



ABOUT YOUR LEASE

Your questions answered

Contents

About your lease	3
The Law	3
Repairs and maintenance	3
Alterations	4
Quiet enjoyment	4
Selling your property	4
Consultation on repairs	4
Leaseholder responsibilities	4
Landlord responsibilities	5
Service charges	5
Sub-letting	6
Emergency access	6
Pets	7
Running a business from home	7
Garages	7

About your lease

Your lease is the legal contract between you, the leaseholder and us, the Council as Landlord. It gives you and your successors the right of possession of your property, as long as you accept and adhere to the conditions in the lease.

As the lease document sets out all of the terms and conditions of your purchase of the property, you should ask your solicitor to explain it to you, so that you fully understand your responsibilities and obligations as a leaseholder. You should keep a copy of the lease in a safe place, as you will probably have to refer to it in the future.

The Law

There is legislation that protects your rights as a leaseholder. If you are not sure of your rights, a solicitor can advise you or you can contact the Citizens Advice Bureau (see the list of useful contacts at the end of this handbook).

The main Acts of Parliament covering leasehold tenancies are:

- Housing Act 1985 and 1996
- Landlord and Tenant Acts 1985 and 1987
- Housing and Planning Act 1986
- Leasehold Reform, Housing and Urban Development Act 1993
- Commonhold and Leasehold Reform Act 2002

There may be copies of these Acts at the main public library and some newer Acts are available on the internet at www.hmso.gov.uk

Repairs and maintenance

We are responsible for keeping the structure of the building, the common parts of your block and any external communal areas in a good state of repair. You have the right to be consulted about contracts (qualifying long term agreements), and certain works and/or major repairs (qualifying works), for which you will be charged a proportionate amount.

You are responsible for all repairs to the inside of your property and the services within it, which includes your front door, the glass in your windows and any opening casement windows. There is more information about items that you are responsible for in your lease. You are also responsible for any damage you cause to the common parts and services, or damage caused by members of your household, or your visitors.

See the *Maintaining your home* leaflet for more information about these responsibilities.

Alterations

You have the right to alter the inside of your property, as long as you do not remove structural walls or cause damage to the outside or common parts of the building.

You must not do anything which is likely to damage the structure of the building or cause damage to shared services (such as plumbing to the roof tank, electricity or gas supplies, or sewerage). If you want to carry out any work which may affect the rest of the building, you must first get our permission in writing.

You should always ask our permission before you carry out any major alterations (including the installation of replacement windows) and you may also need planning permission and building regulations approval. We don't usually give permission for wooden or laminate floors to be installed as these can cause a serious noise nuisance to your neighbours.

Quiet enjoyment

Living in a flat or maisonette can be difficult. There may be people living above or below you, and you may have to share landings and other areas. These are called common parts or communal areas.

You have the right to the 'quiet enjoyment' of your home. This means you have the right to live peacefully in your property without interference from your landlord, as long as you adhere to the conditions of your lease. Your neighbours have the same right.

See the *Good neighbours* leaflet for more information about anti-social behaviour, how we can help you resolve any nuisance issues before the situation escalates.

Tenants and leaseholders who cause serious harassment to their neighbours risk losing their homes.

Selling your property

You have the right to sell on (or transfer) your lease to anyone you want to, but you must tell us when you sell it. You can also leave it to someone in your will or give it as a gift, but you should always get a solicitor to help you to make sure everything is done legally.

Consultation on repairs

We have to consult you about any repairs, or long term agreements for repairs, to your block, which are likely to cost more than the amount laid down in the Commonhold & Leasehold Reform Act 2002. We have to serve you with a notice of intention for the work and must give you 30 days to make written observations before we obtain estimates for the work (except in an emergency, such as gale damage to the roof).

Leaseholder responsibilities

You are a 'shareholder' of the block that your property is in. This means you have a legal responsibility to pay your share of the costs of managing and maintaining your block.

We have a legal duty to charge for the costs of managing and maintaining the block, and will always pursue unpaid service charges for the benefit of our other leaseholders and tenants.

Landlord responsibilities

We make decisions about:

- The management of your block;
- Repairs to, and maintenance of, the structure and common parts (communal areas) of the block and adjacent areas;
- Any planned improvements to the block.

Service charges

You must pay your share of the costs of managing and maintaining your block. This is a condition of the lease. If you don't pay your service charges, you're breaking the terms of your lease agreement and we could apply to a First Tier Tribunal, and then to the Court, for forfeiture of the lease. This is very serious, as in these circumstances you would not only lose your home but also any equity you had built up in it, as the property is returned to us without either you or your mortgage lender receiving any share of the proceeds.

We will always be fair and transparent when setting service charges and explain how they have been calculated. If there are charges that you do not understand or you disagree with, please let us know so that we can explain in more detail how the charge was calculated or apportioned. If you have financial problems, you should discuss with us ways in which we can help you to pay your service charges.

We have a legal duty to recover the Council's costs from leaseholders, including:

- Repairs and maintenance for communal areas
- Grounds maintenance
- Improvements
- Rights of entry in an emergency situation
- Ground rent
- Buildings Insurance
- Costs of communal services
- Management (administration) costs

We will always consult you about any proposed changes in the management of your block, or any major repairs or improvements we are planning to carry out.

Sub-letting

Lodgers and sub-tenants

You have the right to take in lodgers or rent your home. You do not have to ask us for permission to take in a lodger or to rent out your home. However, you must let us know before you do so as sub-letting may affect your buildings insurance premium. To do this call us on 01322 343368.

A lodger is somebody who shares your home and pays rent. A sub-tenant is someone who rents your property when you are not living there.

If you sub-let, you must also give us your new address so that our records are up to date and you can be contacted about your service charges, which will remain your responsibility to pay. Please call us on 01322 343368 to let us know about any changes like this.

Lodgers and sub-tenants don't have the same rights as you. If your property was repossessed by your mortgage lender or landlord, a lodger or sub-tenant could be evicted.

If you allow someone else to rent all or part of your home, you become their landlord and you may be creating a legal tenancy which could be difficult for you to end. You might then have considerable difficulty in getting them to leave your home if you wanted it back. You could also have problems in selling your lease if you have a 'sitting tenant'.

Before you agree to rent your property to someone else, you should look into the legal implications thoroughly.

It is important that if you take in lodgers (or otherwise), you ensure your property does not become overcrowded. Further guidance on the Government's definition of overcrowding can be obtained from the Communities and Local Government website.

Additionally, as you now own the gas appliances in your property, it is your responsibility to ensure they are safe. Apart from the health and safety implications for yourself and your sub-tenant, failure to maintain your gas appliances can adversely affect your household insurance cover. It is therefore vitally important that you arrange for this annual check to be carried out with a reputable firm and that you keep copies of the last 2 years of Gas Safety Certificates for inspection.

Further information about this issue can be found in the leaflet *Landlords, A Guide for Landlords Duties, Gas Safety (Installation and Use) Regulations 1999*. If you would like a copy of this free leaflet, please call us on 01322 343368.

Emergency access

We have the right to enter your property to carry out repairs, if these would otherwise be a danger to other residents. Examples of this are:

- if a structural wall is removed without prior permission;

- if damage was being caused to other properties in the block;
- if a leak in plumbing was flooding the property below;
- anything that could endanger or cause harm to the other residents of the block or their visitors.

Pets

If you want to keep a pet in your property, under the terms of your lease you should first write to us for permission. We need to be satisfied that your pet will not cause any nuisance to your neighbours and that your property is suitable for the type of animal you intend keeping. Once permission has been granted, we retain absolute discretion to withdraw the permission at a future date.

If you're thinking of getting a pet, you should carefully consider whether it is a suitable pet for living in your property. If you have any issues with pets, yours or someone else's, please call the animal control officer on 01322 343088.

Running a business from home

If you want to run a business from your home, contact the Rents & Leasehold Services Officer for permission on 01322 343368. We will need to consider whether the business would cause a nuisance or annoyance to your neighbours or if it might cause damage to the property.

Your insurance policy can also be affected by running a business from home. You must also contact the senior finance officer on 01322 343314 before making any arrangements to start your business. You may also need to comply with planning and legal requirements.

Examples of businesses we are likely to permit include running a small child-minding service or a computer agency. We won't approve any business that involves carrying out car repairs, the storage of materials or the use of heavy machinery which could affect the quality of life of other residents in your area.

Garages

We have a number of garages available to rent throughout the borough. Garage rents are very reasonable and anyone can rent a garage from us, although tenants and leaseholders will be given priority over other applicants.

The rent is reviewed annually and is usually increased in line with inflation. Tenants and leaseholders will not usually have to pay VAT on their garage rents, unless they rent more than two garages at the same time.

If you want to rent a Council garage, ask a housing officer for details. However, there are waiting lists in some areas.

ਪੰਜਾਬੀ Punjabi 01322 343610	தமிழ் Tamil 01322 343611	Polski Polish 01322 343612	česky Czech 01322 343613	简体中文 Mandarin 01322 343614	Français French 01322 343615
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If you or anybody you know requires this or any other council information in another language, please contact us and we will do our best to provide this for you. Braille, audio tape and large print versions of this document are available upon request.

Tel: 01322 343434

Fax: 01322 343432

Email: customer.services@dartford.gov.uk

Calls are welcome via typetalk

HC 30122010

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