

Tai Ceredigion

Leaseholder's Handbook

This Handbook contains important information for anyone who has bought, or is thinking of buying a Tai Ceredigion Leasehold Property

CONTENTS

Introduction

About Tai Ceredigion

Equal Opportunities

Contacting Tai Ceredigion

Section 1 The Lease

- What is a Lease?
- Your Rights and Responsibilities
- Your Statutory Rights
- Getting Legal Advice
- Tai Ceredigion's Rights and Responsibilities

Section 2 Service Charges

- What are Service Charges?
- Why you have to pay Service Charges
- What Service Charges are you expected to pay
- Recharges
- Methods of Payment
- Problems paying your service charge bill
- Failure or Refusal to pay your service charges

Section 3 Living in your Home

- Grounds Maintenance
- Running a Business from Home
- Parking and Vehicle Repair
- Gardens

- Building Insurance
- Contents Insurance
- Neighbour Nuisance and Anti-Social Behaviour (ASB)
- Noise Nuisance
- Vandalism and Graffiti
- Balconies

Section 4 **Repairs and Maintenance**

- Who is responsible for organising and paying for repairs?
- Your responsibilities
- Our responsibilities
- How to report a repair Tai Ceredigion is responsible for?
- How long does Tai Ceredigion take to complete repairs?
- Carrying out your own Repairs and Servicing
- Gas Servicing

Section 5 **Major Works**

- Carrying out Major Works
- Section 20 Consultation Process
- Payment for Major Works
- Carrying out your own Improvements

Section 6 **Frequently asked Questions**

INTRODUCTION

On behalf of the Board of Management and Staff of Tai Ceredigion, I would like to welcome you to your Leaseholder Handbook.

This Handbook has been produced to serve as a guide for leaseholders and gives you information about the services provided and what Tai Ceredigion expects of you as a leaseholder.

The information in this Handbook does not replace your lease, but offers you general guidance. It is not meant to give a full interpretation of the lease or the law. If you encounter any difficulties, or should disputes arise, you should always refer to your lease agreement. Your lease details all your legal rights and responsibilities for your individual property, which you agreed to at the time the purchase of your home was completed. If you do have any problems or there is something you do not understand, you should seek independent legal advice.

Please keep this Handbook in a safe place so that you can refer to it easily. An electronic copy will be available on our Website.



Steve Jones
Chief Executive

If you would like this Handbook provided in another format, such as on audio, in Braille, in large print or translated into another language please ask us. We will do our best to meet your request.

ABOUT TAI CEREDIGION

Tai Ceredigion (Cyf) was established on 30th November 2009 to receive the housing stock (2,229 rented and 138 leasehold properties) of Ceredigion County Council through the Large Scale Voluntary Transfer. The Association is an Industrial and Provident Society controlled by a Voluntary Board of Management which is comprised of 5 Tenant members, 5 Ceredigion County Council nominees and 5 Independent members of the Community. The Board has overall responsibility for running Tai Ceredigion including policy development, performance and budget setting.

The day to day management of the Association and its 150+ staff is undertaken by the Chief Executive and the other members of the Executive Team (Deputy Chief Executive, Director of Property Services and Director of Housing and Support) who carry out Tai Ceredigion's Policies as approved by the Board.

Tai Ceredigion is registered with the Welsh Government and is expected to work to certain regulations and performance standards to achieve the delivery outcomes issued by them. The Welsh Government regularly monitors the way the association is managed and the quality of services provided.

EQUAL OPPORTUNITIES

Tai Ceredigion provides homes and services to a wide range of people. We are committed to providing equality of opportunity and aim to be fair, reasonable and just in all our responsibilities. We are working towards ensuring our service delivery and employment services are of the highest possible standards of equality.

Tai Ceredigion will ensure that all our activities comply with all of the relevant legislation and codes of practice to ensure that no person receives unfair or unlawful treatment due to race, colour, ethnicity, national origin, language, gender, age, sexual orientation, disability, marital status or religious or political beliefs.

CONTACTING TAI CEREDIGION

GENERAL ENQUIRIES

If you have a housing related query regarding your home or lease including estate management issues, please call Customer Services on:

- **0345 606 7654**

E-MAIL

You can also contact us via e-mail: post@taiceredigion.org.uk. We aim to respond to emails within 10 working days.

WEBSITE

You can also contact us and find out the latest news and information about Tai Ceredigion by visiting our Website at:

www.taiceredigion.org.uk

BY LETTER

You can write to Tai Ceredigion at:

**Tai Ceredigion
Unit 4
Pont Steffan Business Park
Station Terrace
Lampeter
Ceredigion
SA48 7HH**

SECTION 1 - THE LEASE

WHAT IS A LEASE?

If you buy the lease of a Property you are known as the Leaseholder or Lessee of the Property. The owner of the Freehold of the Property is called the Freeholder, Lessor or Landlord.

The lease is a legal contract, which sets out the terms and conditions of your agreement between you and Tai Ceredigion. For those leaseholders who purchased their lease prior to Stock Transfer (30th November 2009) Tai Ceredigion is the Successor Landlord to Ceredigion County Council.

When you bought your flat, you bought the right to live in your property for up to 125 years. A long leasehold is simply a long tenancy that you can sell on.

It gives you and your successors the right of possession of your property for a long period (as specified in your lease) as long as you keep to the terms and conditions of the lease. The lease is enforceable in Law - all parties who sign the lease have an equal responsibility for making sure that they meet the conditions of the lease.

It is important that you understand your lease and the conditions in it. Breaking these conditions could have serious consequences. Sections in your lease are called clauses and schedules and each one details conditions and responsibilities you have as the leaseholder and those of the freeholder.

You will have to pay a share of the costs of the upkeep and repair of the building and the estate where your flat is situated.

As the lease is an important legal document it should be kept in a safe place.

YOUR RIGHTS AND RESPONSIBILITIES

You have responsibilities and rights as a leaseholder, as do Tai Ceredigion as your Landlord. A Lease sets out the rights and responsibilities of both parties. In addition, you have rights given to you by law, known as Statutory Rights.

As a leaseholder your rights include:

- The 'quiet enjoyment' of your home. This means to live peacefully without unnecessary interference from Tai Ceredigion as long as you keep to the terms and conditions of your lease.
- For your landlord Tai Ceredigion to repair and maintain the block of flats and manage any shared areas.
- The use of forecourts and shared areas around the block of flats - NB. for Penmorfa Flats parking bays not included within the leases but may be rented under a separate agreement from Tai Ceredigion.
- Decorating the inside of your home. However, if you wish to make any alterations or major improvements, this includes replacing the central heating system, kitchen or bathroom fittings, your windows and front door, you must first apply for written

permission from Tai Ceredigion. In some cases you may also need planning or building approval.

- Selling the lease on your home (for the remaining years) to anyone you want to, or leave it to someone in your will or give it to someone as a gift. However, certain restrictions may apply. If you have purchased your home under the Preserved Right to Buy or Right to Acquire scheme, you may need to repay some, or the entire discount you received.
- To take in lodgers or rent your home to someone else, if you want to. We request that you inform Tai Ceredigion to ensure that we hold accurate information regarding your property. This will make sure that when we need to send you important information you will receive it and not your lodger or tenant. You will also need to advise your mortgage lender (if applicable) if you do rent out your home.

As a Leaseholder your responsibilities include but are not limited to:

- Paying the ground rent, existing and future taxes on the property.
- Keeping your property in good repair, decoration and condition, including servicing appliances and installations in line with current regulations.
- Maintaining adequate **contents insurance** for your property.
- Paying the yearly service charges as a contribution to the maintenance and cleaning costs of communal areas, equipment, grass cutting in and around the building.
- Allowing Tai Ceredigion to enter your property when we give reasonable notice to carry out any repairs to your property or adjoining premises.
- Obtaining permission from Tai Ceredigion prior to making alterations to your flat.
- Not to cause a nuisance or annoyance to your neighbours or Tai Ceredigion or cause any damage to the landlord's or any neighbouring property.
- Not to use the flat for any business purpose or trade without first obtaining written permission.
- Not to keep any animals or birds without obtaining written permission from Tai Ceredigion.
- Not to erect or display any aerials / signs or notices outside the flat.
- Not to assign part of the premises.
- Not to do anything, which is likely to damage the structure of the building or damage any shared services.
- Pay towards Tai Ceredigion's structural insurance of the property.
- Paying your share towards qualifying major works carried out by Tai Ceredigion.

YOUR STATUTORY RIGHTS

In addition, as a leaseholder you have extra statutory rights, which give you the right to:

- Information about your landlord (Tai Ceredigion)
- Seek recognition for a leaseholders association (certain criteria must be met).
- Information about the service charges and the right to challenge them.
- Be consulted about any major works and long term agreements to carry out works to your flat and / or the block of flats.
- Information about the landlord's (Tai Ceredigion) insurance.
- Manage (Right to Manage).

GETTING LEGAL ADVICE

As previously mentioned, the advice in this Handbook is for guidance only. You should obtain independent legal advice and in no instance will the contents of this Handbook override the terms of any existing lease, or any other legal agreements which you may have entered into.

This Handbook cannot cover every situation because individual leases can differ. If this Handbook does not answer your question you can:

- Refer to your own lease agreement and other documents related to your home purchase.
- Contact your own legal advisor.

TAI CEREDIGION'S RIGHTS AND RESPONSIBILITIES

As the freeholder (landlord) Tai Ceredigion has the following responsibilities to:

- Calculate your service charges in line with the conditions of your lease.
- Provide you with an annual statement relating to your service charges.
- Maintain the structure of the block and the estate your property is on (if its on an estate).
- To maintain and repair the structure and outside of the building. This includes communal areas such as corridors and stairs.
- Maintain all equipment associated with services supplied to the block and estate, such as lifts, inside and outside lighting and playground equipment.
- Maintain all shared grass and planted areas (but not private gardens) and any unadopted estate roads, parking areas and pathways.
- Insure your property for its full reinstatement value (we include the cost of the buildings insurance in your service charges).
- Take action or help you take action against a neighbour who may be causing a nuisance. **N.B.** robust evidence needs to be gathered in such cases.

SECTION 2 - SERVICE CHARGES

WHAT ARE SERVICE CHARGES?

The rights of leaseholders and the duties of their landlords in relation to service charges are drawn together in the Landlord and Tenant Act 1985 and extended by the Landlord and Tenant Act 1987, the Leasehold Reform, Housing and Urban Development Act 1993, The Housing Act 1996 and the Commonhold and Leasehold Reform Act 2002.

The definition of a service charge under section 18 of the Landlord and Tenant Act 1985 is defined as:

"An amount payable by a relevant tenant of a dwelling as part of, or in addition to, rent; which is payable, directly or indirectly, for services, repairs, maintenance,

improvements or insurance or the landlord's cost of management; and the whole or part of which varies or may vary according to the relevant costs".

Service Charges are not limited to day to day services but include the recovery of costs for major works to the fabric of the building and communal areas of a block or estate.

The relevant costs can be either the actual costs or estimated costs (including overheads) currently being incurred or that have already been incurred, or which may in the future be incurred, by the landlord in connection with matters described in the definitions above.

WHY YOU HAVE TO PAY SERVICE CHARGES

As a Landlord we have a legal duty to provide works and services to you as a leaseholder. The service charge is collected by landlords to recover the costs incurred in providing these services to you and maintaining the dwelling. Under the terms of your lease you are required to share the costs with the landlord and other leaseholders. We send your service charge bill to you annually and the costs are based on the services provided in the last financial year.

WHAT SERVICE CHARGES ARE YOU EXPECTED TO PAY

- **Ground Rent** - As leasehold is a form of tenancy a nominal rent must be paid. All leaseholders are required to pay £10 per year. This charge is fixed for the whole period of your lease. It is set at the time that the flat was originally sold, and is payable because Tai Ceredigion owns the land on which your property is situated.
- **Insurance** - Tai Ceredigion must arrange building insurance for your block of flats covering its full reinstatement value. This annual premium will be apportioned and recharged to you.
- **Repairs & Maintenance** - This charge is variable and is calculated according to the costs of repairs carried out to the building. The costs are shared equally between all flats in your block. The need for the repair may have been noted during a routine inspection or reported by you or another resident of your block. Individual charges which do not exceed £250 do not require prior consultation with you.
- **Management Fee** - This charge is to cover our costs in managing the administrative side of the leasehold service. This charge covers costs such as, arranging insurance, calculating service charges, consultation over major works, staff time (accounts, debt recovery, administering payments, raising invoices, IT support, supervision & management), printing, postage and office running costs associated with leasehold management. The Management Fee is apportioned equally between all leaseholders in your block.
- **Capital Works** - You will be consulted on any larger items of work costing £250 or more. Capital Works could include window replacements or security door installation and roof repairs.
- **Grass Cutting/Grounds Maintenance** - This covers the annual maintenance of communal gardens and grassed areas.

- **Other Costs** - These costs could include window cleaning, communal lighting , communal heating, cleaning charges, lift maintenance and security charges e.g. door entry. These charges are only charged where appropriate.

RECHARGES

Charges may be made due to wilful damage of common parts or where it can be proved that drains have been blocked, or where appointments have been made but not honoured.

METHODS OF PAYMENT

- **Cheque Payments**

Cheque payments should be made payable to "Tai Ceredigion" and posted to the address below:

**Tai Ceredigion
Unit 4 Pont Steffan Business Park
Station Terrace
Lampeter
Ceredigion
SA48 7HH.**

In order to allocate your payments correctly please ensure that your Customer and Invoice Numbers are clearly printed on the back of the cheque.

- **Direct Banking**

Payments can be made by direct banking using our bank account information below:

Bank:- Barclays Bank
Account Name:- Tai Ceredigion Cyf
Account Number:- 43236048
Sort Code:- 20-18-41

In order to allocate your payments correctly please ensure you quote your Customer Number as a payment reference.

- **Direct Debit**

You can set up a Direct Debit to have regular occurring payments collected when you want, by calling **0345 606 7654**.

- **Phone**

You can pay anytime you like over the phone with a debit or credit card by calling **0345 606 7654**.

- **Internet, Post Office, Pay Point**

To pay by these methods you will require an "Allpay" card to be sent to yourself. If you haven't received an "Allpay" card please contact us on **0345 606 7654** and we'll send you a new one. Once you have your card online payments can be made at the following website www.allpayments.net

- ***Special Circumstances**

If you have difficulties paying in any of the above ways, please contact us and we can discuss making special arrangements.

PROBLEMS PAYING YOUR SERVICE CHARGE BILL

If you have received an invoice from Tai Ceredigion and you are unable to pay it by the due date, please contact Tai Ceredigion's Service Charge Co-ordinator for assistance. The Service Charge Coordinator is here to provide guidance on how to pay your service charges and can offer the following options:

- Assistance on payment options
- Negotiation of a realistic repayment agreement
- You may contact the Service Charge Co-ordinator via Customer Services on 0345 606 7654.

FAILURE OR REFUSAL TO PAY YOUR SERVICE CHARGES

Your lease is a legally binding document and by signing it you have agreed to pay costs that your Landlord incurs to manage and maintain your property and block. By refusing to pay, you are breaking the terms of your lease and Tai Ceredigion can take you to court to obtain a judgement against you.

In extreme cases, the court may decide that you have seriously broken the terms of your lease and give us possession of your flat.

If we do go to court, this will incur legal costs which will increase the amount you owe. It is therefore very important that you work with us to sort out any problem before it escalates.

SECTION 3 - LIVING IN YOUR HOME

Everyone is entitled to live in their home quietly and peacefully. Being considerate to your neighbours is even more important when you live in a flat, as you have shared walls, floors and corridors. You must not cause a nuisance or disturb your neighbours. You must also make sure that anyone living with you or visiting your home behaves responsibly.

As a good neighbour please be considerate by:

- Keeping the volume of televisions, radios and stereos as low as possible, especially at night and early in a morning.
- Using washing machines, vacuum cleaners and other noisy domestic equipment during the day and not at unsociable hours.
- Trying to avoid installing fridges, freezers and stereo speakers against walls that divide you and your neighbour.
- Carrying out "do it yourself" work to your home during reasonable hours.
- Parking vehicles responsibly and respecting your neighbour's parking and access needs.
- Not parking commercial vehicles, caravans, motor-homes, trailers and boats without our prior permission.
- Returning your refuse bin back to its normal storage area when it has been emptied.
- Obtaining Tai Ceredigion's permission before keeping a pet e.g. dog and being a responsible pet owner. If you own a dog make sure it does not bark or whine for long periods of time. Please arrange for your dog not to be left alone if you are away from home for a long time.
- Controlling your children when they are outside your property. The riding of children's scooters, pushbikes and ball games are prohibited in the corridors.
- Residents should discourage individuals from running through the building.
- Door entry systems in blocks of flats are there to help you control who comes into the building. For security reasons, do not let anyone into the block who you don't know and make sure that the door is always closed behind you.

GROUNDS MAINTENANCE

If your home has communal areas of land with landscaping, grassed areas, flower beds, bushes, hedges or trees, they will need work carrying out on them at regular but differing intervals. This work is called grounds maintenance. Tai Ceredigion is responsible for arranging and managing a Service Level Agreement (a contract for work) for this type of work to be carried out according to an agreed programme and detailed specification. The cost of this service is included in the service charge.

RUNNING A BUSINESS FROM HOME

You must not use your flat or the building you live in (including any garage or garden) for any trade or business activity.

PARKING AND VEHICLE REPAIR

Most blocks of flats have shared parking areas and the use of this is on a first come first served basis.

Please give consideration to your neighbours, their safety and the appearance of your estate when parking your vehicle. You must only park in authorised places.

Always ensure that you do not:

- Cause an obstruction - you could prevent emergency vehicles getting through.
- Block access to driveways or park on grassed areas.
- Park on the footpath, this is against the law.
- Park in your garden unless you have a hard standing and a dropped kerb.
- Park lorries and trucks on residential streets and especially in shared parking areas.
- Keep motorbikes in communal / shared areas.

You can carry out minor repairs to your own vehicle, or that belonging to a member of your household, but you should not do any major repairs to any vehicle or receive any type of payment for doing so.

Mobility vehicles should only be parked in authorised areas agreed with Tai Ceredigion and communal facilities must not be used for recharging purposes.

GARDENS

If your lease includes a private garden, you are responsible for keeping it neat and tidy (including hedges). You should not allow rubbish to build up as it may cause a health or safety hazard and encourage mice and other pests.

BUILDING INSURANCE

Your service charge includes your contribution towards insuring the building, which you live in, shared areas and underground services. This insurance covers damage to the structure of the building, such as fire or flooding, but it would **not** cover any claims for the contents of your flat; it is your responsibility to take out adequate contents insurance for this purpose. Tai Ceredigion also provides public liability cover for external common parts.

as with any insurance there are certain conditions, which apply. You must take:

- Reasonable precautions to avoid loss, damage or injury that may result in a claim.
- General care of your flat.
- Inform Tai Ceredigion if there are any changes in your circumstances, which might increase the risk of a loss under the policy.

Tai Ceredigion hold the insurance documents and will ensure that the cover does not lapse. If you wish to see a copy of the policy document, you should contact Tai Ceredigion's Business Service Manager on 0345 606 7654.

CONTENTS INSURANCE

It is your responsibility to arrange adequate contents insurance to cover the replacement of such things as furniture, belongings and decorations.

NEIGHBOUR NUISANCE AND ANTI-SOCIAL BEHAVIOUR (ASB)

Under the terms of your lease, you are responsible for making sure that you, the people living in your home, visitors and your pets do not cause:

- A nuisance to your neighbours.
- Any kind of harassment that interferes with their peace and comfort.
- Smoking is prohibited in communal areas and 'No Smoking' signs should not be removed by individuals.

ASB is any type of aggressive, intimidating or destructive behaviour that damages another person's quality of life. Noise is a major cause of complaints and you need to be acutely aware of the effect that this can have on others.

You can report anti-social behaviour to us in the following ways:

- By calling the following telephone number:

0345 606 7654

- By submitting a report through our website:

www.taicedigion.org.uk

- By reporting directly to a member of staff in person or over the telephone.

We have developed Service Standards for dealing with reports of ASB and details of these are available on our website and in leaflet form.

In order to address ASB, we work in partnership with the Police and Ceredigion Community Safety Partnership and we have a specialist ASB Advisor. We take a variety of measure to deal with ASB, from informal early interventions to formal legal procedures.

NOISE NUISANCE

Noise is the most common cause of conflict between neighbours. Under your lease, you must not play, or allow to be played, any sound making equipment (e.g. TV, radio, musical instrument) to cause nuisance or which annoys your neighbours.

If you have problems with your neighbour you can always contact us for advice. But sometimes you can make the situation worse by involving us too early, especially if your neighbour is unaware that they are causing you problems.

We will encourage you to resolve your differences yourselves if we feel this is appropriate.

VANDALISM AND GRAFFITI

Vandalism is a crime and costs money to repair damage and remove graffiti.

You or anyone visiting your home or living with you, must not damage, deface or put graffiti on any of Tai Ceredigion's properties or any other property or building.

To ensure that your home remains a pleasant place to live, Tai Ceredigion needs your help to stop vandalism and graffiti. You should report any incidents to Tai Ceredigion on 0345 606 7654 or to the police.

BALCONIES

If you have a balcony, you must:

- Keep it clean and tidy.
- Keep it free of anything that could be a danger to you, anyone who lives with you or your neighbours.
- Not light fires, including barbeques on it.
- Not feed birds or other animals from or on it.
- Not throw any items from your balcony.
- Not allow any animals to foul it.
- Not to hang washing from it.

SECTION 4 - REPAIRS AND MAINTENANCE

WHO IS RESPONSIBLE FOR ORGANISING AND PAYING FOR REPAIRS?

In principle Tai Ceredigion is responsible for the structure of the building, communal areas, systems and installations. As the leaseholder you are responsible for everything within your home, which is for your use and benefit. You should refer to your lease agreement for the rights and responsibilities for your individual property. However, the following information will give you a general summary of who is responsible for organising and paying for repairs and maintenance.

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 used exclusively within the flat
- Gas, water and electricity installations exclusive to the flat
- Fixture, fittings and internal decorations
- Responsibility for any leaks or burst pipes, including damage caused to other Association property as a consequence

OUR RESPONSIBILITIES

We are responsible for arranging or organising the repair and maintenance of the structure, exterior and shared parts of your block of flats. You will be charged your share of the cost of these repairs within your annual service charge bill as per your lease agreement with us.

This may include:

- Exterior walls
- Roof
- Foundations
- Timbers and joists
- Beams
- Chimney stacks
- Rainwater and soil pipes
- Sewers and drains serving the building
- Gas, water and electricity pipes up to the flat

- Communal hot water systems
- Communal cold water tanks (where applicable)
- Ventilation systems (where applicable)
- Exterior decoration
- Internal communal decorations
- Communal windows and doors
- Communal electric
- Communal lifts
- Communal grounds and parking areas
- Smoke alarms and fire extinguishers in communal areas
- Repairs to door entry systems
- Maintaining communal/external lighting

HOW TO REPORT A REPAIR TAI CEREDIGION IS RESPONSIBLE FOR?

General Enquiries/Customer Services

0345 606 7654

Repairs and out of hours emergencies

0800 111 4228 (free phone from landlines)

0300 123 3300 (local call rate from mobiles)

You will need to provide us with the following information:

- Your name, address and contact number.
- What you think needs to be done, giving as much detail as possible.

HOW LONG DOES TAI CEREDIGION TAKE TO COMPLETE REPAIRS?

From the information you give us we will prioritise work into the following response times:

Emergency Repairs	Within 24 hours
Urgent Repairs	Within 7 days
Non Urgent Routine Repairs	Within 28 days
Planned Maintenance	Programmed

Most repairs that Tai Ceredigion is responsible for under your lease agreement will be to the exterior of the building you live in or to the communal areas.

CARRYING OUT YOUR OWN REPAIRS AND SERVICING

You do not have the authority to carry out repairs in communal areas, such as landings, hallways, stairways or any other shared area. Also, you would not be covered by our insurance if you had an accident or caused damage. Work of this nature must only be carried out by Tai Ceredigion. If you, your visitors or members of your household cause damage to the building or communal areas you will have to pay for the repairs.

GAS SERVICING

If you have a gas appliance installed in your property, whether it is for a gas fire or a full gas central heating system (not communal) you are responsible to ensure that this is fully serviced in accordance with gas safety regulations and a registered Gas Safe engineer carries out the work. Tai Ceredigion may request evidence that this work has been carried out.

SECTION 5 - MAJOR WORKS

CARRYING OUT MAJOR WORKS

Under the terms of the lease, Tai Ceredigion is responsible for the maintenance of the building and estate where your leasehold property is situated. This maintenance can be small-scale repairs, such as renewing a roof tile or replacing a communal front door. It can also include larger repairs and improvements, such as a new roof or windows, such large-scale repairs and improvements are known as major works.

A proportion of the cost of large-scale works is rechargeable to you as a service charge under the terms of the lease. As the costs associated with major works can be significant, the law requires us to carry out formal consultation with leaseholders in particular circumstances. If the cost to you and other leaseholders is likely to be less than £250, we do not have to go through the legal consultation process with you.

SECTION 20 CONSULTATION PROCESS

For works costing £250 or more, you will be consulted as an individual leaseholder, in writing, of the works which is required and why this needs to be carried out. We will also provide you with an estimate of how much the works will cost you as an individual.

This letter is called a **Section 20 Notice** (after section 20 of the Landlord and Tenant Act 1985). You will then have 30 days in which to give any written comments and the letter will tell you where your comments should be sent. If you require more information about the work, contact details will be provided in the letter.

Emergency or urgent work, for example where a roof or chimney collapses, may have to be carried out without any consultation. However, you will still be liable for your share of the costs of the works.

We value the input of tenants and leaseholders to major works projects. During the major works process and before the issue of statutory notices, there are opportunities for residents to comment on the proposed work. This can have a major impact on the work that is carried out. We know that leaseholders have additional concerns because they will have to make a direct contribution towards the cost of works if we decide to proceed after the consultation process. Tai Ceredigion therefore encourages the full involvement of leaseholders in all stages of the consultation processes. If you have any queries about this you can contact us using any of the methods outlined in "**Contacting Tai Ceredigion**" at the beginning of this Handbook.

PAYMENT OF MAJOR WORKS

We recognise that some of our leaseholders find difficulty paying for major works. However, for the benefit of all residents, we have to consider the maintenance of our buildings. When buildings are allowed to deteriorate, putting this rights costs more than regular maintenance, to the disadvantage of both leaseholders and the Association.

If we do not undertake major works when they are needed, we are failing in our duty to you. You will not be required to pay your share of the costs of major works until they have been completed and accepted by us as being of an acceptable standard.

It is your responsibility to finance service charge payments. We are unable to waive charges, which are lawfully due. If you do not make payments it could lead to legal action, which may put your home at risk.

CARRYING OUT YOUR OWN IMPROVEMENTS

As a leaseholder you have the right to improve your home, but some improvements and alterations will require permission from Tai Ceredigion.

SECTION 6 - FREQUENTLY ASKED QUESTIONS

Can I carry out alterations or improvements to the flat?

Yes, but the Association's consent as Landlord must be obtained before such works can be carried out. Requests should be made in writing.

If I buy the flat, can I sell it whenever I want to?

Yes, but if you sell within 5 years of buying the flat (via the Right to Buy scheme), then a proportion of the discount you received will have to be repaid to the Association.

If you sell within one year all the discount you received will have to be repaid.

There are some circumstances where the discount does not have to be repaid, for example, if the sale is to your husband, wife or another member of your family who has lived with you for at least 12 months.

Will Tai Ceredigion buy back my flat?

Possibly, Tai Ceredigion will consider buying back flats depending on the circumstances, location, price, etc. If you purchased your flat from another leaseholder you can sell your flat at any time. We would, however, request that your solicitor contacts us to advise us of the sale and that you settle any outstanding service charges before proceeding.

Can I get independent free advice regarding my rights and responsibilities?

Yes. The Residential Property Tribunal (formerly known as the Rent Assessment Panel for Wales) is an independent statutory body set up under the Rent Act 1965. The Tribunal's main responsibilities are to set up Rent Assessment Committees and Rent

Tribunals to consider appeals over rent levels. The Tribunal also sets up Leasehold Valuation Tribunals to settle certain disputes between leaseholders and freeholders.

Telephone : 02920 23 1687.

LEASE, the Leasehold Advisory Service, is funded by Government to provide free legal advice to leaseholders, landlords and others on the law affecting residential leasehold. LEASE, the Leasehold Advisory Service, is funded by Government to provide free legal advice to leaseholders, landlords and others on the law affecting residential leasehold. LEASE advisers are solicitors or non-practising barristers who can provide advice by telephone letter or e-mail.

Can the property be used for any other purpose?

No, the lease states that the premises are not to be used for any trade, profession or business whatsoever, but only for private residential purposes.

Can I sub let my flat?

Tai Ceredigion has no objection to you letting out your flat and becoming a landlord, as 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.

NB: In the event of the premises being left unoccupied for extended periods, due to subletting or otherwise, you should ensure that:

- electricity supply is switched off at the mains;
- gas services are isolated at the mains;
- water supply is turned off at the mains and pipes drained down if appropriate;
- any waste such as unwanted mail is removed regularly;
- the property is fully secured against unlawful entry.

Will I be given notice of any repairs, renewals, etc that the Association are going to carry out?

Yes, only minor repairs can be carried out by the Association without prior notice. Before major works can be carried out, the Association is then required by law to serve notice on the Leaseholder giving:-

- details of the proposed works,
- details of the estimates obtained,
- notice that the Leaseholder has 30 days to make written observations on the proposed works or estimates.

THIS IS CALLED A SECTION 20 NOTICE

Unless the work is urgently required, it should not commence before the date given in the Section 20 Notice. Leaseholders are also advised of the amount of their contribution.

If you disagree with the amount you have been charged you should contact the Assistant Director of Assets (in writing) within 30 days of receiving notice.

If you are having difficulties paying your service charges in one lump sum, please let us know and we can make alternative arrangements for payments. Failure to pay your service charges may result in the Association taking legal action against you.