



LEASEHOLD HANDBOOK



This is your Leasehold Handbook. It has been produced with support from the Leasehold Core Group to provide you with information and guidance about your Lease with Sandwell MBC.

FOREWORD

WELCOME TO SANDWELL HOMES

The Handbook explains your rights and responsibilities, as well as the Council's responsibilities as your Landlord. It also gives details of housing services and other useful information. These services are provided by Sandwell Homes under a management agreement with Sandwell MBC.

Our aim is to provide high quality, responsive services. It is hoped that this Handbook explains those services and answers queries you may have, but if a particular point is not covered, please contact the Home Ownership Unit. We are here to advise you and help with any problems.

A Best Value Review of the Leasehold Management Service has been undertaken and service improvements are being implemented. We will continue to improve our services for your benefit. If you have any comments or suggestions then please let the Home Ownership Unit know.

This Handbook does not replace your Lease, which is your legal contract with Sandwell MBC. This Handbook is purely for information only, and is not meant to be a full interpretation of the legal requirements or covenants contained within your lease document. Information contained in this Handbook will be updated from time to time.

If you have a dispute concerning the conditions of your lease with Sandwell MBC, you should seek independent professional advice.

The Home Ownership Unit is open from 9am to 5:30pm Monday to Thursday, and 9am to 5pm on Friday, and endeavours to be available by telephone, through flexible working, from 8am until 6pm. If you wish to see a Leasehold Officer, please call us and we will make an appointment. If appropriate, a home visit may also be arranged. The telephone number to call is 0121 569 5199.

FOREWORD CONTENTS OF THIS LEASEHOLD PACK

Sandwell Homes **Leasehold Handbook**

4

Your Health and Safety and Useful Information

section 1

Understanding your Lease

section 2

- | | |
|---|---------|
| > Importance and understanding | page 10 |
| > Breach and Forfeiture | page 10 |
| > Enfranchisement – Buying the Freehold | page 11 |
| > Buying a lease / Renewing a lease | page 11 |
| > Selling your Property – Assignment of a lease | page 11 |
| > Repayments of Discount and RTB Scheme | page 12 |
| > Subletting | page 13 |

Service Charges

section 3

- | | |
|--|---------|
| > Elements included in Service Charge | page 15 |
| > Five Year Reviews | page 16 |
| > Payment Options – Paying your Service Charge | page 17 |
| > Financial Difficulties and Advice | page 17 |

Major Works

section 4

- | | |
|--|---------|
| > Consultation on Qualifying Works | page 20 |
| > Consultation on Long Term Agreements | page 23 |

FOREWORD

CONTENTS OF THIS LEASEHOLD PACK

5 Sandwell Homes **Leasehold Handbook**

Repairs

section 5

> Repairs, Decoration and Alterations – permissions page 26

> Day to Day Repairs – responsibilities split page 27

Service Standard

section 6

Complaints and Compliments

section 7

Having Your Say and Getting Involved

section 8

Your Neighbourhood and Community

section 9

> Anti Social Behaviour and Harassment page 46

> Community information page 49

Contacts and Information

section 10

> The Leasehold Valuation Tribunal page 52

> General Contacts page 53



1

YOUR HEALTH AND SAFETY

What to do if there is a water leak

- If you can find the stopcock (usually under the sink), turn it off immediately.
- Do not switch on any electrical appliances if water is coming through the ceiling.

It is advisable to check the stopcock every six months to make sure you can turn it on and off. The maintenance to the stopcock to your block is the responsibility of Sandwell Homes, although you may be billed for any costs associated with it.

Electricity

Accidents can be avoided by observing the following advice:

- Sockets and plugs: overloaded sockets can lead to a possible fire hazard.
- Only use one plug per socket and use the shortest lead possible.
- Cables and leads: never use a damaged or worn cable on an appliance. Replace it.
- Always turn off the socket before plugging in to avoid a potential electric shock.
- Never use an appliance within the bathroom – water and electricity do not mix.
- Never use a light fitting to work an appliance.
- It is advisable to switch off and unplug items when not in use.
- Do not operate any electrical appliance with wet hands.
- Never place objects that contain water (such as vases or fish tanks) on any electrical appliance – particularly a television set.

SECTION 1 YOUR HEALTH AND SAFETY

Your property information

It is advisable to fill in the information below and keep in a safe place to enable you to refer to it in an emergency

LOCATION OF

STOPCOCK: _____

FUSE BOARD: _____

GASCOCK: _____

WATER TANK: _____

BOILER: _____

OTHER: _____

Gas Emergency 0800 111 999

Emergency Repairs out-of-hours 0800 844 112

It is your responsibility to service your gas appliances every 12 months due to the risk of carbon monoxide poisoning or potential explosion from faulty appliances.



2

UNDERSTANDING YOUR LEASE

Importance and Understanding

Your lease is a legally binding contract between yourself and Sandwell MBC. It sets out your areas of responsibility. The following sections are designed to assist your understanding of the legal conditions associated with the lease.

What action will Sandwell Homes take if I breach a condition of my lease?

Sandwell Homes will first write to you advising you of the breach and ask you to rectify it within a given period. If the situation does not improve then Sandwell MBC may then serve you with a Section 146 notice under **The Commonhold and Leasehold Reform Act 2002** and may then apply to the Court and seek forfeiture of your lease, damages for the breach, or both. This action could result in you losing your home.

Forfeiture for breach of Covenant

Serving a Section 146 Notice for forfeiture for non-compliance of the lease covenants will not be issued unless the breach has been agreed by the leaseholder, determined by a court or post-dispute arbitration, or by determination by the Leasehold Valuation Tribunal.

Seeking an Injunction to stop the breach of covenant

If the alleged breach of covenant is considered serious enough, Sandwell Homes will seek an interim injunction and also the associated costs to prevent the breach continuing by the leaseholder. In seeking and being granted an interim order by the County Court, the determination will have been considered and granted. A Section 146 notice will not be served until 14 days after the agreement or determination has been granted for failing to pay service charge.

SECTION 2 UNDERSTANDING YOUR LEASE

Enfranchisement - Buying the Freehold

Long leaseholders of flats have the right to buy the freehold of their building as a group if they and their block qualify.

This is known as the right to 'enfranchise'. Once they have bought the freehold, leaseholders can decide for themselves how to manage their block and take over the Council's responsibilities.

The current requirements for undertaking buying the freehold are:

- 50% or more of the block in question must be sold to leaseholders.
- A limited company has to be established and maintained.

Further information may be obtained from advisory groups such as **LEASE** (the Leasehold Advisory Service), who can be contacted on 0845 345 1993. Their website address is www.lease-advice.org

Buying a new lease

Leaseholders have the right to renew their lease. A new lease can be bought which adds another ninety years to the time left to run on the existing lease. To qualify you must hold your lease for two years.

Selling your property (Assignment of Lease)

If you wish to sell your property, the Home Ownership Unit will, on written request, provide you or your solicitor with any relevant factual information. There may be a charge for this service. When requesting information, you should give the Home Ownership Unit as much notice as possible.

You may find it helpful if your solicitor has a copy of your lease, details of service charges, and details of routine and major works charges over recent years and any consultation notices for works about to be carried out. When your lease is assigned, all service charge arrears including deferred loans must be cleared on completion of the sale.

The Council/Sandwell Homes will not be party to the apportionment of outstanding service charges between its leaseholders and subsequent purchasers. It is your responsibility to ensure that your solicitor resolves this, and having done so retains sufficient monies for charges not yet billed.

Repayment of Discounts under the Right to Buy scheme

If you purchased your property directly from the Council under the Right to Buy scheme with the benefit of discount, the Council will have informed you that if you were to sell your property within the first three years, you would be required to repay some or all of the discount. The monies are usually repayable from the proceeds of the sale. The proportion of the discount which you would have to pay on the resale would be:

Time scale proportion of the discount:

- Resold within the first year 100%
- Resold within the second year 66.66%
- Resold within the third year 33.33%
- Resold after the third year 0%

The Government has laid down the discount repayment rules and the Council cannot waive them. There are, however, some exceptions to these rules relating to marriage, divorce and death, where the requirement to repay the discount will not apply.

You will not be required to repay the discount if you sell your property after three years (or five years for properties where the Right to Buy application was made after 18 January 2005).

SECTION 2 UNDERSTANDING YOUR LEASE

The Housing Act 2004 changes the Right to Buy rules on 18 January 2005:

The initial qualification period was extended from 2 years to 5 years for new tenants after that date. The minimum discount is increased in line with the number of years in the same way as before i.e. 5 years equals 35% (house) and 50% (flat). The discount is also restricted to a maximum of £26,000 in the West Midlands.

The discount repayment period was extended from 3 years to 5 years on applications made on or after 18 January 2005. The amount of discount to be repaid if a property is resold within 5 years is now a percentage of the market value of the property when it is resold. Therefore, if a sale was subject to a 50% discount entitlement, and the property was subsequently resold 18 months later, the discount repayable would be calculated on the current market value and would be 4/5 of 50%.

Example

Initial valuation £100,000
discount of £26,000 = 26%

New value £150,000 sell in second year so repayable discount is £150,000 x 26% x 4/5 = £31,200

Subletting

Under the terms of your lease, you will be responsible for the actions of your sub lessees.

In general you may sublet your property. However, you must always notify the Home Ownership Unit of:

- The date from which you intend to sublet your property
- Your forwarding address for correspondence.

The agreement of your mortgage lender must also be sought.



3

SERVICE CHARGES

Your Service Charge allows us to recover our costs in providing services to leaseholders, and is made up of a number of elements detailed below.

These are:

Services: This is where you will find costings for any services provided such as caretaking, cleaning, communal electricity, lighting etc. The elements you will be charged for appear as agreed in your lease under Schedule D.

Repairs: This is an estimated cost for repairs to your property and the building in which your property is situated. Sandwell Homes is not responsible for repairs and maintenance within your flat, although it will carry out emergency work to prevent the problem causing either a nuisance to other people, or damage to the structure of the block. You will be charged for any work carried out.

Maintenance: This includes the cost of maintenance services provided, such as grass cutting and refuse chutes. Again, the elements charged will be as agreed in Schedule D of your lease.

Insurance: The Council (as freeholder and landlord) insures the building against loss or damage caused by a range of perils as specified in the building's policy insurance. The sum insured (or reinstatement value) relates to the cost of reinstating or rebuilding the property, not the current market value. It includes the common parts of the structure, such as the foundations, staircases and roofs, and is reviewed annually.

The Council's insurance policy does not cover the contents in your home. You are strongly advised to arrange a separate insurance policy to cover your own contents, including any items you may have stored in your shed where applicable.

SECTION 3 SERVICE CHARGES

Management: Management fees enable Sandwell MBC to recover all of the internal overhead expenses incurred. This can consist of staff time (accounts, debt recovery, technical staff, IT support, supervision and management), printing, postage and office running costs associated with leasehold management.

Ground rent: This is the £10 per year ground rent charge, which is standard for all leasehold properties bought under the Right-to-Buy scheme.

The Five Year Review

Every year you will receive a repair statement for your property detailing the work carried out and the relevant charges.

Every fifth year, the actual charges for repairs are added together and compared to the estimated figures provided in your Service Charge for that five year period. Any overpayment made by the leaseholder is

returned, less any other debts incurred. At this time, a representative of Sandwell Homes surveys the property and calculates the repairs element for the next five year period.

Special note: The dates used for this process run from financial year to financial year based on the date of the sale of the property. A property must be sold for a full five financial years before it receives its first five year review. Therefore, a property sold on 31 March 2000 would receive its first five year review in the year 2005, but a property sold on 2 April 2000 would not receive its first five year review until 2006.

However, the leaseholder of such a property would effectively have paid six years' worth of repairs element, so will not be disadvantaged by this process. The second and subsequent five year reviews will take place five years from the date of the first.

Payment Options

You can pay your bill in full or you can request to pay in installments.

The payment methods we offer are:

- Standing Order
- Direct Debit
- Internet banking
- Payment by credit/debit card over the phone
- Telephone banking
- Cashiering service
- By post
- At the Post Office
- By Paypoint

Problems paying your Service Charge bill

If you have received a bill from Sandwell Homes and cannot pay immediately, please contact the Home Ownership Unit for assistance on 0121 569 5199.

The Unit is there to provide guidance for you to pay your service charge and can offer the following options:

- An assessment of your financial circumstances
- Negotiation of a realistic repayment agreement
- Assistance in payment options

Failure/refusal to pay

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

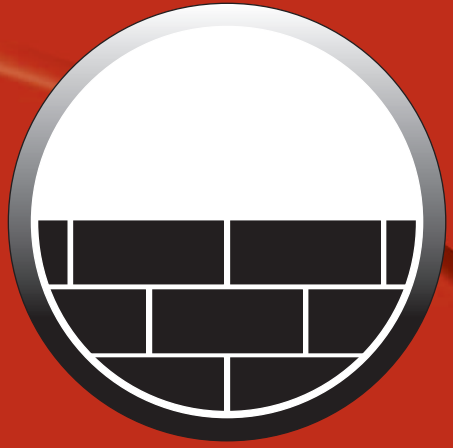
If we do go to court, this will incur legal costs increasing your financial problems. It is therefore very important that you work with us to sort out any problem before it escalates.

SECTION 3 SERVICE CHARGES

What to do if you do not agree with the charges

We always attempt to calculate charges fairly and correctly, but if you think we have made a mistake or have charged you for works you feel have not been carried out or are substandard, please contact the Home Ownership Unit who will investigate and respond to your query or complaint.

You also have the right to apply to the Leasehold Valuation Tribunal and both parties will abide by their decision. However, the tribunal can make a charge to hear your case.



4

MAJOR WORKS

Major works are contracts that address many repairs and improvement issues all at once. You might find items such as repairing faulty guttering along with improvement items such as replacing windows with ones of a higher specification. Additionally, we may also replace items that, whilst not defective, would be less cost effective to maintain in the long term. Work such as replacing flat roofs with pitched roofs and replacing cast iron guttering with PVCu guttering are examples of items that may be identified as necessary to reduce or eliminate future maintenance costs to both ourselves and the leaseholder.

Consultation on qualifying works

The exact consultation arrangements will depend on the type of and scope of the work. The procedure is called '**Section 20 consultation**'. The term comes from Section 20 of the Landlord and Tenant Act 1985 (as amended).

The consultation (Section 20 notice) will include at least two estimates for the proposed works, an estimate of the cost to the leaseholder and an invitation to comment on the proposals. You then have one month to make observations on any aspect of the work, the proposed contractors and the estimates. All comments should be made in writing to the Home Ownership Unit.

Sandwell Homes is bound to take note of your comments and may not proceed with the works, unless they are urgent, until the end of the consultation period.

In the case of urgent works such as a leaking roof, Sandwell Homes may proceed with the repairs without giving you notice and still charge you for the works. In these cases we will endeavour to follow the consultation process as far as possible.

SECTION 4 MAJOR WORKS

Can I be charged for items carried out years ago?

There is a time limit of 18 months from when the works were carried out to the date when a charge can be levied. If you were notified in writing during this period then you are required to contribute for the works or services.

Changes to the procedure for the serving of Section 20 notices of the Landlord and Tenant Act 1985 (as amended by the Commonhold and Leasehold Reform Act 2002) will result in Sandwell Homes following the revised consultation process, as listed below, before commencing any major works exercise. This process will typically last for 12 weeks from start to finish and comprises three key stages.

Stage one: Notification of proposed works

Notification that Sandwell Homes intends to undertake work which will require

payment will be sent to all affected leaseholders. This notification will provide full details of landlord and leaseholder obligations relating to this work and inform leaseholders of the minimum acceptable requirements should they want to nominate their own contractor.

The notification will also advise details of where additional information and documentation can be viewed.

Leaseholders will have 30 days to make observations on the proposed works, and Sandwell Homes will make note of any observations made.

Leaseholders would also be able, should they wish, to exercise their right to nominate a contractor within this 30 day period. If more than one contractor is nominated, then the contractor with the most nominations meeting the specified minimum requirements would be asked

to provide an estimate for the works, and how they would meet these requirements.

Stage two: Obtaining estimates for work

Sandwell Homes will then provide other independent estimates from suitable contractors which will be available for inspection if requested at an appropriate location.

Stage three: Awarding the contract

Sandwell Homes will either make available at a suitable location details of the contractor awarded the work or send to each leaseholder at their request details of the observations received, clearly stating the reasons for awarding the contract to a particular organisation.

If Sandwell Homes does not follow the above guidelines then we will only be able to recover the statutory maximum, which is currently £250 per leaseholder.

Exceptions to the stated guidelines

There are two exceptions to the previous:

1. Where a long term agreement has been granted and works are to be carried out under this agreement, then seeking contractors and estimates will not be necessary provided leaseholders have been consulted on the award of the long term contract. Consultation on the proposed works will still be undertaken and observations noted.
2. Dispensations regarding consultation -
 - For emergency works
 - Where only one contractor is able to complete the works required then an advance notification will be submitted to the LEASEHOLD VALUATION TRIBUNAL for an advance determination. Where this is awarded, leaseholders will be required to pay their

SECTION 4 MAJOR WORKS

full proportion of the works specified within the dispensation.

Consultations on long term agreements

Sandwell Homes undertake consultation with leaseholders in relation to seeking and/or appointing long-term agreements which are due for renewal or awarding since the introduction of the Commonhold and Leasehold Reform Act 2002.

A long-term agreement is defined as:

- A contract or the provision of a service for a period of more than 12 months.
- Where the cost apportioned to an individual leaseholder for a service would exceed £100 a year.

In seeking to appoint a long-term agreement the following will be undertaken by Sandwell Homes:

A notice will be served on leaseholders which:

- Describes the proposed arrangement or identifies where more information may be obtained.
- Indicates why a long term agreement is considered necessary.
- Identifies, if known at this stage, the proposed contractors and invites observations from leaseholders.

The timescale for observations is 30 days. After this period, any observations received will not be considered and estimates from the selected contractors will be obtained, including where nominated by leaseholders, an alternative contractor.

The second stage is to serve an additional notice explaining the estimates received, identifying the proposed contractor to be appointed and specifying any

connection between the contractor and the landlord. Where possible, an estimate of the cost likely to be charged to the leaseholder will be included, together with any provision for changes in price within the contract and finally the duration of the contract or agreement.

which is currently £100 per leaseholder per annum for long-term agreements and £250 for works carried out under long-term agreement.

The second notice invites observations and is for a period of 30 days. Sandwell Homes will again consider the comments within the observations received and will notify leaseholders within 21 days of entering into the agreement the reasons for awarding the contract, and a summary of the observations and responses if the agreement is not awarded to either the nominated supplier or the lowest estimate provider.

If Sandwell Homes fails to follow these guidelines then the maximum amount chargeable to leaseholders will be the statutory maximum,



5

REPAIRS & ALTERATIONS

When do you need permission to carry out repairs?

You can decorate and replace fittings within your property, but you must not carry out any structural works without getting written permission first.

Works that need our permission include building extensions, removing walls, and fitting new windows or any structural alteration. You may also need planning or building regulation consent from the Council. You must check this with the Home Ownership Unit **before any work is started**.

To obtain our permission, write to the Home Ownership Unit giving as many details as possible about the work you would like to carry out. In most cases, this will not be refused unless the work is likely to affect the safety of the building or cause a nuisance to neighbours.

In some circumstances, the Council may attach conditions to its permission – for example, we will insist that a competent contractor must carry out the work to a satisfactory standard.

In general terms, Sandwell Homes undertakes the repair of everything connected with the structure, fabric, exterior and internal common areas of your home.

You are responsible for all items within your own home.

We are responsible for all common areas (both internal and external) and all the services and ancillary equipment, but not those within individual homes. You will be charged for this work as detailed below.

You are responsible for all other items.

Repairs

Repairs and improvements are split between day-to-day

SECTION 5 REPAIRS, DECORATION & ALTERATIONS

maintenance and capital or major repair and improvement. This section identifies who is responsible for carrying out certain types of repairs, whether it is Sandwell Homes

or the residents, and how to go about requesting repairs. The cost of routine repairs is usually recovered in the Repairs element of the service charge.

DAY-TO-DAY REPAIRS

Who is responsible for repairs?

TYPE OF REPAIR

PLUMBING

- Rewasher mains stopcock; to block
- Rewasher mains stopcock; to dwelling
- Repair burst or leaking water pipe up to and including main stopcock
- Repair burst or leaking water pipe beyond dwelling stopcock
- Repair/replace water storage tank; communal
- Repair/replace water storage tank; individual
- Repair/replace bath, sinks, taps, WC
- Repair leaking waste pipe, trap, fittings, etc including branches up to the soil stack
- Clear blockage or repair leak to main soil stack, rainwater pipes and gutters

CARPENTRY

- Staircase repairs communal
- Staircase repairs within property

External Window Frames

- Sashes
- Fixtures/fittings/locks

SANDWELL HOMES
LEASEHOLDER

	SANDWELL HOMES	LEASEHOLDER
• Rewasher mains stopcock; to block	●	
• Rewasher mains stopcock; to dwelling		●
• Repair burst or leaking water pipe up to and including main stopcock	●	
• Repair burst or leaking water pipe beyond dwelling stopcock		●
• Repair/replace water storage tank; communal	●	
• Repair/replace water storage tank; individual		●
• Repair/replace bath, sinks, taps, WC		●
• Repair leaking waste pipe, trap, fittings, etc including branches up to the soil stack		●
• Clear blockage or repair leak to main soil stack, rainwater pipes and gutters		●
• Staircase repairs communal	●	
• Staircase repairs within property		●
• Sashes	●	
• Fixtures/fittings/locks	●	

DAY-TO-DAY REPAIRS

Who is responsible for repairs?

External Window Frames cont.

- Cords and weights
- Putties
- Reglazing windows to property (incl. Associated replacement of putties)

Excluding replacements or installations not carried out by Sandwell Homes

Communal Window Frames

- Sashes
- Frames
- Fixtures/fittings/locks
- Cords and weights
- Putties
- Glazing – communal windows
- Window frames & sashes including ironmongery

ELECTRICAL

Inside property

- Repairs to all fuses – exc. Mains
- Renewal of consumer unit (fuse board)
- Renewal/repairs of fittings
- Repair to individual door bells

Communal

- Rewiring

SANDWELL HOMES
LEASEHOLDER

	SANDWELL HOMES	LEASEHOLDER
• Cords and weights	●	
• Putties	●	
• Reglazing windows to property (incl. Associated replacement of putties)		●
Excluding replacements or installations not carried out by Sandwell Homes		
• Sashes	●	
• Frames	●	
• Fixtures/fittings/locks	●	
• Cords and weights	●	
• Putties	●	
• Glazing – communal windows	●	
• Window frames & sashes including ironmongery	●	
ELECTRICAL		
Inside property		
• Repairs to all fuses – exc. Mains		●
• Renewal of consumer unit (fuse board)		●
• Renewal/repairs of fittings		●
• Repair to individual door bells		●
Communal		
• Rewiring	●	

SECTION 5 REPAIRS, DECORATION & ALTERATIONS

DAY-TO-DAY REPAIRS

Who is responsible for repairs?

Communal cont.

- Renewal/repairs of fittings
- Repair to communal door entry system
incl. Equipment within properties

MISCELLANEOUS

- Plaster – communal
- Plaster within property
- Decorating – communal
- Servicing Gas appliances within your home

	SANDWELL HOMES	LEASEHOLDER
• Renewal/repairs of fittings	●	
• Repair to communal door entry system incl. Equipment within properties	●	
• Plaster – communal	●	
• Plaster within property		●
• Decorating – communal	●	
• Servicing Gas appliances within your home		●

It is your responsibility to service your gas appliances every 12 months due to the risk of carbon monoxide poisoning or potential explosion from faulty appliances.

For further information contact Corgi. Copies of certification should be sent to the Home Ownership Unit.
(see useful contacts at the end of this handbook)

GAS - If you suspect a gas leak or fumes from appliances this must be reported to Transco on their emergency free phone number on 0800 111 999.

You are responsible for:

- Keeping your home clean and in a “good decorative order”.
- Replacing light bulbs, fuses and electrical plugs.
- Plumbing in your own washing machine or dishwasher, ensuring that this is carried out professionally to minimise the risk of leaks and flooding.
- Adjusting doors to fit new carpets.
- Maintaining any fittings or appliances within your property.
- Fitting extra locks or security devices.
- Changing locks or replacing lost keys. If your keys have been stolen then you should report this to the Police.
- Sink and bath plugs.



6

SERVICE STANDARDS

These standards set out the level of service that every leaseholder can expect to receive from us.

We will endeavour to:

- Treat all customers fairly and equally
- Treat all information you give us confidentially
- Make sure staff provide their name if you request it
- Telephone you back when we say we will
- Deal with your enquiry quickly
- Reply to your letter within 5 working days
- Respond to your complaint within 10 working days
- Work with leaseholders to improve the services provided

Our promise to you

We will provide information on the services to leaseholders through our:

- Leasehold Handbook
- Website:
www.sandwellhomes.org.uk
- Home Ownership Unit
- Housing Offices

Our Service Standard to you:

We will:

- Carry out an annual customer satisfaction survey
- Undertake a Property Survey every 5 years to determine what repairs are necessary in the following 5 years
- Provide all leaseholders with a Leasehold Handbook
- Issue accounts (income and expenditure) with service charge reviews

SECTION 6 LEASEHOLD SERVICE STANDARD

- Provide leaseholders with a yearly statement of their service charges alongside an explanation as to how the charges are calculated together with quarterly updates
- Make provision for various methods of payments including in person, by post, cash, cheque, direct debit or at any location using Paypoint
- Consult with leaseholders on matters relating to major works to improve their homes
- Ensure staff in our local housing offices are competent in answering any queries related to leasehold issues
- Provide high quality Janitorial, Cleaning, Ground Care, Security and Concierge Services to appropriate Leaseholders in accordance with Block profile
- Meet leaseholders (who are represented) on the Housing Service Panel every quarter
- Publish a newsletter for both tenants and leaseholders every quarter
- Ensure that when you make any enquiries in relation to the calculation of charges, or services provided, our Home Ownership Unit will deal with this as quickly and efficiently as possible
- Hold a Leasehold Forum quarterly to discuss issues that are important to leaseholders with an annual advance of forward dates to encourage awareness

How we will keep to these standards:

We will monitor our performance against these standards by:

- quality checking our work on a regular basis

- asking leaseholders for their views on the service
- conducting leaseholder satisfaction surveys
- training employees to a high standard
- listening to any comments that you make so that our service can be reviewed and improved where necessary

So that you know if we are keeping to these standards we will:

- publish the results in our tenants' and leaseholders' newsletter Homelife
- display the information in our offices
- report results regularly to the Leasehold Forum and Housing Service Panels

Tell us how we are doing

We welcome your views on the services we provide.

If we have got things wrong and you are unhappy with the service then please let us know. It will help us put things right, and improve the service.

We would also like to hear from you if you are happy with the service you receive.

Whatever you want to tell us, whether it is a complaint, a compliment, a comment or a suggestion, we want to hear from you.

The Home Ownership Unit or your local housing office can be contacted in person or by post, telephone, fax or email.



7

COMPLAINTS & COMPLIMENTS

At Sandwell Homes we try to make sure that all enquiries or requests are dealt with quickly and any decisions are fully explained. If you feel you have been unfairly treated or there has been an unreasonable delay in dealing with your request, or you are unhappy with the service for any reason, there are steps you can take to address this.

In the first instance, please contact the Home Ownership Unit. They may be able to solve your problem straight away. If the matter is complicated, it is a good idea to put your complaint in writing, and record the date and content of any discussions you may have had with individuals and their names.

If you are not happy with the response, then our complaints procedure will help us deal efficiently and effectively with your complaint.

Please see our Complaints leaflet for more information.

You can make a complaint by:

- Completing the complaint form that accompanies the complaints leaflet
- Writing to your local housing office
- Telephoning your local housing office or our complaints line on 0845 358 7600
- Sending an email to: customer_relations@sandwellhomes.org.uk
- Completing our on-line complaints form at www.sandwellhomes.org.uk

If you have a dispute concerning charges, and it cannot be resolved by the Home Ownership Unit, then you should remove direct it to the Leasehold Valuation Tribunal.

SECTION 7 COMPLAINTS AND COMPLIMENTS

Contact details are listed in the Contacts and Information section of this handbook.

Service charge disputes should not be pursued through the Council's Official Complaints procedure.



8

HAVING YOUR SAY & GETTING INVOLVED

Sandwell Homes is committed to providing quality housing and excellent services to all tenants and leaseholders in Sandwell. To make sure we achieve these standards, and go on achieving them again and again, we need your input.

We know the more we involve our tenants/leaseholders in what we do, the more satisfied you will be with the services we offer. This is why we aim to give you plenty of opportunities to work with us.

If you want to take an active role in developing housing services or housing management, we will give you all the help and support we can.

Your right to be consulted

As a leaseholder, you have the right to be consulted on all matters affecting the housing services you receive.

Leasehold Forum

Every leaseholder is invited to attend the Leasehold Forum which meets four times a year to discuss boroughwide issues affecting leaseholders and to make recommendations and decisions. The Forum has been involved in the production of this Handbook, Best Value Reviews and Service Standards and Charges.

Leasehold Core Group

This group meets regularly with the Home Ownership Unit to service the wider Leasehold Forum and also to provide leaseholder views on a range of specific items. If you are interested in becoming a member of the Core Group please contact the Home Ownership Unit.

The Sandwell Tenant Participation Compact

The Sandwell Tenant Participation Compact is an agreement between Sandwell tenants, leaseholders, Sandwell Homes, Sandwell MBC and

SECTION 8 HAVING YOUR SAY AND GETTING INVOLVED

Sandwell Community Information & Participation Service Ltd (SCIPS). It sets out how you can be involved in developing and monitoring the housing service in Sandwell to ensure it meets your needs and the needs of other tenants.

For more information, contact the Participation Team on 0800 358 8078.

Tenants & Residents Associations (TRA)

You can get involved in a number of ways (see the table overleaf). One way is through supporting your local Tenants & Residents Association (TRA). Sandwell Homes can provide funding for setting up a TRA and other grants to keep your group running effectively.

Training is also provided to new and existing TRA's on subjects such as committee skills, effective meetings, financial matters, etc. If there isn't a TRA in your area and you and a few others would like to start one,

contact the Participation Team on 0800 358 8078.

Our consultation menu should give you some idea of how involved you can be depending on how much time you have to give.

Your Consultation Menu

The following table is a guide to getting involved.

- **How much time do you have to spare?**

10 minutes about twice a year

- **Options available to you**

You could take part in a telephone survey. A member of staff would contact you by phone and run through some questions with you on a particular issue, eg the repairs service, estates services or leasehold service.

- **What to do next?**

Contact the Participation Team on: 0800 358 8078

- **How much time do you have to spare?**

30 minutes about 4 times a year

- **Options available to you**

You can choose to do the above and/or complete a questionnaire through the post.

- **What to do next?**

Contact the Participation Team on: 0800 358 8078

- **How much time do you have to spare?**

1 hour about 4 times a year

- **Options available to you**

You can choose to do any of the above and/or could take part in a one-to-one interview. A member of staff would interview you at your local housing office about any important issues affecting the Housing Service and tenants/leaseholders at the time.

- **What to do next?**

Contact the Participation Team on: 0800 358 8078

SECTION 8 HAVING YOUR SAY AND GETTING INVOLVED

- **How much time do you have to spare?**

1.5 to 3 hours about 4 times a year

- **Options available to you**

You can choose to do any of the above and/or attend a focus group, seminar or conference. This is where groups of people get together to discuss specific issues concerning the housing services we offer.

- **What to do next?**

Contact the Participation Team on: 0800 358 8078

- **How much time do you have to spare?**

1.5 to 3 hours about 4 times a year

- **Options available to you**

You may wish to join your town housing service panel which meets four times a year and looks at local service issues.

- **What to do next?**

Contact the Participation Team on: 0800 358 8078

- **How much time do you have to spare?**

At least 2 hours each month

- **Options available to you**

You could do any of the above and/or join your local Tenants and Residents Group. Local groups usually meet monthly to discuss both local issues and borough wide housing matters. Some groups also organise social events for local people.

- **What to do next?**

Contact your local housing office and they will give you details of your local group. They can also pass on your details to your local group who will contact you.

- **How much time do you have to spare?**

1 day a year

- **Options available to you**

To attend conferences or specific housing related training sessions.

- **What to do next?**

Contact the Participation Team on: 0800 358 8078

Will I be out of pocket if I get involved and what support will I receive?

We will pay all reasonable expenses, such as travel, childcare for you to attend meetings, training or focus groups. Anybody who wishes to become more involved will be offered support, both in the way of advice and thorough training, where needed.

Approximately 85% of all TRA's registered in Sandwell are members of SCIPS. Amongst many of its roles, SCIPS enables tenants' and residents' groups to set up joint projects with other agencies, such as the Council, who give them a say in important decision making processes. SCIPS offers up to date training on issues affecting its members.

Sandwell Community Information & Participation Service Ltd (SCIPS)

SCIPS is an independent organisation, representing tenants and residents in Sandwell.

A fully equipped resource centre is also available. For further information, telephone **0121 569 3142** or go online at www.scips.org.uk



9

YOUR NEIGHBOURHOOD & COMMUNITY

Everyone has the right to enjoy life in their own way, as long as they do not upset other people who live nearby.

Being a good neighbour can have many advantages, and a friendly “hello” is always better than an exchange of heated words.

Neighbours can easily disturb one another without realising it, or meaning to. However, you should try to be considerate towards your neighbours and those who live around you.

Anti-Social Behaviour

Anti-Social Behaviour (ASB) is any behaviour that disrupts the peace and comfort of other tenants and residents or adversely affects their health and safety. ASB can be anything that prevents another person from enjoying their home, garden, estate or neighbourhood. ASB can be reported against an individual or group.

So ASB is another name for being a bad neighbour! A team has been established to tackle the problem of serious Anti-Social Behaviour. This team works closely with local housing staff and Police to resolve any problems.

Council tenants and leaseholders can contact their Local Neighbourhood Office, who will investigate the complaint. They will involve the specialist Anti-Social Behaviour Team where necessary.

If we are unable to take action on your behalf, we may be able to refer you to another agency or advise you what action you can take.

The Anti-Social Behaviour Team can be contacted directly if the perpetrator is not a Council tenant on the following telephone numbers: **0121 569 5154 / 5234 / 5326 / 5284**

SECTION 9 YOUR NEIGHBOURHOOD AND COMMUNITY

The Council will not normally become involved in neighbour disputes or family feuds unless they directly affect the wider community.

Some examples of ASB are:

- Noise
- Dumping rubbish
- Use of threatening or violent behaviour to neighbours
- Racist abuse or graffiti
- Causing damage to a neighbour's home or property

Noise

- Noise is the most common type of nuisance, so be considerate about the amount of noise you make, especially late at night.
- If you find that your neighbours regularly disturb you, you should speak to them and politely ask them to be more considerate.

If this fails, or you feel you cannot approach your neighbour, contact your Local Neighbourhood Office who will

be able to help if the problem continues.

Harassment

Harassment differs from nuisance in that it is a deliberate action to cause annoyance or distress to a particular individual, family or group and is usually carried out repeatedly.

All leaseholders are held responsible for the acts of their children and visitors to their home. If a leaseholder's children harass a neighbour or a neighbour's children, the Council will take action against the leaseholder.

In all cases of harassment we work very closely with other agencies, notably the Police, and share information in order to take action against the people causing the problem.

What should I do if I am being harassed?

If you are experiencing harassment you should report

this immediately to your Neighbourhood Office. If the harassment involves violence, threats, damage to your property or other criminal acts, it is important that you contact the Police immediately and keep a record of your complaint. You should note any incident numbers given by the Police.

What about violence towards staff?

You are responsible for the behaviour of every person (including children) living in or visiting your home. The Council and Sandwell Homes will not tolerate violence, threats of violence or abusive language towards any of their staff, contractors or agents, and will support prosecution of anyone who assaults their employees when carrying out their work.

Residents who threaten or assault staff, contractors or agents of the Council or Sandwell Homes could face forfeiture proceedings.

Keeping Pets

- Only domestic pets can be kept in council properties.
- There are restrictions on the number of pets we will allow, and you cannot keep a pet that is likely to cause a nuisance to your neighbours or other visitors to your property.
- For further details, please refer to your lease agreement, or contact your Local Neighbourhood Office.

Pest Control

- A free service is available for the treatment of rats, mice, fleas, cockroaches and bed bugs.
- Advice is also available on the control of non-public health pests, including insects such as bees, wasps, ants, earwigs and silver fish.

Contact your Pest Control Team on 0121 569 6625 for more details.

SECTION 9 YOUR NEIGHBOURHOOD AND COMMUNITY

Car parking

- You may only park taxed, roadworthy vehicles on our land.
- You must not park any vehicle on grassed areas.
- You should only park vehicles in garages, in designated parking areas, or on a proper driveway.
- You can help us keep Sandwell tidy by reporting any abandoned vehicles on your estate. **The number to call is 0121 569 6721.**

Looking after your garden

- It is your responsibility to look after your own garden if you have an exclusive garden.
- Overgrown gardens are not only an eyesore; they can also cause problems for your neighbours.
- You must not store any bulky or unsightly items in your garden.

- You must seek permission from Sandwell Homes before parking large items such as trailers on your garden.

Bulky Items

- Arrangements can be made to collect bulky refuse from outside your home. There is a charge for this service.
- If you live in a block of flats, either ask the janitor, concierge or the Neighbourhood Office if there is somewhere they can be placed awaiting removal. Never block communal walkways, stairwells, or communal areas.

For more details of this service, telephone 0121 569 6625.

Running a business

No part of the property or its Common Parts may be used to run a business.

Neighbourhood Street Warden Service

The Neighbourhood Street Warden Service is a scheme to improve the quality of life to local residents by improving the physical environment, reducing crime and the fear of crime, and Anti-Social Behaviour.

A Street Warden will deal with complaints and concerns you may have. The scheme currently covers the following areas of the borough:

- Greetings Green
- Old Hill
- Langley
- West Bromwich
- There is also a mobile service

Community Information Bogus Callers

Some criminals trick their way into homes so they can steal. This simple guide may help you avoid this problem.

DO ✓

- Use a door chain and spy hole if you have one
- Ask callers for their identity card
- Refuse entry to a stranger or someone you are not sure of
- Ring the Police if you are not sure about the claims of someone calling at the door

DO NOT ✗

- Allow anyone into YOUR home if you are not happy about them
- Believe that someone who is claiming to be an official without the proper identification
- Part with cash on the promise that work will be done in the future
- Keep more money in your property than you need

SECTION 9 YOUR NEIGHBOURHOOD AND COMMUNITY

Always check that officials visiting your home are genuine. Visiting Council/Sandwell Homes officers will be able to show you identification. Make sure you ask to see it before you permit entry to your property.

**REMEMBER, A GENUINE CALLER
WILL NEVER MIND YOU TAKING
PRECAUTIONS**



10

CONTACTS & INFORMATION

Leasehold Valuation Tribunal (LVT)

If you dispute your service charge bill and consider the costs unreasonable, you can make an application to refer the matter to a Leasehold Valuation Tribunal (LVT). There is an application fee of up to £500.

An LVT is an independent statutory body set up to determine, amongst other things, the reasonableness of service charges. An LVT usually consists of three members: a lawyer, surveyor and a lay person.

The County Court no longer has the power to deal with an application to determine whether the level of service charge is reasonable or not. This role is now undertaken by an LVT. The Council can ask the County Court to make a money judgement for service charge arrears but the court is likely to refer the case to an LVT if you dispute the charges and want

to determine their reasonableness.

The Council can also ask an LVT to determine the reasonableness of charges for proposed works and you can do the same. An LVT can determine reasonableness in respect of charges such as:

- Repairs and maintenance to a block or estate
- Cleaning, gardening, lighting and other communal services
- Buildings insurance
- Professional fees

SECTION 10 CONTACTS AND INFORMATION

For further information contact:

Leasehold Valuation Tribunal

2nd Floor
East Wing, Ladywood House
45/46 Stephenson Street
Birmingham
B2 4UZ
Tel: 0845 100 2615

If you are disputing service charges, you must inform the Home Ownership Unit as soon as possible.

General Contact Information

Sandwell Homes

Head Office

Sandwell Road Depot
West Bromwich
West Midlands
B70 8TB
Fax: 0121 569 6448

Customer Relations – Complaints / Comments / Compliments

Sandwell Road Depot
West Bromwich
West Midlands
B70 8TB
Tel: 0121 569 5047
Fax: 0121 569 6015

Home Ownership Unit

Council House,
High Street
Smethwick
B66 3NT
Tel: 0121 569 5199
Fax: 0121 569 5100
Email: [leasehold_services@
sandwellhomes.org.uk](mailto:leasehold_services@sandwellhomes.org.uk)

Tipton

Great Bridge and Ocker Hill

Sheepwash Lane

Tipton

T: 0121 569 5213/4/5

Opening Hours

Mon – Wed 9am – 5pm

Thur 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is 30 minutes before office & 1pm on Thursdays

Tipton

6 Unity Walk

Tipton

T: 0121 569 5258/9

Opening Hours

Mon – Wed 9am – 5pm

Thur 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is 30 minutes before office & 1pm on Thursdays

Tibbington Estate Office

51-53 Laburnum Road

Tipton

T: 0121 557 6425

Opening Hours

Mon – Fri 9am – 1pm

Princes End

High Street, Tipton

T: 0121 569 5245/6/7

Opening Hours

Mon, Tue, Thur 9am – 5pm

Wed 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is 30 minutes before office & 1pm on Wednesdays

Repairs Team

Ocker Hill Neighbourhood Office

Powis Avenue

Tipton

T: 0121 569 2725

Opening Hours

Mon – Thurs 9am – 5:30pm

Fri 9am – 5pm

E: [tipton_repairs@
sandwellhomes.org.uk](mailto:tipton_repairs@sandwellhomes.org.uk)

Bolton Court Estate Office

St Marks Road,

Tipton

T: 0121 502 4782

Opening Hours

Mon – Fri 2pm – 4pm

SECTION 10 CONTACTS AND INFORMATION

West Bromwich

Greets Green

Harwood Office, West Bromwich

T: 0121 569 5287/8/9

Opening Hours

Mon – Wed 9am – 5pm

Thur 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is 30 minutes before office & 1pm on Thursdays

Stone Cross, Yew Tree and Hamstead

Clifton Lane, West Bromwich

T: 0121 569 5211/12

Opening Hours

Mon, Tue, Thur 9am – 5pm

Wed 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is 30 minutes before office & 1pm on Wednesdays

Kenrick Park Estate Office

West Bromwich

T: 0121 553 5753

Opening Hours

Mon – Fri 9am – 1pm

Telephone contact can be made up to 5:30pm Mon – Thurs and 5pm on Fri

Hateley Heath

Monmouth Drive

West Bromwich

T: 0121 569 5205/6/7

Opening Hours

Mon – Wed 9am – 5pm

Thur 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is 30 minutes before office & 1pm on Thursdays

Repairs Team

Sandwell Road Depot

West Bromwich

T: 0121 569 6440

Opening Hours

Mon – Thur 9am – 5:30pm

Fri 9am – 5pm

E: westbromwich_repairs@sandwellhomes.org.uk

Wednesbury

Woods/Mesty Croft and Friar Park

Oxford Street
Wednesbury

T: 0121 569 5171/2/3

Opening Hours

Mon – Wednesday 9am – 5pm

Thursday 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is 30 minutes before office & 1pm on Thursdays

Wednesbury

Loxdale Street
Wednesbury

T: 0121 569 5140/1/2

Opening Hours

Mon, Tue, Thur 9am – 5pm

Wed 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is 30 minutes before office & 1pm on Wednesdays

Harvills Hawthorn

St Vincents Crescent
West Bromwich

T: 0121 532 5460

Opening Hours

Mon – Wed 9am – 5pm

Thur 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is 30 minutes before office & 1pm on Thursdays

Repairs Team

Millennium Centre
Friar Park

T: 0121 569 4300

Opening Hours

Mon – Thur 9am – 5:30pm

Fri 9am – 5pm

E: wednesbury_repairs@sandwellhomes.org.uk

SECTION 10 CONTACTS AND INFORMATION

Smethwick

Bearwood

Reginald Road
Smethwick

T: 0121 569 5335/6/7

Opening Hours

Mon, Tue, Thur 9am – 5pm

Wed 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is
30 minutes before office & 1pm
on Wednesdays

Cape Hill

Unett Street
Smethwick

T: 0121 569 5252/3/4

Opening Hours

Mon, Tue, Thur 9am – 5pm

Wed 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is
30 minutes before office & 1pm
on Wednesdays

Smethwick

Ford Street
Smethwick

T: 0121 569 5280/1

Opening Hours

Mon, Tue, Thur 9am – 5pm

Wed 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is
30 minutes before office & 1pm
on Wednesdays

Repairs Team

Smethwick

T: 0121 569 6420

Opening Hours

Mon – Thur 9am – 5:30pm

Fri 9am – 5pm

E: [smethwick_repairs@
sandwellhomes.org.uk](mailto:smethwick_repairs@sandwellhomes.org.uk)

Rowley Regis

Blackheath

Payne Street
Blackheath

T: 0121 569 5303/4/5

Opening Hours

Mon, Tue, Wed 9am – 5pm

Thurs 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is
30 minutes before office & 1pm
on Thursdays

Tividale/Oakham

Hilton Road
Oldbury

T: 0121 569 3700/01/02

Opening Hours

Mon – Fri 9am – 1pm

Please note there is no cash
desk facility at this office.

Riddins Mound Estate Office

Old Hill

T: 01384 636278

Opening Hours

Mon – Fri 9am – 1pm

Cradley Heath

St Annes Road
Cradley Heath

T: 0121 569 5155/6/7

Opening Hours

Mon – Wed 9am – 5pm

Thur 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is
30 minutes before office & 1pm
on Thursdays.

Repairs Team

Springfield / Brickhouse
Neighbourhood Office

Harvest Road

Rowley Regis

T: 0121 569 5330

Opening Hours

Mon – Thur 9am – 5:30pm

Fri 9am – 5pm

E: [Rowley_regisrepair@
sandwellhomes.org.uk](mailto:Rowley_regisrepair@sandwellhomes.org.uk)

SECTION 10 CONTACTS AND INFORMATION

59

Sandwell Homes **Leasehold Handbook**

Oldbury

Lion Farm

Hartlebury Road
Lion Farm Estate

T: 0121 569 5201/2/3

Opening Hours

Mon, Tue, Thur 9am – 5pm

Wed 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is
30 minutes before office & 1pm
on Wednesdays

Oldbury

One Stop Shop
Oldbury

T: 0121 569 5179/80/81

Opening Hours

Mon – Wed 9am – 5pm

Thur 9am – 1pm

Fri 9am – 4:30pm

Cash desk facilities are located
in the main reception area of
the Council House, Oldbury

Out of Hours Repairs Team

T: 0800 214 631

Facilities Management Unit

T: 0800 214 631

F: 0121 569 6099

Bristnall

Beeches Road
Oldbury

T: 0121 569 5350/1/2

Opening Hours

Mon, Tue, Thur 9am – 5pm

Wed 9am – 1pm

Fri 9am – 4:30pm

Please note cash desk closing is
30 minutes before office & 1pm
on Wednesdays

Repairs Team

Sandwell Road Depot
West Bromwich

T: 0121 569 6400

Opening Hours

Mon – Thur 9am – 5:30pm

Fri 9am – 5pm

E: [oldbury_repairs@
sandwellhomes.org.uk](mailto:oldbury_repairs@sandwellhomes.org.uk)

Estate Services and Cleaners

T: 0121 569 6137

Emergency Out of Hours

T: 0800 214 631