Builders Council 10 Years Guarantee or Zurich Municipal Building Guarantee. Please ensure that you have received a copy of the NHBC booklet "Guide to your New Home" or Zurich Municipal booklet "Home Owner's Handbook".

APARTMENTS

If you live in an apartment in principal SYHA will be responsible for the structure of the building, communal areas, systems and installations. As the leaseholder you are responsible for everything within your home, which is for your use and benefit. You should refer to your lease agreement for the rights and responsibilities for your individual property. However the following information will give you, the leaseholder, a general summary of who is responsible for repairs and maintenance.

REPAIRS AND MAINTENANCE – SUMMARY OF RESPONSIBILITIES

DESCRIPTION OF REPAIR	SYHA	HOME OWNER	EXCEPTIONS
External and communal			
External structure, foundation, brickwork	•		
Communal Doors, fixtures and fittings	•		
Damp course proofing	•		
Roofing, chimneys, guttering and down pipes	•		
Drainage and water supply pipes	•		Except pipe work within your flat
Rain Water Foul Drainage external to flat	•		
Lift/s	•		
Communal Hallways, Passages and Landings to the scheme	•		
Car Park, Pathway, Communal Bin areas, communal drying area	•		
Paths, steps, fences, gates and garden areas	•		
Lighting	•		
Intercom, Emergency Call System (Warden Call) Closed Circuit Television	•		
Signs to scheme	•		
Fire Alarm, Emergency Lighting	•		
External Decorations (communal)	•		
Internal within your flat			
Internal walls, ceiling and floors		•	Except common areas, or joists which are shared between two or more properties.
Floor surfaces, screed, floor coverings		•	
Glass in windows and doors		•	
Internal decorations		•	
Kitchen fixtures, fittings, units and worktops		•	
Bathroom fixtures, fittings, sanitary ware, blocked wc		•	
Water, gas, electrical apparatus		•	
Electric showers		•	
Cookers, fires and fire surrounds		•	
Tiling		•	
Entrance doors, frames (including front doors to individual flats), locks, handles, letterboxes.		•	
Smoke Alarms		•	Unless communal
Light fittings, fixtures, sockets, bulbs and fuses		•	Unless communal
Heating system, hot water cylinder, storage heaters		•	
Internal drainage, pipes, wires and cables		•	
Frames architraves and skirting boards		•	
Insurance - Building	Included in service charge		
Insurance - Contents		•	

CARRYING OUT YOUR OWN REPAIRS

You will be responsible for the repair, maintenance and decoration within your home. This usually includes your front door and the glass in your windows. You should make your own arrangements to get someone to do the repairs for you.

If you, or someone you have employed, are carrying out repairs inside your flat you must make sure that no damage is done to the communal areas or to the structure of the building.

You do not have the authority to carry out repairs in communal areas, such as landings, hallways, stairways or any other shared area. Also, you would not be covered by our insurance if you had an accident or caused damage. Work of this nature must only be carried out by SYHA.

If you, or your visitors or members of your household cause damage to the building or communal areas you will have to pay for this to be repaired.

Improvements

As a home owner you have the right to carry out improvements or alterations to your home, but you should always:

- Get written permission from SYHA
- Ensure the proposed works conform to building regulations
- Get any necessary Planning Permission.

SYHA will not unreasonably refuse permission to carry out Improvements providing the work is carried out to an acceptable standard. If SYHA plan improvements to your home which will increase your rent or service charge, we will consult with you and seek your agreement before work begins.

REMEMBER - if you fail to obtain all the necessary approvals the cost of restoring the dwelling to its original state will be yours. You will also be expected to produce approvals on re-sale of your property.

Please keep a record of any improvement you carry out so that reference can be made to them if you decide to buy further shares in your property.

CONSULTATION – MAJOR WORKS

South Yorkshire Housing Association must consult with you before it begins any major repairs, maintenance or improvements for which you have to pay a share, and which will cost any leaseholder in the building more than £250. You must also be consulted on certain long-term agreements, or contracts lasting more than 12 months, which SYHA intends to enter in to, and will cost you more than £100 a year.

HOW YOU WILL BE CONSULTED

You will be consulted as an individual leaseholder in writing and in accordance with the legislation.

CONSULTATION OF MAJOR WORKS NEEDING ESTIMATES

SYHA needs to choose a contractor by asking different firms to return estimates of their costs, but leaseholders must first be sent a 'Notice of Intention'

The notice will describe the proposed works, or say where a description of them may be looked at. It will set down the reasons why the works are needed, and allow 30 days for written comments. If you wish, you can name a contractor who you think should be asked to provide an estimate.

SYHA must have regard to any comments, and must try to get an estimate from one or, in some cases two contractors suggested by leaseholders.

A second written notice will then be sent to you setting out the estimated cost from at least two of the estimates. This letter will include a summary of comments received, and SYHA responses to them. All the estimates will be available for inspection. You will be invited to send in written observations on the estimates within 30 days.

SYHA must have regard to these written comments.

We will then award the contract. Within 21 days we will write to you again to let you know who will be doing the work, and why they have been selected. We will also let you know about any comments we have received, and what our reply to them is. However, we do not have to write to you again if the chosen contractor has been suggested by a leaseholder, or has sent in the lowest estimate.

CONSULTATION ON LONG-TERM AGREEMENTS

If SYHA wishes to enter into a long-term agreement with a contractor to provide works or services, and the cost to any one leaseholder is more than £100 during the year, you must be consulted.

Example of long-term agreements, or contracts lasting for more than 12 months, might include;

- Day-to-day repairs
- Lift maintenance
- Door entry systems
- Fire safety equipment
- Ground maintenance

All leaseholders will be sent a 'Notice of Intention'.

The notice will describe the works or services to be provided, or say where a description of them may be looked at. It will set down the reasons why it is felt the agreement is needed, and will allow 30 days for written comments. If you wish, you will be able to name anyone you think we should ask to provide an estimate.

SYHA must have regard to any comments, and must try to get an estimate from one, or, in some cases, two contractors suggested by leaseholders.

Once South Yorkshire Housing Association has drawn up its proposals to place the contract, a notice of the proposals will be sent to each leaseholder asking for your written comments within 30 days.

SYHA must have regard to these written comments.

We will then award the contract. Within 21 days we will write to you again to let you know who will be doing the work, and why they have been selected. We will also let you know about any comments we have received, and what our reply to them is. However, we do not have to write to you again if the chosen contractor has been suggested by a leaseholder, or has sent in the lowest estimate. If there is a lot of information to send out, we may let you know where you can look at this information instead.

URGENT WORKS

The Leasehold Valuation Tribunal can allow works to go ahead without consultation if satisfied that it is reasonable to dispense with the requirements. This may apply in cases of very urgent works on grounds of health and safety, or for which it is difficult to obtain more than one estimate.

PAYMENT FOR MAJOR WORKS

All major works are paid for out of the capital reserve element of the sinking fund which has been described earlier

4 SELLING YOUR HOME

SHARED OWNERS

If you are a shared owner and you want to sell your home, you must tell SYHA. There may be a condition in your lease which allows us to name a buyer who meets the shared-ownership conditions and can buy your share. This helps to make sure that as many people as possible benefit from shared ownership.

Most of our leases will say how long we have to name a buyer. If we are not able to find a buyer for you within this time, you can find a buyer yourself. This is usually done by selling your share through an estate agent.

Remember when you sell you will get the value of your share. For example, if you own a 50% share, you will collect 50% (less costs) of the full value from the sale of your home.

There is a detailed procedure to follow, so please contact South Yorkshire Housing Association for more information.

RETIREMENT SCHEMES

There are special conditions in your lease/agreement for when you sell your property. This may include arrangements for valuing the property.

Please contact SYHA for more information or advice about selling your home.

ADMINISTRATIVE REQUIREMENTS AND COSTS

As soon as a sale has been agreed you should instruct a solicitor or licensed conveyancer. Your solicitor will arrange to transfer your home to your buyer. Your solicitor will normally ask us for certain information before the sale. Under the conditions of your lease/agreement, we are normally entitled to charge a reasonable fee for providing this information.

Before you have completed the sale, your solicitor must arrange to tell us and arrange for you to complete and sign any necessary documents and clear your account with us. We cannot amend our records or recognise the change of ownership until this is done.

TRANSFERRING YOUR LEASE/AGREEMENT

You can add an extra party or remove a party from the lease/agreement if all existing leaseholders agree. Please note that your service charge or rent account (or both) must be clear.

You will need our permission and the permission of your mortgage lender in both cases.

You will also need a solicitor to deal with the transfer of the lease/agreement. You will have to pay all the legal costs.

RELATIONSHIP BREAKDOWNS

If you hold a joint lease/agreement with a partner and the relationship breaks down, one of the partners can take on the lease/agreement. You will need our permission and the permission of your mortgage lender. We will try to help and we will give permission if we can. We will not give permission if we think the remaining leaseholder cannot afford to pay the mortgage, service charge and other costs.

If you cannot agree who should take on your lease, you must ask a court to decide.

WILLS

You may be able to pass on your lease/agreement in your will. If you are a joint home owner you may be able to pass on your interest in the lease/agreement, but you should be aware of any restrictions.

You should get your own independent advice on what will happen to your property if you die without leaving a will as it may not pass to the person you require it to pass to.

STAIRCASING (FOR SHARED OWNERS ONLY)

If you live in your home under the shared-ownership (or new build homebuy) scheme and want to buy an extra share, this is called 'staircasing'

WHO IS ELIGIBLE?

Most shared owners have the right to staircase. If your home is an apartment the leaseholder is allowed to staircase but obviously, because the apartment is part of a block, the resident can never be a freeholder of the apartment. You would normally have to have lived in your home for at least a year before you could staircase. Your lease will tell you how long you must wait.

WHAT YOU NEED TO DO BEFORE APPLYING

First try and estimate the current value of your home. This value will give you an idea of how much you will pay for the extra share. Local estate agents will be able to guide you however you will need a formal valuation by a surveyor who is a member of the RICS in order to proceed with the sale.

Next check with your mortgage lender that they will increase your mortgage to allow you to buy the extra share, or find out whether you can get a new mortgage with a different lender.

How to apply

Contact the Leasehold Section either in writing or over the telephone.

Telephone Number 0114 270 2688

PROCEDURE

We will write to you when we have received your formal request to staircase. When you confirm that you want to proceed we will require a cheque for the valuation fee. We will then instruct a surveyor to give an independent value for your home. The surveyor will not include the increase in value as a result of improvements you have made. We will write to you with details of the valuation. We will explain how long you have to buy the extra shares. Your lease sets the time limit – most leases say three months from the date of the valuation.

You must then write to us to tell us if you will be proceeding.

We will instruct our solicitors if you tell us you are proceeding, and you must instruct yours.

COSTS

You will need to make sure you can meet the costs of;

- the value of the extra share you are buying;
- the valuer's fees – you must pay the valuer, even if you decide not to buy the extra share;
- your solicitor's fees; and
- SYHA's fees

ON COMPLETION

We will reduce your rent from the day you buy the extra shares. You will stop paying rent, but not ground rent (if this applies), if you become an outright owner of your home. However, you will continue to pay your service charge.

Any rent arrears must be cleared before staircasing.

5 ANTI SOCIAL BEHAVIOUR

Anti-social behaviour is defined by SYHA as unreasonable behaviour or harassment.

This can include:

- noise – playing loud music; frequent parties; very loud television
- untidy gardens
- lifestyle clashes
- racial harassment
- criminal behaviour
- violence

At SYHA we take anti-social behaviour very seriously. In most circumstances your lease/agreement will have clauses relating to acceptable behaviour to help us tackle this issue. Racial harassment is a severe form of anti-social behaviour. At South Yorkshire Housing Association we take a “zero tolerance” approach to racial harassment or other hate crimes.

If you are experiencing anti social behaviour:-

- Contact us as soon as possible after the incident and tell us what happened.
- Record details of any further incidents, using the incident log we will give you.
- Encourage any other witnesses to contact us

You can be a good neighbour by:-

- keeping the noise down between 11pm and 7am
- giving your neighbours advance warning if you are planning a late-night party, and don't have them too often
- Limiting any building work or noisy housework to reasonable hours during the day to cause the least disturbance.

6 CONSULTATION AND INVOLVEMENT

BEING CONSULTED

SYHA undertakes to consult with residents on important matters including:

- the service charge account and budget
- improvements and major repairs/renewals
- changes in management arrangements and services

Consultation is an essential part of our management services and is a way of arriving at better solutions. We may not always agree, but at least if we disagree we will find out why.

The success of our management depends upon our being aware of your problems and needs so that we provide the best services possible within our limits and resources.

We will be guided by the views of the majority of residents and take policy decisions which are in the best interests of the generality of residents, and in accordance with your lease/agreement. We will normally try to consult those directly affected by any change or request. We will not bother all residents unnecessarily over minor matters of concern to a few people only.

Opportunities to Get Involved and Influence Services

FORMING A RESIDENTS ASSOCIATION

It is our policy to encourage Resident Associations. Resident Associations can act as a body for representing and promoting the views of the residents to the Landlord and other bodies and also act as a focus for social activity.

Resident Associations can have greater rights in law to be consulted than individual owners. It is important therefore, that Resident Associations are properly run and properly constituted and that membership is open to all. In order to be recognised by SYHA, Resident Associations should meet the following requirements:

- Membership should be open to all residents
- At least 51% of the owners of the properties should be members
- The Residents Association should have adopted a satisfactory
- constitution. In determining whether a constitution is satisfactory, we will be guided by TPAS (Tenant Participation Advisory Service)
- Financial records should be kept

MAKING A COMPLAINT

At South Yorkshire Housing Association we welcome comments and take them seriously in order to improve services, we want to know if you are not happy with any of our services. We use complaints to help us improve our services in the future.

You can make a complaint to any member of staff by;

- By complaint form
- By Letter
- In person
- Over the telephone
- By E-mail
- By Fax

7 COMPLAINTS AND COMPLIMENTS

We investigate all complaints thoroughly and fairly; the detail of your complaint will be kept confidential. We will respond within 14 working days and if our service has fallen below the expected standard we will apologise and try to put things right.

We hope there will be no need, but if after following our complaint procedure, you remain dissatisfied, then you may wish to consider one of the following;

Independent Housing Ombudsman Service (IHOS)

If you have used every stage of our complaints procedure, then the IHOS may consider your complaint further.

IHOS has the power to;

- Mediate between South Yorkshire Housing Association and you
- Recommend that we apologise to you
- Recommend that we compensate you
- Recommend action to be taken by us
- Recommend other solutions to the problem
- Reject your complaint

You can contact the IHOS at:

81 Aldwich
London
WC2B 4HN
Telephone 0845 71259 973

HOUSING CORPORATION

This is the Government organisation that is responsible for regulating Registered Social Landlords. You can ask for their help, by contacting them at:

149 Tottenham Court Road
London
W1P 0BA
Telephone: 0207 393 2000

SUPPORTING PEOPLE

Supporting People Team
Communities and Local government
2 Victoria Street
Glossop
Derbyshire
SK13 8AB

LEASEHOLD VALUATION TRIBUNAL

If you pay a variable service charge to us which you consider is not reasonable, then you may appeal to a leasehold valuation tribunal for a determination (a ruling). The tribunal will charge a fixed fee to cover some of the cost of administering this.

LEASE – Leasehold Advisory Service

This is an independent advisory service, specialising in leasehold issues. You may contact them at:

70-74 City Road
London
EC1Y 2BJ
Telephone: 0845 345 1993
Email: info@lease-advice.org.uk

CITIZENS ADVICE BUREAU

Citizens Advice Bureaus can offer advice of a general nature or may have access to specialist advisers.

Look in your telephone book under “CITIZENS ADVICE BUREAU”

AIMS – ADVICE, INFORMATION AND MEDIATION SERVICE FOR RETIREMENT HOUSING

This advisory service is aimed at residents who live in retirement housing.

AIMS

Age Concern England
Astral House
1268 London Road
London SW16 4ER
020 8765 7465

Lo-call helpline

0845 600 2001
(open 9.30am-4.30pm Mon-Fri)
ARHM – The Association of Retirement Housing Managers

This is a trade body, who offer a regulatory service to residents who live in retirement housing which is managed by ARHM member organisations. Contact them at:

ARHM

Southbank House
Black Prince Road
London
SE1 7SJ
Tel: 020 7463 0660
Email: enquiries@arhm.org

RESIDENTIAL LONG LEASEHOLDERS – A GUIDE TO YOUR RIGHTS AND RESPONSIBILITIES

More information about your rights can be obtained from this booklet.

This is available from the:

Department for Communities and Local Government

DCLG Publications
PO Box No. 236
Wetherby
LS23 7NB

Or from their website: www.communities.gov.uk/housing

LAWS RELATING TO LEASEHOLD

The main Acts of Parliament covering Leasehold Tenancies are:

- Housing Act 1985
- Landlord and Tenant Acts 1985 and 1987
- Housing and Planning Act 1986
- Leasehold Reform, Housing and Urban Development Act 1993
- Housing Act 1996
- Commonhold and Leasehold Reform Act 2002

Copies of these Acts are available through public libraries or from Her Majesty's Stationery Office (HMSO), www.hmso.gov.uk/legislation/uk.htm or www.opsi.gov.uk/acts.htm

8 HELPFUL INFORMATION AND ADVICE

SAFETY AND SECURITY

THE SILENT KILLER

Carbon Monoxide is known as the “silent killer” around 30 people die in the UK each year from Carbon Monoxide poisoning, and hundreds more are seriously injured. Elderly and young people are particularly at risk.

The gas has no taste, colour or smell and can kill without warning in a matter of hours. Inhaling Carbon Monoxide reduces the blood's ability to carry oxygen, leaving the body's organs and cells starved of oxygen. Symptoms can often be mistaken for flu, even by medical professionals, and can include headaches, dizziness, nausea and exhaustion.

Other signs that there may be a Carbon Monoxide leak in the home are yellow or brown staining on and around gas appliances, rising condensation around windows and yellow-tinged pilot lights that frequently blow out.

If you suspect a Carbon Monoxide leak, call the National Grid emergency line 0800 111 999, turn off the gas supply, open the doors and windows and leave the property. An engineer should arrive within an hour.

GAS SAFETY

Gas safety within the home is very important. It is your responsibility to make sure that all your gas appliances are serviced every year, we recommend that the gas supply to your property is checked and certified by a CORGI registered contractor. The contractor must supply you with a certificate for your records.

ELECTRICITY

Do not carry out your own electrical repairs. Remove plugs from sockets of any appliances not in use. Regularly check that your plugs are in good order and are properly wired and fused. Do not run more than one appliance from the same socket and never run electrical fittings from a light fitting. Use short, undamaged flexes and check their condition regularly. Follow the maker's instructions when using appliances. Never touch switches with wet hands. Never take electrical appliances particularly electric fires into the bathroom. Get expert

help for all repairs. If you suspect a fault in your electricity supply contact your Property Services Department on 0800 1380 380

FIRE

To reduce the risk of fire starting in your home, make sure that open or radiant fires are properly guarded (it is an offence to leave a child under 12 in a room with an unguarded fire). Make sure cigarettes and matches are out before emptying ashtrays. Keep all matches and lighters away from children. Do not dry clothes over convector heaters, cookers or fires. Close windows and all internal doors at night to prevent spread of fire. If you use solid fuel; have your chimney swept at least twice a year. Buy a household fire extinguisher and fire blanket.

BURST PIPES

During winter months take satisfactory precautions to prevent burst pipes. Make sure that your home is satisfactorily heated. If you go away, leave the heating on where you can, but turn the thermostat to 10c. If you are unable to leave the heating on, make sure your water is turned off at the stop tap and the hot, cold and heating systems are drained down.

Damage caused to your contents and personal belongings will be your responsibility.

SMOKE ALARMS

Most of our new properties have smoke alarms fitted as standard. It is in your own interest to ensure you have satisfactory alarms within your property. In most properties the Smoke Alarm will be wired in and will therefore not require batteries. If however the alarm is not wired in it is essential that you regularly check the battery of your smoke alarm, change the battery at least once a year and renew it immediately the low battery “beep” sounds.

LEGIONELLA

When you have not used your shower for a period of 5 days it is recommended that you follow the procedure listed below to reduce the risk of contracting legionella.

Switch on extractor fan. Turn up the water temperature to the highest setting and turn the water on. Close the shower curtains. Exit the bathroom and close the door. Leave the water running for 15 minutes and then turn off. This is called a thermal clean.

KEYS

When you move in you will be given keys to your property and a fob for the communal door entry system. Please keep your keys safe and if you lose your keys or fob you will have to pay for replacements. If you lose your fob please let SYHA know. Please be careful if you give your keys to another person. This is because you could be putting other residents at risk by allowing strangers into the building.

You are responsible for your visitors and their behaviour whilst they are in the scheme. Although every care is taken for the security of the building it is your responsibility to keep your door locked for your own safety.

TO DETER BURGLARS/ SECURITY

Make sure you have secured all windows and locked doors whenever you go out. At night, make sure ground floor windows and the windows near drainpipes or flat roofs are all secured. Do not leave keys under the mat or on a string behind the letter box. If you think of a safe place to hide a key a burglar has already thought of it. Do not leave notes outside of your house for callers when you are out. This is an obvious sign that the property is unoccupied. Ask strangers for proof of identity before you let them into your house. Any genuine caller to your home will have an identity card. If you have any suspicions about a caller, telephone the Police. When you go away cancel milk and newspaper deliveries not forgetting those that are delivered free. Arrange for a relative or friend or neighbour to call occasionally to check that your home is secure.

If you are away for any length of time inform scheme staff as an added security precaution

FALLS

Three out of five deaths resulting from accidents in the home are caused by falls. The following rules will guard against this type of accident:

- Make sure that stairs and landings are well lit and that they are kept clear of obstacles such as toys
- Make sure that stair carpet fixings are always secure
- Repair or cover holes in your carpets or other floor coverings to avoid tripping
- Do not polish underneath rugs
- Make sure rugs are non slip

TV LICENCE

You will have to apply for your own TV licence or transfer over from your previous address. If you are over 75 years of age you will get the licence free

RESIDENT'S MEETINGS

Staff will provide you with details of resident's meetings within a scheme.

SMOKING

Legislation requires that we enforce a no smoking policy in all internal communal areas. You can of course smoke in your own property but please be aware of the fire risk associated with smoking and be careful when putting out cigarettes and do not smoke in bed

CONDENSATION IN NEW PROPERTIES

During the winter months, especially when moving into a new property, condensation is often a common problem. Traditional construction materials which contain large amounts of water, dry out within a home during the initial period of occupation, contributing to additional water vapour.

The use of double glazed windows and high performance doors which are relatively airtight could also contribute to the increase in condensation by preventing water vapour from escaping from the home.

Signs to look for are running water on windows and walls and possibly mould growth on window frames, walls, furnishings and fabrics. Condensation may be controlled by the use of satisfactory heating and ventilation.

There are several ways of combating the problem:

- Keep rooms warm and properly aired. Keep some low background heat in colder weather even if the house is unoccupied during the day.
- When cooking, washing, bathing and drying clothes, keep the door shut and a window open – this prevents warm, moist air moving into colder areas of your home.
- Avoid using paraffin heaters or bottled gas as these produce one pint of water for every pint of fuel burnt. If used, always keep a window open.
- Use lids on saucepans when cooking.
- Leave trickle ventilators in the open position and regularly vent all rooms by opening windows for a short period (e.g. the venting of bedrooms each morning).
- Ensure that clothes drying machines vent to the exterior and avoid drying clothes on radiators.
- Wipe away mould growth by using a diluted solution of household bleach, (always wear rubber gloves and take care to prevent contact with eyes
- and skin). Test a sample area first to ensure that decorations are not damaged.
- Use proper anti-mould paints and anti-condensation coatings in areas such as bathrooms.

PETS

If your lease allows you to keep pets, it is your responsibility to keep them under control. Dogs and cats are not normally permitted in properties in a sheltered housing complex or other block of apartments which have communal gardens. Dogs on estates can be a problem if they are allowed to roam. Problems with stray dogs should be referred to the Dog Warden of the local council.

GARDENS

The appearance of residential areas and streets depends to a great extent on people keeping their gardens neat and tidy. (You are responsible for keeping your garden free from rubbish and excessive weeds.

CAR PARKING

Many schemes have parking for residents. Visitors can usually use a visitors section of the car park. However if this is full they should park in nearby streets. Car parking can be a problem, so if you have to park in the street, please consider others.

NOISE

It is a condition of your lease/agreement that you keep noise from your property to a reasonable level and not cause nuisance or annoyance to neighbours. If you have problems with neighbours being noisy regularly, for example, parties or playing music too loud, we may be able to help, but first you should try to sort out the problem yourself.

NEIGHBOUR DISPUTES

We have limited powers to intervene in neighbour disputes between home owners. It is important therefore that every effort is made by parties concerned to resolve the problem between themselves. A friendly approach is the best. By being considerate to your neighbours, disputes need never arise.

RUNNING A BUSINESS FROM YOUR HOME

Your lease/agreement is likely to contain covenants restricting the use of your home. If you want further information contact South Yorkshire Housing Association.

9 CARE AND SUPPORTED HOUSING

If you live in a Care and Supported Housing Scheme please refer to the individual scheme leaflet.



South Yorkshire Housing Association

South Yorkshire Housing Association
 43-47 Wellington Street, Sheffield, South Yorkshire S1 4HF
 Tel: 0114 290 0200 Fax: 0114 290 0289
 www.syha.co.uk

If you would like this document in another language or format, please contact our Sheffield office

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 যদি আপনি এই ডকুমেন্ট অন্য ভাষায় বা ফরমেটে চান, তাহলে দয়া করে আমাদেরকে বলুন।
 如欲索取以另一語文印製或另一格式製作的資料，請與我們聯絡。
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Haddii aad rabtid in warar laguugu siyo hab luuqadeed o kale, fadlan na soo waydiiiso.

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