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Foreword

This handbook has been written to take account of the changes in the law brought about by the Commonhold & Leasehold Reform Act 2002.

This Act introduces welcome reforms for council leaseholders on consultation of major works and contracts, and accounting for your money.

We have also updated other parts of the handbook where St. Leger Homes has developed its policy or made changes to the way it does things.

The handbook now contains sections on –

- How St. Leger Homes will deal with a Service Charge complaint
- How we organise our Leasehold Management
- A list of useful terms
- Leasehold Valuation Tribunals
- Helping with payment difficulties

Leasehold Management is a complicated area, with everything governed by the terms of the leases, by the law or by regulation.

We hope this handbook helps towards understanding the rights and responsibilities of both homeowner and St. Leger Homes who act as the leasehold manager on behalf of the Council.

The handbook is not meant to describe or give a full interpretation of your lease or the law. Only the courts can do that. If you are in any doubt about your rights or duties then you should seek specific advice.

1. INTRODUCTION

What is a leaseholder and a freeholder?

As a leaseholder you have bought the right to live in your property for a fixed number of years – initially, up to 125. The lease is a binding contract, enforceable in law that contains your rights as a leaseholder and the Council's rights as freeholder.

The freeholder owns the building in which you live, and is responsible for looking after the structure, exterior and common areas of the block.

As a leaseholder, you have to pay your flat's share of the Council's costs of maintaining the block and providing services.

The Service Charge is your share of the Council's costs in running the building.

St. Leger Homes of Doncaster is an Arms Length Management Organisation (ALMO) of the Council, and manages all of the Council's housing stock, including its leasehold properties.

1.2 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.

1.3. 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, 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

1.4 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 alterations or additions, including new windows, without the permission of St. Leger Homes
- to advise St. Leger Homes of any transfer of lease, mortgage, or sub-let
- to carry out a gas service every 12 months, which must be undertaken by a CORGI registered contractor, and produce the maintenance certificate to St. Leger Homes
- 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
- 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

1.5 Housing Management

Day-to-day management of the Council's properties is carried out by Housing Officers based at Local St. Leger Offices.

Housing Officer's monitor the standard of cleaning, the warden service, rubbish clearance, appearance, and grounds maintenance. They help with complaints about anti-social behaviour, and give permission for alterations, keeping pets, breaches of the lease, and other issues that may arise.

1.6 Nuisance and harassment

St. Leger Homes wants all residents to enjoy their home in peace and comfort, free from nuisance and harassment.

Council tenants and leaseholders all have obligations not to cause annoyance or upset to their neighbours.

If you are experiencing any form of harassment, you can contact your Local St. Leger Office where a Housing Officer will offer advice or assistance, or put you in touch with other agencies who may be able to help.

1.7 Safety and security

Each resident is responsible for the safety and security of their own flat.

If you are worried about the security of your block of flats or estate, the Leaseholder Advice Line will be able to give you details of any plans to make improvements, for example, putting in door entry systems, or additional lighting. You can also discuss this with your Local St. Leger Office or Community Liaison Office (contact numbers can be found at the back of this handbook); alternatively you can contact your local Tenants and Residents' Association (TARA).

2. HOW WE ORGANISE OUR LEASEHOLD MANAGEMENT

A central Leasehold Advisor on telephone 01302 736308 will assist you on any matters relating to your lease and associated works.

3. THE SERVICE CHARGE

Your Service Charge is the money you pay towards the day-to-day running costs of your block of flats.

The lease sets out the share of the costs you have to pay, and the services it relates to.

You do not pay anything towards the cost of services and repairs that are provided solely for the benefit of the Council tenants in the building. You only pay for those services that are provided for in your lease which, in the main, benefit all residents.

Depending on your building, the Service Charge could cover:

- Caretaking or estate warden services
- Heating, lighting and cleaning of shared areas and stairways
- Centrally supplied heating and water systems
- Communal TV aerial maintenance
- Fire safety equipment
- Laundry facilities
- Door entry systems
- Day-to-day repairs

- Lift maintenance
- Maintenance of shared gardens
- Maintenance of boundary walls and fences
- Management costs
- Buildings insurance

Please see your itemised Service Charge statement for a list of the services your building receives.

3.2 Ground Rent

Your Ground Rent is £10 per year, and is a rental paid to St. Leger Homes. The full amount is due on 1 April each year, and is billed on a separate invoice.

3.3 Insurance

When you buy your flat, Buildings Insurance cover is provided by the Council (please refer to Appendix 2). The cost of the insurance is included in your monthly Service Charge. Insurance claims may possibly be subject to an excess charge. The Council's Insurance Team will provide you with details of any potential charges.

Insurance provided by the Council is for the structure of the building. Buildings Insurance is assessed individually, based upon the reinstatement value of the property. You must arrange your own Contents Insurance to cover your belongings and the internal parts of the flat you are responsible for.

If you wish to make an insurance claim, please contact the Council's Insurance Team on 01302 734371, or write to them at the address listed at the back of this book.

3.4 Management charge

The amount we spend on running our leasehold flats is included in the amount we charge you in your Service Charge.

The annual management fee for all services is 10% of the total service charge, or £25, whichever is the greater. If district heating is supplied to the building, a separate agreement with costs is provided.

3.5 Repairs and Maintenance cost

In chapter 2, on the Service Charge, we described what share of the cost you must pay for repairs and maintenance carried out by St Leger Homes. This section gives a brief guide to what St Leger Homes is responsible for repairing, and what you are responsible for repairing. Full details are set out in your lease.

3.6 Major Works

Your statement will also show the cost of any major works or improvements carried out on your block, which you will have to pay as well as your Service Charge.

Major repairs or improvements might include:

- Roof repairs or replacement
- Lift repairs
- Window replacement
- External redecoration
- Maintenance of communal areas within the building
- Overhaul of communal services

If your flat was bought from the Council through the Right to Buy, you will have received a Section 125 Notice informing you of the purchase price. This document lets you know about possible major works that might be carried out within the first five years of your lease, along with how much this might cost. This document protects you against unforeseen major works charges. For that five-year period, St. Leger Homes, on behalf of the Council is not able to charge you more than the amount shown in the document, except for an allowance for inflation.

3.7 Paying the Service Charge

You will be sent an annual Service Charge invoice that can be paid in 12 monthly instalments. You can arrange to pay by Direct Debit, Standing Order, cheque or cash at a Post Office, Bank, Automated Telephone Payment Service, or to the cashiers at your Local St. Leger Office (please refer to useful contact list at the back of this handbook). We accept credit or debit card payments, however a charge may be incurred on credit card payments. You can also pay online on the Council's website at www.doncaster.gov.uk.

If you have any problems paying your Service Charge or major works bill, please get in touch with us straight away. If you contact us quickly, we will try our best to help you plan the payments. In the case of major works, you may be entitled to a loan.

Once you have bought your flat, it is your responsibility to pay the Service Charges as well as a contribution towards the costs of any major works carried out.

If you do not make payments, it could lead to legal action, which may result in a County Court Judgement, or even put your home at risk.

3.8 When do I pay?

Each year St. Leger Homes estimate the cost of the services that will be provided in each block of flats for the next financial year (1 April to 31 March).

Every July, you will be sent an itemised statement showing the amount you will have to pay for each service. This is payable on the first of each month.

4. REPAIRS AND MAINTENANCE

4.1 St. Leger Homes' responsibility on behalf of the Council

St. Leger Homes are responsible for the repair and maintenance of the structure, exterior and shared parts of your block of flats. These could include:

- Exterior walls
- Roof
- Foundations
- Timbers and joists
- Beams
- Chimney stacks
- Rainwater and soil pipes
- Sewers and drains
- Gas, water and electricity pipes up to the flat
- District heating
- Communal hot water systems
- Lifts
- External decoration
- Internal common way decorations
- Public way windows and doors
- Communal gardens, paths, walls and fences
- Communal grounds and parking areas

As a leaseholder you may be expected to pay a contribution towards any repairs and maintenance items to your block.

4.2 Your responsibilities

Your repairing responsibilities mainly concern the inside of your flat, and include:

- Fittings such as kitchen units and sinks
- Floorboards
- Internal non-structural walls
- Plaster or other surface material on interior walls and ceilings

- Internal doors and door frames
- Toilets, baths and showers
- Radiators, cisterns, tanks, boilers and pipes within the flat
- Gas, water and electricity installations in the flat
- Fixtures and fittings, and internal decorations
- Responsibility for any leaks or burst pipes, including damage caused to other property as a consequence

All repairs are given a priority rating depending on how urgent they are. St. Leger Homes aims to attend and complete repairs in the following way:

- A - 2 hour response
- B - 24 hour response
- C - 5 working days
- D - 28 days
- E - Empty Homes
- F - Planned Maintenance

The Repairs Contact Centre staff will usually be able to tell you the priority of the job when you speak with them.

Outside office hours:

Only emergencies will be dealt with outside normal working hours. This covers work that must be carried out to avoid danger or serious damage to the building or to ensure health and safety of residents.

Outside normal working hours (including weekends) you should telephone the **Repairs Contact Centre freephone number: 0808 1263123**.

4.3 Getting St. Leger Homes' permission to do repairs

You can redecorate the inside of your flat and replace fittings within your property, but you must not carry out any structural works or alterations, for example building an extension, removing walls or fitting new windows, without first getting St. Leger Homes' formal written consent. You will have difficulties selling your flat if you cannot show this written consent. Alterations that are carried out without St. Leger Homes' consent could result in action being taken which could put your home at risk.

To obtain St. Leger Homes' permission, you will need to write to your Local St. Leger Homes office giving as many details as possible about the work you want to carry out. In most cases, St. Leger Homes' is unlikely to refuse permission, unless the work is likely to affect the safety of the building, or cause a nuisance to neighbours.

You will also need to check if you require Planning Permission or Building Regulation approval before you begin. Initial advice may be obtained from the Council's **Planning Support Officers** who can be contacted through the main switchboard on **01302 734444**.

5. MAJOR WORKS

5.1 Consultation

The Commonhold & Leasehold Reform Act 2002 changed the way landlords need to consult with leaseholders.

St. Leger Homes 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. You must also be consulted on certain long-term agreements, or contracts lasting more than 12 months, which the Council intends to enter in to, and will cost you more than £100 a year.

5.2 How you will be consulted

You will be consulted as an individual leaseholder and, if you are a member of a recognised tenants' association, there will also be consultation through your association.

There are different ways to consult for different kinds of work.

5.3 Consultation of major works needing estimates

If St. Leger Homes needs to choose a contractor by asking different firms to return estimates of their costs, leaseholders must first be sent a 'Notice of Intention'.

The notice will describe the proposed works, or say where a description of them may be looked at. It will set down the reasons why the works are needed, and allow 30 days for written comments. If you wish, you can name a contractor who you think should be asked to provide an estimate.

St. Leger Homes must have regard to any comments, and must try to get an estimate from one or, in some cases, two contractors suggested by leaseholders.

A second written notice, called a Section 20 Notice, will then be sent to you setting out the estimated cost from at least two of the estimates. This letter will include a summary of comments received, and St. Leger Homes' responses to them. All the estimates will be available for inspection. You will be invited to send in written observations on the estimates within 30 days.

St. Leger Homes must have regard to these written comments.

We will then award the contract. Within 21 days we will write to you again to let you know who will be doing the work, and why they have been selected. We will also let you know about any comments we have received, and what our reply to them is. However, we do not have to write to you again if the chosen contractor has been suggested by a leaseholder, or has sent in the lowest estimate.

5.4 Consultation on long-term agreements

If St. Leger Homes 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 be consulted.

Example of long-term agreements, or contracts lasting for more than 12 months, might include:

- Day-to-day repairs
- Lift maintenance
- Central boilers
- Door entry systems
- Fire safety equipment
- Grounds maintenance
- Public way electricity

All leaseholders, and any recognised tenants' associations, will be sent a 'Notice of Intention'.

The notice will describe the works or services to be provided, or say where a description of them may be looked at. It will set down the reasons why it is felt the agreement is needed, and will allow 30 days for written comments. If you wish, you will be able to name anyone you think we should ask to provide an estimate.

St. Leger Homes must have regard to any comments, and must try to get an estimate from one or, in some cases, two contractors suggested by leaseholders.

Once St. Leger Homes has drawn up its proposals to place the contract, a notice of the proposals will be sent to each leaseholder asking for your written comments within 30 days.

St. Leger Homes must have regard to these written comments.

We will then award the contract. Within 21 days we will write to you again to let you know who will be doing the work, and why they have been selected. We will also let you know about any comments we have received, and what our reply to them is. However, we do not have to write to you again if the chosen contractor has been suggested

by a leaseholder, or has sent in the lowest estimate. If there is a lot of information to send out, we may let you know where you can look at this information instead.

5.5 Consultation on major works under long-term agreement

If the Council needs to carry out works under a long-term agreement it has entered into with a contractor, you must be consulted in a different way to that where estimates must be considered.

A long-term agreement is a contract lasting for more than 12 months where a contractor has signed up to carry out, for instance, all St. Leger Homes' responsive repairs work, or the servicing and maintenance of all our passenger lifts, or fire safety equipment.

If the cost of the work is to be more than £250 to any one leaseholder in your building, all leaseholders must first be sent a 'notice of intention'.

The notice will describe the works, or let you know where a description of them may be looked at. It will set down the reasons why the works are needed, and estimate the total cost. It will allow 30 days for written comments.

St. Leger Homes must have regard to any written comments received, and a reply will be sent to anyone who writes in.

5.6 Tendering and Contracts

Tenders and contracts for work will be issued in accordance with the Local Authority financial regulations and Contract Procedure Rules.

5.7 European Union procurement rules

Some large contracts require public notice to be given in the Official Journal of the European Union. While we will ask for and consider the opinions and views of leaseholders, you will not have the right to nominate a contractor for these contracts.

5.8 Urgent Works

The Leasehold Valuation Tribunal can allow works to go ahead without consultation 'if satisfied that it is reasonable to dispense with the requirements'. This may apply in cases of very urgent works on grounds of health and safety, or for which it is difficult to obtain more than one estimate.

5.10 Payment for major works

St. Leger Homes recognises that some leaseholders may have difficulty in paying for major works. However, for the benefit of all, we have to consider the maintenance of our buildings.

If you do not make payments it could lead to legal arrears recovery action being taken which may result in a County Court Judgement, or even put your home at risk.

5.11 Loans

You may be eligible for a loan from St. Leger Homes and the Council to pay for any major works undertaken. For further information on loans, please contact the **Leasehold Advice Line - 01302 736308**.

If you already have a mortgage for your property with a bank or building society, we strongly recommend you speak to your lender before you apply for a loan from St. Leger Homes and the Council. This is because their terms may be better than those we can offer.

You cannot get a Council loan to pay for the monthly Service Charge

5.12 The Housing (Service Charge Loans) Regulations 1992

Under these rules you may have the right to a Council loan if the amount you have to pay for major work is more than £1,500. You can claim by writing to the Leasehold Officer, at the address at the back of this handbook, within six weeks of the date you received your Statement.

6. DISPUTES, DISAGREEMENTS AND COMPLAINTS

6.1 Repairs

If you report a repair which is not attended to, or a repair is carried out poorly, telephone the **Repairs Contact Centre freephone number: 0808 1263123**.

6.2 Major works

If you have a problem with any major works contract, please contact the **Capital Investment Team** as soon as possible. If you wait until you receive the bill for the work, it may be too late to get the contractors back to correct any faults.

The consultation notices sent to you before the work starts will tell you which St. Leger Homes officer is dealing with the contract.

6.3 Estate Management

If there is a problem with the quality of a service provided, for example, the estate warden service or grounds maintenance, please contact your local St. Leger Homes office.

Any problems with neighbours, your block, or your estate, may be reported to your local St. Leger Homes office.

Contact details may be found at the back of the handbook.

6.4 The Service Charge

We are always keen to improve our services to reduce the need for complaints. We also welcome suggestions from you on how we can achieve this. However, we know there will be times when there are things you are not happy about that you will want to raise with us.

If you dispute or disagree with some aspect of your Service Charge, and are thinking of withholding payments whilst St. Leger Homes is resolving the matter – do not withhold the parts of the charge you do not dispute.

Your complaint should be set out fully in writing. We can always meet you and help with this if you ask us.

Our aim is to make sure everyone is dealt with fairly and equally, and that you are treated with courtesy and professionalism at all times.

6.5 Disputes procedure

Although St. Leger Homes has its own Complaints Procedure, because the area of leaseholders' service charges is very specialised, it has its own procedure to try to resolve any problems.

If St. Leger Homes investigates your complaint, and if you are not satisfied with the outcome, you will be advised to apply to the Leasehold Valuation Tribunal (LVT) to determine the matter, or take your own legal advice.

The LVT have been given greater powers by the Government to look at Service Charge disputes. They are independent and impartial. Hearings are semi-formal, and normally consist of three members – a lawyer, a valuer, and a layperson.

6.6 Stage 1

If you think your Service Charge is wrong, or do not believe the cost to be reasonable, or the service satisfactory, you should write to the Strategy Development Manager with your complaint.

If you would like advice or help in setting out your complaint in writing the Leasehold Officer will be able to assist you with this.

A reply will be sent from the Strategy Development Manager within 10 working days. If a reply cannot be sent in that time, you will be sent a letter telling you why, and when a reply may be expected.

If your dispute covers several service areas, the Leasehold team will co-ordinate a response from the different teams. If this cannot be done in 10 working days, you will be sent a letter telling you why.

6.7 Stage 2

If you do not agree with the answer you get, you should write to the Business Planning Manager. They will decide whether your dispute is valid, and whether further investigation is needed.

If more investigation is needed, a Deputy Estates Manager will carry this out. This may include meeting with you at the property to discuss your complaint. A reply will be sent to you within 10 working days. If a reply cannot be sent in that time, we will send you a letter telling you why, and when a reply can be expected.

If your dispute is not upheld you will be expected to pay your Service Charge. However, you will be told that you have the right to apply for a determination to the Leasehold Valuation Tribunal. For this, you should think seriously about getting your own legal advice.

6.8 Applying to the Leasehold Valuation Tribunal (LVT)

The LVT can now decide all aspects of the duty to pay service charges for repairs, improvements and services. This includes decisions on whether the costs are reasonable, the standard of work is reasonable and whether leaseholders have been properly consulted.

St. Leger Homes' own internal disputes procedure should be followed in the first instance. However, if you are not satisfied with the outcome – you can apply for a determination by the LVT.

You may make applications to your local panel office who will be able to provide forms for you to complete and will let you have guidance notes on procedure. There is usually a variable charge for application fees. If you or your partner is in receipt of certain benefits, you can

apply for a waiver of the fees. If the case cannot be resolved at an earlier stage, there is also a hearing fee.

The address of the Northern regional office is:

Leasehold Valuation Tribunal:
Residential Property Tribunal Service
1st Floor
26 York Street
Piccadilly
Manchester
M1 4JB

Tel: 0845 100 2614 or 0161 237 9491

www.rpts.gov.uk

The Leasehold Advisory Service (LEASE) publishes a large number of detailed booklets about your rights – including applying to the LVT – which can be downloaded from their website, or ordered as pamphlets. Contact details for LEASE are at the back of this handbook.

7. SELLING YOUR FLAT

7.1 Selling your flat

You do not need St. Leger Homes' permission to sell your flat, although St. Leger Homes must be told of any change of ownership within one month. If you bought your flat after 18 January 2005 and you wish to sell the property within 10 years, you must first give the Council the option to repurchase at market value. The Council has the first right of refusal on a sale within 10 years.

If you bought your flat from the Council, applying under the 'Right to Buy' scheme before 18 January 2005, and sell within the first year of purchase, the whole of the discount will have to be repaid. Two-thirds must be repaid if you sell in the second year, and one-third in the third year. After 3 years, you can sell without repaying any discount. The discount is the sum actually received when you purchased the property.

If you bought your flat from the Council, applying under the 'Right to Buy' scheme after 18 January 2005, and sell within the first year of purchase, the whole discount will have to be repaid. Four-fifths must be repaid if you sell in the second year, three-fifths in the third year, two-fifths in the fourth year and one-fifth in the fifth year. After 5 years, you can sell without repaying any discount. In addition, the amount of discount to be repaid if you sell within 5 years of purchase will be a percentage of the resale value of the property, disregarding the value of any improvements.

7.2 Repossession

If you fall behind in your mortgage payments you could risk losing your home.

If you get into difficulty with your payments, you should seek help straightaway. The earlier you ask for help, the greater the chance of getting it sorted out, and coming to an arrangement with your lender. Your local Citizens Advice Bureau (CAB) may be able to provide guidance in these circumstances.

7.31 Buy Back Policy

St. Leger Homes of Doncaster and the Council currently have a Buy Back policy. More information on this policy can be obtained by contacting the **Leasehold Advice Line on 01302 736308**.

8. LETTING YOUR FLAT

St. Leger Homes has no objection to you letting out your flat, and becoming a landlord, so long as:

- You let us know of any sub-let, and keep us informed of all the details, and any changes to those details
- You make sure your tenants keep to the terms of the lease, as you are responsible for their actions

Letting out your flat may affect the Buildings Insurance premium and can affect the risks covered.

If your flat is left unoccupied for more than 30 days in a row, you are no longer insured against malicious damage, or damage caused by theft or attempted theft, or by escape of water from fixed pipes or appliances.

Please telephone the **Leaseholders' Advice line on 01302 736308** for a sub-letting advice form to fill in.

By law, as a leaseholder, you are responsible for making sure that all gas appliances, such as fires, boilers and cookers, are kept in good order and checked for safety at least once every 12 months. A CORGI registered contractor must carry out these checks and it is essential that you are issued with a valid CORGI registered certificate upon completion.

9. BUYING THE FREEHOLD

Long leaseholders of flats have the right, as a group, to buy the freehold of the building, if they and their building qualify. This is known as 'collective enfranchisement'.

Leaseholders have this right even if the freeholder, or landlord, does not wish to sell. Once they have bought the freehold, leaseholders themselves take over the management of the building.

To qualify, certain conditions have to be met:

- The block must have two or more flats
- No more than 25% of the internal floor area must be used for non-residential purposes - for example, as an office or a shop
- At least two-thirds of the flats in the block must be leasehold
- At least half of the leaseholders must want to buy the freehold
- The group of leaseholders purchasing is properly constituted in line with the law

If your block fails in any of the above tests you will not be able to buy the freehold.

It is essential you get legal advice if you and the other leaseholders wish to apply to buy the freehold of your building.

Because the process can be long and costly, St. Leger Homes will usually agree to a voluntary sale of the freehold if the following criteria are met:

- The property contains four flats or fewer
- All the flats are leasehold
- All leaseholders agree to the sale
- The price meets St. Leger Homes' valuation, and its reasonable costs are met
- The group of leaseholders buying is properly constituted in line with the law

If you would like further information, please contact the **Leasehold Advice Line**.

Useful Terms

Administration charge

An amount you pay, either directly or indirectly, for landlord's consents, information, transfers, sub-lets or breaches of covenant.

Block

Your 'block' is the building described in your lease for which you are responsible for paying your share of the Council's costs.

Breach of covenant

When a duty set out in the lease is broken.

Certified accounts

End-of-year accounts that have been signed by an accountant as dealing fairly with matters and supported by receipts and documents.

Collective enfranchisement

Buying the freehold of the block by a group of leaseholders.

Commonhold

A new form of flat ownership that does not apply to Council leaseholders.

Commonhold and Leasehold Reform Act 2002

The new law which gives leaseholders more rights to buy the freehold, to be consulted on works and contracts, and be given information about money that is spent on the building.

Consents

Written permission you require from St. Leger Homes to do various things, such as make structural alterations or additions, or keep pets

Consultation

Your right to be told about expensive works and contracts, and in some cases to suggest someone to carry out the job

Decent Homes Standard

A Government housing standard for tenanted flats and buildings, which must be in place to a certain level by 2010.

Demised premises

The parts of the building you have bought and are responsible for – the interior parts, along with any gardens or outbuildings.

Forfeiture

Ending of the lease and repossession by the landlord because the lease conditions have not been met.

Improvements

The provision of something new to the building – for instance, wheelchair access, or CCTV.

Inspection of accounts

Your right to see the documents and receipts used to work out your charge

Landlord & Tenant Act 1985

The original Act of Parliament, now changed by other Acts, which sets out what a service charge is, that it must be 'reasonably incurred', how you should be consulted, and your right to inspect accounts

Leasehold Valuation Tribunal (LVT)

An independent and impartial body given binding powers by the Government to settle Service Charge disputes instead of going to court

Long-term agreement

A contract for more than 12 months to provide works or services – for instance, the grounds maintenance contract or the lift maintenance contract

Management charge

The part of the Service Charge that covers St. Leger Homes Leasehold Management costs

Qualifying works

Works that cost you £250 or more, and on which you will generally be consulted in a specified way

Recognised Residents Association

A group of leaseholders in a building who have been recognised by the Council for the purpose of consultation

Section 125 Notice

The notice of Right to Buy purchase price which sets out major works costs for the first five years of the lease, and the most St. Leger Homes can charge during this period

Sub-letting

When you let your flat to someone else – if you do this you become a landlord and are responsible for the actions of your tenants. You have to tell St. Leger Homes all the details within one month, otherwise this becomes a breach of covenant

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@stlegerhomes.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 Freephone 0808 1263123

St. Leger Homes of Doncaster

Community Liaison Team 01302 862740

St. Leger Homes of Doncaster
St. Leger Court
White Rose Way
Doncaster
DN4 5ND

or 01302 862735

E-mail: community.liaison@stlegerhomes.co.uk

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
London
EC2A 2DX
or 0845 345 1993

E-mail: info@lease-advice.org

www.lease-advice.org

Leasehold Valuation Tribunal: 0845 100 2614

Residential Property Tribunal Service
1st Floor
26 York Street
Piccadilly
Manchester
M1 4JB
or 0161 237 9491

www.rpts.gov.uk