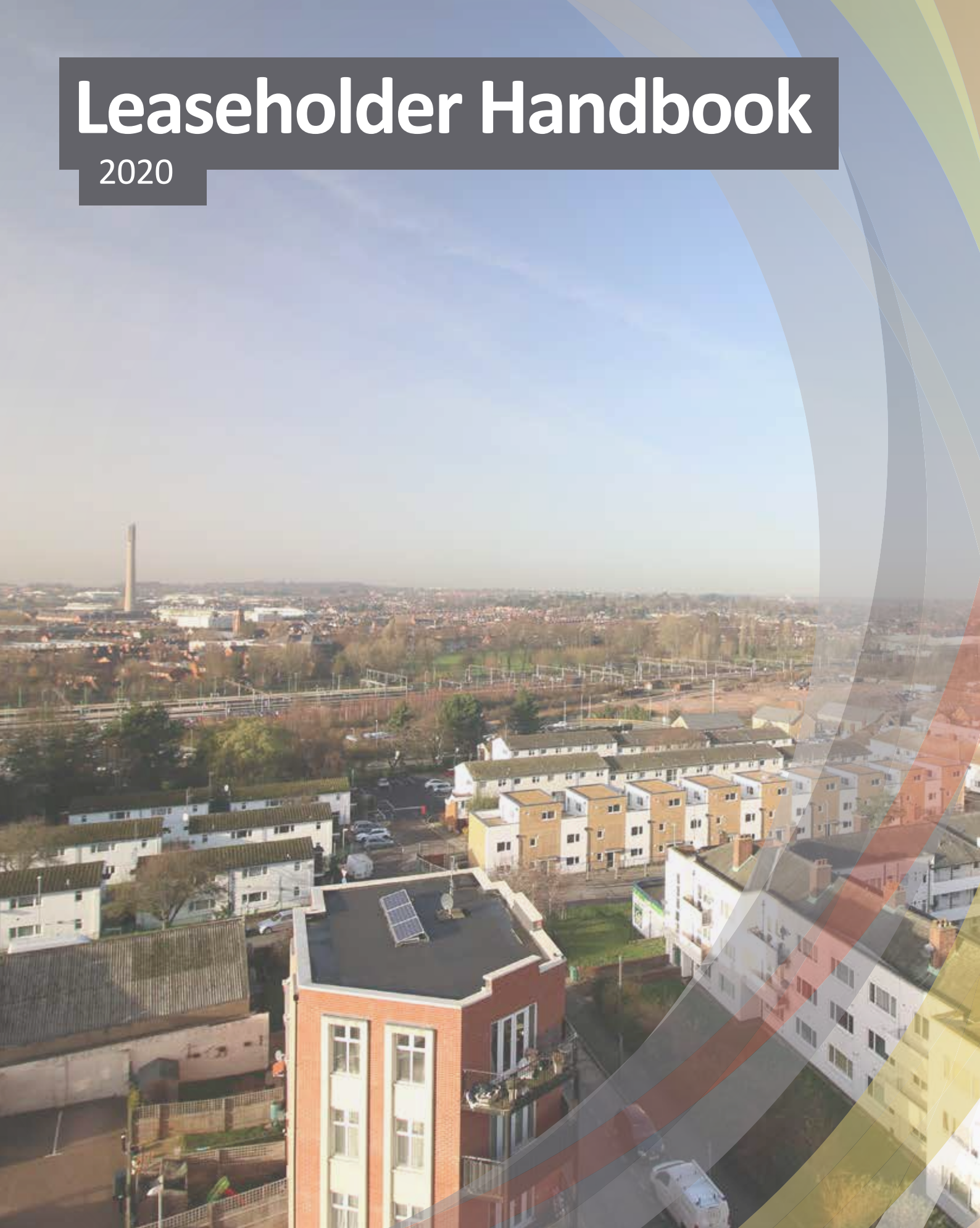


# Leaseholder Handbook

2020



Registered Office: The Guildhall St Giles Square, Northampton, NN1 1DE  
[www.nph.org.uk](http://www.nph.org.uk)



**NORTHAMPTON  
PARTNERSHIP HOMES**





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# Introduction

Northampton Borough Council (NBC) owns more than 12,000 properties around the Borough. Over 960 of these are leasehold properties.

Northampton Partnership Homes (NPH) has been responsible for the management of all Council homes in the Borough of Northampton since 5th January 2015. NBC retains the freehold of these properties and continues to have all the rights and responsibilities of the landlord.

NPH is a not for profit organisation and is completely owned by NBC.

NPH is governed by a Board of Directors (12 board members) which is made up of the following:

- Four tenant board members
- Four council board members
- Four independent board members

This handbook provides useful information about your lease and how NPH, as your managing agent will manage the building that you live in.

Our aim is to provide you with information on your rights and responsibilities as a leaseholder as well as our rights and responsibilities as your landlord.

The handbook is only a guide. It does not set out the full terms of your lease or the law, and is not a legal document. If you have any difficulty or dispute in connection with your lease you may refer to this handbook for guidance, but you should take independent advice from a solicitor, Law Centre or Citizens' Advice.



# Section 1

## Service standards

### What you can expect from us

NPH offers a range of services listed below, that sets out the standard of services you can expect from us.

If you feel we are not meeting any of these standards then please tell us. Your views help us to understand both how we are doing and what we can improve on.

Our customer service experience is based on the following principles. We will:

- Make it easy to do business with us;
- Make sure that our staff are well trained and continually developed;
- Aim to get all that we do right first time;
- Listen and respond to you;
- Show empathy and honesty;
- Be polite and respectful;
- Provide quality services, and
- When things go wrong, keep you updated and learn from it.

### Your responsibilities

To help us provide the best possible service we respectfully ask that you:

- Be considerate and polite when speaking to our staff and contractors.
- Give us all the information we need to help you.
- Be on time for appointments or let us know if you are no longer able to attend.
- Tell us if you are unhappy with the service you have received.
- Tell us if the service has been better than you expected.

You can contact the customer service team at The Guildhall from  
Monday – Friday between 09:00 – 17:00 - Our telephone number is 0300 300 7003

### Customer Care

#### **You can access our services by:**

- Telephone;
- In person;
- In writing by letter or email;
- Online; and
- By visiting The Guildhall.

#### **You can also ask us to visit you at home. On our website [www.nph.org.uk](http://www.nph.org.uk) you can:**

- Pay your service charges;
- Report a repair;
- Report anti-social behaviour; and
- And apply for a garage.

## **Leasehold Services**

### **Our service pledges**

- We aim to answer your telephone call in no more than 90 seconds.
- At The Guildhall One Stop Shop we aim to keep you waiting no longer than 10 minutes to see a member of the team.
- If you have an appointment, we will see you within 10 minutes of the allotted time.
- We only provide morning or afternoon appointment slots.
- If you can't wait for us on the telephone then you can leave us a message and we will ring you back within 1 working day.
- If you email us, we will acknowledge receipt within 1 working day and aim to reply in full within 3 working days.
- We will carry out satisfaction surveys to make sure that service continually improves and you are happy with the service provided.
- If a call back is needed, we aim to do this within 1 working day.

### **Our Service pledges - we will provide:**

- An informative welcome pack to all new leaseholders including a handbook, details of service charges and payment options;
- An itemised annual service charge bill in a clear and appropriate format;
- An actual service charge expenditure statement in a clear appropriate format, together with a breakdown of responsive repairs where necessary;
- Full consultation in compliance with the legal Section 20 process regarding major works and refurbishments;
- A detailed breakdown of any major works or refurbishment costs; and
- An outline of payment options.







# Section 2

## What is my lease agreement

Your lease is a legal agreement between you (the leaseholder) and NBC (the freeholder). The lease gives you the rights over the land and buildings that make up your property for a limited period. This period is known as the terms of your lease, the lease term is usually 125 years.

The lease will have a plan attached showing your property and the block it is in (the building), together with any garden or shed included in the sale.

The lease will also explain both your and our rights and responsibilities. We have both signed the lease to say that we will keep to the conditions and carry out our responsibilities.

### **What are my rights as a leaseholder?**

The lease sets out the part of the building that is your home and your rights to use the shared areas of the block or estate.

There are a number of laws protecting your rights as a leaseholder. If you are not sure of your rights, you can ask a solicitor or Citizen's Advice for advice. You may also find the Leasehold Advisory Service a very useful source of information.

The main Acts of Parliament covering leasehold tenancies are as follows:

- Landlord and Tenants Act 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; and
- Housing Act 2004.

You can find useful information on relevant sections of these acts at [www.lease-advice.org](http://www.lease-advice.org)

## What are my responsibilities as a leaseholder?

As a leaseholder, you must do the following:

- Pay your ground rent and service charges and any bills we send you for major works when they are due.
- Pay a fair share of our expenses for providing repairs, maintenance, insurance and services to the building and shared areas.
- Receive our written approval before making any alterations or additions to the structure of your home.
- Allow us entry into your home to carry out inspections or repairs to your flat or maisonette, other parts of the building or to your neighbour's property. We will give you at least 48 hours notice if we need to come in to your home (except in an emergency).
- Avoid causing nuisance to other residents, this applies to anything you (and members of your family, visitors or pets) do or do not do.
- Only use the property as a private home for a single family to live in.
- Keep to the terms and conditions of your lease.

## What are our rights as your landlord?

As your landlord, we have the right to:

- Carry out repairs, maintenance and improvements to the structure and shared areas of the block (following consultation);
- Enter your home to carry out inspections or repairs to your flat, or other parts of the building or to your neighbour's properties. We will give you at least 48 hours' notice if we need to come into your home (except in an emergency); and
- Enter your property without permission to carry out essential repairs needed to prevent injury or extensive damage to property in an extreme emergency, if we are unable to contact you.

## What are our responsibilities as your landlord?

We have a duty to do the following:

- Keep the main structure and outside of your home in good condition (this includes the roof, outside walls, structural walls inside shared areas, balcony railings, foundations, chimney, stacks, gutters and rainwater and soil pipes).
- Keep the building insured to the full cost of restoring it to the same condition it was before any damage or destruction and to make good any such loss or damage as soon as possible.  
This means you do not have to arrange building insurance. But we do strongly recommend that you take out contents insurance to cover your possessions.
- Consult with leaseholders before carrying out any major work to the building.

## What happens if I break any of the terms of my lease agreement?

As a first step, we will contact you and try to settle the matter with you. If we are unable to reach a satisfactory agreement with you after a period of negotiation, we may apply to the court to end your lease agreement.

## Do I need permission to sell my flat?

You do not need permission to sell your home, or enter into an agreement to sell it. However, if you brought your home under the Right to Buy scheme, you will have to repay all or some of the discount you received if you sell your property within 5 years. (The amount you have to repay is worked out as a percentage of the current value of the property less the value of any improvements you have made since you bought it).

NBC have the right of first refusal if you sell within the first 10 years. You need to contact [housing.strategy@northampton.gov.uk](mailto:housing.strategy@northampton.gov.uk) for a decision as to whether the flat can go on the open market.

Prior to the sale of your property your solicitor should write to us requesting certain information about your property and account. This information will include but not be limited to:

- Previous and current years' service charge accounts;
- Copy of the lease and title;
- Details of any money owing;
- Information on the building insurance policy;
- Major/planned works; and
- Any other relevant information.

Your solicitor should request this information as soon as possible to avoid any unnecessary delays. We will whenever possible, respond to all enquiries within 10 working days.

There is an administration fee for obtaining this information. Our current fee can be obtained from the table of fees in section 13 (page 35).

You must pay in full any outstanding bills before you move out, including any service charges, ground rent, building Insurance and so on. You must ask your solicitor to contact us before the lease is transferred and we will calculate any charges you still owe.

The solicitor acting for the new owner of the lease must formally notify NBC as soon as the sale is completed, by way of a Notice of Transfer/Assignment in order for NPH to update our records. There is a fee for serving this notice. If no notice is received, you will still be liable for any charges against your property.





# Section 3

## What are service charges

As a responsible social landlord, NBC has a duty to maintain the structure of the building and the shared areas to a satisfactory condition by carrying out maintenance, repair and major work where needed.

### How we calculate your charges

Service charges are calculated in accordance with the terms of your lease. Currently, service charges are calculated by the number of bed-spaces in your property as a percentage of the number of bed-spaces within your building. It is important to note that bed-spaces are not the same as bedrooms; it refers to the maximum occupancy of your flat.

Therefore, if you have a one bedroom flat, it is deemed that the maximum occupancy is two people, and you therefore have a two bed-space property. We always aim to make our charges fair and reasonable.

The charges detailed reflect the costs incurred by the council: these costs may change slightly from time to time due to market forces or unforeseen circumstances. If any adjustment is needed, this will be reflected in the next charge due.

If you have bought your flat midway through the service charge period which runs from 1st April to 31st March then we will divide the costs accordingly.

Service Charges are made up of the following costs (please note that not all flats will receive all services and costs listed below):

### Responsive repairs

Any repairs, that are undertaken to the communal areas of your building are chargeable. The costs of any communal repairs are shared between your entire building. A communal repair could be for example, to repair a worn out communal front door or repair communal lighting.

If you have repairs carried out only to your property, then you alone are expected to pay for them. An example of this could be a repair to the front door of your flat.

### Communal electricity and lighting

You are expected to pay for the cost of lighting the communal areas in your building and again, this charge is split between your entire building.

If you have other communal features, such as a lift or a fire alarm system that use electricity, the cost of the electricity used is also included in this charge.

## **Grounds maintenance**

This charge covers the cultivation, maintenance, and improvement of any shared garden, landscaped area or other ornamental features within or provided for the enhancement of the building, which is within the curtilage as detailed in the title plan.

## **Repair and maintenance of boilers**

If there is a communal boiler in your building, (meaning there is no boiler in your individual flats) then you are expected to pay towards the repair and maintenance of it. This cost is shared between your entire building.

## **Repair and maintenance of lifts**

If there is a lift in your building then you are expected to pay for the repair and maintenance of it.

## **CCTV**

Where there has been CCTV installed in or on the outside of your building covering the communal areas and entrances, then you are expected to pay towards its upkeep. This cost is shared between the entire building.

## **Cleaning**

This charge is for the cleaning of any shared communal areas within the block. For some blocks, it will also include such things as litter picking within the curtilage of the building, cleaning lift cars, unblocking rubbish chutes and putting out bins. We can provide a schedule of cleaning that applies to your block.

## **Heating and hot water**

If there is a communal boiler in your building that heats your hot water and provides your heating, then you are expected to pay for the cost of running and supplying it. This cost is shared between the entire building.

## **Buildings insurance**

NBC provides buildings insurance and you contribute towards this cost through the service charges. The charge is passed on to you directly from the insurance provider.

If your home is unoccupied for more than 30 days, you must advise the insurance provider. If you fail to do this, your insurance company could refuse to pay out in the event of a claim.

## **Management fee**

The management fee covers all the costs of administering leasehold services at NPH. Every time a council officer is involved in leasehold work, their team is charged to all leaseholders.

## **TV aerials**

If your television is connected to the communal aerial situated on the roof of your building, then you will pay a contribution towards the maintenance of that aerial irrespective of whether you choose not to use the system.

## **What is ground rent?**

Ground rent is the charge you pay once a year for renting the land. This £10.00 charge is included in your lease agreement.



## You can pay your bills in the following ways:

- Direct Debit – this is our preferred method of payment for all regular payments. To set up a direct debit, please telephone 01604 838891 or 01604 838831
- Card Payments – you will need your leasehold account number, payment amount and credit or debit card to hand to complete the transaction. Payment can be made using credit and debit cards: Visa, Mastercard, Delta, Maestro, Switch and Solo. These can be made by calling 01604 838891 or 01604 838831
- Online – payments can be made using online secure payments at [www.northampton.gov.uk](http://www.northampton.gov.uk)
- Payzone and Post Office – cash payments can be made at most outlets where you see the Payzone sign. You can take a letter or statement with you which displays the Payzone barcode.
- Standing Order – forms to set up standing orders are available at the Guildhall or by calling 0300 330 7003
- BACS and Bank Transfer – the council's bank details are:
  - sort code- 20-17-68
  - account number – 70509035
  - reference- your account number

## Are there any limits on how much you can charge me?

If you purchased your flat from NBC under the 'Right to Buy' scheme, we will have given you an 'offer notice' under section 125 of the Housing Act 1985 (a section 125 notice).

This notice will include estimates for any major work or improvements we may carry out as part of the planned investments programme, and we cannot charge you more than these estimates plus a specified allowance for inflation. The notice lasts for five years from April following the date when we first sold the lease.

When the five-year period ends, we can charge you your share of the reasonable cost of any work we carry out.

## Can I claim benefit to pay my service charges?

There is no state benefit to help pay your service charges.

If you are sick, unemployed or disabled, you may qualify for other financial support under the Government's benefit system. You should apply to the Department for Work and Pensions (DWP) at your local Jobcentre Plus office or access advice from your local citizen's advice.

If you are already claiming income support, income-based Jobseekers Allowance or Pension Credit from the DWP, you may be able to receive help towards the cost of major works to your building. You should ask the DWP or Citizens Advice to see if you are eligible.

Even if you qualify for help, you will remain responsible for paying your service charge.

## **Can I apply for a reduction in the charges for major works and improvements?**

If your service charges relating to repairs, maintenance or improvements are more than £10,000.00 over a five year period you can apply to have the charge reduced to £10,000.00 (but not less) under the Social Landlords Discretionary Reduction of Service Charge (England) Directions 1997.

Please note that, as a general rule, you will receive a direct benefit from this work because maintaining and improving the outside and structure of the building should increase the value of your property.

## **Problems paying your invoices**

If you receive an invoice from NPH on behalf of NBC that you are unable to pay then please call 0300 330 7003 and ask for the recovery section or email: [recoverysection@northampton.gov.uk](mailto:recoverysection@northampton.gov.uk) for advice and support.

This team are there to provide guidance for you to repay the invoice. They can offer the following options:

- An assessment of your financial circumstances;
- Negotiation of a realistic repayment schedule; or
- Assistance with payment options.

Please do not ignore any invoice, as failure to act may result in final demands or the use of further debt recovery methods, which could include:

- credit action;
- additional charges; or
- repossession of your home.

You are encouraged to let us know as soon as possible if you are unable to pay.

## **Failure or refusal to pay**

Your lease is a legally binding document and by signing your lease you have agreed to pay the costs that NBC, as landlord, incur to repair and maintain your block.

By refusing to pay, you are breaking the terms of your lease and we can go to court to seek judgment against you.

In some cases, we may decide to inform your mortgage lender of the non-payment.

In extreme cases, the court may decide that you have seriously broken the terms of your lease and give us possession of your flat.

If we do go to court, or inform your mortgage lender, this will incur costs and could add to your financial problems. It is therefore very important that you work with us to sort out any problem before it escalates.

In addition, this could also affect your credit history.

## What do I do if I think my charges are not correct?

We always aim to calculate charges fairly and correctly, but if you think we have made a mistake or have charged you for works you feel have not been carried out, or are substandard, please contact the leasehold services officer on 01604 838891, who will investigate and respond to your query or complaint.

If you are not happy with the initial response, you have the right to submit a complaint by either calling 0300 330 7003 or emailing [customerfeedback@nph.org.uk](mailto:customerfeedback@nph.org.uk).

You also have the right to apply to an independent tribunal service, called the First-tier Tribunal, and both parties will abide by their decision. This is a more formal step and might result in you being asked to attend an appeal panel, in order to put your case across, although attending is not compulsory. Please note, all appeals must be made in writing.

However, the tribunal can make a charge to hear your case. Contact details for the First-tier Tribunal can be found at the back of this handbook.





# Section 4

## Repairs and maintenance

### Who is responsible for maintaining my home?

We have agreed in your lease agreement that the responsibility for maintaining your home to keep it in good condition should be divided as follows.

#### We are responsible for:

Repairing and maintaining the structure, outside and shared parts of the building. This could include the following:

- Roof and chimneys;
- Communal pathways;
- Drains;
- External brickwork;
- Lifts and door entry systems;
- Communal lighting;
- Communal areas;
- Gutters and soil pipes;
- Flat front doors; and
- Any other major repair.

You will pay towards the cost of repairs and maintenance we carry out.

### You are responsible for:

Maintaining the inside of your flat, including the following:

- Fittings such as kitchen units and sinks;
- Walls and ceilings;
- Floors;
- Plumbing, electrical wiring and gas connections (up to the meters) inside your flat;
- All fixtures and fittings except those that are part of a shared system, such as a door entry phone;
- Gas boilers (which should be serviced every year);
- Smoke and carbon monoxide detectors; and
- Heating systems that supply heat to your property only.

You are also responsible for repairing any leaks or burst pipes in your property.

If you do not carry out repairs when they are needed, and this causes damage to the building or another flat, the damage will not be covered by your buildings insurance and you may have to pay for the repair yourself.

### How do I report a repair?

#### If we are responsible for the repair, contact us:

- Online: [www.nph.org.uk/report-repair](http://www.nph.org.uk/report-repair);
- By phone 0300 330 7003; or
- Visit the One Stop Shop, The Guildhall, between 09:00 and 17:00, Monday to Friday.

## If you are responsible for the repair:

- You will need to contact your own tradesperson.
- If you are letting your property to tenants, please make sure that you have given them contact details for the tradespeople you want to use. (Unfortunately, we do not recommend local tradespeople as this may suggest that we are responsible.)

## Can I carry out improvements and alterations to my home?

You can redecorate the inside of your property and replace the fittings within your property.

You must not carry out any structural alteration without first receiving our formal written permission. For example, you will need permission to do the following:

- Change your front door – to make sure it meets fire regulations;
- Remove walls – to make sure that the wall you want to remove is not load-bearing;
- Replace windows – to make sure that the design, colour and specification will not cause problems in the future;
- Replace kitchens and bathrooms, if electric wiring and plumbing is changed; and
- Electrical works including fuse boards.

You will need to ask for permission in writing (a licence of alteration) by sending a schedule of works, and the details of the tradesperson or company who will be completing the works. Please ensure that the company or tradesperson are registered, Fensa or Gas Safe for example.

All requests should be sent to [leasehold@nph.org.uk](mailto:leasehold@nph.org.uk).

Before you begin the work, you will also need to check if you need planning permission or building regulation approval.

There will be a fee charged for the consideration of granting a licence of alteration. A licence will not automatically be issued as this is subject to you providing the correct documentation to meet approval.

## Can I replace the front door of my property?

Your front door has an essential role in protecting your home, your family and your neighbours.

Flat entrance doors are specially designed to resist the spread of fire and should only be replaced with a door which will resist fire for at least 30 minutes. You should not replace any entrance doors without our permission.

If you live in a flat or maisonette where the door leads straight out onto the main street (and not in an enclosed shared area) these fire regulations do not apply. If you are in any doubt, please check with us first.

When asking permission to change your entrance door, you need to be aware of the following:

- The new door must be able to resist fire for at least 30 minutes.
- We will not give permission for PVCu doors or glazed doors.
- Doors must be fitted with self-closing devices, steel (not aluminium) hinges and metal door catches.
- You can request a full specification from [leasehold@nph.org.uk](mailto:leasehold@nph.org.uk).

## Can I have a satellite dish installed?

If your block has a shared Integrated Reception Systems aerial, which will provide a combination of satellite digital, terrestrial digital and radio, we will not give you permission to install an extra satellite dish.

## Section 5

# Replacement or extra communal door fobs

If you require a replacement or extra fobs for your communal door, please contact the leasehold services officer on 01604 838831 or 01604 838891 to place an order.

**The charges are as follows, which is payable on request:**

- 1 extra fob- £42.00.
- 2 extra fobs- £60.00.
- 3 extra fobs- £78.00.
- 4 extra fobs- £96.00.
- 5 extra fobs- £114.00.

Once the fobs have been programmed the leasehold team will contact you to arrange delivery or collection as we require them to be signed for, we will also require proof of ID.

If you sublet your property and would like the fobs delivered or collected by your tenant or managing agent we need written authorisation from yourself, stating the name and contact details of your tenant as they will be required to show proof of ID. Alternatively please provide your managing agents contact details.

Requests for extra fobs will only be taken from the leaseholder or their managing agent, we will not accept requests from tenants of leaseholders without authorisation from the leaseholder.







# Section 6

## Major or planned works

We must consult with you before we start any major or planned works if you will pay more than £250 towards the cost.

### Examples of major works can include:

- Refurbishment of the communal area;
- Improving security – communal doors/fob system;
- Replacing windows – communal and flat;
- Roof replacement and repairs;
- Rainwater goods, guttering, fascias and soffits;
- Works to the external area; or
- Bin stores/sheds.

We must also consult with you on certain long term agreements or contracts lasting more than 12 months. For example, the cleaning or grounds maintenance contract, which we intend to enter into and will cost you more than £100 per year (qualifying long term agreements or QLTA's).

### How will you consult with me?

The law requires that the leaseholder must be consulted before the landlord carries out Qualifying Works (QW) or enters into a Qualifying Long Term Agreement (QLTA) for the provision of services as defined by the Commonhold and Leasehold Reform Act 2002.

### Consultation for major work if there is a qualifying long term agreement

The work will be carried out by our contractor, but you can comment on the work we are planning or the likely cost.

We will send a notice of intention to each leaseholder, the notice will:

- Describe in general the work we are planning;
- Give an estimate of how much the work will cost you as a leaseholder; and
- Give you a period of 30 days to make comments in writing about the work and the estimates and tell you where to send these.

## **Consultation for major work if there is no qualifying long-term agreement**

At the time of writing, this can apply to works not carried out by our contractors.

There are three stages to this process.

### **First Stage**

We give written notice to each leaseholder, the notice will:

- Give a general description of the work we are planning;
- Say why the work is necessary;
- Invite you to nominate a contractor you think we should ask to provide an estimate; and
- Give you 30 days to send any comments to us in writing.

Local authorities must keep to a number of regulations when selecting contractors.

Contractors must be on an approved list of contractors, or qualify to join them.

### **Second Stage**

We give each leaseholder a written notice, which:

- Includes at least two estimates for carrying out the work; and
- Gives you 30 days to send us your written comments on the estimates We consider any written comments we receive within 30 days

### **Third Stage**

After the end of the 30 day-day period mentioned in stage two, we can enter into a contract for the work.

In cases where the work is urgent for example, a leaking roof or a dangerous structure (or in other cases where we need to carry out the work quickly) we may apply to the First-tier Tribunal for an order, which would mean we did not have to consult you about the work.

The tribunal will tell you if we do this.

## Qualifying long term agreements

The Commonhold and Leasehold Reform Act 2002 introduced a new section 20 ZA, which sets out the rules for consulting you if we enter into a qualifying long term agreement (QLTA)

### First Stage

We will give a written notice to each leaseholder, this notice:

- Gives a general description of the services we will provide;
- Includes a statement explaining why a long term agreement is necessary; and
- Gives you 30 days to send your comments in writing.

### Second Stage

Once we have received the estimates we must send you a second notice providing at least two estimates, the second notice will:

- Give you details of the services we will provide;
- Give the name and address of the contractors we propose to use;
- Give the estimated cost to you;
- Show the period of the contract; and
- Give you 30 days to send your comments to us in writing.

### Third Stage

Finally, we will write to you to tell you who we have awarded the contract to and why.

### What happens if you do not consult me?

We should only charge for work in line with the conditions of your lease. If we do not formally consult you (as described above) for work that results in a service charge of more than £250 per leaseholder, we can only charge you £250 for that piece of work.

If the works are an emergency and/or cannot wait for the consultation process the charge will be capped at £250.



# Section 7

## Fire safety in communal areas

NPH has a duty to ensure all tenants and leaseholders have a fire safe communal area.

Items such as mobility scooters, buggies or bikes can cause obstructions to escape routes if you or someone else in your building needed to evacuate due to a fire. Even small, seemingly harmless items such as door mats or plant pots, can form an obstruction if it is dark and smoky.

It is very important that all communal areas are kept clear and free of obstruction. If personal items are found in the communal area you will be asked to remove them. If you fail to do so promptly, we will remove them and dispose of the items and take enforcement action.

Signs have been added next to each communal door in each block of flats that show no items are to be stored in the communal areas. Our housing officers and the housing estate inspectors visit blocks regularly to check the safety of communal areas.

If you become aware of an item in the communal area that poses an obstruction or fire risk then please let us know immediately, by calling us on 0300 330 7003.

It is against the law to smoke in the communal areas in blocks of flats.

NPH operates a zero tolerance policy for items in the communal area. The item will be removed by the council and the cost will be divided equally amongst the residents of the block, unless the items can be identified as belonging to an individual flat, where the costs will be charged directly to them.

It is your responsibility to make sure that any fire detection devices in your property are working correctly.

The front door to your flat needs to meet fire regulation and NPH specifications:

- It must be able to resist fire for at least 30 minutes.
- Doors must be fitted with self-closing devices, 3 steel hinges and metal door catches.
- The door must be CE accredited.
- The door closer must not be removed or disconnected and you must not breach the integrity of the fire door.

You can request a full specification at [leasehold@nph.org.uk](mailto:leasehold@nph.org.uk).



## Stay Put Policy

- The 'Stay Put' policy was first included in regulations for flats in 1962. It was re-evaluated in 2005 but no changes were made.
- The policy was looked at again in 2009 with the recommendation that the government publish guidance in relation to the policy.
- The 'Stay Put' policy says that in buildings with purpose-built flats and apartments, residents in an area that is not directly involved with the fire should stay inside their flat with doors and windows shut, until told to evacuate by the fire service.
  - If a fire started within the resident's flat, they should leave the premises and call the fire and rescue services.
- Stay Put is a policy decided by the building structure, compartmentation of flats and the means of escape, including stairwells to a point of safety. It also takes any fire safety systems present into consideration, such as fire detection, emergency lighting, sprinklers and dry risers.
- The policy can be changed by the officer in charge of the fire at any time they deem a full evacuation necessary.
- It can also be temporarily changed if an individual building fails a fire risk assessment.

## How NPH implement Stay Put into our high-rise blocks

### Fire Risk Assessments:

- None of our blocks have ACM cladding.
- Every high-rise block in the NPH domestic portfolio has a fire risk assessment every 12 months. They are also inspected by housing officers every 3 months, and every three months by an estates inspections team trained to look for defects. This inspection takes into consideration the structure and build of the block, compartmentation, escape routes and fire safety systems.
- Flats have fire detection systems for early warning. They also have 30-minute fire rated doors compliant with the fire regulations, this also applies to communal fire doors.
- All blocks with internal escape routes are protected by fire doors, fire rated glass, emergency lighting and, where required, signage.
- Every high-rise block is inspected by the Northampton Fire & Rescue Service Fire Protection Branch every two years. They have also been audited twice by the fire service and once by an external body.
- All fire safety systems are maintained, serviced and recorded according to their statutory standards.
- We have a zero tolerance policy for keeping escape routes clear of combustible materials, as well as trip hazards. We also have mobility scooter and hoardings policies, which are all designed to reduce the fire risk of each block.

# Section 8

## Gas servicing

We strongly advise that you have your gas appliances serviced on a yearly basis, especially if you are sub-letting your property.

NPH have introduced a new initiative with our contractors, P H Jones, who will complete gas safety and smoke detector checks for leasehold properties. The options are as follows:

- One off annual gas safety check and provide a Landlords Gas Safety certificate (LGSR).
- Check smoke detector, record expiry date on LGSR certificate, plus annual gas safety check.
- If the smoke detector is found to be faulty or expired, to replace with a new battery.

Spare parts and repairs for boilers are not included in the quotes, these would be payable separately once the costs have been ascertained.

If you wish to take up this initiative with our contractors, please email [leasehold@nph.org.uk](mailto:leasehold@nph.org.uk). Your details will then be passed to P H Jones to arrange a mutually convenient appointment with you.

The charges for a gas safety check or smoke detector check will be added to your annual service charges and the charge for a faulty smoke detector will be added to your charges if applicable.

# Section 9

## Sub-letting your home

### **We don't mind if you let out your flat and become a landlord, as long as you:**

- Let us know that you are renting out your property;
- Provide your new address and phone numbers;
- Provide contact details if you are using a managing agent (as we need to contact them if there are any problems with the flat, such as a burst water pipe); and
- Make sure your tenants keep to the terms of the lease, as you are responsible for their actions.

### **Some words of advice.**

- We suggest you receive help from a solicitor or citizen's advice in preparing a suitable tenancy agreement between you (as a private landlord) and your tenant.
- If your flat is not lived in for more than 30 days in a row, you are no longer insured against malicious damage caused by theft or attempted theft or by water leaks from fixed pipes or appliances.
- We will send you the bills for ground rent, insurance, service charges and maintenance as you are still the leaseholder and are therefore responsible for these charges.

### **What are my responsibilities as a Landlord?**

- The assured shorthold tenancy agreement between you and your tenant must keep to the latest laws and be correctly signed in two parts (the agreement and the counterpart).
- You should take out appropriate landlord insurance.
- If your property has gas appliances, by law as a landlord you must ensure a safety inspection is carried out and all gas appliances in the property are safe. You must receive a landlords gas safety certificate annually to confirm this.
- By Law, landlords must make sure their tenants' deposits are protected and for landlords to have in place a procedure for dealing with any disputes that arise.
- By Law, properties that are rented out must have a current energy performance certificate (EPC). You should show the certificate to anyone who is considering renting the property.
- Before you rent out your property, make sure that the electrics are safe. Although this is not a legal requirement, as a landlord you have a duty to make sure your property is safe for your tenants. Also, your insurance may not be valid if it can be proved that the property was not safe when the tenant moved in.



CENTENARY  
HOUSE

# Section 10

## Living in your home

### Who insures my possessions?

Our buildings insurance policy does not cover your possessions, furniture and carpets. We strongly advise you arrange your own contents insurance.

You should insure the full value of replacing your possessions if they are damaged or destroyed by fire, flood or accident or if they are stolen.

### How do I make a claim under the Buildings Insurance?

We send you a summary of the buildings insurance policy cover every year. You can also request a copy of the policy wording from the leasehold department.

If something happens and you want to claim on the buildings insurance you must contact the insurance provider on the number quoted in your policy summary.

### Can I keep pets?

The keeping of pets is stated in your lease.

### Who is responsible for cleaning shared areas?

There are many shared areas such as landings and corridors, stairs, bin stores and entrance areas. These are cleaned by a contractor who has been appointed by NPH, at the time of writing our contractor is Just Ask.

We inspect the shared areas regularly to ensure the contractors are cleaning to the agreed standard.

### To help reduce condensation in your home, please do the following:

- If you have vents on your windows, keep them open;
- Do not block permanent ventilators, such as air bricks;
- Dry your clothes outside using the communal lines if possible;
- If you have a tumble drier, make sure that the extract hose is vented outside;
- Do not hang washing over radiators to dry. If you must do this, make sure there is a window open;
- Use your extractor fan if you have one; and
- After having a bath or shower, keep the bathroom door closed and the window open so that the steam can escape outside, without getting into other rooms.

If your home suffers from condensation it may also suffer from mould growth. Mould growth is caused by damp or condensation. You should not ignore mould. You should:

- Work out what is causing it;
- Take action to clear it;
- Change the way you dry your washing and limit the building of steam in the kitchen and bathroom; and
- Ventilate your home by installing extractor fans in the kitchen and bathroom.

You can get rid of mould by washing down the affected surfaces with a fungicidal wash, please remember to follow the instructions carefully. Applying a special paint may also help prevent the mould from coming back.



# Section 11

## Making a complaint

We would like to hear from you if you are not happy with the service we provide. We can put things right for you and we will use your feedback to improve future services for leaseholders.

If you have a complaint about service charges, please email leasehold services and we will try to resolve the problem.

If you still do not feel your complaint has been dealt with you can make a formal complaint.

If you are not satisfied with the outcome of the formal complaint to us, you can apply to the tribunal to decide whether your service charges are reasonable and whether you have to pay them. We recommend you get independent advice before you make an application to the First-tier Tribunal.

### What is the First-tier Tribunal?

The First-tier Tribunal (Property Chamber) replaced the Leasehold Valuation Tribunal from the 1st July 2013. It is an independent and unbiased tribunal that can sort out problems or disagreements about how reasonable a service charge is.

Sometimes, the tribunal will hold a review of the case before the trial and even if it doesn't hold a review, it can tell both sides to present evidence and statements by a certain date. If either side does not follow the tribunals instructions this can harm their case. If you have made an application and don't follow the tribunal's instructions, your applications could be dismissed.

The First-tier Tribunal is less formal and quicker than court proceedings. The tribunal asks both sides to put forward their case and present evidence to support it. You do not have to be represented by a solicitor or barrister, but you may find that you need professional advice or support.

### What can a First-tier Tribunal help with?

Most disputes between leaseholders and freeholders can be taken to the First-tier Tribunal. This might include disagreements about:

- Insuring the building;
- How much you have to pay in service charges;
- The quality of the service charges you receive; or
- How much you have to pay to extend your lease.

Tribunals can decide what a reasonable amount is to pay for the services or repairs we provide. This won't necessarily be the price you were hoping for, but can be less than we have asked for.

# Section 12 -

## Buying the freehold of the block

The Leasehold Reform, Housing and Urban Development Act 1993 (as amended) provides the right for leaseholders, through collective enfranchisement, to purchase the freehold of the block they live in from the Landlord.

If the block contains flats let directly to public sector tenants, the landlord must take the lease back of these flats. This means that the landlord leases the remaining units from the new freeholders.

The process of enfranchisement can be very complicated and if you are considering applying for enfranchisement it is recommended that you seek legal advice from an independent professional beforehand.

An important point to remember is that following the enfranchisement process NBC would no longer be responsible for any aspect of the management of the purchased block. As such, the purchaser would be responsible for the management, maintenance and insurance costs for the block.





# Section 13

## Table of leasehold services fees

Below is a list of fees for services.

	Recharge costs
<b>Retrospective licence</b> When permission was not sought by leaseholder and works have already been completed (includes visit).	£150.00
<b>Licence of alteration</b> Standard licence of alteration, for changes in running of pipes (water & gas) when installing kitchens, bathrooms and boilers, including any electrical installations (includes visit).	£100.00
<b>Consent for front door</b> If the leaseholder would like to replace the front door themselves, when the responsibility is of the landlord (includes post inspection).	£100.00
<b>Consent for windows</b> If the leaseholder would like to replace the windows themselves, when the responsibility is of the landlord (includes post inspection).	£100.00
<b>Arrears fee</b> If the arrears balance exceeds £350, the arrears recovery process is instigated and a fee is applied.	£70.00
<b>Forfeiture fee</b> If the recovery process escalates past a county court judgment and arrears have not been discharged, a forfeiture notice is served and the fee is applied.	£250.00
<b>Solicitor enquiries pack</b> When selling your leasehold property, this is the information solicitors require.	£90.00
<b>Solicitor additional enquiries</b> Any additional solicitor enquiries.	£30.00
<b>Notice of transfer</b> Transfer notice, served by the buyer's solicitors to notify us officially that the lease has been assigned.	£30.00
<b>Duplicate leases</b> If you require a duplicate copy of the lease.	£30.00

# Section 14

## Useful contacts

### Services

#### Northampton Partnership Homes

	Email / Online	Telephone
Leasehold Services and Right to Buy Team Leader	leasehold@nph.org.uk righttobuy@northampton.gov.uk	01604 838511
Leasehold Services Officer		01604 838891
To report a Repair	www.nph.org.uk/report-repair	0300 330 7003 (24Hrs a day)
Cleaning and Grounds Maintenance	eservices@nph.org.uk	0300 330 7003
Flytipping	eservices@nph.org.uk	0300 330 7003
Website	www.nph.org.uk	

### Contact Details for Northampton Borough Council Services

**Website** – [www.northampton.gov.uk](http://www.northampton.gov.uk)

**Address** - The One Stop Shop, Guildhall, St Giles Square, Northampton, NN1 1DE

**Benefits, Council Tax, Housing Options, Money Advice Services** – 0300 330 7000



# Services

## Other useful contacts

	Email / Online / Address	Telephone
Citizens Advice	Town Centre House, 7-8 Mercers Row, Northampton, NN1 2QL	01604 235080
Community Law Services	49-53 Hazelwood Road, Northampton, NN1 1LG	01604 621038
Northampton's Women's Aid	13 Hazelwood Road, Northampton, NN1 1LG	0845 123 2311
National Debt Line	National Debtline Tricorn House, 51-53 Hagley Road, Edgbaston, Birmingham, B16 8TP	0808 808 4000
First-tier Tribunal	CAMBRIDGE – EASTERN REGION Residential Property, Cambridge County Court, 197 East Road, Cambridge, CB1 1BA  rpeastern@justice.gov.uk	01223 841524 FAX: 01264 785 129
Housing Ombudsman Service	Exchange Tower, London, E14 9GE info@housing-ombudsman.org.uk www.housing-ombudsman.org.uk	0300 111 3000

## Notes

[illegible]



## Need to get in touch?

We're always here to help.

Email us on  
**leasehold@nph.org.uk**

Call us free on  
**0300 330 7003**

