

# leasehold policy

July 2020

**believe**  
housing

# contents

Section No.	Title	Page No.
1	Policy Aims	3
2	Scope	3
3	Legal Framework	3
4	Definitions	4
5	Leasehold Consultation	4
6	Leaseholder Involvement	4
7	Service Charges including Planned Works	4
8	Lease Extensions	5
9	Sale of Freehold	5
10	Sub-Letting	5
11	Alterations or Improvements	5
12	Breaches of the Lease	6
13	Safety	6
14	Complaints	6
15	Roles and Responsibilities	7
16	Monitoring and Review	7
17	Links to other Policies and Procedures	7

## section 1

# policy aims

- 1.1. This policy sets out believe housing's approach to the management of our leasehold properties in adherence with leasehold legislation and regulations.
- 1.2. believe housing values all our leaseholders and we aim to offer high quality services that represent value for money.
- 1.3. believe housing will comply with its obligations under the lease, relevant legislation and regulatory standards. We expect our leaseholders to be familiar with the terms of their lease and comply with their obligations.
- 1.4. We will ensure that we communicate with leaseholders by providing accurate and timely information that is straight-forward to understand.

## section 2

# scope

- 2.1. This policy covers believe housing's approach to the management of our residential leasehold properties. It does not include our commercial leasehold properties or our shared ownership leases.

## section 3

# scope

- 3.1. The lease is a contractual agreement between the leaseholder and the freeholder (believe housing). The lease sets out the rights and obligations of both parties, so everyone is clear on what responsibilities they have. This policy does not amend or alter the contractual rights.
- 3.2. There is considerable legislation connected with leasehold management including:
  - Landlord and Tenant Acts 1985 and 1987
  - Commonhold and Leasehold Reform Act 2002
  - Leasehold Reform, Housing and Urban Development Act 1993
  - Housing Act 1996
  - Law of Property Act 1925
  - Housing and Planning Act 2014
  - The Service Charges (Consultation Requirements) (England) Regulations 2003
  - Regulatory Reform (Fire Safety) Order 2005
  - Control of Asbestos Regulations 2012
  - Data Protection Act 2018

## section 4

# definitions

- 4.1. A lease is a legal agreement that sets out the rights and responsibilities of both the 'tenant' and the landlord.
- 4.2. The landlord is the owner of the building which is divided into flats. believe housing is the landlord.
- 4.3. The use of 'tenant' described in the lease and legislation is more commonly referred to as a leaseholder.
- 4.4. A leaseholder is someone who has leased a flat from us, or previously the Council.
- 4.5. A service charge is an amount payable under the terms of the lease towards the landlord's costs of providing services to a building, including maintaining the building and common areas.

## section 5

# leasehold consultation

- 5.1. We will meet the statutory requirement to consult leaseholders about rechargeable contracts and works as described in Section 20 of the Landlord and Tenant Act 1985. We may consult leaseholders to ask them what they think of our leaseholder services.

## section 6

# leaseholder involvement

- 6.1. In addition to our statutory requirement to consult, we encourage our leaseholders to take part in the involvement opportunities we offer to all our customers.

## section 7

# service charges including planned works

- 7.1. Leaseholders should pay their share of the costs we incur in managing and maintaining the building and environments in which they live. We will recover service charges from our leaseholders as provided by the lease.
- 7.2. We will prepare timely and accurate information about the cost of services provided and other fees. We will provide a range of ways to pay.
- 7.3. Where the lease allows, we will recharge for planned works to the structure or fabric of the building. This could include external painting or re-roofing. We will consult on any major works or long-term contracts in accordance with the relevant legislation.

## section 8

# lease extensions

- 8.1. We will consider applications for a lease extension in line with legislation.

## section 9

# sale of freehold

- 9.1. Where all properties in a block have been sold on long leases, we will consider the possibility that leaseholders can purchase the freehold from us.

## section 10

# sub-letting

- 10.1. Where a lease contains an absolute prohibition on subletting then the leaseholder has no right to sub-let.
- 10.2. Where the lease allows for sub-letting, we will comply with our obligations. Where leaseholders sub-let their property, they will themselves become a landlord and will have certain statutory obligations imposed upon them and that may include the requirements to carry out an annual gas safety inspection by a gas safe registered operative.
- 10.3. It is the leaseholder's responsibility to fully understand and comply with the terms of their lease and for the actions of their tenants if they sub-let, including any costs that may be incurred because of their tenants' actions or behaviours.

## section 11

# alterations or improvements

- 11.1. In accordance with any requirements in the lease leaseholders wishing to make alterations and improvements must submit full details of the proposed works to believe housing before carrying out the alteration/improvement. Under no circumstances can leaseholders remove or effect any structural walls, change the appearance of the outside of the building or the shared or communal parts in any way.
- 11.2. If we refuse permission, we will write to the leaseholder explaining the reason for the refusal.

## section 12

# breaches of the lease

- 12.1. believe housing will take appropriate action if a leaseholder is acting in breach of the terms of their lease. Examples of breaches include:
- Non-payment of service charges
  - Unapproved works to the home or building
  - Improper use of the home or building
  - Failure to maintain, or damage to, the property
  - Anti-social behaviour including harassment or neighbour nuisance
  - Failure to allow our employees, contractors or agents access to inspect or repair
- 12.2. We will work with the leaseholder to resolve any breach where it is appropriate to do so, however, if the breach continues or is serious then legal action may be taken. We will seek to recover the cost of any damage to the property and any costs incurred by us in dealing with the breach to the lease.

## section 13

# safety

- 13.1. believe housing takes the safety of its tenants and leaseholders seriously and we expect leaseholders, who contribute to the overall safety of their block, to do the same. Leaseholders should ensure that electrical and gas installations and conduits are in safe working order, have them checked periodically and ensure anyone who works on them is properly qualified to do so.
- 13.2. We also expect leaseholders to co-operate with any measures we look to put in place which contribute towards the safety of leaseholders or others.

## section 14

# complaints

- 14.1. Any complaints relating to the service provided by believe housing to its leaseholders will be dealt with through our complaints policy and process.
- 14.2. If a leaseholder is dissatisfied with a service or the charge levied by us for a service then they may take their own advice, for example from a solicitor, legal advice centre, Citizens Advice etc. More information can be obtained from the Leasehold Advisory Service which is an executive non-departmental public body, sponsored by the Ministry of Housing, Communities & Local Government: <https://www.lease-advice.org/>
- 14.3. Any complaints related to anti-social behaviour or neighbours should be brought to our attention and we will deal with them in accordance with our tenancy management and antisocial behaviour policies.

## section 15

# roles and responsibilities

- 15.1. The Director for Assets and Compliance is responsible for ensuring that this policy is adhered to.

## section 16

# monitoring and review

- 16.1. This policy will be reviewed every three years unless there is a significant incident, important change in circumstances or legislation which would warrant a review being carried out at an earlier date.

## section 17

# links to other policies and procedures

- 17.1.
- Anti-social Behaviour Policy
  - Asbestos Management Policy
  - Fire Management Policy
  - Gas, Solid Fuel and Electrical Policy
  - Rent and Service Charge Policy
  - Repairs Policy

