



LEASEHOLDER HANDBOOK





Contents

Section 1 - Introduction

Introduction	5
About Railway Housing Association	5
Leasehold Scheme for the Elderly	5
What is Leasehold?	6
What is a Lease?	6

Section 2 - Rights & Responsibilities

Your Rights	7
Assignment	7
Consultation	7
Reasonableness of Service Charges	7
Information about Insurance	7
Independent Management Audit	8
Your Responsibilities	8
The Association's Responsibilities	8

Section 3 - Repairs & Maintenance

Repairs & Maintenance	9
Responsibilities	9
How to report a repair	10
Gas	11
Annual gas safety checks	11
Major repairs & improvements	11

Section 4 - Care of Your Home

TV aerials	13
Alterations & Improvements	13
Condensation	13
Fire Safety	13
Frost Precautions	13
Asbestos	14
Pest Control	15

Section 5 - Service Charges

Service Charges	17
Protection of Leaseholders Contributions	19

Section 6 - Living in Your Home

Buildings Insurance	21
Contents Insurance	21
Consideration of Your Neighbours	21
Harassment & Hate Crime	21
Pets	21
Communal Areas	22
Rubbish	22
Gardens	22
Car Parking	22
Security	22
Disabled Adaptations	22

Section 7 - Selling Your Home

Selling Your Home	23
Sinking Fund	23
Losing Your Home by Forfeiture or Repossession	23

Section 8 - Resident Consultation & Involvement

Consultation	25
Resident Involvement	25
Recognised Residents' Associations	25
Complaints	25

Section 9 Policies & Service Standards

Section 10 - Glossary	29
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Section 1

Introduction

1. Introduction

This handbook explains your rights and responsibilities as a leaseholder, and about the services that the Association provides. We have tried to include as much information as possible but if you would like more details, please contact us.

This handbook does not replace your lease and should be used as a guide only. Please consult your solicitor throughout the purchase and/or resale of your lease.

If you would like this information in another format such as large print, audio, Braille or another language, please let us know.

2. About Railway Housing Association

Railway Housing Association was established in 1919. We are a registered charity and housing association regulated by the Charity Commission (reg no.1188450) and the Regulator for Social Housing (reg no.A1855). We are a non-profit making organisation.

When the Association was set up it was originally for railway workers but that is no longer the case. We have a stock of about 1600 properties, mainly in the North East of England, covering a large geographical area from Berwick to Doncaster, as well as one sheltered scheme in Hereford.

Most of our properties are for older people, a mix of rented and leasehold.

The Association is governed by a voluntary Board of Directors who determine our objectives and policies, set targets and

review performance. A full list of current Board members is shown on the Association's website and published in our Annual Report.

The Association actively encourages residents to be involved in the decisions that affect their homes and lives. These range from Board membership to responding to individual surveys.

Mission Statement

We aim to make best use of our resources to provide good quality, desirable and affordable homes for residents in need of housing.

Contact Details

We provide a management service to residents from our Head Office at **Maple House, 11 Tillage Green, Westpark Village, Darlington, DL2 2GL**

Telephone: **01325 482125**

Freephone number: **0800 0287428**

Email: **info@railwayha.co.uk**

Website: **www.railwayha.co.uk**

The office is open from 8.30 am to 4.30 pm Monday to Friday.

Our offices are closed at weekends, on Bank holidays and between Christmas and New Year.

If you have an emergency outside of office hours, please telephone the emergency repairs service on 0300 303 4917

3. Leasehold Scheme for the Elderly (LSE)

The purchase of your home is subsidised through public funds, which provides a 30% discount below market valuation. This subsidy is provided specifically to allow

retired people to obtain purpose built accommodation at an affordable price.

In order to qualify for this subsidy you must be:

- In receipt of a pension or a retired person (i.e. over 55 years of age)
- In housing need, taking into account your current housing, health and any other relevant factors

The degree of housing need is determined by the Association.

4. What is Leasehold?

A leasehold is a very long tenancy. It gives you the right to live in your home for a fixed number of years.

Railway Housing Association is responsible for the land your home sits on, the structure of your home and any communal areas.

5. What is a Lease?

Your lease is an important legal document. It's a contract between you and Railway Housing Association, setting out what each of us has agreed to do. It sets out your rights and responsibilities as well as the rights and responsibilities of the Association. Your solicitor should have explained the lease to you in detail before you bought your home.

It is important that you understand your lease and the conditions in it. Breaking the conditions could have serious consequences. If there is anything in your lease that you don't understand we will try and explain it to you. However, we can't give you any legal advice. You should get independent legal advice from a solicitor or an advice service such as the Citizens Advice Bureau.

Section 2

Rights & Responsibilities

1. Your Rights

This section explains your rights as a leaseholder. You have the right to:

- Information about the Association
- Assign the lease
- Be consulted about any major works and any long term agreement for work or services, that affect your home
- Use any shared parts of your building—stairs, corridors, drying areas and gardens
- Live in your home for the length of the lease, as long as you keep to the conditions of your lease
- The quiet enjoyment of your home
- Be told about any costs towards repairs and maintenance
- Information about service charges and the right to challenge how reasonable these are
- Information about insurance
- Seek recognition of a residents' association
- An independent management audit

Assignment of the Lease

Your lease can be assigned to:

- Your spouse if s/he was living at the premises at the time of your death
- A member of your family if s/he was living at the premises at the time of your death, on condition that the person would have qualified to purchase the lease (see section 2 Leasehold for the Elderly)

If an assignment takes place, the Association must be informed within one month of the assignment and given copies of all relevant documentation.

Rights to Consultation

The Commonhold & Leasehold Reform Act 2002 gives leaseholders the right to be consulted before landlords:

- Enter into long term agreements of more than one year where the costs per leaseholder are more than £100 per year; or
- Enter into a contract to carry out works costing more than £250 per leaseholder

The Act prescribes specific notices that must be given to each leaseholder and time scales for consultation. Exceptions to these requirements include emergency work (for example, leaking roof or dangerous structure) and employment contracts.

Right to Challenge the Reasonableness of Service Charges

This gives leaseholders the right to ask a Leasehold Valuation Tribunal to determine the reasonableness of a service charge, and also the liability to pay the charge. (See further details in section 6 of the handbook)

Right to Information About Insurance

Leaseholders have the right to request a written summary of the insurance cover arranged by the Association. Leaseholders also have the right to inspect the policy and any associated documents such as evidence of payment of the premium.

Right to an Independent Management Audit

Subject to certain criteria, leaseholders have the right to appoint, at their own expense, an auditor to carry out a management audit. The purpose of the audit is to examine whether or not the Association is managing in an efficient and effective way and whether service charges are being properly administered.

2. Your Responsibilities

As a leaseholder you are responsible for:

- Paying the service charges that are referred to in Schedule 2 of your lease
- Repairing and keeping in good condition the inside of your home, including the fixtures and fittings
- Using the premises as a private residence only
- Allowing access to the Association or our contractors for any inspections or repair work
- Not making any changes to the structure or main timbers of your home
- Not making any changes to the internal structure of your home without written approval from the Association
- Not damaging the property
- Making sure that you and visitors to your home behave in a way that doesn't cause any annoyance or nuisance to your neighbours
- Insuring the contents of your home including fixtures and fittings
- Not jeopardising the insurance of the building, for example, by storing dangerous substances
- Not subletting or parting with possession or part of the lease
- Paying the sums as detailed in Section 7(4)(e) of lease on completion of any sale or transfer of the lease
- Leaving the property in a good state of repair at the end of your lease

3. The Association's Responsibilities

Railway Housing Association is responsible for:

- Making sure that your building is fully insured
- Repairing the structure and exterior of your home
- Repairing and maintaining all of the shared parts of your home, including equipment such as lifts and door entry systems
- Main services to the building
- Paying into a sinking fund monies deducted under Section 7(4)(e) of the Lease (see section 8 of the handbook)

The Association has the right to:

- Gain access to your home to carry out any inspections or work, after giving you reasonable notice

Section 3

Repairs & Maintenance

1. Repairs and Maintenance Responsibilities

Generally, as a leaseholder you are responsible for all repairs inside your home. You are responsible for maintaining:

- Fixtures and fittings such as kitchen units and sink
- Floorboards and skirting boards
- Floor tiles
- Internal walls that don't form part of the structure of your home
- Plaster or other surface materials to internal walls and ceilings
- Internal doors and door frames
- Toilets, bath, shower and wash hand basin
- Radiators, cistern, tanks and pipes that are used only within your home **
- Gas, water and electricity installations that are used only within your home (excluding the central heating boiler)
- Internal decoration
- Window panes (glazing)
- Individual television aerials
- Door handles
- Door locks and replacement of lost keys

** The gas servicing contract arranged by the Association includes the maintenance and replacement of radiators and central heating pipe work.

The Association is responsible for carrying out repairs and maintenance to the communal areas, outside areas and the structure and services to the building. The costs of these repairs are recharged to all leaseholders. Full details are included in your lease.

The Association is responsible for maintaining:

- Central heating boilers
- Exterior walls
- Roofs
- Foundations
- Timber and joists
- Beams
- Chimney stacks
- Rainwater and soil pipes
- Sewer and external drains
- Gas, water and electricity pipes/wires up to your home
- Water tank in communal loft
- Lifts
- External decorations
- Decoration of shared areas
- Windows (excluding glazing)
- Doors in communal areas
- Door entry system
- Communal television aerials
- Shared gardens, paths, walls and fences
- Shared grounds and parking areas

Window repairs

The Association is usually responsible for repairing the frames, failed double glazing units, hinges, locks and handles. However, you are responsible for repairing any broken glass.

2. How to Report a Repair

You may report a repair that is the responsibility of the Association by one of the following methods:

- Telephone - Free phone 0800 0287428 between 8.30 am and 4.30 pm Monday to Friday (excluding Bank holidays). Outside of office hours telephone the emergency repairs service on 0300 3034917
- Online - www.railwayha.co.uk/doi-online/report-a-repair
- Online via MY RHA, an online portal just for residents that means you can access our services 24/7. It is designed for mobile use, giving you easier ways to contact us at a time that suits you.
- Write to Railway Housing Association, Maple House, 11 Tillage Green, Westpark Village, Darlington, DL2 2GL).

Please include an explanation of what's wrong and your contact details.

We will acknowledge receipt of your reported repair and let you know what happens next and when. If we need to inspect the problem first, we'll contact you to arrange an appointment to do this.

Once we have decided what work needs to be done we will tell you and let you know a date or timescale by which it should be completed.

Repairs are done by our contractors. They will usually telephone you to arrange a mutually convenient appointment and will take into consideration any additional information that you have given to us to pass on to them, for example, to allow plenty of time for you to get to the door or that you are hard of hearing. Always ask for and check identification before allowing a contractor into your home.

The Association has a system for grading repairs according to their urgency. There may be circumstances which affect the way that your repair is prioritised, for example a central heating repair may be less urgent during the summer. Please make sure that you give us all the details to help us to action your repair correctly.

Repairs are graded as follows:

- Emergency repairs - to be completed within 24 hours
- Urgent repairs (1) - to be completed within 3 days
- Urgent repairs(2) - to be completed within 7 days
- Routine repairs - to be completed within 31 days

An emergency repair is any problem that involves a risk to your safety or serious damage to the structure of the property and needs repairing to make the situation safe.

The following would usually be deemed to be an emergency: -

- No water supply or leaks from communal water tanks or pipe work in communal areas
- Blocked drains
- Dangerous structures such as roof, gutters, stair banisters
- Repairs that affect the security of the property
- Loss of electrical power or serious electrical fault in communal areas
- Gas escape or lack of supply

These repairs will be given priority and every effort will be made to deal with these within 24 hours. Once the situation has been made safe, further repair work may be required to fully rectify the problem.

Urgent Repairs

These are repairs that require quick attention and don't need to be inspected first, such as the replacement of a light fitting in a communal hallway.

Routine Repairs

These are less urgent repairs such as leaks to guttering, repair or replacement of a gate catch or a minor repair to a path. Some of these repairs may need to be inspected before the work can be done.

You will receive a notification receipt for a repair. If the repair is not carried out by the date shown on the receipt, please let us know as soon as possible.

You will also receive a customer satisfaction survey with a number of questions about the repair work. Please answer these questions and return the slip to us so that we know how satisfied you are with the finished work. If you tell us that you are dissatisfied then we'll contact you to find out the reason and if there is still a problem we will put it right.

3. Gas

If you suspect a gas leak, fumes from a gas appliance or lack of gas supply:

- Turn off the main supply at the meter immediately
- Call the National Gas Emergency Service on 0800 111 999
- Open doors and windows to get rid of the gas
- Do not turn any electric switches on or off
- Do not smoke
- Do not use a naked flame
- If you are feeling unwell visit your GP or local hospital immediately and tell them that you may have been exposed to carbon monoxide

If any further repairs are needed that are the responsibility of the Association, please contact us by telephoning the free phone number 0800 0287428

Please follow these simple guidelines for using gas safely:

- Never cover an appliance or block the vents
- Never block or obstruct any fixed ventilation grilles or air bricks
- Never block or cover outside flues
- Never fit draught-stripping to the doors of a room containing a gas appliance]
- Never carry out any work to a gas appliance yourself

By law only a competent person - someone with the right knowledge, skills and qualifications- can carry out work on gas appliances.

4. Annual Gas Safety Checks

The Association will arrange to carry out an annual safety check and service of the gas heating system in your home.

This checks for gas leaks as well as carbon monoxide. A copy of the safety certificate will be given to you following each annual check.

It is essential that you allow our contractor access to your home to carry out these checks. If we cannot obtain access to carry out the annual check then we will apply to Court to get permission to enter your home and will re-charge you for any costs.

5. Major Repairs and Improvements

We will consult you before we begin any major works, maintenance or improvements. Under the Commonhold and Leasehold Reform Act 2002 we have to consult all leaseholders on 'qualifying' works - this is repair, maintenance, cyclical redecorating or improvement works.

We will consult with you if the contribution of an individual leaseholder exceeds £250 (including VAT).

There are three main stages to the consultation:-

1. Notice of Intent - a written notice listing the work to be carried out will be sent to you with an estimate of how much it will cost. It will also explain why the work is necessary. This letter is called a 'Section 20 Notice'. This notice will also be sent to any recognised residents' association.

You will have 30 days to make any written comments. You may also nominate a contractor to undertake the works. If the contractor that you nominate is not already on our list of 'approved contractors' then they will be invited to apply.

2. The Proposal - we will tender the work or obtain 3 estimates (depending on the value of the work) and then send you details of the work, the estimate of costs, the name and address of each contractor and any connection to the Association and an estimate of each resident's contribution to the works. We will also include our response to any comments made by leaseholders during the first stage of consultation.

A further 30 days will be allowed to give leaseholders and any recognised residents' association the opportunity to make comments before the contract is awarded.

3. Instructing the Works - any comments made by leaseholders or recognised residents' association will be taken into account before we agree a contract for the works. We will write to each leaseholder and recognised residents' association stating our reasons for the choice of contractor. If we do not select a nominated contractor or the lowest price then we will explain the reason(s). A summary of the written comments received from leaseholders, together with our responses, will also be provided to you. However, we won't send out this final notice if we appoint a contractor nominated by leaseholders or the contractor with the lowest estimate.

If the costs of the works carried out after consultation seem likely to overrun or the nature of the works to be undertaken changes after the work starts, then we will consult again before committing further expenditure.

At each stage you will have 30 days to send us your comments. We will consider your comments carefully and reply in writing within 21 days.

Emergency or urgent work such as a collapsed chimney or leaking roof may be carried out without any consultation. However, in these circumstances we will try to follow as much of the consultation process as possible while informing leaseholders of the reasons for any emergency works as soon as possible.

When any major works have been completed we will send you a satisfaction survey so that you can give your views and help to improve the services that we provide.



Section 4

Care of Your Home

1. TV Aerial/Satellite Dishes

The Association is responsible for the repair and replacement of communal aerials in flats.

The leaseholder is responsible for the repair or replacement of individual TV aerials in their home.

Permission will usually be granted for the installation of satellite dishes, subject to local planning regulations.

Permission will usually be given for the installation of cable TV. However, permission will be withheld if the level of disruption is considered to be too high.

2. Alterations & Improvements

You have the right to improve your home but will need written permission from the Association before you carry out certain works. Please contact us if you would like to carry out any alterations that affect the structure or services in your home, walls, windows, doorframes, external decoration, plumbing and electrical services. We will not refuse permission without good reason. If we give you permission to carry out an alteration or improvement, you will need to make sure that you have all of the other permissions that you may need, for example, Building Regulations and/or Planning Permission.

3. Condensation

Condensation is steam or water vapour that turns into water (condenses) on cold surfaces. Affected areas may show signs of mould growth and it can damage clothes, bedding, floor coverings and decorations. The following practical measures may help to prevent condensation:

- Cover pans when you are cooking
- Close kitchen and bathroom doors when cooking or bathing
- Run the cold water into a bath first, this can reduce steam by 90%
- Dry your clothes outside if possible, or in a well-ventilated room.
- Don't hang wet clothes on radiators.
Vent your tumble drier to the outside if it is not self-condensing

- Wipe any water that accumulates on window sills and glass surfaces.
- Open a couple of windows to get a through draught for about an hour a day
- Open windows in the kitchen and bathrooms when you are using them or use extractor fans if you have them
- Keep air vents unblocked
- Keep window trickle vents open
- Don't overpack your wardrobe
- Leave space between furniture and walls, so that air can flow freely through these spaces and prevent any dampness build ups

To remove any mould -

- Wear protective gloves and a face mask, along with old clothes you don't mind throwing away
- Open windows in the room you're cleaning and shut the door
- Use a domestic cleaning product (not bleach or washing up liquid), vinegar, baking soda or a mould remover – you can buy these from supermarkets and DIY stores. Carefully follow the product guidance and safety instructions.
- After clearing the mould, clean all surfaces by wiping down with a wet cloth to remove any spores that may have spread, then dry the surfaces.

If you would like any further advice, please contact us to make an appointment for one of our Maintenance Surveyors to visit you.

Extractor fans are fitted in most properties to help minimise condensation.

4. Fire Safety

To reduce the risk of fire

- Fit smoke alarms (your local Fire Brigade may supply and fit smoke alarms for free)
- Test smoke alarms regularly
- Plan an escape route in case of a fire. Make sure that it is practical and not obstructed and ensure that you could easily get to door and window keys even in the dark

- If you have a mobile telephone, keep it charged and in the room with you
- Do not prop open fire doors or tamper with self closing devices. The closers have been fitted so that the fire proof door will limit any fire to a small area
- Do not hang clothes near fires
- Do not wire more than one electrical appliance into one socket
- Do not run cables under carpets or rugs
- Do not take electrical appliances into the bathroom
- Do not leave pans, in particular chip pans, unattended
- Remove all plugs and close all doors before going to bed
- Do not use portable gas heaters
- If you smoke, carefully extinguish used cigarettes and never smoke in bed
- Do not leave candles unattended

If there is a fire in your home

- Stay calm and leave by the safest route
- Close all doors and windows behind you if you can
- Telephone 999

5. Frost Precautions

To help prevent burst water pipes in cold weather -

- Try to keep your home fairly warm at all times
- Know where your stopcock is and make sure that you can turn off the main water supply if you need to
- If you are going away, leave the heating on or set the timer so that it continues to come on regularly

If your water pipes freeze or burst

- Turn off the main stopcock
- Switch off the immersion heater if you have one
- Switch off the central heating and hot water system
- Turn on all your taps to drain off as much water as possible
- If the communal areas are affected or Association property is damaged, please report the problem to us.

6. Asbestos - What is asbestos?

Asbestos is a group of naturally occurring fibrous minerals that have remarkable insulating and heat resistant properties. These were used extensively from the 1950's in a range of building materials. Any building constructed or refurbished before 1999 is likely to have some asbestos containing materials.

As long as it remains in good condition asbestos does not cause any harm. Asbestos is only a risk if it is disturbed and fibres are released into the air. These can be inhaled and lead to lung diseases particularly if someone is repeatedly exposed to fibres over a number of years.

What does the Association do about asbestos?

The Control of Asbestos Regulations 2006 requires the Association to manage and control any risks from asbestos within our offices and the communal areas of our dwellings.

The Association is required to take reasonable steps to find out if there are asbestos containing materials and what condition these are in. Materials must be presumed to contain asbestos unless there is strong evidence that they do not. We must keep an up to date record of the location and condition of any asbestos containing materials and assess the risk from the material. We must also state how we will manage the risk and provide information on the location and condition of the materials to anyone who is liable to work on or disturb them.

All offices and any common parts* of the Association's properties are surveyed to locate, as far as reasonably practicable, presumed asbestos containing materials and assess their condition. The action to be taken will be decided taking into account the type, condition and location of the asbestos. It may be re-inspected at regular intervals, repaired, sealed, encapsulated or removed.

- Common parts, as defined by the regulations, include foyers, corridors, lifts and lift shafts, staircases, boiler houses, roof spaces, vertical risers, gardens, yards, garages and outhouses. It does not include communal dining rooms and lounges in sheltered accommodation. However, the Association has surveyed these areas as well.

If any actual or suspected asbestos is identified during any type of survey in a residential property, the resident(s) will be informed. The advice given will depend on the location and condition of the material and the action that is to be taken.

Where might you find asbestos?

Some of the most common uses of asbestos were in cement products used in the construction of garages, sheds, soffit boards, roof tiles and drainpipes; textured coatings such as artex; bath panels; floor tiles and toilet cisterns. These are not harmful if they are in a good state of repair and have not been damaged.

What should I do?

It is safe to clean and re-paint as long as the surface is in good condition and not sanded.

Do not attempt to remove, sand, scrape, wire brush or drill any surface that may contain asbestos.

Do not carry out any structural repairs or improvements without permission from the Association.

If you are concerned about any material in your home that you suspect may contain asbestos, please do not hesitate to contact the Association for information and advice.

As a leaseholder you are responsible for the repair and maintenance of the interior of your home, including any materials that may contain asbestos. You are responsible for keeping the material in a safe condition and not exposing any one else such as contractors you may employ, to it.

You should not attempt to remove or repair asbestos materials yourself. If you suspect that you have asbestos in your home and wish to have it tested, contact the United Kingdom Accreditation Service (UKAS) at 21-47 High Street, Feltham, Middlesex Telephone 0208 9178400. They will provide you with details of a local accredited analyst.

If you would like to have any asbestos material repaired or removed, contact the Asbestos Removal Contractors Association (ARCA) at 2 Pine Trees Chertsey Lane, Staines-upon-Thames TW18 3HR Tel:01784429000 Email:info@ukas.com. They will provide you with details of local licensed asbestos removal contractors.

7. Pest Control

Leaseholders are responsible for the removal of any pests such as mice, rats, bedbugs, cockroaches, fleas, wasps and bees from their home. Your Local Council may provide a free or subsidised removal service.

The Association may arrange the removal of any infestation from the communal areas if this is affecting access to your home or if the whole of a scheme is affected. The costs of this will be met from service charges.



Section 5

Service Charges

1. Service Charges

A service charge is a payment that you make towards the costs of providing and maintaining services to your home.

Service charges are divided equally between all of the properties in the scheme. The service charge will vary depending on where you live and may include:

- Handyperson
- Gas safety checks and servicing
- Day to day repairs and emergency repairs
- Cleaning of communal areas
- Window cleaning in communal areas
- Maintenance of communal gardens
- Electricity supply to communal lighting
- Smoke detectors
- Buildings insurance
- Maintenance of lifts
- Maintenance of door entry systems
- Management and administration

Each year the Association estimates how much it will cost to provide these services. The estimates are based on actual cost, inflation and prices from contractors. The estimated annual service charge is charged to all leaseholders on a quarterly basis as set out in the terms of your lease. It is due quarterly in advance but can be paid by monthly standing order.

An estimate of the service charge for the following financial year is sent to each leaseholder in February/March every year.

Our Housing Manager will arrange a leaseholder meeting to discuss the budget and service charges. You will be given at least two weeks notice of the meeting and should receive the papers at least 7 days in advance of the meeting.

You will be asked for your comments on the estimated charges. The estimate is itemised in accordance with the provisions of Schedule 1 of your lease:

- Maintenance Costs - this is an estimated cost of repairs and replacements which are the Association's responsibility under the lease. The re-painting of the exterior and the internal communal areas is usually carried out every four years. The estimated maintenance costs also include the cost of contracts for the maintenance of garden areas, the gas servicing and the testing of fire detection/fire fighting equipment.
- Communal areas - this is the estimated cost of lighting and cleaning any communal areas. It includes the replacement of light bulbs, cleaning materials, payment of cleaners and window cleaners.
- Insurance - this is the cost of insuring the structure of the building and any items in the communal areas. It's important to note that it doesn't cover the fixtures and fittings of your home or your personal possessions. You should arrange adequate insurance for these items.
- Management - a charge is made to cover the costs incurred in the general management of the scheme, for example, arranging repairs, collecting service charges and attending meetings with leaseholders. This charge also includes the auditor's fees that are incurred when the scheme's accounts are audited annually. The management charge is within the level of charge permitted by the Regulator of Social Housing (the Association's regulator). Please note that we charge a management fee to cover our costs, not to make a profit.

At the end of the financial year the accounts are audited and then you will receive an annual statement showing the actual costs of providing the services and the details of any adjustments. The lease provides for the Association to recover from leaseholders any costs that were more than estimated. The Association also refunds any under spend.

You have the right to inspect accounts, receipts and other documentation relating to services charges, within six months of receiving the annual statement. The Association will make this information available for a period of two months, no later than one month after receiving a request.

The Association is legally obliged to ensure that the service charges are reasonable. If you think that the service charges are unreasonable or you would like more information, please discuss this with our Housing Manager. If you are still unhappy you can complain using our complaints procedure.

Details of our complaints procedure are included in this handbook and on our website.

You can also contact your local First-tier Tribunal (Property Chamber) and apply for a decision on whether the charges are reasonable and fair. The First-tier Tribunal (Property Chamber) acts as an independent arbitrator to decide whether or not service charges are reasonable. Further details are available at www.gov.uk/housing-tribunals

If you make an application to the First-tier Tribunal (Property Chamber), you will have to pay for the cost of your application. The contact details are:

1st Floor
Piccadilly Exchange
2 Piccadilly Plaza
Manchester
M1 4AH

Email: rpnorthern@justice.gov.uk

Tel: 0161 237 9491

You may want to get help and advice before you apply, by contacting the Leasehold Advisory Service or Citizens Advice.

Satisfaction with Services

The quality of services will be monitored and leaseholders will be consulted on the quality and efficiency of these by surveys and during leaseholder meetings.

Payment of Service Charges

There are a number of ways that you can pay your service charge:

- By direct debit - there is a simple form that we can help you to fill in and send to your bank
- Online - log on to our website www.railwayha.co.uk and follow the links
- By Pay Zone
- At a Post Office
- By cheque - you can pay by cheque made payable to Railway Housing Association and sent direct to our Head Office in Darlington.

If you are having difficulty paying your service charge, you may be entitled to Housing Benefit. Please ask us for more details or contact your local Council's housing benefit department or if you receive Universal Credit use your on-line Universal Credit account or the Universal Credit helpline.

If you are having difficulty paying your service charges or you fall behind with payments, please contact our Housing Manager. We will discuss your payment problem with you, offer advice and make an agreement with you to repay any arrears. Early contact with us may avoid the arrears becoming serious.

If you don't make and keep to an agreement to pay arrears then we may take legal action to recover the money that you owe.

If you have a mortgage and are also having difficulties paying your mortgage then you should contact your mortgage lender as soon as possible. They may agree to a variation of your monthly mortgage payments.

You may be at risk of losing your home if you do not pay your service charges or mortgage. You may wish to contact your local Citizens Advice Bureau for advice on your entitlement to welfare benefits and/or debt management. They offer free, independent and confidential advice. Age UK, National Debtline, Pension Service and your local Council's Housing Benefit staff may also be able to offer advice and assistance.

In accordance with the requirements of the Commonhold and Leasehold Reform Act 2002 we will consult with all leaseholders on 'qualifying' long term agreements for services:

- Qualifying Long Term Agreements - this is an agreement or contract for a term of more than 12 months. It can include repairs; maintenance; servicing of gas appliances, lifts, door entry systems, and community alarm systems; improvement works; maintenance of fire equipment; insurance; utilities; cleaning of communal areas; and garden maintenance. We will consult with you if the contribution of an individual leaseholder exceeds £100 (including VAT) in one year.

There are two main stages to the consultation on long term agreements:

1. Before tenders or quotes are invited we will send a notice of intention of entering into the agreement to all leaseholders and any recognised residents' association. The notice will explain what is involved or where a detailed explanation can be inspected. Leaseholders and the residents' association will be invited to comment on the proposal and nominate contractors for the service, within 30 days.
2. Once tenders or quotes have been obtained, all leaseholders and the residents' association will be notified of our proposals. We will supply at least two proposals describing the service to be provided, the estimated costs and our response to any comments received in stage 1. We will also advise where all of the tenders or quotes can be inspected. Again, leaseholders and the residents' association will be invited to make comments within 30 days.

Any comments received from leaseholders and the residents' association will be taken into account before entering into a long term agreement. A written notice will be sent to each leaseholder and recognised residents' association within 21 days of entering into the agreement setting out the reasons for our choice of contractor and our response to any comments received in stage 2. However, we won't send out this final notice if we enter into the agreement with a contractor nominated by leaseholders or the contractor with the lowest estimate.

2. Protection of Leaseholders Contributions

The Association is required to safeguard leaseholders' contributions from risk of loss. Following consultation with leaseholders in 1997, it was agreed that the multiple of the leaseholders' funds represented by the Association's current assets plus realisable investments would be no less than two. This is achieved through the Association's liquidity policy.



Section 6

Living in Your Home

1. Buildings Insurance

The Association insures the building because we are responsible for the repair and maintenance of the structure and communal areas. The buildings insurance only covers the structural and communal areas. It does not include the fixtures, fittings or contents of your home. Further details about the scheme and how to make a claim are enclosed with your handbook

2. Contents Insurance

It is important that you arrange insurance cover for the fixtures, fittings and contents of your home.

Age UK and SAGA both offer special insurance policies for older people. Details of an insurance scheme administered by the National Housing Federation are also enclosed with your handbook.

3. Consideration of Your Neighbours

The Association is committed to ensuring that residents enjoy their right to peace, quiet and security in their homes. We appreciate that anyone has the right to their chosen lifestyle providing that this doesn't spoil the quality of life of others.

This implies some degree of tolerance and respect for other residents.

Your lease includes a clause that states you will not do or allow anything to be done in or around your home that may cause a nuisance, annoyance, cause damage or inconvenience to the Association or other local residents.

If we receive a complaint about the behaviour of a leaseholder we will investigate the problem and attempt to find a solution. In some cases these complaints are simply the result of a clash of lifestyles between the two parties and it may be very difficult to find an answer that is satisfactory to everyone concerned. Reaching a successful solution to a neighbour dispute can be a long and difficult process.

A certain amount of understanding and tolerance is required by neighbours. You must remember that what is enjoyment to you may be an annoyance to others.

If you are being repeatedly disturbed by your neighbours you may wish to try and resolve the situation by talking to them about it. If the nuisance continues then please contact our Housing Manager for advice. We will not tolerate anti social behaviour and will take prompt and effective action.

Your Local Council's Environmental Health Officer and/or the Police may also be able to assist.

4. Harassment and Hate Crime

The Association will not tolerate harassment or hate crime under any circumstances and legal action will be taken against the perpetrator if necessary.

If you feel that you are being harassed or have suffered a hate crime because of your ethnic origin, religion, disability, gender, age, sexual orientation or any other reason please contact our Housing Manager for advice and assistance. All complaints will be dealt with in accordance with our Harassment and Hate Crime policy.

5. Pets

The Association recognises that pet ownership can bring many health and social benefits. However, controls must be in place to prevent irresponsible pet ownership, which can cause suffering to animals and a nuisance to neighbours.

Written permission must be obtained from the Association before keeping a pet in your home. The number and type of pet that may be kept are:

* Flats, houses and bungalows with communal gardens - a maximum of two small birds; a small aquarium; two same sex rabbits, hamsters, mice, gerbils, rats or guinea pigs.

Permission will be given for a disabled resident to keep an assistance dog.

Pets must be kept under control at all times and not allowed to cause a nuisance or danger to others, damage to the property or foul in public places.

6. Communal Areas

The Association is responsible for the cleaning of most communal areas but we ask for your co-operation in keeping these areas tidy. The cost of cleaning the communal areas is included in your service charges. Further details of the arrangements for the cleaning of the communal areas are enclosed with your handbook.

7. Rubbish

If you share a bin area with your neighbours, please help to keep it tidy and ensure that the bins are not overfilled.

Your local Council will help with the disposal of large items, for example, furniture.

8. Gardens

If your home has a private garden then it is your responsibility to keep it tidy and free from rubbish.

Communal gardens are maintained by the Association and the cost is included in your service charges. We endeavour to achieve good value for money by employing landscape contractors to carry out specific work at regular intervals. Details of the schedule of work are enclosed with your handbook.

In order to minimise costs we do not ask the contractor to weed, gather leaves or prune bushes that have been planted by residents. Please do not plant in the communal gardens as this may increase the maintenance costs.

9. Car Parking

A number of car parking spaces are provided for the use of leaseholders and their visitors. These are not allocated on an individual basis. Please consider other users at all times.

10. Security

Always ask for proof of identity before letting anyone into your home.

If you live in a building with an entrance shared with others, do not let anyone in as you leave or enter the building.

If you go away, for example on holiday, cancel newspaper and milk deliveries and where possible ask a friend, relative or neighbour to draw the curtains and pick up your post from time to time.

11. Disabled Adaptations

If you or someone living with you is experiencing difficulties in your home due to a medical problem, there may be adaptations that would assist you.

Your local Council will be able to advise you about entitlement to a Disabled Facilities Grant (DFG) and the Occupational Therapy department (Social Services) can offer advice on what would be most suitable to meet your individual requirements.

Disabled Facilities Grants are used for the adaptation of a property for the benefit of a disabled person. Adaptations can include the installation of a stair-lift, bathroom and kitchen adaptations and installation of ramps.

If you wish to carry out any adaptations to your home, please ask the Association for permission for anything structural or that affects the communal or exterior areas of the building.

Please contact our Housing Manager for further advice and assistance on adaptations.

Section 7

Selling Your Home

1. Selling Your Home

You may re-sell the lease at any time by giving written notice to the Association.

On receipt of your notice the Association will begin the process of granting a new lease:

- A valuation will be arranged to obtain the value of the property on the open market with vacant possession. Once the valuation is agreed the sale price will be 70% of the valuation. The valuation fee is recovered from the sale proceeds.
- If you (or the person acting on your behalf) disagree with the valuation then you may appoint an independent valuer.
- The Association holds a waiting list for each scheme and the lease allows the Association to nominate a person from this list to buy the lease. All applicants on the waiting list meet the conditions of the LSE scheme.
- If the Association is unable to nominate a buyer from the waiting list, or the person offered the property is unable to complete the sale within 7 weeks of the draft contracts being drawn up, then you may sell the lease to any third party (providing that they meet the conditions of the LSE scheme). This is usually done by you referring the sale to an estate agent, whose fees will be deducted from the sale proceeds.
- On completion of the sale the following deductions are made from the proceeds Any arrears of service charge due at the date of surrender Valuation fees

Any costs incurred in carrying out essential repairs in accordance with the leaseholder's obligations

The Association's solicitor's fees for preparation, completion and registration of the surrender of the lease

Up to two and a half percent of the purchase price to cover the Association's costs in finding a buyer (this includes advertising and estate agents costs) A deduction of 1% of the vendor's original purchase price for each year (apportioned on the basis of complete months) of occupation, to provide a sinking fund.

2. Sinking Fund

The sinking fund is used for major repairs and replacement of equipment. The amount held in the fund is reviewed annually, taking into account any planned works that are likely to be needed over the following five years.

The fund is held in a separate interest earning bank account.

Each year we will tell you how much is in the fund, including any interest that has been added.

3. Losing Your Home by Forfeiture or Repossession

There are certain circumstances when the Association or your mortgage lender could apply to the courts for possession of your home.

Forfeiture

If you break any conditions of the lease, the Association may apply to court to end your lease agreement. This could happen if you don't pay your service charges or you cause a serious nuisance or annoyance to other residents.

The Association would only apply to the court if all other measures had failed to resolve the situation.

If the court decides that you have broken the terms of your lease, it may make an order that allows the Association to end the lease and give possession of your home back to the Association. This would mean that you would lose your home.

You will also have to pay all legal fees and any other costs that the Association incurs because you have broken the lease agreement.

Repossession

If you took out a mortgage to buy your lease, your lender has a legal charge on your home. This means that they can apply to the court to repossess your home if you don't pay the mortgage. If the court grants them possession then the lender will have the right to evict you, sell the lease and take the amount that you owe from the proceeds.

Mortgage lenders will only apply to court for repossession if you owe a serious amount of mortgage and haven't kept to an agreement to make payments.

If you have difficulty paying your service charges or mortgage please contact our Housing Manager who will be able to offer advice and assistance.

Section 8

Resident Consultation & Involvement

1. Consultation

Twice yearly meetings are held with leaseholders to discuss the budget, service charges and any issues affecting the scheme and the services that you receive. We will give you a minimum of 14 days notice of meetings and send any papers or documents to you at least 7 days in advance of a meeting.

Minutes of meetings will be sent to each leaseholder and any recognised residents' association.

The Association will consult leaseholders before making decisions about changes in management policy or practice that may affect leaseholders.

The Association will recognise and give specific rights of consultation to a residents' association that represents at least 51% of leaseholders.

Leaseholders will be consulted prior to any major repairs, improvements or before we enter into long term agreements for works or services. Details of the consultation process are included in the sections on repairs and maintenance, and service charges.

2. Resident Involvement

The Association is committed to the rights of residents' to be involved in the management of their homes. To do this the Association offers a choice of ways for residents' to get involved and have a say in how things are run and in planning for the future. These range from completing one off questionnaires to joining a focus group to becoming a member of the Association's Board.

For more details, please contact our Housing Manager.

3. Recognised Residents' Associations

In order to become a recognised Residents' Association you will need to meet the following criteria as detailed in the Landlord & Tenant Act 1985:

- There must be only one residents' association for the scheme
- At least 51% of eligible leaseholders must be members of the Residents' Association

If a residents' association meets these criteria then we will give them recognition for the purpose of consultation for service charges, major works and any other qualifying works or contracts. A recognised residents' association also has the legal right to appoint a qualified surveyor to advise on any service charge issue. The surveyor has legal rights of access to the landlord's documents and common parts of the premises.

If there isn't a residents' association at your scheme we can help you to set up and run one. We can provide advice, support and training as well as grant funding.

4. Complaints

The Association is committed to providing a quality service that meets the needs of our customers. However, sometimes things go wrong and when this happens we need to know about it to help us to improve our services.

We will deal with all complaints fairly and reasonably and we aim to resolve complaints as quickly and effectively as possible.

A complaint can be made verbally in person or by telephone, or in writing by letter, email, via our website or social media, from the complainant or someone acting on their behalf. All complaints will be treated confidentially and taken seriously. We will acknowledge a complaint within two working days and respond in full within 10 working days at the first stage, and within 20 working days at the second stage.

There are two stages to the Association's complaints

1st stage - if a customer is not satisfied by the response from their first point of contact then their complaint will be considered by a Senior Manager.

2nd stage - if a customer is dissatisfied with the response from the Senior Manager then their complaint will be considered by a Director.

If a customer is still dissatisfied with the outcome after exhausting the Association's complaints procedure then they may complain to the Housing Ombudsman Service. The Association will co-operate fully with any investigation carried out by the Ombudsman.

Housing Ombudsman Service
PO Box 152
Liverpool
L33 7WQ
Tel: 0300 111 3000

Email: info@housing-ombudsman.org.uk

Leaseholders can also apply to the First Tier Tribunal (Property Chambers) to resolve complaints about service charges and the terms of lease agreements that have been through all stages of our complaints process -

1st Floor

Piccadilly Exchange
2 Piccadilly Plaza
Manchester
M1 4AH

Email: rpnorthern@justice.gov.uk

Tel: 0161 237 949

If a policy or procedure is changed as a result of a complaint, the complainant will be informed and thanked for their help in improving our services.

The Association will consider claims for compensation from complaints who have suffered financial loss.

Copies of our complaints policy, procedure and complaint forms are freely available from the Association's offices and website.



Section 9

Policies & Service Standards

A number of key policies have been referred to from time to time in this handbook. A list of all the Association's policies that are relevant to residents is shown below. A full copy of any of these policies is available on our website or on request

- Anti-social Behaviour
- Asbestos Management
- Asset Management
- Complaints
- Customer Services
- Data protection, Access to Information and Document Retention
- Debt Recovery, bad debts & write offs
- Disabled adaptations
- Domestic Abuse
- Equality and Diversity
- Fire Safety
- Gas Safety
- Harassment and Hate Crime
- Health & safety
- Pets
- Procurement
- Recharges
- Repairs and Maintenance
- Resident Involvement
- Safeguarding Vulnerable Adults
- Service Charges
- Smoke Free
- Violence Against Staff
- Water Safety
- Whistleblowing



Section 10

Glossary

Arrears - any debts, including service charges, which remain unpaid

Breach - when an obligation in the lease is broken

Communal Areas - the parts of the building or estate that are shared with other residents, for example, main entrance, corridors and shared gardens.

Consultation - this is when we ask for your opinion. Where possible we will consult you if something affects your home or the services that we provide to you

Covenants - these are legally binding obligations and responsibilities of the leaseholder and the Association that are included in the lease

Demised premises - this is the part of the building that has been leased to you and is your responsibility. The extent of the premises is clearly outlined in red on the plan attached to your lease.

Exemptions and reservations - these are rights that we keep as your landlord

Home or property - a flat or bungalow including any private garden and outbuildings

Fixtures - you are responsible for these fittings in your home. The fittings include kitchen units, bathroom suite, light fittings and extractor fans.

Landlord/Lessor - this is Railway Housing Association, the organisation that owns the freehold of the property and grants the lease to you (the leaseholder). Throughout this handbook the landlord will be referred to as 'the Association'

Lease - this is a legal contract between the landlord and the leaseholder. It sets out the rights and responsibilities of both parties.

Leaseholder/Lessee - this is the person(s) who is granted the lease by the landlord and has the right to live in the property.

Service Charge - this is the payment made by the leaseholder for services provided the Association

Sinking Fund - this is a fund set up to budget for major expenditure, for example, replacement of window frames or central heating boilers. This should avoid leaseholders having to find large sums of money at short notice to meet such costs.

Information can be made available in other languages, or other formats such as Braille or Audio Tape, on request. Please ask a member of our staff for more information, or if you need any other help or advice. (They can arrange to speak to you in your own language if you need them to.)

L'information peut être rendue disponible dans d'autres langues, ou en d'autres formats tels que braille ou bande magnétique audio, sur demande. Veuillez demander à un membre de notre personnel pour plus d'information, ou si vous avez besoin de tout autre aide ou conseil. (ils peuvent organiser de vous parler en votre propre langue si vous avez besoin qu'ils le fassent.)

Bilgiler istenildi inde di_er dillerde de temin edilebilir ayrıca görme özürllülerin kullanabilece_i kabartma alfabesiyle veya Teyp kaseti _eklinde de hazırlanabilir. Daha fazla bilgi için veya herhangi bir konuda yardım ve tavsiye ye ihtiyacınız varsa lütfen görevli personelden birisiyle konu_unuz. (E_er ihtiyacınız varsa personelimiz sizinle kendi dilinizde konu_abilmek için bir tercüman ayarlayabilir).

نستطيع توفير المعلومات بلغات اخرى وصيغ اخرى مثل البريل (لفاقدى البصر) والشرائط الصوتية، حسب الطلب. يرجى الاستفسار من احد موظفينا للحصول على المزيد من المعلومات او للحصول على المساعدة او الارشاد. (يستطيع موظفونا توفير وسائل اخرى للتحدث معكم بلغتكم اذا احتجتكم الى ذلك.)

该资料已被翻译为其它的语言，也有诸如盲文或录音磁带的其它形式供选。请询问我们的职员以便获得进一步的资料、其它帮助或建议。(如果你有需要，他们可以安排用你自己的语言来和你交谈。)

در صورت درخواست ، اطلاعات به زبانهای دیگر در دسترس قرار خواهد گرفت و یا به هر شکل دیگر از قبیل خط برجسته و یا صدا. جهت دریافت اطلاعات بیشتر و یا دریافت راهنمایی و کمک، لطفاً از یک کارمند سوال کنید. (آنها میتوانند ترتیبی بدهند که در صورت لزوم با زبان خودتان با شما صحبت کنند.)

زانیاریانہ بہ زمانی خوتان دہ ست دہ کہ ویت، و یا بہ شیوہ کانی دیکہ، لہ وانہ بہ خہ تی گہ ورہ و یا بہ دہ نگ. نہ گہ ر پیویستت بہ زانیاری زورتر، یارمہ تی و یا ناموزگاری ہہ یہ، تکایہ پرسیار بکہ لہ یہ کیبک لہ کارمہ ندہ کان. (نہ وان کاریکی وادہ کہ ن کہ بہ زمانی خوت لہ گہ لتا قسہ بکہ ن.)

ਬੇਨਤੀ ਕਰਨ ਤੇ, ਜਾਣਕਾਰੀ ਦੂਸਰੀਆਂ ਬੋਲੀਆਂ, ਜਾਂ ਹੋਰ ਰੂਪਾਂ ਜਿਵੇਂ ਕਿ ਬਰੇਲ ਜਾਂ ਆਡੀਓ ਟੇਪ ਤੇ ਵੀ ਦਿੱਤੀ ਜਾ ਸਕਦੀ ਹੈ। ਹੋਰ ਜਾਣਕਾਰੀ ਵਾਸਤੇ, ਜਾਂ ਜੇਕਰ ਤੁਹਾਨੂੰ ਹੋਰ ਸਹਾਇਤਾ ਜਾਂ ਸਲਾਹ ਦੀ ਲੋੜ ਹੈ ਤਾਂ ਕ੍ਰਿਪਾ ਕਰਕੇ ਸਾਡੇ ਸਟਾਫ਼ ਦੇ ਕਿਸੇ ਮੈਂਬਰ ਨੂੰ ਪੁੱਛੋ। (ਜੇਕਰ ਤੁਸੀਂ ਚਾਹੁੰਦੇ ਹੋ ਤਾਂ ਉਹ ਤੁਹਾਡੇ ਨਾਲ ਤੁਹਾਡੀ ਆਪਣੀ ਬੋਲੀ ਵਿਚ ਗੱਲਬਾਤ ਕਰਨ ਦਾ ਪ੍ਰਬੰਧ ਕਰ ਸਕਦੇ ਹਨ।)

یہ معلومات گزارش کرنے پر دیگر زبانوں یا دیگر صورتوں، جیسا کہ، بریل (بھری ہوئی لکھائی، ٹیپوٹائپنگ) یا دیگر اشخاص کے پڑھنے کی لکھائی کی ایسی ڈی اور ٹیپ پر بھی فراہم کی جاسکتی ہیں۔ مزید معلومات یا اگر آپ کو کسی مدد یا مشورے کی ضرورت ہو، تو براہ مہربانی ہمارے عملے کے ممبر سے بات کریں۔ (اگر آپ کو ضرورت ہو تو وہ آپ سے اپنی زبان میں بات کرانے کا انتظام کر سکتے ہیں۔)

Contact us

Our office in Darlington, Maple House, 11 Tillage Green, Westpark, Darlington, DL2 2GL is open between 8.30 am and 4.30pm Monday to Friday.

Free phone: 0800 0287428 | Email: info@railwayha.co.uk

www.railwayha.co.uk

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Registered Social Landlord: A1855 | Registered Charity: 1188450
Member of the Housing Ombudsman Service

