



LANCASTER CITY COUNCIL
Promoting City, Coast & Countryside

Council Housing Services

Service Commitment to Leaseholders

Leaseholders handbook

This information can be made
available in
large print, audio, braille
and other languages.
For further details please contact us
on (01524) 582929.

www.lancaster.gov.uk

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Our Commitment to Leaseholders

Foreword

To all Leaseholders

This 2005 Service Commitment to Leaseholders replaces the 1999 (revised) version. It sets out the various rights and responsibilities of the Council and you as leaseholder. It reflects modern standards and processes, and changes introduced by the Commonhold and Leasehold Reform Act 2002. It helps explain areas of concern or confusion, and formalises the Council's commitments to all leaseholders.



Disclaimer

The information given in the commitment is a guide to how the Council approaches leasehold management and its interpretation of the lease and the Housing Acts provisions. The Council is not responsible for any guidance or advice given to you by any appointed agent acting on your behalf prior to your purchase of the lease.

Further information is contained in the booklet Residential Long Leaseholders – A guide to your rights and responsibilities, and Applying to a Leasehold Valuation Tribunal, published by ODPM (The Office of the Deputy Prime Minister) - see Useful Contacts, page 23.

Future Changes

Any changes to processes and procedures affecting the management of the Council's leasehold portfolio that affect its commitment to you will be notified when introduced.

Useful Contacts

There are a number of contacts available for additional advice or help if you need it. These are listed from page 23 at the end of this booklet

Compliments, Comments and Complaints

Council Housing Services is determined to provide the best possible service. To do this successfully, we need your help. We need to know what you think about the quality of services. You can help us to provide a well-run service by telling us your views.

1 Reporting a dispute or complaint

The Council is committed to resolving any disputes or complaints at the earliest opportunity. Initial enquiries should be made to the Housing Office - see Useful Contacts, page 23.

If you have any complaints about the standard of workmanship, quality of materials used, length of time taken to complete a repair, planned maintenance or improvement works, consultation procedures, services provided, service charges, administrative procedures or any other leasehold matters, and you are not satisfied with the Council's response, you should register your complaint with the Housing Office quoting the Council's complaints procedure, a copy of which is available on request.



Complaints should be made in writing so that any disputes regarding leasehold matters can be substantiated and agreed:

- By letter to the Head of Council Housing Services, 38 Cable Street, Lancaster, LA1 1HH
- By e-mail to councilhousing@lancaster.gov.uk
- By telephone to 01524 582929 and a member of staff can fill in a complaint form for you
- In person at 38 Cable Street, Lancaster and a member of staff can fill in a complaint form for you.

2 Handling complaints

Our standards for handling complaints are:

- We will write to you within two working days of receipt to let you know that we have received your complaint.
- We will send a full written reply within five working days. If we cannot send you a full written reply within five working days, we will write to you to let you know the reason why this has not been done, and the date when a full reply will be given.

If you are not happy with our reply to your complaint, or if you do not think we dealt with it properly, then you can ask for it to be reviewed by the Head of Council Housing Services.

- The Head of Council Housing Services will carry out a further investigation, and will reply to you within 10 working days of your request.

If you are still not satisfied and wish to appeal, then you can take the complaint to the Housing Complaints Panel.

- The Panel should meet within 28 days of receipt of your decision to appeal.

If you are unhappy with the final response from the complaints procedure, you can apply to a Leasehold Valuation Tribunal for a determination - see Useful Contacts, page 23.

3 Getting involved

All leaseholders are encouraged to get involved in commenting on and developing the services provided.

Regular estate/site walkabouts are carried out and leaseholders are welcome to take part in these estate/site inspections. You will be advised in advance of the dates and times of these inspections, and they will also be publicised on the Estate/Site Notice Boards.

4 Equality policy

Council Housing Services aims to ensure that all people attending its services and staff, are treated with respect for their diversity and for their rights as individuals.

We aim to provide a secure environment and a customer care-orientated service for everyone regardless of race, colour, ethnic origin, disability, sexuality, gender, age and nationality.

Council Housing Services recognises that racial harassment causes problems for tenants and residents and that many people can have their quality of life severely damaged by it. Council Housing Services will not tolerate any kind of racist behaviour or racist activities on or near Council estates.

Oppressive and discriminatory behaviour will not be accepted.

Care and Repair Responsibilities

1 Care and repair

It is in the interest of the Council and leaseholder that the structure of your home and any communal areas are well maintained. The Council is responsible for the service, repair, planned maintenance and improvement of the structure and common parts of your home. This includes common areas associated with the block and estate that benefit all residents. It does the works and you are responsible for paying for your portion of them. This does not include items of works funded directly from your Council Tax payments.

The Council operates the following:

- An 'in house' repairing service for day to day repairs and maintenance.
- A contract maintenance service for the annual servicing, maintenance and call out facility for items such as door entry systems etc.
- A planned maintenance/improvement service for cyclical works and improvements such as window replacement, painting and decorating etc.

An independent stock condition survey is undertaken, approximately every 5 years. It includes identifying investment needed to maintain the structure of blocks of flats. Works are done within the planned maintenance and improvement programme. The Council inspects properties and estates to determine when work will take place. It takes into account the general condition of properties and estates, and any financial implications on the Council. These works are subject to consultation with leaseholders.

For all repairs, maintenance and improvements, the Council is in partnership with you and will consult where practicable, and always where required by law, to ensure works are carried out in the full knowledge of leaseholders. The partnership needs you to tell the Council of any services, repairs, planned maintenance or improvements you would like, or you consider are necessary. This helps the Council to fulfil its responsibility and safeguard your interests should any dispute regarding service charges occur in the future.

2 What parts of the building will the Council, as freeholder, maintain?

The lease for your property is general to cover all types of flats. It may contain some services the Council is responsible for that are not provided where it feels the cost and benefit to leaseholders and tenants does not justify providing it. If you feel that any of these services should be provided, please contact the Housing Office

The Council is responsible for maintaining:

- ❑ The estate: all the common roads, access ways and paths within the estate that are common to all residents.
- ❑ The building: all structural parts of the building in which your flat or maisonette is contained. This includes the walls, roof, foundations, floor joists, roof timbers and the window frames, but not glazing. Note that glazing is only included if window frames are renewed or repairs to the frame necessitate glass replacement.
- ❑ Ducts taking services to more than one flat or maisonette.
- ❑ External parts of the flat or maisonette including gutters, rainwater pipes, electricity supply and gas supply from any meter located in common areas to your flat or maisonette (see The Council's priority repairs scheme section 2 where some external items may require access to your home e.g. front door frame, window frame etc).

Subject to any consultation requirements, the Council will decide who should carry out the repair work and arrange for the repairs to be undertaken, normally by appointment and within the time specified against each type of work (see The Council's priority repairs scheme, page 13).

3 Which items of repair are your responsibility?

All internal items, i.e. repairs to your flat or maisonette (see also Leaseholder's rights, permission for alterations, page 21) including:

- ❑ The window and glazing except where the Council replaces window frames necessitating re-glazing
- ❑ The ceilings not including joists or beams
- ❑ Flooring but not solid floors
- ❑ All internal doors
- ❑ All plaster and other surfaces to all floors, walls and ceilings in your home
- ❑ The entrance door to your home but not the door frame
- ❑ Any water tank for your home but not communal tanks serving other flats in the block
- ❑ All plumbing and electrical services in your home including heating systems
- ❑ All fixtures and fittings in your home. An exception would be an entryphone cable and phone installed by the Council
- ❑ All internal decorations

Note: Should an emergency occur, the Council may have to undertake some of these works if a tenanted property or structure of the block is affected, but only where the cost is recoverable from the Council's insurance. For insurance not held by the Council, payment of the works is due directly from the leaseholder who can then make a claim on their insurance policy. In this circumstance it is the leaseholder's responsibility to register the claim with their insurers.

4 What other responsibilities do you have?

You must ask permission from the Council if you want to do work at your own expense to the structure of your flat or common areas e.g. double glazing etc. This does not remove the Council's liability to undertake repair or replacement works, nor your responsibility to pay for them (see also Leaseholder's rights, permissions for alterations, page 21)

Note: The Council will, wherever practicable, grant permission subject to the work being carried out to the Council's specification and you getting any necessary planning permission or building regulations approval. The Council must be notified upon completion of the work so that an inspection can determine compliance with the specification. Failure to comply could result in the Council remedying the failure or reinstating the former feature which would be at your expense.

5 Access to your home

The Council can have immediate access to your home in emergencies. Your lease asks you to give the Council access to your home where reasonable notice is given, to complete a service, repair or improvement. If you refuse the Council can serve a notice which will allow access without your permission.

6 What do you do if a repair takes longer to complete than you think is reasonable?

Tell the Housing Office about any delay. If the delay continues or you are not satisfied with the response, contact the Repairs and Maintenance Manager (see also Reporting a Dispute or Complaint, page 6).

7 Who do you contact in an emergency?

If you have a real emergency that is the Council's responsibility, either telephone 01524 582929 during working hours, or 01524 67099 if outside office hours (available year round). Only use 01524 67099 if there is an immediate danger to yourself, other people, or to the property. The Council will act accordingly.

Emergency repairs are more expensive than routine repairs, and therefore your service charges may be higher if emergency services are called. The extra cost may be charged directly to you if the repair reported is clearly not an emergency, or is found not to be the Council's responsibility. If it is genuine, it is in your and the Council's interest for a repair to be completed quickly regardless of cost.

8 Decorating – who is responsible?

The Council will decorate the external window frames and other outside woodwork and metalwork to your home, normally on a four year cycle. The other flats, maisonettes, staircases, landings and hall in your block will be decorated at the same time.

NOTE: The four year cycle is a guide only. The Council will try to achieve this but other considerations, e.g. general condition of the decoration, may result in work being brought forward or delayed. It will only do this where it is satisfied it is reasonable to do so, that compliance with the lease conditions is maintained, and subject to any consultation requirements.

9 Communal television aerials

If the communal TV aerial / satellite connection is not working, please report it to the Housing Office, but first check that your TV is not at fault.

10 Entryphone systems

If your entryphone system has broken down, report it to the Housing Office.

12 Lifts

If a lift is out of order, please report it to the Housing Office.

13 Insuring the building

The Council is responsible for insuring the building for which you will be charged the cost. On request, you have the right to a written summary of, copy of, or to inspect the policy. You can contact the insurer directly to notify damages, but not to make a claim. You do NOT have the option to insure yourself. You can contact the Council's Insurance Officer for insurance matters (see Useful Contacts, page 23).

14 Care of the property and its surrounding areas

The Council is responsible for:

- Ensuring the cleanliness of the shared area of the estate
- Enlisting the co-operation of all residents so that reasonable behaviour is maintained on the estate
- Taking appropriate action in an emergency
- Replacing light bulbs to staircases, landings and lobbies

You are asked to keep the areas outside your front door clean and tidy. Communal windows, staircases, landings and lobbies will be cleaned where contracted in accordance with the contract provisions.

How and Where to Report Your Repairs

1 Reporting

To report a repair, telephone, write to, email, call in at the Housing Office, or register via the Council's web site (see Useful Contacts, page 23).

Other than emergencies, it is preferred that any requests are made in writing or logged via the web site so that any dispute regarding service charges can be substantiated and agreed.

Unless the repair is very straight forward, or an emergency, an Inspector may need to call first, so that the right materials can be brought for the job.

If possible, leave a telephone number or tell the office when you can be at home, so that you can be contacted if needed. Repairs are by appointment where access is needed to your home. If for any reason you need to change the appointment, please contact the office as soon as possible to rearrange it. If you are not at home when the contractor calls and access is needed to your flat, a card will be left so that you can rearrange the appointment but there may be a charge.

All Council, British Gas, Electricity and water company employees carry identification. Always ask to see it. If in doubt, don't let them in.

Council employees and contractors are expected to leave your home or communal areas clean when they have finished the work. We inspect a random percentage of all repairs afterwards to check they have been done correctly. If you are not satisfied please let us know.

Planned maintenance or improvement works do not need reporting as these are carried out at particular intervals, e.g. external painting will be done approximately every four years. This does not affect your right to report a repair if you feel the condition warrants a referral. Your request will be dealt with on its merits.

Wherever possible, the Council will have completed any necessary planned maintenance or improvement works on a flat or maisonette where the lease is purchased via a Right to Buy application. However it is not obliged to do so and may have exercised its right to suspend work.

Where work has been suspended until after the Right to Buy sale of the lease of your flat or maisonette, a charge can only be made if you were correctly notified and is included in your five year service charge notice given during the right to buy process.

The Priority Repairs Scheme

1 How quickly can you expect repairs to be done?

The Council operates three categories with a different target completion time depending on the type of work required. They are subject to any statutory consultation requirements, or determination by a Leasehold Valuation Tribunal. The list is not comprehensive. Other items may be determined when reported e.g. maintenance of hedges, shrubs etc.

Category 1: Emergency work to be carried out within 24 hours

(immediately where there is danger to life or limb, or serious damage to property)

1. Gas leak in common areas.
2. Electricity supply failure or dangerous fault in common areas.
3. Water supply failure (burst pipe or tank) in common areas.
4. Breakdown of dwelling security (common door, common lock or serious window fault).
5. Drain blocked with serious leak of sewage.
6. Communal heating system breakdown.

Category 2: To be carried out within 7 days

1. Blocked drain, sewer, waste or gully.
2. Leaking soil pipe or drain.
3. Water penetration.
4. Repair or patch roof if leaking.
5. Staircase lighting (in flats – if total failure).
6. Re-glazing of communal areas.
7. Lighting in common courtyards.

Category 3: To be carried out within 6 weeks

1. Blocked or broken gutters and down pipes.
2. Re-fix chimney pot or cowl.
3. Re-fix or renew roof tile or slate.
4. Repair or ease external communal doors.
5. Repair or ease windows, frames or fittings.
6. Replace rotten flooring in common areas.
7. Repair to window sill.
8. Remedy defective plastering in communal areas.
9. Glazing repairs other than internal doors/windows.
10. Joinery repairs not specified elsewhere, that are communal/or structural.

Other than emergencies, in some circumstances and by appointment, the Council will try to complete the repair sooner e.g. if it affects nursing mothers, elderly or disabled people.

If an inspection is needed, the Inspector will identify the work required and category for completion. Our contractors must complete within the target period. If you think

work is taking too long please let us know straight away. This helps the Council ensure that categories are correctly identified and targets are being met.

The priorities do not include improvement or planned maintenance works (see How and Where to Report Your Repairs, page 12) unless repair work is needed independently of the Council's programme.

Some reported non urgent repairs may be held over until they can be included in the programme of planned maintenance, (e.g. replacement of windows, external doors, renewal areas of roof, etc) where it is considered reasonable to do so and that compliance with the lease conditions is maintained.

1 Invoices & Statements

Invoices will only include qualifying items (see Leaseholder's Rights, Consultation, page 20). The Council believes its charging method is compliant with a reasonable and stable charging regime. The responsive repairs service is provided 'in house' and subject to Best Value audits. All other repair services are tendered for, or quotations requested, and the total tender or quotation value accepted is the lowest price meeting any specified standards and conditions. In totality the repairs service is the most reasonably priced the Council can offer. This does not guarantee that all individual works within the tender or quotation are the cheapest available. See also Charges for Heating, page 16.

The Council will record all individual elements that make up the invoice on the service charge statements issued each year. Where appropriate, items of expenditure will be highlighted and supplementary information given with the statement.

Charges may have to be apportioned to reflect the contribution required by the leaseholder. There are several methods of apportionment.

- ❑ Charges specific to the flat, e.g. insurance charged at 100%.
- ❑ Charges to the block, e.g. roof repair charged at cost divided by the number of flats in the block.
- ❑ Charges to part of the block, e.g. soil stacks charged at cost divided by the number of flats affected.
- ❑ Charges to the estate, e.g. signs on estates charged at cost divided by the number of properties on the estate.
- ❑ Management expenses. This is clearly identified in Schedule 5 of your lease, calculated as 5% of the equivalent annual rent and covers the following expenses:
 - File maintenance
 - Maintenance of computer systems
 - Production of reports from the Council's Repairs System
 - Determination of repair liability
 - Production of copy orders for file
 - Liaison with other Council Services for chargeable items, e.g. insurance
 - Calculation of the cost of liability to be charged
 - Production of service charge schedules
 - Production of service charge statements
 - Production of service charge accounts and associated documentation
 - Arrangement of tenders for improvement works
 - Statutory consultation with tenants on various works and service
 - Statutory notice of intention to collect ground rent
 - Interpretation of the various Acts in relation to Lessees

- Interpretation of the ODPM guidelines on service charges
- Liaison with Lessees, electronically, by letter, telephone, or in person
- Production of ad hoc information for Lessees, e.g. Summary of Service Charge Guidelines
- Administration of the Complaints Procedure
- Advice to Council Committees on leasehold matters
- Legal advice on leasehold matters
- Debt recovery administration

The charge is calculated by assessing 5% of the annual rent of a council flat or maisonette with the same valuation (not market value) of your home, determined by the Council's Valuation Officer. The method of calculation is in accordance with the Office of the Deputy Prime Minister guidelines determining the rent of all council housing stock.

- Charges for heating costs provided by a centralised boiler system using the Council's calculation procedures. The Council will try to ensure a best price annual contract with one of the current suppliers of gas using the Council's procurement procedures.
- The charge is calculated by dividing the estimated annual cost of heating by the total number of radiators/heating units designated for the block of flats multiplied by the number of radiators/heating units designated for your flat. The number of radiators/heating units designated is determined by the Council's Repairs and Maintenance Manager.
- Charges for insurance.

The Council will offer you a service charge loan during the first 10 years of the original lease, where the total service charge demand is more than £1900 in any one year. The minimum loan is £640 and the maximum £25,250 adjusted annually by the Retail Price Index. Loans are repayable between 3 and 10 years depending on the size of the loan. Interest is charged equal to the Council's mortgage interest rate. Alternatively, paying by standing order over a shorter period is interest free and may be a more suitable option.

The Council will consider reducing your service charge bill at your request if the total service charge demanded over five years exceeds £10,000. Although discretionary, the Council must apply the criteria laid down in respect of exceptional hardship.

2 Charging Method

All services charges should be collected estimated annually in advance, however to assist leaseholders the Council operates three charging methods:

- The Council will, for the first five years from the original sale of the lease, tell you in advance what the charges will be for each of those years. Charges are yearly in advance. If you purchased your property mid-financial year, the charge is apportioned to the 31 March, then annually for four years and apportioned in the final year to the date of the fifth anniversary of the sale. Any over charge is refunded at the end of each financial year. Any under charge will be charged except for fixed costs or for planned maintenance or improvement works.

- Leases prior to 1987 (when the five year rule was introduced), and those now outside of the five year rule, the Council will charge annually in advance for fixed costs, i.e. those that will not change during the year, and in arrears for actual expenditure incurred during the financial year.
- Leaseholders who are in leasehold for the elderly schemes are charged once only, annually in arrears for actual expenditure.

High Cost Items - The consultation process will ensure that all leaseholders are warned in advance of any future commitment.

Advance estimate of anticipated charges - For items not subject to the consultation process, the Council will inform leaseholders when orders are raised advising of the chargeable item and it's estimated cost.

3 Ground Rent

The Council will serve a notice of its intention to collect ground rent, and subsequently issue an invoice separately from any service charge demand.

4 Billing and Collection

The Council will issue you with a draft statement no later than July each year to enable any disputes to be resolved. This is in advance of the final invoices, statements, copy invoices and associated documentation that you will get no later than six months after the end of each financial year i.e. 30th September, to an address nominated by the leaseholder setting out and including:

- The service charges the individual leaseholder must pay separated by each element e.g. management costs, services, major works / improvements, responsive repairs, insurance (if applicable), items subjected to consultation etc
- The total service charges for the group of properties involved
- A copy of invoices and any other associated documents
- A brief summary of the rights and obligations of the leaseholder in relation to service charges

You may inspect, make copies of, all the original invoices and other documents produced for the statement on request giving the Council 21 days written notice. Any extra cost to the Council can be treated as a management cost and added to this element of the service charge. The Council will guarantee making available any requested inspection, for a period of no more than two months, commencing no later than one month from the date of the request.

The Council offers a range of payment options and are:

- | | |
|-----------------------|----------------|
| ▪ Cheque | ▪ Post Offices |
| ▪ Regular instalments | ▪ Web |
| ▪ Standing Order | ▪ Telephone |

Income support, which is paid by the Benefits Agency, can help with service charges imposed on a claimant as a condition of occupying the home and connected with the provision of adequate accommodation. Help may be given with the charges for items such as management fees, insurance, minor repairs and the cleaning of communal areas. Service charges for personal day-to-day living expenses (e.g. heating provided to individual flats) are excluded. Charges for major repairs and improvements are also excluded but in certain circumstances income support available from the Benefits Agency can help with any loan interest taken out to cover such costs.

Housing benefit is not paid to home owners.

5 Arrears & Forfeiture

The Council will:

- Give prompt written reminders when payments and instalments are missed.
- Accept small incremental payments by agreement to ensure the charges are paid by the time the next invoice is due.
- Give house calls and home interviews.
- Offer debt counselling and welfare rights advice.
- When charges are challenged, negotiate payment of undisputed parts of the bill whilst the disagreement is being resolved.

Non-payment of charges not under investigation following a challenge (see Leaseholder's rights, page 19), may render a lease liable to forfeiture. This will only be considered for debts in excess of the specified amount, and outstanding in excess of the specified period, laid down by the Commonhold and Leasehold Reform Act 2002.

Leaseholder Rights

1 This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

2 Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.

3 You have the right to ask a Leasehold Valuation Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine:

- Who should pay the service charge and who it should be paid to.
- The amount.
- The date it should be paid by.
- How it should be paid.

However, you do not have these rights where:

- A matter has been agreed or admitted by you.
- A matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose.
- A matter has been decided by a court.

4 If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.

5 Where you seek a determination from a Leasehold Valuation Tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.

6 A Leasehold Valuation Tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where:

- It dismisses a matter because it is frivolous, vexatious, or an abuse of process.
- It considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.

The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.

7 If your landlord:

- Proposes works on a building or any other premises that will cost you or any other tenant more than £250.
- Proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period.
- Your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a leasehold valuation tribunal has agreed that consultation is not required.

8 You have the right to apply to a leasehold valuation tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

9 You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must:

- Cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods.
- Cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.

The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

10 You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

11 You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

12 Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to

pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

Additional rights and responsibilities

In addition to the prescribed rights and responsibilities outlined above:

1 Insurance

The Council is responsible for insuring the structure of the building. You have the right to a written summary of, copy of, or to inspect the policy.

2 Representation

You can choose to be formally represented in leasehold matters. This can be via your local Residents' Association or Leaseholder Group. Ask the Housing Office for details. Alternatively you may choose to be represented by a solicitor.

3 Opting Out

You have the right to purchase the freehold of your flat subject to a minimum of two thirds of the flats in the block being leased. Before considering purchasing the freehold you should seek professional advice.

4 Leases

You have the right to extend the term of lease if you have owned it for more than two years, or the right is inherited from a deceased leaseholder and is within two years of the granting of probate.

You have the right to have lease provisions varied. This must be via agreement with the Council or by application to a Leasehold Valuation Tribunal.

You are entitled to receive all works and services contained in the lease.

5 Assignment

You (or your solicitor) wishing to sell your interest are entitled to request details of previous years' accounts, and supplementary information.

6 Anti Social Behaviour

The Council has a published policy and procedures document. You are afforded the protection of, and are subject to, the provisions of the document.

7 Permission for Alterations

You have the right to ask permission to undertake alteration to the structure of your home e.g. double glazing. Subject to any technical, health and safety, planning permission, building regulations, or other relevant conditions, the Council will not

withhold permission. This does not affect your, or the Council's obligations under the terms of the lease for future repairing or replacement works. It is your responsibility to ensure any planning consents or building regulations are approved in advance of any work undertaken.

Useful Contacts

1 Your landlord

Your landlord is Lancaster City Council.

The address you should serve any notices on is Lancaster City Council, Town Hall, Lancaster, LA1 1PJ.

If you have a query about your lease or matters relating to your property please contact:

Council Housing Services, 38 Cable Street, Lancaster LA1 1HH

 01524 582929

 councilhousing@lancaster.gov.uk

Leasehold service and account enquiries

 01524 582542

 councilhousing@lancaster.gov.uk


Fax 01524 33693

Repairs


All repairs can be reported to the housing office at 38 Cable Street, Lancaster by:

 01524 582929

 online at www.lancaster.gov.uk

 councilhousing@lancaster.gov.uk

We operate an out of office hours emergency repairs service that you can phone when the offices are closed.

 **01524 67099 for out of office hours emergency repairs**

Planned maintenance and improvements

 01524 582949

 councilhousing@lancaster.gov.uk

Fax 01524 582553

Insurance matters

 01524 582133

Fax 01524 582160

 finance@lancaster.gov.uk

Compliments, comments and complaints

 01524 582529

Fax 01524 33698

 councilhousing@lancaster.gov.uk

2 Copies of leasehold publications

These are available to download from:

<http://www.communities.gov.uk/corporate/publications/>

3 Independent advice

The Leasehold Advisory Service (LEASE)

31 Worship Street
London
EC2A 2DX



020 7374 5380

Fax 020 7374 5373



info@lease-advice.org



online www.lease-advice.org

Lancaster CAB

87 King Street
LANCASTER
LA1 1RH



0870 126 4035

(24 hour automated service)

Fax 01524 846447

Morecambe CAB

87-89 Queen Street
MORECAMBE LA4 5EN



01524 400400

Fax 01524 400401

4 Leasehold Valuation Tribunal

Leasehold Valuation Tribunal

20th Floor
Piccadilly Plaza
Manchester
M1 4BE

Tel 0845 100 2614 Fax 0161 237 3656

5 Income Support (benefits advice)

Social Security Office

Mitre House
Church Street
Lancaster
LA1 1EQ



01524 598000

Social Security Office

67 Queen Street
Morecambe
LA4 5HW




01524 302100

Contact Information

Council Housing Services


38 Cable Street
Lancaster
LA1 1HH

 01524 582929

 councilhousing@lancaster.gov.uk

Our office hours are 9.00 am to 5.00 pm weekdays
(10.00 am to 5.00 pm Wednesdays)

In an emergency ring the Council's Central Control Centre,
which is open 24 hours a day, 365 days a year.

The number to call is  01524 67099

Calls may be recorded
to help improve our standard of service and accuracy of information