



YOUR HOME

A complete guide to getting
the best from your home

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1



INTRODUCTION

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Welcome

Who we are

Coming together

Affinity Sutton today

Giving you our best

Giving us your best

Strength in diversity

How to contact us

Email

customerservice@affinitysutton.com

Web

www.affinitysutton.com

Telephone

0300 100 0303

Typetalk

18001 0300 100 0303

Our contact centre telephone lines are open from 8am to 8pm – Monday, Tuesday, Thursday and Friday and from 10am to 8pm on Wednesdays.

In writing

Maple House, 157-159 Masons Hill,
Bromley Kent BR2 9HY

Open 9am to 5pm - Monday,
Tuesday, Thursday and Friday and
10am to 5pm on Wednesdays.

Other useful contacts

Repairs

0845 051 0152	South London
01689 874 044	South London
0845 300 3888	The South
08000 28 21 27	All other areas (including South West)

Residential Property Tribunal Service

10 Alfred Place
London, WC1E 7LR
Tel: 0845 600 3178
Fax: 020 7637 1250
www.rpts.gov.uk

Housing Ombudsman Service

81 Aldwych
London, WC2B 4HN
Tel: 0300 111 3000
Fax: 020 7831 1942
Minicom: 020 7404 7092
info@housing-ombudsman.org.uk

Leasehold Advisory Service

Maple House
149 Tottenham Court Road
London, W1T 7BN
Tel: 020 7383 9800
www.lease-advice.org

National Grid (to report gas leaks)

0800 111 999

Age UK

0800 169 6565

Samaritans

08457 90 90 90

NHS Direct

0845 4647

Welcome

We hope you are happy in your home and that you find this handbook useful and helpful as a quick reference.

If you have any questions that this handbook does not provide answers to, please contact the Leasehold Team, who will be able to help or direct you to where you can find assistance.

If you have difficulty understanding this handbook or any part of it, or if English is not your first language, please contact the Leasehold Team. We can also provide this handbook in large print, or audio CD.

It is not a legal document and should not be relied on when dealing with legal disputes.

Keep this handbook in a safe place for easy reference. If you have questions contact the Leasehold Team on 0300 100 0303.

Where you need legal advice, please contact your solicitor, Citizens' Advice Bureau or legal centre.

All our other publications are available from our website at www.affinitysutton.com

Who we are

With over 56,000 homes and a one hundred year history, Affinity Sutton is one of the largest providers of affordable housing in England. As a business for social purpose we're committed to helping people put down roots. We act as a springboard; maximising life chances for our residents and creating places for communities to thrive.

Our history can be traced back to 1900 when **William Sutton** left his fortune to a charitable trust to provide 'model dwellings and houses for occupation by the poor of London and other towns and populous places in England'.

In 1994 Ridgehill Housing Association was formed through the large scale voluntary transfer of homes from Hertsmere Borough Council. In 2005 William Sutton and Ridgehill merged together to become The William Sutton Group.

In 1964, **Downland** was formed by a group of local businessmen in Sussex led by engineer, Archibald Shaw. In 1996 Downland Housing Group was formed as parent to Mid Sussex Housing Society, Downland Housing Association and Downland Retirement Services. In 1999 Downland Housing Society and Mid Sussex Housing Association merged to form New Downland Housing Association. Downland enjoyed a number of special achievements including being pioneers of providing keyworker accommodation to hospital workers.

Broomleigh was formed in 1992 as the first urban large scale voluntary transfer of homes from the London Borough of Bromley. Broomleigh went on to introduce the sector's first Customer Service Centre in 1997 and was awarded the sector's first Standard and Poor's credit rating in 2000.

Coming together

The Affinity Homes Group was created to become the parent company of Broomleigh in 2002 and a year later, merged with Downland.

Affinity and The William Sutton Group merged in 2006 to form one of the largest housing groups in the sector. This last merger brought together all of the organisations that make up Affinity Sutton today.

In 2009 we celebrated a century of helping people put down roots with the 100th birthday of our first scheme, Bethnal Green, in East London. Developed in 1909, Bethnal Green was one of Europe's first charitable housing developments and provided an escape from London's East End slums for around 400 people.

In that centenary year, Affinity Sutton started providing housing management services to Broomleigh, Downland and William Sutton Homes, and all began trading collectively as Affinity Sutton.

Affinity Sutton today

Today we are a countrywide housing association with over 161,000 people calling an Affinity Sutton home 'their home', thanks to merger and stock transfer successes as well as our active new home development programme. One thing hasn't changed though – our commitment to maximise life chances for our residents and create places for communities to thrive.

Giving you our best

Commitment... it's our promise to you.

We are committed to providing you with a high level of customer service at all times. We have set a number of customer service standards so you know what level of service you can expect to receive whenever you have contact with us. In brief we will:

- respond to service requests politely, professionally and promptly
- provide an efficient and easy-to-use repairs service

- act quickly against anyone affecting the quality of your life or home
- treat everyone fairly.

Our leaflet, *Giving you our word*, explains these standards in full – a copy can be found in your welcome pack.

We're always looking at how we can make our services even better, so we're really keen to hear your views and suggestions – please get in touch and tell us what you think.

Giving us your best

Your commitment to us.

We want you to be able to take pride in your home and community and you have an important part to play in this.

Taking responsibility for looking after your home means telling us when things go wrong, reporting antisocial behaviour, keeping your gardens and balconies tidy and being considerate to your neighbours.





Strength in diversity

Communities built on diversity and equality.

Our communities are formed by differences. They are made up by people of different ages, incomes, races, cultures, beliefs, sexualities and abilities and we're committed to providing services and equal opportunities to all our residents whatever their backgrounds.

Diversity is a strength that benefits our communities; by understanding and respecting this we are protected from unfairness and discrimination.

We want everyone to fulfil their potential and we'll encourage groups and individuals who are

disadvantaged in housing and employment to apply for training, jobs and homes.

We're putting together a service profile of all residents by collecting information about things such as age, ethnicity and disability. This will help us to make sure that our services suit your individual needs. For example, if you have a sight problem we can send you information in large print or if you are elderly, we can make sure that you have the support you need.

2



MOVING IN

In this section

Gas and electricity supplies

Water supply

Insurance

Telephone/Sky/TV/cable TV

Council tax

Refuse collection

Before you move into your new home, there are some things you should know and will need to do.

Gas and electricity supplies

On moving in contact the gas and electricity suppliers for your new home and register. We suggest you read your meters and give the information to your suppliers so they can charge you only from when you took ownership of the property. If you don't know where the meters are you can contact the estate agent who should be able to tell you.

Water supply

Inform your water service supplier when you move in. You should locate the water stopcock in case of emergency. If you are going away for a length of time, turn off the stopcock however make sure the stopcock, only serves your property before you do this.



Insurance

Our insurance only covers the structure of the building, it does not cover your contents so we strongly advise that you arrange this. Many insurance companies offer this form of insurance or alternatively you can sign up for our affordable and comprehensive home contents insurance. There's more information about insurance in chapter 7.

Telephones/Sky TV/Cable TV

Before you arrange for the installation of Sky/digital TV you must write to us and get our written approval before any works are carried out.

You must also check with your local authority in case there are any planning restrictions to your block or area. We'd recommend that any works you do carry out are compatible with receiving digital television.



Council tax

When you move in contact your local authority straight away and register for council tax.

Refuse collection

Contact your local authority to find out what day your refuse is collected. If your property is in a block of flats, there may be bins provided for your use.

Do not put large items of rubbish through the rubbish chutes, as this causes blockages and can be expensive to put right. If you have large items of rubbish to throw away, contact your local authority who can collect rubbish and advise you of any charges. They may be able to collect certain items of rubbish for you free of charge.

Remember that dumping your bulky items of rubbish in communal areas can cause an inconvenience to other residents as well as being a fire and safety hazard. Please do not drop lit cigarettes or hot ash down the chute and consider other residents when disposing of your rubbish.

Any dumped item of rubbish which is removed by us from the communal area will be recharged to the block or estate if we're unable to identify who the rubbish belongs to.

3



YOUR LEASE

In this section

What is a lease?

Some common words used in your lease and their meaning

How long is your lease for?

General information about the lease

Your rights

Your responsibilities

Our rights

Our responsibilities

Rights given by law

What is a lease?

A lease is the right to own a property for a specified period of time, such as 125 years. It is a type of tenancy but is usually for a longer period. It also refers to the document on which an agreement is made. This is a contract that tells you all about the property you've bought. It is an agreement between you and us that tells you how long you own the property for, who your landlord is, your rights and responsibilities, our rights and responsibilities, what we can and cannot do and what you are liable to pay.

Your solicitor should have given you a copy of your lease when you bought the property and explained to you your rights and responsibilities, as well as our rights and responsibilities. Your lease is an important legal document and may be difficult to understand without the help of a solicitor. The rights and responsibilities given to you on the lease may be similar to that of other residents but it is always advisable that where you have legal disputes or concerns you always check your lease.

Some common words used in your lease and their meanings

Lessee

This is you, as owner of a flat or maisonette.

Estate

This is your building and the immediate area outside that we own, manage or give someone to

manage on our behalf. An estate usually consists of similar properties belonging to us.

Services

These are the services that we provide to your property/building, such as caretaking, grounds maintenance and communal lighting.

Service charges

This is the charge that we make for providing services to your property/building.

Financial year

This is the period as stated in your lease.

Perpetuity period

This is 80 years from the date that your lease was originally granted.

How long is your lease for?

When your lease was first bought, it would normally have been for 125 years. If you bought your property through the right to buy or the preserved right to buy, this is what you would normally be given.

If you bought your property from a previous leaseholder, the number of years that you have on it would be less than 125 years. This is because the number of years remaining would have reduced since the lease was first purchased. For example, if Mr Smith bought a lease of 125 years in June 1990 and you bought the property from him in August 2005, you would only have 110 lease years remaining from when you bought it.



General information about the lease

Your lease has a general section that tells you about what we've both agreed. Each paragraph under this section is called a clause. It also has other sections, which are called 'schedules'. Each schedule tells you something important about our agreement. The clauses explain matters such as when to pay your service charges, how often to redecorate your property and our responsibility to insure, repair and maintain the building.

Your rights

- to live in your property without any disturbance from us, so long as you carry out your responsibilities as given by your lease
- to use the lift in the building (if any)
- to use the communal gardens and recreation areas on the estate (if any).

Your responsibilities

- to pay yearly ground rent in advance
- to pay your proportion of the service charges
- to allow us access to inspect or repair the building

-
- to keep your property in good condition
 - to paint the inside of your property on a regular basis as stated in your lease
 - to not make structural changes to your property without our written consent.

Our rights

- to access your property, after giving reasonable notice, to carry out our responsibilities under the lease
- to collect your proportion of the service charges
- to get support for the building from your property
- to pass services such as gas and electricity through your property.

Our responsibilities

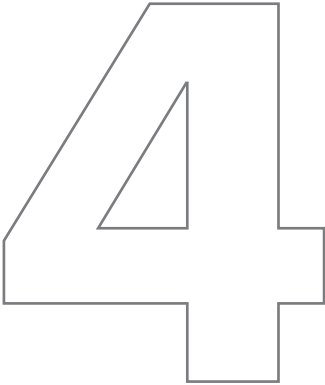
- to repair the structure of your building
- to insure the building to the full value
- to repair and maintain all equipment providing services to the building.

Rights given by law

In addition to the rights mentioned, you also have rights that are given to you by law. These rights are given by various leasehold laws such as the Landlord and Tenant Act 1985, Landlord and Tenant Act 1987, Commonhold and Leasehold Reform Act 2002 and Leasehold Reform, Housing and Urban Development Act 1993.

The rights include:

- right to challenge your service charge at the leasehold valuation tribunal
- right to see a summary of the service charge costs
- right to inspect the service charge accounts and receipts
- right to see the summary of your buildings insurance policy
- right to be consulted about certain matters
- right to manage your building or estate.



SERVICE CHARGES

In this section

Service charge breakdown

How we calculate your service charge

How we structure your invoice

Ground rent

Major works

How to pay your service charge

Difficulty with paying

Spreading the costs of your service charges

Preserved right to buy

Your service charge invoice

Refusal to pay

Service charge breakdown

You have a responsibility to contribute towards the costs for providing services, repairs and maintenance to your building. Your proportion of this cost is your service charge. By law, service charges should be reasonable and can be fixed or variable. As a leaseholder, it is a condition of your lease that you pay variable service charges.

Variable service charges are charges that change from one year to another. The amount you pay can change during the year and will depend on the costs that we incur. A service charge is an amount you pay for items such as services, repairs, insurance, management costs, maintenance and improvements.

Examples of items covered by a service charge include:

Estate repairs

These are day to day repairs and maintenance to the communal parts of your estate, for example, walls and fences.

Block repairs

These are day to day repairs and maintenance to the communal parts of your block, for example, communal doors, lighting, walls and fences.

Estate caretaking

This covers estate services carried out by caretaking and cleaning staff. This also includes one off cleaning by caretaking staff plus a proportion of the caretaker's salary, supervision, overheads, cleaning materials and equipment, telephone and accommodation charges.

Block caretaking

This covers block services carried out by caretaking and cleaning staff. This also includes one off cleaning by contractors plus a proportion of the caretaker's salary, supervision, overheads, cleaning materials and equipment, telephone and accommodation charges.

Estate grounds maintenance

This includes grass cutting, maintenance of flower beds, planting, pruning and tree work on estate land. The work may be carried out by external contractors or our own staff.

Block grounds maintenance

This covers grass cutting, maintenance of flower beds, planting, pruning and tree work around your block. The work may be carried out by external contractors or our own staff.

Estate rubbish collections

This is a cost for removal and disposal of bulk rubbish left on the estate where we're unable to identify and prove who was responsible for leaving it there.

Block rubbish collections

This includes the cost of hiring paladin bins for the removal of domestic waste and for the removal and disposal of bulk rubbish from the block where we're unable to identify and prove who left it there.

Estate rubbish collections

This cost is for the removal and disposal of bulk rubbish left on the estate where we're unable to identify and prove who was responsible for leaving it there.



Mobile team

The estimated cost of operating our mobile team. Their duties include the removal of bulk rubbish and abandoned vehicles. This will only appear on the estimated charges. When the actual costs are produced leaseholders will have the costs broken down by the element of the work carried out.

Communal lighting repairs

This covers items such as repairs and bulbs for lighting footways, paths, grounds, hallways and stairwells.

Lifts

This is for the running of the lift service and is charged for as stated in your lease. It includes the cost of inspections, repairs and maintenance to make sure that the lifts are in working order.

Building insurance

The cost of insuring the building where you live, including the structure of your flat.

TV aerials

This is a charge for the use and maintenance of communal TV aerials.

Community alarms

The testing, contract and upkeep of the community alarm system.

Door entry

The cost of running and maintaining door entry systems.

Electricity

The cost of electricity used to run the communal services for your block.



Fire fighting equipment and fire alarms

The maintenance and running of the fire fighting equipment and alarms.

Window cleaning

The cost of cleaning the inside and outside of the communal windows in your block on a quarterly basis.

Abandoned vehicles

The cost of removal of abandoned vehicles from your estate.

Communal heating

The cost of the heating if a communal heating system heats your home.

Lightning protection

The cost of providing protection to the building structure, in the event of a lightning strike it absorbs the shock.

Tree works

The cost of surgery to trees on grounds around your block or estate.

Management fee

This fee is for the provision of the leasehold service.

How we calculate your service charge

We calculate your service charge as stated in your lease. Generally, service charges are allocated by block or estate that includes a number of blocks of properties.

Block costs are directly attributed to the block, for example the cost of running and maintaining lighting in the communal hallway.

Estate costs are those that cannot be charged to an individual block for example a shared footpath running between two blocks.

How we structure your invoice

If you are charged upon estimate, we send you an invoice summarising what we expect to spend for the coming financial year. If you pay half yearly, the invoice will tell you how much to pay for the half year. You should pay this within 14 days of receiving it. We'll also send you an invoice for the second half of the year. If you pay by direct debit, you can arrange to pay this over ten months. We include details of this with your invoice.

We'll send an annual *actual* service charge statement which relates to the service charge costs for the previous financial year once the actual costs have been produced and agreed.

We'll send an invoice with the actual which will show any brought forward balance(s). The bottom line will show the total amount due for payment. If you pay by direct debit, you will be advised of your new payments.

If you receive both estimated and actual costs, the balance of the actual summary statement will be added or subtracted from your account depending on whether it is a debit or a credit.

Any major works are considered the same as service charges and are due for collection in the same way as other estimated service charges. If you'd like to spread the cost of the major works please refer to section 5.

Ground rent

This is a yearly charge that you pay for the use of the ground on which your building stands. Ground rent is an important part of your lease and must be paid.

Major works

All major works such as cyclical repairs, redecoration works and improvements are part of your service charge. We send your day to day service charge invoice separately to the major works invoice but they are all service charges under your lease. Major work charges tend to be larger than day to day service charges and are usually for major works such as roof replacement, lift renewal and redecorations.

How to pay your service charge

You can arrange to pay your service charge invoice through any of the methods listed below:

Direct debit

Direct debit allows us to automatically collect the correct amount and needs no action by you if the amount changes. All direct debits are backed by the Direct Debit Guarantee.

Payment cards

Unlike a credit card this has no monetary value, but it holds your name and service charge account number. When used with a debit card to pay at a Post Office or by phone, the payment card makes sure the payment reaches the correct service charge account. Contact us if you would like a payment card.

At a PayPoint

Cash is required by most PayPoints, although some will accept cheques by special agreement. PayPoint services are often found at newsagents, corner shops and petrol stations.

Internet payment

If you have internet access, a debit card and a payment card, payments can be made direct to us by going to www.allpayment.net and then following the instructions.

Telephone payment

If you have a debit or credit card and a payment card, you can make telephone payments at any time by calling 0844 557 8321.

Postal payment

Ground rent and service charges can also be paid by cheque through the post.

Difficulty with paying

If you're experiencing difficulty paying your service charges, please let us know as soon as possible. You may be able to get help if you're getting a state benefit such as income support. If you are over 60 and receiving pension credit, you may also be able to get support. We'll do all we can to help you but it's important that you contact us early. If you are concerned about your debts, you can get advice from the National Debt Line by telephone, 0808 808 4000 or you can contact your local Citizen's Advice Bureau.

Pension self service

If you are over 60 you may be entitled to some help from the Pension Service in paying your charges. It's a means tested application, but if you qualify there could be some financial support given. You can contact them on 0800 991234.

Spreading the costs of your service charge

We do recognise that financial difficulty could be experienced, especially where the major works costs are high. There are alternative payment methods available.

Please contact a member of the Leasehold Team on 0300 100 0303 for further information.



Preserved right to buy

If you bought your property under the preserved right to buy, you will have been given an offer document called a Section 125 notice. This document gives you information about the property you've bought, such as the price, discount given and details of the service charges that you may have to pay. It's valid for five years from the first financial year following the date that the property was bought under the right to buy (or preserved right to buy).

The information given on this document about your service charges is important. By law, you do not have to pay more service charge than is stated on the document for items of repair, maintenance and improvements, except for the normal increases in inflation.

Once this period expires, we can charge you a reasonable proportion of the cost for providing a service, repairing, maintaining or improving the building or estate. If you bought your property from a previous leaseholder within the last five years, you will still benefit from the limit on costs.

Your service charge invoice

If you disagree with your service charge invoice, please tell us as soon as possible about the service you dispute and why. You should pay for those items that you agree with while we look into the ones you've disputed. If you don't pay for items not in dispute, we may take action to recover the charges from you.

For the item you dispute, we will investigate and inform you of our findings. If there was a fall in the standard of the service we provided you, please bring this to our attention as soon as possible and we'll try to resolve it for you. If you remain dissatisfied, you can lodge a complaint with us.

Refusal to pay

If you don't pay your service charges, you will breach your lease. You should pay your service charges within 14 days of receiving the invoice unless you have a payment agreement with us or you pay by direct debit. Where you refuse to pay and don't let us know why, we'll write informing you that your account is in arrears.

If we still don't receive payment, we will take legal action against you. We will also contact your mortgage lender, if you have one, to ask that they pay your arrears, which they may add to the balance of your mortgage. If you don't have a mortgage lender, we will ask our solicitors to take legal action against you. This may lead to you paying more charges in the form of legal costs such as court fees and you could lose your home.

5



MAJOR WORKS AND CONSULTING YOU

In this section

Major works consultation

Consultation

Other forms of consultation

Major works invoices

Paying for major works

Matters for consideration

Checking the quality of major works



Major works consultation

These are works of a large scale such as replacement of the roof on the building and lift replacement. The cost of these works are usually more than your day to day service charges, which cover regular repairs and maintenance to your building.

By law, we must consult you if we plan to carry out certain types of work to your building. We will also consult you where we plan to enter into certain types of agreements with contractors. This process is known as statutory consultation. There are different ways in which the law requires us to consult you when we are making these plans.

Consultation

We believe in the value of consulting you about our services. If we plan to carry out repairs or cyclical works to the building or estate and the cost would exceed £250 for any leaseholder, the law requires that we consult you before we go ahead.

We will also consult with you if we enter into a service contract for more than 12 months which will cost you more than £100.



Other forms of consultation

We also carry out other forms of consultation based on good practice. Such consultation may be carried out through open evening meetings and focus groups. We may sometimes arrange for our other teams to attend, such as our Repairs and Maintenance Team. This would give you an opportunity to speak to the relevant people providing the service.

Major works invoices

Your lease states whether you are charged and invoiced on both *estimate* at cost and *actual* costs or on actual costs only.

If invoiced on 'estimate' the major works cost will be charged and invoiced at the start of the financial year. When the 'actual' costs are known, we'll notify you of the difference and your account will be adjusted accordingly.

If your lease states you are charged upon 'actual', you will be charged and invoiced once the actual costs are known.

This will be in line with the dates in your lease.

Paying for major works

To pay for your major works, you can use any of the options listed in chapter 4.

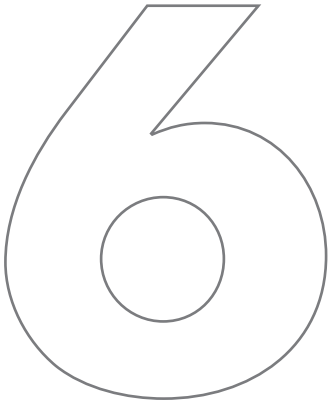
Major works are a part of your service charges.

Matters for consideration

If we have to put up scaffolding to the building to carry out major repair, we advise you to contact your contents insurance provider. This is because some insurers require that you keep them informed. Failure to do this may invalidate an insurance claim should you need to make one. Scaffolding around the building may not necessarily increase the premium you have to pay but it's a good idea to always check with your insurer.

Checking the quality of major works

We aim to carry out a high standard of work to the building and estate and we make sure that you do not have to pay for poor quality works. We always inspect works once they have been completed and inform the contractor if we find any defects.



REPAIRS AND MAINTENANCE

In this section

Carrying out repairs

Possible repairs and who is responsible

Reporting repairs

Emergency repairs

Repairs carried out on your behalf



Carrying out repairs

It's sometimes necessary to carry out repairs and maintenance to the building or estate and we call these day to day repairs.

We are committed to providing you with a quality repair service within target times. Generally, as a leaseholder, you are responsible for repairs within your home. As the landlord, we are responsible for repairs to the structure and exterior of the building and estate. This includes staircases, corridors and other communal areas. Your lease requires you to contribute to the cost of any work we carry out to these areas and we recover your contribution through the service charges

Possible repairs and who is responsible

Repair type	Your responsibility	Our responsibility
Internal walls, floors and ceilings within your property	✓	
Pipes and drains within your property	✓	
Water storage tank in your property	✓	
Electrical fuses, cables and wires within your property	✓	
Individual heating system	✓	
Communal heating system		✓
Communal electrical wires, cables and fuses		✓
Internal plumbing	✓	
Burst or leaking water pipes within your property	✓	
Gutters and external pipes		✓
Gas servicing and appliances check	✓	
Communal fire alarm systems		✓
Radiators, thermostat and water pumps inside your property	✓	
Kitchen units and worktops	✓	
External door, door frames and hinges	✓	
Window glass inside your property	✓	
Window frames on your property and in communal areas	Refer to your lease or contact us	
Door and door frames within the property	✓	

You have to contribute towards repairs that fall within the landlord's obligation, because these repairs form part of the structure of the building.



Reporting repairs

Report repairs directly to the contractor for your area giving them as much information as you can.

Emergency repairs

We have an out of hours emergency service available 365 days a year. The numbers to contact are in the contact and useful addresses section. If you're reporting an emergency repair between 9am and 5pm, contact our partnering contractors for your area.

Repairs carried out on your behalf

Please note that if we carry out repairs to your property, building or estate, we'll recover your proportion through service charges. For repairs that fall within your responsibility, you should make your own arrangements by contracting reputable people to do the work. You will also be responsible for the cost of any such work.

We won't normally carry out repairs that fall within your responsibility except in unusual situations such as a serious water leakage that is causing damage to other properties in your block. We'll ask you to carry out any such repair but where you fail to do them, we'll carry them out on your behalf and charge you.



INSURANCE

In this section

Our insurance responsibility
What we insure against
Leaving your home empty and
unoccupied
Making a claim

Our insurance responsibility

As your landlord, your lease requires us to arrange insurance cover for the building, against loss or damage by things such as fire and flood. We insure for the full value of the building and collect the insurance premiums through your service charge. The insurance policy covers the structure and communal areas of the building such as footpaths.

We do not arrange cover for the contents of your property or for your personal belongings but advise that you make your own arrangement to provide cover. You should inform us before you fix or fit any item to your property.

We send out a certificate of the buildings insurance policy and a summary of cover to our leaseholders each year.

What we insure against

Some of the risks covered by your building insurance policy include:

- fire
- storm or flood
- explosion
- riot and civil commotion
- theft
- impact
- subsidence
- falling trees
- accidental damage.

Some of these risks may be subject to an excess. Please refer to your policy document for details.

Leaving your home empty or unoccupied

If you leave your property empty for 30 days or more, you may not be covered by our insurance policy. If you are going to do so please let us and your insurance company know. Failure to inform us may invalidate your insurance.

Making a claim

If you need to make an insurance claim, please contact our Leasehold Team. It's important that you make any necessary claims as soon as possible to avoid any claims being rejected.

8



OTHER LEASEHOLD MANAGEMENT MATTERS

In this section

Subletting your property

Carrying out alterations

Selling your property

Repaying your discount

Informing us about sale completion

Keeping pets

Car parking

Private gardens

Noise and nuisance

Antisocial behaviour

Getting involved

Complaints and compliments

Leasehold valuation tribunal

Independent housing ombudsman

In addition to paying your service charges, there are other important leasehold matters that you may need to consider.

Subletting your property

Subletting your property is when you rent it out to someone. As a leaseholder, your lease doesn't require our permission before you sublet your property. We do ask though, that you inform us when you sublet as it helps our management of the building, and if there was an emergency, we would know who lives in the property.

It's important that you let us know your correspondence address so we can contact you, when we need to consult or send you invoices and statements. We will also need a contact telephone number in case of emergency.

If you have a mortgage on the property, you may need to get your lender's permission before you can sublet.

You will still be responsible for carrying out your obligations under the lease. We advise you to make sure that the tenancy agreement contains similar terms as you have in your lease. Where your tenant breaches the terms of your lease, we'll hold you responsible for this and seek any necessary remedy against you.

If you sublet, make sure that you carry out annual gas safety checks on your gas appliances, flues and pipe work. Such checks are recommended to be carried out by Gas Safe registered engineers and a copy of the certificate given to your tenant.

Carrying out alterations

You need our written permission before you can carry out alterations to your property. Alterations can be anything from adding new fittings and fixtures to removing an existing item on your property. It can be for works such as removal of structural walls, replacement of windows and installation of kitchen or bathroom fixtures.

You must not carry out any structural alteration to your property without our written permission and without having obtained permission from the planning section of your local authority.

Where we give you permission to do this, it may also be necessary for solicitors to draft a legal document incorporating the alteration into your lease. You will be responsible for our legal costs of dealing with such matters. The new document will become an attachment to your lease and this information will be recorded with the Land Registry.

To get our permission for any alterations you plan to make, contact the Leasehold Team who can help you. If you fail to get our permission this may delay the sale of your property if you wish to sell at a later date.

You may still need to obtain planning permission from your local authority before carrying out certain types of alterations. It's important that you employ a reputable person to do the work to make sure it's done to a good

standard. On completion, we may need to inspect the works and you may incur a charge for this. If we're not satisfied, we'll ask that you either put it right or restore it to how it was before you altered it and this would be at your own cost.

If you've already carried out an alteration to your property without getting our written permission, you need to contact us and apply for a *retrospective consent*, which is permission that we give after an alteration has been made. We may still need to inspect the works, you may incur a charge for this and if we have concerns about it, we may ask that you either put it right or restore it to how it was before you altered it. This would be at your own cost.

Selling your property

You do not need our permission before you can sell your home but you may wish to contact us for certain information that will assist your prospective buyer. This includes information about service charges, possible discount repayment and planned major works.

We charge an administration fee for dealing with such enquiries. It's common practice for leaseholders to get a solicitor to act on their behalf in the sale of their property and for the solicitor to make enquiries that would enable the sale. Dealing with such enquiries is outside of the day to day service charges, which is why we make a charge.

If you wish to sell, please contact our Leasehold Team for a management pack. This provides the necessary information to help your sale. Whether or not you employ a solicitor to act on your behalf in the sale of your property, we aim to deal with the enquiries you make about your sale as quickly as possible.

Repaying your discount

For those who bought their properties under the right to buy or the preserved right to buy, there are restrictions on selling within the first three to five years, depending on when you bought. It's important that you check your lease, as you may need to repay some, or all, of the discount given to you.

It's important that you know what to do in order to make your home safe. Section 9 tells you some simple steps that can be taken to prevent accidents, injury or death in your home.

Informing us about sale completion

Once you complete the sale of your property, the buyer will need to inform us within one month that the property has been transferred to them. They will need to do this by sending us a legal document called a *Notice of Assignment*. They will also need to pay a fee for the registration of each notice sent in. This will help us to update our records and make sure that we set up the buyer as the new owner.

Keeping pets

Please contact us if you wish to keep a pet your lease or freeholder may prohibit this. If permission is granted you must be able to look after your pet and make sure it doesn't cause a nuisance to other people. If you own a dog, it should be kept under control or on a leash when outside of your home, and should also wear an identity disc. It's important that you do not allow your pet to cause a nuisance to others by fouling the communal areas of the building or estate or by making excessive noise.

Car parking

You can only park cars and motorcycles in the designed areas. If we are concerned about any vehicles parked on the estate, we'll take appropriate action, which may include removal.

You can only carry out minor repairs to your vehicles in designated parking areas. You cannot carry out major car repairs such as painting and car dismantling.

You cannot park on footpaths, pavements, verges or vehicle access paths. We may remove and charge you for untaxed vehicles.

Private gardens

If you have a private garden, you're responsible for looking after it. Please do not dump rubbish in your garden as it causes a nuisance and could be a health and safety issue.



Noise and nuisance

Deliberate noise can be regarded as harassment. Causing noise in the building or estate is a breach of your lease if it causes annoyance to other people. We may take action against you. As the landlord, we could repossess your property if necessary. In addition, your local authority has the power to take legal action against you and to impose a fine.

If you are experiencing noise nuisance in your home, here are some simple steps that may help you to resolve the problem:

- inform us about the problem
- speak to the person causing the noise, in a reasonable way, if it's safe to do so

- if the noise continues, keep a diary of the times, dates, frequency and duration of the noise. These may be produced in court as evidence.

If the noise continues we'll consider taking legal action against the offender. We'll also advise you to seek advice from the Environmental Health Protection Team of your local authority. They may attend and measure the level of noise if necessary.

Please note that as a leaseholder, you're responsible for the actions of your tenants if subletting your property, your or your tenant's visitors and people in your household.



Antisocial behaviour

This can be noise that is unwanted, antisocial, and interferes with peoples' enjoyment of their homes. Other forms of antisocial behaviour include:

- abuse of a physical, racial, emotional or sexual nature
- using intimidating language or actions
- sending intimidating notes or letters
- noise such as loud music, television, shouting, slamming doors and excessive DIY
- nuisance caused by noisy children, ball games in inappropriate areas, or by vandalism or trespassing
- nuisance caused by pets, such as barking dogs and the fouling of common areas
- nuisance caused by untaxed or abandoned vehicles, or by vehicle repairs in unpermitted areas
- gardens can also become a nuisance if they are overgrown or filled with rubbish
- attacks on property, such as graffiti.

We do not tolerate any form of antisocial behaviour from any of our residents, whether against other residents or our staff. As a leaseholder you would be breaching your lease and risk losing your home. We'll also report any incident of harassment to the Police and where there is sufficient evidence, we'll take legal action.

Please note that as a leaseholder, you're responsible for the actions of your tenants if subletting your property, your or your tenant's visitors and people in your household.

If you are experiencing harassment or are being directly affected by the actions of someone else, contact us as soon as possible and we'll investigate. Some of the remedies that the court may grant include an *injunction* against the offender.

If there is a need to arrange mediation for neighbours in dispute, we'll do this with the agreement of both parties.

Getting involved

As a leaseholder, there are many ways that you can get involved in the decisions made about your home.

We have both statutory and non statutory ways of involving you. We may ask for your views through a survey. This is to make sure we know what you want and to help us continually improve our services to you.

We also have a Leasehold Service Task Team which is made up of leaseholders, shared owners and managers from the Leasehold Team.

The service you receive is debated and provides both leaseholders and shared owners with a voice. If you want to get involved, contact the Leasehold Team.

You have statutory rights for involvement through consultation, while the non statutory ways are those we develop out of good practice to get your views on how we should manage your home and community.

Complaints and compliments

Our aim is to provide you with the best possible service but there may be times when things don't go smoothly. If you are unhappy about any aspect of our service, please contact us so that we can look into the matter and try to resolve it to your satisfaction.

We'll take your concerns seriously and try to resolve any problems quickly. We'll also record it so that we can learn from it. If we're not able to resolve your complaint immediately, we'll advise you when we hope to be able to do so and aim to inform you of the outcome of our investigations within ten working days.

If you're pleased about something we've done or the service provided, let us know. By doing this, we can see if we can change other services to get the same result.

Leasehold valuation tribunal

If you have concerns about your service charge and the way it's been calculated, please contact us as soon as possible. We'll look at how we can help and reply to you within 28 days. If your concern is about the reasonableness of the charge or any other aspect of your lease, you may be able to take your case to the Leasehold Valuation Tribunal (LVT), also known as the Residential Property Tribunal Service.

The LVT deals with matters like the reasonableness of service charges and other matters of your lease.

You may have to pay a fee in order to have your application dealt with.

Independent Housing Ombudsman

The Ombudsman deals with matters of maladministration and is independent from us. Where you feel that we have not followed our organisation's policy and procedure in dealing with your case, you may take the matter to the Ombudsman. Please note that the Ombudsman will only deal with your case if you've followed our internal complaints procedure.



LIVING SAFELY IN YOUR HOME

In this section

Fire and smoke

Water

Gas and electricity servicing

Condensation

Pest control

Burglary

Fire and smoke

Make sure that you know where the fire escape routes are in the building. If you notice any obstructions blocking the escape route, if possible remove it, or report it immediately to your caretaker or our maintenance team. Don't leave self closing fire doors wedged open or remove the locking devices. We'd recommend that you have smoke alarms fitted in your property and that you change the batteries regularly. If your smoke alarm disturbs you, don't be tempted to remove the batteries, as you may not be able to put them back before an incident happens. You can buy smoke alarms cheaply from most grocery stores and if you are aged 60 and over or disabled, you may be able to get help towards the purchase. More information about this is available from your local authority.

If you see fire or smoke in your home:

- don't try to put it out unless you can do so safely and quickly without causing unnecessary risk or injury to yourself and others
- close all doors and windows to prevent the smoke spreading and being fuelled by wind
- leave your property immediately making sure that no one is left inside the property

- call the emergency services on 999 for help, telling them the location of the fire.

If you notice smoke or fire on another property, contact the emergency services on 999 immediately. Do not put yourself at unnecessary risk. It may be safer to stay in your property unless advised to go out by the Fire Service.

If the fire is in the communal areas of the building, raise an alarm, leave the building immediately, call the Fire Service and follow their advice.

Water

It's useful to know where the water stopcock is located at your property. This will make it easier if you have to turn off the stopcock in an emergency. If you are going to be away from your property for a long period, make sure that you turn off the stopcock before you leave in order to prevent flooding and damage to your property or that of other residents.

Remember to check your pipes, water tank and appliances such as the washing machine regularly. In cold weather, covering areas of your pipes that are exposed with a material such as foam could prevent your pipes from bursting. Remember to take out plugs to allow water to flow freely down the drains.

If you have a flood, call a plumber immediately and try to collect escaped water with buckets. If you get flooded, you may be able to claim on the buildings insurance if the damage is structural. If your personal belongings or contents of your property are damaged, you will need to claim on your contents insurance.

Gas and electrical servicing

You have a responsibility to make sure that your gas appliances, flue and pipes are serviced and maintained regularly. You should arrange for your gas appliances to be serviced annually to make sure that they work properly and to prevent carbon monoxide poisoning. You can't smell or see carbon monoxide but it is dangerous and can kill. We recommend that your gas servicing is done by a Gas Safe registered engineer.

If you notice a gas leak on your property, call TRANSCO immediately. TRANSCO is an organisation responsible for transporting and distributing gas to your door.

You can get them at any time of the day or night. They will advise you on what to do.

You also have a responsibility to have your electrics and appliances regularly tested for safety.

Condensation

Condensation is where there is too much water collection in the air and this can cause damage, such as wood rot. Condensation happens when cold and warm air mix. It's usually near the windows, in bathrooms and cupboards and the damage it causes can be expensive to treat.

To reduce condensation:

- heat your property sufficiently in order to dry it out
- after having a bath, open the bathroom window and close the door to prevent steam escaping into other parts of your home
- reduce the heat when you are cooking so that your food doesn't boil or cook rapidly
- use extractor fans if you have them
- dry clothes outside of the property
- run the cold water before the hot when having a bath
- move large item such as wardrobes away from walls
- use a dehumidifier if you have one.

Pest control

If you experience problems with pests such as rodents and insect, it is your responsibility to deal with these. You may need to contact the pest control section of your local authority who will advise you what to do. You may get a free service for rat and cockroach infestations from your local council but for others such as mice and fleas, there may be a charge.

Some of the steps you can take to prevent this before it happens include:

- clean your cupboards regularly
- clean up food droppings from your floor
- make sure your property is clean
- keep scraps of food well wrapped and stored away if still needed, if not, throw them away
- cover your bin and do not allow it to overflow
- if you have pets, keep them clean and well looked after.

Burglary

Make sure that you know the identity of people that you let into your property and if you are unsure, the best approach is not to let them in until you check and are satisfied that they are who they say they are.

Our staff and contractors will always provide identification when they call at your home.

If you are in any doubt as to their identity, please call us on 0300 100 0303 before allowing them in.

You can get good advice on home security from the crime prevention unit of your local Police station.

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YOUR QUESTIONS ANSWERED

In this section

Frequently asked questions

What dates does the financial year run from and to?

Please refer to your lease or contact the Leasehold Team for further information.

What are estimated service charges?

Before the start of the financial year we'll estimate your service charges based on what we expect the expenditure to be for providing each service.

When will I receive them?

If you are charged upon estimate you'll receive a summary for the whole year's estimate and a notice for the ground rent at the start of your financial year as stated in your lease. An invoice for payment of the first half year's estimate and the ground rent will be sent to you at the same time.

An invoice for the second half year's estimate will be sent to you six months after the start of the financial year. This invoice will also include an adjustment for the previous financial year's actual costs.

If you are charged for actual costs only, these will be sent to you as soon as the actual costs are produced and an invoice will be issued and due as stated in your lease.

When will I have to pay these?

The first half year service charges are due 14 days after the invoice is served and the second half year estimates are usually sent six months after this date. The adjustment for

the previous year's actuals are sent within 18 months of the estimate. If the actuals are not available within that period a Section 20b notice will be issued advising you of the updated costs known to us at that date.

Does the estimate include ground rent?

No. The ground rent is a fixed sum and is an annual payment payable 30 days from when you receive the notice.

How do I pay the ground rent?

This can be paid on the same invoice as your estimated or if applicable actual charges.

What are actual service charges?

These are the actual costs for the services you received in the previous financial year.

This can be a credit or debit.

When will I have to pay the actual service charges?

The adjustment for the actuals is payable along with the second half year estimate or if you pay on actual only, these will be due when the invoice is sent as stated in your lease.

Do I have a separate major works account?

Yes, this means that your main service charges and major works costs are accounted for on separate accounts.



What is a block charge?

This is a charge that relates to services received for your block only.

What is an estate charge?

This is a charge that relates to services received for a communal area that is shared by a number of blocks.

Can I sublet my property?

You don't need permission from us if you're a leaseholder, but you should give us a correspondence address in England or Wales. Your tenants must not cause nuisance to their neighbours. If they do, action will be taken against you for breach of the lease. If you have a mortgage it's likely that you'll have to notify your lender.

Can I replace my existing windows?

Please refer to your lease and contact us before any structural changes are carried out.

If windows are the responsibility of the landlord and are changed without permission then we could remove them if they don't conform to the appropriate standard and you would be charged for replacements. If windows have been replaced without our permission, you'll be charged your proportion of the replacement window costs for the block. This will be charged even if we haven't changed your windows.

How do I get a breakdown of my service charges?

By contacting the Leasehold Team.

If I have an issue with any service I receive from Affinity Sutton, how do I raise it?

By contacting the Leasehold Team. We'll look into your issue and reply to you.

How do I report a communal repair on my block?

By telephoning the partnered contractor for your area.

Why should I pay for bulk rubbish to be collected?

It's a legitimate charge for your block or estate and is recoverable under the lease. This is not the removal of rubbish from your bins that the local authority collect and is paid for within your council tax. This is rubbish that has been dumped in your block or your estate and needs to be removed. If we establish the identity of the person who dumped the rubbish, we will try to recharge them in full. If not, the charge will be apportioned across the block/estate.

If I don't agree with my service charges do I have to pay them?

If there's an element of your service charge that you don't agree with then you should contact us and tell us which element it is and why you are disputing it. While we're investigating this you must pay the rest of your service charges.

We'll write back to you with the findings of our investigation and if we uphold your dispute then the charge will be reduced or removed, as

appropriate. If we don't uphold your dispute then it will become due for payment. We aim to write to you with an outcome within 28 days of your raising the dispute. If we don't uphold your dispute and you're unhappy with this decision you can apply to the Leasehold Valuation Tribunal (LVT) for a judgement on this.

There is a fee for making an application and more details can be obtained by contacting the LVT.

What is the Leasehold Valuation Tribunal (LVT)?

The Leasehold Valuation Tribunal is a judicial/arbitary panel that deliberate and make judgements on leasehold issues. They can direct whether certain service charges are payable on the grounds of them being reasonable and the work is of a certain quality. They will also make judgements on legal issues such as major works consultation.

Where can I obtain independent advice on leasehold issues?

LEASE – The Leasehold Advisory Service is funded by the Government to provide free legal advice to leaseholders and others on the law affecting residential leasehold.

Where can I obtain independent debt advice?

The Citizens Advice Bureau (CAB) can give this. If you're of pensionable age then Age UK can also give advice.



How to contact us

Telephone

0300 100 0303

Typetalk

18001 0300 100 0303

Email

customerservice@affinitysutton.com

Or you can write to us at

Maple House, 157-159 Masons Hill,
Bromley, Kent BR2 9HY

Website

www.affinitysutton.com

This leaflet is available in large print or audio CD on request.

To request a translation please speak to a member of our reception team or call us.

Ücretsiz tercüme için, telefon idin:

Para obter uma tradução, ligue para:

Ako vam treba prevod, molimo vas nazovite:

Turjumaad ma u baahan tahay?

On offre un service de traduction téléphonique.

Nous disposons également de nombreuses brochures d'informations pouvant être traduites si vous le désirez.

如果需要将其翻译，请致电：

अनुवाद के लिए कृपया फ़ोन करें:

उत्तामे लयी वलरुषा वरवे देन वरवे:

ترجمه کلمے براہ کرم فون کریں:

هل تريد الحصول علي ترجمة؟

আপনার অনুবাদের প্রয়োজন আছে কি ?

需要翻譯嗎？

એક ભાષાંતરની જરૂર છે ?

