



# Leaseholders' handbook

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Welcome to the leaseholders' handbook - your handy guide to home ownership with Newlon Housing Trust and Access Homes (our Shared Ownership subsidiary). This handbook provides useful information about your lease and explains our role in managing your property. As many leaseholders are first time buyers, the prospect of home ownership can be quite challenging and although this booklet covers many common queries, it cannot cover all issues which may affect you.

As a Newlon resident you are entitled to receive a high standard of customer service from us. You can find out more about our service standards and a wide range of other information on our website at [www.newlon.org.uk](http://www.newlon.org.uk).

We also provide an online Knowledge Base, which provides information on a range of topics and common questions, which can be found at [www.newlon.org.uk/knowledge-base](http://www.newlon.org.uk/knowledge-base).

## Your home

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### Houses

If you own or part-own a house then just like any other homeowner you are responsible for all the repairs and maintenance to your property. You are also responsible for insuring the contents of your home. We are responsible for the buildings insurance for your house until you increase your stake to 100% at which point you may become responsible for your own buildings insurance.

### Flats and maisonettes

If you live in a flat or maisonette we are likely to be the freeholder or the head lessee of the building and will be responsible for repairing and maintaining any shared areas. The costs for this are covered by the service charge part of your monthly payments. You are responsible for any work that needs doing inside your home, including electrical wiring, gas servicing and plumbing work. You are also responsible for insuring the contents of your home.

### Resident involvement

Resident involvement helps to improve the way we are run by ensuring the services we provide meet residents' needs and deliver good value for money. There are many opportunities for our residents to get involved. These include forums, mystery shopping, estate inspections and community events. By getting involved you will be able to help us to improve services. To find out more please visit our website at [www.newlon.org.uk/residents/getting-involved](http://www.newlon.org.uk/residents/getting-involved).

### Insurance

The freeholder is responsible for insuring the structure of the building and common parts only. As a leaseholder or Shared Owner your buildings insurance is paid for through your service charge. The policy covers your main residence, outbuildings, forecourts, fixtures and fittings, garages, walls, piping, wires and any public mains that you are responsible for. If you have to make a claim against buildings insurance there is an excess to be paid for each and every loss.

Please contact [insurance@newlon.org.uk](mailto:insurance@newlon.org.uk) if you want to make a claim or find out more information.

We do not provide contents insurance for your home. You will need to arrange this separately.

# Repairs, maintenance and estate management

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## Emergencies

If there is an emergency, we will try to help as quickly as possible. If the emergency occurs outside office hours, you can still ring our Service Centre and our recorded message will give you emergency contact details. Emergency maintenance call-outs are expensive and our contractors are under strict instructions to only attend serious emergencies. An emergency could be a severe leak, total loss of power, heat or water to the building, serious structural damage or an immediate health and safety issue. If you use this service for a repair which is not our responsibility, we will charge you the full cost.

## Defects

If you move into a new property there is a 'defects period' of 12 months from when the property is handed over to us by the builders. During this time if you have a repair issue, please report it to the Service Centre. The Customer Service Advisor will contact the contractor who built your home directly and a mutually convenient appointment will be made for the repair to be carried out. After the 12 month period is over the contractor, along with a Newlon staff member, will visit your property to 'sign off' the defects period. Please report any known communal repairs at this time. You will also be asked to complete a satisfaction survey which will help us improve our future service. Defects/repairs in communal areas should always be reported to us, whether in or out of the defects period. You can find an information leaflet about defects online at [www.newlon.org.uk/publications/leaflets-brochures](http://www.newlon.org.uk/publications/leaflets-brochures).

## Reporting communal repairs

When reporting a communal repair please contact our Service Centre giving as much detail as possible in order to avoid confusion and delay.

Where Newlon are responsible for communal repairs the following timescales below apply:

- Emergency repairs (e.g. dangerous structure) within 24 hours.
- Routine repairs (e.g. gutters) within 20 working days.

On average we aim for all repairs to be completed within 10 days.

You can find contact details for contacting us or reporting repairs at the end of this booklet or online at [www.newlon.org.uk/contact-us](http://www.newlon.org.uk/contact-us).

## Planned maintenance

### Cyclical decorations programme

Where we are the freeholder of your home we will carry out cyclical decorations and pre-decoration repairs to building elements and external common parts that require painting on a regular cycle – usually every seven years. Each year as part of your service charge we collect a contribution for a 'sinking fund' account which is set aside to pay for these cyclical works.

Cyclical decorations cover work such as:

- Painting the shared stairways and walkways, and entrance lobbies.
- Repairing and/or replacing guttering and rainwater pipes.
- Painting the outside face of windows and doors.

### Planned works

We carry out regular reviews of your building to assess any major works that need to be carried out to keep the building in a safe and watertight condition, in good repair, and to ensure we meet our obligations within the lease. Such work may include the following (this list is not exhaustive and each block is different):

- Replacing roof coverings (tiles/felt, etc.).
- Repairs to the external structure.
- Replacement of windows, doors or door frames to individual properties or common areas, such as entrance doors and bin sheds.
- Communal electrical systems, lighting and emergency lighting.
- Communal heating systems.
- Lifts.

## Repairs responsibilities

Please see the following page for a reference chart indicating our repairs responsibilities as landlord and yours as leaseholders. Please remember that although we are responsible for carrying out some repairs, for communal repairs we will recharge you via your service charge for your proportion of the costs.

You must check your lease in the first instance to clarify your responsibilities. The chart on the next page provides a general guide only and is not exhaustive.

	Newlon	You
<b>Foundations</b>		
Brickwork concrete	●	
Concrete	●	
Damp proof courses	●	
<b>Roof</b>		
Structure	●	
Coverings	●	
<b>Rain water gutters and communal pipes</b>		
	●	
<b>Drains</b>		
Dependant on location. Please contact Newlon to verify.	●	
<b>Staircase repairs</b>		
Communal	●	
Within property		●
<b>Communal windows</b>		
	●	
<b>Windows in property</b>		
Please refer to your lease for further guidance.*		
<b>External decorations</b>		
	●	
<b>Internal decorations</b>		
Entrance halls, communal areas and doors	●	
Inside your property		●
<b>Doors</b>		
Flat entrance doors (varies, depending on lease*) Doors must comply with fire regulations to maintain fire safety.	●	
Internal doors		●
Internal door frames		●
Locks/fittings		●

	Newlon	You
<b>Electrical/lighting</b>		
In property (rewiring, fuses etc.)		●
Communal (rewiring, repairs etc.)	●	
Entry phones	●	
Laundry (communal)	●	
TV aerial (communal)	●	
<b>Fire protection systems</b>		
Maintenance	●	
<b>Refuse facilities</b>		
	●	
<b>Plumbing</b>		
Stop cock (block)	●	
Stop cock (flat)		●
Burst pipe up to main stop cock (Possibly utility company will rectify)		
Burst pipe beyond main stop cock if it serves your property exclusively		●
Water tank (communal)	●	
Water tank (individual)		●
Basin		●
Bath/shower		●
WC		●
Taps		●
Soil pipe (communal)	●	
Domestic water heater		●
Domestic heating system		●
Heating system		●
<b>External</b>		
Boundary walls/fences	●	
Pathways	●	
Balconies - subject to lease	●	
Access stairs	●	
Communal sheds/stores	●	
Garages - subject to lease	●	
Ventilation systems	●	

\* If you are unsure where responsibility lies, please email our Service Centre at [customerservice@newlon.org.uk](mailto:customerservice@newlon.org.uk).

**Leaks** - for information on leaks please visit our website: [www.newlon.org.uk](http://www.newlon.org.uk).

**Pests** - please see page 6 of this handbook for information.

## Gas safety checks

It is your responsibility to make sure your gas central heating system is checked every year and serviced. This is extremely important as a faulty system could leak carbon monoxide, which can kill. You must use a gas safe registered engineer. We recommend you purchase a British Gas 3 star service agreement or equivalent. Remember that if you smell gas, turn off the gas at the mains and immediately call National Grid on **0800 111 999**. The gas supply tap is usually next to the meter.

## Combined Heat and Power (CHP) systems

Some of our schemes have CHP systems. These are a system for supplying heat, generated in a local energy centre to individual apartments. Residents receive their heat from a connection to the heating network across their development. This means there is no gas supply to the property and there is no gas boiler in the property. The energy is transferred to homes through a Heat Interface Unit (HIU), usually located in a hallway cupboard. The HIU works in a similar way as a gas boiler with a control panel allowing residents to programme their heating and hot water for when it is needed.

If you have an HIU in your home both you and Newlon will have some responsibilities for maintaining it. These will be detailed in your lease or provided in the information you receive in your moving in pack.

## Pest control and vermin

If your property is infested by pests, you are responsible for getting rid of them. You can contact your local authority pest control team for advice or a private contractor may be able to help. Please tell us about any problems you have had with pests so that we can make sure that the shared areas and other homes within the scheme are not affected.

Please report any pests in shared areas directly to us, leaving a contact number so that we can arrange access and get more details if necessary. Any treatment to the communal areas will be recharged through your service charge.

## Condensation

Condensation is quite common in new properties. For further information please refer to our leaflet, 'Keeping your home free from damp, mould and condensation' which can be found at **[www.newlon.org.uk/publications/leaflets-brochures](http://www.newlon.org.uk/publications/leaflets-brochures)**.

## Fire safety

If you live in a property with shared communal space fire safety information will be displayed near

to the front door or within a notice board area. This information will have also been provided in your moving in pack.

You should not store anything in communal areas. Please make yourself familiar with all fire safety features in your home and block, such as fire doors, smoke detectors and means of escape.

## Rubbish and refuse collections

Your local council will provide regular collections of household rubbish. Please be considerate when disposing of rubbish. Put sealed bags inside dustbins and do not leave them on landings, outside bin stores, or by the side of the bins.

You should contact your local authority if you have any large household items to dispose of, such as white goods or furniture. They will usually arrange a special collection at little or no cost to you. If we have to arrange for a contractor to remove any items that have been irresponsibly dumped, all leaseholders at the scheme will have to pay the cost through their service charge.

If you are aware of individual leaseholders or other tenants leaving rubbish in the common areas, please report this to our Service Centre. When you do this you must be prepared to give their names and addresses so that we can take any necessary action against them. However we will treat this in confidence.

## Parking

If there is parking enforcement in place where you live it is your responsibility to liaise with the parking management company to request permits or discuss any fines which have been issued.

If you require a disabled parking permit, please contact our Service Centre, as exemptions may apply.

If you own a parking space we do not have a statutory duty to manage it, but at some schemes we may assist through the provision of a parking management service. In this case you should contact the parking management company with any queries.

## Managing agents

There are some schemes where we own properties but are not the freeholder. At these schemes a third party will be the managing agent. They will provide some key services such as cleaning and grounds maintenance, as well as communal maintenance. Any concerns or questions you have should be directed to the agent providing the service in the first instance. If this is done but there has been no improvement, any concerns can be directed to us and we will liaise with the managing agent.



# Resident sales services

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## Staircasing (purchasing more equity)

Under the staircasing provisions in your lease if you own less than 100% of the property you have the facility to purchase further shares up to 100% ownership. You can usually do this in a maximum of three stages in addition to the initial share you bought. For further information our guide to staircasing can be found in the homeowners' section of our website at [www.newlon.org.uk](http://www.newlon.org.uk).

## Selling your home

If you are a Shared Owner who owns less than 100% of your home and wish to sell your share of your property you need to contact us and follow the procedure to assign your lease. Freeholders and leaseholders who have staircased to 100% and own their property outright can sell the property on the open market, but are still required to inform us of their intent to sell. Further information including our guide to selling your home can be found on our website at [www.newlon.org.uk](http://www.newlon.org.uk).

## Lease extension

If you are a leaseholder and you only have 80 years or less remaining on your lease we would encourage you to think about extending it. For further information you can visit [www.lease-advice.org](http://www.lease-advice.org) and read the section on lease extensions. It is also worth seeking independent financial advice before you consider a lease extension. If you would like to extend your lease then contact us on **020 7613 7480** or email [resident.sales@newlon.org.uk](mailto:resident.sales@newlon.org.uk) to find out more about the process.

## Subletting

Shared Owners cannot sublet or part with possession (allow somebody else to occupy) part of or the whole of their property, except in exceptional circumstances. However, if you have staircased to 100% ownership of your property, you should be able to sublet. We will need to be made aware of who will be living at the property. Also as you are responsible for all repairs to the property and the behaviour of any tenants we will need you to provide us with any relevant forwarding address and contact details. You must not sublet your property through Airbnb or any other short term rental scheme as this is a breach of your lease.

For further information on any of the above, please visit [www.newlon.org.uk/residents/home-owners](http://www.newlon.org.uk/residents/home-owners).

You can also view the homeowners' section of our online knowledge base available at [www.newlon.org.uk/knowledge-base](http://www.newlon.org.uk/knowledge-base).

# About your lease - rights and rules

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Once you have completed the purchase of your home, you become the 'leaseholder' and we will be the 'freeholder' or 'landlord'. The lease you sign is a legally binding document granting you ownership of your home. It sets out your responsibilities as a leaseholder and ours as landlord. Prior to your purchase, your solicitors should advise you on all aspects of your lease, clearly defining what these responsibilities entail.

If you own a flat or maisonette you do not own the exterior or communal parts of the building in which your property is situated and so you do not have direct responsibility for repairs to these parts. You do, however, have a responsibility to contribute towards the maintenance costs of these areas, which as landlord we carry out on your behalf.

## Your responsibilities

Your exact responsibilities depend on your individual lease, but most are standard and can be summarised as follows:

- Pay service charges and ground rent promptly by direct debit, standing order or any other agreed method of payment.
- Maintain and repair all internal parts of your property.
- Tell us about any planning or other legal notices served that affect the building.
- Pay costs relating to any legal or other action that has been taken against you for breaching your lease.
- To allow us access to carry out necessary work to your property or your block (reasonable notice will be given). If you have not kept up your repair obligations under the lease, we have the right to do the work and charge you for it.
- In certain circumstances you must also allow our contractors into your property if they need to carry out a repair to a neighbouring property.
- Not to sublet unless you own 100% of your home. It is also a breach of lease to use your property for Airbnb or any other short-term rental scheme.
- Provide carpets or other suitable floor coverings.
- To not replace carpet with laminate or wooden flooring without seeking permission from the landlord.
- Only park in the car parking space allocated to you, if applicable.
- Dispose of rubbish properly in the bin store provided.
- Not to carry out any alterations or improvements to your property without our written consent.
- Report repairs to the communal areas.
- Not to keep a dog, cat or other animal in your home.
- Use the premises only as a private residence.
- Not to cause nuisance or annoyance to neighbours.
- To repay any discount where applicable when selling your property (only applies to Right to Buy or Right to Acquire).
- To give up your premises at end of term of the lease.
- To comply with guidance issued by us regarding health and safety matters.



## Our responsibilities

Our responsibilities are dependent on the type of lease you hold, but can be summarised as follows:

- To keep the structure and exterior of your property in good repair, and maintain all common parts of your building or estate, unless the property is a house and you own 100% equity.
- To keep the property insured for the full rebuild costs (excluding contents).
- To keep proper accounts relating to service charges.
- To respect your right to quiet enjoyment of your property.

Under your lease, you must get our permission for any improvements you would like to make to your home for the following reasons:

- It allows us to make sure you are not breaching building regulations.
- It allows us to make sure you meet the requirements of our insurance policy.
- It is in your interest to let us know because if you want to buy any more shares in your home, we will ask the valuer to value improvements separately so you do not end up paying more for further shares in your home due to the increased value created by the improvements.

We will usually agree to improvements being carried out to your home as long as:

- The work does not breach any condition of your lease.
- The work is carried out by an appropriately qualified contractor.
- We have received a full schedule of the planned work and accompanying drawings.
- You have got planning permission where appropriate and have kept to building regulations.
- The structure of your home will not be endangered by the planned work.
- We inspect the work either during the improvements or after they have been completed.
- The works are carried out during reasonable working hours.

## Anti-social behaviour (ASB)

We are committed to investigating and taking action when ASB is reported to us using a range of powers. Our tenancy agreements include clauses designed to manage and prevent ASB. If you feel you need to report ASB you can do so by emailing [asb@newlon.org.uk](mailto:asb@newlon.org.uk) or by calling our Service Centre on 020 7613 8080. For further information please visit [www.newlon.org.uk/residents/anti-social-behaviour](http://www.newlon.org.uk/residents/anti-social-behaviour)

## Running a business from home

If you would like to run a business from home you must first request permission from us. You should be aware of the following which will similarly appear in your lease:

- “To use the Premises for residential purposes only as the Tenants’ only or principal home and not to operate a business at the Premises without the written consent of the Trust.”
- If the business requires permission or a licence from the local council you should request this before completing an application form with us. Further information about what businesses require licences/permission from the local council can be found at [www.gov.uk/licence-finder](http://www.gov.uk/licence-finder)

## General Data Protection Regulation

Newlon holds a significant amount of residents data in order to be able to create and manage tenancies. We are committed to managing this data securely and in line with the requirements of the Data Protection Act 2018. Our privacy notice can be found online at [www.newlon.org.uk/residents/data-protection](http://www.newlon.org.uk/residents/data-protection) The privacy notice provides information about how we use and store data and details our nominated Data Protection Officer. It also outlines your rights in relation to the data we hold. If you have any questions about data protection or the GDPR in relation to your tenancy please email [dataprotection@newlon.org.uk](mailto:dataprotection@newlon.org.uk)

# What you pay

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## Rent

If you live in a Shared Ownership property, the rental element of your payments will be increased in April each year. The annual increase is stated in a clause in your lease.

## Service charges

Service charges are paid by all leaseholders living in properties that benefit from communal facilities and services. The services covered will vary from building to building. You can find more detail on service charges at [www.newlon.org.uk/residents/service-charges](http://www.newlon.org.uk/residents/service-charges).

Any debit/credit will be reflected on your account balance. The accounts will also confirm the total in the sinking fund for planned maintenance work. Estimated service charges are calculated by reviewing the previous year's expenditure and adjusting them to include inflation and if necessary an increase in provision, e.g. additional bulk rubbish collection. The annual buildings insurance premium is also included in the service charge. Annual ground rent is invoiced separately.

If any property in the block is unsold, we work out the service charge income as if it was sold.

We review service charges every year and provide one month's notice of the new amount. Usually this happens every April and we will send you the notice by the beginning of March.

If you have concerns about any elements of service charges there is information on our website explaining how to contact us.

For buildings managed by others we generally pass on their charges, adding a fee to cover our costs.

## Sinking fund and the process for carrying out and awarding works

We can only use the 'sinking fund' money for planned maintenance and cyclical works. We also add any interest to the fund at the end of each year. We hope that by setting aside this money there will be enough funds available when the time comes to carry out planned works. However, this cannot be guaranteed and we may have to charge an extra amount if necessary. Before any planned maintenance is carried out, consultation with you takes place and section 20 notices are served. If the sinking fund account does not cover the cost of the works, we will send you an invoice for any extra costs incurred within 18 months of the work being completed.

When the time approaches for any work to be carried out, we will agree a scope of works and will then send you the relevant notices and start a consultation process. The notice you receive will outline the following:

- Description of the works and why we believe it is needed.
- An opportunity for you to nominate a contractor to bid.

This will give you the opportunity to comment on the works before they are awarded and could influence the final scope and schedule of works.

Newlon will put together a full specification and schedule of works and put this out to tender, normally to four or five contractors as a minimum. Once we have the quotes and have reviewed these we will send you a second notice with details including:

- Details of tenders received from all contractors.
- Your estimated contribution to cost.
- Works specification if requested.

We will monitor the contractors while the work is being carried out, and ensure that all works are carried out to the required standard. We request that if you see any issues that they notify us at the earliest opportunity so such issues can be dealt with.

## Payment

The requirement for you to pay your rent and service charge is outlined in your lease. You should set up a standing order or direct debit to automatically pay us each month in advance. You can also send a cheque made out to either Newlon Housing Trust or Access Homes (depending on who your landlord is).

In cases of non-payment, under the terms of the lease, we may charge interest to the balance at 3% above the Bank of England base rate. It is also our practice to notify mortgage lenders as they have a vested interest in the property. As a social housing provider, we have a duty to offer early advice and help to prevent or reduce missed payments. It is very important that you do not build up large debts, as they will become difficult for you to pay off. If arrears remain unpaid, we will initiate legal proceedings for forfeiture of lease. Forfeiture of lease means that the lease is ended and we are within our rights to take back the property.

## Stages involved in collecting missed payments

### Stage 1

If you start to fall into arrears on your rent account, we will write to tell you how much money you owe us. We will include a direct debit form where applicable and ask you to contact us within 14 days of receiving the letter.

If you are facing financial difficulties or have suffered a change in your personal circumstances, it is very important that you contact us as soon as you receive this letter. We may be able to:

- Advise you to claim any benefits you may be entitled to (e.g. in some circumstances you may be entitled to claim housing benefit on the rental side of your Shared Ownership home).
- Make arrangements for you to pay off the money you owe in manageable instalments.
- Put you in touch with independent debt counsellors or advice agencies who can act on your behalf with anyone else you may owe money to.

### Stage 2

We will write to you again if we do not hear from you within 14 days of our first letter. We will tell you again how much you owe and point out that we may take action to recover the debt if you do not pay. We may also add interest to the money owed. This letter gives you 7 days to respond. Again, we will still be able to come to a mutually convenient arrangement for you to pay off the money you owe.

### Stage 3

We will write to you and your mortgage lender about the outstanding debt, stating that we are going to start legal proceedings. It is possible that they may want to protect their interest in the property and clear the debt on your behalf. If this happens, the debt will be added to your mortgage and the amount of interest payable back to them will therefore be higher than it originally was. If the mortgage company has previously cleared debts on your behalf and continues to do so, they may choose to repossess your home.

After this stage, we will send a final letter warning you that we will be initiating court proceedings. This may lead to forfeiture of your lease if you are unable to pay all the money you owe before legal proceedings begin.

At all stages we are willing to offer impartial and sympathetic advice to anyone who is affected by serious financial difficulties and you can contact our Income Recovery team on **020 7613 8050**.

### Legislation

There are a number of areas of law that govern what service charges we are entitled to recover. Firstly, your lease details your liability and when payments have to be made. Secondly, the Landlord and Tenant Act 1985 outlines what a service charge is, how you must be consulted and how you can query charges levied.

### Council tax and utility bills

You are responsible for contacting your local authority, water company, electricity and gas supplier to give them the date you moved into your new home and to register the meter readings. In some instances we will be responsible for contacting the water company and we will tell you if this is the case. By law we must give your details to the Council or utility companies when they ask us and we cannot be held responsible for any bills you may receive due to late action on your part.

At some schemes we will pay the costs for water rates and recharge leaseholders through your service charges.

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## Contact us

If you have any queries about subjects raised in this handbook please contact the Service Centre by calling **020 7613 8080**, emailing [customerservice@newlon.org.uk](mailto:customerservice@newlon.org.uk), or through the live chat feature on our website at [www.newlon.org.uk](http://www.newlon.org.uk).

## **Newlon Housing Trust is a charitable housing association**

Newlon House, 4 Daneland Walk, Hale Village, London, N17 9FE.

Tel: 020 7613 8080

Phone calls may be recorded for training and quality purposes.