



Leaseholder Guide to Rights and Responsibilities

The purpose of this document is to provide for information, a summary of the Lessee's rights and responsibilities. This document does not replace the legally binding contract between a Lessee and Doncaster Metropolitan Borough Council. It is therefore recommended that independent legal advice be sought prior to entering into such an agreement.

Rights and responsibilities

This section sets out a summary of the basic rights and duties of the council, as freeholder, and yourself as owner of a leasehold flat. Your lease will give you the exact details.

The Council's responsibilities

The council has a duty to:

- keep in repair the structure, exterior and common parts of the building, including drains and external pipes
- keep the building insured to the full cost of reinstatement
- manage your block or estate in a proper and reasonable manner
- provide an itemised invoice of Service Charges by the end of July showing actual costs for services to your block over the previous year, and how much you need to pay
- consult with leaseholders before carrying out expensive works to the building

St. Leger Homes of Doncaster, on behalf of the Council, also has the right:

- of entry – to carry out its duty to keep in repair, to carry out improvements, or to inspect (having given reasonable notice, unless in an emergency)
- to rebuild, restrict or develop any part of the block, estate or neighbouring land

The leaseholder's responsibilities

As a leaseholder you have a duty:

- to pay Ground Rent, the Service Charge (Appendix 1) and major works costs
- not to make structural alternations or additions, including new windows, without the St. Leger Homes of Doncaster's permission
- to advise the St. Leger Homes of Doncaster of any transfer of lease, mortgage, or sub-let
- to carry out a gas service every 12 months, which must be carried out by a CORGI registered contractor, and produce maintenance certificate to St. Leger Homes of Doncaster

- to keep the flat in good repair
- to observe all the terms and regulations set out in your lease
- to send a copy of any Notice affecting the property to St. Leger Homes of Doncaster
- not to do anything which may be a nuisance to residents or cause damage to any part of the building
- not to play loud music which annoys neighbours

You also have the right:

- to information on the Service Charge and the money spent on your block of flats
- to be consulted on expensive works, and long-term contracts that affect the building
- to dispute any service charges you deem as being unreasonable
- to apply to the Leasehold Valuation Tribunal (LVT) for independent advice and assistance

Useful Contact Details

Leaseholders' Advice Line:..... 01302 736308

St. Leger Homes
Business Investment
Stanley House
18 Tickhill Road
Balby
Doncaster
DN4 8QE

E-mail: strategydevelopment@legerhomes.co.uk

Please telephone us first to make sure of an appointment

Capital Investment Team:..... 0800 180 4478

St. Leger Homes
18 Tickhill Road
Balby
Doncaster
DN4 8QE

E-mail: decenthomes@stlegerhomes.co.uk

Repairs Contact Centre (St. Leger Homes)Freephone ... 0808 862740

Area Housing Offices:-

Adwick Town Hall 01302 734156

Windmill Balk Lane
Adwick-le-Street
Doncaster
DN6 7AN

The Council House..... 01302 737455

College Road
Doncaster
DN1 3SZ

The Priory..... 01302 735814

High Street
Conisbrough
Doncaster
DN12 3HG

Mexborough Office..... 01302 735742

Main Street
Mexborough
S64 9LU

McConnell Crescent..... 01302 734182
Rossington
Doncaster
DN11 0PN

Stainforth Office 01302 734103
Emmerson Avenue
Stainforth
Doncaster
DN7 5QG

Thorne Hall 01302 735926
Ellison Street
Thorne
Doncaster
DN8 5LA

Insurance Claims:

Insurance Team01302 734371
Doncaster Metropolitan Borough Council
Colonnades House
Duke Street
Doncaster
DN1 1ER

E-mail: Insurance@doncaster.gov.uk

Citizens Advice Bureau (CAB)01302 735225
The Guildhall Advice Centre
Old Guildhall Yard French Gate
Doncaster
DN1 1QW

Leasehold Advisory Service (LEASE) 0207 374 5380
31 Worship Street or 0845 345 1993
London
EC2A 2DX

E-mail: info@lease-advice.org
www.lease-advice.org

Leasehold Valuation Tribunal: 0845 100 2614
Residential Property Tribunal Service or 0161 237 9491
1st Floor, 26 York Street
Piccadilly
Manchester
M1 4JB

www.rpts.gov.uk

Summary of Tenants Rights and Obligations – Service Charges

The following does not give a full interpretation of your rights and obligations. You should always seek professional advice if in any doubt.

TENANT'S OBLIGATIONS

Your obligations regarding service charges are set out in your lease. This will set out the services that your landlord is able to charge for and your obligation to pay service charges.

TENANTS RIGHTS

Service charges must be reasonable. Reasonableness will depend upon the service, works or goods supplied and cost.

If you pay a service charge that is paid as part of or in addition to the rent that varies according to the costs, you have the following rights:

1. To apply to a Leasehold Valuation Tribunal (LVT) to determine your liability to pay service charges including, by whom it is payable, to whom, how much, and the date and manner in which it is payable. Applications can be made either before or after service charge costs have been paid. However, you do not have this right if:

- the matter has been agreed or admitted by you;
- the matter has been or is to be referred to arbitration pursuant to a post-dispute arbitration agreement;
- the matter has been the subject of a determination by a court, or by an arbitral tribunal pursuant to a post-dispute arbitration agreement;
- the rent is registered under Part IV of the Rent Act 1977, unless the amount registered is entered as a variable amount.

2. To apply to a LVT to determine whether the landlord's costs arising from proceedings at a LVT can be recovered through the service charges. However, you do not have this right if:

- You are a tenant of a local authority, National Park authority and New town corporation, unless your tenancy is a long tenancy (i.e. normally a tenancy first granted for more than 21 years).
- The rent is registered under Part IV of the Rent Act 1977, unless the amount registered is entered as a variable amount.

3. To be consulted when your landlord intends to enter into a long-term contract or intends

to carry out work that cost any tenant more than the amount prescribed by regulation. However, you do not have this right if:

- You are a tenant of a local authority, National Park authority and New town corporation, unless your tenancy is a long tenancy (i.e. normally a tenancy first granted for more than 21 years).
- The rent is registered under Part IV of the Rent Act 1977, unless the amount registered is entered as a variable amount.

Note: Where a grant has been or is to be paid towards the work the service charges shall be reduced accordingly.

4. To withhold payment of a service charge until the landlord's name and address (in England and Wales) is contained in any demand for service charges, or until the landlord has provided name and address details (in England and Wales) at which notices can be served on him. However, you do not have this right if:

- The landlord subsequently complies with the requirement to provide the name and address details.
- By order of any court a receiver or manager has been appointed whose functions include the receiving of service charges.

5. To withhold payment of a service charge where a regular statement of account under s.21 of the Landlord & Tenant Act 1985, together with a section 21 certificate (if applicable) and a summary of rights and obligations in respect of the service charges is not provided. In addition, payment of a service charge may be withheld where a summary of tenants rights and obligations does not accompany a demand for service charges. However, you do not have this right if:

- You are a tenant of a local authority, National Park authority and New town corporation, unless your tenancy is a long tenancy (i.e. normally a tenancy first granted for more than 21 years).
- the landlord subsequently complies with requirements of section 21, or a LVT has made a determination.
- the rent is registered under Part IV of the Rent Act 1977, unless the amount registered is entered as a variable amount.

6. To make a written request to the landlord to inspect (and take copies of) accounts, receipts and other documents relevant to the service charges covered by the section 21 regular statement. However, you do not have this right if:

- You are a tenant of a local authority, National Park authority and New town corporation, unless your tenancy is a long tenancy (i.e. normally a tenancy first granted for more than 21 years).

- The rent is registered under Part IV of the Rent Act 1977, unless the amount registered is entered as a variable amount.

7. To have service charge payments held in trust and in a designated account, and make a written request to your landlord to inspect (and take copies of) documents evidencing this.

However, you do not have this right if your landlord is:

- A local authority; Commission for New Towns or a development corporation established by an order made under the New Towns Act 1981; Housing Action Trusts; The Broads Authority; a National Park authority; The Housing Corporation; a housing trust; a housing trust which is a charity; a registered social landlord or fully mutual housing association which is not a registered social landlord; an authority established under section 10 of the Local Government Act 1985. These landlords do not have to hold service charge monies in separate designated accounts.

8. To withhold payment of a service charge where there are reasonable grounds for believing that the landlord has failed to hold service charge payments in trust in a separate account

for each group of service charge payers. However, you do not have this right if:

- Your landlord is a local authority; Commission for New Towns or a development corporation established by an order made under the New Towns Act 1981; Housing Action Trusts; The Broads Authority; a National Park authority; The Housing Corporation; a housing trust; a housing trust which is a charity; a registered social landlord or fully mutual housing association which is not a registered social landlord; an authority established under section 10 of the Local Government Act 1985. These landlords do not have to hold service charge monies in separate designated accounts.

- The landlord subsequently complies with the requirements to hold service charge payments in trust in a designated account.

9. To apply to a LVT to vary a lease where it does not make satisfactory provision with regard

to the insurance of the property, the recovery of expenditure, or the computation of a service charge payable under the lease. However, you do not have this right if:

- You do not have a long lease (i.e. generally one that is first granted for more than 21 years).

10. To apply to a LVT to appoint a new manager where the landlord has demanded, or is likely

to demand, unreasonable service charges. However, you do not have this right if:

- Your landlord is a local authority; Commission for New Towns or a development corporation established by an order made under the New Towns Act 1981; Housing Action Trusts; The Broads Authority; a National Park authority; The Housing Corporation; a housing trust; a housing trust which is a charity; a registered social landlord or fully mutual housing association which is not a registered social landlord;

an authority established under section 10 of the Local Government Act 1985.

- The property is not purpose built, the landlord is resident and less than one half of the flats are held on long leases.
- The property is included within the functional land of any charity.

11. To arrange for a management audit to establish whether service charges are being spent in a cost-effective way. However, you do not have this right if:

- You have a business lease.
- There is no long residential lease.

12. For leasehold houses, to apply to a LVT to determine whether insurance cover in respect of a nominated insurer clause in the lease is satisfactory, or the premiums excessive. However, you do not have this right if:

- The matter has been agreed or admitted by you.
- The matter has been or is to be referred to arbitration pursuant to a post-dispute arbitration agreement.
- The matter has been the subject of a determination by a court or arbitral tribunal.

FORFEITURE

You should be aware that most leases provide the landlord with a right of re-entry or forfeiture if service charges which are properly due, are not paid. However, a court order is required for this, and it may not proceed unless you have admitted that you are liable to pay the amount or it is finally determined by (or on appeal from) a Leasehold Valuation Tribunal (LVT), a court, or arbitral tribunal as being due. Forfeiture may also not proceed if the outstanding service charge (or a combination of service charge, rent and administration charge) is less than £350, unless the unpaid amount or any part of it has been outstanding for more than three years.