

**Revised  
Leaseholder Handbook**

**(draft copy)**

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If you would like this to be translated or in any other format please contact Leasehold Services or Somer's Communications department on 01225 366040

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**Disclaimer**

The contents of this booklet are not legally binding and do not affect any lease or other legally binding document or arrangement. We have tried to ensure that the contents are accurate at the time of writing (August 2007), but cannot guarantee their accuracy. If you are in doubt or difficulty; if you are involved in a dispute; or if you need to know your rights; you should seek your own independent legal advice from a solicitor or other suitably qualified person.

The provisions in the shared ownership leases may differ to the guidance given in this handbook please contact Home Ownership for more details.

## **Section one**

### **Introduction**

This handbook contains useful information about your lease and how we, as landlord, manage the property you live in. We are committed to ensuring that all residents are given the opportunity to enjoy the advantages of home ownership.

We currently have approximately 800 leasehold properties with various types of leases, inherited from Wansdyke District Council and Bath and North East Somerset Council. During this time, changes in legislation and policies have resulted in changes to lease formats. This means that although the leases granted by us now follow a standard format, there can be variations. These variations affect how we charge you for services and repairs.

Leaseholders are responsible for the repair and maintenance of everything inside their home, unless specifically indicated otherwise. We are responsible for the structure, exterior and common parts (if any) of the building. Your lease requires you to pay your share of the costs of managing and maintaining the common parts of the building. We are also responsible for providing routine services such as cleaning and lighting of communal areas.

If your property is in a block on an estate, you must also contribute towards the management and maintenance of the communal estate areas.

Your lease also requires you to pay your share of the cost of any major repairs to your building and/or your estate.

Your responsibility as a leaseholder means that you have a legal duty to pay towards all management costs.

## **The Law**

There are several laws and acts of parliament protecting your rights as a leasehold tenant. If you are not sure about your rights, a solicitor can advise you or you can contact the Citizens Advice Bureau. The main acts of Parliament covering leasehold tenancies are:

- Housing Act 1985
- Landlord and Tenant Acts 1985 and 1987
- Leasehold Reform Housing and Urban Development Act 1993
- Housing Act 1996
- Commonhold and Leasehold Reform Act 2002
- Housing Act 2004

You can see copies of these acts at the main library or on the following website:

**Her Majesty's Stationery Office**

[www.hmsso.gov.uk](http://www.hmsso.gov.uk)

## **Information and the Data Protection Act**

You can ask to see any personal information that we hold about you on computer or paper file. To do this, you must make a data access request in writing. The Data Protection Act says that you have a right to see this information and to correct it or to register your disagreement. The act also says that we can charge you for providing the information. Please contact the Leasehold Management team for more details.

## **Confidentiality**

We will treat what we know about you and what you tell us as confidential. The basic rule for all our staff is that information about you should not be passed on to anyone else without your permission.

Some application forms say that we may pass on some information to other organisations for research or to prevent fraud.

## **Consultation and Provision of Information**

The Landlord and Tenant Act 1985 sets out specific requirements for consulting leaseholders and providing them with information relating to service charges. Therefore, we are required to provide estimates and invite comments on all major works proposed. The act also allows for the formal recognition of residents associations. We embrace involvement and consultation and actively encourage leaseholders to have their say in the way in which services are delivered.

To this end leaseholders have 3 places on Somer Residents Committee which considers district wide policy and strategy issues. There is also a leaseholder co optee on the board of Trustees, Somers governing body. The Trust also has a Resident Leaseholder Forum that meets regularly with Trust staff.

By making sure that customers are at the heart of the decision-making process, we can ensure that policies and procedures reflect the needs and aspirations of the people we serve.

Should you wish to join the Leaseholder Forum please contact Leasehold Services.

## **Equal Opportunities**

We are committed to a positive policy of equal opportunity in the delivery of our services. We are opposed to all forms of direct and indirect discrimination on the grounds of gender, ethnic or national origin, colour, religious beliefs, marital status, disability, social background, age, sexuality and against those living with HIV or AIDS. We actively work towards eliminating and preventing all such forms of discrimination.

## **Resident Involvement**

We believe that the involvement of leaseholders is the key to providing a good quality housing service. We are committed to working in partnership with leaseholders so that they may fully participate in our management, in the development of our policies and strategies, and in day-to-day service delivery matters.

There is a clear and meaningful structure in place to give leaseholders a voice and to get involved in our decision-making processes.

## **Comments and Complaints**

It is our policy to make sure that people who come into contact with us are valued as individuals and treated with dignity and respect. People who are concerned about the nature, availability, delivery or level of any service(s) provided by us, have the right to complain, and have that complaint taken seriously and for it to be fully investigated within as short a timescale as possible.

Please give us the opportunity to sort out your complaint in an informal way at first. If we can't sort out your complaint, you can complain formally by letter, by phone or by filling in a complaint form.

Our complaints procedure involves three stages and we ask people to follow the stages in sequence. The leaflet "How to make a comment or complaint" explains the procedure in detail. You can get a copy from any of our offices or by calling Leasehold Services.

A copy of our customer care charter can be obtained from Leasehold Services.

## **Ombudsman Services**

Under the provisions of the Housing Act 1996, complaints against a landlord/freeholder can be investigated by the Independent Housing Ombudsman Scheme. However the ombudsman service does not deal with the reasonableness of service charge costs, only the failure to supply services or the way in which the service charge is applied.

However, the ombudsman will expect you to have tried to resolve your complaint through our complaints procedure first.

## **Section 2**

### **Lease information**

#### **What is a lease?**

The lease is a legal agreement between the leaseholder and the landlord (Somerset Community Housing Trust). When you buy a flat or a maisonette from us, you purchase the leasehold interest and we keep the freehold interest. As the freeholder, we own the land on which the property is built and charge a ground rent (where applicable). The ground rent on properties sold through the Preserved Right to Buy and Right to Acquire rules is normally £10 per year.

The lease contains details of the property, including a site plan and floor plan identifying your home, the estate where your block is located, any garden or store and any other services provided. The lease will also explain your rights and obligations as well as ours.

## Common Terms in Leases

- **The leaseholder or lessee** is you (as the owner of the lease).
- **The landlord or lessor** is Somer Community Housing Trust (as the owner of the freehold).
- **The lease percentage** is the means by which your service charge contribution is assessed. The percentage for the block charge and, if appropriate, for any estate charge, represents the proportion of costs you will have to pay.
- **The demise premises** is the part of the block or house included in the lease which you have purchased, in other words the interior of your flat or maisonette. It is your responsibility to maintain this area, which includes:
  - The floor surface, including floorboards floor screed and balcony floors
  - The ceiling plaster or plasterboard
  - The wall plaster or plasterboard
  - The walls, excluding the exterior wall and walls dividing the property from other properties or common parts
  - Window glass (glazing)
  - All internal doors and door frames

- **The reserved property or common parts** means the parts of the block or house and the estate that are not included within the property you have purchased and which are not separately let to other owners or occupiers. It is our responsibility to repair and maintain these parts and you will have to contribute towards the cost of repairs, maintenance and cleaning.

Common parts include:

- Communal staircases, corridors and balconies
- Door entry systems
- Lifts
- Roofs, gutters and fascias
- Foundations
- External walls or walls dividing your property from another (but not the internal faces of walls within your home)
- External window frames
- Forecourts, drying areas or shared gardens within the estate areas

## **Types of lease**

### **Estate Block Lease**

This lease applies to flats in blocks on estates. It contains percentages for the interior and exterior of the building and also an estate percentage, which is used to calculate your service charges.

The internal and external percentage covers the cost of items such as block repairs, lift maintenance, communal cleaning and communal electricity.

The estate percentage covers costs such as garden maintenance, repairs to walls or fences, estate cleaning and the lighting of paths and grounds, as these relate to the estate as a whole.

Your service charges do not cover the costs of repairing and maintaining lighting on adopted public highways owned by the council. The council pays these costs and collects them through your council tax payments.

### **Non Estate Block Lease**

This lease applies to single blocks in residential areas. If you live in a single block, you only pay your share of the costs for the upkeep of the area surrounding and affecting your individual block. If you live in a private road owned by us and it is not a public highway adopted by the council you may have to contribute to the upkeep of the road, pathways and lighting.

Your service charge percentage will relate to the internal and external repairs and maintenance of your property.

### **125 Year lease**

If you bought your property with a 125 year lease, we are obliged to provide you with certain services and to charge you for those services. These are called annual service charges. In addition, you will be charged a monthly amount for your share in the costs of any major works or repairs to your block or estate. These are called sinking fund charges.

## **Section 3**

### **Your lease**

Leases for properties sold under the Right to Buy and Right to Acquire follow the provisions specified in the Housing Act 1985 and the Housing Act 2004. The lease is a legal document that sets out your rights, obligations and responsibilities as well as ours. Unlike the purchase of the freehold, you have purchased ownership of the property for a fixed period of time, as stated in your lease. Your solicitor should have explained the contents of your lease. Before the lease is granted, we will supply you with information about the charges you must pay during the first five-year period of the lease. This includes estimated service charges and improvement costs, together with the maximum contribution you will be expected to pay, subject to adjustments for inflation.

We have several different types of lease which reflect the different properties, the different legislation applicable at the time the lease started and the fact that our properties were previously owned by the relevant councils, each operating under separate leasehold policies.

Your lease contains your rights and responsibilities as well as ours. However, there are particular details that apply to all our leases and these are summarised below. Please consult your lease for further details, as the summary below is not exhaustive. A copy of your lease can be obtained from your conveyancing solicitor or from us. There may be a charge for this service.

- The rights and responsibilities of both the landlord and the leaseholder
- The collection and payment of service charges
- Assignment of the leasehold interest
- Consultation
- The landlord's right to forfeit the lease and recover possession of the property, in the event of breach of the lease by the leaseholder
- Repair and maintenance of the building and/or estate which includes the leaseholder's property.

## **Annual Service Charges**

The rights of leaseholders and the duties of their landlords/freeholder in relation to service charges are drawn together in the Landlord and Tenant Act 1985 and were extended by the Housing Act 1996.

Under Section 18 of the Landlord and Tenant Act 1985, a service charge is defined as:

“An amount payable by a relevant tenant of a dwelling as part of, or in addition to rent

“Which is payable directly or indirectly, for services, repairs, maintenance or insurance for the landlord’s costs of management.

The whole or part of which varies or may vary according to the relevant costs”

Under Section 20 of the Landlord and Tenant Act 1985, service charge costs must be for reasonable services or works and must be to a reasonable standard. A leaseholder can apply to have these matters determined by the Leasehold Valuation Tribunal.

Under Section 20 of the Landlord Act 1985, as amended by the Landlord and Tenant Act 1987 and The Commonhold and Leasehold Reform Act 2002, landlords must consult leaseholders about service charges.

Service charges pay for three areas of potential costs:

- The individual dwelling concerned
- The structure of the block which contains the dwelling and its common parts
- The estate or wider environment where the property is located

We will add an administration charge to all service and works invoices. The administration and management charges will be reviewed from time to time make sure they are reasonable and affordable, and that they reflect the actual cost of operating the service.

Your lease states when your service charges must be paid. However, it is possible to pay in monthly instalments by direct debit.

Your lease may also state that you will have to pay interest if you do not pay on time. However, we will not charge interest if you have made an arrangement to pay us and you do not fall into arrears. Leaseholders who have previously fallen into arrears may not be allowed to pay in instalments. If you paid by direct debit in the previous year, you will automatically receive instalment information with your invoice.

### **Service Charge Categories**

Your property may benefit from all or some of these services. We reserve the right to withdraw, amend or alter the services provided.

### **Block Repairs**

These are the costs of the day-to-day repairs. We are not responsible for repairs and maintenance inside your flat, although we may carry out emergency work to prevent a problem causing nuisance to other people or damage to the structure of the block. You will be charged for any emergency works.

### **Estate Repairs**

Estate repairs are carried out to communal parts of the 'estate' as defined in your lease. This may include the maintenance of footways, paths, estate roads, walls fences and railing.

### **Grounds Maintenance**

Ground maintenance includes grass cutting, maintenance of flowerbeds and litter picking.

### **Block Cleaning**

This is the cleaning of the internal common parts of the building. Block cleaning does not include weekly domestic refuse collection.

### **Estate Lighting**

The cost covers electricity charges for lighting estate footways, paths and grounds.

### **Block Electricity**

This charge is the cost for electricity serving the block.

### **Communal TV Aerial**

This charge is for a communal TV aerial at the property. This service will be charged for whether you use the aerial or not.

### **Lift Repairs**

This cost is for the servicing, inspection and any repairs carried out to the lift.

### **Management Expenses**

We have to recover all costs involved in managing leasehold properties. These include general expenses such as premises, salaries and office expenses. There are also costs which relate solely to leaseholders, such as the cost of sending out service charge invoices or dealing with leaseholders queries.

### **Buildings Insurance**

We (as freeholder and landlord) insure the building against loss or damage caused by a range of risks specified in comprehensive buildings policy insurance. **You are not required to take out your own buildings insurance.**

The sum insured (the 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 foundations, staircases and roofs, and is reviewed annually. Therefore you must tell us about any works you intend to carry out to your property, which may add to the sum insured (the cost of repairing or rebuilding the property if it were destroyed).

Your proportion of the sum insured is shown on the schedule you receive each year. If you need advice on the cover provided or want to make a claim in relation to your home, you can request a claim form by telephoning Zurich Municipal on 0870 2418050 or Leasehold Services on 01225 366091 or 366092.

Please note that unless the loss or damage has arisen as a result of one of the perils covered by the policy, it is unlikely that it will be covered. Before requesting a claim form, please check the Statement of Cover in the back of this handbook.

If you require an insurance schedule, which may be requested from time to time from your mortgage lender, please contact Leasehold Services on 01225 366091 or 01225 366092.

Our insurance policy does not cover the contents in your home. We strongly advise you to arrange insurance to cover your own contents.

As a general guide, anything that cannot be taken with you if you were to move home will be covered by buildings insurance, e.g. integral kitchen appliances, kitchen units or floor coverings fixed to the floor. Please contact the insurance company for clarification.

Damage caused to other flats or the structure of the block by water leaking from your flat is not covered by the buildings policy and you will have to pay.

### **Fire Equipment Repairs and Servicing**

This charge will cover regular servicing and repairs to all fire equipment including alarms, extinguishers and smoke detectors.

### **The Service Charge Invoices**

We are not able to say in advance how much we will spend on services in each financial year. Leaseholders are charged an **estimated** amount mainly based on the actual costs for the previous year.

At the end of each financial year we look at how much we spent and adjust your next service charge invoice. If we have spent more than estimated, you will be required to pay the difference in your next invoice. If we have spent less, your service charge account will be credited with the difference.

### **Balance owing from Previous Year**

If there is an outstanding amount on your account this will be shown on your invoice. Any balance due for major works will be invoiced separately. We will not add them together.

Your service charges are payable according to the terms of your lease. However, it is possible to pay by monthly instalments via direct debit.

If you paid by direct debit in the previous year, you will automatically receive instalment information with your invoice.

### **Maintenance/Major Works Programme/Sinking Fund**

#### **Maintenance to leasehold properties**

We are aware that an efficient and effective maintenance service is an important factor in customer satisfaction and essential for the proper management of our properties and maintenance of their value. We aim to provide a maintenance service that is efficient, of good quality and that meets properly our obligations to leaseholders.

Below is a guideline as to the frequency of cyclical maintenance undertaken on communal areas owned and managed by us:

<b>Cyclical works</b>	<b>Frequency</b>
External painting	Every 5 years
Electrical safety checks	Every 5 years
Decorating communal areas (internal)	Every 5 years
Total communal area refurbishment (including floor coverings)	Every 10 years
Stone cleaning for Georgian properties	Every 15 years

Following changes to the Gas Safety (Installation and Use) Regulations, leaseholders have a statutory, contractual obligation through their leases to have their gas appliances and associated pipe work inspected for safety every year. The results of these tests must be sent to the Leasehold Management Team.

Our in house contractor can service gas appliances at competitive rates. Please contact Leasehold Management Team for more details on 01225 366091 or 01225 366092.

**Please note:**

It is important to remember that all estimates contained in Section 125 Notices are only binding/valid for the first five years of the lease.

**Our Major Works Programme**

We also have a major works programme that will affect leaseholders.

Major works can include re-roofing, low maintenance fascias and gutters, replacing double-glazed windows, refurbishing non-traditional built property, refurbishing and rewiring communal areas, external redecoration and repairs (including stone cleaning and render painting where appropriate), radon gas checks and ventilation, lift refurbishment and other work to external areas.

Major works can take some time to complete. We will not usually know the actual costs of the works until the programme is complete. In the meantime, we will estimate the amount payable by each leaseholder.

In some circumstances you may wish to carry out the works yourself. This may be possible but please contact Leasehold Services on 01225 366091 for more information.

## **Major Works Consultation**

We will consult leaseholders about major works programmes for which they will be charged. We will give you a Section 20 Notice, with any early/pre-tender information about the works and how much they might cost.

The Commonhold and Leasehold Reform Act 2002, Section 151, introduced new requirements for the statutory consultation of leaseholders. It replaced the old statutory consultation procedure (Landlord and Tenant Act 1985, Section 20), but the title 'Section 20' is retained.

The law requires us to consult you before carrying out work over a certain value or entering into a long-term service agreement.

### **The new requirements are defined under two headings:**

Qualifying works

Qualifying long-term agreements

The main aim of the consultation process is to seek your views on the proposals. If we do not consult you in the correct manner, we are not allowed to charge more than the statutory minimum amounts, that is, £100 per leaseholder per year for a long-term contract, or £250 per leaseholder per year for works to the building.

### **Qualifying works**

These are the same works previously included within the old Section 20 requirements (that is, 'works on a building or any other premises') with the addition of improvement works.

### **Qualifying long-term agreements**

This is an entirely new concept. A qualifying long-term agreement is an agreement entered into by the landlord with a wholly independent organisation or contractor for a period of more than *12 months* after 31 October 2003. (Agreements before this are exempt.)

The exact consultation arrangements will depend on the type and scope of the work. For more details please contact Leasehold Services on 01225 366091 or contact the Lease Advisory Service on 020 7490 9580.

In the case of urgent works, such as a leaking roof, we may proceed with the repairs without giving notice and still charge you

for the works. In these cases we will consult you as far as possible and where necessary seek disbursement from the Leasehold Valuation Tribunal.

## **Sinking Fund**

A sinking fund is an account set up to accumulate funds to meet future anticipated expenditure. Sinking fund contributions are collected regularly to avoid the need to pay for major works unexpectedly. The sinking fund spreads the cost of repair or renewals over a longer timescale. Our sinking fund operates within a five-year cycle.

Your lease will specify if you have a compulsory sinking fund or not. All properties bought from us (The Trust) under the Right to Buy and Right to Acquire will have a compulsory sinking fund. The estimated cost of major programmed works is capped to schedule 2 and 3 estimates for the first five years. Other leaseholders will be offered the option to set up a voluntary Sinking Fund when they purchase. Please contact our Leasehold Management Team for further information. It is not possible to join the sinking fund for works once a section 20 notice has been issued.

Interest is calculated on a weighted monthly percentage resulting from the investment of the sinking fund. No interest is charged on debit sinking fund balances. Tax will be deducted from the interest earned as per Inland Revenue advice; you will be responsible for claiming this back if you are a non tax payer.

We send an annual statement to each fund holder. The year is from April to March and the statement will be issued by 30<sup>th</sup> June.

The principal requirements of a sinking fund are:

- That contributions should be reasonable. This means that they should be based upon real information about the property's condition and the life cycle of building components.
- The amount charged annually should be based on the expected cost of each item of major repair and renewal, divided by the number of years that will elapse before the work is carried out.
- Sinking funds should be scheme specific and not cover several estates or blocks, unless the works proposed are exactly the same.
- As the payments are collected before the work is completed, future charges must be adjusted if the actual cost of the work is less or more than the original estimate.

- We will normally tell you about programmed work at the beginning of each calendar year and through Section 20 notices. You will have an opportunity to comment on the proposed works during the consultation period.
- Contractors will be bound by our Code of Conduct, which was compiled with help from representatives of the Leaseholder Forum.

## **Your Rights**

Some rights are given by statute through Acts of Parliament; others are contractual rights contained within your lease.

Here is a brief summary of some of your rights:

- You have the right to stay in your home as long as you comply with the conditions set out in your lease and pay all the charges due.
- You have the right to live in peace and quiet.
- You have the right to be treated fairly and not be discriminated against.
- You have the right to see information held about you.
- You have the right to be told about issues relating to your service charge.
- You have the right to request a determination by the Leasehold Valuation Tribunal if you feel your service charge is unreasonable.
- You have the right to be consulted about major works involving your home.
- You have the right to purchase the freehold or extend the terms of your lease, subject to certain conditions.
- You have the right to refer any complaints against us to the Independent Housing Ombudsman.
- You have the right to see copies of invoices relating to your home for any works involved. Details of repairs undertaken to communal areas will be included with your service charge bill.

Please consult your lease for more details. Some of these points are discussed in more detail later.

## **Your obligations**

- To ensure that the property is not used for any purpose of an illegal, immoral, improper, unpleasant or noxious nature
- To be responsible for all damage caused by you or your family and visitors, to the property and for any breach of any of these conditions by your family or visitors
- To pay service charges on time.
- To pay water rates, council tax, gas and electric bills or other charges that are solely for your home.
- To keep in good repair the parts of your home for which you are responsible
- To allow us or our agents to access your home to inspect possible repairs or to carry out repairs, on parts of the property for which we are responsible, subject to giving reasonable notice.
- To allow your neighbours access to your flat if it is necessary for them to repair something that is wrong in their flat, subject to reasonable notice.
- To only use your home as a private residence and not for a business or trade.
- To get written permission from us before making any structural alterations to your home
- To not store any petrol, paraffin or bottled gas in your home or garage
- To pay our legal fees and expenses, if we have to take legal action against you to recover charges or because you have breached of any terms in your lease.
- To not allow behaviour in your home that may cause nuisance to your neighbours.
- To comply with the regulations made by us for the management of the block and estate.
- To not store materials in any of the communal areas, passageways or paths, which are to be kept clear at all times.
- To have any gas appliances checked annually.

## **Our Obligations**

- To manage the common parts of the property/block in a proper manner.
- To keep in good repair the parts of the property/block for which we are responsible.
- To keep clean and adequately light the common parts of the property/block.
- To decorate any common parts.
- To not interfere with your right to live peacefully in your home.
- To maintain and repair any clothes drying apparatus or area, if we have provided one.

## **Payment Methods and Advice**

We aim to make it as easy and convenient as possible for you to pay your service charges, ground rent and sinking finds

- **By Post** - You can send a cheque payable to 'Somerset Community Housing Trust'. Please remember to put your name and account number on the back of the cheque.
- **Standing Order** – If you have a bank account, you can pay direct from your bank. Contact us and we will send you a form to fill in and return to your bank. If the amount changes, you will have to contact your bank to change the amount they send to us.
- **Direct Debit** – If you have a bank account, you can pay direct from your bank. Once a Direct Debit is set up we can amend the direct debit if the amount you have to pay changes but we will always notify you of any changes in advance.
- **Paypoint** – You can pay by cash using your swipe card at any shop or garage displaying the Paypoint sign. You must show your payment card and you will be given a receipt.
- **Internet and Telephone** – You can pay via your Allpay swipe card over the internet or telephone, please request a card from leasehold Services.

- **Post office** – You can pay at any post office by showing your plastic swipe card with your payment. You will be given a receipt each time you make a payment.

Payment of ground rent, annual service charges and sinking fund contributions are due within twenty one days, unless you arrange to pay monthly by Direct Debit.

If you do not have a plastic swipe card and would like one, please contact Leasehold Services on 01225 366091 or 01225 366092.

### **Financial Difficulties**

If you are experiencing difficulties paying contact us as soon as possible to discuss the situation.

We will try to help leaseholders who are experiencing financial difficulties. Each case is considered individually

However, your home could be at risk if you do not take prompt and reasonable steps to clear the debt.

If you have made every effort to clear the debt, borrow the money, and are still in financial difficulty, we will consider allowing you a longer period to pay. This is wholly at our discretion. We will charge interest on outstanding balances at the base rate plus 5%, calculated daily and added each month. Any payment terms agreed may be secured by a charge against the property.

### **Assistance from Social Security**

In some, specific cases you may be able to get assistance for certain specific works from the Benefits Agency. Contact your local Social Security Officer for details regarding eligibility. Grants are also available for certain works from local authorities.

In exceptional circumstances, if you receive income support, we may allow you to defer repayment of the debt for an agreed period. We will charge interest at 5% above base rate and must be paid monthly. We will take a charge against the property and the debt will be paid out of the proceeds of the property when sold.

### **A private loan**

You can apply to your bank or building society, or other lenders, for a personal unsecured loan to cover the costs of major works. Unsecured loans do not involve a mortgage, so your home is not directly at risk if you do not maintain the payments. But interest

charges are generally much higher than a mortgage, so you should check carefully the level of interest and other costs you will be charged, whether you can afford all the payments, and what further costs or penalties may apply if you cannot do so.

### **Extending Your Mortgage**

You may be able to apply for an extension of your existing mortgage, but you will need to speak to your mortgage lender about this.

### **Please note**

If you do not keep to any agreement to clear the debt, or we are unable to recover the debt from your mortgagee, we can repossess and sell the property.

Some leaseholders are obliged to pay ground rent; debts regarding this will be processed through the Small Claims Court. But, as non-payment of ground rent is a breach of the lease, we can use the same methods previously described to recover the debt.

## **Leasehold Valuation Tribunal**

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

A Leasehold Valuation Tribunal 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, a surveyor and a layperson.

The County Court no longer has the power to deal with an application to determine whether service charges are reasonable or not. This role is now undertaken by an LVT. We 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.

We can also ask the LVT to determine the reasonableness of charges for proposed works and you can do the same.

An LVT can determine reasonableness for charges such as:

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

For further information contact:

Leasehold Valuation Tribunal

Southern Office

1<sup>st</sup> Floor  
Midland House  
1 Market Avenue  
Chichester  
PO19 1PJ

Tel 0845 1002617

## **Section four**

### **General Information**

#### **Terms and Conditions**

We are obliged to repair and maintain the structure and exterior of your property and any services and installations to the block. We are also responsible for providing routine services, such as cleaning and lighting the communal areas.

#### **Alterations to your home**

You are responsible for the interior of your flat, including fixtures and fittings. You may carry out, without our consent any repairs, decoration or general non-structural improvements.

You will require written permission from us to:

- Carry out alterations or improvements to the structure of your property (including windows and doors)
- Install a new kitchen or bathroom.
- Fit aerials or satellite dishes
- Erect garden walls or fencing

Please send your request in writing to Leasehold Services. You will need to say exactly what you want to do and include a drawing or plan. There is a charge of £50 plus VAT i.e. £58.25 for processing the consent application. Retrospective consent is £100 plus VAT i.e. £117.50

A surveyor may need to visit your home to see what you intend to do before we can make a decision.

If we refuse permission, it will be for a good reason. If you go ahead with the work after we have refused permission you will be in breach of your lease.

The permission we give you is not the same as planning permission. You are responsible for any necessary planning permission or building regulations approval. We will normally make it a condition that you do this when we give you our permission for the work.

If you do something without permission, we have the right to put things back as they were and charge you for it.

### **Varying your lease**

The terms and conditions of your lease can only be varied if the changes are agreed by you and us or determined by the Leasehold Valuation Tribunal.

### **The Right to Manage**

The Common and Leasehold Reform Act 2002 provides a right for leaseholders to force the transfer of the landlord's management functions to a special company set up by them – the right to manage company.

For further advice on the Right to Manage, please contact Leasehold Services for general advice or

The Leasehold Advisory Service  
70 – 74 City Rd  
London ECY1 2BJ

Tel: 0845 345 1993

Fax: 020 7253 2043

Email: [info@lease-advise.org](mailto:info@lease-advise.org)

Website: [www.lease-advice.org](http://www.lease-advice.org)

### **Enfranchisement – Buying the Freehold**

Some long leaseholders of flats may 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 they manage their block and take over our responsibilities.

We will assist qualifying leaseholders, who want to collectively purchase the freehold of their block, in cases which meet our policy and the legislative requirements for enfranchisement. Some aspects of this are complex and you should contact us to establish whether you qualify.

## **Renewing your lease**

You may have the right to renew your lease. A new lease may add another ninety years to the time left to run on the existing lease.

More information about purchasing the freehold and renewing your lease can be found in the booklet **Leasehold flats – Your right to buy the freehold of your building or renew your lease**. For further information and advice please contact our Right to Buy Department.

## **Selling your property (assignment of lease)**

You are free to sell your property at any time. When you 'sell' the lease it is not actually ended but is 'assigned' to a new leaseholder.

If you wish to sell your property we will, on written request, provide you or your solicitor with any relevant information. There is a charge for this service. When requesting information, you should give us as much notice as possible.

When your lease is assigned, all service charge arrears, including deferred loans, must be cleared on completion of the sale. We will not be party to the apportionment of outstanding service charges between leaseholders and purchasers. It is your responsibility to ensure that your solicitor resolves this and having done so, retains sufficient money for charges not yet billed.

It is also your responsibility when selling the property to negotiate any credit balance on the sinking fund account as part of the sale. We can not give refunds as the money is held in trust to carry out major works to the property.

It is your responsibility to tell us that you have sold the lease on your property no later than one month after the sale.

## Repayments of Discounts on Right to Buy/Right to Acquire Leases

When you purchased your lease direct from us at a discount, we will have told you that if you were to sell your property within the first three years or within the first five years (depending on when you applied for the Right to Buy or Right to Acquire), you would have to repay some or all of the discount. The sum is usually repaid from the proceeds of the sale. The proportion of the discount which you would have to pay on resale would be as follows.

### If you applied for the Right to Buy/Right to Acquire before 18<sup>th</sup> January 2005:

Time Scale	Discount to be repaid
Sold within 1st year	the whole amount of discount
Sold within 2nd year	two thirds of the discount
Sold within 3rd year	one third of the discount
Sold after 3rd year	nothing to repay

### If you applied for the Right to Buy/Right to Acquire on or after 18<sup>th</sup> January 2005:

Time Scale	Discount to be repaid
Sold within 1 <sup>st</sup> year	100% the whole amount discount
Sold within 2 <sup>nd</sup> year	80% of the discount
Sold within 3 <sup>rd</sup> year	60% of the discount
Sold within 4 <sup>th</sup> year	40% of the discount
Sold within 5 <sup>th</sup> year	20% of the discount
Sold after 5 <sup>th</sup> year	nothing to repay

**In addition, the amount of discount to be repaid if you sell within five years of purchase will be a percentage of the resale value of the property, disregarding the value of any improvements. This only affects RTB/RTA applications received on or after 18<sup>th</sup> January 2005.**

## **Right of first refusal**

If you applied to purchase your home under the Right to Buy/Right to acquire scheme on or after 18<sup>th</sup> January 2005 and you wish to sell it within 10 years, you will be required to offer it either to your former landlord or to another social landlord in your area at full market value. The market value must be agreed between you or, if you are unable to agree, will be determined by the District Valuer (the Government will pay the costs of employing a District Valuer). If your offer has not been accepted within eight weeks, you will be free to sell the property on the open market.

Please contact our Right to Buy Department for further information.

## **Sub-letting**

In general, you may sub-let your property. However, you must notify Leasehold Services of your forwarding address for correspondence and contact phone number in case we need to contact you urgently.

The property must be let as a single private residence.

If you have a mortgage, you will need to obtain permission from your mortgage lender to sub-let your property.

If you sub-let your property, you are responsible for making sure that it is used in a reasonable and neighbourly manner as set out in your lease agreement. You will be responsible for the behaviour of your sub-tenants and must make sure that they do not cause nuisance to neighbours.

**However shared owners are prohibited from sub letting their properties.**

## **Losing your home by forfeiture or repossession**

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

### **Forfeiture**

Forfeiture is where we apply to the court to end your lease because you have broken the lease conditions. This could happen if:

- you do not pay your service charges; or
- you cause nuisance and harassment to your neighbours

If the court decides that you have seriously broken the terms of your lease it may end the lease and give us possession of your property. You would lose your home and would not usually get any payment or compensation.

Forfeiture is a drastic action. As a responsible landlord, we only use it when we have to, to protect our interest, our tenants and other leaseholders. With overdue service charges, we will always try to help people who have genuine financial problems, before applying for forfeiture. For unpaid service charges we would have to satisfy a Leasehold Valuation Tribunal that the charges were reasonable and that you had made no attempt to pay them.

## **Repossession by a mortgage lender**

If you have taken out a mortgage to buy your lease, your mortgage lender has a 'legal charge' on your home. This means they can apply to the courts for repossession if you do not pay your mortgage. If the courts grant them possession, they have the right to evict you, sell your lease and take what you owe them out of the proceeds. They must give you anything which is left over, unless someone else (such as us, your landlord) also has a legal charge on the property for money which is owed to them.

If you have problems paying your mortgage or service charges ask someone for help. Do not leave it until you are about to be evicted. We will always try to make arrangements over service charges and mortgage lenders will always discuss terms for making mortgage payments.

**Visit the Citizen's Advice Bureau and ask for advice if you think you are at risk of losing your home. Do not leave it until it is too late!**

## **Repairs and maintenance to your building and communal shared areas**

We have a duty as a landlord to keep the building, communal areas and estates in good order. As a leaseholder you share the responsibility for looking after these areas with us.

### Reporting repairs

We want to provide a good repairs service. Please help us by reporting repairs quickly and preventing further damage.

You can report repairs by:

- phoning our dedicated repairs line on 01225 366111;
- writing to us at The Maltings, River Place, Lower Bristol Road, Bath, BA2 1EP;
- by emailing us at [repairs@somer.org.uk](mailto:repairs@somer.org.uk);
- by using a reporting repairs form on our website [www.somer.org.uk/trust](http://www.somer.org.uk/trust)
- by calling into any one of our local service centres or our Maltings office.

When reporting a repair, we will need to know:

- your name, address and telephone number
- a description of the repair required; and
- if someone can meet our repair person on site

The repair staff will carry identity cards and will normally arrive in one of our vans

We also employ external contractors for improvement works to our properties; these contractors will also carry identity cards. If you have queries regarding the legitimacy of any identification card, please contact the Leasehold Management Team.

## **Homeplus**

Homeplus is a reward scheme from Somer Community Housing Trust.

It is open to all leaseholders and is our way of saying thank you to residents who keep within the terms of their lease and a way of showing you how we value you as a customer.

It is easy to become a member of homeplus. All you need to do is ask member of staff for an application form, pop into one of our local offices or call our homeplus hotline on (01225) 366366. Or e-mail us via our website at [somer.org.uk](http://somer.org.uk) – look for the homeplus page.

Once you have been accepted on to the scheme you will receive a welcome pack with details of all the rewards on offer.

### Membership rules

There are a few simple conditions that must be met in order to join homeplus:

- All members must have a clear service charge and sinking fund account or if you have arrears, have kept to an agreed repayment plan for 12 weeks
- All members must be complying with the terms of their lease.

The range of benefits that you receive once you are a member of Homeplus varies but includes the following;

Competitions offering you the chance to win great prizes such as days out for the family at local attractions

Insurance services, as a member of homeplus you can join our low cost contacts insurance scheme with benefits such as weekly payments and nil excess.

Home improvement services, you can approach us for a quote to carry out works which are over and above our repair obligations, such as laying a patio, re-hanging new doors or putting a light in your loft.

Discounts, you would receive a regular discount booklet offering discounts and savings at local and national stores.

For more information, please contact homeplus 01225 366366

### **Home contents insurance**

We strongly recommend that you take out contents insurance cover to protect your belongings.

We can introduce you to special, affordable contents insurance for leaseholders through an independent insurance company. To qualify for this service, you will need to become a member of Home-plus. For more information please contact us

### **Keys**

If you live in a flat with a communal shared door, this door will be part of a security key system and we can order you extra keys if they are required. We will charge you for additional keys.

### **Adaptations for people with disabilities**

You may find that your home becomes difficult to manage because you are elderly or you or someone in your home has a disability.

Please contact an occupational therapist to visit you and give you advice on suitable equipment and ways of meeting the cost. If you are required to make alterations in the communal parts to help with your disability, consent will be required from us.

### **Television aerials and satellite dishes**

Wherever possible, you should use an indoor aerial or one inside the loft or roof space. If you need an outside aerial, talk to Leasehold Services about how and where it can be fixed.

Most blocks of flats will have a shared aerial fitted.

You must not put up your own satellite dish without permission from us and or the local authority.

## **Working from home**

Many people occasionally work from home, and some people run a full-time business from their home.

You are entitled to your privacy and we would like you to have the freedom to do, as you like within the conditions of your lease, as long as the property is used mainly as a home.

If you plan to work from home, please talk to us first to explain what you want to do and get our permission in writing first. We will be able to assess whether your work is likely to cause any problems with your neighbours. We can also tell you if you need to get planning approval, in which case you will need to apply to the council's planning department.

Please remember that we do not allow any advertisements on the property, and you should not place any adverts in the newspapers, Yellow Pages or similar.

We will have to investigate any complaints from your neighbours about noise levels or disturbance because of an increase in visitors or traffic to your home. If we consider the complaint is fair, we will withdraw our permission and you will have to stop working from home.

## **Keeping pets**

You must keep under proper control and order at all times all animals, birds or reptiles kept on the demised premises. You must not keep any animal that is unsuitable for this type of property and should not have more than one dog. If you live in a flat or maisonette which leads into a corridor, shared area or other shared walkways, you should be aware of the effect your pets have on neighbours.

If you have a problem with your neighbour's pet, try to speak to your neighbour. Contact us if the problem continues.

If it is a stray dog causing a nuisance, contact the dog warden at the local council.

## **Dog mess**

If you have a dog, please make sure that you clear up any mess and get rid of it appropriately.

Do not let dogs foul on your estate, causing a nuisance to the general community.

### **Pest control**

Please do all you can to stop rubbish building up in your garden and around your home because this can lead to pests such as rats and mice invading your home.

We are not normally responsible for dealing with pest problems in the property, including wasps' nests. If you suspect you have a problem with pests, please contact the environmental health department at the local Council who will give you advice and help to deal with this.

Our experience is that councils may make a small charge for this service, depending on the nature of the problem.

## **Section five**

### **Living on your estate**

**Working together and being considerate can help to achieve a safer and pleasant place to live**

### **Gardens (if you have a garden)**

It is your responsibility to keep your own garden tidy and free of rubbish, and to regularly maintain it including cutting grass and looking after hedges and shrubs.

Any trees you plant are your responsibility. Please do not plant fast-growing conifers.

### **Open spaces**

We may own some of the open spaces around your home and the local council may own some. We will maintain the areas that we own regularly, and the council will maintain the areas that they own. The Trust will charge for maintaining the areas that they own within your service charges. If you need more details, please contact us.

### **Play areas**

Some estates have play areas with equipment, but parents are responsible for supervising their children. Please encourage your children to use these areas sensibly as any damaged equipment must be taken out of use.

We own and maintain some of the play areas, and the local council own and maintain others. Please see contact numbers at the back of this handbook.

## **Parking**

Always use the authorised areas for parking your vehicles. Parking in the wrong place may cause problems for emergency services, refuse collectors or visitors.

You can only park your car in your garden if there is a proper car-parking space. It is illegal to drive a motor vehicle across a footpath or verge without the kerb being dropped. You can only lower kerbs with our permission and that of the local authority.

You must not park any vehicle on paths or shared grassed areas on our estates.

We will ask the council to tow away any untaxed and abandoned vehicles on our land and they will charge the owner the cost of doing this.

## **Parking of caravans and boats**

You should not park large vehicles, caravans or boats, on any of our parking areas.

You should not park caravans and boats in front of your home as this is a breach of your lease.

## **Repairing cars and other vehicles**

You are not allowed to carry out repairs to any vehicle anywhere on your estate, shared car parks, on roads, drives, footpaths and other shared areas. We appreciate that you may need to carry out minor car repairs to your own vehicle when it is parked on your property, but please make sure that this is not on a regular basis and does not disturb your neighbours.

## **Garages**

We have garages available for rent on a number of our estates. Please contact us for more information.

## **Household rubbish**

You should store household rubbish carefully and safely. You should not put large items of household rubbish in gardens or shared areas. In the interests of hygiene, you should put it out for collection in the appropriate bags on the day the refuse collectors are due.

Please contact your local council to see if they provide a dustbin or whether you will need to get one yourself. Please wrap all your rubbish carefully or use bin bags tied at the top. You should carefully wrap broken glass and sharp objects before you put them out as rubbish.

For large items of furniture, the local council may offer a collection service (there may be a charge). Please do not dump large items outside your property, or in and around shared areas, as this can be unsightly and dangerous and is illegal.

Bath and North East Somerset Council offer a free collection and disposal service for fridges and freezers.

Please follow these guidelines.

- Shared bin stores should be kept clean and tidy, with all rubbish wrapped and placed inside the bins.
- You should not leave bulky rubbish in the bin areas.
- Never leave rubbish in the shared areas (i.e. stairways and entrances)
- Never throw rubbish or any other items from windows or balconies.

Along with the council and the Environment Agency, we will take action against anyone caught dumping rubbish, under the Environmental Protection Act 1990. The maximum fine is £2,500.

## **Recycling**

Some estates have recycling facilities. Please use them if your estate has them. Local councils also have a wide range of doorstep and depot recycling. Please contact your local council for more information.

## **Door-entry systems**

All flats with a shared entrance have a door-entry system to improve security. They will only be secure if you close the door properly when you enter or leave the building.

Do not let anyone in unless they are visiting you and you know why they have called. Keep the shared doors secure at all times and never prop doors open, even if it's just for a short time.

## **Shared stairways and entrances**

Please make sure that any shared stairways, entrances and landings are not blocked with personal belongings such as bicycles, pushchairs or discarded items such as old fridges and armchairs.

You must not keep motorised scooters and wheelchairs in shared halls **without asking us first**.

Under no circumstances should you keep any petrol operated vehicles or machinery in any communal area.

## **Cleaning**

We are responsible for cleaning many of the shared areas of flats and maisonettes, such as the stairways and entrance hallways. We employ contract cleaners to carry out this work, and our own estate officers monitor the cleaning to make sure that it is carried out well.

The cost of this service is included in your service charge.

## **Living with other people**

### **Getting on with your neighbours**

We all want to enjoy our home and surroundings in the way that suits us. But often we have different ideas of what is acceptable behaviour. One person's enjoyment of music can be another's unbearable noise. Keen gardeners can be upset by a neighbour's total lack of gardening interest. Often we have to accept that we need to live together and accept differences in lifestyle.

We hope that you enjoy your home and don't have any problems, but there are times when a neighbour's behaviour can cause great distress and action needs to be taken.

### **Problems with neighbours**

If you are having problems with a neighbour, maybe because they are playing their music too loudly, or arguing and slamming doors, please try and follow these suggestions.

- Try to speak to them calmly and politely to tell them that they are causing you some difficulties. Your neighbour may not be aware that they are causing a nuisance and you may be able to sort everything in a friendly way.
- If this is not successful you should contact us, and we can provide advice and explain what we may be able to do to help sort out the problem. We may also be able to put you in touch with other agencies that may be able to help, such as the police or Environmental Health.

If a problem is serious or persistent, we will work with you and other agencies to tackle the problem and will consider a range of legal solutions that we may be able to take to solve the problem.

## **Harassment**

Harassment is intimidating a person or group because of who they are their race, colour, religion, sex, disability or sexuality.

We do not accept any type of harassment. If you are a victim of what you believe is a racially motivated or any other type of harassment, you should report this to us as soon as possible.

We will treat anything you report in strict confidence. We will support you as much as possible and will not take any action without your agreement.

## **Domestic violence**

If you are experiencing any form of domestic violence, we may be able to help. Please contact us for more advice.

## **Help and advice**

We have produced several advice leaflets that provide information on what you can do if you are experiencing problems with a neighbour, racial harassment or domestic violence, and the action that we may be able to take. Please contact us if you would like a copy of any of these leaflets.

Anti-social behaviour ranges from serious, criminal activity such as selling drugs, to smaller issues such as loud music or playing ball games close to someone's home. If you are experiencing any form of anti-social behaviour please contact us and we will try to do what we can to help.

You can also help to prevent problems from arising by following some simple advice.

- Keep noise from a radio, a hi-fi, a TV, domestic cleaning or DIY activities at acceptable levels.
- Do not put equipment against shared walls place it on a rubber mat or carpet to reduce the vibration.
- Show consideration for your neighbours and the community in which you live.

If you would like further information on how we tackle anti social behaviour please contact us and we can provide information on our policies and procedures.

## **Section six**

### **Getting involved**

We want to continually improve the quality of the services we provide. We know the best way to do this is to find out what you think and respond to your ideas.

We will keep you up to date by sending you Somer Times, our resident newsletter four times a year. We will also invite you to **leasehold Forum meetings**, which are held 5 times a year and the annual leaseholder general meeting . We will also send you information through the post. All leaseholders are welcome to these meetings as observers.

You can let us know what you think about our services by:

- talking to staff;
- talking to your leaseholder representative;
- filling in questionnaires;
- attending leasehold forum meetings

If you need support to get involved, just let us know and we can help.

### **Join a local resident or community group**

Many local groups meet regularly to talk about their neighbourhood and take action on things they would like to see improved. Please contact us for further information.

### **Become a leaseholder representative**

As a leaseholder representative you meet regularly with other leaseholders and staff to share information about services and general ideas. We will help with travel and childcare costs to help you go to the meetings.

### **Somer Residents' Committee**

Any vacancy for the Somer Residents committee will be advertised in the Somer Times. One place is automatically allocated to the chair of the Resident Leaseholder Forum. This committee meets to discuss our strategy and policies.

### **Become a board member**

**A vacancy for the co optee leaseholder board member will be advertised in the Somer Times, with advice on how to apply for the position.**

## **Section seven**

### **Safety and Security**

#### **Electrical Safety:**

- Switch off appliances when not in use and remove plugs from the supply socket especially when going to bed
- Use plugs than conform to British standard 1363 or 1363A. Make sure they are wired properly and are fitted with the correct fuse –

Clock, Radio, Table Lamp, Black and White TV - 3amp

Colour TV, Electric Drill, Food Mixer, Hair Dryer  
Iron, Vacuum Cleaner - 5amp

Electric fire, Kettle, Toaster, Washing Machine - 13amp

Remember to use the same level of amp when changing a fuse. We strongly recommend that you seek the advice of a qualified electrician if you are in any doubt.

#### **Gas Safety – if you smell gas you should:**

- Extinguish cigarettes, not use matches or naked flames and avoid using electrical switches (including light switches)
- Open doors and windows to allow the gas to escape
- Check that your gas cooker has not been left on or a burner or your pilot light has blown out.

Turn off your whole supply and contact your Transco if you think there is a gas leak and leave the building.

Make sure that your gas appliances have annual servicing and safety checks

## **Fire Safety**

### **DO:**

- Make sure matches, cigarettes, cigars, pipes etc are fully extinguished before emptying ashtrays.
- Keep doors and windows closed (especially at night) to prevent fire spreading
- Opt for flameproof furnishings (and clothing) as much as possible
- Store flammable items safely and keep them away from children
- Carry out regular checks on your own smoke detectors (including putting in new batteries) and other fire prevention/fighting equipment.
- Follow safety instructions on your appliances
- Follow safety notices telling you what to do in case of fire if you live in a block of flats with a lift.

### **DON'T:**

- Put wet or damp clothing to dry around unguarded fires or electric heaters
- Leave dishes with hot oil unattended e.g. chip pans
- Hang paper or decorations around light fittings or lamp bulbs
- Overload electrical sockets

### **IN CASE OF FIRE:**

Call the Fire service (telephone 999) and give your exact address

Get yourself out and where possible warn other people in the building

NEVER use water on an electrical, fat, oil or spirit fire. If an appliance is on fire (e.g. heater or oven) switch off the gas or electric supply if you can and smother with a blanket.

## **Security**

DO:

- Close and secure all doors and windows when you go out
- Check the identity of people who call at your home. Don't let anyone in unless you know them or have seen proof of their identity
- Cancel milk, newspapers etc when you go away
- Contact the Post Office concerning your mail if you are going away for a long period of time.
- If possible use timer switches to turn on lamps/lights when you are away, to make it look as if someone is at home.

DON'T:

- Leave your key under the doormat or hanging from a piece of string behind the letterbox
- Leave your curtains drawn during the daytime
- Leave notes for callers saying you are out and what time you will be in

