

# Residential Leaseholder's Handbook

## **Welcome to Aspire Housing's Leaseholder Handbook.**

This handbook has been designed to simplify life in your home as a leaseholder of Aspire Housing.

It identifies your rights and responsibilities and those of Aspire Housing (sometimes referred to as "the Company") under your lease. It does not replace your lease, which you should also read carefully.

As well as detailing rights and responsibilities, the Handbook is packed full of useful information and advice, and outlines many of the services we provide. If you have any comments about the content or layout of this Handbook, or if there is any information you would like to see included in future editions, our Marketing Department (01782 635200) would be delighted to hear from you.

From time to time policies and procedures of the Company may change. Where these changes affect you, we will notify you either through letter or in our customer newsletter News and Views.

The loose-leaf format of this handbook will also allow us to send you new chapters, or pages as information changes in the future.

Please keep the handbook in a safe place.

We are committed to providing you, our customers, with a high quality service. May we take this opportunity to wish you a peaceful and enjoyable life in your home.

Best wishes



Sinead Butters  
Chief Executive

This handbook is available in other languages or alternative formats on request. Please contact Customer Services on 01782 635200 if you require this service.

# CONTENTS

|   |              |
|---|--------------|
| <b>Chapter 1</b><br><b>About Aspire Housing</b>                             | <b>Pg 3</b>  |
| <b>Chapter 2</b><br><b>Your rights and responsibilities</b>                 | <b>Pg 11</b> |
| <b>Chapter 3</b><br><b>Buying, selling, subletting and losing your flat</b> | <b>Pg 17</b> |
| <b>Chapter 4</b><br><b>Service charges and ground rent</b>                  | <b>Pg 23</b> |
| <b>Chapter 5</b><br><b>Repairs and maintenance</b>                          | <b>Pg 29</b> |
| <b>Chapter 6</b><br><b>Other services we offer</b>                          | <b>Pg 35</b> |
| <b>Chapter 7</b><br><b>How to make a complaint</b>                          | <b>Pg 39</b> |
| <b>Chapter 8</b><br><b>Home safety tips</b>                                 | <b>Pg 43</b> |
| <b>Chapter 9</b><br><b>Glossary and Useful Contacts</b>                     | <b>Pg 49</b> |
| <b>Chapter 10</b><br><b>Service Standards</b>                               |              |

# Chapter 1

## ABOUT ASPIRE HOUSING

### Background

Aspire Housing was originally formed as Newcastle-under-Lyme Housing in 2000, with the transfer of homes from Newcastle-under-Lyme Borough Council. We established the Aspire name for the organisation in 2002.

We own and manage (at the time of printing) 243 leasehold flats sold under the Right to Buy or Right to Acquire.

In addition we own almost 8,500 affordable homes for rent in the Borough of Newcastle-under-Lyme and beyond, as well as owning and managing:

- 1400 lock up garages;
- 119 shops/commercial units;
- 42 build-your-own-garage sites.

We have an active development programme with a pipeline of new developments and ambitious plans to extend the range of housing that we offer. Further, we have acquired properties in Crewe and Alsager in addition to securing a development and regeneration programme within Stoke-on-Trent.

We are a regeneration partner with the North Staffordshire Regeneration Partnership, and through the housing market renewal programme have a number of active regeneration schemes ongoing in particular within the Area of Major Intervention within the Knutton and Cross Heath neighbourhoods of Newcastle-under-Lyme.

### What is a registered social landlord?

Registered social landlords are independent housing organisations registered with the Housing Corporation, which provides the regulatory framework in which we operate.

Our primary purpose is to provide quality, affordable homes to rent and we are a 'not for profit company'.

We have a Management Board made up of Aspire customers, independent members, Local Authority Elected Members and our Chief Executive who direct and oversee the delivery of our Corporate Strategy and commitments.

## Aspire Housing's Vision and Values

In 2007, our Executive Team and Board established a new corporate strategy, which provides a clear framework through which the Company's priorities will be delivered. This strategy is built upon a clear vision, aims and corporate values.

### Our Vision

'Excellent services, supporting sustainable communities, valued by all'

### Our Aims

- Delivering excellent services
- Growing the business
- Enhancing our reputation

All three of these aims have clearly articulated targets associated with their delivery.

### Our Values

**Appreciating** our customers – We value our customers, because our success depends on listening to them and involving them in shaping our services.

**Skilled Staff** – Our employees and members are Aspire people and we recognise that committed, motivated and highly skilled people are essential to our success.

**Partnerships** – We will enhance our services by working with partners.

**Integrity** – We will manage our business in an honest, open and accountable way.

**Respect** – We will treat everyone with respect and fairness and we will value and celebrate diversity

**Excellence** – We strive for excellence and provide value for money in everything we do.

We are committed to diversity in both our service delivery and employment practices, hence we do not discriminate against any person or organisation on the grounds of race, ethnic origin, disability, gender, sexuality, age, class, appearance, religion, responsibility for dependents, unrelated criminal activities, being HIV positive or with AIDS, or any other matter which causes a person to be treated with injustice.

## **Customer Service**

Aspire Housing is committed to providing high standards of customer service that are accessible, helpful and fair and meet the needs of our customers and partners.

Our customer services team based at The Brampton, Kingsley is responsible for answering and handling your telephone calls promptly and politely. They also provide reception services, greeting all customers courteously in line with our customer services standards. If they are unable to handle your enquiry directly, they will transfer you to the appropriate person and will advise you to whom you will be transferred.

All of the team work to the customer service standards that have been agreed with our customers, which are outlined later in this handbook. We monitor these standards by a variety of means to make sure we consistently meet these standards.

## **Contact Details**

The registered address of Aspire Housing is:  
Aspire Housing, Kingsley, The Brampton, Newcastle-under-Lyme, Staffordshire, ST50QW.

Unless you are told otherwise all correspondence and legal notices to Aspire Housing should be sent to this address.

|           |               |  |
|-----------|---------------|--|
| Telephone | 01782 635200  | (Main Switchboard)                                       |
| Repairs   | 0800 169 7744 | (Monday to Friday 9am - 5pm,<br>Wednesday 8.30am to 6pm) |
| Care CALL | 0800 085 7543 |  |
| Fax       | 01782 715498  |  |
| Minicom   | 01782 854994  |  |

[www.aspirehousing.co.uk](http://www.aspirehousing.co.uk)

## Office opening hours

Our offices are open      Monday to Friday      9am - 5pm  
   Wednesday              8.30 am to 6pm

### **Always make sure you ask for identification from callers to your home.**

All staff carry identification cards which will be shown to you when they call. If you are in any doubt please call us on 01782 635200.

## Getting Involved

### **Involving and communicating with our customers**

We aim to actively involve you in how we manage your home and your surrounding environment. We also want to provide a service that takes full account of your views and needs.

### **Our commitment to involving our customers**

Our customers are key to our success. We want to continually improve our services to support our vision of transforming the communities in which we work. Customer views and feedback will help us to achieve this vision and shape future decision making.

Some customers will want to have greater input than others, so we aim to make sure that there are many opportunities for getting involved. These range from filling in a simple questionnaire to joining the Customer Panel or our Leaseholder Consultative Group.

The **Leaseholder Consultative Group** is made up entirely of residential leaseholders and its purpose is to ensure that this important customer group has an opportunity to influence and monitor the delivery of our services to leaseholders. The group meets every two months and new members are always welcome.

We aim to fully encourage and support our customers to become involved in what we do. We can provide financial support to help you, for example by providing appropriate training, paying your travel expenses to meetings with us and supporting local community initiatives.

The whole structure relies on customers giving up some of their time to share their skills, experience and views in considering a wide range of housing issues. This time is greatly appreciated and will influence and improve how we deliver services in the future.

If you are interested, please phone our Resident Involvement team on 01782 635200.

## Residents Associations

Residents' associations, involving both tenants and leaseholders, have an important part to play in customer involvement and consultation. We are always interested in what you have to say and encourage residents' associations to be set up. We believe this approach helps build stronger communities and can lead to improved service through genuine partnerships between us and our customers.

Each recognised residents' association receives a start up grant as well as an ongoing yearly grant. We can also help with publicity and administration and have a budget for training. For more information contact our Resident Involvement Team on 01782 635200.

## Consultation

If we plan to change how we manage, maintain or improve our properties, or the services connected with them, we will consult you about the proposals before they happen. If plans relate to a specific area we will only consult the customers who live there. We may consult customers individually or in groups. We may also consult you in any of the following ways:

- through leaseholder representation on the Customer Panel, Grounds Maintenance Committee or Value for Money Group;
- by letter or specially-produced leaflet setting out the proposals to all those affected;
- by a personal visit;
- by public meetings; or
- by an invitation to look at a similar project.

Your local residents' association or the Leaseholder Consultative Group may also hold meetings to discuss a particular issue.

When we ask you for your views, you will have the chance to comment within a set time. When the deadline for comments has passed, we will look at views and comments and will revise our proposal where appropriate.

If we have consulted you, we will tell you about the final decision by writing to you or through our customer newsletter News n' Views. If you want more information on customer involvement please contact our Resident Involvement Team 01782 635200.

## Communication

We are also committed to keeping you informed of our services through various publications and information, including this handbook. We produce a regular newsletter ('News n' Views') for customers. This is posted out four times per year and includes information about the services we provide and events that we and our customers are involved in. Please contact our Marketing Team on 01782 635200 if you have any ideas about what should be included in the newsletter, or want to contribute to it.

Some residents' associations produce their own newsletter. We can offer help with the design and printing. Please call us for more information.

Communications sent to our customers are edited by our 'Word for Word' group. This is a panel of customers who have agreed to meet regularly to check the content of communications for effectiveness and clarity.

If you are interested in joining the 'Word for Word' panel we would be delighted to hear from you. Contact our Marketing Team on 01782 635200.

**word for word**  
APPROVED BY ASPIRE HOUSING CUSTOMERS

## Website

Our website contains lots of useful information about our services. The address is [www.aspirehousing.co.uk](http://www.aspirehousing.co.uk).

We want to continue to improve the website and would welcome your comments and feedback. If you have any comments to make, you can fill in the feedback form online or contact the Marketing Team on 01782 635200.

## Sponsorship

Each year, we set aside an amount of money which we use to sponsor events and projects within our communities. Any organisation, group or individual can apply to us for help towards an event, project or specific item. We have a policy and procedure that we follow when we receive applications, to help us make sure that there is equal and fair access for everybody. We will consider supporting events or projects which:

- relate to our main aims;

- are linked to an agreed joint initiative or partnership-working arrangement;
- benefit the community where we are involved;
- have a mainly local focus; or
- will provide an opportunity for our name to be promoted.

If you would like more information about our sponsorship programme, please contact the Marketing Team on 01782 635200 or visit our website at [www.aspirehousing.co.uk](http://www.aspirehousing.co.uk)

## Chapter 2

# YOUR RIGHTS AND RESPONSIBILITIES

### What is a leaseholder?

Leasehold flats can be in purpose-built blocks, in converted houses or above commercial premises such as shops.

Leasehold ownership of a flat could be described as a “long tenancy”. The leaseholder has the right to occupation and use of the flat for a long period – this is the “term” of the lease. All our residential leases currently range from a length of around 100 to 125 years. To calculate the total length of your lease, you need to look at when your lease commenced.

The ownership of the flat relates to everything within the four main walls of the flat, including any floorboards and plaster to walls and ceilings, but does not include the external or structural walls. Your lease will indicate what you are responsible for and what we as a landlord are responsible for. The structure and any shared parts of the block and the land on which it stands are owned by us, and we are therefore responsible for repair and maintenance of the block.

### About your lease

The lease is a private written contract between you, the leaseholder and us, your landlord. It sets out the rights and duties of both the leaseholder and the landlord. Even if you bought your leasehold flat from ‘Newcastle-under-Lyme Housing’ or ‘Newcastle-under-Lyme Borough Council’ that contract will have been “transferred” to us as your current landlord, and we will both be legally bound by it.

The lease gives you and anyone you sell or leave the lease to, the right of possession of the flat for the duration of the lease.

If you cannot easily locate your lease, or have specific questions relating to the contents of your lease, you can contact our Legal Section on 01782 635200. There will be a small charge for providing a replacement copy of your lease.

## **The law**

There are many Acts of Parliament and related regulations that protect and underpin your rights as a leaseholder, as well as “common law” where no Acts are in place. These cover numerous aspects including the definition of Service Charges and leaseholders’ rights to be consulted about their landlord’s proposed spending on things for which they have to pay Service Charges.

However, your lease is the defining document that sets out your detailed rights (and responsibilities). Only when the law covers something that your lease doesn’t mention, or your lease contradicts the law, will the law override the lease.

There is an extensive amount of legislation in place that deals with Leasehold issues. These are outlined in a very helpful Government publication which can be found at [www.communities.gov.uk/publications/housing/booklet](http://www.communities.gov.uk/publications/housing/booklet).

## **A summary of your rights**

### **Making improvements and other alterations**

You have the right, without needing to first get permission from us, to make non-structural alterations to the interior of your leasehold flat (e.g. those that do not involve the removal of structural walls or cause damage to the exterior or shared parts of the building). For structural alterations, you will need to ask us for permission, though this would not be unreasonably withheld.

### **Repairing, maintaining and managing the block**

You have the right to ask us to keep the structure, exterior and common areas of the block in a good state of repair and decoration (though you pay Service Charges towards our costs of doing so). You also have the right to expect us to deal effectively with problems in or around the block such as neighbour nuisance, anti-social behaviour, dirt and litter etc.

### **‘Quiet Enjoyment’**

You have the right to live peacefully in your leasehold flat without interference from neighbours or us (as long as you keep to the terms and conditions of your lease). As your landlord, we will try to deal with people in or around the flat block that cause a nuisance to you.

## **Selling your flat**

You have the right to assign (sell) your lease to anyone you want to. You can also leave it to someone in your will or give it as a gift. We would ask though that if you do sell it, we are told the new leaseholder's name and contact details if known. This will ensure that our records are kept up to date and that we bill the right person for Service Charges and Ground Rent. This is covered in more detail in section 3 of this handbook.

## **Sub-tenants and lodgers**

You have the right to sublet (rent out) part or all of your flat to anyone you wish, or to take in lodgers.

## **A summary of your responsibilities**

### **The responsibilities of ownership**

As a leaseholder you have a responsibility to pay your share of the costs of our management and maintenance of the block as your landlord. Your lease will require you to pay Service Charges as your contribution towards such spending.

### **Living with your neighbours**

If you live in your leasehold flat you will have tenants or other leaseholders living in flats above, below or across from you, and may have to share "communal" areas such as stairways and landings. Just as you have, your neighbours also have the right to "quiet enjoyment", that is, the right to live peacefully in their home without interference from you, others or from us. Customers, including leaseholders, that cause serious harassment to their neighbours will be dealt with by us. In the worst cases, this could lead to forfeiture of your lease and loss of your home. In these circumstances you could still be liable to repay any mortgage debt outstanding on the purchase of your home.

### **Service Charges and Ground Rent**

You must pay, in accordance with your lease and when requested by us, your share of our costs of managing and maintaining the block in which your leasehold flat is located. If you do not pay the amounts billed without good reason, you are in breach of your lease agreement and we could apply, in some circumstances, to have your lease forfeited (i.e. taken back). In those circumstances, you could lose your home.

You are also required to pay, under the terms of your lease and when requested by us, a fixed annual ground rent of £10 a year.

### **Alterations and improvements to your leasehold flat**

You must not do anything that is likely to damage the structure of the building your flat is situated in, or cause damage to shared services, such as plumbing, electricity and gas. As the owner of the building, we have responsibility for its repair and maintenance.

Your lease will set out the alterations you are entitled to make, and whether you need written permission from us to carry them out. We cannot be specific here as lease terms and conditions have changed slightly over the years (often to take into account changes in the law) and we have different leaseholders holding different leases. However, where such consent is needed, we will never withhold it unreasonably.

Generally, your lease will probably require you to keep the inside of the flat in “good and tenantable repair and decorative condition”.

### **Our rights as your landlord**

#### **Management and maintenance**

As the owner and manager of the block your flat is in, we have the right to make decisions about:

- the management of the block, and the estate around it
- repair and maintenance of the structure and shared parts (if any) of the block
- improvements to and around the block

#### **Service Charges and Ground Rent**

We have the right to make charges as your contribution towards our costs of management and insurance of the block, as well as services and works that we pay for and that you benefit from. Exactly what we can charge for is set out in your lease.

We also have the right to charge you a fixed Ground Rent of £10 a year.

## **Right of entry to your flat**

We have the right, in rare circumstances, to enter your flat to carry out work that is necessary to maintain the structural soundness of the block or to prevent danger to other occupiers. The circumstances in which we can do this should be detailed in your lease.

## **Our responsibilities as your landlord**

### **Repairs, maintenance, management and insurance**

We have a legal responsibility to:

- keep the structure and common areas (if any) of the block in a good state of repair.
- provide an effective housing management service to you.
- as the owner of the block to insure the structure of the building (note this does not include insurance of your contents, which is your responsibility).
- consult you where we are proposing to enter into most types of long-term agreement for the provision of goods or services, or where we intend to carry out works, to or around the block, and when your estimated Service Charge contribution is over an amount stated in the relevant legislation.

## **Getting you to pay your share**

We have a responsibility to collect from all our leaseholders their share of the costs of managing, maintaining and (where the lease allows) insuring the blocks their flats are in. If we did not do this, leaseholders would effectively be unfairly subsidised by our other tenants.

## Chapter 3

# BUYING, SELLING, SUBLETTING AND LOSING YOUR FLAT

### Buying a leasehold flat

There are two ways that a flat in a block owned by us can be bought:

- if you are one of our weekly tenants who has the Right to Buy or Right to Acquire (see glossary), by buying your home under one of those Government schemes; or
- by buying the lease from a current leaseholder.

In both cases, we strongly recommend that you get a solicitor or licensed conveyancer to act for you, to protect your interests. If you are planning to buy a lease from an existing leaseholder, bear in mind that you may be responsible for any Service Charge or Ground Rent debts that the outgoing leaseholder may have.

If you buy an existing lease, we would expect to be told of the change in ownership by one of the solicitors/conveyancers involved, or by the outgoing leaseholder. But to make doubly sure, we would also ask you to provide us with details of the change.

### Selling your lease, or leaving it in your will

You have the right to assign (sell) your lease at any time, without first getting permission from us, though your lease may require you to tell us if you do this (typically within one month following the assignment). You may also give it to anyone as a gift or leave it to someone in your will. Your solicitor or licensed conveyancer should check details of all Ground Rent, Service Charges and insurance policies, so that these can be taken into account when the transfer of the lease is completed. Your lease may require you to pay a stated fee to us to register a transfer of ownership of the lease. Similarly, a small charge may be payable if you change mortgage lenders or have an additional loan secured against the property.

If you assign your lease or leave it to someone, you must make sure it is all done legally to protect your interests and the interests of the person you are selling or leaving it to. Bear in mind that unless the transfer goes through properly and legally, you will remain liable for any charges on the flat.

If, on your death, you have not left your lease to anyone in a will, your executors or administrators will have to decide what to do with your lease, as part of the “estate” you leave. Any Service Charges or Ground Rent owing may be charged to your estate. If there is anyone to whom you want to leave your flat lease, such as your partner or children, you should seriously consider making a will and including this provision in it.

If you applied to buy your flat from us under the Right to Buy or Right to Acquire before 18 January 2005, and assign (sell) your lease within 3 years of buying it, the law says that you will have to repay to us a proportion of the discount you were given. The discount repayment is 100% in the first year, two thirds in the second year and a third in the third year. After three years, none of the discount you were given is repayable. If you applied for the Right to Buy from 18 January 2005 onwards and sell within 5 years of purchase, the following repayments apply. Within the first year, the whole discount is repayable, four fifths within the second year, three fifths in the third year, two fifths in the fourth year and one fifth in the fifth year. After five years you can sell without any repaying any discount. In addition, the amount of discount to be repaid if you sell within 5 years of purchase will be a percentage of the resale value of the property, disregarding the value of any improvements.

## **Subletting your flat**

Depending on the terms of your lease, you may sublet part or all of your flat to someone else. This means for example, letting a bedroom out or even the whole of your flat and creating a tenancy between them and you. You will effectively be their landlord, just as we are (and in these circumstances would remain) your landlord. Subletting involves you giving over sole and exclusive occupation of part or all of your flat to someone else.

Your lease will set out whether you need to ask us permission to sublet. If it does not mention this, you will not need to get our consent. We would ask (and require where the lease states) you to tell us the names of any people you sublet to, and tell us your new address where you have sublet your entire flat.

If your flat is mortgaged, your lender may require you to get its permission before subletting. If it does, and you sublet without first getting its consent, the lender could start proceedings for repossession of your flat for breach of their mortgage terms and conditions.

If you do sublet (whether that be a room, or more typically the whole of your flat), it is strongly recommended that you seek legal advice. To protect your interests, you should ensure that there is a written tenancy agreement between you and your tenant that clearly sets out the length of the tenancy, the rent payable (if any), and the other terms and conditions of tenancy that you have agreed.

Bear in mind that even if you do sublet the whole of your flat, it is still your responsibility to pay Service Charges and Ground Rent to us, and, as our leaseholder, you will continue to have the same responsibilities as before. Your tenant will be our sub-tenant.

You would be responsible for dealing with and sorting out any problems connected with the tenancy you had created. For example, if your tenant was guilty of nuisance or other anti-social behaviour affecting occupiers of the block, though we would investigate any complaints from third parties, we would mainly look to you to sort the problem out (e.g. by you taking appropriate action against your tenant).

If you failed to do this, we could take action against you, including possible forfeiture of your lease. You would be responsible and held liable by us for the behaviour of your tenant.

## **Losing your home by forfeiture or repossession**

You should be aware that there are some circumstances where we, or anyone you have a secured loan with, could apply to the court for possession of your home.

### **Forfeiture**

Forfeiture is where we apply to the court to end your lease because you have broken its terms or conditions (we cannot end your lease without a court order). This could happen, for example, because you do not pay your Ground Rent or Service Charges or where you (or any sub-tenant of yours) have caused nuisance or harassment to your neighbours. **We would only use forfeiture as a very last resort, i.e. for serious and/or continued non-compliance with the terms of your lease.**

In terms of non-payment of Ground Rent (and Service Charges if the lease allows), we could only exercise our right of forfeiture where either you agreed the debt, or a court or independent tribunal had determined it. And we would still have to apply for a court order for

forfeiture, which would only be granted if the court thought it reasonable to do so in the circumstances. As part of any court proceedings, you could normally stop forfeiture by clearing the debt.

Though your lease should determine the circumstances in which we can apply for forfeiture, the law provides certain important protections to you. In particular, the Commonhold and Leasehold Reform Act 2002 prevents action for forfeiture where only modest amounts of Service Charges or Ground Rent are owed by leaseholders, unless they have been outstanding for a long time.

### **Buying the freehold of your flat block**

When certain conditions are met, leaseholders have a legal right to collectively buy the freehold of the block their flats are situated in. This is called the "right of collective enfranchisement". This right can only be exercised in any block containing two or more flats where at least two-thirds of the flats in the block are leasehold. So, in a block of 6 flats, at least 4 would have to be leasehold, or 3 in a block of 4, and 6 in a block of 9.

In addition to this requirement, leaseholders wanting to buy the freehold of the block must comprise at least half of the total number of flats in it.

Here are some of the things you should consider;

- You would own your flat in "commonhold" with your neighbours and you would need to form a management committee for your block
- As we would no longer be your landlord, the management committee would be responsible for managing and maintaining the block, and all the associated costs
- You would no longer be able to call on our housing management services if you had problems with your neighbours in the block
- Providing that you get on well with your neighbours, you would have more say in the way your block is managed and the money that is spent on it.
- While the block still contained at least one of our tenants, we would have a right of representation on the management committee. You would charge us for our share of the management and maintenance costs of the block (similar to how we charge you now).

If you want to know more about this right, please contact us.

## **Buying an extension to your lease**

All other things being equal, the value of your lease will start to decrease over time, as the number of years remaining on it reduces. This will only really be an issue though where leases have less than around 30-40 years to run.

You have the legal right to enhance your ownership of your flat by applying to buy an extension to your lease of an additional 90 years.

Most leaseholders will qualify for this right if they have owned their flat for at least two years. The price you would have to pay to have an extension will depend on several things, and the law sets out the method of calculation and the things to be taken into account.

As with collective enfranchisement, if you want to know more about this right, please contact our Legal Team on 01782 635200.

## **Applying to manage your flat block**

Leaseholders have a legal right to require the transfer of their landlord's management of their block to a special company set up by them – a Right to Manage company. The landlord's permission as landlord is not required, nor do leaseholders have to prove mismanagement by the landlord.

As with buying the freehold of the block, to qualify for the Right to Manage a block, it must contain at least two flats and at least two-thirds of them must be leasehold. Additionally, leaseholders that wish to pursue this option must number at least half the total number of leaseholders in the block. So, for example, if there were six flats in a block, at least four of them would have to be leasehold, and at least two of those leaseholders would have to want to form the new Right to Manage company.

To exercise this right, leaseholders in a qualifying block would need to form a "Right to Manage" company, limited by guarantee, and would have to comply with company law in respect of filing returns, liability of directors and other matters.

Obviously, taking on management responsibilities for a flat block is a potentially large and complex undertaking, and should not be taken on lightly. However, if you want further information on this right, please contact us.

## Chapter 4

# SERVICE CHARGES AND GROUND RENT

### What are Service Charges?

Service Charges are charges that we require you to pay as your contribution towards our costs of providing services to and around your flat block. We require you to make a contribution because, along with all the other tenants in the block, you benefit from the services that we provide to or around it.

### What kind of things do you pay Service Charges for?

The law states what we may make Service Charges for:

- services;
- repairs;
- maintenance;
- improvements;
- insurance of the block;
- the landlord's costs of management;

However, it is your lease that determines exactly what we can charge you for. The general principle is that we can only charge you for a particular service if it is permitted by the lease.

Since not all our leases are the same, you will need to refer to your own lease to find out exactly what we can make Service Charges for. However, in every lease, there will certainly be a requirement for the leaseholder to pay a Service Charge for repairs and maintenance.

### Why you have to pay them

As the landlord of the block you live in, we are responsible for and provide various services, which benefit both rented customers and leaseholders. It is therefore only reasonable that you pay your fair share of the costs we incur in providing these services.

Because your lease states that you must pay Service Charges, then you are contractually bound to do so. If you do not pay them, when asked by us, you will be in breach of its terms. This could, in serious and prolonged cases, result in you forfeiting your lease.

## Consulting you on our proposed spending related to your Service Charges

As a general principle, we strive to involve all our customers in the management of their homes and their neighbourhood. We will therefore always aim to consult you when we are proposing to provide a new or changed service, or are planning major expenditure that will affect you.

In addition, the law sets out specific instances when we are legally required to consult you and all other affected leaseholders. Such consultation must be carried out when:

- we are proposing to enter into a contract of more than twelve months which includes something for which you are required to pay a Service Charge (there are a few exceptions, the main one being contracts of employment)

or

- are proposing to carry out works of repair, maintenance or improvement for which you are required to pay a Service Charge.

and

- When your or any other affected long-leaseholder's required Service Charge contribution would be more than £100 per year (1st April to 31st March) for proposed contracts, or £250 for proposed works (these amounts are set by legislation and may change in the future).
- However, Aspire intends to let (July 2008) a long term contract for maintenance services through a public notice through the Official Journal of the EU to ensure best value for its customers. A number of Leaseholder customers participate in the procurement process and all leaseholders will be consulted in line with the respective legislation. Should this contract be let, leaseholders would no longer have the opportunity to suggest an alternative contactor for maintenance works.

The only exception to these legal consultation requirements is where we have sought and obtained a dispensation from a Leasehold Valuation Tribunal. Typically, we might apply for this where works are urgent and there isn't time to consult you, or at least consult you properly in line with the law.

Unless we obtain such a dispensation, we must consult all our leaseholders affected by the proposal, even if only one of them is required to pay more than the threshold amounts outlined above.

If we do not carry out consultation, or do so but not fully and properly in compliance with the law, the amount we can require you to pay will be limited to £100 per year for proposed long-term contracts or £250 for proposed works (both these amounts may be changed by Government regulation in the future).

The legal consultation requirements are set out in new regulations introduced following the passing of the Commonhold and Leasehold Reform Act 2002. If you want to know more about them, the precise requirements, which are complex and tightly prescribed, are detailed in the Service Charges (Consultation Requirements) (England) Regulations 2003 (Statutory Instrument 2003, No.1987).

In view of the complexity of the legislation, the best way of finding out more about your right to be consulted is to contact our Legal Team on 01782 635200 in the first instance. However, if you feel you would like more independent advice, you could contact the Leasehold Advisory Service or visit their website [www.lease-advice.org](http://www.lease-advice.org). This service provides free advice on the law affecting residential leasehold property.

## How your yearly contribution is worked out

Your total yearly contribution to our spending on things for which you pay Service Charges will depend essentially on two things:

- how much we have spent on those services in and around your block during the accounting period

and

- what your lease says about how your share of that total spending on each Service Charge is calculated

For the majority of leases and unless yours specifically defines a different method, we apportion each leaseholder's charge by simply dividing the total cost of services provided to the benefit of the block during the accounting period by the number of flats in the block (this is considered the fairest way of apportioning charges).

Our usual accounting period for Service Charging is the twelve months from 1st April to 31st March. This should be stated in your lease, but if not, this is the period we will use for calculating your Service Charges.

## **The Service Charge bill(s) we send to you**

Your lease should state:

- how often you will be billed for and must pay Service Charges to us
- when you should pay them
- how they can be paid

Unless otherwise stated in your lease, we would ask you to pay Service Charges within 28 days of the date they are billed to you.

Following previous consultation with our Leasehold Customers, we have suspended the process of sending out estimates of services charges at the beginning of the financial year. Rather we have instigated a process of billing at the end of the financial year as set out below in respect of the actual amount due for the service charges accrued during the financial year. However we will keep this practice under review and will, if circumstances change, reinstate the practice of issuing estimated bills during the year followed by a final statement.

## **The annual invoice sent to you**

Every year, we will send to you an invoice and detailed breakdown of charges made.

In this annual invoice, we will give you as much detail as possible about what has been spent against each of the headings identified within the Service Charge section of your lease "head of charge". Your invoice will include:

- Where you request it, a detailed statement will be provided to you and all our leaseholders for each accounting period.
- It will be sent within six months of the end of the accounting period, i.e. by 30th September in our case.
- It will set out, for each heading, our total spending for the block your flat is in, and also, your calculated share of that total.
- If applicable, it will have to show both at the beginning of the accounting period (1st April) and the end (31st March) and separately for both you alone, and all leaseholders in your block together, the amount of credit or debit due to previous over or under payments.

- The statement will be certified by an independent qualified accountant.

We will provide with the statement a summary of leaseholders' rights and obligations in relation to Service Charges.

## **Ways of paying your Service Charge bill**

You may pay your Service Charge bill in any of the following ways:

- by cheque to 'Aspire Housing Limited';
- by bank transfer.
- by standing order

## **Asking us for information on your Service Charges**

You are entitled to ask us to provide you with a written summary of your Service Charges at any time, and we must give you the information following such a written request. The summary we provide will be based on our costs incurred during the last completed accounting period (1st April to 31st March) before you make the request.

Within six months of receiving our summary of spending, you can ask in writing to be given reasonable facilities to inspect, or make copies of, all the accounts, receipts and other documentation that support the summary provided to you. We are legally obliged to make such facilities available within 21 days of your request being received by us.

## **Limitations on Service Charges during the first 5 years of the lease**

During the first five years of the original lease we grant to the sitting tenant who buys the flat, the amount that we can ask the leaseholder to pay in Service Charges is limited.

As part of the process of buying the flat under the Right to Buy or Right to Acquire, we are legally required to tell the buyer what our estimated costs will be for anything that we can make a Service Charge for.

Once we have provided the buyer with our written estimates of those costs for the first five years of the lease, we can only charge the leaseholder for costs identified on the sale document and for repairs costs, we are restricted to only making inflationary increases. This applies, during that initial period, to both the original buyer and any subsequent leaseholder who buys the lease from them. Note though

that a new five year protection period does not start every time the lease is sold (assigned).

After the first five years of the lease has expired, both the original and any subsequent leaseholder will then have to pay their share of actual costs incurred, unless the lease says otherwise.

### **If you have difficulty paying Service Charges**

If you find that you cannot pay the Service Charge bill we send you straight away, and aren't able to pay it in instalments through standing order, please don't ignore the problem! Firstly, to maximise your income, you should contact our Community Welfare Officer on 01782 635200 to see whether you are entitled to any State Benefits. Leaseholders cannot claim Housing Benefit but you may be entitled to Council Tax Benefit, and in some cases Job Seekers' Allowance/ Income Support.

In addition, the law says that, provided certain conditions are met, some leaseholders have the right to request a loan from the Housing Corporation towards the cost of service charges for major repairs.

We will inform you when this is the case. However, please contact our finance team on 01782 635200 if you have any concerns.

## Chapter 5

# REPAIRS AND MAINTENANCE

This section sets out who is responsible for repairs and how to report a repair. It also covers the issue of improvements both to the interior of your flat and the block itself.

### **What repairs are we, as your landlord, responsible for?**

Precise responsibilities for repairs are set out in your lease.

However, as a general rule:

As the freeholder of the block, and your landlord, we are responsible for repairing and maintaining the structure, exterior and any common parts in and around the block your flat is in, such as halls, landings and stairs.

The things for which we have repairing/maintenance responsibilities include (this list is not exhaustive and again please refer to your lease for details):

### **Structure, exterior and common parts**

- Roofs (including timbers and insulation), drains, gutters and pipes
- floors, including joists (but not floorboards, where present)
- outside entrance doors (though NOT the front doors of individual flats)
- door frames (including those to the front doors of individual flats)
- window frames, lintels and sills (though NOT the glazing in them)
- balconies
- walls (outer surface only), including pointing
- cavity wall insulation (where applicable and present)
- pathways and steps
- chimneys and chimney stacks
- halls, landings and stairs
- bin storage areas and other outbuildings

## Installations, fixtures and fittings

- shared water pipes, water tanks, gas pipes and electrical wiring
- lighting and light fittings in shared areas
- door-entry systems
- decorations in shared areas
- communal TV aerials and Satellite Dishes

## How you report a repair to us

You should report any repairs for which we are responsible as soon as possible. The simplest way to do this is to telephone our repairs staff on FREEPHONE 0800 169 77 44. That line is open from Monday to Friday 9am to 5pm. Outside these hours, or at weekends/ office holidays, **but for emergencies only**, you should call 01782 799 666.

Alternatively, if you have access to the Internet, you can report a repair via our website, simply by clicking on the "report a repair" icon and following the easy instructions. Other methods include visiting our offices or writing to us.

When reporting a repair, it would be helpful if you would tell us the following:

- Your name, full address and contact telephone number
- As much detail as you can about the repair
- Whether you have reported the repair before
- if access inside your home is needed to carry out the repair, when you are normally at home

When you report a repair, you will normally be told what priority has been given to the job and who will be doing it (i.e. our own workforce or a contractor). For jobs that we think need inspecting before any work is ordered, you will be told when an inspection will be carried out.

Repairs will be given a priority rating depending on how urgent they are. Some examples as far as those reported by leaseholders are concerned follow :

| Category of Job | Target for Completion  | Examples of jobs in this category  |
|-----------------|------------------------|--|
| Emergency       | Within 24 hrs          | Flood; no electricity to the block (excluding power cuts); residents unable to enter block due to faulty door entry system |
| Urgent          | Within 5 working days  | No lighting on stairs/landing; leaking drains; broken windows in shared areas  |
| Routine         | Within 31 working days | Repairs to paths; carpentry; brickwork; leaking gutter or down-pipe  |

Remember that even though we are responsible for carrying out or arranging the kind of repairs mentioned above, depending on the wording of your lease, you may be required to pay a contribution towards their cost, since you (along with other occupiers of the block) benefit from them. We strive to offer a repairs service which is both effective and value for money. If the repair is not carried out properly, please let us know.

We provide a 24-hour emergency service 365 days a year. So if you spot a repairs emergency that is our responsibility, please contact us immediately on 01782 799 666, or outside office opening hours, 0800 169 77 44. If your emergency call out is found not to be a genuine emergency, you may be charged for this.

### **What repairs are you, as leaseholder, responsible for?**

Again, this will be set out in individual leases.

However, in general, you are responsible for repairs to the inside of your flat. The things for which you normally have repairing responsibilities include (this list is not exhaustive):

- window glazing (but check your lease, as in a few cases, this may be our responsibility)
- ceilings (though not joists or beams)

- all internal doors and frames, as well as your own front door (though not its frame)
- plaster and other finishes to walls in your home
- floorboards (if present)
- any water tanks/hot water cylinders serving just your flat
- all plumbing and electrics in your flat
- toilet pans, sinks, baths, wash hand basins and showers
- all other fixtures and fittings inside your flat
- your heating system (unless serving other flats as well, in which case we will repair it)
- all internal decoration
- boundary fences (if applicable and specified in your lease)

If you need to do a repair to something for which you are responsible, you should either do it yourself (if you are competent) or arrange to get someone to carry it out for you. You must make sure that no damage is done to shared services or the structure of the block. You would be liable for any damage caused to our property and would have to pay for us to put it right. If you are in any doubt about any work you intend to have carried out, please contact us first to discuss your proposal.

You should not carry out repairs on hallways, landings and stairs or other shared areas. You would not be covered by our insurance if you had an accident or caused damage. If you, your household, or your visitors cause damage to shared areas, you would have to pay us for the cost of repairs.

### **Our improvements to the block your flat is in**

From time to time, we may wish to make improvements to or around the block your flat is situated in. For example, we have recently finished installing new low-maintenance communal entrance door units and door entry systems in many blocks. We have also nearly completed a programme of installing communal TV aerials/ Satellite Dishes

We will always aim to consult you on our proposals for improvements and, in situations where consultation is a legal requirement, we will always fully and properly consult all affected leaseholders in compliance with those requirements.

## **Improvements and alterations you make to your flat**

As a leaseholder you have the right to improve your home. Generally, minor alterations and improvements can be done without our permission (unless exceptionally, your lease says otherwise), though you will need to ask for and get written consent from us to do anything of a structural nature. This is because, as landlord, we have an investment in the block and a responsibility to other tenants. If you are in any doubt whether a proposed alteration is “structural”, you should discuss your proposals with us first.

Examples of improvements that wouldn't normally need our permission include plastering, painting or papering of your walls and ceilings, replacing light fittings, fitting a new bathroom suite, or having a new kitchen installed. But if you are planning to install new windows, bear in mind that the window frames to your flat belong to us (and are our responsibility to repair). You must not therefore replace these, unless we have given you prior written permission.

If your planned alteration or improvement does need permission from us, we will not refuse consent unless we have good reason. Bear in mind too that you may need to seek and obtain building regulation approval and/or planning permission from the local Council.

We reserve the right to charge for services in reviewing proposed structural alterations but these will normally be given free of charge. However, if you did not get permission and any retrospective consent is required (for example when you are selling your lease), then a charge to you will be made to cover our costs.

## **Financial help you may be able to get for improvements**

In some circumstances, where leaseholders cannot afford to pay their bills, leaseholders have the right to request a loan from the Housing Corporation. These circumstances are set out in information issued by the Housing Corporation in Housing Corporation Circular 02/08, a copy of which can be provided if requested.

## Chapter 6

# OTHER SERVICES WE OFFER

This section sets out services that we make available to our residential leaseholder customers either free of charge or on a chargeable basis.

### Gas safety check

We offer a free annual gas safety check to all our residential leaseholders, to give you the peace of mind that your gas appliances meet the required safety standards.

While your gas safety check is being carried out we can also offer you (upon your request) a full gas service, which attracts a small charge per gas appliance. If there are any faults found upon these checks, we can provide a repair service at additional cost.

If our engineers establish that any appliances are faulty or unsafe during the check/service, they will advise you accordingly and in some cases this could lead to your appliances being turned off for safety reasons.

We will contact you each year when your gas safety check becomes due for renewal and can make appointments to suit your schedule.

### Welfare benefits advice and independent financial advisory service

Our residential leaseholder customers can access Aspire Housing's welfare benefits advice and support service free of charge. We provide confidential help, advice, and support on financial matters to assist customers in managing their homes, claiming benefits and paying their bills.

We can help you:

- To claim the right benefits and grants
- To fill in forms and write letters
- By giving you advice on prioritising your debts
- To get the right help at the right time
- By providing advice on debt

The benefit system can be confusing and nationally a third of people aged over 60 are not receiving their full benefit entitlements. To make sure you are receiving your full entitlement, contact our Community Welfare Officer for a benefit health check.

Our service also includes monthly surgeries with specialist outside agencies. Citizens Advice Bureau visits our Kingsley office on the first Thursday of every month and A4e (an independent financial advisory service) is based at Kingsley every Friday afternoon. Appointments for these surgeries need to be booked in advance through our Community Welfare Officer.

If you would like to take advantage of any of the services outlined above please contact the Community Welfare Officer on 01782 635200 or by email on [enquiries@aspirehousing.co.uk](mailto:enquiries@aspirehousing.co.uk)

## **Home contents insurance**

We strongly advise you to insure the contents of your home against things such as fire, theft or a burst pipe. We insure the structure of the building and standard fittings and belongings.

If you live in a flat, you should take out insurance to cover you in case you cause damage that affects a neighbour's flat, for example, a burst pipe causing damage to the flat below.

## **Customers' home contents insurance scheme**

We offer a home contents insurance scheme specifically for our customers in partnership with Norwich Union through brokers AON Risk Services. The scheme is a convenient way to have piece of mind about the valuables in your home.

The policy offered gives "new for old" cover on items up to five years old (except for clothing and linen), together with a fast claims service - including a home visit from a local loss adjuster to deal with your claim. The level of cover starts at £6000 for tenants over 60 and £9000 for all other tenants, up to £25000. The premium rate is 14p for each £1000 of cover. So the minimum level of cover for a tenant under 60 would cost £1.26 a week and 84p for tenants over 60.

We believe that the scheme offers competitive rates of insurance and the convenience of being able to pay your premiums weekly with your rent. For more details and an application form, please contact our Finance Team on 01782 635200.

## **North Staffs Mediation Service**

Mediation is an effective way of solving disagreements between neighbours. The North Staffs Mediation Service provides a confidential and free service.

Usually, you will not need to meet the people you are in dispute with. The Mediation Service will act as a 'go-between', passing on your feelings and comments to the person concerned, and trying to reach a peaceful solution.

If you have a genuine problem and feel that independent mediation may provide a solution call your Neighbourhood Officer on 01782 635200.

## Chapter 7

# HOW TO MAKE A COMPLAINT

### Complaints

We aim to provide services which meet or exceed your needs and expectations, but realise there may be times when you feel we have not done this. If this happens, we would like to hear about it so we can learn from any mistakes we make and get better at what we do.

### How we define a complaint

“An expression of dissatisfaction, however made, about any aspects of the services we (including anyone acting on our behalf) provide or have provided”.

This definition does not cover initial requests for us to act, such as a complaint against a neighbour, because this is not a complaint about the way that we have provided a service. Instead, we would deal with this as a normal enquiry.

All claims for compensation we receive will be treated as complaints, except those made where an automatic award is payable.

### How you can make a complaint

- By telephoning (01782) 635200;
- By requesting one of our complaints leaflets;
- By writing to us at our offices;
- Via our website – [www.aspirehousing.co.uk](http://www.aspirehousing.co.uk); or
- By speaking to one of our members of staff.

If you want help filling in a complaint form, please contact us. If you want a friend or relative to fill in the form on your behalf, this is ok but you will need to sign the complaint form giving us your permission to discuss the matter with them.

### How we deal with complaints

Our complaints procedure has three stages at which a complaint can be dealt with. If you tell us that you are not satisfied with the response you receive, your complaint will automatically be passed on to the next stage.

## Stage 1

Once we have received and registered your complaint we will acknowledge it and send a full reply within 10 working days. If this is not possible, we will acknowledge your complaint within 5 working days and send a full reply within a further 10 working days.

## Stage 2

If you are not happy with our complaint at Stage 1, a senior manager will review your complaint. They will send you a full written reply within 10 working days of your complaint being passed to this stage.

## Stage 3

If you are still not happy with our reply, we will arrange for our Complaints Review Panel to meet and consider your complaint. This panel will include two or more of our board members, and at least one will be a tenant. This is the final stage at which we can review your complaint. You should receive a reply within 5 working days of this review.

If you are still not satisfied with how we have dealt with your complaint after going through the three stages of our complaints procedure, you can complain to the Housing Ombudsman Service (HOS), or Residential Property Tribunal Service as appropriate.

The Ombudsman is an independent body that investigates complaints against non-council landlords such as ourselves. The Ombudsman will expect you to have followed our own complaints procedure before contacting them.

More information is available from:

The Housing Ombudsman Service  
Norman House  
105 – 109 Strand  
London  
WC2R 0AA

Tel: 0207 836 3630  
E-mail: [ombudsman@ihos.org.uk](mailto:ombudsman@ihos.org.uk)  
Website: [www.ihos.org.uk](http://www.ihos.org.uk)

Residential Property Tribunal  
Service  
2nd Floor  
Louise House  
92-93 Edward Street  
Birmingham  
B12 RA

## Compensation

It is our policy to be fair to all our customers and compensation will be considered where we receive a complaint (with or without a compensation claim), where there is clear evidence of monetary loss, considerable delay or considerable inconvenience to you, and where the following conditions are met:

We (or someone working on our behalf) have been negligent or have:

- failed to provide a service normally provided;
- failed to provide a service to a reasonable standard;
- have not met a stated commitment or our normal standards of customer service; and
- the failure is our fault and could reasonably have been avoided.

## When might we make an award for compensation?

All claims for compensation will be dealt with on an individual basis, but the following list provides some examples of when we might make an award for compensation.

You are a resident of one of our dwellings and any of the following have occurred:

- the internal decorations of your home have been affected by works we have carried out or arranged
- you have to move out temporarily during major works to your property
- you have been unable to use certain main rooms within your home for a week or more due to repair or improvement work being carried out while you remain in occupation
- we have failed to provide a service for which we charge you
- where, following a complaint that has passed through our internal complaints handling stages, the Independent Housing Ombudsman has made an adjudication on the complaint which includes a recommendation for the award of compensation.

## Chapter 8

# HOME SAFETY TIPS

### Fire Safety

Fires can start suddenly and spread quickly, damaging your home and furniture and putting lives in danger. They are caused in a variety of ways, but there are a few simple hints you can follow to prevent them starting.

Keep all fires and heaters well-guarded, especially open fires. For fitted or portable heaters with a built in guard, give extra protection by adding a surrounding guard particularly if you have young children or elderly people in the home. For children, use a nursery guard with side clips that fit into fixed wall brackets.

- Keep portable heaters and candles away from furniture and curtains in a safe place where people can't trip over them;
- Don't dry or air clothes over or near the fire, or the cooker;
- Do not smoke in bed;
- Many fires start in the kitchen, especially fat fires. Keep an eye on the pan when deep fat frying and watch for overheating;
- If there are children around, keep matches and lighters where they can't see or reach them;
- Fit approved smoke detectors on each floor. Chose a smoke alarm that is mains operated or one with a long life (ten year) battery; and
- **Remember get out, stay out and call the fire brigade out!**

### Electrical Safety

Electricity must be treated with respect. Here are some advice tips.

- Do not use appliances with worn or damaged flexes. Don't wire flexes together;
- Keep portable mains-operated appliances out of the bathroom;
- If an appliance appears faulty stop using it and have it checked at once;

- Consider having a RCD (Residual Current Device) for whole house protection. These are especially valuable when power tools are used; and
- Look for the CE mark, the BEAB mark, BS safety mark or British Standard number when you buy electrical equipment.

## Heating Hints

Safety is especially important when choosing and using heating products:

- All fuel-burning appliances use up fresh air as they burn, and give off waste gases including the deadly carbon monoxide (CO). Never block air vents or airbricks;
- If you use a chimney or flue, or bring one back into use, have it swept at least once a year, or more frequently if you burn wood;
- Never block any outside grilles or rest anything against them;
- If a gas flame, which normally burns blue, burns orange, this may be a build up of carbon monoxide. Have your appliance checked immediately;
- Check the pilot regularly on gas cookers and water heaters to make sure it has not gone out;
- When buying gas appliances look for the British Standards safety mark or British Seal of Approval and beware of second hand bargains and cowboy installers;
- Allow our gas engineers to access your property to carry out your free annual gas safety check;
- If you suspect a gas leak, open the windows, turn off the supply and call your gas supplier. Don't operate switches as a spark could ignite the gas; and
- Always keep a special watch on young children and elderly people when fires and heaters are in use.

## Safety glass

Ordinary glass is dangerous - particularly at low level - because it breaks into large, jagged pieces, which can cause serious injury. Building Regulations require safety glass to be fitted in glazed doors, side panels and areas below 800mm in new buildings.

- Safety glass is specially made. There are two main types: laminated glass and toughened glass. When it breaks it breaks safely - in a way unlikely to cause injury;
- If ordinary glass is in use below 800mm, let us know and we will arrange to replace it;
- Make sure that people know that the glass is there and see that the area is well lit;
- Prevent people banging into the glass by blocking access using a piece of furniture (not something easily knocked over); and
- Never let children play near glass - they could easily crash through it and receive a serious injury.

## Safety in the Kitchen

- If you have the opportunity plan your kitchen for safety as well as for comfort and efficiency;
- Many fires start in the kitchen, especially fat fires. For safer deep fat frying choose an electric fryer;
- Take extra care with hot water, tea, coffee or soup if there are young children around, they could get scalded;
- Keep knives sharp and in good condition. Make sure your can opener works efficiently; and
- Plan your storage areas carefully so that heavy items are not kept on high shelves, and items in daily use are within easy reach.

## Safety with medicines and cleaners

Chemical preparations of any sort, whether in the form of medicines or household cleaners should always be treated with caution.

- Consider having a proper lockable medicine cabinet;
- Keep medicines in their original containers, clearly labelled;

- Avoid taking other people's medicine, or letting others take yours;
- Return leftover medicines to the pharmacist for destruction - don't hoard them;
- Keep medicines and all chemical products such as bleach, turps and caustic soda where children can't see or reach them; and
- Chemicals used in the garden, garage or workshop need to be used and stored with great care. Store them in a safe place where children can't see or reach them.

## DIY Safety

- Keep any tools clean and in good repair, and give each one a quick check over before you use it;
- Always plan ahead - accidents happen more easily if you are unprepared and rush;
- Wear trousers and heavy shoes when mowing the lawn and keep your feet and hands well away from the mower blades. Stop and disconnect the mower before checking a fault or cleaning clogged blades;
- Take extra care with sharp cutting tools. Never leave sharp tools lying around; and
- Follow makers' instructions very carefully when using adhesives, especially the instant type.

## Child Safety

Babies and young children depend on you for safety.

- Be aware of your baby's changing abilities and learn to look at them from a safety point of view;
- Always keep an eye on children at play;
- When running a child's bath put cold water in first then hot;
- A child can easily fall out of a window. Fit safety catches on all upstairs windows - restrict openings to 100mm and keep furniture they can climb on clear of windows;
- A young baby can easily suffocate or choke. Avoid small objects; and

- A child can drown quickly in a few inches of water; stay with young children at all times when they are in the bath or in an inflatable garden pool.

All safety hints and tips have been reproduced with the permission of the Royal Society for the Prevention of Accidents (RoSPA).

Source: The Home Safety Book (RoSPA)

## **Parking**

Please consider your neighbours, their safety, and the general appearance of the estate as a whole when you park your vehicle. Many of the estates have car parking spaces for customers to use, but we do not give spaces to individual customers.

Where space for car parking is limited you should not park your vehicle on any grass verge or footpath or obstruct the roads around the estates. If you notice a vehicle that is regularly parked in an inconsiderate or dangerous way, please speak to your Neighbourhood Officer.

## Chapter 9

# GLOSSARY

### **arbitration**

Settling a dispute by using a referee. If a dispute goes to arbitration, an independent referee settles it and avoids having to use the courts

### **assignee**

The person acquiring a property right by assignment

### **assignment**

The transfer of a property right from one person to another

### **breach**

When an obligation in the lease is broken

### **covenants**

Legally binding obligations and responsibilities in the lease

### **deed**

A legal document that commits the person signing it to something

### **demised premises**

The definition of the property being leased

### **dispensation**

Exemption from having to consult you on major work

### **foreclosure**

A lender repossessing a property because of the borrower's arrears

### **forfeiture**

The landlord ending the lease and repossessing the property because the lease conditions have been breached (broken)

## **freehold**

A form of tenure giving full ownership of land for all time

## **ground rent**

A fee paid by the leaseholder to the freeholder as a condition of the lease. It is usually a small amount (such as £10 or £50 a year)

## **implied term**

A term that is not written into a lease, but is assumed because of the actions of the people involved, or must be assumed for the contract to work

## **lease**

The document setting out all the rights and obligations between the landlord and leaseholder – a contract between the owner of a property and a tenant

## **leasehold**

A form of tenure that gives the owner possession of the property for a substantial period of time, which is clearly defined in the lease agreement

## **lessee/leaseholder**

The person(s) with the lease of the property

## **lessor/landlord**

The person/organisation granting the lease

## **management audit**

The right for a leaseholder to do a management audit (check) to satisfy themselves that their landlord is administering service charges effectively and efficiently

## **management fees**

The fee that the landlord charges in accordance with the terms of a lease to cover their management costs, as distinct from the costs of particular services such as cleaning and repairs

## **mixed tenure estate**

An estate with tenants and owner-occupiers (some may be leaseholders and shared owners) living on it

**provision**

Where the lease allows something to be done

**service charge**

The charge made to the leaseholder for providing services under the lease

**shared ownership**

A shared owner owns a percentage of a property, and pays a mortgage on it, while a housing association owns the rest of the property, which the shared owner pays rent for

**subletting**

Where the owner of the leasehold grants a tenancy of the property

**term of years**

Length of the lease



## Useful Contacts

|                                 |               |
|---------------------------------|---------------|
| Alcoholics Anonymous            | 0845 769 7555 |
| Aids Help Line (National)       | 0800 137437   |
| Age Concern                     | 0800 009966   |
| ADSiS (alcohol and drug advice) | 01782 271096  |
| Benefits Agency Newcastle       | 01782 216799  |
| Pension Service                 | 0845 606 0265 |
| Childline                       | 0800 1111     |
| Citizens Advice Bureau          |               |
| 25–27 Well Street Newcastle     | 0870 1264049  |
| Liverpool Road, Kidsgrove       | 01782 786529  |
| Community Youth Services        | 01477 532404  |
| Connexions                      | 01782 297383  |
| Crimestoppers                   | 0800 555111   |
| Domestic Violence Helpline      | 01782 636999  |
| Drugs Helpline (national)       | 0800 776600   |

Drug Link  
76-82 Hope Street, Hanley 01782 425100

Gay Advice Line 0800 282930

Gamblers Anonymous 0845 600 0133

Housing Corporation 01902 795000

Housing Ombudsman 020 7836 3630

Inland Revenue

Tax Credits 0845 300 3900

Child Benefit 0845 302 1444

**Leasehold Advisory Service** 020 7490 9580 OR  
[www.lease-advice.org.uk](http://www.lease-advice.org.uk)

**Residential Property Tribunal Service** (includes Leasehold Valuation  
Tribunals) 0845 600 3178 OR  
[www.rpts.gov.uk](http://www.rpts.gov.uk)

Mediation North Staffs 01782 280100

Mind Information Line 01782 262100

National Debtline 0808 808 4000

Newcastle Police Station 0845 330 2010

Newcastle Probation Office 01782 382000

Newcastle Housing Advice 01782 635200

|   |               |
|---|---------------|
| Newcastle Borough Council<br>Civic Offices, Merrial Street<br>Newcastle-under-Lyme,<br>Staffordshire, ST5 2AG | 01782 717717  |
| NHS Direct  | 0845 4647     |
| Rape Crisis   | 01782 221000  |
| Renew North Staffordshire   | 01782 232024  |
| Social Services Newcastle   | 01782 296005  |
| Shelter   | 0808 800 4444 |
| Stoke-on-Trent City Council<br>Allocations Service Team   | 01782 232126  |
| The Samaritans  | 0845 790 9090 |
| The Furniture Mine  | 01782 846111  |
| Victim Support  | 01782 717184  |
| Winter Fuel Payments Helpline   | 0845 915 1515 |
| Winter Warmth Advice Line   | 0800 085 7000 |
| Womens Aid  | 0808 200 0247 |