

Unlocking the potential  
of people and places



# Residents' handbook

for Southern Housing Group home owners



# Your residents' handbook

This handbook has been produced to give you the information you need as the leaseholder or freeholder of a property which has been sold under schemes such as the tenant's Right to Buy, the Right to Acquire and the Voluntary Purchase Grant. If you are just moving in, we hope that you will be happy with your new home. If you are buying a home you used to rent, we hope you enjoy becoming a home owner.

The handbook explains in detail some of the matters in your lease or transfer and tells you about the service you can expect from our staff. We hope you will find it useful. If there are any changes in Southern Housing Group policy, or in legislation, which affect you, we will send you additional information.

If you are unable to find the answer to your query in this handbook, please contact the Service Centre, who will be happy to help.

If you have any difficulty in understanding this handbook, or any information or letter we send to you, please call the Service Centre for help. We will do our best to bring in an interpreter or arrange for a letter or document to be translated where needed. We will also make arrangements to help if you have sight or hearing difficulties.

If you have any comments on the handbook or the information it contains, please let us know.

## About us

Southern Housing Group Ltd is a non-profit-making housing association, governed by an independent board whose members work together to provide high quality, affordable homes for a wide range of people.

The Group is based mainly in London and the south of England, and manages over 24,000 homes. We are one of the largest providers of low-cost homes in the area and have been providing affordable housing for more than 100 years. As an organisation established to provide and manage social housing, we are committed to meeting local housing needs and to making a positive contribution to local communities.



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# Your home with Southern Housing Group

## Who to contact

If you have a query or need help with any aspect of your housing, please phone the Service Centre, which is open from 8am to 8pm, Monday to Friday, excluding bank holidays. You will find our contact details on page 24.

If you need to talk to someone about local services, call the Service Centre and leave a message for your resident services team. There are more details about our services on our website at [www.shgroup.org.uk](http://www.shgroup.org.uk)

## Our aims

We aim to:

- provide a choice of good quality homes for people who wish to become home owners
- provide a cost-effective and efficient service to owners – we are a non-profit-making organisation and aim only to cover our costs
- work in partnership with local authorities to meet local housing needs.

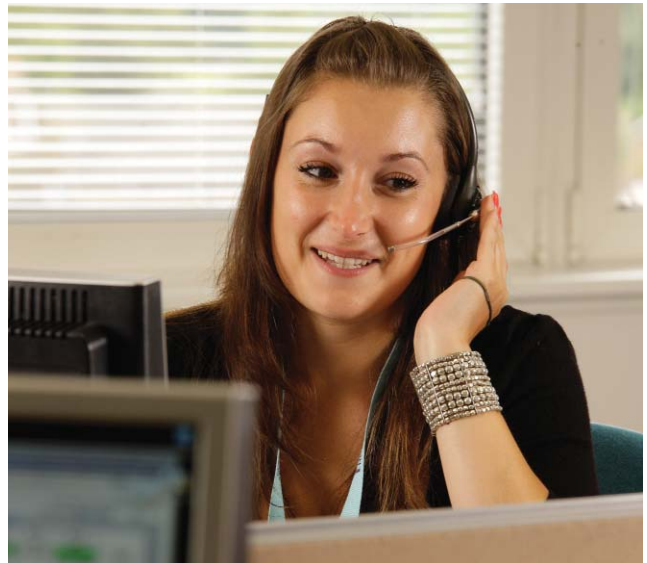
We are committed to:

- providing a high quality service
- the provision of day-to-day services through local staff and contractors
- assisting leaseholders to form residents' associations
- formally advising you about your responsibilities, rights and obligations as a home owner, with reference to the Commonhold and Leasehold Reform Act of 2002, and the Landlord and Tenant Acts of 1985 and 1987.

## Our service standards

Southern Housing Group's service standards for 2009-2012 set out the standards of service all our residents can expect from us. The standards that apply to our home owners include:

- **Access and customer care:** Making sure our customers have equal access to our services. Our standards for handling your enquiries and complaints, and responding to your letters and



emails. Our commitment to consulting and informing you about our work.

- **Managing where you live:** The upkeep of your scheme and our handling of anti-social behaviour.
- **Repairs and maintenance:** Our standards when we undertake any repairs and maintenance that are our responsibility.
- **Paying your rent and service charge:** What you can expect from our income collection service.
- **Home ownership:** Our standards when you apply to buy, sell or remortgage your home, buy or sell shares in your home or apply for a lease extension.
- **Complaints:** We will provide a clear procedure for complaints and put things right as quickly as possible when they go wrong.
- **Accessibility:** We will ensure leaseholders receive a friendly and helpful response and we will publish office opening hours, as well as providing arrangements for contact out of office hours in case of emergency.
- **Confidentiality:** We will ensure that all personal information provided to us is kept confidential and used only for the purpose for which it was provided.

For a full copy of our service standards, call the Service Centre or go to our website at [www.shgroup.org.uk](http://www.shgroup.org.uk)

## Equality and diversity

We aim to promote equality of opportunity in all aspects of our work, including the provision of services, and we design our policies and procedures to meet this aim.

This means that no person, or group of people, will be treated less favourably because of their race, colour, ethnic or national origin, or because of their religion, sex, sexual orientation, disability, HIV status, marital status or age.

When you buy a home from us, we ask you to identify your ethnic origin and any disability, so that we can check whether our equality and diversity work is successful. The information you give us is treated as confidential.

If you have any comments on the fairness of our policies, we will be pleased to hear from you.

## Newsletters

Three times a year, we send a newsletter to all our tenants and leaseholders. Open Door contains up-to-date information about matters that may affect you. We also include information about changes in the law and welfare benefits legislation.

We welcome contributions and suggestions from you for the newsletter. You can send them to [opendoor@shgroup.org.uk](mailto:opendoor@shgroup.org.uk)

## Access to your records

All leaseholders can have access to their property file and any personal information they have supplied.

If you wish to see your file, please write to the Service Centre. A member of staff will need to be present and they will arrange for any documents to be photocopied for you. A reasonable charge may be made.

If you think our records are inaccurate, you can ask for the information to be corrected. If we have good reason to decline, you can record your disagreement.

The Data Protection Act gives you the right to see and check details about yourself that are held on computer. Once again you should write to the Horsham office if you wish to do this.

We will reply within 14 days, making arrangements for you to see your file or information that we hold on our computers.

## Making a complaint

We aim to provide a good service to owners and we hope you will let us know when things go wrong. Your feedback helps us to improve our services, so it is in everyone's best interest that you raise issues that concern you.

You can make a complaint in the most convenient way for you. You might want to:

- talk to a member of staff
- phone the Service Centre
- send us an email
- contact us via our website
- write to us
- complete a complaints form.

For a complaints form and a copy of our 'Complaints and compensation' leaflet, call the Service Centre or go to our website.

When we receive your complaint, we will contact you within two working days to let you know who will be handling the complaint and how long we think it will take to investigate and resolve it. We will ask what you would like us to do and give you contact details, confirming these things in writing.

If investigating your complaint is taking longer than expected, we will explain why. We will talk through our findings with you, either in person or over the phone. We will discuss the action we intend to take and confirm the details in writing.

We will take the agreed action and arrange to pay any compensation. We will then contact you to find out if you are satisfied and, if you aren't, offer you the opportunity to take your complaint further.



At the next stage, we will see you in person to review the case and agree what to do next. We will confirm the details in writing. If you are still unhappy, you can ask us to refer your complaint to the Group's appeals panel.

When we believe your complaint is resolved, we will contact you to confirm that you agree, before closing the case and confirming this in writing.

This is the last stage of our complaints process, but if you are still unhappy you can refer the matter to the Housing Ombudsman Service. You will find their address on page 23.

## Surveys

We carry out regular surveys to find out our tenants' and leaseholders' views on the services we provide. The results of the surveys help us make improvements.

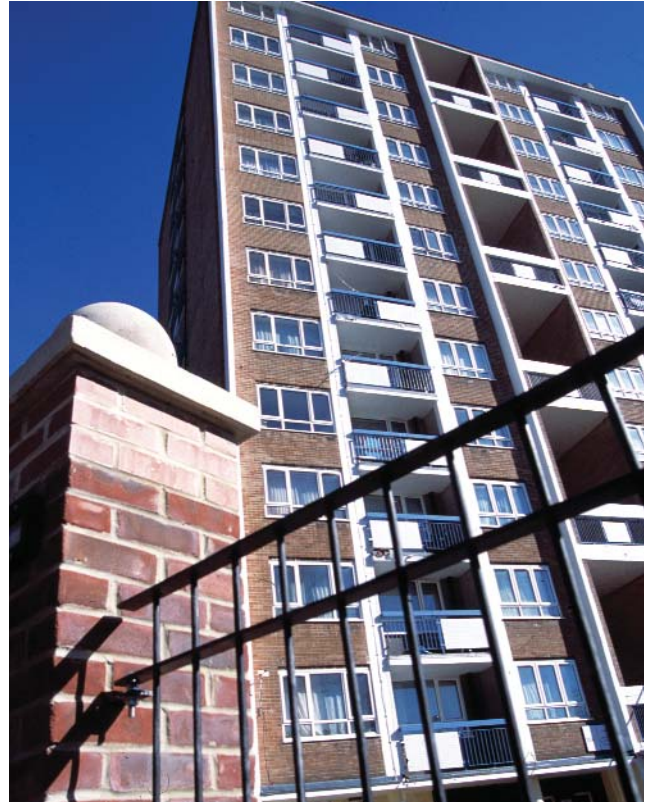
Some of our surveys are specific to a service you have used. However, we also carry out large-scale surveys, covering our work in general, that are designed to help us track trends in your views. From 2010, we will be carrying out large-scale surveys every year.

## Our staff

All the homes in your area (leasehold and rented) are managed by a single resident services team, with a resident services manager and officer. You can arrange to speak to or meet with them by calling the Service Centre.

The team is supported by anti-social behaviour caseworkers and income recovery officers, as well as a specialist leasehold team.

The Service Centre, your first point of contact, is staffed by fully trained customer service advisors.



George Downing Estate in Hackney.

# Your lease (flat owners only)

## About your lease

During your purchase, your solicitor will have looked at your lease and told you what it contained.

The flat you now own was originally sold under the Right to Buy, the Right to Acquire or by Voluntary Purchase Grant (as set out in the amended Housing Act 1985). This means that the original lease was 125 years, with a fixed ground rent and variable service charges.

A few of the flats were sold under different schemes, so the details we give below may be a little different in your case. You should check your own lease to be sure. Please contact the Service Centre if you do not have a copy of your lease, or if your lease refers to a landlord other than Southern Housing Group and you want to check the legal position.

Your lease sets out:

- the ground rent you must pay and when payment is due – in most cases this will be £10 annually, payable on 1 April
- the service charges you will pay, the proportion of the costs for your block or estate you must meet, when payment is due and what services are covered – this will include reserve/sinking fund contributions (see page 8-9)
- the responsibilities that you and we have to repair and maintain the inside of the property, the structure and the common parts
- general conditions governing the occupancy of your flat
- details about insurance of the property.

If you need any clause of your lease explained more fully, you should seek legal advice. However, for guidance, we have covered the main details in the following sections of this handbook.

## Ground rent

The ground rent for flats originally sold under the Right to Buy scheme is normally £10 a year. Estates transferred from local authorities usually have a ground rent of £9 a year. This is normally due on 1 April every year. We will send out a request for payment with our annual service charge estimates.



Shared grounds at Peacehaven Estate.

## Service charges

Most flat owners pay a variable service charge. We review this every year and any increase usually takes effect from the beginning of the financial year (normally 1 April, but this is detailed in your lease). A variable service charge means that the amount you pay is based on the amount spent in the previous year, adjusted to take account of inflation, any changes in the cost of providing particular services and future major works. Charges can vary from year to year.

Although most charges are payable annually on 1 April, we can accept payment by 12 monthly instalments providing that your account is kept up to date.

Service charges differ from one estate to another, depending on the layout of the estate, the type of property you have purchased and the terms of your lease. In all cases, we are only allowed to charge you for services set out in your lease.

## What will I pay for?

Your service charge will include a charge for buildings insurance, the maintenance of common areas, and the costs of general day-to-day maintenance and repairs to the structure and exterior of the block. You may also pay a share towards the future repair of structural elements of the building, and towards the redecoration of any communal hallways and the exterior of the building.



Your service charge may include some or all of the following items:

- buildings insurance
- gardening and grounds maintenance
- sweeping of grounds
- external lighting
- maintenance of the bin area
- paladin bin and skip hire
- routine cleaning of common parts
- caretaking
- lighting of common parts
- repairs to common parts
- redecoration of common parts
- replacement of floor coverings to common parts
- repairs to the entryphone system
- TV aerial maintenance
- exterior painting
- maintenance of a fire detection system
- lift maintenance
- administration and management costs
- estate security
- communal water supply.

You will be asked to pay a fair proportion of the costs, usually worked out by dividing the cost by the number of flats within the block or estate. You will not be asked to pay the cost of repairs to any interior parts of the rented properties. These costs are met from the rents paid to us.

If you bought your flat under the Right to Buy scheme, the amounts we can collect from you, and the major works you will have to contribute towards, are shown on the original Right to Buy Offer Notice (Section 125 Notice). These amounts are the maximum you can be charged during the five-year reference period detailed on your Offer Notice, plus an allowance for inflation.

If you are unsure what you can be charged for, you should contact your resident services team.

## Leasehold Valuation Tribunals

You have the right to go to a Leasehold Valuation Tribunal if you think we are making or intending to make an unreasonable charge for services, repairs and maintenance, management or insurance. You can also go to the tribunal if you think that the services or works have not been carried out to a reasonable standard. The tribunal will look at both sides of the argument and then rule on what is a fair charge to make under the circumstances.

If you are dissatisfied with their decision, you can appeal to the Lands Tribunal. You will usually have to pay a fee of up to £500 for this service, but this fee can be waived in some circumstances. We can provide you with information about the Leasehold Valuation Tribunal, or alternatively you can write to LEASE, the Leasehold Advisory Service, at the address given on page 23.

## Monitoring services

If we provide services on your estate, we will normally make regular visits to the estate to make sure that the level and quality of those services are of a good standard. Particularly on larger estates, you can become involved in joint monitoring inspections. Please contact the Service Centre if you would like to be told when and where visits will be held. We aim for cost-effectiveness and will respond to your comments about service delivery.

Your resident services team are responsible for the services provided and will work with residents' associations to produce a good level of service. On some developments, we have worked with residents' associations to agree priorities and have produced a formal neighbourhood agreement to confirm the arrangements.

## Future provision (reserve fund)

Under the terms of some leases, we maintain a reserve fund to cover the costs of the longer-term repairs and maintenance that need to be carried out at regular intervals. We keep a reserve fund for each individual property from the time it is first purchased.

The reserve fund mostly covers redecoration of the interior and exterior of any common parts, together with associated repairs. However, over time, major replacements will be required, for example, window frames, guttering, lighting and roofs. We will give you as much notice as possible of these works.

We will also give you the option of paying for your share by increasing contributions to your reserve fund.

### Administration and management

We have to cover the cost of managing the services to each estate. The costs include the collection of ground rent and service charges, the calculation of service charges and the preparation of accounts. Our general overheads include the cost of monitoring and setting up services and meeting the landlord's covenants in your lease. The amount we charge is a reasonable estimate of your contribution towards these costs.

Southern Housing Group is a non-profit-making organisation, however we must meet our costs. We will review our administration charges each year and make sure that they remain affordable.

We will make an additional charge for responding to solicitors' letters if you are reselling your home, or if you do not pay your service charges when they are due.

### Will I get service charge accounts?

Under the Commonhold and Leasehold Reform Act 2002, Section 152, we will provide you with annual accounting statements. These will include information about money paid into a service charge or reserve fund, detailing any interest earned and a breakdown of the actual costs we incurred in maintaining your block/estate. The statements will be certified by a qualified accountant. We will also provide you with a summary of your rights and obligations when it comes to service charges. These statements of accounts will be provided no later than six months after the end of an accounting period.



Keates Estate in Hackney.

At the end of each financial year, we will prepare a statement of income and expenditure, showing how much we actually spent compared to the estimated service charge you were asked to pay. The statement will also show the balance in any reserve fund held for future cyclical works.

The estimated annual cost of providing services to your estate is normally split equally between all dwellings. However, this is subject to the terms of your lease. On some estates, larger flats pay more than smaller ones.

Each year, we add up the amount of money we have spent. If the total spent is less than our estimate, then your service charge account will be in credit. You will either be able to put the refund towards your current service charges, or receive a cheque for the amount (but only if your account is fully paid), or have the credit transferred to your reserve fund. However, if we spend more than we have estimated, then you must make up the difference. In addition, if the amount spent on major works exceeds the balance in your individual reserve fund, we will send you an invoice. If there is a substantial shortfall we will discuss repayment with you.

### What to do if you have financial problems

If you have difficulty paying your ground rent, service charges or mortgage, contact the Service Centre and your mortgage lender immediately. We will advise you on the benefits you can claim or refer you to another agency for more information or advice.

If you fall behind in paying your ground rent and service charges, we will contact you and discuss your circumstances. If you are unable to repay the debt immediately, we will consider letting you pay by instalments. We ask for your co-operation in making arrangements to clear arrears and that you keep up the payments agreed. Your mortgage lender will also try to help you in these circumstances. If you fail to maintain mortgage payments, interest is accrued on the instalments unpaid.

If your service charge arrears increase or do not reduce, and you do not respond to efforts to discuss the problem, we will approach your mortgage lender to pay the arrears on your behalf. Any payments made to us by your mortgage lender will be added to your mortgage debt and you will pay interest on them. You should be aware that your home may be at risk if you do not maintain payments on loans charged against your property.

We will always try to avoid taking forfeiture action for failure to keep up payments. We will liaise with the mortgage lender when arrears are at a serious level, to establish whether it can be avoided. Forfeiture means making your lease void and repossessing your flat. Forfeiture proceedings cannot begin until you either a) admit that the sum outstanding is the amount you owe, or b) we obtain a money judgement order from a County Court agreeing the sum outstanding. To get a money judgement order, we must be able to prove to the court that the amount you owe is for work carried out under the terms of your lease. We would need to provide the court with written proof, such as service charge accounts.



## The Department for Work and Pensions

If you become unemployed or your income reduces substantially, you should immediately contact your local office of the Department of Work & Pensions. You may also wish to seek the advice of a Citizens Advice Bureau, money advice or legal advice centre.

If you become eligible to receive Income Support or income-based Job Seekers Allowance you may also receive help with certain housing costs such as ground rent, service charges and assistance towards your mortgage interest payments from the Benefits Agency. Please note the Department for Work and Pensions will only start making payments on the interest on your mortgage after a specific period – in most cases, not until after the first 39 weeks.

If you require further advice on dealing with your debts, you can contact the National Debtline on freephone 0808 808 4000. You can also contact Community Advice Services Ltd (CASL), an independent money advice service (see page 23).

## Payment methods

Payments can be made by direct debit, internet banking, credit or debit card, or a post office or shop displaying the PayPoint sign.

## Selling your home

You may sell your flat at any time. It would be helpful if you could advise us when you have exchanged contracts. You will need to tell the purchaser about the lease and service charges before they buy.

Your solicitor is likely to be asked to provide answers to a number of enquiries from the purchaser's solicitors and will write to us requesting this information. We will respond as quickly as we can, but it will usually take at least 14 days. There will be a standard charge for this service, but we reserve the right to charge more if further queries are raised or information is requested by fax.

If your flat is sold when service charge accounts for the financial year have not been finalised, we may suggest that a retention is made in case the expenditure exceeds the estimated costs.

Once the legal proceedings are finalised, the purchasers' solicitor should then advise us that the flat has been sold by serving a Notice of Assignment. The purchaser's legal title will also be registered at the Land Registry.

If you have been advised of major works that will affect your flat, you must ensure that this information is passed to your purchaser via their solicitor. If you have not received the invoice for the work when you sell your flat, it is essential that your purchaser is advised of their future liability towards these costs.

If you purchased your flat under the Right to Buy or the Right to Acquire schemes, you should be aware that you will have to repay some or all of the discount if you sell within certain time limits. If you applied to buy your home on or after 18 January 2005, you would have to repay some or all of the discount if you sold it within five years. (If you applied before this date, the period was three years, which has now expired.)

On request, we will calculate the service charge and ground rent due up to the date of sale. However, your solicitor will discuss how these charges are to be divided with the purchaser's solicitor. Usually, outstanding service charges must be paid before completion of the sale.



Owner Emma Hibbs put her Islington flat up for sale.

# Your transfer (house owners only)

When your house was sold, various conditions were set out in the transfer documents (deeds) about the payment of service charges for the upkeep of the common areas of your estate.

If you bought from us directly, you signed this transfer to accept these conditions. If you bought the property on the open market, you entered into a deed of covenant (a legal agreement) to abide by the terms of the original transfer. This means that you have agreed, amongst other things, to pay service charges. Your solicitor should have advised you of the contents of the original transfer.

If your transfer is in the name of an organisation other than Southern Housing Group, and you want to check the legal position, please contact your resident services team.

The transfer provides details about:

- the areas of the estate that we maintain, normally shown in a map of the estate
- the proportion of the costs that you will be required to pay.

If you need a fuller explanation of any clause in the transfer, you should seek legal advice. However, for guidance, we have covered the main details in the following sections of this handbook.

## Service charges

Within six months of the end of the financial year, you will be sent an invoice detailing the cost of the services provided during the past year and your contribution. This is payable in 14 days. If you prefer to spread payments over a longer period, you will need to set up a direct debit to start payments before you receive the invoice. Please contact the Service Centre for advice.

Service charges differ from one estate to another, depending on the layout of the estate, the type of property you have purchased and the terms of your transfer. We are only allowed to charge you for the services set out in your transfer. If we cannot agree with you whether a charge is acceptable, we will ask a qualified surveyor to assess what is a fair and reasonable charge. The cost of this assessment will be added to your service charge.



## What will I pay for?

You will be required to pay a contribution towards the upkeep of communal areas such as courtyards, gardens or private roads. You will normally pay a share of the costs split equally between all the properties on the estate.

Your service charge may include some or all of the following items:

- gardening and grounds maintenance
- sweeping of grounds
- external lighting
- skip hire
- TV aerial maintenance
- resurfacing of courtyards, pathways, roads and parking spaces
- repairs and renewal of communal drainage systems
- repairs and maintenance to playground equipment
- repairs and renewal of estate fencing
- administration and management charge.

Please note that, on some estates, parts of the communal areas may have been adopted by the local authority, so general maintenance of these areas is paid for by your Council Tax. However, we will ensure that these parts of the estate are also kept in good order, and our contractors and caretakers may do light maintenance work such as litter picking or sweeping.

## Monitoring services

If we provide services on your estate, we will normally make regular visits to check on them. We aim for cost effectiveness and will respond to your comments about service delivery.

Resident representatives are encouraged to take part in estate inspections and play an active part in liaising with us.

## Administration & management charge

We have to cover the cost of managing the services to each estate. The costs include the collection and calculation of service charges. Our general overheads include the cost of monitoring and setting up services and meeting the covenants in your transfer. The amount we charge is a reasonable estimate of your share.

Southern Housing Group is a non-profit-making organisation, however we must meet our costs. We review our administration charges every year and try to make sure that the charges remain affordable.

## Will I receive service charge accounts?

At the end of each financial year, we will prepare a statement showing how much we actually spent. The actual annual cost of providing services to your estate is normally split equally between all dwellings, however, this is subject to the terms of your transfer.

If residents request improved services, for example, more lighting, we consult everyone, giving a financial breakdown of the cost of these works. Home owners will be asked to pay their share of this amount.



Dawson Heights Estate in Camberwell.

## What to do if you have financial problems

If you have difficulty paying your service charges or your mortgage, contact the Service Centre immediately. We will advise you on the benefits you can claim, or refer you to another agency for more advice.

If you fall behind with your service charges, we will contact you to discuss your circumstances. If you are unable to repay the debt immediately, we will consider letting you pay by instalments. We ask for your co-operation in making arrangements to clear arrears and that you keep up the payments you have agreed.

If your service charge arrears increase or do not reduce, and you do not respond to efforts to discuss the problem or keep arrangements made to pay the arrears, we will begin County Court proceedings to recover the debt.

## The Department for Work and Pensions

If you become unemployed or your income reduces substantially, you should immediately contact your local office of the Department for Work and Pensions. You may also wish to seek the advice of a Citizens Advice Bureau, money advice or legal advice centre.

If you become eligible to receive Income Support or income-based Jobseeker's Allowance you may receive help with your mortgage interest payments.

If you need more advice on dealing with your debts, you can phone the National Debtline on 0808 808 4000 or contact Community Advice Services Ltd (see page 23).

## Selling your home

You may sell your house at any time and you do not need our permission. However, by law, you must tell your buyer that service charges are payable. You should also explain that they will have to enter into a deed of covenant with us before they can register their ownership of the property with HM Land Registry. The purchaser's solicitor will finalise all the necessary legal details. For further information you should contact your resident services team.

If you purchased your house under the Right to Buy or the Right to Acquire schemes, you should be aware that you will have to repay some or all of the discount if you sell within certain time limits. If you applied to buy your home on or after 18 January 2005, you would have to repay some or all of the discount if you sold it within five years. (If you applied to buy your home before this date, you used to lose your discount if you sold your home within three years, but this time period has now expired.)

Note that we charge for supplying solicitors with the information needed to resell your home. There is a standard charge, but there may be additional costs if many additional questions are raised or if the details are requested by fax.

As charges to freeholders are made in arrears, you must make sure that you have paid all charges up to the date of completion, and that your buyer's solicitor has made a retention of money that both parties have agreed to pay on certification of the year-end accounts. However, your solicitor will discuss how these charges are to be divided with the purchaser's solicitor. Usually, all service charges must be paid before completion of the sale.



# Repairs and maintenance

## Your responsibilities

Whether you own a house or a flat you are responsible for repairs and maintenance to the interior. House owners are also responsible for the exterior and structure of their home.

It is essential that you get any gas appliances in your home serviced annually by an engineer registered with the Gas Safety Register.

You must also ensure that you do not allow water to cause damage from an overflow pipe, or from a kitchen or bathroom. Regularly check your washing machine pipes, water tanks and bath seals, as these often cause problems.

## Our responsibilities

Below is list of the general items that we are responsible for repairing and maintaining on many of our estates. Some or all of these may apply to your estate:

- estate roads and paths (if not adopted by the local council)
- estate boundary fences (where the fence belongs to us and not a neighbouring property)
- estate lighting (where this is not provided by the council)
- car parking spaces
- play areas and equipment.



For homes in blocks of flats, we are also responsible for:

- roof repairs
- window frame repair or replacement
- redecoration to common parts and the exterior
- door entry system maintenance
- repairs to entry doors of the block
- internal lighting systems to common parts
- balcony repairs
- lift maintenance
- fire equipment maintenance.

## Window frames

Flat owners should note that the window frames to their flat form part of the structure of the building and are therefore our responsibility. You are not permitted to have any window frame replaced unless we give our consent. You can, of course, have secondary double-glazing fitted internally.

You should be aware that if consent is given to replace your frames, you will still be liable under the terms of your lease to contribute towards the costs of replacing the other frames in the building when we carry this out.

## Vandalism

If any resident or guest of a resident causes malicious damage to any part of our property, we will attempt to bill them for the cost of the repair work. We ask you to report immediately to the Service Centre any act you witness yourself.

Unfortunately, without witnesses we will have to carry out the work without being able to recharge the culprit. This may mean that your service charge will include these repair costs. Any information passed to us will be handled in strictest confidence.

## Long term major works & improvements

As well as being responsible for keeping each estate in good repair, we have a long-term programme of works based on our stock condition surveys. These works include major repairs and some improvements.

The cost of major repairs can be high and residents will be fully consulted at each stage of the process. We will carefully consider methods of repayment in cases where you are required to contribute to the cost.

If you would like more details about any future works to your estate, please contact your resident services team.

## Reporting repairs

You should report any repairs needed to communal areas to the Service Centre, or to your estate's caretaker (if you have one). Please give as much detail as possible. For example, if a light is not working, try to be precise about where it is. Minor repairs may be undertaken by estate caretakers.



If the repair is an emergency – i.e. it affects the security or health and safety of people living in your block, or the structure of the block itself – we will send out a contractor to 'make safe' within 24 hours. If the repair is not urgent, we will get it sorted out as soon as we can.

There is also an emergency number for use out of hours (see page 23), but only where there will be a serious risk to health or safety if the repair is not carried out immediately. We employ a specialist company to deal with emergency calls. Emergency out-of-hours repairs are usually more expensive and your contribution towards the cost, as with all repairs, will be paid for from your service charge.

## Post inspections

We check 10% of all repairs costing less than £1,000, either by sending out an inspector, or by phoning you to find out if you are satisfied with the work. All work over £1,000 is inspected.

# Insurance

## Buildings insurance

Flat owners pay a contribution towards our block insurance policy. This does not provide cover for any contents other than fixtures and fittings such as the kitchen units and bathroom suite.

The cover is termed 'all risks' but is restricted to accidental damage and covers the full cost of rebuilding. The cover includes:

- fire
- explosion
- earthquake
- lightning
- aircraft
- flood
- staining by water
- storm
- subsidence and land heave.

At the time of going to print, the policy is subject to an excess of £75 payable by residents. The excess for subsidence and heave is £1,000. Abuse, wear and tear and ordinary maintenance are not covered by the insurance.

Our buildings insurance cover is currently arranged through Zurich Municipal. We will need to confirm on your claim form that you are covered by this policy before your claim can be processed by Zurich.

House owners are responsible for arranging their own buildings insurance and this is likely to have been a condition of any mortgage that you obtained at the time of the purchase.



## Contents insurance

For full insurance protection, in addition to a buildings insurance policy, you need to have contents insurance. This will automatically provide the appropriate liability cover for occupiers, to meet the cost should you accidentally cause damage to another flat – for example by leaving a tap running – as well as the usual risks of fire, water and theft to the contents and possessions in your home.

We provide an affordable, competitive contents insurance option, see page 23 for details.

# Conditions of occupancy

## Sub-letting

Sub-letting your flat is normally allowed subject to the terms and conditions of your lease.

You should also ask your mortgage lender for permission, as they often have their own conditions for you to meet. If you wish to sub-let you should inform your resident services team before you find a tenant. You will be sent a list of conditions and will be asked to provide:

- a new correspondence address and day-time phone number (yours or the letting agent's) in case of problems with the tenancy
- a copy of the tenancy agreement for our approval (this will normally be an assured shorthold tenancy)
- a registration fee.

Please note that your service charge account must be up to date before we will give our permission.

## Your role as a landlord

If you sub-let your property, you must make sure you are aware of your responsibilities as a landlord.

For example, you must arrange for a gas engineer on the Gas Safety Register to maintain all pipework, appliances and flues that are owned by you and provided for your tenant to use.

You must also arrange for an engineer on the Gas Safety Register to carry out an annual safety check. You must keep a record of the safety check for two years and issue a copy to each existing tenant within 28 days of the check and any new tenants before they move in.

Since 1 October 2008, you have also been required to provide an Energy Performance Certificate (EPC) for the property prior to any sub-letting. This must be carried out by an accredited surveyor, who will register the information on a national database and produce a copy at each change of tenancy. The certificate is valid for 10 years.

## Correspondence

If we are consulting owners about an issue on the estate, we will normally write to the correspondence address. You should be aware, however, that on occasion, information may be hand delivered to all properties on an estate by caretakers. You should therefore ensure that any tenancy agreement includes an obligation to advise you of any information delivered to your property.

It will remain your responsibility to ensure that all the conditions of the lease are met.

## Harassment & anti-social behaviour

### Harassment

Harassment will not be tolerated and is also a serious breach of the terms and conditions of the lease. The Housing Act 1996 makes householders responsible for the harassment and nuisance caused by any visitors to their premises.

We may take to court any residents who commit an act of intimidation or violence against a neighbour. Perpetrators will be faced with lease forfeiture proceedings. This could result in the loss of your home, with no compensation.

Racial harassment, whether verbal or physical, will be severely dealt with. Perpetrators will be faced with lease forfeiture proceedings. This could result in the loss of your home, with no compensation.

If you suffer any form of harassment from a neighbour, you should contact your resident services team. In the case of sub-lessees, it is very important that we have the correct correspondence address for the leaseholder.

It is also the leaseholder's responsibility to ensure that the sub-lessee is fully aware of the obligations under the lease and does not cause a nuisance or harassment to other residents. This could also lead to forfeiture of the lease.

## Anti-social behaviour

We are committed to ensuring that all residents enjoy their right to quiet enjoyment of their homes. Anti-social behaviour can have a detrimental effect on the quality of residents' lives and we have a 'zero tolerance' policy towards it.

We will not hesitate to take appropriate and prompt action when dealing with disruptive residents or anyone else causing a nuisance or harassment to other residents. We may have to involve the police, social services or the environmental health service.

If you believe that you are a victim of anti-social behaviour or harassment, please do not hesitate to contact the Service Centre or your resident services team.

## Improvements to your home

You are likely to want to carry out some sort of improvements to your home at some stage of your ownership. If you own a house, you are free to carry these out, subject to planning permission.

On some estates, you may be required to get our permission before changing the outside appearance of your house. This is especially relevant to the building of car parking spaces in front gardens. If in doubt, it is always best to ask your resident services team for advice.

You may carry out improvements to the interior of your flat at any time. However, you must first get our written permission, by writing to the Service Centre, setting out:

- the precise nature of the work you wish to carry out, including any detailed plans drawn to scale
- a specification of the works and a builder's quotation for the work.



If planning permission is required, you should enclose a copy of the written permission from your local council's planning department. Any work you have carried out must always conform to building regulations.

We will consider requests for permission to replace existing flat windows with double-glazed units. However, if we replace other windows in the block at a later date, you will still be required to pay a share of the costs for this work.

Our building surveyors will check the information you provide, to assess the impact the works may have on the structure and communal services of the block – for example, the plumbing and electrical wiring.

We will then make our decision based on the surveyor's findings. We will not withhold our consent unreasonably.

We expect you to inform other residents in your block when you will be carrying out works and to try to minimise any disturbance.

## Satellite dishes and aerials

If you live in a house then you may be able to erect a satellite dish or TV aerial without our permission. You should check the local planning restrictions in your area and make sure the dish or aerial is sited as discreetly as possible.

If you live in a flat, you will not normally be allowed to erect a satellite dish, TV or CB aerial. However, if there is sufficient demand, a communal dish may be installed, with the costs paid by subscribers.

You may install cable television in either flats or houses. The installer must first get our approval to cross estate land with their cable and agree to make good all damage caused to paths and gardens.

Because analogue TV is being replaced by digital TV from 2010, our estates are being provided with integrated reception systems, so that residents can get digital TV reception including Freeview. Once these systems are installed, you can opt for a satellite service, by paying a subscription to a provider (eg, Sky).

## Pets

If you own a house you do not need our permission to keep a pet. All we ask is that dogs are not allowed to cause a nuisance to other residents and that all mess is cleared away from garden areas, paths and roads.

If you live in a flat, you do not need permission to keep a small caged bird or fish in an aquarium. Otherwise, you must ask our permission to keep a pet, which we will not withhold unreasonably. In reaching a decision, we will consider the suitability of the property and the potential for nuisance to other residents.

Generally, dogs are not permitted in flats or on estates where we have decided with residents that the estate should be dog-free. Guide dogs are the exception. If you have a separate entrance and your own garden, we will usually allow you to keep a small cat or dog.

We will take formal action if you break our rules about keeping a pet, or if your pet causes a nuisance or annoyance to your neighbours or people visiting the property.



This owner on the Isle of Wight was able to keep a dog because she lived in a house.



## Parking and car repairs

Where parking spaces are provided on your estate, they should be used for residents' private cars only. If you wish to park a light commercial vehicle or caravan you must seek our permission first.

You should not leave vehicles that are untaxed, or that are not in a roadworthy condition, on or near the estate. If we think a vehicle is abandoned, a nuisance, a risk to the safety of other residents, or if it is causing an obstruction, we may remove it without notice.

You should avoid parking anywhere on the estate other than the designated car parking area, to give clear access to emergency vehicles. On some estates we run a parking permit system. Please contact the Service Centre for information.

Only very minor repairs to your own private vehicles are permitted on our estates and this must not cause a nuisance to others.

# Resident consultation

We believe in the value of consulting you about our services. We invite home owners to get involved in our work in a number of ways, including taking part in focus groups, joining forums, inspecting our services and sitting on formal committees. For more details, call the Service Centre to ask for our 'Active residents' guide', or go to our website at [www.shgroup.org.uk](http://www.shgroup.org.uk)

In addition, we are required by law to consult you over certain items of expenditure which exceed the limits as detailed in the Commonhold and Leasehold Reform Act 2002.

## Our legal duty to consult leaseholders

Section 151 of the Commonhold and Leasehold Reform Act 2002 requires us to consult leaseholders before we carry out any 'qualifying works' above a certain value or enter into any long-term agreement for the provision of services. We have to give you two, 30-day periods to say what you think.

We will send consultation notices to all leaseholders and any recognised residents' associations.

### Qualifying works

Qualifying works are repairs, maintenance or improvements works to a building or other premises, which may cost any service charge payer over £250 in one financial year.

If we need to do work of this kind, we will send a notice of intention to each leaseholder and any recognised residents' association. The notice will describe the intended works and will also tell you where you can inspect any relevant documents.

The notice will include an invitation for leaseholders to nominate a contractor. This could come from an individual leaseholder or a residents' association.

We will consider any written comments you send us and then finalise the specification. We will then follow our tender process to get estimates, including the contractor who got the most nominations from leaseholders.



Home owner and Southern Housing Group Board member Jim Hitch pictured outside his home in Hackney.

After tender opening, the estimates will be analysed for accuracy and to make sure they meet the specification. We will then issue a statement setting out the estimated costs from at least two contractors, and a summary of the comments we received and our responses to them.

We will send out a notice with this statement, setting out where and when all estimates can be inspected and inviting each leaseholder to comment on any of the estimates. The notice will also specify that this is the second, 30-day consultation period and we will provide an end date.

If we do not choose the contractor nominated by a leaseholder or residents' association, or the contractor who submitted the lowest quote, we will give notice, within 21 days, that we are entering into a contract, stating the reason for selecting this contractor and specifying a place and time for inspection of this document.

## Qualifying long-term agreements

Any agreement we enter into to provide goods or services, that will last longer than 12 months, is a qualifying long-term agreement. We might make a long-term agreement to cover:

- cleaning and gardening
- insurance cover
- security
- utilities
- maintenance of lifts /CCTV/door entryphone systems
- management agreements
- partnering for day-to-day repairs and maintenance
- partnering for cyclical redecoration.

We will consult you if we need to enter into an agreement for more than 12 months for any of these services and if the cost might exceed £100 a year per leaseholder.

Contracts of employment and management agreements with registered social landlords or local authorities are exempt from the 12-month rule.

The procedure for consulting you is a two-stage process similar to that for qualifying works. The second stage of consultation will also include details of:

- any provision for varying or determining the charges under the proposed agreement
- how long the agreement is intended to last
- the name and address of contractors and any connection they have to Southern Housing Group
- a breakdown of the estimate of how much the cost will be for individual leaseholders, or
- an estimate of the total expenditure for the building or premises, or an estimate of the current unit cost or hourly/daily rate.

## New 'Right to Buy' leaseholders

Where a new Right to Buy lease is granted during the consultation procedures, we are not required by law to send out any missed notices or to start consultation again. We are only obliged to include new leaseholders in the next stage of any consultation process that is underway, from 31 days after the new lease commenced.

We are not obliged to commence consultation under the new procedures if, before 31 October 2003, we have either served or displayed a Section 20 Notice under the old procedure, or already commenced work.

## Emergency work

If we have to carry out work urgently (for example, to a lift), we can get permission from the Leasehold Valuation Tribunal to dispense with the normal consultation requirements. To do this, we would write to all leaseholders explaining the work needed and the expected costs and ask for agreement for a joint application to the Tribunal.

Further details on consultation can be obtained from LEASE, whose contact details are listed at the end of this handbook.

## Residents' associations

You are welcome to set up a residents' association. We recommend that you call the Service Centre before you start, so that they can put you in touch with the Resident Involvement team.

To be 'recognised' by Southern Housing Group and receive support, your residents' association must be open to every resident on the estate. It should also have an approved written constitution and most residents at the estate should be members.

For more details, phone the Service Centre for a copy of the Active Residents' Guide, or download a copy from our website.

Please note: Your right to consultation will not be prejudiced if there is a residents' association and you are not a member.



Hindle House Estate in Hackney.

# Useful numbers

## Contact us

Service Centre opening hours, 8am to 8pm,  
Monday to Friday

If you live on the UK mainland, phone  
0300 303 1771 and if you live on the Isle of  
Wight, phone 0300 303 1772

Email [service.centre@shgroup.org.uk](mailto:service.centre@shgroup.org.uk)

Website [www.shgroup.org.uk](http://www.shgroup.org.uk)

Write to Service Centre, Southern Housing Group,  
PO Box 643, Horsham RH12 1XJ

## Out-of-hours emergencies

If you live on the UK mainland, phone Homeserve  
on 08457 573 764 and if you live on the Isle of  
Wight, phone 0300 303 1772

## Housing and other advice

### Housing Ombudsman Service

81 Aldwych

London WC2B 4HN

Phone 0300 111 3000

Email [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)

[www.housing-ombudsman.org.uk](http://www.housing-ombudsman.org.uk)

### LEASE (Leasehold Advisory Service)

Maple House

149 Tottenham Court Road

London W1T 7BN

Phone 020 7383 9800

Email via an online enquiry form on their website

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

### Community Advice Services Ltd

Royal London House

22-25 Finsbury Square

London EC2A 1DX

Phone 020 7920 6482

CASL answer calls on Monday to Wednesday,  
10am-1pm and 2pm-5pm, and Thursday 10am  
to 1pm.

Email [advice@casltd.org.uk](mailto:advice@casltd.org.uk)

[www.casltd.org.uk](http://www.casltd.org.uk)

## Department for Communities and Local Government

Housing Information

Direct contact 0303 444 0000

Email [contactus@communities.gov.uk](mailto:contactus@communities.gov.uk)

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

## Buildings insurance

### Zurich Municipal

Zurich House

2 Gladiator Way

Farnborough

Hampshire GU14 6GB

Phone 0870 241 8050 (office hours)

Phone 0800 0280 336 (out-of-hours emergencies)

## Contents insurance

You can opt for insurance through Southern  
Housing Group's membership of the 'My Home'  
scheme, with Allianz Insurance plc via broker  
Jardine Lloyd Thompson. To apply, call the Service  
Centre or phone Jardine Lloyd Thompson on  
08453 372 463.



For help with translations, or if a large type, Braille or taped summary would be useful, please contact Southern Housing Group's Service Centre on 0300 303 1771.

### Arabic

لمساعدتك في الترجمة يرجى الاتصال بمركز الخدمة على هاتف 0300 303 1771.

### Bengali

অনুবাদ সাহায্য পেতে হলে সার্ভিস সেন্টারে 0300 303 1682 নম্বরে ফোন করুন।

### French

Si vous souhaitez recevoir de l'aide avec vos traductions, appelez le 0300 303 1771.

### Somali

Wixii ah caawimo turjumaan ka soo wac Xarunta Adeegga telefoonka 0300 303 1771.

### Spanish

Si necesita que le ayudemos con alguna traducción, llámenos al 0300 303 1771.

### Turkish

Tercüme konusunda yardım için 0300 303 1683 'den Hizmet Merkezi'ni arayın.

**Front cover:** Home owner Jim Hitch pictured at home in Hackney.

### Contact us

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If you live on the Isle of Wight, phone **0300 303 1772**

Email [servicecentre@shgroup.org.uk](mailto:servicecentre@shgroup.org.uk) Website [www.shgroup.org.uk](http://www.shgroup.org.uk)

Write to **Service Centre, Southern Housing Group, PO Box 643, Horsham RH12 1XJ**

