

Mae'r ddogfen hefyd ar gael yn Gymraeg

This document is also available in Welsh

LEASEHOLD HANDBOOK

LEASEHOLD HANDBOOK

CONTENTS

PAGE

- 3. Introduction
- Section One**
- 4. What does it mean to be a Leaseholder, and what is a Lease?
- 5/6. Leaseholder's Responsibilities:-
 - Emergency Access
 - Pets
 - Cars and Parking
 - Pests
 - Refuse and Waste
- Section Two**
- 7. Landlord's Responsibilities
- 8/9. Repairs and Maintenance:-
 - Reporting Repairs
 - Appointments
 - Inspections
 - Unsatisfactory Work and Complaints
- 10. External repairs and painting
 - Leaks
- Section Three**
- 11. Rechargeable repairs
 - How do I carry out improvements to my home?
- 12. Satellite Dishes
- Section Four**
- 13. Useful Advice:-
 - Gas Escapes
 - Preventing Carbon Monoxide Fumes
 - Electrical Safety
 - Water
 - Cleaning a blocked waste pipe
 - Cleaning the trap
- 14. Frozen pipes
 - Mould and condensation

Section Five

15/21. Major works and improvements:-

The consultation process – notice of intention – notice of proposal – contract – notice of agreement – exclusions – paying for major works – service charge loans – discretionary service charge loans – charge on property for leaseholders with insufficient income

Section Six

22. Service Charges and Ground Rent – how are they calculated?

23/24. What happens if you disagree with your charges?

What is the Leasehold Valuation Tribunal (LVT)?

25/26. Ways to pay your service charge

27. What happens if you don't pay on time?

Section Seven

28. Buildings Insurance

Section Eight

29/30. Anti Social Behaviour (ASB)

What is ASB and what is not ASB?

What can you do about it?

Controlling noise and nuisance

What if I cause nuisance to a neighbour?

31/32. Harassment and abuse

Neighbourhood support unit

33/35. The Estate Caretaking service

Section Nine

36/39. Fire Safety Advice

Smoke Alarms

Hints and Tips

Plan A Fire Escape Route

High Rise Flats

If You Discover A Fire

Leaseholder Handbook

This handbook contains useful and practical information about your lease with the Council. It aims to help you understand your rights and responsibilities as a leaseholder, and the Council's obligations to you as your landlord.

The handbook explains what it means to you to be a leaseholder in a shared block of properties, and it gives details about the services the Council provides. It also describes what service charges are, why you have to pay them, and how the Council may be able to help if you have financial difficulties.

It also sets out information about your lease and how the City and County of Swansea, as landlord manages the building in which you live. It has been written to help you understand what being a leaseholder means. It is a general guide only and does not give a full interpretation of the law. It does not cover every individual case, provide legal advice, affect or override the terms of your lease. If you are in any doubt or uncertain about your duties or your rights, you should always get professional independent advice.

This handbook is designed to be easily used as a point of reference, but should you need more information or wish to discuss any issues please contact the Leasehold Officer on (01792) 635223.

It is important that the Council has the correct details of the owners of its leasehold flats. Please make sure that you keep the Leasehold Officer up to date with changes in ownership, names, addresses and telephone contact numbers.

Section One

What does it mean to be a Leaseholder?

As a long leaseholder, you have purchased the right to live in your property for a fixed number of years. The Council has the right to enforce your obligations as set out in the lease and also retains freehold ownership and responsibility for the common parts of the building and other communal areas. Ownership of the property will revert to the Council when the lease expires – unless the lease is extended or the freehold is purchased.

What is a lease?

A lease is a legally binding contract between a Landlord (the Council) and a Leaseholder (you). It sets out the rights and obligations of both parties. It is therefore enforceable – Neither party can simply walk away from a lease.

Before you purchased your property, your Solicitor should have explained your lease in full so that you understand both your responsibilities as a Leaseholder, and the Council's responsibilities as a Landlord. You should have been given a copy of your lease by your solicitor.

The lease will have a plan attached showing your property, and will also refer to any communal areas that you may be entitled to have the use of, in common with other occupiers of flats in your area.

A lease usually runs for 125 years, and in most cases are dated from the first time a property was sold in the block. If you bought your home from another Leaseholder, you will have the right to live there for the number of years left on the original lease.

Leaseholders Responsibilities

As a Leaseholder you are responsible for keeping the inside of your home in a good state of repair.

This includes;

- Plaster and other surfaces to floors, walls and ceilings
- Decoration inside your home
- Internal doors and door frames
- Fixtures and fittings such as kitchen units, baths, toilets and sinks
- Heating systems, pipes, water tanks, cables, plumbing, drains and radiators
- Repairing and maintaining gas and electrical fittings and appliances
- Sweeping and cleaning of flues or chimneys
- Your garden (if you have one)

You must arrange for any repairs and maintenance work to the inside of your home to be carried out and pay the full cost of this work.

You must also;

- Pay towards the cost of repairing and maintaining the structure, the outside of your home and any communal areas. Usually this is done via your service charge but occasionally a supplemental service charge will be levied
- Allow access to your home to inspect the condition of the building
- Get written permission from the Council before making any structural alterations or additions to your home
- Only use your home as a private dwelling
- Not cause nuisance to your neighbours
- Not misuse any garden area or erect any fence on any shared area or shared right of way
- Not obstruct any communal areas or access to the building

As the leaseholder/tenant you are responsible for the behaviour of any visitors, lodgers or tenants who may visit or stay in your home.

The Council strongly recommends that you arrange to have your gas appliances serviced once a year by a CORGI registered heating engineer.

You will be able to find out more information on repairs in the section called "Repairs and Maintenance".

Emergency Access

Under certain circumstances the Council may need to enter your property to carry out emergency repair works for example, if there was a leak which was affecting other properties in the block. In most cases the Council would try to contact you to arrange a convenient time for the works to take place.

If the situation is considered to be a danger to other residents then the Council does have the right to enter without notice.

Pets

If you intend keeping a pet at the property you must first obtain the written permission of the Council.

Cars and Parking

You have the right (along with all other tenants and leaseholders) to use adjacent parking areas (if there are any) for roadworthy vehicles. Nobody should leave an unroadworthy vehicle in the designated parking areas or cause obstruction with a vehicle. In some cases, there may be a designated parking area for a flat, and you should refer to your lease for clarification.

Pests

The Council offers a comprehensive pest control service for the people of Swansea and can offer practical help and advice.

Please contact 01792 635600 for information.

Refuse and Waste

The Council provides a number of waste services to residents, businesses and visitors to the City & County of Swansea.

Information is available on domestic rubbish collections, Bank Holiday collection dates and Civic amenity and Recycling Sites. There is also information on our special bulk waste collection.

If you require more information on waste services, please contact the Environment Department on 01792 635600 or e-mail evh@swansea.gov.uk

Section Two

Landlords Responsibilities

Your lease contains full details of the Council's responsibilities. Depending on the type of lease, the following list may vary. The Council is responsible for repairing the structure of the building, and the outside of your home, including;

Communal areas

- Entrance halls, stairways and landings
- Communal facilities such as lifts and door entry systems
- Communal areas and drying areas
- Any shared external doors including sheds
- Refuse areas
- Communal electric/lighting/heating
- Mains water plumbing and drainage within communal areas

Structure of the building

- Structure of external walls, roofs and foundations
- Window frames and chimney stack
- Doors – front and back and balcony

Outside your home

- Outside painting
- Gutters, down pipes and snow boxes
- Outside woodwork including repairs to external doors and sheds
- Communal TV aerial (if applicable)

Although we are responsible for arranging and carrying out repairs and maintenance work, under the terms of your lease you must contribute to the cost through your service charge.

The Council will provide clear details of how you will be charged for any works carried out to your property or the block. (see the section on Service Charges for more details).

The Council will respect your privacy and will always provide written notice if we need access to your home.

Repairs and Maintenance

How do I report a repair?

To report repairs that are the Council's responsibility please contact the Housing Repairs Call Centre on **01792 635100**. The Repairs Call Centre is open Monday to Thursday 8.30am to 5.00pm and Friday 8.30am – 4.30pm and will be able to deal with all repairs reporting and any repair queries.

You can also report online:

<https://www.swansea.gov.uk/requesthousingrepair>.

Should you have an **emergency** repair outside of the Call Centre opening hours, please contact **01792 521500**. Please note that this number will take emergency repairs only.

If you are unable to telephone then you can report the repair in person or by letter to your local District Housing Office or the Leasehold Officer.

When contacted directly, the Housing Repairs Call Centre team will be able to advise you on all aspects of repairs and maintenance, raise the necessary work orders and assign the repair with the appropriate priority category and inform you of the timescale for the repair's completion.

When you report a repair it will be necessary for the Repairs Agent to ask you a number of questions to ensure the correct work is ordered and accurately prioritised. To help this process please give as much information as possible e.g.

- Your name and address
- Explain that the property is leasehold
- A telephone number where you can be contacted
- As much information as possible regarding the repair, including location
- Access information – i.e. times of the day where there will be someone at home, times to avoid calling etc.

All repairs are prioritised into the following categories:

- **Emergency Repairs (Priority A)** – we will respond within 4 hours and the work will be completed or made safe within 24 hours.
- **Urgent Repairs (Priority B)** – we will complete the work within 5 working days.
- **Less Urgent Repairs (Priority C)** – we will complete the repair within 30 working days or it will be added to a programme of planned work.

Appointments

Wherever possible appointments for certain types of repairs will be offered, in these circumstances the Repairs Agent will advise you of the date of the appointment and whether it is AM or PM. Please note that AM appointments are any time between 8am to 1pm and PM appointments 12pm to 4.30pm.

Inspections

Some repairs will need to be inspected before repair work can be ordered.

Some examples of work that may need to be inspected may include:

- Structural repairs (brickwork/roofing repairs)
- Plastering work
- Water penetration

The Repairs Agent will advise you if an inspection is necessary and will book an appointment with you at the time of your call. At the time of the inspection you will be advised by the Inspector what work will be ordered and the timescale.

Unsatisfactory work and complaints

If the work is not to your satisfaction once completed or has not been completed within the agreed timescale please let the Housing Repairs Call Centre know on 635100 so that we can take steps to put the matter right.

All complaints about the repairs service are dealt with in accordance with the Council's complaints procedure.

External Repairs and Painting

We repair and paint most external woodwork, as well as most pipes and gutters, on a cyclical basis. This section sets out details of what we do and how we do it. The cost will be included in your service charge.

What does this service include?

- Repairs to woodwork before it is painted or stained
- Repairs to external doors and catches on windows, gutters and outside pipes
- Painting of some external woodwork, and most gutters or pipes
- Servicing of PVCu window frames, cleaning gutters and doors
- Repairs and painting to any communal areas external and internal.

How is the work carried out?

The Council will write to let you know that your home is to be included in the repairs prior to painting and painting contract for the year, together with an anticipated start date for the work. The contractor will need to survey your house. You should also let them know about any repairs which may need to be carried out during the surveyor's visit.

Leaks

Residents often contact the leasehold management team to complain about leaks damaging their home from another property. The most common origin of these leaks is the overflow pipe. To reduce the damage and disruption that leaks cause, the Council request all leaseholders to follow these few simple guidelines.

- Make regular checks to all pipework and appliances that use water (such as washing machines) to make sure there are no leaks.
- Give the Leasehold Officer an emergency contact number so that we can contact you immediately if there is a leak.
- Make sure that you repair any leak from your property quickly and then tell the Leasehold Officer so that they can repair the damage caused by the leak.
- If the leak is not sorted out in the given time, the Council may carry out the work, and you will be charged for the work.

Section Three

Re-chargeable repairs

Repairs which are required to your property because of deliberate or persistent accidental damage or negligence, caused by yourself, a member of your household or a visitor to your home may be designated as a “re-chargeable repair”.

If a repair is classed as a re-chargeable you will be given the opportunity to undertake the repair to an acceptable standard or you will be issued with an invoice for the cost of the work, which you will be required to pay within 28 days.

If damage is caused to your property as a result of vandalism please ensure you contact the police and obtain an incident number. If you do not contact the Police you may receive a bill for the cost of the damage.

How Do I Carry Out Improvements to My Home?

As a Leaseholder you may want to improve your home. This could include:

- Putting in central heating
- Putting in new windows
- Putting up a satellite dish
- Building a conservatory or porch.

Before you do **ANY** alterations that may affect the structure of the building, the outside of the building or will affect communal services, you must obtain our written permission.

You must also get building regulation and planning permission if it is necessary.

We will give you permission whenever we can. Sometimes we only give permission if you meet certain conditions. For example, if you want to put in new windows, we may say you have to follow a certain specification approved by the Council.

If you carry out any improvements without our permission, you will be in breach of the terms of your lease. We may then take legal action against you to make you remove the alterations.

Do not make any alterations to any attic or loft space. This part of the block of flats is not usually included within the terms of the lease.

You are responsible for carrying out repairs to any improvements you make to your home.

For information and permission for any home improvements, please put the request in writing to the Leasehold Officer.

We will reply to your request within 10 working days of receiving all the necessary information.

Satellite Dishes

Before installing a satellite dish you must apply and receive permission from your local District Housing Office. If planning permission is required for a satellite dish you will be responsible for applying to the Council's Planning Department and providing evidence of the approval to the District Housing Office.

Once approval has been given, the dish can be installed. If at any time the dish needs to be removed for us to carry out repairs or maintenance to your property, you will be responsible for its removal and re-instatement, following two weeks written notice. Any loss of service or costs incurred through rental agreements during the repair or improvement period will not be subject to compensation.

Section Four

Useful Advice

Gas Escapes

If you smell gas:

- Put out cigarettes, and do not use matches or naked flames
- Do not operate electrical switches or doorbells
- Open doors and windows and keep them open until the gas leak has been fixed
- Check to see if a gas tap has been left on accidentally or if the pilot light has gone out
- Contact your gas provider and report the escape **0800 111999**

Preventing Carbon Monoxide Fumes

- Keep rooms well ventilated
- Make sure vents are not obstructed or closed
- Have your central heating serviced annually by a CORGI registered installer/operator

Electrical Safety

- Unplug appliances when not in use
- Use the correct fuses in plugs
- Do not use any faulty switch or socket
- Do not touch exposed wires
- Do not touch wet fittings
- Do not overload sockets. Avoid double adapters – use only one appliance at a time in a socket

Water

If you get a burst pipe:

- Turn off the water at the stop valve
- Switch off the central heating system
- Turn on all taps to drain the water as quickly as possible to stop if flooding your home
- Switch off the electricity at the mains
- Switch off any water heaters

Clearing a blocked waste pipe

You will need a bowl, jug, rag or dishcloth and a plunger

To unblock a waste pipe

- Bale out most of the water from the sink
- Hold the rag tightly over the overflow opening
- Place the plunger over the drain hole
- Pump the plunger up and down rapidly
- After clearing the blockage, it is advised to clean out the trap (u-bend)

Cleaning the trap

- Place a bowl underneath the trap (u-bend)
- Unscrew the joints and remove the section
- Clean thoroughly, replace, and check that the seals are in place and all joints are screwed up tightly and not leaking

Frozen pipes

If hot or cold pipes freeze:-

- Do not heat the water, but warm the pipe gently and slowly (if you know where it is frozen) occasionally turning the tap on until it unblocks.

Mould and condensation

Too much moisture in the air within your home causes condensation. When the moist air meets a cold surface such as a wall or window the air cools and turns into droplets of water. If this happens regularly mould can start to grow.

If your home suffers from condensation you should reduce the amount of moisture by:

- Covering pans and not leaving kettles boiling
- Drying washing outside where possible
- Venting tumble driers outside
- Avoid using paraffin heaters or portable gas heaters
- Keeping your home warm
- Ventilate the property when cooking or washing
- In Winter, open windows slightly if they are misted up
- Keep air vents unblocked
- Do not overfill cupboards or wardrobes

Section Five

Major Works and Improvements

Your annual service charge includes day to day repairs and routine maintenance to your building and estate – for example repairing the main entrance door or unblocking drains. These are things that cannot be planned for, and need to be put right as and when they happen. Other work that is more large-scale and carried out on a planned basis, such as roof replacement, repairs and decorations, replacing a lift and enveloping are also referred to as 'major works'.

As your landlord The City & County of Swansea has an obligation to repair, maintain and sometimes improve the main structure and common parts of the block and estate. The Council has to divide the costs of doing this between the properties affected. You may be sent a supplementary service charge invoice for your share of the costs of the works.

Your share of the cost of major works is still a service charge under the terms of your lease; however, if the cost is over £250.00, we have to carry out a consultation procedure to be able to charge leaseholders appropriately. The procedure is known as 'Section 20 consultation', as it is set out in Section 20 of the Landlord and Tenant Act 1985. These consultation requirements were amended by the Commonhold and Leasehold Reform Act 2002. Wales.

The Consultation Process

Notice of intention

We will issue a 'notice of intention' under Section 20ZA of the Landlord and Tenant Act (as amended by the Commonhold and Leasehold Reform Act 2002) to all leaseholders within the block to let you know we are planning to carry out the work.

You have 30 days to make comments on our intention and have the option to nominate a contractor you would like us to include on the tender process. Any contractor you nominate will need to meet our conditions for approved contractors.

Notice of proposal

Once the 30 day consultation period has ended, we will serve a 'notice of proposal' on you if you are affected. This notice will

- give details of the estimates we have received and invite you to view the tenders and make any comments on them within 30 days if you so wish

The 'notice of proposal' should also contain a summary of any comments we have received to the 'notice of intention'; and our response to these.

Contract

At the end of the 'notice of proposal' consultation period, we can enter into a contract for the work to be carried out.

Notice of Agreement

Within 21 days of awarding the contract, we will send all the leaseholders in the block a 'notice of agreement', confirming which contractor we have appointed to carry out the work.

Exclusions to the consultation process

If the work is needed urgently, for example, the roof is leaking badly, we may ask permission from the Leasehold Valuation Tribunal (LVT) to not follow the Section 20ZA consultation procedure so the repairs can be done immediately.

There are also regulations that refer to contracts 'for which public notice is required'. This is a reference to contracts where the sum involved will be of a level European Union (EU) procurement rules apply and the proposed contract must be advertised by public notice in the Official Journal of the European Union (OJEU). In these cases, while the opinions and views of the leaseholders must be invited and considered, leaseholders do not have the right to nominate a contractor for these contracts.

Payment Options for Major Works

The Council recognises that it can be difficult for some leaseholders to meet their share of the costs of major works. There are a number of different options for paying your major works invoice including;

- Payment of the invoice in full
- Loan from your mortgage lender/bank or building society
- The Council's Leaseholder Assistance Scheme
- Statutory Loan Scheme
- Help from the Department of Work and Pensions

Payment of the Invoice in Full

You can pay the invoice in full by contacting the Finance Section, and quoting the invoice number to them, they will then take a payment from you for the full amount.

Loan from your Mortgage Lender/Bank or Building Society

If you have a mortgage secured on your home, you may be able to apply for an additional loan from your mortgage lender and ask for your home to be re-mortgaged.

If your mortgage lender agrees to give you an additional loan, you may be able to extend the mortgage period and pay the same monthly payments or increase the monthly payment to cover the additional loan. You should contact your mortgage lender directly to discuss this option.

If you do not currently have a mortgage it may be possible for you to take out a mortgage or loan to meet your Major Works costs.

The Council strongly advises leaseholders to seek independent financial and legal advice before entering into any agreement to secure a mortgage or a loan on their home.

The Council's Leaseholder Assistance Scheme

The Council has introduced a scheme to assist leaseholders facing invoices for major works. Under the scheme, the Council may be able to provide leaseholders with a loan. This will allow leaseholders to spread the cost of these works over a period of time.

In circumstances where leaseholders are unable to afford the repayment of a loan, the Council may be able to provide assistance on an Equity Share basis.

Leaseholder Loans

Leaseholders who have received an invoice for major repair works can apply for a loan from the Council to cover the cost of these works. The loans will be given on a fixed interest rate base. The interest rate charged is set by the Government.

The maximum repayment period for the loan is dependent on the loan amount as shown below;

- up to 10 years, in respect of a loan of less than £10,000
- up to 20 years, in respect of a loan of £10,000 or above, but less than £20,000;
- up to 25 years, in respect of a loan of £20,000 or above.

Examples of the monthly repayment amounts are shown in the following table. These are based on the current interest rate which is 3.13%

Loan Amount	Period (Years)	Monthly Repayment
£5,000	10	£48.58
£10,000	20	£56.11
£25,000	25	£120.25

These loans are secured by a legal charge against your property and a fee of £350 to cover the Council's administration costs and the legal expenses will be added to the amount of the loan.

Terms of the Leaseholder Loans

Leaseholder loans are provided on the following terms;

- The loan is secured by a legal charge on your leasehold property,
- The loan is repaid by equal monthly instalments made up of capital and interest,
- The loan is repaid over an agreed period
- An administration and Legal fee of £350 will be added to the amount of the loan,
- You may redeem the loan in full at any time without penalty,

- You must pay any fees due to your current lender (if any) for the Council to acquire permission to place a charge on the property.

How to Apply for a Leaseholder Loan

If you want to apply for a leaseholder loan, please complete the enclosed loan application form and return it to us, together with copies of two forms of identification, within 6 weeks of the date of your invoice.

As the loan amount is registered as a legal charge against your property the Council will need to carry out legal searches to determine whether you already have any other charges registered. If you do, we may have to get permission from these other parties before another charge can be registered and these parties may charge a fee for this permission which you will be responsible for paying.

If your application is successful you will be sent a formal loan offer. This is a written quotation which will show the monthly repayment required and the total amount to be repaid over the lifetime of the loan.

If you decide you would like to proceed with the loan, you will need to complete and return the loan agreement form which will be enclosed with your loan offer. Once you accept the offer of the loan, our Legal Department will draw up a contract and complete the legal formalities for the charge.

The Council strongly advises leaseholders to seek independent financial and legal advice before entering into any agreement to secure a loan on their home.

Please be aware that failure to make the repayments due on the loan could lead to the Council taking recovery action against you for the full outstanding amount.

Loan on an Equitable Share Basis

In circumstances where leaseholders are unable to afford the repayment of a loan, the Council may be able to provide assistance on an Equity Share basis.

This means the Council will “loan” the leaseholder the money to pay for the major works invoice but will not require repayment of the loan until the leasehold property is sold/assigned or remortgaged, or upon the death of the leaseholder.

The Council’s interest in the property is secured by putting a legal mortgage or charge on the property. The amount of the loan is treated as a percentage share of the market value of the property.

Example of an Equity Share Loan

The example below shows how an equitable share loan would work;

You require a loan of £15,000.

Your property is valued at £60,000. This means that the Council would be loaning you 25% of the value of the property.

When the property is sold (or the loan becomes repayable for another reason) you will need to repay the Council 25% of the selling price. Therefore if your property is sold for £80,000, you would have to repay £20,000. If it is sold for £40,000, you would have to repay £10,000.

The actual amount to be repaid could be more or less than the original amount of the loan depending on the value of your property at the time the loan is repaid.

The Council will require a current valuation of your property and will use Hometrack realevaluation.co.uk to provide this. There is fee of £25.20 for this service which you will be required to pay. In addition, as these loans are secured by a legal charge against your property, a fee of £350 to cover the Council's administration costs and the legal expenses will be also added to the amount of the loan.

We will also need to carry out legal searches to determine whether you already have any other charges registered. If you do, we may have to get permission from these other parties before another charge can registered and these parties may charge a fee for this permission which you will be responsible for paying.

What You Need to Know about Equity Share Loans

- Interest is not charged on Equity Share Loans and repayment of the loan is not required until the property is sold/assigned or remortgaged, or upon the death of the Leaseholder.
- The loan is secured by a legal charge on your leasehold property.
- Your leasehold property must be valued by the Council at the time of application.
- The loan amount as a percentage of the value of your leasehold property will be calculated. It is this proportion that has to be paid when the loan becomes repayable.
- An invoice for the valuation fee of £25.20 will be issued to you.
- Administration charges and the Council's legal expenses of £350 will also be added to the amount of the loan.
- You will be responsible for your own legal costs.
- You must pay any fees due to your current lender (if any) for the Council to acquire permission to place a charge on the property.
- You need to apply within 6 weeks of the invoice date.

How to Apply for an Equity Share Loan

If you want to apply for a loan on an equity share basis please contact Debbie Parry on 635011. They will discuss the options with you and if you wish to proceed they will send you an application form. The completed form must be returned to us, together with copies of two forms of identification, within 6 weeks of the date of your invoice.

A valuation of your property will then be carried out by the Council and the loan amount as a percentage of the value of the property will be calculated.

If your application is successful you will be sent a formal loan offer, which will show the calculated proportion that the Council's legal mortgage will represent.

If you decide you would like to proceed with the loan, you will need to complete and return the loan agreement form which will be enclosed with your loan offer. Once you accept the offer of the loan, our Legal Department will draw up a contract and complete the legal formalities for the charge.

The Council strongly advises leaseholders to obtain independent financial advice and legal representation before entering into any agreement to secure a mortgage or a loan on their home. You will be responsible for paying any costs that you incur for this and these costs cannot be added to the amount of the loan.

Statutory Service Charge Loan

As well as the Council's own Leaseholder Assistance Scheme, the Council is required to provide a Statutory Service Charge scheme for leaseholders who meet certain criteria.

You will be eligible if:

- You purchased the flat from the Council under the Right to Buy scheme within the last 10 years.
- The total cost of your service charge for the year is more than £2,330 and the maximum amount you can borrow is £30,990. These limits are increased each year in line with inflation.

The terms of Statutory Service charge loans such as repayment periods and interest rate are set by the Government. The current interest rate is 3.13%

Repayment Periods

LOAN AMOUNT (£)	PERIOD OF LOAN
£2,330 to £4,999	5 years
£5,000 or more	10 years

You will be charged an administration fee of £100 (which will be added to the amount of the loan) and you will also be responsible for your own legal costs. The loan is secured by way of a charge on the property.

How to Apply for a Statutory Service Charge Loan

If you want to apply for a Statutory Service Charge loan please contact Debbie Parry on 635011. They will discuss the options with you and if you wish to proceed they will send you an application form. The completed form must be returned to us, together with copies of two forms of identification, within 6 weeks of the date of your invoice

Leaseholders who are eligible for a Statutory Service charge loan can still apply for a leaseholder loan under the Council's scheme where they may be able to spread the repayments over a longer period.

Help from the Department for Work and Pensions

Leaseholders who are receiving Income Support, Income Based Jobseekers allowance or Pension Credit may be entitled to help from the Department for Work and Pensions to pay for Major Works.

The Department for Work and Pensions will not usually pay for the cost of the Major Works but may be able to help you pay any interest incurred on a loan or a mortgage taken out to pay for your Major Works bill.

There are several ways that you can get help. If you are entitled they will sometimes allow all or part of the cost as a lump sum payment or they pay this by instalments spread out throughout the year.

If they cannot allow the payment they may advise you to take out a loan or mortgage but if you do this they may only be able to give you the interest paid on the loan.

You should inform the Department for Work and Pensions as soon as you get your invoice.

For more information you should contact the local Department for Work & Pensions directly on 0845 6060265.

Section Six

Service Charges and Ground Rent

How are service charges calculated?

Under the terms of your lease, you are required to pay service charges which cover the Council's cost of repairing, maintaining and improving both communal areas and the external fabric and structure of the building and the provision of insurance cover and services to the property. In addition there is a management charge to cover the administration of the leasehold service.

Service charges are worked out in annual cycles that correspond with the financial year 1st April to 31st March. The charge is based on **estimated costs** for maintenance for the year and actual charges for the buildings insurance premium and management charge. A schedule showing the breakdown of these charges is provided with the invoice.

The principal behind invoicing leaseholders on an estimated basis each year is that they are charged a standard amount for which they can budget. The alternate method of charging the actual costs would lead to wildly fluctuating bills each year.

At the end of each financial year the actual costs incurred and payments made for each leasehold property is calculated. Where the costs relate to communal areas or facilities the costs concerned are apportioned based on the number of properties in each block. **These figures are recorded in an individual leasehold property account with any difference between the amount invoiced and the actual costs incurred being held in trust by the council.** Leaseholders are sent a statement of their property account together with a breakdown of the actual costs incurred at the end of each financial year.

To prevent substantial credit balances accruing, the Council operates a system of 'reduced invoices'. Where there is a credit balance on a leaseholder's property account of £300 or more the leaseholders invoice for the following financial year will be reduced so that they are only charged the management charge and insurance charge. If the property account is more than £750 in credit then the leaseholder will not be invoiced in the following financial year.

Ground Rent

This is the rent for the land that your property is on and only applies to leasehold properties.

In addition to your annual service charge bill, a separate bill for ground rent will be sent out annually by the Council for ground rent. It costs £10 per year. For any queries about ground rent please contact the Corporate Property Department at the Civic Centre. Tel. 01792 637655.

What Happens If You Disagree With Your Charges

The Council will always try to work out your charges accurately and fairly, but if you think there is a mistake or that you have been charged wrongly for something, please contact the Leasehold Officer on 01792 635223. Alternatively you can write to The Leasehold Officer, Housing and Public Protection, Business Planning Division, Civic Centre, Oystermouth Road, Swansea SA1 3SN. Your enquiry will be fully investigated and the amount you have been charged will be amended if necessary.

If you are unhappy with our reply and still think you have been charged unfairly you can apply to an independent Leasehold Valuation Tribunal. Either you or the Council can apply to the tribunal to settle a dispute over service charges

What is the Leasehold Valuation Tribunal (LVT)

The County Court has powers to make decisions regarding disputes under Section 19 of the Landlord and Tenant Act 1985 (as amended by the Landlord and Tenant Act 1987). Both landlords and leaseholders have the right to apply to the LVT for a determination of any section 19 dispute. The LVT is independent and impartial and normally consist of three members, a solicitor, a valuer and a lay person.

Hearings are semi-formal and evidence is not given on oath, it provides a quicker and simpler option to court proceedings.

When a section 19 dispute comes before a County Court and the issues fall within the jurisdiction of the LVT, the county court may, where no application has already been made, transfer the dispute to the LVT. Pending the LVT's decision, the county court has the power to deal with outstanding proceedings as it sees fit and upon the LVT's determination to give effect to the determination by way of a court order.

The LVT has jurisdiction for the following issues;

- Whether costs incurred for services, repairs, maintenance, insurance or management were reasonably incurred.
- Whether services or works for which costs were incurred are of reasonable standard
- Whether an amount payable before costs are incurred is reasonable
- Where works or services are proposed in the future, the application can be to determine:-
- Whether the proposed works or services were to be provided, the costs would be reasonable
- Whether services to be provided or works proposed to a particular specification would be of a reasonable standard
- What size of advance payments would be reasonable

No application can be made to an LVT where the matter has already been formally agreed by the tenant or determined by a court, or by arbitration, or

has already been to arbitration. It may also not be possible for LVT to determine a matter where either party is subject to an agreement stating that the matter is to be referred to arbitration (for example, a clause in the lease). Consideration should be given to seeking independent legal advice.

The Leasehold Advisory Service (LEASE)

You can obtain further information from the Leasehold Advisory Service (LEASE) Tel. 020 7383 9800 or visit www.lease-advice.org.

The Leasehold Advisory Service is an executive non-departmental public body which provides free advice on the law affecting residential and commonhold property in England and Wales. It also offers a mediation service which provides a way to settle a dispute without the need to go to court or the LVT.

Ways to Pay Your Service Charge

Swansea Council website

Visit www.swansea.gov.uk and choose 'Pay' and 'Full list of payments available online' and 'Council Invoices payment' to make a payment by debit/credit card.

Internet banking or BACS transfer

Pay to: City and County of Swansea

Sort Code: 30-00-00

Account Number: 00283290

Bank: Lloyds Bank, 802 Oxford Street, Swansea, SA1 3AF

Quote the invoice number on each payment.

[For CHAPS, IBAN, BIC or DUNS details please telephone Accounts

Receivable on ☎ 01792 635847 or ✉ accounts.receivable@swansea.gov.uk

By automated telephone payment facility

☎ 0300 456 2765 to make a payment by debit or credit card using the 24 hour facility. Select 'Council Invoices' option.

By post

Cheques or Postal Orders are payable to 'City and County of Swansea' and should be sent to 'The Chief Cashier, Finance Dept, Civic Centre, Swansea, SA1 3SN. Please cross all cheques, write the invoice number on the reverse and attach the remittance slip at the bottom of your invoice. For a receipt, please return the whole invoice with your cheque. Do not send cash or post-dated cheques.

In person

Visit the Civic Centre, Oystermouth Road, Swansea or any of the Authority's District Housing Offices (nb Gorseinon only accepts card payments). Visit <http://www.swansea.gov.uk/DHO> for directions and opening times.

Post Office payments

Pay at any Post Office (fee payable) quoting the invoice number and the Council's Girobank account number: **466 4450**.

What Happens If You Don't Pay On Time

If you don't pay your service charge on time, you will be sent a reminder. Sometimes leaseholders experience financial problems and find it difficult to pay their service charges, if this happens you should contact the Leasehold Officer (tel. 01792 635223) who can advise you. You will be able to make arrangements to pay monthly if this is more convenient for you.

If we do not hear from you we will consider taking further action such as;

- County Court proceedings
- Informing your mortgage lender of the arrears
- Court proceedings to end your lease if you do not keep to an agreement to pay the debt.

These proceedings may incur legal costs and add to your financial problems. It is important that you work with the Council to sort out the problem and inform us of your current position. If you do not, legal action may be taken.

Section Seven

Buildings Insurance

It is a condition of your lease that Swansea Council arrange buildings insurance cover. This means you cannot arrange your own building insurance cover. At present, OCASO SA provide this cover for all leasehold properties.

Your share of the building insurance cost will be included in your service charge bill.

Your property will be given an “insured value”, which is the cost of rebuilding your home, and is therefore different from the actual value of your home if you sold it. Each year, we review the insured value to take into account changes in the costs of rebuilding a home.

Please note: The buildings insurance DOES NOT cover the contents of your home, and you will need to make your own arrangements for contents insurance.

Included in this pack is an insurance booklet which outlines your buildings insurance, and also a claim form, more copies can be obtained from the Leasehold Section on (01792) 635223.

If you have any queries regarding a claim, you can contact the claim handling company for help and information.

The contact details are:- Claims Connexion UK Limited
27 High Street, Cowbridge,
Vale of Glamorgan, CF71 7AE

Telephone 01446 771722

Fax 01446 775793

Section Eight

Anti-Social Behaviour

What is Anti-Social Behaviour (ASB)?

Anti Social Behaviour is a general term with many definitions to suit individual occurrences. What may seem like anti social behaviour to one person may not be a cause for concern to another. Below is a standard recognised definition of anti-social behaviour as defined in Section 1(1)(a) of the 1998 Crime and Disorder Act as:-

“Where a person has acted; in a manner that caused or was likely to cause harassment, alarm or distress to one or more persons not from the same household as him/herself.” This sort of behaviour includes but is not limited to behaviour such as unruly and drunken behaviour, fly tipping, graffiti, threatening and abusive language, domestic violence and many other types of behaviour which prevents others from enjoying a normal life”.

Everyone has the right to enjoy their home and their community. Anti-Social Behaviour or ASB is when someone or groups of people act in a way that causes harassment, alarm or distress to others.

There are many different types of anti-social behaviour, and sometimes relatively minor disputes between neighbours can escalate into incidents of anti-social behaviour.

Many forms of anti-social behaviour are also violations of criminal and environmental laws and may be dealt with by other agencies. If you are experiencing ongoing criminal activity, please report it immediately to the police. Other forms of anti-social behaviour on Swansea Council estates may be reported on a 24 hour basis to the Neighbourhood Support Unit on Swansea 648507. (See the Section on “Neighbourhood Support Unit at the end of this chapter).

Anti-Social Behaviour can include:

Harassment: Racial harassment, intimidation, verbal abuse, homophobic harassment, bullying.

Noise: Animals such as barking dogs, car and property alarms, TV's/Stereos on too loud, fireworks, parties and loud music, DIY, running a business from home.

Parking: Abandoned vehicles, obstructions, dangerous parking, caravans or HGV's.

Other types: Fly tipping, overgrown gardens, dog fouling, roaming animals/pets.

What is not ASB?

Some actions can be annoying but are not classed as anti-social unless they become persistent or escalate to other forms of nuisance.

- Noise from children playing
- Personal differences
- Normal living noise such as doors banging, toilets flushing etc.

What can you do about it?

The first step, if you can is to talk to the person who is causing the annoyance. They may not realise that their behaviour is affecting others, and their actions may not be deliberate or intentional.

In some cases you may not feel able to take this first step yourself, so in these situations you should contact the Leasehold Officer who may be able to help you sort the problem out.

If the problem persists or is serious, then you may need to take a different course of action.

Controlling Noise and Nuisance

- Keep all noise down from 11pm until 7am, but also remember to consider your neighbours at all times.
- Try to carry out chores such as washing, vacuuming and lawn mowing at reasonable times of the day.
- Warn neighbours when you are going to do something particularly noisy - drilling, hammering or having a party.
- Teach your children to understand how their playing habits might affect neighbours, for example playing ball games close to someone else's home.
- If you have a dog, do not leave it barking constantly in the home or out in the garden, particularly at night times.
- Keep music from radios, stereos and TV's to an acceptable volume.
- Remember, noise can be heard easily through floors and walls between adjoining properties.
- Do not position music equipment against shared walls. Place it on a rubber mat or carpet to deaden the vibration.

What If I Cause Nuisance To A Neighbour?

Covenants within the Lease state clearly that leaseholders and their visitors must not cause a nuisance. If you, a member of your family, or a visitor to your home cause any nuisance to neighbours, you are in breach of your Lease Agreement. We will try to resolve the matter with you but if the nuisance does not stop, we will take action against you.

This may result in you losing your home.

Harassment and Abuse

Harassment is the deliberate interference with the peace, comfort or safety of any person.

Your Lease Agreement states that you, members of your household or visitors to your home must not commit any form of harassment against neighbours or their visitors.

Some examples of harassment and abuse include:

- Racist or sexist behaviour or language.
- Using or threatening to use violence.
- Using abusive or insulting words or behaviour.
- Damaging or threatening to damage another person's home or possessions.
- Writing threatening, abusive or insulting graffiti.
- Doing anything that interferes with the peace, comfort or convenience of other people.
- Threatening or harassing Councillors, members of our staff or other members of the community.
- Stealing any item of property from any dwelling in your neighbourhood, which is owned or has been previously owned by us.

The Council takes a strong view of harassment and abuse and will take action against any Leaseholders found to be displaying this behaviour.

Remember, criminal acts, including threatening and abusive behaviour should be reported to the Police immediately.

You can also contact Crimestoppers on a Freephone number 0800 555 111 if the incident is of a criminal nature. If the problem occurs outside normal office hours, you should contact the Neighbourhood Support Unit on 01792 648507.

Neighbourhood Support Unit

The Neighbourhood Support Unit's overall role is to help neighbourhoods develop safer, more attractive environments.

What is the Neighbourhood Support Unit (NSU)?

The NSU supports the District Housing Offices in combating anti-social behaviour (ASB) and provides security for the authority's void (empty) properties by installing, monitoring and responding to alarm activations. They provide a 24 hour landlord presence on our estates. The NSU monitors CCTV on a number of Council estates, responds to incidents and undertakes foot and mobile patrols to new incidents. They liaise with the District Housing Office so that appropriate action may be taken.

The NSU also has specialist officers to provide support and advice to victims and witnesses of ASB. If a case of ASB is referred to the NSU, the unit will gather information by a number of means such as interviewing victims/ witnesses and issuing ASB diaries to use as evidence.

The NSU also supply, maintain and respond to activations of Responsive Burglar Alarms. These are available to tenants if they have been a victim of burglary, domestic violence, harassment or are in the witness support scheme. There are only a limited number of these alarms, but every application will be assessed.

The NSU can also remove small amounts of offensive graffiti – contact your Neighbourhood Officer in your local District Housing Office or if it is out of hours contact the NSU who will investigate and take appropriate action.

If any tenant experiences ASB, they should initially contact their local District Housing Office where the case will be assessed and if appropriate referred to the NSU. Leaseholders should contact the Leasehold Officer.

For informal advice you can contact the Neighbourhood Support Office on 01792 513940 in office hours or 01792 648507 out of working hours or for emergencies.

The NSU are not there to replace the Police – if you see anyone committing a criminal act, you should contact your local Police or telephone 999 in an emergency. Crimestoppers also have a free phone number on 0800 555 111 if you have any information regarding a crime.

The Estate Caretaking Service

The Estate Caretaking Service has been established with two primary aims – Cleaner Estates and Cleaner Blocks.

The caretaking service forms part of the Estate Management Service and the service aim is to:-

“Contribute to ensuring in a proactive, efficient and cost-effective manner that Council housing estates are clean, safe and attractive environments.”

For those who live in flats, the entrance and external areas to your block of flats gives the first and lasting impression to your visitors.

Whilst the common areas are used by all residents living in the block, and are open to visitors, if you live in a block of flats your tenancy conditions state that you have a responsibility to keep them clean and tidy.

Our aim is to help residents in the blocks to maintain these areas to the best possible condition at all times.

What are my responsibilities?

The Estate Caretaking Service has been designed to help you keep your environment clean. The service has not been created to replace your responsibilities as a resident, and you still have a duty under your leasehold covenants to keep the areas around your home clean and tidy. It is therefore in your interest to help us help you.

You can help by taking responsibility for keeping your environment clean and presentable by:-

- Keeping the area outside your house or flat clean and free from any litter.
- Not storing any items or refuse outside your front door, in any communal area (other than designated areas) or your own garden.
- Putting your refuse out for collection in the correct manner and on the correct day.
- If you do want to dispose of large bulky items of furniture, do not place them outside your home or in a communal area. There are plenty of facilities available for disposing of unwanted items. You can either take them to the civic amenities site or contact the Council to arrange collection. There is a charge for up to 3 items, however you may be entitled to the service free of charge if you are in receipt of certain benefits. Please check with the Council what is available.
- If you do arrange for the Council to collect bulky items, you must only put them out for collection on the arranged day. If you put them out prior to the collection date you are effectively fly-tipping.
- Report any repairs or defects that you notice in relation to any communal areas on your estate or in your block of flats to the Repair Line or the District Housing Office.

- Report any persons who you witness contributing to the deterioration of the physical appearance of your estate e.g. fly-tipping, littering, vandalising etc.

What does the Estate Caretaking Service provide?

Estate Checks

The Estate Caretakers will aim to:-

- Carry out a mobile patrol and visual check of all streets on Council housing estates every week.
- Check and litter pick all communal areas on our Estates, which the Housing Service Unit is responsible for, once every two weeks. This includes lanes, footpaths, green areas, verandahs, car parks, garage sites and play areas.
- Be responsive in dealing with issues such as graffiti removal, fly-tipping, litter, abandoned vehicles, disused needles, vandalism, repairs in communal areas, grounds maintenance or chute blockages (high rise flats).
- Respond to any of the above issues that they identify whilst undertaking their checks by:- a) Directly undertaking the work themselves; b) Referring the issue to another specialist section within the Council or an external agency for action; c) Referring the issue to the Area Housing Office for action.

Communal Block Checks

The Estate Caretakers will aim to:-

- Check the condition of both external and internal areas of all blocks with shared communal entrances once every 2 weeks. All high rise blocks however will be checked daily.
- Litter pick external areas within the boundary of all communal blocks once every 2 weeks.

What will be included in a block check?

A block check will include checks to ensure that the common facilities are left in a reasonable order. Any repairs or issues will either be rectified or reported back to the relevant agency by the Estate Caretaker for action. The following facilities will be checked:-

- Lights
- Floors/Stairs
- Walls/Ceilings
- Internal and external Doors
- Window Frames
- Drying areas
- Health and Safety

Can any additional block cleaning be undertaken?

Extra cleaning of communal blocks will only be provided if an area becomes unsanitary, or there is a spillage that cannot be easily cleaned by a resident, and the area may become a hazard to other users. In such local cases residents should contact their local District Housing Office.

Section Nine

Fire Safety Advice

Fire Kills! Get Out. Stay Out. Call 999

Every year the fire brigade is called out to over 60,000 house fires in the UK, and every year around 500 people die in these fires and over 10,000 are injured.

There are also a number of important measures you can take to prevent fire within your home and to get you and your family out quickly in the event of a fire. This advice is taken from the Communities and Local Government website.

Smoke Alarms

All properties should have a smoke alarm that is correctly installed, and is maintained and tested regularly.

A smoke alarm is your early warning system, which will detect and alert you to a fire. If there is a fire in your home, a smoke alarm will give you valuable time to escape. The noise of your smoke alarm should alert you even when you are asleep.

You can buy a smoke alarm from most DIY, electrical or hardware stores and most supermarkets. Ensure that you follow the manufacturer's instructions when installing your smoke alarm. The best place to put a smoke alarm is on the ceiling, as near to the centre of the room as possible. The more smoke alarms you have fitted in your house the better protected you will be.

Make sure you look after your smoke alarm

Test your alarm once a week

Change the battery once a year (unless it is a 10-year alarm)

Replace your smoke alarm unit every 10 years

Hints and tips

- Switch off and unplug electrical appliances when not in use.
- Don't overload electrical sockets, as this is one of the main causes of fires within the home.
- Check that ovens and cookers are turned off when not being used.
- Take care when cooking with hot oil and think about using thermostatically controlled deep fat fryers
- Ensure heaters are turned off properly, and put guards in front of open fires. Don't put furniture too close to heaters
- Keep clothing away from heating appliances.
- Make sure any candles are fully extinguished.
- Make sure all cigarette butts are put out properly, wetting them to be sure and throw them away into a bin outside the house.
- Never smoke in bed
- Keep matches and lighters away from children
- Keep interior doors closed- they will slow down the spread of any fire.
- Don't leave lit candles or saucepans unattended.
- Put your address by the phone so children can read it out to the emergency services.
- Put a reminder of what to do in a fire somewhere prominent, like on the door of the fridge.
- Take special care when you are tired or when you've been drinking. Half of all deaths in domestic fires happen between 10pm and 8am.
- Make a fire action plan so that everyone in your house knows how to escape in the event of fire

Plan a fire escape route

Make a fire action plan with everyone in your household. Discuss special arrangements for small children, the elderly and disabled persons. Your best escape route depends on where the fire is but is usually the normal way you leave your home or enter it. Make sure you keep your escape route clear so that you won't stumble or fall if you have to get out quickly. Decide on several routes in case one becomes blocked.

Make sure everyone knows where the keys are kept to the front and back doors. A lot of households have PVCu windows that have security locks on them. Make sure everyone knows where these keys are. It's surprising how many people remove them for security but have them all in a drawer in the kitchen.

Practice the plan -Take a few minutes to "walk through" the plan with everyone in the household. Regularly remind everyone of what to do and what not to do in a fire.

High rise flats

These buildings have been designed and constructed to provide a safe environment in the event of fire. The walls and doors between flats, stairs and corridors are specially designed to resist fire and stop the spread of smoke. Outside the building, roads and other areas are designed to enable emergency vehicles to get as near as possible.

It is important that you can use the hallway in the event of an emergency. This is why we ask you not to leave rubbish or block the communal areas, halls and passage ways. Do not use the lifts in the event of an emergency.

If you discover a fire

If possible close the door of the room where the fire is and close all doors behind you as you leave. This will help delay the spread of fire and smoke. Before opening a closed door use the back of your hand to touch it. Don't open it if it feels warm the fire could be on the other side.

Get everyone out as quickly as possible. Don't try to pick up valuables or possessions. If there is a lot of smoke crawl with your nose close to the floor, the air will be better there.

If you are on a ground floor then it will be easier to get out. If you need to break a window, do so safely and cover any edges with towels or bedding to cover edges of broken glass. If you need to get out higher than the ground floor then throw some bedding onto the ground to break your fall. Never jump from the window, lower yourself down and then drop at arms length.

Telephone the fire brigade from a mobile phone, neighbours phone or a public call box. The more information you give the quicker the fire brigade can find you and get there.

Don't go back into the building - Get Out. Stay Out. Call 999

REMEMBER

IF FIRE BREAKS OUT IN YOUR FLAT

- KEEP CALM ALERT OTHERS IN THE FLAT THEN GET OUT OF THE BUILDING AND STAY OUT. WALK QUICKLY. DO NOT RUN.
- IF POSSIBLE, CLOSE DOORS BEHIND YOU AS YOU LEAVE THE BUILDING.
- PLAN YOUR ESCAPE ROUTE. MAKE SURE EVERYONE KNOWS WHERE THE STAIRS ARE.
- USE THE STAIRS NOT THE LIFT.
- ONCE YOU ARE SAFELY OUTSIDE. CALL 999 THESE CALLS ARE FREE FROM ANY PHONE.
- TEST YOUR SMOKE ALARM WEEKLY, PRESS THE BUTTON ON THE COVER AND IT WILL SOUND

IF FIRE BREAKS OUT ELSEWHERE IN THE BUILDING

CALL THE FIRE SERVICE ON 999– NEVER ASSUME THAT SOMEONE ELSE HAS DONE IT YOU COULD SAVE SOMEONE'S LIFE.

STAY IN YOUR FLAT UNLESS OTHERWISE DIRECTED BY THE FIRE SERVICE.

Additional Information E-mail: walesfire@mawwfire.gov.uk or phone 01267 221444