Crawley Borough Council

Leaseholders' handbook

This handbook provides useful information about your lease and how we, as your landlord, manage the building that your flat is in.

Contents

1. Introduction **3**

Contacting you 3

2. Contacting us **4**

3. Your lease, rights and responsibilities **6**

Common terms used in the lease 6

Independent advice 8

Responsibilities 9

Rights 11

4. Management charges **13**

A guide to management charges 15

Paying your management charges 17

Money advice 19

Your invoice explained 20

5. Insurance **22**

Building insurance 22

Home contents insurance 23

Contractors' insurance 24

Responsibility for repairs 25

Consulting you on major works 30

Improving or altering your home 33

7. Health, safety and security **34**

8. Taking part in decisions **36**

9. Living in your neighbourhood **37**

Nuisance and anti-social-behaviour 39

10. Further information **40**

Subletting 40

Management audit 40

Leasehold enfranchisement 41

11. Your information **42**

12. Selling your flat **43**

1. Introduction

Crawley Homes Leaseholder's Handbook

Many council leaseholders are first time buyers, and owning a property is a new challenge. This handbook provides useful information about your lease and how we, as your landlord, manage the building you live in. It answers many questions that leaseholders commonly ask.

The handbook is only a summary of the broad terms of your lease, and does not override your lease or any other legal agreements (including a mortgage deed). You should not rely on it if any difficulty or dispute arises in connection with your lease. If this happens, you should take independent advice from a solicitor, law centre or Citizens Advice.

Crawley Homes' policies and procedures change from time to time, as does the law. We reserve the right to alter any non-statutory procedures outlined in this handbook.

The contents of the handbook are believed to be accurate, but no responsibility can be accepted for any errors or omissions there may be.

Contacting you

We need to be able to get hold of you if there are repair issues, e.g. water leaks, problems with your tenants (if you have them) and to make sure you know what works we intend to do to the block, so you don't get any surprises.

We also need to be able to send you any official notices or information. Under the terms of your lease we will consider these are legally served when we send them to the property address if you have not written to us giving an alternative address.

Please let us know if you change:

- the address to send your post to
- your mobile telephone number
- your landline telephone number
- your email address

If you don't live in Crawley, it would be really useful to have a local contact number and details of an authorised person to act on your behalf in your absence.

You can let us know by phone on 01293 438392, in writing to Leasehold Services at the Town Hall or by email to leasehold.services@crawley.gov.uk

2. Contacting us

Crawley Homes, based at the Town Hall is responsible for managing the block of flats in which your home is situated. Our main contact details are below.

Crawley Homes, Crawley Borough Council, Town Hall, The Boulevard, Crawley, West Sussex, RH10 1UZ

Website: www.crawley.gov.uk

The Contact Centre

Tel: 01293 438000 Email: comments@crawley.gov.uk

The Contact Centre at the Town Hall is the first point of call for many of your enquiries.

It is open from 8.30am to 5pm Monday to Friday

Repairs

If you notice a repair the council is responsible for please contact the repairs service (see the section on Repairs and Improvements for more details).

Tel: 01293 438111

Email: housing.repairs@crawley.gov.uk

Web: www.crawley.gov.uk/repairs

The office is open from 8am to 5pm Monday to Friday, but this telephone number is also used for emergency repair calls outside of those hours.

Please note: Outside office hours we only respond to genuine emergencies. You may be charged for the call out if you have exaggerated a situation to obtain an emergency response. We do not give a full repair service outside normal working hours – we will endeavour to do whatever work is needed to make the situation safe. The repair will be completed as soon as possible during normal working hours.

Leasehold Services Team

This team deal with the calculation, billing and collection of management charges. They also:

1. Deal with enquiries from solicitors in connection with sales and assignments when you are buying or selling your home
2. Maintain a register of properties which have been sublet by leaseholders
3. Deal with leasehold enquiries
4. Carry out consultation with leaseholders
5. Manage arrears, including taking legal action
6. Apply to and respond to the First Tier Tribunal
7. Process Right to Buy applications

If you have any queries concerning any of these areas, please contact the Leasehold Services Team.

Tel: 01293 438392

Email: leasehold.services@crawley.gov.uk

Web: www.crawley.gov.uk/leasehold

Everyday housing management

Housing officers are responsible for your block's day-to-day management issues. If you have a general housing management question please contact them.

Visit www.crawley.gov.uk/housingofficers to find the contact details for your areas housing officer.

Cleaning

The Cleaning and Clearance team are responsible for:

- Cleaning any internal communal areas of your block every fortnight
- Cleaning communal bin stores
- Sorting out any communal lighting problems.

If you would like to report any problems with the lighting or cleaning in your block please contact them.

Tel: 01293 438000

Garages

Most blocks have nearby garage sites. If you are interested in renting a garage please complete the enquiry form on www.crawley.gov.uk/garages or E-mail: garages@crawley.gov.uk

Nuisance and Anti-Social Behaviour

The council's Nuisance and Anti-Social Behaviour Team provides a service to everyone who lives in Crawley (for more information see the section in Living in your neighbourhood).

Tel: 01293 438438

Email: asb@crawley.gov.uk Web: www.crawley.gov.uk/asb

Resident Involvement

Crawley Homes is responsible for helping you, as leaseholders, to get involved in consultation over local services (see the section on Taking part in decisions for more information).

If you would like to find out more about getting involved please contact the Leasehold Services Team or the Customer Engagement Officer.

Tel: 01293 438434

Email: tenantparticipation@crawley.gov.uk

Back to top

3. Your lease, rights and responsibilities

Your lease is a legal document and can be difficult to understand. Before you bought your home, your solicitor should have explained your lease in full so you understand both yours and the council's responsibilities.

We have been actively selling our flats and maisonettes since the introduction of the 'Right to Buy' legislation in 1980. Since then there have been various adjustments to both legislation and council policy, which have resulted in changes to our standard lease. This means that, although the leases granted by us follow a standard form, there can be variations. These variations particularly affect how we charge for major repairs and improvements.

The following is a guide to what you can expect to find within your lease, but it is not a definitive interpretation of it.

The lease is a legal contract between you and Crawley Borough Council who own the freehold of the land on which your home stands. At the beginning, it explains the meaning of the key terms used in the lease. It gives details about what you and what we are required to do. Along with the rights that you and we have under the lease.

Your lease will normally run for 125 years from the date the flat was first bought from the council under the Right to Buy. However, some leases run for 125 years from the date the first flat in the block was bought under the Right to Buy.

A copy of your lease can be obtained from your mortgage lender or alternatively online from the Land registry at Online Land Registry | Obtain Deeds Online | Online Land Registry

Common terms used in the lease

The **leaseholder** is you as owner of the flat or maisonette. The **lessor** is Crawley Borough Council.

The **Property** is the area outlined in red on the plan included with your lease and includes any:

- communal land
- communal garden
- garages (if any)
- stores (if any) and the block in which your flat is situated.

The **Reserved Property** means the parts of the block that are not included within the flat or maisonette you have bought and that are not separately let to other owners or occupiers. It is our responsibility to repair and maintain these parts, and you will have to contribute towards the cost of their cleaning, maintenance, repair and improvement.

These parts include:

- communal staircase or corridors
- lifts
- roof
- foundations
- external walls or walls dividing your flat from another (but not the internal faces of walls within your home)
- external window frames.

For more details of our repairing responsibilities please see the Repairs and Improvements section.

The **Demised Premises** is the part of the block or house which you have brought, in other words the internal shell of your flat or maisonette and any outbuildings and/or garden (if any). It is your responsibility to maintain this. For example:

- the floor surface, including floor boards or floor screed and balcony floor asphalt
- the ceiling plaster or plaster board
- the wall plaster or plaster board
- the walls, excluding the exterior walls and walls dividing the flat from other flats or common parts
- the internal surfaces of the exterior window frames
- window glass
- all doors and door frames including your front door.

For more details about your repairing responsibilities please see the Repairs and improvements section.

The Per centum is the fraction of the total management costs for your block, as described in your lease, that you have to pay the council. For example if there are a total of four flats in your block you are responsible for paying 1/4 (a quarter) of the total management charge for your block. Please see the Management charges section for more information.

Back to top

Independent advice

If you would like some independent help or advice in understanding your lease or management charges, the following may be able to help:

LEASE – The Leasehold Advisory Service

Tel: 020 7832 2500

Email: info@lease-advice.org

Website: Home - The Leasehold Advisory Service (lease-advice.org)

ARMA – The Association of Residential Managing Agents

Tel: 0207 978 2607

Email: info@arma.org.uk

Website: The Association of Residential Managing Agents (arma.org.uk)

Gov.uk

The government's information website at Leasehold property - GOV.UK (www.gov.uk)

Citizens Advice

The Orchard, 1-2 Gleneagles Court, Brighton Road, Southgate, Crawley, West Sussex, RH10 6AD

Tel: 0344 477 1171

Websites: Citizens Advice

Crawley Citizens Advice - Free and honest advice in West Sussex (advicewestsussex.org.uk)

Shelter

Helpline 0808 800 4444

Website: Shelter - The housing and homelessness charity

You could also seek advice about your rights from a solicitor.

Back to top

Responsibilities

Your responsibilities

Your exact responsibilities depend on your lease but general requirements include:

Financial responsibilities

- To pay a proportion of the council's reasonable estimated costs for managing and maintaining the block and of the council fulfilling the lease requirements
- To pay the estimated costs not later than 21 days after the invoices are issued, generally this is the first day of April and the first day of October each year. You can also pay by Direct Debit either by two half yearly instalments on 1 May and 1 November each year, or by ten monthly instalments on the first of each month from May to September and then November to March following the issue of the April and October invoices.
- To pay the ground rent and all other charges for which you are liable at the times stated
- To pay all invoices in full and not make any deductions
- To repay any applicable discount if you sell the property
- Give the Council the opportunity to buy back the property if selling within the first ten years of purchase in accordance with Right to Buy legislation

Repair and improvement responsibilities

- To keep your home in good repair and condition
- To make good any defects or disrepair notified to you by Crawley Homes, generally within three months of the notification
- Not to carry out alterations or improvements to your home without prior written consent from the council's housing management team and to pay any costs in processing any application (see the section on Improving or altering your home)
- Not to erect an external aerial or other television/radio receiving apparatus without our prior written consent
- Allow other leaseholders to enter your home or garden to carry out any maintenance or repairs they are responsible for and that are necessary. This access should be arranged within reasonable notice, causing the minimum of disturbance and with any damage being made good by the other leaseholder.

Living in your home responsibilities

- To advise the Leasehold Services Team within 21 days if you sell or sublet your home. If you sublet your flat, it is up to you to make sure your tenants understand these responsibilities
- To use your flat or maisonette as a single private flat for residential use
- Not to allow nuisance within your home which may annoy or cause inconvenience to your neighbours
- Not to keep more than one dog, cat or other animal in your home without our prior written consent where your lease allows you to
- Not to have liquefied petroleum gas or any other explosive material in your flat or maisonette or anywhere in the block
- Not to hang out any washing from the windows of your flat or any part of the management area except in the designated places
- Not to display from the flat any advertisement other than a small poster indicating support for a candidate for a local, national or international election
- Not to allow any water or liquid to soak through the floors of the demised premises.

If you let out your property you will need to make sure anyone living in your flat understands these responsibilities and that they apply to them as well as you. See the section on subletting for more information.

The council's responsibilities

We are generally required:

To keep the structure of the buildings in good repair and condition

To insure the block, including your flat but excluding contents against loss or damage by fire and any other risks which we may consider appropriate (please see the section on Building insurance for more information)

As far as is possible to ensure that every lease contains the same obligations and regulations

Correctly calculate the management charge you owe us, making adjustments in respect to actual expenditure as necessary.

Manage the property

Costs incurred by us in respect of these responsibilities are passed on to you as a management charge (see the section on Management charges for more information).

Back to top

Rights

Your rights

This depends on the lease, but you generally have the following rights:

- the right for you or any other person going to or leaving your home to use any part of the block that provides access or exit to or from your home
- the right to have access to a water, gas and electricity supply.

In addition to this you have statutory rights, set out in legislation. Please contact the Leasehold Services Team if you would like to know more about these.

Your right to occupy

You have the right to occupy your home, as long as you keep to the terms and conditions of your lease agreement.

Can you be evicted or made to leave your home against your wishes?

Yes (but a court would have to agree that we had good reasons for doing so). Some examples are:

- You are not paying your management charge
- You are causing a nuisance or harassing other people
- You are using your home for illegal or immoral purposes
- You are damaging or abusing your home or not looking after it responsibly.

However, we cannot end your lease or force you to leave without giving you proper notice and getting a court order.

Can I work or run a business from my home?

Your lease says you can only use your property as a private home, however if you wish to use your home to run a business please write to us for permission. We will not unreasonably refuse permission but will consider factors such as noise, nuisance to others, and planning legislation before granting permission.

Summary of costs

You have the right to be provided with a written summary of costs in relation to management charges. Your request must be made in writing and can only relate to the most recent annual period in which the charges have been raised. We have one month to comply or six months from the end of the relevant period. The summary should show how our costs have been reflected in the service charges. If there are four or more flats involved in the costs, the summary should be certified by a qualified accountant.

Once this summary has been provided, you then have six months to ask to inspect and copy accounts, receipts and other relevant documents. These inspection facilities will be provided free of charge at the point of use, but may be recharged to leaseholders via the management element of the annual management service charge. A reasonable charge can be made for taking copies. The council has one month to respond to this request and should make these facilities available for up to two months.

Management audit

You can also ask for a management audit which looks at the provision of services by the council and management charge costs. This audit allows you to appoint a qualified auditor to examine:

- How effectively we are carrying out those housing management functions for which we seek to recover service charges
- The extent to which sums payable as management charges are being used in an efficient and effective manner.

See the Further Information section for more details on this.

Making alterations

You have the right to make alterations or improvements to your home, as long as you first get our written permission and get any other permissions that may be needed (such as planning permission or building regulations approval). Please see the section on 'Improvements, alterations and selling your flat' for more details.

Your right to be consulted

Section 20 of the Landlord and Tenant Act 1985 (as amended by later legislation) says we must consult you before we carry out major repair work or enter into certain long term agreements.

The council must consult with you before it begins any major repairs, maintenance or improvements for which you have to pay a share, and which will cost any leaseholder in the building more than £250.

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

These amounts are set by the Government and may change from time to time. (Please see the sections on Management Charges and Repairs & Improvements for more information).

The council's rights

These depend on the lease, but in general, we have the right to:

- Run and maintain electricity cables or water or gas pipes from any other part of our block through your flat or maisonette
- Enter your home for reasonable periods, subject to reasonable notice, to carry out any works to common areas or structure
- Extend or carry out alterations or improvements to the block, excluding your flat or maisonette.

Back to top

4. Management charges

This section is a guide to the expenses that you can expect to meet as a homeowner. If you were previously a council tenant, you were used to paying your rent either weekly or monthly in advance. Your weekly rent paid for items like caretaking, cleaning and repair costs. As our leaseholder, you will pay for these items in a different way and at different times.

You need to budget for a number of things, including the following:

Mortgage repayments

If you borrowed money to buy your home, you have to make repayments to your lender, normally on a monthly basis. The amount you pay each month is based on the amount borrowed, the interest rate and the number of years it will take to repay the loan. You may also have a life assurance policy or other mortgage protection policy and you will need to budget to meet the costs of the premiums.

Council Tax

Council Tax is a contribution towards the cost of local services and is payable on most homes. The amount varies according to your property's market value. There is only one Council Tax charge per household, regardless of how many people live in the property. However if you live alone, you are entitled to a discount.

You may get a Council Tax Reduction if you (and any partner's) income and savings are low enough given your household's circumstances. To apply for help come in and see someone at the Town Hall between 8.30am and 4.30pm, call us on 01293 438611 or email benefits@crawley.gov.uk including your telephone number.

Management Charges

As a leaseholder, your lease requires you to pay your share of the costs of managing and maintaining the common parts of your building and its grounds. The council is legally required to collect management charges from leaseholders. When you buy your flat you become a leaseholder that means you own your home but not the building. The building still belongs to us and the council is the freeholder. For more information please see the section on Your Lease, Rights and Responsibilities.

Ground Rent

As a leaseholder, your lease requires you to pay an annual ground rent. The amount you have to pay each year is set out in your lease and is collected with your annual management charges. We will send you a Notice to Long Leaseholders of Rent Due (S166 Commonhold & Leasehold Reform Act 2002) in advance of the due date.

Buildings insurance

The insurance section provides further details of our buildings insurance. You will have to pay your proportion of the annual insurance premium. This is included in your management charge.

Home contents insurance

You are responsible for insuring your own home contents and we strongly advise you to do so. The premium is usually payable annually, but your insurers will provide you with details of other payment methods they may operate.

The council in conjunction with Thistle Tenant Risks have arranged a special scheme called Crystal for tenants and leaseholders to protect their belongings and gain peace of mind knowing if the unexpected happens they have cover. To find out more call their helpline on 0345 450 7286. You can also email them at crystal@thistleinsurance.co.uk

Utilities – electricity, gas, water and telephone

The relevant supplier will send you bills for these services. A number of purchasers find the first few years of home ownership a strain on their budget. You may wish to take advantage of the budget payment schemes offered by these services to spread your payments out on a monthly basis. You will often receive a discount for paying by direct debit.

Renting a garage

If you rent a garage charges are payable weekly in advance. You may pay the rent for your garage by Direct Debit. Please contact the Garage Manager on 01293 438354 or email: garages@crawley.gov.uk

Back to top

A guide to management charges

Leasehold legislation

There are two main areas of law that govern what management charges we are entitled to recover from you.

The first is your lease, which details your liability for management charges and when payments have to be made.

The second is government legislation. Sections 18-30 of the Landlord & Tenant Act 1985 (as amended) are the most relevant. These Sections are amended from time to time and were amended in the Commonhold and Leasehold Reform Act 2002. They detail what a management charge is, how you must be consulted about management charges and your rights as a leaseholder to query any charges made.

Once you receive your annual statement of actual costs you are entitled to query the accounts and ask to see any supporting documentation. To do this you will need to make an appointment with the Leasehold Services Team. For more details please see the section on Your lease, rights and responsibilities.

How costs are worked out

The council has to share out the total cost to leaseholders in accordance with the terms of your lease.

If all the flats in a building were sold, we would recover from leaseholders 100% of the costs of managing and maintaining the common parts of the building. If you are the only purchaser in your building you pay your share of the costs and we pay the remaining charges behalf of the tenants. This is then reflected in their rent.

Your lease sets out the number of properties contained in the block and tells you the fraction (per centum) you are responsible for. For example if the block you live in contains 4 flats you are responsible for 1/4 (one quarter) of the costs.

If you are not sure how your contribution has been calculated you should contact the Leasehold Services Team.

Your management charge pays for:

- **Cleaning Services**

Our clearance, cleaning and caretaking team carry out block cleaning. This is done on a fortnightly programme with the exception of Milton Mount which has a resident caretaker. We monitor the standard of cleaning to ensure that it complies with the specification. If a building is being repaired some of the cleaners' tasks may be suspended or varied to take account of the works being carried out.

The removal of graffiti is not generally part of the cleaning contract and is done separately.

You should expect to receive the following service:

- entrance halls, stairways and corridors will be swept and mopped with disinfectant
- communal window sills will be washed and checked
- handrails will be washed
- bin stores will be swept and disinfected separately by a dedicated bin store team
- lamps will be checked and bulbs changed as necessary.

Only Milton Mount has a resident caretaker who is responsible for carrying out cleaning and other duties. The costs relating to employing the caretaker and any equipment needed to do their job are only included in your management service charge bill if you live at Milton Mount.

- **Lighting service**

This covers the electricity consumption of the communal lighting and the cost of any fixtures and fittings such as lamps and bulbs that are changed routinely.

- **Communal window cleaning**

Windows are cleaned in enclosed communal entrance halls once every three months.

- **Grounds maintenance**

Grounds maintenance is carried out across Crawley including individual block's grounds by the council's Parks and Street Scene team. Your local Housing Officer monitors this service closely to make sure work is carried out properly.

What you can expect from the team is laid out in their street care standards. Visit www.crawley.gov.uk/streets to find out more.

- **Routine maintenance**

Your management charge will include items of day-to-day repair required to maintain the common areas of your block. You will have to pay a proportion of the repair charge, for example, drain clearance, roof tiles, cleaning gutters and lift maintenance (if applicable).

- **External painting**

For most leaseholders, this figure will be the largest item within the management charge bill. It will usually occur only once in every seven years when we are obliged under the terms of your lease to repaint the external parts of the structure and the communal hallways and staircases, including any necessary repairs prior to painting.

- **Major repair works charges**

These are large 'one off' items of work for example replacement roofs or windows and we will have consulted you before the work is done. These charges will include both direct and indirect costs (see the section on Consulting you on major works for more information).

- **Maintenance and installation of door entry system**

You are responsible for paying towards the maintenance of your block's door entry system. If your block currently does not have a system your lease may require you to contribute toward installing one in the future.

- **Other costs**

You are required to pay a proportion of the cost of managing your property. These costs are recovered in a number of areas.

- **Administration and management**

These include:

- staff and office costs
- publishing and distributing the leasehold newsletter
- running leaseholders focus groups, other consultation meetings with leaseholders and other forms of consultation with leaseholders e.g. surveys.

- **Staff costs**

This charge is for the cost of staff who work only with leaseholders. It is mainly for the Leasehold Services Team, a share of the central overheads incurred by Crawley Homes and a proportion of the cost of your Housing Officer based on the time they spend managing the block.

- **Surveyor fees**

Surveyor fees are payable on all building maintenance items. The fees cover the work of surveyors in doing technical drawings, writing specifications, contract management and the commissioning of work. The fees vary in amount depending on the nature of the work.

Paying your management charges

Your lease allows the council to bill for management charges in advance, these charges are estimates. The annual estimate is payable in two halves - one payment being due in April and one payment due in October. The October invoice takes into account any over or under payment in respect to the previous financial year. You will receive a Statement of Actual Expenditure enclosed with your October bill.

Once you have received a bill, payment is due within 21 days. If the account remains unpaid after 21 days, the council is entitled to charge interest at 2% above its bankers base rate.

Monthly instalment facilities are not available under the terms of the lease, however if you pay by Direct Debit payment can be made either by two half yearly instalments on 1 May and 1 November each year, or by ten monthly instalments on the first of each month from May to September and then November to March following the issue of the April and October invoices.

Methods of payment are listed on the back of the invoice and include by post, at the Town Hall, by telephone, post office/paypoint and home banking and via the Crawley Borough Council website, www.crawley.gov.uk/payments. If you cannot pay your invoice, you may want to consider the following options.

A private loan from your mortgage lender

Because the management charge covers repairs and improvements to your property, you will usually be able to borrow money from your existing lender. These loans are referred to as second, third charges etc. The loan to buy the property is always the first charge against the property. If you do not have a mortgage, you could consider a loan from a bank or mortgage lender, which is secured by a legal charge against your property. This usually attracts a lower interest rate than one that is not secured. Any loan secured against a property is registered as a 'charge' at the District Land Registry. If the property is sold, the first charge is repaid from the proceeds and if there is any money left the second charge is paid and so on.

Council loan

Under the terms of The Housing (Service Charge Loans) Regulations 1992, if you are the leaseholder of a flat bought under the Right to Buy Scheme you may have the right to a loan in respect of service charges for repairs. We can only offer a service charge loan during the first 10 years of your lease and where the service charge is above a certain amount. We cannot give you a loan to pay off other service charge debts, i.e. ground rent, management charges or insurance. There will be an administration fee and the council will also charge interest on the loan.

Please contact the Leasehold Services Team for an application form.

However it may be cheaper for you to get a loan from your mortgage lender and you should investigate this before applying for the council's scheme.

Service charges over £10,000

Rules introduced by the Government allow the council to consider reducing individual leaseholders' management charges to a maximum of £10,000 in any five-year period.

The management charges that can be taken into account are charges for works of repair, maintenance and improvement. The rules require that the circumstances of each individual leaseholder must be considered against a set of criteria, e.g. financial hardship.

If you have received bills for work totalling over £10,000 within a five-year period you can apply to the Leasehold Services Team for assistance and your eligibility will be assessed.

In August 2014, a new law to cap service charges for improvement works funded by the government came into force. The maximum we can now charge you for major works that are partially or fully funded by money from the government is £10,000 in any five-year period.

Help with housing costs for leaseholders

If you are a leaseholder and in receipt of certain income based benefits an amount of money could be included in your award to help with housing costs for the home you live in. As well as help with interest payments on mortgages and certain other loans, it could help with other housing costs such as ground rent and service charges.

To find out if you can get help to pay for service charges you'll need to contact the Housing Costs section of Jobcentre Plus. Call them on 0845 608 8545.

If you receive a pension you will need to contact the Department of Work and Pensions. Call them on 0800 731 7898.

For more information visit www.gov.uk/support-for-mortgage-interest

Even if you are working you may qualify for help if your income is low, so please contact them if you are in financial difficulty.

What will happen if you don't pay your management charges?

Paying your management charge ranks second only to any mortgage payments you may be making. In other words, payments for hire purchase debts, credit cards or unsecured bank loans are less important than management charges. This is because by not making a payment you could potentially lose your home. Failure to pay other debts usually results in the court deciding a reasonable repayment rate.

If you are having trouble paying your management charge bill please contact the Leasehold Services Team.

If you don't pay your management charges on time we will send a letter to remind you that payment is due. If you fail to pay or contact us we will have no alternative but to take action to recover the debt. This may include:

- Informing your mortgage lender of the debt
- Taking action in the County Court (we could obtain a court order to make sure the debt is paid. This can make it difficult for you to get credit)
- Forfeiture (we ask the court to evict you and return your home to the council) If this happens we will also recover any legal costs incurred by Crawley Borough Council.

We can also charge interest on the debt at 2 per cent above bank basic rate and claim any court costs.

Unhappy with the management charge?

If you disagree with a charge we may be able to resolve the issue without the need for you to take it further. This could not only save you time but money as well. Please contact the Leasehold Services Team. They will be able to explain your bill to you and try to answer any questions.

Even if you dispute the charges, under the terms of your lease, you still need to pay the full invoice without any deductions.

If you are still unhappy about what you are being charged it's always a good idea to get some independent advice. See the section on Independent Advice for who to talk to.

If you are still not happy with the response you receive from the council you have the right to apply to The First-tier Tribunal (Property Chamber).

The Tribunal is an independent body that offers a fair way of settling disputes without having to go to court. Their decision is legally binding and they can deal with disputes including those about service, administration or management charges. If you're disputing your liability to pay, they will look at whether the charge is reasonable in terms of standard of service/ works, cost incurred, and whether the landlord has acted reasonably.

There is a fee for the hearing and for applying although if you're in receipt of certain welfare benefits, these can be reduced or cancelled.

The address of the local First-tier Tribunal (Property Chamber) is:

SOUTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential Property
Havant Justice Centre
The Court House
Elmleigh Road
Havant
Hants
PO9 2AL
Tel: 01243 779394

Email: rpsouthern@justice.gov.uk

www.gov.uk/housing-tribunals

Back to top

Money advice

Most of us need to borrow money at some point in our lives but as long as we pay the money back when we should, it isn't a problem. But if we can't or won't pay the money back debt can quite quickly become a problem.

Don't put your head in the sand and ignore the problem, ask for help before it gets out of hand and you risk losing your home.

There are many organisations who can give you free help and advice about debts. Here are some of them:

StepChange Debt Charity - www.stepchange.org

Debt advice available to all, including debt management plans when appropriate. Tel: 0800 138 1111

National Debtline - www.nationaldebtline.co.uk

Free, confidential and independent telephone helpline for anyone in debt. Tel: 0808 808 4000

Horsham Debt Advice Service - www.hdas.co.uk

11 Queen Street, Horsham, West Sussex RH13 5AA. Tel: 01403 258040

Citizens Advice - www.citizensadvice.org.uk or www.adviceguide.org.uk

Offer advice on a broad range of issues including debts and benefits. They are based at Gleneagles Court, Brighton Road, Southgate, Crawley, RH10 6AD. Tel: 0344 477 1171

Money Advice Service - www.moneyadviceservice.org.uk

Offer independent advice to help people manage their money. Tel: 0300 500 5000

Shelter - www.shelter.org.uk

Offer help and advice on all housing issues. Contact them on Tel: 0808 800 4444

Back to top

Your invoice explained

As a leaseholder of Crawley Homes you will get an invoice two times a year, one in April and one in October.

Both of these invoices are an estimate of charges for the current financial year, but in October an adjustment is made to the invoice to take into account the actual expenditure for the previous financial year.

If you pay by Direct Debit the schedule of collection dates will be printed on the bottom of the invoice.

01 April Invoice

This has two pages.

The first page is your actual invoice and it is the amount at the bottom of this page that you need to pay.

The amount is made up of:

- **Ground Rent**

This figure is half of the amount payable for the full year. As a leaseholder, your lease requires you to pay an annual ground rent. The amount you have to pay each year is set out in your lease. We will have already complied with legislation and sent you a Notice to Long Leaseholders of Rent Due to tell you how much this is.

- **Insurance**

This is half of the amount payable for the full year and is your contribution to the buildings insurance for your block. It does not cover the contents of your home. See the section on Building insurance for more information.

- **Management Charges**

The second page gives the Schedule of Management Charges that tells you what you are paying for. This is an estimated figure for the full year and half is charged to you now.

The list of items is printed on all invoices, but there will be some that do not apply to you. An entry will only appear next to those items that apply to your block.

Administration/ Management charge covers the overheads we have in providing the service to you. It includes, staff and office costs, publishing and distributing the newsletter and consultation costs.

Surveyor Fees are payable on all building maintenance items. The fees cover the work of surveyors in doing technical drawings, writing specifications, contract management and the commissioning of work. The fees vary in amount depending on the nature of the work, but are a percentage of actual costs.

Please ignore the figures in brackets next to the list of items, as these only help us to get the right information from the computer system.

01 October Invoice

If there have been no routine repairs carried out in the previous financial year this will have two pages. It will have three or more pages if routine repairs were carried out.

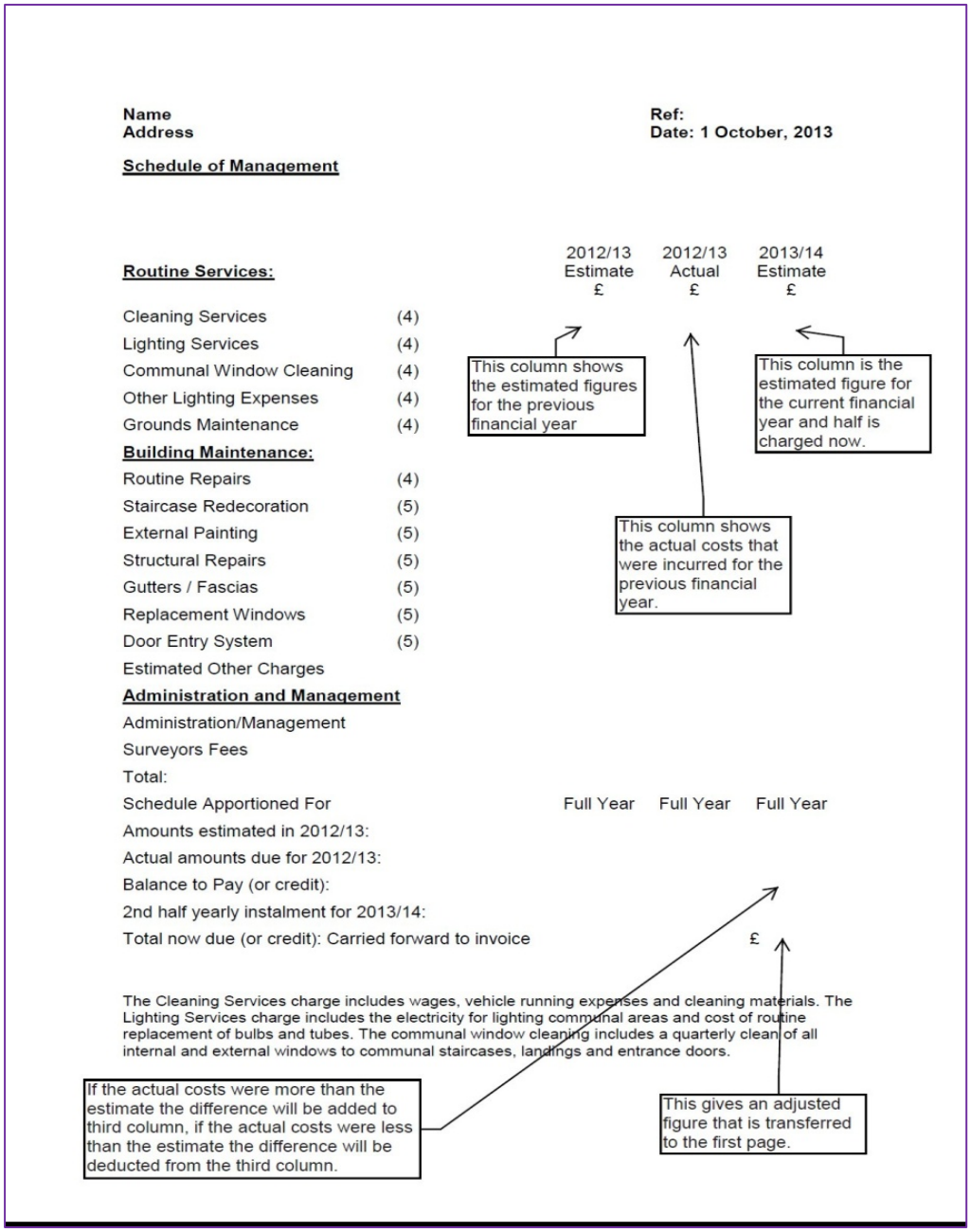
The first page is your actual invoice and it is the amount at the bottom of this page that you need to pay.

The amount is made up of:

- Ground Rent
- Insurance
- Management Charges

The second page is the Schedule of Management Charges; this tells you what you are paying for. This is an estimated figure for the current financial year and half is charged to you now. It also contains any adjustments for where the actual expenditure in the previous financial year differs from the estimated costs for that year.

The first column of figures on the Schedule shows the estimated figures for the previous financial year, the second column shows the actual costs that were incurred. If the actual costs were more than the estimate the difference will be added to third column, if the actual costs were less than the estimate the difference will be deducted from the third column. This gives an adjusted figure that is transferred to the first page.



The third page details all the work carried out to the block that you are required to contribute to.

Payment

There are several ways you can pay and these are detailed on the back of your invoice.

Back to top

5. Insurance

Crawley Borough Council owns the freehold to your property and is responsible for insuring the building. Your home is covered by our block insurance policy and, under the terms of your lease, you are required to pay the premium to the council as part of your management charge. This means that you cannot opt out of our scheme and arrange your own building insurance.

Building insurance only covers the structure and common parts of the building, not the contents of your home such as your furniture and other personal possessions. You need to take out your own contents insurance policy for these items.

Building and contents insurance are both covered in this section. It also includes information on our contractor's insurance.

Building insurance

You do not need to get building insurance as the council does this. If you have obtained building insurance and not made any claims on the policy, you may be able to get a refund. Contact the insurance provider your policy is with.

As stated in your lease, we insure against damage caused by certain unexpected events. These are known as perils.

Building insurance covers rebuilding costs and damage caused to the building by any of the following perils:

- Fire smoke lightning explosion earthquake
- Storm and flood
- Escape of water or oil from fixed systems
- Riot and civil commotion
- Malicious damage
- Theft or attempted theft
- Subsidence heave or landslip
- Impact
- Falling trees or aerials
- Accidental damage
- Terrorism

In the case of malicious or theft damage you should report the matter to the Police immediately and obtain a crime number.

We select an insurer by means of a competitive tendering exercise. The charge for insurance is based on the rebuild costs assessed by the council's valuer.

The building insurance covers not only communal elements, such as the structure, exterior and services of the block for which we are responsible, but also certain internal elements of your home, which it is your responsibility to maintain. Examples are:

- the plaster on the walls and ceilings
- floor boards
- bath and toilet
- doors

The cover generally applies to alterations and improvements for which you should have received written permission from us to carry out (please see the section on Improving or altering your home). However, the sum insured must be increased to reflect any improvements to your property.

If your flat is left unoccupied for more than 30 days in a row, you need to tell the council as your insurance cover may be affected.

If damage is caused to your possessions such as furniture, carpets or clothing you will have to claim on your own contents insurance, regardless of the cause of the damage. You are strongly recommended to take out your own contents insurance.

Please inform Crawley Repairs Team of any damage to the structure of the building or communal areas.

Making a claim on building insurance

During office hours, please contact the claims department at **Arthur J Gallagher Housing on 01245 341 212**

Please contact them as soon as possible even if you are not sure about the claim.

In the event of an incident out of office hours, you should take whatever action is necessary to prevent further damage. If the damage is catastrophic where the cost of loss is likely to exceed £5,000 or where the property can no longer be occupied, please immediately contact the nominated Loss Adjuster on telephone number 0845 070 9500.

The insurers will require written quotes for the repairs from two different contractors. These should be sent with the completed claim form direct to the insurance broker named on the form. If you intend to do the repair work yourself you must send estimates for the cost of materials.

If the insurers decide not to settle your claim they will write to advise you of their decision. You are then responsible for meeting the cost of the repairs yourself.

Carrying out repairs

You should not start work to repair the damage until you have received written permission from the insurers. In some cases the insurers appoint a loss adjuster to inspect the damage. If you start repairs before you have received the go-ahead in writing you may jeopardise your claim. When the insurers agree to settle a claim they will advise you which estimate they will accept. They can pay the claim directly to you but, if you prefer, they may be prepared to make payment to the company carrying out the repairs.

Home contents insurance

Our building insurance does not cover your personal belongings against accidental damage or loss. Therefore, if items such as your furniture or carpets are damaged, you will not be able to claim on the building insurance, regardless of the cause of the damage.

Taking out home contents insurance

Items in your home which are normally protected by contents insurance include:

- furniture
- clothing
- carpets and curtains
- jewellery
- TV, video, stereo etc.

It is a good idea to shop around for the best insurance policy, and we recommend that you take out a policy that includes third party cover. This provides cover if another person makes a claim against you. For example, you may be liable for the damage if you leave a tap running and flood your neighbour's flat.

We strongly advise you to take out your own contents insurance. We also recommend that you carefully check the conditions that apply to any insurance that you have. For example, your contents insurance may specify the types of locks to be fitted to your doors etc. If you do not comply with these requirements you may invalidate your insurance cover.

Crystal Home Contents Insurance

The council in conjunction with Thistle Tenant Risks have arranged a special scheme called Crystal for tenants and resident leaseholders to protect their belongings and gain peace of mind knowing if the unexpected happens they have cover. To find out more visit Crystal Insurance Scheme (crystal-insurance.co.uk) call 0345 450 7286 or email crystal@thistleinsurance.co.uk

Contractors' insurance

All contractors (builders, cleaning companies etc.) who work for us must be fully insured against claims where they are at fault.

What can I claim for?

Any damages caused by an act of negligence by the contractor, for example:

- damage to a part of the building that is yours to maintain, or to your personal belongings
- any damage or personal injury which you suffer, or which is caused to your family or friends visiting your home.

Making a claim

You should make a claim in writing to the contractor immediately and send a copy to the Responsive Repairs Manager at the Town Hall.

You should not repair, replace or dispose of the damaged articles until the contractor, or his insurance company, has given you the written permission to do so.

Settling your claim

If the contractor feels that your claim is valid, he may choose to settle with you direct. Otherwise he will refer the matter to his insurers for a decision. Either the contractor, or the contractor's insurance company, should confirm the result of your claim to you in writing. If you do not hear anything within a reasonable time you should advise the Responsive Repairs Manager, who will ask the contractor to deal with the matter. In the end it is the contractor's responsibility to deal with your claim.

Back to top

6. Repairs and improvements

Both you and the council have responsibilities for keeping your home in good order.

Repairs carried out by the council are split between day-to-day maintenance and major repairs for example structural repairs such as replacement roofs.

The first part of this section tells you who is responsible for carrying out certain types of repairs – whether it is the council or you as the leaseholder. It also tells you how to report repairs.

The second part of this section deals with day-to-day maintenance, such as replacing glass in the communal areas, clearing blocked sewage pipes and repairing broken communal lighting.

The third part deals with major repairs. It also explains the sequence of events of a major works contract, how we will consult you before beginning work and how we ensure value for money.

Responsibility for repairs

Your lease tells you who is responsible for repairing the various elements of the block and your flat. As a rule, you are responsible for maintaining the interior of your flat and we are responsible for maintaining any structural items and communal services, for which you are required to pay a proportion of the cost. The chart on the following pages shows who is responsible for various repairs but if you require any further explanation, you should contact the Leasehold Services team.

Reporting repairs

You can report a repair by calling 01293 438111. The office is open Monday to Friday 8am to 5pm.

Email (for non-urgent repairs) housing.repairs@crawley.gov.uk

Fill in the online form at Report a repair | Crawley GOV

Alternatively, you can visit the Town Hall or write to us at: Crawley Repairs Team, Crawley Borough Council, The Boulevard, Crawley, West Sussex, RH10 1UZ

Please give as many details of the fault as possible to avoid misunderstanding and delays.

Who does the work?

We employ contractors to carry out repairs that are our responsibility. All tradesmen must carry identity cards. Please make sure you check identification before you let anyone into your home. If you have any doubts about someone claiming to be a repair operative from the council please call 01293 438111.

Emergency repairs

If the repair is an emergency and the Town Hall is closed, call 01293 438111 and your call will be transferred to the out of hours service.

Please note we do not give a full repair service outside normal working hours. We will endeavour to do whatever work is needed to make the situation safe. The repair will be completed as soon as possible during normal working hours.

If the repair is one that you are responsible for you'll be invoiced for the cost of the work.

If a lift breaks down with somebody inside you should contact the out of hours service who will arrange appropriate assistance. Alternatively, you can call the Fire Brigade by dialling 999.

Gas leaks must be reported immediately to the gas emergency services on **0800 111 999**.

For more information please see the section on Health, safety and security.

Repairs: Who is responsible?

Plumbing		Council [1]	Leaseholder
	Note [1] The work ticked in the column 'Council' is our responsibly to carry out. You will be charged a percentage of the cost of this work as laid out in your lease as part your management changes bill.		
Re-washer mains stopcock	a) To block	✓	
	b) Inside dwelling		✓
Repair burst or leaking water pipe	a) Up to and including main stopcock	✓	
	b) Beyond stopcock		✓
Repair/replace water storage tank	a) Communal	✓	
	b) Individual		✓
	Repair or replace bath, basin, sink, taps, WC.		✓
	Repair leaking waste pipe, trap, fitting etc., including branches up to the soil stack.		✓
	Clear blockage or repair leak to main soil stack, rain water pipes and gutters.	✓	
	Blockage to branch or soil pipe		✓

Carpentry		Council [1]	Leaseholder
	Note [1] The work ticked in the column 'Council' is our responsibly to carry out. You will be charged a percentage of the cost of this work as laid out in your lease as part your management changes bill.		
Communal Flooring	a) Joists/wall plates	✓	
	b) Floor boards	✓	
	c) Floor tiles	✓	
	d) Concrete floor slab	✓	
	e) Concrete floor screed	✓	
Flooring within flat	a) Joists/wall plates	✓	
	b) Concrete floor slab	✓	
	c) Floor boards	✓	
	d) Concrete floor screed	✓	
	e) Floor tiles		✓
	f) Skirting boards		✓
	Roof structure and Covering	✓	
Staircase repairs	a) Communal	✓	
	b) Within flat		✓

External window frames	a) Frame[2]	✓	
	b) Sashes[2]	✓	
	c) Fixtures/fittings/locks	✓	
	d) Cords & weights	✓	
	e) Putties	✓	
	Note [2] The surfaces of these items which are internal to the lessee's flat are the lessee's responsibility to decorate		
Communal window frames	a) Frame	✓	
	b) Sashes	✓	
	c) Fixtures/fittings	✓	
	d) Cords & weights	✓	
	e) Putties	✓	
Glazing (Window glass)	a) Communal windows	✓	
	b) Windows to flat		✓
Flat entrance doors	a) Frame		✓
	b) Door		✓
	c) Fixtures/fittings/locks		✓
Doors internal to flat	a) Frame/lining		✓
	b) Door		✓
	c) Fixtures/fittings/locks		✓
Communal doors	a) Frame	✓	
	b) Door	✓	
	c) Fixtures/fittings/locks	✓	
Forced entry to flat	a) Break-ins through door[3]		✓
	b) Break-ins through window- damage to frame	✓	
	c) Break-ins through window - damage to glazing only		✓
	Note [3] Leaseholders may claim on the council's building insurance (the lessee will need to include a police crime number)		
	Repairs to fitted units/cupboards in flat		✓

Electrical		Council [1]	Leaseholder
	Note [1] The work ticked in the column 'Council' is our responsibly to carry out. You will be charged a percentage of the cost of this work as laid out in your lease as part your management changes bill.		
In flat	a) Repairs to all fuses – excluding the mains		✓
	b) Renewal of consumer unit (fuse board)		✓
	c) Rewiring		✓
	d) Renewal/repair of fittings		✓
	e) Repairs to individual door bells		✓
Communal	a) Rewiring	✓	
	b) Renewal/repair of fittings	✓	
	c) Repairs to communal door entry systems including equipment within flats	✓	

Heating		Council [1]	Leaseholder
	Note [1] The work ticked in the column 'Council' is our responsibly to carry out. You will be charged a percentage of the cost of this work as laid out in your lease as part your management changes bill.		
Heating and hot water appliances	a) Communal system, excluding equipment solely used inside flat (e.g. cold water storage tank)	✓	
	b) Individual system[4]		✓
	c) Flue liner		✓

Miscellaneous		Council [1]	Leaseholder
	Note [1] The work ticked in the column 'Council' is our responsibly to carry out. You will be charged a percentage of the cost of this work as laid out in your lease as part your management changes bill.		
Plaster	a) Communal	✓	
	b) In flat		✓
Decorating	a) Communal decorations	✓	
	b) In flat[5]		✓
Extractor fans	a) Communal	✓	
	b) Individual (Ventaxia)		✓
Damp/ Mould growth	No external defects - caused by condensation due to lifestyle		✓
	External defect causing internal damage[3]		✓

Note [3] Leaseholders may claim on the council's building insurance.

Note [4] Where the individual system is gas fired, the leaseholder must arrange to have it inspected and serviced annually by a Gas Safe registered contractor. They must be able to produce proof of the inspection and service for the council at any time.

Note [5] Unless the damage is a consequence of the council disturbing the decorations to carry out works to the structure. Where damage to decorations caused by water penetration as a result of a defect to the structure (e.g. leaking roof or defective wall ties) or the actions of other residents (e.g. over-flowing bath, washing machine etc.) leaseholders may claim on the council's building insurance (Please see the section on Insurance).

Back to top

Repairs you must do

As you can see from the previous tables you are generally speaking responsible for services or items that are only used by your household. These may include equipment that we originally provided such as radiators. You must ensure that these repairs are done to a good standard. You must also keep the inside in good decorative order, and keep the garden, yard or balcony tidy.

If you fail to do work that is your responsibility under the lease, we can serve a notice on you, requiring you to start the work by a particular date. If you still do not do the work, we can come and do the work. You are obliged to let our staff and contractors in. You will be charged for the cost of doing the work and making the arrangements. If there is an emergency which results in danger to people, we can do the work without serving a notice first.

Other work we recommend you do

The list below gives examples of regular maintenance tasks and how often they should be done. We recommend that you follow this guide in order to keep your home in good repair:

- Check pipe insulation – every winter.
- Redecorate your flat's external doors (including back gates and store doors) on a regular basis.
- Decorate internal areas – as necessary to maintain in reasonable order.
- Test the electrical installation every five to ten years.

Annual gas safety check

You must arrange for your gas boiler to be inspected and serviced annually by a Gas Safe registered engineer. You must also be able to produce proof of the inspection and service for Crawley Homes at any time.

If you sublet your home you have to, as a landlord, carry out an annual gas safety check by law.

Safety

Be prepared for emergencies – make sure you know where the following are in your home:

- Your water stopcock (this can be found in a number of different places, such as under the kitchen sink or in the airing cupboard. You can cut off your water supply by turning the stopcock clockwise (to the right).
- Your gas-supply lever (this is always at the side of or above the gas meter). Turn the valve clockwise to turn it off. The valve is closed when the line of the handle is across the pipe.
- Your mains electricity switch and consumer unit (fusebox).

For more information please see the section on Health, safety and security.

Day-to-day repairs and routine maintenance

Leaseholders have to pay for day-to-day communal repairs and you will be billed for your proportion of the costs as part of your management charge.

You will not usually be consulted before we carry out routine works unless the cost of the work exceeds a certain limit (for further information see our consulting you about major works section further on). You will receive a repairs breakdown with your October management charges bill.

Unhappy with the work or service?

If you are unhappy with any part of our repairs service you should telephone and tell us about it. Usually problems are sorted out swiftly and amicably at this stage. However, if you feel the problem is still unresolved you should contact the Responsive Repairs Manager, who will investigate the problem and try to resolve the situation. Call 01293 438111.

If you are still unhappy, you may wish to make an official complaint call 01293 438000 email comments@crawley.gov.uk visit How to contact us | Crawley GOV

Back to top

Consulting you on major works

Consultation

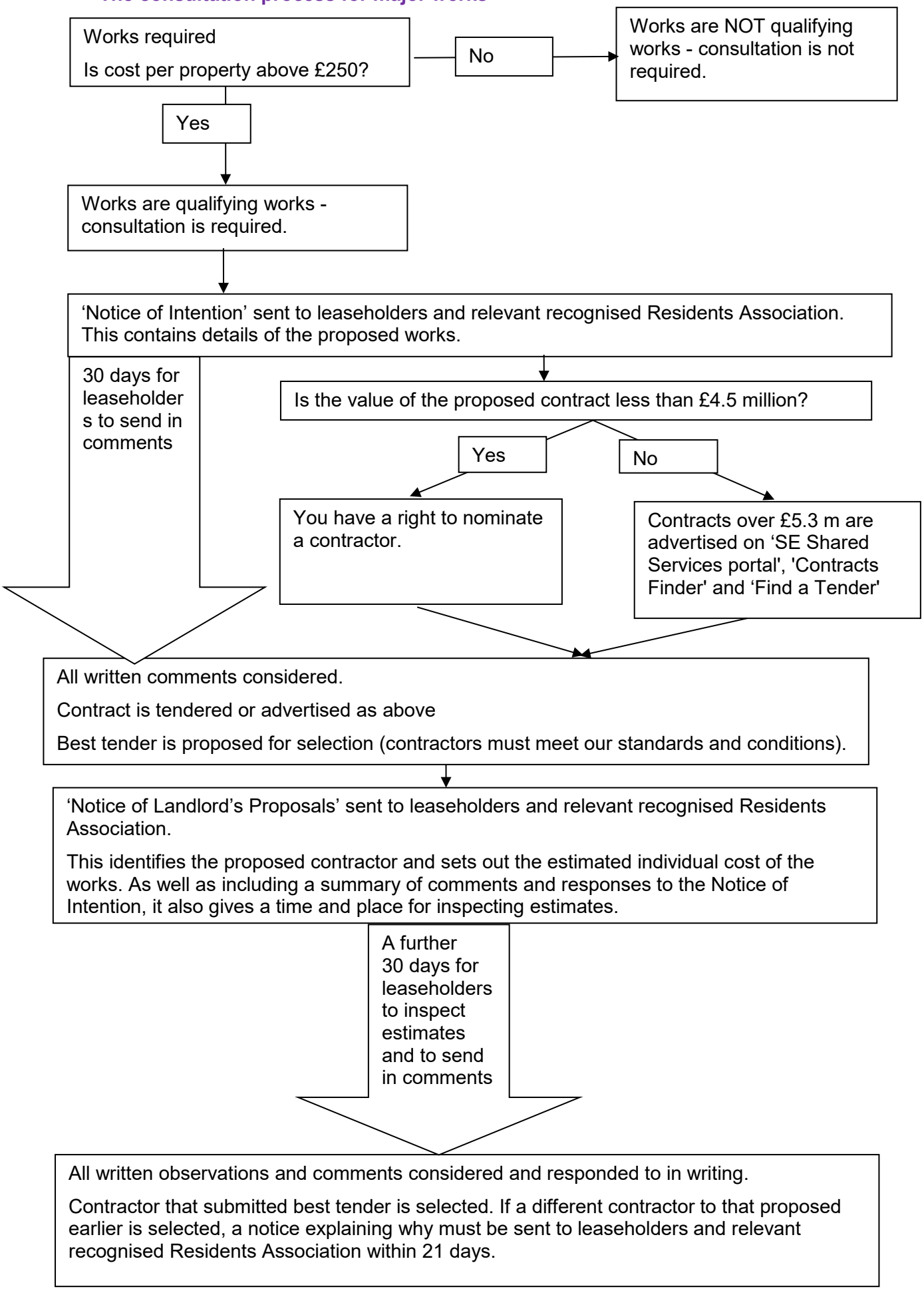
By law we have to consult you about major works to your block if your individual share of the cost is likely to be more than £250.00; these are called qualifying works.

We also have to consult you about service contracts that last more than one year and where your individual share of the cost is likely to be more than £100 per year or where we plan to carry out any qualifying works under this service contract. These are known as qualifying long term agreements.

The consultation process is set out by law and requires a number of notices to be sent to you. The following diagram shows the steps involved for qualifying works. The process is similar for qualifying long term agreements although we will send you a third notice when we intend to carry out works that will let you know your estimated contribution to the cost. If we don't consult you, we can only charge you a maximum of £250 for major works and £100 per year for service contracts. This is unless a Fist Tier Tribunal (Property Chamber) says we don't have to consult with you, but there would need to be valid reasons for not doing so.

As it is our responsibility to maintain the building, as set out in your lease we don't require permission from leaseholders for the works to go ahead or for contracts to be agreed.

The consultation process for major works



If you have a complaint about major works

Report any defective work to the Planned Maintenance team call 01293 438111 and ask for them.

Remember, the sooner you report any problems with the work, the sooner they can be investigated and sorted out. We have very limited power to get faults rectified once we have paid the final bill.

How often are major repairs needed?

All parts of a block have a different life expectancy. It will not be the same for wooden window frames, felted roofs, lifts, entry phones etc. Most parts will need renewal eventually.

Protection against costs

If you bought your flat under the Right to Buy, we can only charge for major works carried out in the first five years of your lease, if these works were itemised on your Offer Notice. The protection period is laid out in your Offer Notice. We calculate this by taking the date of your offer notice and adding 5 years and 6 months. For example:

- If your offer notice was dated 1 August 2014
- You would add five years to bring you to 1 August 2019
- And 6 months gives 1 February 2020.

Once this has lapsed you can be charged for your proportion of any major works carried out to the building.

If the work is carried out within the protection period and was itemised in the Offer Notice, the charge cannot exceed the amount stated. However you must allow for inflation. Since individual leaseholders bought at different times and with different Offer Notices, it is possible that leaseholders in the same block will be charged varying amounts for the same work.

Is there a limit to the costs?

In August 2014, a new law to cap service charges for improvement works funded by the government came into force. The maximum we can now charge you for major works that are partially or fully funded by money from the government is £10,000 in any five-year period.

See the Management charges section for more information on management and service charges.

Back to top

Improving or altering your home

You can redecorate the inside of your flat and replace some fittings within your property without our permission.

However, we realise, you may want to carry out other alterations and improvements in your home, and we are keen to let you do this. Examples of where you need to seek authority from the council as housing landlord of your property are detailed below:

- Works affecting communal services or the structure
- Installing or upgrading central heating
- Installation of replacement windows
- Any change to the internal layout of your property including fitting a new kitchen or bathroom
- Alterations to any services, i.e. electrics, gas, drainage, water
- Erection of a conservatory
- Erection of a TV aerial
- Installation of laminate or hard wood flooring.

If you are thinking of doing this kind of work inside your home, or any alterations that affect your property, it is important to consider the safety implications.

You must get our written permission before you go ahead. This is a requirement of your lease. We will give approval wherever possible, but when it is not possible we will let you know the reasons why. If you are unsure on when you need to approach us for consent, please feel free to contact the Leasehold services team.

If you don't get approval from us you will be breaking the terms of your lease. We could then take legal proceedings against you, which could lead to you losing your home.

When you apply for permission we will give you information about how the application will be processed and details of any conditions that will apply to our consent. You may have to pay for the cost of processing your application. We will give an estimate of the cost of doing this. You will also need to find out if you need to get building regulations approval or planning permission, or approval from regulatory bodies such as Gas Safe Register (gas) or NICEIC (electrical).

In some circumstances, other residents in the block or building will be consulted about your proposals.

If you would like further information or if you want to apply for permission please contact your Area surveyor

Surveyors.east@crawley.gov.uk
Pound Hill, Maidenbower, Northgate, Three Bridges, Bewbush and Forge Wood

Surveyors.south@crawley.gov.uk
Furnace Green, Tilgate, Broadfield, Gossops Green

Surveyors.west@crawley.gov.uk
Ifield West, Ifield, Langley Green, West Green, Southgate

If you replace your windows with a type that does not need painting, you will still have to pay towards the cost of painting window frames to the rest of the block in the service charge. If we replace the windows in the rest of the block you will still have to pay a proportion of this cost.

Visit Permissions for improvements | Crawley GOV for more information.

Back to top

7. Health, safety and security

Most accidents happen in the home. However, by taking certain simple precautions you can avoid many potentially dangerous situations.

What to do if there is a fire

If there is a fire in a room in your home:

- Do not try to put the fire out unless you are sure you can do so quickly and safely
- Leave the room straight away and close the door
- Tell everyone who is at home and make sure they leave the property; closing all doors behind them. This will slow down the spread of the fire and reduce the spread of smoke. Smoke is the main danger in most fires.
- Call the Fire Service straight away. Dial 999, give the phone number you are calling from and ask for the Fire Service.
- Give your name and address and say where the fire is. Wait until the operator has repeated the address.
- If you live in a flat or maisonette and the fire is somewhere else in the building you will normally be safe if you stay in your flat. You should close doors and windows to keep out the smoke. If smoke does get in, leave at once, if it is safe to do so, closing the door behind you.
- If you see signs of a fire in another flat, or the communal areas, please call the Fire Service immediately.

Escape routes – keep them clear

You should make sure that you are familiar with these. Escape routes must be kept clear at all times so it is important to keep the communal areas of your blocks clear of any items.

Self-closing doors – don't wedge them open

Spring-loaded, self-closing doors have been fitted in some key positions in Crawley Homes' buildings. These doors are fire resistant. When closed they stop fire and smoke from spreading. For this reason, they must be kept closed at all times. Please make sure that they are not wedged open. Do not disconnect or remove the self-closing mechanism fitted to doors and frames. If you find any self-closing doors that are not working properly, please report them to the repairs team on 01293 438111.

Before you go to bed, and every time you go out, close as many doors in your home as you can. This will help stop a fire spreading if one starts.

Smoke alarms

It is recommended that you fit a smoke alarm in your home. You can buy smoke alarms at DIY stores, hardware and electrical shops and at many supermarkets. They can be screwed into the ceiling and should normally be fitted at least 30cm away from any wall or light fitting as close to the centre of the room, hallway or landing ceiling as possible. Always read the manufacturers' instructions before fitting.

West Sussex Fire and Rescue Service offers free Safe and Well visits to give safety advice and, where appropriate, fit smoke detectors or other specialist fire detection equipment. Priority is given to those who are elderly or more vulnerable.

Call 0345 8729 719 or visit Safe and Well Visit - West Sussex County Council

Remember to look after your smoke alarm by:

- Testing it weekly by pressing the test button
- Once a year replacing the battery
- Vacuuming gently once a month to ensure dust is not blocking the sensor chamber.

Heaters Liquid petroleum gas (LPG) and paraffin

Your lease does not allow you to have any dangerous chemical or inflammable substance such as liquid petroleum gas.

Gas leaks

If you think there is a gas leak turn off the supply at the meter and call National Grid UK as soon as possible on 0800 111 999.

Do not

- Use matches or naked flames
- Touch / use electrical switches, including lights and doorbells.

Do

- Put out cigarettes
- Open all doors and windows and keep them open until the leak has been dealt with
- Check if a gas tap has been left on accidentally or if a pilot light has gone out.

Gas servicing

If you have your own gas fired heating or hot water system in your flat, or any other gas appliances you must have them inspected and serviced annually by a Gas Safe registered engineer. You must be able to produce proof of the inspection and service to Crawley Homes at any time.

Water

Make sure you know where the stopcock is to turn off the main water supply. If your water supply is cut off for any reasons, make sure that all taps are turned off and plugs removed from all sinks and baths to prevent flooding when the water comes back on. If you get a burst pipe:

- Turn off the water supply
- Turn off the electricity at the mains
- Catch as much water as possible with buckets, pans or cloths.

If the pipe concerned is our responsibility, report the problem to our repairs hotline on 01293 438111. If the pipe is not our responsibility, you will have to call in a plumber. If you are unable to make your own arrangements you may call us but, as explained in the Repairs and Improvements section, you will be charged for any works. To check which pipes are your responsibility, please see the Repairs and improvements section.

Pest Control

The council's professional Pest Control Officer can deal with a wide range of pests in residential and commercial premises. If you need Pest Control to carry out any treatment in your flat, for example for rats, cockroaches or fleas, contact them on 01293 438218. You will be charged for this service.

Security and safety in your neighbourhood

We are keen to improve the general security of where you live. For example good lighting helps prevent security problems. Please report any faulty lights in communal areas to our repairs team on 01293 438111.

Most of the street lights in Crawley are the responsibility of West Sussex County Council. If you want to report a faulty street light, you need to telephone the council's agent SSE on **0800 048 2435** or use the fault reporting link on their web site: West Sussex Street Lighting Services | Home (lightsoninwestsussex.co.uk)

How to reduce the chances of being burgled

You can find crime prevention tips on the following websites:

- Sussex Police: Crime prevention advice | Sussex Police
- Crimestoppers: Independent UK charity taking crime information anonymously | Crimestoppers (crimestoppers-uk.org)

The Crime Prevention Officer at your local police station will also be able to advise you how to make your home more secure call 101 and ask to speak to them.

Never let strangers in unless they can prove their identity. All council workers and our contractors have identification cards. If you are suspicious, check with your Housing Officer or call the Police.

Back to top

8. Taking part in decisions

Taking part in decisions

At Crawley Homes, we believe in resident participation and choice and we want to encourage our leaseholders and tenants to get involved in making decisions about how their homes are managed.

Getting involved

Every time you contact Crawley Homes you could be making a difference. Every call or contact lets us know where things could be improved or if we're getting it right. As well as getting involved in more formal ways.

What you do is up to you as you can choose how and when you have your say. You don't have to go to meetings to have your say and help us improve our service.

Surveys

You can help to influence the service just by responding to any surveys that we send to you.

Complaints and feedback

When you make a complaint you're also telling us what you think about our service and can help us to improve what we do. If you're not happy with anything we've done please feed this back to us. We also welcome compliments when we've done a good job as they let us know what works well.

Meetings in your neighbourhood

As well as getting involved in the work of Crawley Homes, there are also some local neighbourhood forums that meet.

These include: Northgate Matters, Talk Broadfield, Talk Bewbush, Three Bridges Neighbourhood Forum, Langley Green Neighbourhood Forum and Tilgate Neighbourhood Forum.

Tenant and Residents Association

These locally run groups represent local residents, allowing them to speak with one voice on local issues that affect them. Advice and grants are available for new and existing associations.

Tenants and Leaseholders Action Panel (TLAP)

This panel is made up of twelve residents who meet quarterly to scrutinise Crawley Homes' performance, including complaints. The members of the panel are selected through a comprehensive recruitment process.

Training and support is given to members of this panel to help them with their role.

Other consultation groups

From time to time we run Focus groups, displays, workshops and other one off forms of consultation on specific topics and items.

Contact the team

If you want to know more about becoming an involved resident contact the Resident Involvement Team on 01293 438434 or email tenants.groups@crawley.gov.uk

Your ward Councillors and you

Councillors are elected representatives from where you live. They are actively involved in making decisions and represent the residents of their ward. To contact your Councillor you can write to them at the Town Hall or visit Your Councillors - Crawley Borough Council and look up their contact details.

9. Living in your neighbourhood

Rubbish Collection

Crawley Borough Council has a weekly rubbish collection service and fortnightly REDTop recycling collection.

During the summer months the council operates a GREENbin service for green garden waste. There is a charge for this. Find out more by calling 01293 438772.

Bin stores/areas

Please make sure all rubbish is securely tied in black sacks for collection. Bin stores/areas are for the normal domestic rubbish only please do not put bulky household waste or garden waste in them.

Items such as washing machines, sofas, mattresses are your responsibility to clear and you must arrange for them to be removed or take them to the local amenity waste tip. If you are ordering new electrical goods or soft furnishings you can usually ask for the good's supplier to remove your existing items when they deliver your new items.

The council's Waste and Recycling Team provide a special collections service for furniture and other bulky items. Call them on 01293 438772 to arrange for a collection but please note there may be a charge for this service.

Bin chutes

Milton Mount has rubbish chutes that lead to large dustbins. When you are using the chute please:

- wrap all food waste – unwrapped, it will cling to the sides of the chute and cause bad smells.

please don't:

- dispose of lighted cigarettes down the chute
- try to force oversized items into the hopper as this can block up the chutes and cause problems for everyone
- leave any refuse on landings, walkways or any other communal areas – this is not only unpleasant but also a health and safety hazard
- use chutes late at night – this may disturb your neighbours
- put builder's rubbish in the bins.

Keeping a pet

If you have a pet, you must be able to look after it and prevent it from causing a nuisance to other residents. You must also get written permission from us for any pets you have in your home.

Generally you are allowed to keep one dog or cat in your flat if your lease allows it. The council may refuse permission if it believes that it would not be reasonable or fair to keep an animal in your home, so you may not be able to keep certain types of pet.

However we will give special consideration to visually impaired residents with a guide dog.

You must not allow your pet(s) to frighten, annoy or cause a nuisance to neighbours or others living near to your home. Dogs must be accompanied by a responsible adult member of the household and kept on a lead in communal areas.

Examples of nuisance include: allowing your pet to foul in inappropriate places, letting your dog run loose (straying), barking, offensive smells and creating any kind of health hazard. If these happen permission may be withdrawn for you to keep the pet/s and you will be asked to remove them from the home.

If you own a dog you must comply with any laws about keeping them, for example:

- The Control of Dogs Order 1992
- The 1991 Dangerous Dogs Act (as amended 1997).

Keeping dogs in your property is the responsibility of the owner and not the council.

Fences

Fences are erected as boundary markers, not to keep in pets. If the fence is in need of repair, it is your responsibility to keep the dog from straying until such time as the fence is repaired

Birds

Please do not put out food for birds, as this will attract pigeons, which are a nuisance and a health hazard. Action can be taken against residents who feed pigeons or who allow their pets to cause a nuisance.

Television aerials & satellite dishes

At Milton Mount, Dalewood Gardens, Deerswood Court, Aspen Court and other newly built flats, the council provides communal aerials for television users. If your block does not have a communal aerial, an indoor aerial may give good reception.

If you want to fit an outdoor aerial or a satellite dish you must contact your area surveyor at the Town Hall for our permission. You may also need planning permission to erect a satellite dish and you are responsible for paying any costs associated with this.

Nuisance and anti-social-behaviour

The council's Anti-Social Behaviour (ASB) Team provides a service to everyone who lives in Crawley.

This means they can deal with complaints from home owners and private tenants as well as council tenants. They can also deal with community related problems.

They place an emphasis on prevention and early intervention. They aim to intervene in neighbour disputes and community problems as early as possible to work towards an early and successful resolution that works for everyone.

They can help with:

- Abuse, harassment, intimidating behaviour and crime
- Hate crime – including racial abuse and harassment
- Noisy and nuisance neighbours
- Light nuisance e.g. security lights
- Misuse of communal and common areas
- Bonfires
- Dogs barking and fouling
- Drug use and drug dealing
- Anti-social ball games
- Intimidating youths
- Street drinking and rowdy behaviour
- Vehicle problems, such as parking disputes and the use of mini-motos on public land
- Vandalism
- Graffiti.

For tenants the standard of acceptable behaviour is laid out in our tenancy agreements in different clauses that focus on their community responsibilities and include the tenants' responsibility for the behaviour of household members and visitors.

For leaseholders the standard of acceptable behaviour is laid out in their lease in a number of different clauses.

If you, your family, your tenant(s) or visitors to your flat cause anti-social behaviour you could ultimately lose your home.

Making a complaint

If you believe you are being affected by nuisance or anti-social behaviour, try and resolve the issue with the person responsible first – they may not realise the effect their behaviour is having. If you've tried this, or feel you are unable to speak to the person directly, you should contact the Anti-Social Behaviour Team on 01293 438438.

If you complain to the ASB team about nuisance, harassment or anti-social behaviour they will assign a caseworker to investigate, then, in most cases, visit you at home to listen to your concerns and discuss how you would like to see the matter resolved. They will offer you and the person causing the problem support and advice, contact you regularly to keep you informed and check on progress.

Most cases are resolved quickly and successfully by speaking to both parties about the problem. When cases can't be solved in this way, and the anti-social behaviour is extreme and having a significant impact on the lives of people in the community, legal action may be taken. This is however a last resort.

If we are unable to resolve a problem, we will explain why we can't take things further and tell you where you could find further help.

Working with others

The council works with a number of other agencies and departments within the council to tackle, prevent and deter nuisance and anti-social behaviour. These include: the Police, schools, Community Wardens, social services and members of the community.

Back to top

10. Further information

Subletting

There are generally no restrictions in the lease preventing the subletting of the whole of your property. However, you must use your home as a single private residence for an individual or an individual and their family as their only or main home. If your flat is left unoccupied for more than 30 days in a row, you need to tell the council as your insurance cover may be affected.

If you have a mortgage, your lender will probably have restrictions on subletting and you should get permission from them before you go ahead. You must also register the subletting and any further underletting within 21 days by supplying the Leasehold Services Team with a copy of the tenancy agreement.

If you sublet your home, you are responsible for your tenant's conduct. It is therefore important that your tenancy agreement includes the same rules and regulations that apply to you as a leaseholder.

If you sublet your home you will become a landlord and will need to comply with all legislation. More information can be found here Renting out your property - GOV.UK (www.gov.uk)

You must:

- Keep your rented properties safe and free from health hazards
- make sure all gas and electrical equipment is safely installed and maintained
- provide an Energy Performance Certificate for the property
- protect your tenant's deposit in a government-approved scheme
- check your tenant has the right to rent your property
- give your tenant a copy of the How to rent checklist when they start renting from you

We suggest that you should seek independent advice and consider the following points:

- Use a reputable lettings agency to manage your property. Their terms will vary so it will pay to shop around
- Grant your tenants an Assured Shorthold Tenancy for a minimum of six months
- Require your tenants to pay at least one month's rent as a deposit to be held against any damages
- Issue your tenants with a rent book.

Gas safety check

If you sublet your home you become a landlord and by law you are responsible for making sure that gas fires and boilers are kept in good order and checked for safety at least every 12 months. You must keep a record of these checks that have to be carried out by a Gas Safe registered engineer. Details of these can be found from the Gas Safe register at www.gassaferegister.co.uk or call them on 0800 408 5500.

Management audit

This is an audit which looks at the provision of services by the council and management charge costs. The management audit allows you to appoint a qualified auditor to examine:

- How effectively we are carrying out those housing management functions for which we seek to recover service charges
- The extent to which sums payable as management charges are being used in an efficient and effective manner.

This right is exercised by an auditor serving a section 80 notice on the council. This notice must be signed by all leaseholders involved in the request and include your full names and addresses. It should also state the name and address of the auditor and specify which documents the audit will require. The auditor can inspect both documents and the common parts of the buildings managed by the council. If the auditor wants to inspect any common parts, the section 80 notice should state a date on which the inspection will take place.

We have one month from the notice date to respond, and the response should include the supply of relevant documents and facilities to inspect and copy them. Our response should either confirm the proposed inspection date or offer an alternative date. Our costs may be recovered via the management element of the annual management charge. The costs of employing an auditor will be borne by the leaseholders involved in the action.

Leasehold enfranchisement

Leaseholder enfranchisement is also known as 'collective enfranchisement' and means that leaseholders acting together have the right to buy, in some circumstances, the freehold of their block from the council.

The following criteria must be met before this process can take place:

- You must be a 'qualifying tenant'.
- There must be two or more flats in your building. If there are only two flats in the block both must participate in the exercise.
- At least two-thirds of all the flats in your building must be held on long leases; and not more than 25% of the internal floor area (apart from common parts such as stairs) of the building is in non-residential use or intended for non-residential use - for example, as a shop or an office.
- The number of tenants participating must also equal at least half the flats in the block.
- Blocks that are due for demolition within a five year period are exempt from collective enfranchisement.

E.g. in a block of 12 flats, at least 8 flats must be held on long leases, and at least 6 long leaseholders would need to participate in the enfranchisement process.

If these criteria are met, the freehold of the block can be bought from the council. A freehold value would need to be established and agreed. If the value cannot be agreed, either party can apply to the First-tier Tribunal (Property Chamber), to have the value determined.

The address of the local First-tier Tribunal (Property Chamber) is:

HM Courts & Tribunals Service, First-tier Tribunal (Property Chamber) Residential Property, Havant Justice Centre, The Court House, Elmleigh Road, Havant, Hants, PO9 2AL
Tel: 01243 779394 Email: rpsouthern@justice.gov.uk
Any leaseholders considering collective enfranchisement will need the services of a qualified surveyor to provide a valuation of their block for us.

Once the enfranchisement has been completed, the leaseholders will collectively own the block and will be responsible for its management and maintenance.

If you are thinking of considering buying the freehold of your block you can find out more in the booklet produced by the Department for Communities and Local Government (DCLG) called 'Residential Long Leaseholders – A guide to your rights and responsibilities'.

Residential long leaseholders - a guide to your rights and responsibilities - GOV.UK (www.gov.uk)

Extending your lease

Most leaseholders who satisfy a residence test have the right to buy, at a fair price, a new lease expiring 90 years after the expiry of their present lease. To qualify, you must have held your lease for two years or more at the date you ask for a new lease. If you want further information about getting a new lease, you should contact the Leasehold Services Team.

11. Your information

Freedom of Information Act 2000

The Freedom of Information Act entitles anyone to ask the council for any recorded information that it holds. The council can refuse to supply the information if an exemption applies, this includes: Information that can be found in another way; Personal information; Information provided in confidence.

Personal information

All the information we collect is held within the terms of our Data Protection registration. This information may be held on computers or in written files. Our registration allows us to use this information and pass it on to others (within the council) to help us deliver our services to you.

General Data Protection Regulation (GDPR)

GDPR is a regulation on data protection and privacy for individuals within the United Kingdom. It aims to give you control over your personal data that the government and other organisations store about you. It is supported by the Data Protection Act 2018.

Find out more, visit General Data Protection Regulation explained | Crawley GOV

Can I look at my file?

The legislation gives you the right to check the personal information that we hold about you. However, we cannot show you confidential information that is either given to us by other people, or involves someone else, without first getting their permission.

If you want to request to see the information we hold about you, visit Subject access requests | Crawley GOV

Back to top

12. Selling your flat

You are free to sell your property at any time. However, if you bought your flat through the Right to Buy scheme you may have to repay some of the discount.

Repayment of Discount

If you purchased the flat from the council with the benefit of discount and you sell within the first 5 years of your ownership you will have to repay discount to us.

The amount of discount to be repaid will be based on a percentage of the resale value of the property (disregarding the value of any improvements you have made since buying it). This percentage will be the same as the percentage discount you received when you bought the flat.

In the first year, you will have to repay the entire figure, in the second year 80%(4/5), in the third year 60%(3/5), in the fourth year 40%(2/5), in the fifth year 20% (1/5). After the fifth year, you are free to sell without repaying any discount.

For example, if your home was valued at £100,000 at the time you bought it from your landlord, and you received a discount of £20,000, that means that your discount was 20%.

If your home is valued at £150,000 when you wish to sell it, and you want to sell within the second year of purchase, you will have to repay £150,000 x 20% discount x 4/5 i.e. £24,000.

The following are the main exceptions:

- a transfer from one partner in marriage to another following a divorce settlement
- a transfer to another person as part of a will, following the death of the purchaser
- a new partner (or other family member in certain circumstances) following, for instance, the marriage of the purchaser
- a compulsory purchase order.

You do not have to repay the discount if you are re-mortgaging your flat.

It is important to understand that you have to repay discount if you sell the property within the first five years of the original sale (even in the above circumstances). The rules on repayment of discounts are set out in legislation and although we have some discretionary powers to waive repayment, these can only be used in certain serious circumstances.

If you require further information on the requirement to repay discount, you should contact the Leasehold Services Team.

Selling your home within 10 years

If you sell your home within the first 10 years of purchasing it from the council through the Right to Buy, you will have to give us first refusal to buy the property before the flat can be sold on the open market. If you are thinking of selling your flat within the first 10 years of buying it please contact us on 01293 438529.

How to sell

Once you decide you wish to sell there are several routes you can choose to sell your property:

- You can arrange the sale through an estate agent, who will advertise your property and arrange for prospective purchasers to view it. Estate agents charge a commission fee, based on the eventual sale price, or a lump sum payment in advance.
- Alternatively, you can arrange the sale yourself. If you choose to sell this way you must take great care to ensure your personal security as there will obviously be no agent to accompany potential purchasers.

Who to notify when you sell

Your solicitor will contact the Leasehold Services Team when you are selling your home.

You must notify the local utility companies for gas, electricity and telephones to arrange a meter reading for the day you move and contact Council Tax with your new address.

Do you rent a garage?

If you rent a garage and you want to give it up you must give the Garages Team one week's notice that you are leaving and the keys must be handed in on the day you move. Please do not hand the keys on to the person buying your flat. There are sometimes long waiting lists for some garage sites and the new leaseholder must join the queue.

Back to top

If you would like help to understand this handbook please contact the Housing Service Promotion Officer on 01293 438257 or email: housing.news@crawley.gov.uk

If you want to write to us our address is:

Crawley Homes, Crawley Borough Council The Town Hall, The Boulevard, Crawley, West Sussex RH10 1UZ

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