

Leaseholders

Your rights and responsibilities

As a leaseholder, you effectively become a 'shareholder' in the block where you live. This means you have a responsibility to pay your share of the costs of managing and maintaining your block. We, as your landlord, have a legal duty to charge you your share of the costs, and you have a legal duty to pay them.

If you live in a leasehold flat you must only use it as a place of residence. If you own a leasehold shop, you can only use it as a shop, and not change it into a house.

Living with your neighbours

Living in a flat can be difficult. You may have people above, below or to the side of you, and you may have to share landings and other areas. You all have a right to the 'quiet enjoyment' of your homes.

We will try to deal with situations where people cause a nuisance to you but, equally, you must not be a nuisance to them. Tenants (and leaseholders) who cause serious harassment to their neighbours, their guests and other people living in the area, can lose their home.

Service charges

You must pay your share of the costs of managing and maintaining your block. This is a legal duty set out in your lease. If you do not pay your share, you are breaking your lease agreement and we could apply to the Leasehold Valuation Tribunal. If the tribunal agrees, we have the right to ask the courts to have your lease 'forfeited' and you could lose your home.

We will always be fair about service charges. We will explain how they are calculated and you can challenge any charges you do not agree with. If you have financial problems, we may be able to give you a loan or make other arrangements to help you pay your service charges.

As a homeowner, you are also responsible for the cost of running your own home, ie gas, electricity, water rates, council tax etc.

Major alterations

You must have our written permission before carrying out any alterations to your property. Generally, we will not give permission for any external or internal alterations to the structure, walls, timbers, elevations (faces and sides of the building) or the removal of any main walls, timbers, floors or ceilings.

You may also need planning permission and/or building regulations approval. If you damage the structure of the building, Two Rivers Housing has the right to repair or reinstate and make a reasonable charge to you for doing so.

Our rights and responsibilities

Repairs and maintenance

We are responsible for keeping the structure and shared areas of the block in reasonable repair. We are also responsible for keeping the communal areas reasonably clean and well-lit, and for maintaining the communal grounds outside.

Consultation

By law, we have to consult you about any repairs to your block that are likely to cost more than £250 to any one leaseholder. We have to get at least two estimates for the work and give you at least one month to comment before we order the work (except in an emergency, such as roof damage). We also have to consult you when we plan to enter into a long-term agreement that will cost any leaseholder more than £100 each year.

Provide buildings insurance

Under the terms of your lease, we must insure the block, in which you live. This cost is then re-charged to you in your service charge.

You must tell us if you sub-let your home, as this can affect your buildings insurance. If we do not know who is living in the property, you may not be covered in the event of a claim.

Management and maintenance

We will consult you about changes in management and about major repairs and improvements.

We have the right to make decisions about:

- repairs to, and maintenance of, the structure and shared areas of the block /development;
- improvements to the block ; and
- the management of your block.

Charges

We have the right to charge you for:

- ground rent ;
- management costs;
- administration costs;
- repairs to, and maintenance of, shared areas;
- arranging buildings insurance;
- improvements to the block; and
- any other charges relating to the performance of our duties as landlord.

Right of entry in emergencies

We have the right, in some circumstances, to enter your property without notice to carry out repairs if there is a serious risk of damage to the property, or it could otherwise be a danger to other residents. Examples would be if you removed a structural wall or if damage occurred to other properties in the block (for example, if a leak in your plumbing was flooding the flats below).