



Lambeth

Homeowners' Guide

A guide for the owners of leasehold and freehold properties bought from Lambeth Council

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Introduction

This guide is aimed at people who:

- have recently bought the lease of an ex-Lambeth council property
- have recently bought the freehold of an ex-Lambeth council property
- are thinking of buying from a Lambeth leaseholder or freeholder
- are thinking of exercising their right to buy

This guide will tell you:

- what a lease and freehold transfer are and what they contain
- who is responsible for repairs to your home
- what service charges are and how they are calculated
- how we let you know we are planning to carry out repairs to your building
- how to make claims under building insurance
- what to do if you want to alter, sublet or sell your property

The information given here does not override the terms of your lease or freehold transfer, your statutory rights or those of the council, or any other legal agreement about your property.

If you disagree with the council's interpretation of any part of the lease, you should get your own independent legal advice. A solicitor, a law centre, the [Citizens Advice Bureau](#) or [LEASE](#) (the Leasehold Advisory Service) will be able to help you.

You'll find a list of useful email addresses and numbers at the end of this guide.

We try to ensure this guide is kept up to date, but it's possible that some information may have changed since the most recent version was published. If you are unsure, please contact us.

The lease explained

A lease is a legal agreement about a property between a *tenant* and a *landlord*. Everyone who signs the lease has equal responsibility to meet its terms and conditions. When you buy an ex-Lambeth council property on a long lease, you become a tenant, or "leaseholder". Lambeth Council is the landlord.

The Housing Act 1980 states that leases of properties bought under Right to Buy should run for a period of 125 years from the date the first property in the building was sold.

Your lease will most likely be for 125 years, with some exceptions:

- the council does not own the freehold of the property and is itself a leaseholder, and the term of the council's lease is less than 125 years
- the council is the freeholder, but did not own the freehold of the block until after a property (or properties) in it had been sold on a lease
- a leaseholder has bought an extension to the lease

The lease will include an attached plan that shows the location and boundaries of the property. It will tell you which parts of the property you own and which remain the property of the landlord, who is responsible for repairs, and how service charges should be calculated and paid.

If you do not have a copy of your lease or plan, you can get one from us for a fee. Contact Home Ownership at HMhomeownership@lambeth.gov.uk for further details.

Changing the lease

The lease usually stays the same even if the property is sold again. However, it may sometimes be necessary to change the lease, for example to correct a mistake in the plans. If you and the council agree to correct an error in your lease, we'll arrange a *Deed of Rectification*.

If the lease needs to be varied for some other reason than correcting a mistake, and we agree to the change, this can be done with a *Deed of Variation*. You'll need to instruct and pay for a solicitor to draw up the Deed.

If either you or the council wants to change the lease, but the other party does not agree to the change, an application will have to be made to a court for a decision. The court may not agree to the requested change being made.

If we as the landlord suggest changes to a large number of leases in agreement with leaseholders, the law says that 75% of the leaseholders affected must agree to the change, and not more than 10% object.

Your rights and responsibilities under the lease

Once you've bought a lease, then you and subsequent owners (*successors in title*) have the right to occupy the property for the lease term, provided that:

- you pay your ground rent and all service charges on time. If you do not pay your service charges, the council can add interest on any outstanding amount. The interest is charged at a rate of 4% above the base rate of the Bank of England.
- you pay all other charges relating to the property, such as council tax and utility bills
- you keep your home in good repair and condition
- you do not structurally alter or add to the property without our written permission, including changes to windows and the heating system
- you allow the council access to your home, so we can carry out any repairs which remain as our responsibility under the terms of the lease. We have to give you reasonable notice that we need access, but under certain circumstances the council is allowed to force entry if you deny access
- you allow other leaseholders within the block access, if it's necessary for them to have access in order to carry out repairs to their own property
- you use the property only as a private home
- you let us know if you are planning to let out the property
- you give us a copy of any official notice sent to you about the property, but which was not sent to you by the council
- you do not do anything to cause a nuisance to either the council or your neighbours
- you do not put up any aerials, satellite dishes or notice boards outside your property without prior written permission
- you tell the council if you intend selling or renting out your property during the *discount period*, if you bought under the Right to Buy

You also have rights under the terms of the lease. The most important of these are:

- the right to "quiet enjoyment" of your home
- the right to see information about the service charges and how we have spent money in maintaining the building
- the right to be given notice if we need access to your home, unless it's an emergency

The council's responsibilities under the lease

The landlord also has responsibilities under the terms of the lease. The most important of these are:

- to calculate your service charges in the way the lease specifies
- to keep the building in good repair, including the roof, windows, shared drains, gutters and pipes

- to maintain any communal services, such as lifts, internal and external lighting, and heating
- to maintain any common areas of the estate, such as lawns, communal gardens, playgrounds, estate roads and car parks
- to insure your property for its full reinstatement value and, if necessary, restore or rebuild the building. You'll still need to take out your own contents insurance
- to take action, or help you take action, against a neighbour if they are shown to be causing a nuisance

If we think you have breached the lease

We sincerely hope that no disputes over a breach of the terms of the lease occur. If a dispute does happen, there is a specific process that must be followed.

If we think that you have breached any of the terms or conditions of the lease, we'll write to you to tell you why we think that a breach has occurred, and what you should do about it. This is called *remedying the breach*.

If you do not take action, the council will refer the matter to the court or the First Tier Tribunal for a decision.

If the court or the Tribunal agrees that there has been a breach, and you do not comply with its directions, then the council may serve a notice on you under Section 146 of the Law of Property Act 1925. If you comply with the terms of the notice and remedy the breach, we won't take any further action, but you will have to meet our costs in preparing the notice.

If you still do not comply, the council may ask the court to forfeit your lease. This means that we will ask the court to terminate your lease. If the court agrees, you'll usually get 28 days to remedy the breach. After that time, if you have still not complied, the council will be entitled to repossess your home and evict anybody living in it. If you have a mortgage or other debt secured on the property and your lease is forfeited you still remain liable to your lender for the money you borrowed.

If this happens, you have six months to apply to the court for *relief of forfeiture*. This means that you ask the court to reverse their previous decision and allow you back into the property. It is for the court to decide whether to allow this and what conditions to apply, if any. For example, the court may insist that you pay damages for the breach.

If you think the council has breached the lease

If you think that the council is in breach of any of its obligations under the lease, you should write telling us what it is you think we are doing wrong, and what we should do to remedy the breach. If we agree with you, we'll do our best to put things right. If we do not agree with you, we will write and tell you why we disagree.

If you do not agree with the council's response, or any actions it has taken, then you can refer the matter to the court or the First Tier Tribunal for a decision.

The law relating to leaseholders

The law usually refers to leaseholders as *tenants*.

Under English law, anyone who occupies land or a property is either:

- a freeholder, who owns the land
- a tenant, who owns an interest in the land, but does not own the freehold title to it

As a council leaseholder, you are in law a tenant because the council owns the land on which your home has been built, or in some cases itself owns the lease of the block. For this reason, the law does not usually refer to leaseholders. Instead, it usually refers to “tenants who occupy properties let on leases”.

Statute law relating to leaseholders

The relationship between landlords and tenants is governed by various *statutes* or Acts of Parliament. The most important ones are as follows:

[Housing Act 1980](#) and [Housing Act 1985](#)

The [Housing Act 1980](#) introduced the Right to Buy scheme. It set down conditions that must be included in all Right to Buy leases. These include the starting date of the lease, and the fact that ground rent must be set at £10 per annum. These provisions were later consolidated in the [Housing Act 1985](#). The Housing Act 1985 also deals with management issues after sale, such as discount repayment, service charges in the initial period of the lease, and the term of the lease.

[Landlord and Tenant Act 1985](#)

The most important parts of the [Landlord and Tenant Act 1985](#) are sections 18 to 24. These clauses define:

- what a service charge is
- what information a landlord must give its tenants about service charges
- when and how service charges can be billed
- what rights a tenant has to examine documents and accounts relating to the calculation of the charges

Schedule 1 of the 1985 Act (inserted by Schedule 3 of the [Landlord and Tenant Act 1987](#)) gives you similar rights to inspect all documents relating to the buildings insurance policy.

Leasehold Reform and Urban Development Act 1993

This Act deals with lease extensions. It also introduced legislation allowing leaseholders to join together to purchase the freehold of the block.

Housing Act 1996

This brought in limited powers for local authorities to reduce service charges for major works under certain circumstances, and established the First Tier Tribunal.

Commonhold and Leasehold Reform Act 2002

The Commonhold and Leasehold Reform Act 2002 made significant changes to the way landlords had to notify leaseholders about major works.

The Act also brought in changes in the payment of ground rent, the remit of the First Tier Tribunal, collective enfranchisement and insurance for houses sold on leases.

Housing Act 2004

This Act made changes to the Right to Buy scheme, including changes in the calculation of discount repayment, and the circumstances under which such repayment is due.

Law of Property Act 1925

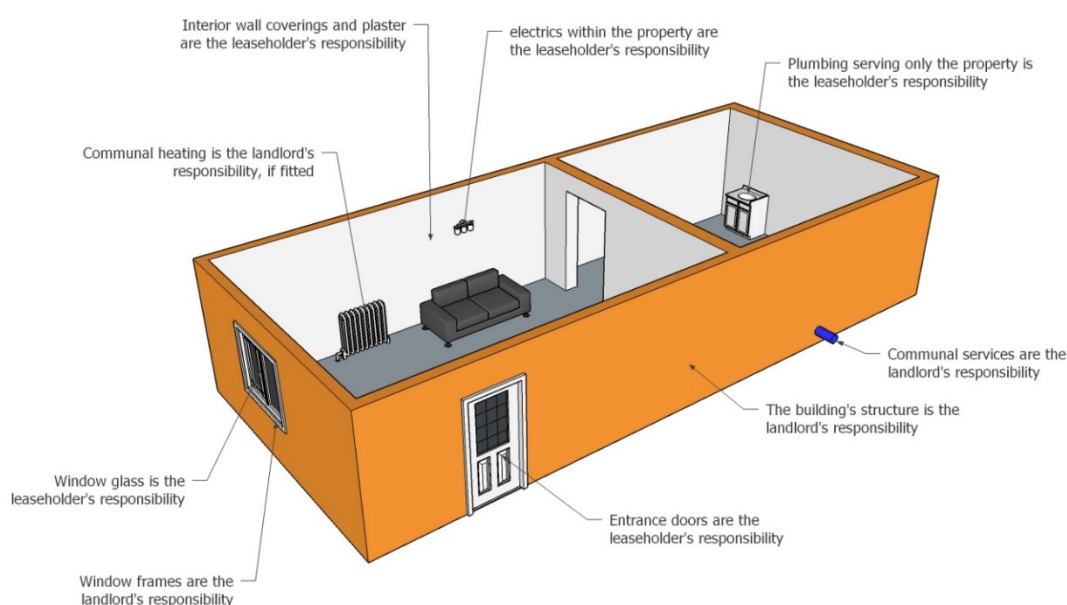
If you breach the terms and conditions of your lease then, under certain circumstances, the council can issue you with a notice under Section 146 of this Act.

Repairs, maintenance and management

The lease defines who has responsibility for different sorts of repairs.

Repairs to the building, its structure and the communal services are carried out by the council. If you see any problems with the building that you think need to be repaired, please report it to us.

Most repairs to the interior of your home are your responsibility, although some will be carried out by us. If your home has a communal heating and hot water system, we'll carry out repairs and maintenance to it. If you're in doubt about who is responsible, check your lease, or contact us and we will try to help.



Reporting problems

You can report a communal repair issue to us through our website:

www.lambeth.gov.uk/council-tenants-and-homeowners/repairs-and-health-and-safety/request-a-housing-repair

Remember that most repairs inside your home will be your responsibility, except for problems with the communal heating system or other communal services. As a resident you still have the right to report other problems with your building and estate.

Some repairs are classed as emergency repairs. These are typically those which could cause a serious risk if not attended to quickly, including:

- lift breakdown

- total loss of power to a block
- total loss of mains water supply to a block

To report an emergency repair, you should call us on 0207 926 6000.

If you own a freehold property

If your home is a freehold property, you'll be responsible for repairs to the structure of your home. Your freehold Transfer might include special provisions for any structures shared with neighbouring properties, such as roofs or party walls. Please make sure that you are aware of what your Transfer says.

If you pay estate service charges because your freehold property is located on an estate, you can still contact us about repairs which might need to be carried out to communal areas of the estate.

Management of the block and estate

Most block and estate management will be carried out through your Area Office. If you notice problems with any estate services, such as cleaning, your Area Office will be able to help.

You should also speak to your Area Office about other management issues, such as replacement keys for communal doors in the block.

Contact details for the Area Offices are given at the end of this Guide.

Service charges

As the landlord, we'll sometimes need to carry out repairs and maintenance to your building or estate.

Your lease says that you should pay a proportion of the cost of carrying this work out. This is known as a service charge. The lease also says how the service charge should be calculated, when invoices will be sent to you, and how they should be paid.

There are two types of service charges:

- 'day to day' service charges are invoiced yearly. They cover the cost of services provided year round, like caretaking and cleaning.
- capital or major works service charges. These are invoiced from time to time to cover the cost of major works projects.

How we invoice service charges

Day to day service charges are invoiced each financial year. The financial year runs between 1 April and the following 31 March.

Before the start of each financial year, we'll send you an estimated invoice for day to day service charge costs that we expect to spend during the year.

At the end of the year, we'll work out how much was actually spent. We will notify you of the actual amount within six months of the end of the year. You'll get a further invoice when the spend was higher than estimated, and when it was lower than estimated you'll get a credit note.

The billing cycle repeats every year.

How we calculate your day to day service charge invoice

For most services, the charge will be calculated in the following way:

- if the service is provided to a block, the charge is based on the total cost of the service shared across the whole block
- if the service is provided to an estate, the charge is based on the total cost of the service shared across the whole estate

In both cases the charge is apportioned using the Rateable Value (RV) of the property. For a block service, the RV of the property is compared to the total RV of the block. For an estate service, the RV of the property is compared to the total RV of the estate. For example:

Block services calculation

$$\frac{\text{Total block cost}}{\text{Block RV}} \times \text{Property RV} = \text{your contribution}$$

Estate services calculation

$$\frac{\text{Total estate cost}}{\text{Estate RV}} \times \text{Property RV} = \text{your contribution}$$

The Rateable Value of your property was set by the Valuation Office Agency. It took account of the number of rooms, the size of the property, and other factors.

It is possible for identical properties to have different Rateable Values, even in the same building. This means that sometimes different properties in the same block can have different charges.

Service charges for freehold properties

If you're a freeholder, but your home is on an estate, you might have to pay day to day service charges for services provided to the common parts of the estate.

Services making up the day to day service charge

There are a number of services making up the day to day service charge. Some are provided to the block, some to the estate, and some are split into block and estate components.

You'll only be charged for services that are provided to your block or to your estate. Some services are provided every year. Others will only be charged if any work is carried out during that year.

Boiler repairs and maintenance

What is the charge for?

If your home is supplied by a communal heating system, we'll recharge a proportion of the cost of repairs we carry out to the system during the year. These repairs include:

- repairs carried out to the system within individual flats
- repairs and maintenance carried out to equipment in the boiler house
- repairs and maintenance to the communal pipework

The charge will include an amount for yearly scheduled maintenance and testing.

How is my share calculated?

We calculate the total amount that was spent on the system during the year. The total is then apportioned among all the properties connected to the system.

If you live in a block without a communal heating system, you won't be charged.

When will I be charged?

You may be charged an estimate at the start of the year. You'll only receive an actual charge when work was carried out during the year, but in practice at least some work or scheduled maintenance will be necessary each year.

Building insurance

What is the charge for?

As the freeholder, we have to take out building insurance on your behalf. The insurance means that the structure of the building can be repaired if it is damaged. It also means that you can make a claim if problems with the building cause damage to your home.

The most effective way for us to arrange insurance for leaseholders is to take out a policy for all properties with a single insurer.

We'll send you a copy of the insurance policy every year. The policy will give details of what is covered. You can find more information in the Insurance section of this guide.

How is my share calculated?

You are charged a proportion of the total cost of our insurance contract.

When will I be charged?

You'll receive a charge for buildings insurance every year.

CCTV

What is the charge for?

Some blocks are provided with CCTV service to help resident security.

The CCTV charge covers:

- system costs
- repairs to the system during the year
- a proportion of the staff cost of monitoring the system

You'll only be recharged if a CCTV system is present in your block.

How is my share calculated?

The charge is calculated based on the yearly contract cost of the CCTV service and the number of cameras serving your estate. The cost is apportioned using the Rateable Value.

When will I be charged?

You'll receive a charge for CCTV provision every year.

Cleaning

What is the charge for?

We provide a cleaning and caretaking service to our estates and to any blocks that have communal areas. Our contractors carry out:

- sweeping and litter picking on estates
- bulk rubbish removal on estates
- cleaning and mopping of communal areas in blocks
- lift cleaning
- periodic deep cleaning of rubbish chutes and bin chambers
- graffiti removal

Cleaning is carried out to a set schedule. This is usually daily for estates, and twice a week within individual blocks, but can be different depending on the size of the block or estate.

Our contractors' performance is monitored by the Estate Services team. In estates or blocks that are managed by a Tenants Management Organisation (TMO), the TMO will check the quality of the cleaning service.

How is my share calculated?

The charge is calculated based on the yearly contract cost. As this is known in advance, the estimate you receive will be based on the actual cost of the contract. The contract terms mean that the cost will increase each year.

When will I be charged?

You'll receive a charge for cleaning every year.

Communal electricity

What is the charge for?

This is a charge for the supply of electricity to communal areas. The charge is split into block and estate costs.

Block charges are for:

- electricity used in lighting any communal areas or staircases
- electricity used in operating the lifts
- the cost of replacement light bulbs used in communal areas
- rental costs for electricity meters

Estate charges are for:

- electricity used in lighting communal areas or paths on the estate

How is my share calculated?

The charge is calculated based on the metered costs of electricity supply and any other costs attributed to your block or estate.

If you live in a block or on an estate without a communal electricity supply, you won't be charged.

When will I be charged?

You'll receive a charge for communal electricity every year, if the service is present.

Communal electrical maintenance

What is the charge for?

This is a charge for maintenance of the communal electrical systems in your block. It includes:

- replacement of failed lamp fittings
- checking faults on lamp columns, photocells and time switches
- periodic inspections of the building for electrical issues

How is my share calculated?

The charge is calculated based on any work that has been carried out in your block during the course of the year.

If you live in a block without a communal electricity supply, you won't be charged.

When will I be charged?

You may be charged an estimate at the start of the year. You'll only receive an actual charge if work was carried out on your block during the year.

Communal ventilation maintenance

What is the charge for?

Some blocks are provided with a communal ventilation system for their kitchens and bathrooms.

The system will usually be ventilated by a central fan mounted on the building's roof and which is connected to vents within individual flats. The charge covers maintenance and repairs to the fan or to other parts of the system.

How is my share calculated?

The charge is calculated based on any work that has been carried out in your block during the course of the year.

If you live in a block without a communal ventilation system, you won't be charged.

When will I be charged?

You may be charged an estimate at the start of the year. You'll only receive an actual charge if work was carried out on your block during the year.

Communal water quality

What is the charge for?

Many blocks have communal cold water tanks and other communal water services.

The charge covers the cost of maintaining these communal water services and repairing them if there are any problems. It is also necessary to inspect cold water tanks periodically to ensure they are in a good, safe condition.

How is my share calculated?

The charge is calculated based on the overall cost of the inspection contract along with any work that has been carried out in your block during the course of the year.

If you live in a block without communal water services or tanks, you won't be charged.

When will I be charged?

You may be charged an estimate at the start of the year. You'll only receive an actual charge if work was carried out on your block during the year.

Communal window cleaning

What is the charge for?

This charge covers the cost of the contract for cleaning the communal windows in your block, if any are present. The contract states that any communal windows should be cleaned quarterly, including the inside of all communal windows and the outside of all communal windows up to the block's third floor.

The contract does not cover the windows of individual properties.

The contract quality is monitored and spot checked by the Estate Services team. In estates or blocks that are managed by a Tenants Management Organisation (TMO), the TMO will check the quality of the cleaning service.

How is my share calculated?

The charge is calculated based on the total contract costs along with the costs of any in-house staff involved. The total cost is then apportioned to your property using its Rateable Value (RV).

If you live in a block without any communal windows, you won't be charged.

When will I be charged?

You'll receive a charge for window cleaning every year, if any communal windows are present.

Concierge

What is the charge for?

This charge covers the cost of providing a concierge service to some blocks.

The concierge staff help give extra security by preventing unauthorised people from entering the building.

How is my share calculated?

You are charged a proportion of the staffing costs of the concierge service. If you live in a block without a concierge, you won't be charged.

When will I be charged?

You'll receive a charge for the concierge service every year.

Disinfestation

What is the charge for?

This charge covers the eradication of pests, such as mice or cockroaches, where they have affected more than one property.

The service is provided by a combination of our staff and outside contractors. Our own Public Health and Environmental Services department monitors the quality of the service and carries out quarterly inspections.

The charge is treated as a block cost because infestation can easily spread between different properties in the same block.

How is my share calculated?

The estimate is calculated using planned and quarterly maintenance costs drawn up by our Environmental Services team on a block by block basis.

These costs are then apportioned to your property using the Rateable Value.

When will I be charged?

You'll receive an estimate cost for disinfestation if your block is scheduled to receive a treatment by our Environmental Services team. Should the treatment not be carried out then this cost will be refunded to you when the actual costs for the year are issued.

Door entry system

What is the charge for?

This charge covers the provision of an entry phone or for similar security system, if one is fitted to your block. It includes any repairs and maintenance necessary to the system during the course of the year.

How is my share calculated?

The charge is formed of two elements: a planned preventative maintenance contract and any responsive repairs that fall outside the scope of the contract. The costs are specific to each block and are apportioned using the Rateable Value.

If you live in a block without a door entry system, you won't be charged.

When will I be charged?

You'll receive a charge for the door entry system every year, if one is present.

Dry riser

What is the charge for?

This charge covers the maintenance of the dry riser system in some blocks.

A dry riser is a system of pipework usually installed in buildings with floors 18 metres or more above ground level. The pipework enables the Fire Service to deliver water at high pressure to the upper floors of a building in the event of a fire.

How is my share calculated?

The charge is formed of two elements: a planned preventative maintenance contract and any responsive repairs that fall outside the scope of the contract. The costs are specific to each block and are apportioned using the Rateable Value.

If you live in a block without a dry riser system, you won't be charged.

When will I be charged?

You may be charged an estimate at the start of the year. You'll only receive an actual charge if work was carried out on your block during the year.

Fire ventilation maintenance

What is the charge for?

This charge covers the maintenance of the automatic ventilation system installed in some blocks.

In the event of a fire, the system is designed to open smoke ventilation windows in some enclosed areas of the building.

How is my share calculated?

The charge is formed of two elements: a planned preventative maintenance contract and any responsive repairs that fall outside the scope of the contract. The costs are specific to each block and are apportioned using the Rateable Value.

If you live in a block without a ventilation system, you won't be charged.

When will I be charged?

You may be charged an estimate at the start of the year. You'll only receive an actual charge if work was carried out on your block during the year.

Grounds maintenance

What is the charge for?

This charge covers the maintenance of the communal gardens and grassed areas on estates. The terms of your lease require you to make a contribution towards maintenance of these areas.

We employ a contractor to:

- cut the grass regularly during the growing season
- maintain any shrubs and bushes in the communal gardens
- maintain any flowerbeds in the communal gardens

The maintenance schedule for your estate will be posted in the entrance hallway of your building. We'll usually cut the grass every six weeks, but this may be affected by bad weather.

The contract quality is monitored by the Estate Services team. In estates or blocks that are managed by a Tenants Management Organisation (TMO), the TMO will check the quality of the service.

How is my share calculated?

The estimate is calculated using the total contract cost, apportioned using your property's Rateable Value. The exact calculation method is set out in your lease.

If you live on an estate without communal gardens, you won't be charged.

When will I be charged?

You'll receive a charge for grounds maintenance every year.

Hot water and heating

What is the charge for?

If you're connected to a communal boiler system, you'll be charged for the supply of your heating and domestic hot water.

Repairs and maintenance to the system are covered by a separate charge.

How is my share calculated?

At present there is no method for metering individual use.

Each property is allocated a share of the energy costs incurred by the communal boiler they are connected to.

If you live in a block that isn't connected to a communal boiler, you won't be charged.

When will I be charged?

You'll receive a charge for heating and hot water every year, if you're connected to a communal system.

Lightning protection

What is the charge for?

This charge covers the maintenance of the lightning conductors and associated equipment in some blocks.

How is my share calculated?

The charge is formed of two elements: a planned preventative maintenance contract and any responsive repairs that fall outside the scope of the contract. The costs are specific to each block and are apportioned using the Rateable Value.

If you live in a block without lightning protection equipment, you won't be charged.

When will I be charged?

You'll receive a charge every year, if equipment is present.

Lift services and repairs

What is the charge for?

We carry out regular maintenance each year to our lifts. As well as yearly maintenance, the contract covers callouts and emergency repairs. These maintenance and repair costs are covered by the lift services charge.

If your block has a lift, you'll be required to contribute towards lift maintenance even if you live on the ground floor.

How is my share calculated?

The estimated costs of the lift servicing contract are applied to each block with a lift, and then apportioned using your property's Rateable Value.

If you live in a block without a lift, you won't be charged.

When will I be charged?

You'll receive a charge for lift services and repairs every year.

Repairs and maintenance

What is the charge for?

This is a charge for minor repairs and maintenance carried out to communal areas. The charge is split into block and estate costs.

Block charges are for:

- repairs carried out to the communal areas of the block
- repairs to the lift not covered under the lift service contract, if a lift is present

Estate charges are for:

- repairs carried out to estate pathways and roads
- repairs carried out to any communal estate structures such as boundary walls
- repairs carried out to estate services, such as repairs to lighting columns not covered under the communal electrical maintenance charge

You won't be recharged for repairs to individual properties, or to other blocks on your estate.

How is my share calculated?

As we don't know in advance what repairs might be necessary within a financial year, we'll base the estimate on the average cost spent in the previous financial year, plus inflation.

At the end of the financial year, we'll produce a certified summary of costs including a list of the repairs actually carried out on your block and estate. You'll only have to pay towards repairs that were actually carried out.

When will I be charged?

You'll receive a charge for repairs every year.

Tree maintenance

What is the charge for?

This charge covers the cyclical and day to day maintenance of the trees on our estates and around residential blocks.

The trees are regularly inspected by the Lambeth Tree Service. We employ a specialist contractor to help with pruning, felling and planting as necessary.

How is my share calculated?

You are charged a proportion of the cost of the specialist contract, along with internal costs.

When will I be charged?

If your block or estate is affected by this service, you'll receive an estimate each financial year. The cost will be adjusted to reflect the actual work carried out by our Tree Service team to your block or estate's trees when the actual costs invoice is issued.

TV aerial

What is the charge for?

This charge covers the maintenance of the communal TV aerial equipment in some blocks.

The communal aerial should provide good quality reception through an aerial socket in the living room of each flat. Under the terms of your lease, you'll be charged for maintenance of the aerial system whether you use it or not.

How is my share calculated?

The charge is calculated based on the responsive repairs carried out to your block TV aerial system.

If you live in a block without communal aerial equipment, you won't be charged.

When will I be charged?

You'll only receive an actual charge if work was carried out on your block during the year.

The costs incurred in managing the contracts and services above are included in the costs for each service.

The management charge and ground rent

As well as the services making up the day to day service charge, your estimate will include a management charge and a sum for ground rent.

The ground rent is defined in your lease and is fixed every year. Most leaseholders will pay £10 yearly, though some properties sold at auction may be charged a different ground rent.

Most leases also allow us to charge a management charge of a minimum of 10% of the invoice cost (excluding the ground rent and the management charge itself). The management charge goes towards covering the cost of administrating and calculating the service charges. We'll charge a fee of 16.5% unless your lease states otherwise.

Your service charge invoice

You'll receive your estimated service charge invoice shortly before the start of the financial year.

The information you receive will include several other documents:

- a covering letter
- a summary of service charges for the year
- the invoice for estimated day to day service charges
- a breakdown of the estimate
- a statutory notice of the ground rent payable

- a standing order mandate

The layout of the summary, invoice and breakdown is shown below:

Summary of the estimated service charge due for the financial year 01 April 2017 – 31 March 2018

PROPERTY ADDRESS:	
ACCOUNT NUMBER:	PROPERTY REFERENCE NUMBER:
ESTATE:	BLOCK:
ESTATE RV:	BLOCK RV:
DWELLING RV:	FINANCIAL YEAR: 2017/2018
Total estimated service charge due for year: (€)	
Day to day annual service charges	1268.72
Major works service charges	0.00
Total due for payment	1268.72

The Landlord and Tenant Act 1987 Section 47 & 48
The name of your landlord is: The Mayor and Burgesses of the London Borough of Lambeth
The address at which notices may be served is: Lambeth Town Hall, Brixton Hill, London, SW2 1RW

Homeownership Services
London Borough of Lambeth
Lambeth Town Hall
Brixton Hill
London SW2 1RW

Telephone: 020 7506 7132
Email: HHomeownership@lambeth.gov.uk
Website: www.lambeth.gov.uk

Service charge summary

The summary lets you know the total service charge invoice for the financial year. It includes:

- The address, account number and reference number
- The block and estate Rateable Value, and your home's RV
- The total of all day to day and major works service charges (if any) for the year

DAY TO DAY ANNUAL SERVICE CHARGE INVOICE

Enquiries in connection with this invoice should be referred to:
Homeownership Collections Team
Tel: 020 7526 7132
Email: hmhomeownership@lambeth.gov.uk

INVOICE NUMBER:

V.A.T REGISTRATION NO: 295 084 435
Date: 28 March 2017

Estimated day to day annual service charge for the financial year ending 31 March 2018	
Property reference number:	
Property address:	
Estimated day to day annual service charge for the financial year ending 31 March 2018	1258.72
Ground Rent	10.00
TOTAL AMOUNT DUE €	1268.72

Terms of payment: 12 equal monthly instalments (April to March) on the first day of each month.


Homeownership Services
London Borough of Lambeth
Lambeth Town Hall
Brixton Hill
London SW2 1RW

Telephone: 020 7506 7132
Email: HHomeownership@lambeth.gov.uk
Website: www.lambeth.gov.uk

Service charge invoice

This document is the formal invoice for day to day service charges. It shows:

- Your address
- The invoice number. You should use this when paying.
- Date of issue and VAT registration number
- Terms of payment
- The total amount due, including ground rent



**Estimated day to day service charges for the financial year
01 April 2017 to 31 March 2018**

FORM: 04/01/17 (02/02/2017)

ADDRESS:		
INVOICE NUMBER:		
ACCOUNT NUMBER:	PROPERTY REFERENCE NO.:	
ESTATE:	BLOCK:	
ESTATE RV: 3909	BLOCK RV: 1725	
DWELLING RV: 211	FINANCIAL YEAR: 2017/2018	
BLOCK SERVICES	BLOCK COST	PROPERTY CHARGE
Boiler Repairs And Maintenance	0.00	0.00
Cleaning	2348.35	287.25
Communal Electricity	304.59	37.26
Communal Electrical Maintenance	0.00	0.00
Communal Ventilation Maintenance	0.00	0.00
Communal Water Quality	242.87	29.71
Communal Window Cleaning	115.43	14.12
Concierge	0.00	0.00
CCTV	0.00	0.00
Disinfestation	178.14	21.79
Door Entry System	385.21	47.12
Dry Riser	0.00	0.00
Lightning Protection	0.00	0.00
Lift Services & Repairs	0.00	0.00
Fire Ventilation Maintenance	0.00	0.00
Repairs And Maintenance	1453.99	177.85
TV Aerial	0.00	0.00
BLOCK EXTERNAL SERVICES		
Cleaning	0.00	0.00

Homeownership Services
 London Borough of Lambeth
 Lambeth Town Hall
 Station Hill
 London SW2 1RW

Telephone: 020 7269 7132
 Email: H0Homeownership@lambeth.gov.uk
 Website: www.lambeth.gov.uk

Breakdown of estimate

This document breaks down the costs that make up the invoice. It shows:

The Rateable Value and other property details

The cost of each block service and the amount charged to your property

The cost of estate and other services and the amount charged to your property

Paying your service charge invoice

All service charge invoices now have a unique 9 digit invoice number. This means that you can make payments directly against that invoice, and easily see which year payments or adjustments relate to.

You'll also have a 9 digit account number. Your account balance is the sum of the balances of all the invoices on your account, for day to day service charges and major works. If you don't quote a specific invoice number with your payment, the payment will be automatically allocated to the oldest invoice on the account.

Terms of payment

You can pay invoices in full as you receive them, but your lease also allows you to pay your day to day service charge estimate in 12 equal monthly instalments, April-March, on the first day of each month.

Payment methods

Online	You can pay online and see details of other payment methods at: https://www.lambeth.gov.uk/council-tenants-and-homeowners/homeowners/pay-your-service-charge
Standing order	You'll receive a standing order mandate with each estimate. If you want to pay by this method, complete the form and return it directly to your bank.
By phone	You can call the collections team to pay by debit or credit card on 020 7926 6700 from Monday – Friday, 9am-5pm. Outside working hours you can call our 24 hour automated payment line on 020 8290 2086. Please choose option 5 and note the reference number given, as this will form your receipt.
In person	You can pay by debit or credit card, cash or cheque using the kiosks at: Lambeth Civic Centre, 6 Brixton Hill, SW2 1EG The office is open Monday-Friday, 9am-5pm.
By swipe card	If you can't pay in any of these ways, you should contact your housing office or contact Home ownership services on 020 7926 6700 to order a swipe card. When you receive your swipe card you can pay your service charge by PayPoint logo presenting your card together with your payment at any Post Office (Post Offices will accept cheques) or high street shops or retailers displaying the PayPoint 'PP' sign. You will be given a receipt for your payment.
By post	You can pay by cheque through the post. Cheques should be made payable to "London Borough of Lambeth". Write your address and 9 digit invoice number on the back of the cheque, and send to: London Borough of Lambeth, Homeownership Services, PO Box 734, Winchester SO23 5DG Please enclose a stamped, self-addressed envelope if you need a postal receipt.

Actual costs adjustments

Once we've calculated the actual costs we spent during the financial year, we'll notify you of any adjustment we make against the estimate. This should take place in the autumn (September or October) following the end of the financial year.

If we spent less than the estimate, you'll be sent a credit note. The credit will be offset against anything outstanding on the original estimate and then against any other outstanding invoices. If there's nothing outstanding, you can claim it back as a refund.

If we spent more than the estimate, you'll be sent an invoice. You'll need to make arrangements to pay the invoice within 28 days.

Major works

Major works charges are for large, one-off works carried out to your block or estate. They are classed as major works if the cost of the works is greater than £250 per resident. This means that by law we have to tell you about the works and costs in a specific way.

Major works may typically include the following:

- replacement of roofs and windows
- structural or brickwork repairs
- redecoration of communal areas
- work on heating pipes, or other communal systems

Many major works projects can include the use of scaffolding, which is a legitimately rechargeable cost.

However, the works can include any type of repair where the cost is above £250.00 per leaseholder. It's advisable to save a sum monthly to cover these potential costs in the future.

How we consult with you on major works

Major works are governed by Section 20 of the Landlord and Tenant Act 1985. This is a piece of legislation that sets down the rules for how landlords must let leaseholders know they are planning to carry out work. When we know that work to your building or estate is necessary, we'll follow these rules when writing to you.

Qualifying Long-Term Agreements

Most major works that we carry out are under *qualifying long-term agreements*.

The council will from time to time enter into long-term contracts with providers for goods and services. For example, we might employ a contractor to carry out a particular type of repair.

We'll carry out a Section 20 consultation with you where this service includes works that may affect your property during the next 12 months. This doesn't necessarily mean that any work will be carried out that involves your home, but it will give you the chance to comment on our proposals.

If we do decide to carry out work affecting your property, and the cost of the work is likely to exceed £250.00, you should expect to receive a document called a *Notice of Intention*. This should give you:

- a general description of the works we intend to carry out
- the reason why the works are necessary
- the estimated cost of the works and your estimated contribution

You'll have 30 days to make comments to us on the Notice of Intention.

Other major works contracts

We will use a different consultation process for major works not carried out under a long-term agreement. For this type of contract, you should expect to receive the following documents:

A *Notice of Intention*. This should give you:

- a general description of the works we intend to carry out
- the reason why the works are necessary
- the right to nominate a contractor, if this is applicable

You'll have 30 days to make comments to us on the Notice of Intention.

Following the Notice of Intention, you should receive a *Notice of Proposal*. This should give you:

- details of at least two estimates we have received from contractors

You'll have 30 days to make further comments on the estimates.

Finally you'll receive a *Notice of Award of Contract*. This should tell you:

- the contractor we have chosen to carry out the work
- the reasons they were chosen
- a summary of the observations and comments we received

The council will reply in full to any observations you make, but you cannot refuse permission for the works to go ahead. If after the consultation process you're still unhappy with the quality or cost of the works, you can apply to the First Tier Tribunal.

Copies of the above notices will also be sent to any *Recognised Tenants' Association* (RTA) representing the homeowners involved. The RTA will also be able to nominate a contractor.

Notifying you of major works costs

Section 20B of The Landlord and Tenant Act also specifies that when costs are incurred carrying out work, a landlord has to do one of the following within 18 months:

- send the leaseholder a demand for payment
- send the leaseholder a notification that costs have been incurred, and that they will have to pay at a future date

The 18 month period starts either when the landlord has received a demand for payment from the contractor or when the landlord makes payment, whichever comes first.

When we've carried out major works, we may send you a notification when costs have been incurred by us, in line with this rule. This isn't an invoice or demand for payment, but instead lets you know that costs have been incurred and that you will be sent an invoice in the future.

Paying for major works

You'll receive an invoice based on our estimate of what the works are likely to cost. If you're a resident leaseholder, there are several payment options available to you:

- you can pay off the invoice in full by the end of the financial year in which you receive your estimate. If you choose this option, you'll get a 5% prompt payment discount.
- you can pay off the invoice over two years in interest free instalments.
- you can take out a loan for 3-10 years. The length of time will depend on the size of the loan, and you'll pay interest on the loan amount.

You can also contact your account officer if you have any questions about the invoice.

How we calculate your invoice

Like the day to day service charges, major works costs are apportioned using the Rateable Value.

Block calculation

$$\frac{\text{Total block works cost}}{\text{Block RV}} \times \text{Property RV} = \text{your contribution}$$

Estate calculation

$$\frac{\text{Total estate works cost}}{\text{Estate RV}} \times \text{Property RV} = \text{your contribution}$$

We include a breakdown of the costs with the invoice. You'll have the right to make an appointment to inspect the supporting documentation.

Other costs on the invoice

On the breakdown of your invoice, you will see some charges additional to carrying out the work itself:

- the **preliminaries** are costs incurred by the contractor in setting up the project, such as in establishing the site and providing staff welfare facilities.
- the **professional fee** is to cover the cost of an independent consultant. The consultant prepares the design and specification for the project and checks the contractor's costs.

- the **administration fee** covers the council's costs in administering the contract. The fee is set at 10% of the works cost. The council does not make a profit on the administration fee.

The layout of the main documents you will receive is shown below:

MAJOR WORKS SERVICE CHARGE INVOICE

Enquiries in connection with this invoice should be referred to:

Homeownership Collections Team
Tel: 020 7926 7132
Email: hmhomeownership@lambeth.gov.uk

INVOICE NUMBER:

V.A.T REGISTRATION NO: 235 884 435

Date: 28/03/2017

Estimated major works service charge for the financial year ending 31 March 2018

Property reference number:	
Property address:	
Scheme:	
Description of works:	19,398.83
Terms of payment: 12 equal monthly instalments (April to March) on the first day of each month.	
TOTAL AMOUNT DUE £	19,398.83

Invoice

This is the formal major works service charge invoice for the financial year. It includes:

Your correspondence address and contact details of the collections team

The property address, name of the major works scheme and a description of the works

The total due and standard terms of payment. If you're a resident leaseholder, there are usually a number of other payment options available



**Estimated major works service charges for the financial year
1 April 2017 to 31 March 2018**

ADDRESS:		
INVOICE NUMBER:		
SCHEME: S20MS0034011718		
DESCRIPTION OF WORKS:		
ACCOUNT NUMBER:	PROPERTY REFERENCE NO:	
ESTATE:	BLOCK:	
ESTATE RV: 1212	BLOCK RV: 1212	
DWELLING RV: 202	FINANCIAL YEAR: 2017/2018	
Works Elements	Block Cost (£)	Property Cost (£)
Asbestos Removal	1,110.00	185.00
Balcony works	0.00	0.00
Bin Chambers	0.00	0.00
Boundary Walls and Fences	0.00	0.00
Building Floor works	0.00	0.00
Communal Heating works	0.00	0.00
Communal Doors	0.00	0.00
Communal Area Repairs and Decorations	3,600.00	600.00
Concrete Repairs	3,000.00	500.00
Consultant's Fees	4,069.69	678.28
Contingency	0.00	0.00
Damp works	0.00	0.00
Door Entry Systems and Access	0.00	0.00
Drainage works	0.00	0.00
Electrical Installations	0.00	0.00
Emergency Lighting	0.00	0.00
Estate works	0.00	0.00
External Redecoration	3,600.00	600.00
External Walls	3,000.00	500.00
Fire Safety works	0.00	0.00
Hard Landscaping	0.00	0.00

Breakdown of estimate

This document breaks down the estimate. It shows:

- The address and invoice number
- The scheme number and a description of the works carried out
- The Rateable Value numbers used for apportionment
- Various element of the works, broken down by block and property cost
- Consultants' and other fees, also broken down



Prompt payment discount agreement form

ADDRESS:
INVOICE NUMBER:
FINANCIAL YEAR: 1 April 2017 to 31 March 2018
ACCOUNT NUMBER:
PROPERTY REFERENCE NUMBER:
SCHEME / DESCRIPTION OF WORKS: S20MS0034011718 /

Please note: If you are a resident leaseholder and the property is your main home this option offers you a 5% discount off the total cost of the major works service charge invoice. You must settle 95% of the invoiced sum by the end of the financial year in which you received your estimated major works service charge invoice.

To formally enter into the prompt payment discount option, you will need to complete and return this agreement form to our address below. Until we have received a signed copy of the agreement, signed by all parties on the lease, we are unable to formally confirm that the Council has allowed you to enter into this option.

Homeownership Services
London Borough of Lambeth
Lambeth Town Hall
Brixton Hill
London
SW2 1RW

Email: hmhomeownership@lambeth.gov.uk

This Agreement is made the ____ / ____ / ____ (please complete)

- Between
- (the Tenants**)
 - London Borough of Lambeth (the Council)

The Tenants hereby admit that at the date of this agreement the Council has agreed that the major works invoice in respect of S20MS0034011718 for £19,398.83, will be discounted by £969.94, which reflects 5% off the total cost of the major works service charge invoice. This discount will be applied upon receipt of £18,428.89, which represents 95% of the total invoiced sum.

This agreement relates to the property known as _____ AND confirms that this agreement may be used by the landlord as evidence that Section 81(1) of the Housing Act 1996 has been satisfied.

The Tenants hereby accept and agree that the Council intend this agreement to treat the above major

Prompt payment discount form

You must fill out this form and return it to us to access the 5% prompt payment discount scheme.

The agreement applies only to the major works scheme named on the form. It does not apply to other major works invoices or to day to day service charges.

Actual costs

The invoice you will get is based on the actual costs received from our contractor and consultants.

When works have completed and the defects liability period is complete, we'll issue the final account. We will provide you with a detailed breakdown of your actual costs. If we have overestimated the major works service charge, you'll receive a credit on your service charge account, but if the actual major works service charges are more than those estimated, you will be sent an invoice for the excess charge.

Capping major works costs

You may have heard about legislation introduced to cap major works costs. This legislation, which is sometimes known as "*Florrie's Law*", was called the "*Social landlords reduction of service charges: mandatory and discretionary directions 2014*" and only applies in certain limited circumstances.

The directions state that a limit of £15,000 applies within a five year period per dwelling for London authorities where the work is wholly or partly funded by the Government. Most work carried out under the Lambeth Homes Standard is not funded this way, so the cap does not apply.

Sinking funds

Some buildings' landlords manage major works through the use of a sinking fund. This is a fund which leaseholders pay into every year and which is set aside for funding work in the future.

Sinking funds have been successfully challenged in the past where they are not mentioned in the lease. The lease used by Lambeth does not provide for a sinking fund, so we do not operate one. We do have a range of payment options for resident leaseholders to help spread the cost of major works.

Protection against major works costs during the initial period of the lease

The Right to Buy legislation gives some protection to leaseholders against unexpected repair and improvement costs during the *initial period* of the lease.

The initial period of the lease ends on the 31 March following the fifth anniversary of the completion of the original Right to Buy sale. During this period major works service charges are limited to the estimate contained in the Right to Buy offer notice, plus an element relating to compound building cost inflation, as calculated by the government.

If works are carried out during the Initial period of the lease, but were not itemised in the offer notice, the leaseholder is not liable to contribute towards the costs.

There is one exception to this rule. At the time the offer notice is issued, the council assumes that the completion of the sale will occur six months afterwards. From that date until the 31 March after the fifth anniversary of the assumed completion date is a period which the law calls the *reference period*. The council is under a duty to include in the offer notice all the major works it expects to carry out in the reference period, together with an estimate of the costs of those works at current prices.

If completion happens in a different financial year to the assumed completion date then the reference period will end before the initial period. When this happens, and major works are carried out which are not itemised in the offer notice the council can make a service charge for the works, but is limited to recharging the annual average of the major works charges that are itemised in the notice, plus an element in respect of compound building cost inflation.

Guarantees and warranties for major works

All works and materials are guaranteed. Most work carried out will have a standard 12 month 'defect period'. Some individual items, such as windows and doors, may have longer specific guarantees.

If you notice problems with the work within the defect period, please let us know. You will not have to pay for work carried out to repair defects.

What to do if you disagree with service charges

You can contact us if you disagree with any part of your service charge invoice or if there are problems with some of the work that was carried out.

Raise a query about your service charge invoice

If you think part of your service charge invoice is incorrect, you should speak to our Collections Team first. Their contact details are printed on the invoice. You should give as many details as possible about why you think the invoice is wrong, and let us know the best way to contact you in case we need any more information. If you contact us in writing, by email, or through our [online form](#), we'll try and acknowledge your query within two working days.

You should follow the same process if there is a problem with the way work was carried out.

We'll aim to send you a response within 10 working days. If you're still unhappy with the response, you can ask for the query to be escalated to the team manager as a formal complaint.

Formal complaints

The team manager will review and investigate your query. We'll aim to send you an initial response within 10 working days. It might be necessary to spend more time if we need to find more information, but if this happens we'll let you know.

If you're still unhappy with the response, you can escalate the query again to the Lambeth Customer Response team. You'll need to make sure that you have made a query at the previous stages before you do this.

Review of complaints

To escalate the query you should contact the Customer Response team. They will review the handling of the case so far. You can email Complaints@lambeth.gov.uk or write to:

London Borough of Lambeth
PO Box 734
Winchester
SO23 5DG

We'll acknowledge your query within one working day.

The Customer Response team will try and respond to your query within 20 working days. If we need more time, we'll let you know.

If you're still unhappy with the response, then as a leaseholder there are several more routes available to you.

The First Tier Tribunal (Property Chamber)

The First Tier Tribunal is a legal body that handles disputes relating to property and land. This includes leasehold disputes and matters relating to service charges.

The Tribunal is independent and usually consists of three members: two professionals (a lawyer and a valuer) and one lay person. Although you don't need to be represented by a lawyer at the Tribunal, it's a good idea to get legal advice before you apply.

There is a detailed guide to applying to the First Tier Tribunal at:

<http://www.lease-advice.org/advice-guide/application-to-the-first-tier-tribunal-property-chamber-2/>

The Housing Ombudsman

The Housing Ombudsman is an independent service that deals with disputes between landlords and tenants. More information on the service is available at:

<http://www.housing-ombudsman.org.uk/>

If you've already gone through our complaints procedure and are not happy with our response, the Housing Ombudsman may review your complaint.

There are a number of different ways of contacting the Housing Ombudsman:

Contacting the Housing Ombudsman through a designated person

If you've gone through the council's complaints procedure, you can refer your complaint to a designated person. This can be either:

- an MP
- a local councillor
- a recognised tenant panel

The designated person can try and resolve the problem in any way they think is best. If the problem is not resolved after 8 weeks, then the designated person or the leaseholder can refer the complaint in writing to the Housing Ombudsman.

The Ombudsman will confirm that the complaint comes under their jurisdiction. If it does, they will first try and resolve it through their early resolution process. If after a further two months there has been no resolution, they will investigate the complaint.

Contacting the Housing Ombudsman directly

You can also contact the Housing Ombudsman directly to ask that they consider your complaint. However, you'll have to wait 8 weeks from the end of our own complaints procedure before you apply.

Building insurance

One of our responsibilities under the lease is that we insure the structure of the building. You will be charged a sum to cover this cost as part of your yearly service charge bill. Note that this means you do not need to take out building insurance through your mortgage company.

The building insurance policy enables repairs to be carried out to the structure of the building if it is damaged. An example would be if severe weather damaged the roof of a block of flats: the insurance would cover the cost of reinstating or repairing the roof. As a leaseholder, in some circumstances you can also claim against the building insurance policy if a building defect makes it necessary to carry out repairs to your home. An example would be if a sudden leak from communal pipework causes water damage to your walls or ceilings.

A summary of cover and policy document, giving full details of what is covered and what is excluded, will be sent to you at the start of each financial year. Please read both documents carefully and keep them in a safe place.

Building insurance is not the same as contents insurance. You'll still need to take out your own contents insurance policy to cover your possessions.

Making a claim under the building insurance policy

If you need to make a claim, you should contact the council's insurers NIG as soon as possible, and within 90 days at the latest, by calling them on:

0800 051 0233

You'll need to provide your name, the address of your home and quote the policy number **5884011**.

Some claims will have an excess. You'll have to pay the first £50.00 of every claim for accidental damage, and the first £1000.00 of every loss for subsidence, landslip or heave.

Subletting and building insurance

You'll need to get permission from us if you sublet your property. Failure to do so could invalidate the building insurance of that property.

Subletting will not change the insurance premium that you pay, but if you sublet you will no longer have accidental damage cover. Note that you need to get our permission and pay a fee to sublet.

Leaks and building insurance

Many building insurance claims involve water leaks. These may be dealt with differently depending on the source of the leak.

Leaks from another leaseholder's flat

If a leak from a neighbouring leaseholder's flat is affecting your property, it will usually be dealt with between you and your neighbour. Please speak to them directly and then contact NIG.

If a water leak from your property has affected a neighbouring leaseholder's flat, you should arrange for the leak to be repaired as soon as possible, speak to your neighbour directly, and then contact NIG. If you have trouble contacting your neighbour, you should speak to your Area Office.

Note that the policy will cover repair of damage caused by the leak, but not the source of the leak itself. If a boiler leaks or pipe bursts within your home, the policy will cover repairs to damage caused, but will not cover the repair of the boiler or pipe itself.

Leaks from communal water supplies into your home

If there is a leak from a communal water supply, such as a tank, into your home, you should call Lambeth Housing Management as soon as possible. You should also contact NIG and let them know what has happened. We will repair the source of the leak and give you a job order number, which you should then pass to NIG as proof the work has been completed. NIG will deal with your claim for any damage that was caused within your home.

Leaks from your home into a tenanted property

You should arrange for a plumber to fix the leak and contact NIG within the 90-day notice period.

We will arrange any repairs to the tenanted property. We may send an invoice to you directly for the work we have carried out. If you have contacted the insurer, they should arrange reimbursement.

Leaks from a tenanted property into your home

Speak to the tenant directly to see if they can stop the source of the leak. If you cannot contact them, call Lambeth Housing Management as soon as possible.

We will repair the source of the leak and give you a job order number, which you should then pass to NIG as proof the work has been completed. NIG will deal with your claim for any damage that was caused within your home.

Leaks when your home is unoccupied

Water damage is not covered under the policy if your home is unoccupied for more than 30 consecutive days.

If you are planning to leave your home for any long period, it's a good idea to turn off your water system at the stop cock and drain it, especially during the winter months.

Building insurance for freeholders

If you're a freeholder, you'll need to take out your own building insurance policy at the time you buy the property.

Making alterations to your home

Your lease says that you have to get written permission from us if you make any structural alterations to your home. This includes fitting new doors and windows.

To get our permission, you'll need to:

- make a written request. You can do this using an [online form](#)
- include a description of the work, with drawings of the existing and proposed design
- include copies of planning or building control consent, if these are needed
- pay an application fee. Please contact us to confirm the current fee

We might need to send a building surveyor to inspect your property before giving consent for the work to go ahead. If we don't permit the work, we'll tell you the reason why.

Any alterations must meet our standards and be carried out by qualified tradespeople. You'll need to ensure that work is carried out during normal hours (Monday-Friday, 9-5) so as not to disturb other residents.

Note that you'll still have to get planning permission and Building Regulations approval separately, if these are required for the type of work you're doing.

Checking for asbestos

If your home was built before 2000, it may contain asbestos. You should ensure that asbestos checks are made if you are carrying out any intrusive work on your property.

If you suspect that materials containing asbestos are present or damaged contact a specialist laboratory contractor who is licensed (accredited) to test suspect materials to confirm whether or not they contain asbestos. [UKAS](#) maintains a list of accredited testers.

You are responsible for the safe removal and consignment of asbestos materials to a licensed waste tip by your removal contractor. Please ensure that you obtain a copy of the waste consignment note from your removal contractor as proof of safe disposal of hazardous waste for your own records. Failure of safe disposal of hazardous waste will incur a minimum fine of £5,000. A licensed removal contractor can be found through the [Asbestos Removal Contractors Association, ARCA](#).

By law, we have to maintain a register listing all confirmed or suspected asbestos in our properties. If you need further information, or are worried that asbestos in your home has been damaged, contact asbestossafety@lambeth.gov.uk.

Letting out your property

If you want to sublet your home, there are a number of steps to follow:

- you need to let us know that you intend to sublet. This includes informing the insurance team, as subletting will affect the terms of the building insurance. You can do this through an [online form](#).
- you'll need to pay a fee to cover our administrative costs
- you need to provide us with your contact address
- if you have a mortgage, you need to tell your mortgage provider
- if you sublet within the Right to Buy discount repayment period, you may have to repay some or all of the discount

Service charges remain payable by you even if you're subletting. This is why it is important that we have an up-to-date contact address for you.

Conditions on subletting

As a landlord you are required by the [Gas Safety \(Installation and Use\) Regulations 1998](#) to have all gas appliances and flues serviced, maintained and checked yearly. Any gas appliances should be serviced in accordance with the manufacturer's instructions, and an annual safety check on appliances and flues must be carried out by a Gas Safe registered engineer. You're required to provide your tenants with a copy of the annual gas safety check either at the start of their tenancy or within 28 days of a new safety check being carried out.

Under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015, you are also required to fit at least one smoke alarm on each floor of your property. You must make sure the alarms are working at the start of each new tenancy, and ensure that your tenants regularly check that the alarms are working and let you know about any problems.

Your lease may state that you should not allow the number of people in the property to exceed the number permitted in [Section 326\(3\) of the Housing Act 1985](#). We will check the contents of the lease when you notify us that you want to sublet.

Short-term lets

Some leases contain restrictions on how the property can be used. If you make a request to use the property for short-term lets, such as Airbnb, we'll check the contents of your lease. If we don't give permission for the property to be used this way, we'll let you know why.

Selling your home

As a leaseholder, you are free to sell your home at any time.

If you bought your home under the Right to Buy scheme, there are some further rules around selling:

- if you bought under the Right to Buy scheme within the past 5 years, you'll need to repay at least some of the Right to Buy discount.
- if you applied for the Right to Buy scheme within the past 10 years, you'll also need to give us first choice to buy back the property, at market value. We'll let you know whether we want to buy back the property within 21 days, after which you are free to sell.

If the above applies to you, please contact us before selling.

The process for selling your home

There is a specific sale process for leasehold properties.

- once you have found a buyer, you should employ a solicitor or licensed conveyancer. The buyer will also employ a solicitor
- your solicitor will request a 'pre-assignment' pack from us. This will give details of the property, outstanding service charges, and any works planned in the future. Note that we will not release information directly to the buyer's solicitor
- you should ensure that any outstanding service charges are paid up to date. As some of these charges will be estimates, the solicitors will request that a further sum, or *retention*, is held to cover any possible additional costs
- once the sale is complete, we will be sent a Notice of Assignment and Notice of Mortgage. We'll update our systems to reflect the new owner's details

Extending your lease or buying the freehold of your home

Extending the lease

The leases of properties bought under Right to Buy will usually run for a period of 125 years from the date the first property in the building was sold. However, legislation under the [Leasehold Reform, Housing and Urban Development Act 1993](#) allows you to extend your lease, as long as you have owned your flat for more than two years. The extension will usually be for 90 years, to be added to the existing remaining term of the lease.

To extend your lease, you'll need to get advice from a solicitor. You will need to serve formal notice on us, and the process will need to follow strict time limits. If you are able to extend and decide to proceed, we will arrange for a valuation. To complete, you'll need to pay our legal costs and any outstanding service charges, in addition to the price of the extension.

If you have any more questions about extending the lease, or wish to apply for an extension, please contact the valuation and asset management team on 020 7926 1000.

Purchase of the freehold

In some circumstances it may be possible to buy the freehold of your home jointly with other leaseholders in the building. This process is called *collective enfranchisement*.

To be eligible the building must meet the following rules:

- the building must contain at least two flats
- at least two-thirds of the flats must be held on leases of over 21 years

If you choose to buy the freehold, you and the other leaseholders will need to set up a company, called a 'Right to Enfranchise' company. The company will then buy the freehold.

The freeholder will then become responsible for maintaining the structure of the building and arranging buildings insurance.

For any questions about enfranchisement, contact the valuation and asset management team.

Fire safety

Most fires in the home are started accidentally. You can help keep your home safe by taking a few simple precautions. Smoke alarms are a simple and inexpensive way of helping to protect your home and we strongly recommend that leaseholders fit them.

Please make sure that you read our latest [online information](#) on fire safety and are familiar with the fire arrangements for your own building.

Fire risk assessments and management of communal areas

The [Regulatory Reform \(Fire Safety\) Order 2005](#) is a piece of statutory legislation that sets out how fire risks should be managed. The Order specifies that a “*responsible person*” for each premises must conduct a Fire Risk Assessment (FRA) and decide how any risks should be addressed.

In council-owned blocks of flats in Lambeth, the council will carry out Fire Risk Assessments for the communal areas of the building, and address any issues highlighted. We may ask you to cooperate with us in any safety measures we take as a result of Fire Risk Assessments. We may also contact you to request access to your flat to inspect fire stopping. The Regulatory Reform (Fire Safety) Order specifies that anyone who has repair responsibility for part of a building through a tenancy has fire safety responsibility for that part of the building. **As a leaseholder, you have a duty to cooperate with us in safety matters and to ensure that the parts of the building you are responsible for are safe.**

As part of our management of the building, we must keep communal areas and escape routes free from fire hazards and obstructions. **You must not store any items in any communal areas of the building.** Any combustible items will be removed by us without notice, and we will ask that any non-combustible items are removed within 24 hours.

Fire doors

If you own a purpose built flat, you should make sure that your front door is a 30 minute rated and properly fitted fire door. If your door was already fitted to the property when you bought it from the council or from another leaseholder, it may not meet modern standards and you may have to upgrade it. Fire doors should meet standards BS476: Part 22 1987 or BS EN 1634-1 2000 and be fitted with an overhead closer meeting the appropriate British Standard.

If during a Fire Risk Assessment of the communal areas we identify that your flat might be fitted with an unsuitable door, we will ask you to replace it. If you do not comply, then we will fit a suitable fire door and recharge you the cost of the work.

More details on fire doors can be found in our information on fire safety for leaseholders.

Fire safety visits

The London Fire Brigade offers free fire safety visits to provide you with bespoke advice. You can book a home fire safety visit at their website:

<http://www.london-fire.gov.uk/HomeFireSafetyVisit.asp>

Glossary of terms

This glossary explains the meaning of some of the words used in this Guide, or which we may use in letters to you. Please note that they are not intended to be legal definitions.

Administration fee – an amount to cover the council's costs in administering a major works contract.

Assignment – the act of transferring ownership of a lease.

Buy-back – a council scheme to re-purchase properties originally bought under the Right to Buy.

Collective enfranchisement – the process by which a group of leaseholders can buy the freehold of their building.

Conveyance – the legal process by which the ownership of property, or the lease of a property, is transferred from one party to another.

Covenant – a clause in a lease or freehold transfer defining a limitation or obligation which the person signing it must abide by.

Day to day service charges – charges for works or services relating to a block or estate carried out on a day-to-day basis.

Deed of rectification – a correction to a mistake in the terms of the lease.

Deed of variation – a change to the terms and conditions of a lease.

Demised premises – those parts of the property for which you are responsible under the terms of the lease.

Discount – the amount of money by which the open market value of the property was reduced under the Right to Buy or Social Homebuy schemes.

Discount repayment period – the period of time starting from the date the property was bought under the Right to Buy scheme. During this period some, all or more of the discount must be repaid if the property is sold or transferred.

First Tier Tribunal – a legal body set up to adjudicate between landlords and tenants on leasehold disputes.

Forfeiture – an order made by a court to end a lease.

Freehold – a property where the owner, or freeholder, owns both the property and the land it stands on.

Freehold transfer – a legal document defining what has been sold to a freeholder.

Ground rent – an annual rental charge on all leasehold properties, payable by the tenant to the landlord. In the case of properties bought under the Right to Buy this is always £10.00.

Initial period – a period of time ending on the 31 March falling after the 5th anniversary of a Right to Buy sale. During this period, the major works that can be recharged to a leaseholder are restricted.

Lease – a legal agreement about the ownership of a property for a fixed period. It defines the rights and responsibilities of both the tenant (the lessee) and the landlord (the lessor).

Leasehold – a leasehold property is one where the owner, or leaseholder, has bought the right to live in, rent out or sell on the property. A leaseholder does not own the property in the way a freeholder does. In law a leaseholder is often described as “the tenant of a property let on a long lease”.

Major works service charges – charges relating to one-off contracts for repair and renewal.

Management charge – an amount added to all service charge bills to pay for the costs of calculating and administering the service charge.

Management fee – an amount added to the cost of some maintenance services to pay for the overheads involved in running the service

Market value – the value of a property, or other property-related asset, on the open market.

Notice – a formal letter issued under the provisions of an Act of Parliament.

Notice of Award of Contract – a formal letter issued by the landlord as part of a major works contract, informing leaseholders that a contractor has been awarded the contract.

Notice of Intention – a formal letter issued by the landlord prior to a major works contract, informing leaseholders that they intend to carry out work.

Notice of Proposal – a formal letter issued by the landlord as part of a major works contract, informing leaseholders of estimates they have received from contractors tendering for the work.

Pre-assignment enquiries – questions concerning service charges, and other matters, asked before the assignment of a lease takes place, i.e. when the property is sold on.

Pre-emption – the Council's right of first refusal to buy your property if you resell within 10 years of the Right to Buy or Social Homebuy purchase. (Applies only to properties purchased as the result of an RTB application made on or after 17 January 2005)

Preliminaries – an amount to cover the contractor's costs in setting up a contract.

Professional fee – an amount to cover the cost of employing a consultant to prepare the specifications for a major works project.

Rateable Value – an assessment of the annual rental value of a property, set out in 1973 by the Valuation Office Agency (VOA). Rateable value figures are still used in some calculations including the service charge apportionment used by Lambeth Council, under the terms of the lease.

Recognised Tenants' Association (RTA) – a group of leaseholders recognised by the Council as a relevant body for consultation purposes, and which has rights to inspect

service charge documentation and must be included in major works consultation. The terms of recognition are defined in Section 29 of the Landlord and Tenant Act 1985.

Relief from forfeiture – an application to have a forfeiture order set aside.

Remedying the breach – something you or the Council must do if either has breached the terms of the lease.

Retention – a sum of money held by a solicitor in lieu of an unpaid or uninvoiced service charge.

Right to Buy – the right of secure tenants of local authorities (and some other public bodies and social landlords) to purchase the homes they rent.

Secure tenant – a 'rent paying' tenant of Lambeth Council.

Service charges – charges you must pay for works or services relating to your home, or the estate it is on.

Service charge loan – a loan you may get from the Council to pay a Major Works service charge.

Successor in title – someone you sell the property to.

Supervision fee – a charge added to contracts for professional supervision of the works.

Tenant – unless otherwise stated, this refers to the tenant of a property let on a long lease; see Leaseholder.

Term – how long the lease runs from the date of the first purchase of the property.

Underlease – an underlease of a property is what the Council can sell if it is itself a leaseholder rather than the freeholder of a property.

Upper Chambers (Lands tribunal) – the body to which you can appeal if you do not agree with the decision of the First Tier Tribunal.

Voluntary charge – a charge secured on the property in lieu of payment of a service charge.

Voluntary disposal – the council's ability to sell the freehold of a block to leaseholders where leases have been bought on all of the properties in the block.

Useful contacts

Home ownership services

There are a number of ways you can contact home ownership services.

Website

You can find information about service charges, major works programmes and other issues on our website:

<https://www.lambeth.gov.uk/council-tenants-and-homeowners/homeowners>

You can use the website to:

- [view your service charge account using a mylambeth online account](#)
- [pay your service charges online](#)
- [ask questions about your service charges](#)
- [apply for permission to make alterations to your home](#)
- [request a pre-assignment pack](#)
- [request a copy of your lease or freehold transfer](#)

Drop in service

We offer a drop-in service for homeowners who need advice on service charges, major works, and other issues. The service is open from 9am till 5pm, Monday-Friday at:

Brixton Customer Service Centre
Lambeth Civic Centre
Brixton Hill
SW2 1EG

Phone, email and post

You can email us at HMhomeownership@lambeth.gov.uk, call **020 7926 7132** or write to us at:

Homeownership Services
PO Box 734
Winchester
SO23 5DG

Repairs

You can report problems involving communal areas or services by calling **0207 926 6000**, Monday-Friday, 8am to 8pm. You can also report problems online:

www.lambeth.gov.uk/council-tenants-and-homeowners/repairs-and-health-and-safety/request-a-housing-repair

In the event of an emergency out of normal working hours please call **0207 926 6666**.

Area Offices

Issues with the management of the building or estate should be reported to your Area Office.

The Area Offices are open for in-person queries from 9am-5pm, Monday-Friday.

North Area Office

The North Area Office covers North Lambeth, Stockwell and Vassall. Note that the North Area Office is open from 10am-5pm on Wednesdays.

91 Kennington Lane, SE11 4HQ

Hmnortharea@lambeth.gov.uk

South Area Office

The South Area Office covers Brixton, Tulse Hill, Streatham and Norwood.

139 Albert Carr Gardens, London SW16 3HB

Hmsoutharea@lambeth.gov.uk

Resident involvement

There are a number of ways you can get involved with consultation on how our services are run.

Tenants and Residents Associations (TRAs)

We maintain information about local TRAs at:

<https://www.lambeth.gov.uk/council-tenants-and-homeowners/get-involved/tenants-and-residents-associations>

Lambeth TRAs have also set up their own support organisation, the Lambeth TRA network. Its website is located at:

<https://lambeth.network/>

Lambeth 500+

If you are interested in influencing home ownership services and housing services generally there is a virtual residents panel where you can contribute and comment on policies at your convenience.

For more details, or to join online, see:

<https://www.lambeth.gov.uk/council-tenants-and-homeowners/get-involved/lambeth-500>

Revision	Date	Description of changes
1.0	30 Aug 2017	Initial release
1.1	03 Jan 2018	Correction to communal window cleaning service details
1.2	31 Aug 2018	Change to communal heating calculation method
1.3	29 Jan 2019	Clarification of management fee and charge
1.4	20 Oct 2019	General update