

# Information for Hillingdon Council leaseholders

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This booklet is only for leaseholders of properties that were originally purchased under the Right To Buy scheme.

As a leaseholder, you are responsible for everything within the four walls of your flat or maisonette, including floorboards, and plaster on the walls and ceiling. You do not own the loft space and have no right to go into the loft space, unless you need to carry out a repair to a water tank that serves only your flat.

It is your responsibility to contribute towards the cost of maintaining the block and shared areas, and for the provision of services.

There are many questions leaseholders ask about the services we provide. In this booklet, we have tried to answer some of the most frequently asked questions and explain who to contact.



## Section 1

### Ways to pay your service charge

We offer a range of ways you can pay.

#### Direct Debit

This is the simplest and most convenient way of paying. To ask for a Direct Debit form, contact us on ☎ 01895 556049 or ☎ 01895 250891.

You can also print off the two-page Direct Debit form at 🌐 [www.hillingdon.gov.uk/servicechargeoptions](http://www.hillingdon.gov.uk/servicechargeoptions).

This printed form needs to be completed with your bank details and your preferred payment date then posted to us.

#### Online payments

To pay your service charges and major works online by debit card/Visa debit/Maestro/Visa/Mastercard, visit 🌐 [www.hillingdon.gov.uk/pay-service-charges](http://www.hillingdon.gov.uk/pay-service-charges).

You can pay your service charges and major works invoices via this link. You will need your eight-digit reference number for service charges, or nine digits for major works as shown on your invoices, plus the post code of your leasehold property.

#### Standing order

To ask for a standing order form, contact us on ☎ 01895 556049 or ☎ 01895 250891.

#### Telephone banking

If you have telephone banking arrangements, you can pay quoting sort code 60-22-10, account number 72430184 and the eight-digit reference number shown on your bill.

#### Phone

You can pay by debit or with credit card over the phone. Please dial the automated payment line ☎ 01895 556699 and have your eight-digit reference available.

#### Swipe card

You can pay by using your swipe card at most Post Offices or using cash at Pay Point retail outlets. If you want further information or need to order a new or replacement card, call us on ☎ 01895 556049 or ☎ 01895 250891.

#### Cheque by post

Please send your cheque, made out to 'London Borough of Hillingdon', to:

Leasehold Team,  
Directorate of Central Services,  
2N Civic Centre,  
High Street,  
Uxbridge UB8 1UW.

Please write your address and reference number on the back of your cheque.

#### Post Office

You can pay at any Post Office using cash, debit card or a cheque made payable to 'Post Office Ltd'. You will need your swipe card to pay at a Post Office.

## Section 2

### Leaseholders' Association

The Hillingdon Association of Council (Domestic) Leaseholders was formed in 1983. Its main priorities are to:

- give leaseholders a voice
- represent and protect the interests of all council domestic leaseholders in the borough of Hillingdon.

The association is completely non-political and works with the council to discuss and review any changes that are likely to affect the management of leasehold properties.

Members of the association's committee regularly attend all meetings where leasehold representation is needed, various Hillingdon Council departments and meetings with councillors when necessary.

The association's running costs have been funded by a small charge on all leasehold properties and paid to them as a grant.

You can become an association member for £2 per year for each dwelling.

If you would like to become a member of the association, please email our membership secretary @ [hh.leaseholders@btinternet.com](mailto:hh.leaseholders@btinternet.com).

## Section 3

### Service charges

This is in line with the terms of your lease.

#### 1. How do you work out my service charges?

To work out your service charges, we have divided all our estates with flats into small groups. A group might cover a single block of flats or several blocks on an estate. It is the area edged in green or black on either plan A or B relating to your property.

First, we work out the total cost of providing a service to that group of flats. We then divide this by the total rateable value of all the flats in that group – this is the ‘unit cost’ for that particular service. We then multiply this unit cost by the rateable value of your property. This is the amount you must pay for a particular service.

In other words, we work out the total cost of each part of the service charge for the group of flats shown on either plan A or plan B, and then charge each flat according to the rateable value of that flat.

We work out the charges using the costs during the previous financial year (1 April to 31 March). Based on these costs, we then estimate what the likely costs are going to be during the following year. We try and make sure that the estimated charges are as close as possible to the actual costs, but if the estimate is too high and you have overpaid, we will take this into account when we send you the following year’s service charge invoice.

#### 2. When do I have to pay my service charges?

Under the terms of your lease, the annual service charges are payable twice yearly on 30 June and 31 December. We will send you an invoice each year, usually in August/September, advising you of the payments due. You can then choose to pay the full year’s charges in one payment, or in two payments (the first on receipt of the invoice and the second on 31 December), or by monthly instalments. Please see Section 1 ‘Ways to pay your service charge’ for details of the options available to you for making these payments.

#### 3. What happens if I don’t pay my service charges?

If you have any difficulty paying your service charges, you should contact us as soon as possible, so that we can give you advice and support. If you don’t contact us, we will have to apply to the County Court for a judgement order, which could affect your credit rating. You will have to pay our legal, court costs and interest. If you regularly don’t pay, you will have broken the terms of your lease, and we could then take action to take back your lease. This means that you could lose your home.

#### 4. Can you provide me with a service charge or major works statement?

Yes. If you ring us on ☎ 01895 556049 or ☎ 01895 250891, we can send you one.

#### 5. Is there any other advice or help available?

If you are in receipt of any state benefits you may be entitled to receive some financial help with paying your service charges or interest on your mortgage. Visit 🌐 [www.gov.uk/universal-credit](http://www.gov.uk/universal-credit) for more information.

If you are making a claim, please ask us for a breakdown of charges. Contact us on ☎ 01895 556049 or ☎ 01895 250891. Please contact your local Job Centre Plus. You can also go to your local Citizens Advice Bureau (CAB) 🌐 [www.hillingdoncab.org.uk](http://www.hillingdoncab.org.uk).

Please remember that if you are experiencing any financial problems which affect your ability to pay your service charges, it is important that you contact us.

## Section 4

### Repairs

#### 1. Which repairs are you responsible for?

All repairs to the outside of your flat and block are generally our responsibility. Under the conditions of your lease, you have to contribute to the cost of any work to your block or group of blocks.

There may be certain shared services that run through your flat, such as shared heating or aerials. We maintain these services. We are also responsible for the structure, for example, the walls behind the plaster.

We are not responsible for repairing any service that only affects your flat. For example, if there is a problem with your water storage tank and it supplies only your flat, any repair is your responsibility. A leaking radiator is another example of a repair that is your responsibility.

This applies unless your heating and hot water is shared with the rest of your block (for example Uxbridge and Hayes Town Centre Estates and Colley House). If your heating and/or hot water is supplied from a communal boiler system then please call our repairs number  01895 556600 and press option 1. This will take you through to the heating contractors. You should tell them you are a leaseholder. They will then arrange a visit and will charge you directly. If you are not sure who is responsible, please ask the Repairs Contact Centre.

### **2. How do I report a repair?**

If, under the conditions of your lease, the council is responsible for carrying out the repair, and this is not an emergency, please arrange an appointment via  [www.hillingdon.gov.uk/requestrepair](http://www.hillingdon.gov.uk/requestrepair). You can do this 24 hours a day, and it now means you no longer need to call us to book in repairs. All you will need is your payment reference number, postcode and surname to log in. Please keep your request to the essential facts of the fault so our operatives and contractors have a clear understanding of it before they attend. Include specific locations and numbers of items where needed, and when someone will be available if we need access to your property. If the repair is an emergency, you will be directed to call the Contact Centre.

### **3. What happens if you need to come to my home?**

We offer AM and PM appointments rather than specific times, but we can usually work around school run commitments and medical appointments that you tell us about. In special circumstances we may be able to offer a 'first call' or 'last call' appointment. Please let us know about these when you book the repair.

### **4. How quickly will you carry out the work?**

Some of our jobs are passed to specialist contractors and have varying timescales depending on the nature of the breakdown.

These services include:

- communal heating systems
- alarm systems
- lifts
- door entry systems
- communal TV aerials.

We will attend all emergencies within 24 hours of receiving the report and we aim to make safe all dangerous situations within four hours. We aim to complete all repairs on the first visit. If this is not possible, the operative will arrange another appointment before they leave site, unless scaffolding or materials need to be ordered and the delivery date cannot be confirmed, or if a contractor needs to attend instead. Large repairs or those requiring different trades may take two or more appointments to complete.

### **5. Why do you need to inspect a problem before it can be repaired?**

Sometimes we need to send an operative, officer or contractor to find out the cause and extent before we can arrange for the work to be done. We will tell you if we need to do this, and when the officer will come.

If we then need to come to your home to do the work (i.e. if the problem is in your property) we will make an appointment with you. If we don't need to enter your home to inspect, we can ask the officer to contact you after their visit. They will let you know if any work is going to be carried out.

## Section 5

### Major work

#### 1. What is major work?

Major work includes projects like refurbishing the roof, painting the outside of the block, or installing or upgrading security systems.

#### 2. Why do you charge me for major work, on top of the service charges I already pay?

The communal area repairs cost you pay, included in the annual service charge, covers minor repairs to shared areas of the block or estate, for example, blocked drains, a leaking roof, faulty lights, mending dangerous paths and so on. Work such as decorating the shared areas and re-roofing is not covered by this annual service charge and is carried out as part of a separate maintenance programme. The costs will be shared between all flats in the block. Under the terms of your lease, there are no provisions for a sinking fund.

#### 3. Will you consult me before this work is carried out?

Whenever we are going to charge more than £250, we will always consult you. The Commonhold and Leasehold Reform Act 2002 clearly sets out what we must do. The legal requirements can vary, depending on the planned contractual arrangements for carrying out the work, but we will always consult you on the extent and cost of the planned work. We will provide you with a plain English summary of the legislation when we consult you.

The booklet is called 'Guide to Major Works fact file 106' you can download it at  [www.hillingdon.gov.uk/guide-to-major-works](http://www.hillingdon.gov.uk/guide-to-major-works).

#### 4. Can I do some of the work myself?

In some cases (for example, work to the windows or doors to your flat) we may agree to allow you to do the work yourself, but you must get our permission, for which there will be a charge. You may need to sign a legal agreement. Please also see Section 6.

#### 5. How can I pay for the work?

When we consult you about the work, we will enclose a leaflet that sets out the different ways to pay and other help that is available to

you. If you have any particular concerns, even before work starts, please contact us. Also see Section 1 of this booklet for the ways to pay details.

## Section 6

### Leaseholders' repairing responsibilities and making alterations to the flat

#### 1. Which repairs am I responsible for?

Normally, all repairs inside your flat are your responsibility, for example, plaster on walls and ceilings, floors (including the screed), sanitary fittings (toilets, basins and so on), electrical installations, pipes and cables, and any services that serve only your flat. You are also responsible for any cables or pipes that serve only your flat (for example, the water supply pipe that runs from the shared water supply pipe into your flat). This means that if there is a leak coming from a pipe that is in your flat, it will be your responsibility.

But you may be able to make a claim on your insurance (see Section 8). You are also expected to carry out any repairs to windows and doors to your flat, unless there are health and safety issues – for example, windows in tower blocks. We are responsible for the structure of blocks of sheds, for example if the roof needs repairing, but you are responsible for carrying out repairs to shed doors. If the shed is in your garden, you are responsible for carrying out repairs to it.

#### 2. Can I do any work to my flat myself?

If you want to change any part of the inside or outside of your flat, including carrying out any structural alterations, fitting new windows or a new front door, you must get permission from the Tenancy Management team first. For example, your lease does not allow you to:

- remove walls;
- brick up doors;
- alter the appearance of the flat; or
- make any alterations to, or grant you exclusive use of, loft spaces (in the case of upper-floor flats).

It is likely that we will give you permission to change your windows or front door to an agreed specification, or to install central heating, as long as you meet certain conditions. We will ask you to pay the administrative costs in giving you permission for carrying out work. You must contact your tenancy management officer first before you start doing any of the work. If you don't, you will be breaking the terms of your lease, and you may have to pay more money to have the work redone. For example, if you fit the wrong type of door, (which should be a certified fire door), or if you otherwise interfere with the way the building was designed to prevent the spread of fire, you might put yourself and other residents at risk.

Also, it may cause you a problem if you want to sell your flat. You will also be responsible for getting any necessary building regulation or planning approval. You should check with your builder whether there are any materials containing asbestos that may be affected by your proposal. We can offer you an asbestos survey and advice about the safe removal of any asbestos that may be affected by your proposals, but there is a charge for this.

This could include costs based on the time our surveyors spent checking the work you are going to have done. Your tenancy management officer will give you more details. If, once we have given you our permission to carry out work, you damage the structure of the block you will have to pay the cost of repairing the damage.

### **3. Can I paint the outside of my flat?**

We may agree to you repainting the outside of your windows and doors. You must get formal approval from your tenancy management officer, and we may ask you to follow a standard colour scheme.

Please note that in line with the conditions of your lease, you may still have to contribute towards costs when we carry out redecoration to your block.

### **4. Am I responsible for all gas appliances?**

Yes. We strongly recommend that you have any gas appliances, in particular any gas boilers or fires, checked every year. One of the

main reasons for this is to reduce the possibility of carbon monoxide poisoning. If anyone sleeps in the room containing a boiler, this issue is particularly important. You could consider fitting a carbon monoxide alarm. If you fail to keep to your responsibilities under the lease and there is an accident, you may be held personally liable for any damage or injury caused. If you sublet your tenancy changes.

A Gas Safe registered engineer must carry out the safety check in your property. You must give your tenant a copy of the gas safety certificate within 28 days of it being carried out or before they move in, and you must keep a record of each safety check for two years.

You may be asked to provide a copy to the council to ensure that you are complying with gas safety regulations for the safety of your tenant and other residents in the block. You are also obliged to show your tenant how they can turn off the gas supply in the event of a gas leak. The Health and Safety Executive (HSE) runs a free Gas Safety Advice Line on ☎ 0800 300 363. For further information, visit 🌐 [www.hse.gov.uk/gas](http://www.hse.gov.uk/gas).

You can find a local registered engineer to carry out gas works via the Gas Safe free helpline ☎ 0800 408 5500 or via the website 🌐 [www.gassaferegister.co.uk](http://www.gassaferegister.co.uk) where you can search by your postcode.

### **5. What about the wiring?**

You are responsible for making sure that the electrical wiring in your property is in good condition. Anyone carrying out electrical work in homes and gardens has to follow the Building Regulations. About 10 people are killed and many hundreds more seriously injured every year because of poor electrical installations. The changes to building regulations are designed to increase safety and reduce the number of deaths and injuries caused by unsafe electrical installations in the home.

Electrical safety checks are required every five years or on re-letting a property if you have sublet your flat or maisonette.

## 6. What will happen if I do not follow the building regulations?

- The electricians might not be safe.
- You may have difficulty selling your home if you do not have the right electrical safety certificates.
- Hillingdon Council's Building Control service may insist that you put right any faulty work.
- You will have broken the terms of your lease.

## 7. Where can I get more information?

Please visit  [www.gov.uk/building-regulations-approval](http://www.gov.uk/building-regulations-approval). You are responsible for any damage or injury caused because you have failed to make sure that the electrical installation is safe, as set out in Section 6.

## 8. Fences

The council will not undertake any fence repairs or renewals for leaseholders that have private gardens, with the exception of the privacy panel, which we will maintain on both dividing and boundary fences. Leaseholders must maintain their own front and rear fences, both dividing and boundary. Leaseholders can still report damage to fences for communal gardens and estate boundaries.

# Section 7

## Other service charges

### How do you work out other service charges?

#### Grounds maintenance

Grounds maintenance includes cutting the grass, bushes and similar. The council carries out grounds maintenance work on its housing estates to make sure that they are maintained to a good standard. The amount you pay is based on the cost of the works.

If you would like more information on the grounds maintenance service or wish to report overgrown grass, vegetation or hedges, visit  [www.hillingdon.gov.uk/grasscutting](http://www.hillingdon.gov.uk/grasscutting).

#### Electricity

We base the amount you pay on what we are charged by the electricity supplier.

#### Installing renewable/low carbon energy technologies

Hillingdon Council recognises the need to lead by example by reducing the environmental impact of our own estate and operations, so welcome applications for renewable/low carbon energy technologies. Examples of such technologies include, but are not limited to:

Examples of such technologies include, but are not limited to:

- air source heat pumps
- ground source heat pumps
- solar thermal panels
- solar photovoltaic cells.

Anyone planning to install renewable/low carbon energy technologies in their leasehold property needs to obtain the permission of the council as freeholder.

Please note that any application requiring access to any "common" area not forming part of the applicant's own flat or house under their lease (e.g. the roof) will generally be refused, because of the need that the council has to safeguard the interests of residents in the building as a whole, in building management and health and safety terms.

Applications for areas within the applicant's own flat or house or garden will be considered against the following criteria:

- impacts on neighbours
- impacts on maintenance.
- impact on future planned works
- health and safety
- legislative requirements.

All those considering making an application for permission are urged to consider the following:

- some technologies can, at present, be expensive to run if the property is not insulated appropriately (regular window and/or wall insulation may be effective)
- some installations can require changes to internal plumbing which can also be costly
- leaseholders generally will not be allowed to disconnect from the council's communal heating systems, the council is evaluating how its heating networks can be decarbonised
- leaseholders will generally not be allowed to install external heat pumps on the external structure of blocks.

### Housing administration

This includes:

- the costs of the staff directly involved in running the service to leaseholders
- the time of other staff members who are involved in providing a leasehold service, such as tenancy management officers, finance and accounting staff; and
- other overheads, such as a contribution towards office accommodation and computer costs.

The Leasehold team has a focus on the financial aspects of the management of the lease. All other aspects of the lease are managed by the Tenancy Management team who are also responsible for the management of our weekly tenancies.

Examples of the services provided include, but are not limited to:

- nuisance and anti-social behaviour
- unauthorised works
- landlord consents
- boundary disputes
- access issues
- overgrown gardens and
- subletting

### Caretaking

This charge is based on the amount of time that our Caretaking service spends on your block or estate. We will work it out using the total cost of providing a caretaking service. If you would like more information about caretaking or to report any issues, email [@hhs-caretakers@hillington.gov.uk](mailto:hhs-caretakers@hillington.gov.uk).

## Section 8

### Buildings insurance

#### 1. What does the buildings insurance policy, paid as part of your service charge, cover?

Through your service charges, we arrange buildings insurance cover. It insures the building you live in, up to the full cost of reconstruction. It also covers damage to the structure of the building caused by fire or flood, as well as the internal structure of your flat and the fixtures and fittings.

You can also read the full policy at

[www.hillingdon.gov.uk/buildings-insurance](http://www.hillingdon.gov.uk/buildings-insurance).

#### 2. How is the insurance premium worked out?

The buildings insurance cover is worked out by assessing the total rebuilding cost of your block.

This figure was reassessed during 1997/1998 and affects the insurance service charge payable from 1998. The value then changes in line with the house and flats rebuilding cost index, which is worked out by the Royal Institution of Chartered Surveyors. The actual amount you pay is based on the rate set by the insurers.

#### 3. What is the value of my insurance cover?

The amount of your insurance cover is shown on the annual service charge invoice.

#### 4. Can I change the value of my insurance cover?

You should not have to do this. The method of working out the level of cover has been agreed with the insurer. This includes yearly revisions as a result of any increase in building costs.

#### 5. How do I pay for the insurance cover?

The insurance premium is included in the annual service charge. Under the conditions

of your lease, you should pay the amount shown on the service charge invoice in full on 30 June and 31 December each year. We allow you to pay the full year's premium by instalments.

### **6. What happens if I do not pay the insurance premium?**

If you have not paid the amount shown on your service charge invoice, or we have not received your first instalment within four weeks of the invoice date, you will be breaking the terms of your lease. You will place your insurance cover at risk and may not be entitled to make any claim.

If, for example, the block is affected by fire, subsidence (the ground moving underneath the building) or storm damage, you will personally have to meet your share of the cost if the insurance company refuses to meet your claim because you have not paid your premium.

### **7. How do I make a claim?**

If, after checking the policy, you believe you can claim under the policy, you should contact the claims handlers. They can be contacted on ☎ 0344 412 9988 during office hours. In an emergency out of hours, call ☎ 0345 604 9824. You will need to give the policy number – 32/SP/29389726 – and your name and address.

### **8. Policy excess (the first amount of any claim you will have to pay)**

If the claim is successful, you will need to pay the appropriate excess shown below:

- water damage (for example, from burst pipes or a bath overflowing) – the first £1,000 for each claim
- subsidence – the first £1,500 for each leaseholder
- £1,000 each and every claim will apply in respect of the properties in postcodes CT9, HA4, UB7 and UB8
- any other losses – the first £500 for each claim.

### **9. Can I claim back any of the excess?**

If you were thinking about trying to recover the excess, you would have to prove that it was the result of negligence. For instance, in the case of water leaking from the flat above,

legal liability would apply where the resident above has acted negligently or failed to act once they have been made aware of a leak. You could try to recover the excess directly from the resident above or apply through the small claims court. If you believe any damage is caused by negligence, please tell your tenancy management officer so that we can, where appropriate, write to the resident to try to prevent any further damage.

### **10. What's not covered by this building's insurance?**

The insurance does not cover the contents of your home, such as your personal belongings, furniture, and so on, or damage due to 'wear and tear'.

### **11. Extra insurance**

You might want to arrange additional insurance such as your own contents insurance and/or separate breakdown cover for your boiler and central heating system.

### **12. Where can I get more information?**

You can download a copy of the full policy at  [www.hillingdon.gov.uk/buildings-insurance](http://www.hillingdon.gov.uk/buildings-insurance).

### **13. Water damage**

Please note that as a leaseholder you may be held responsible for water escaping from your home. You have a duty in such circumstances to mitigate the potential for damage to other properties and common areas of the building. You must establish where the stop cock is for your property [this is often under the kitchen sink or in a service cupboard in your home] and ensure on a regular basis that it is in proper working order by turning the stop cock off fully and on again. If you cannot locate your stop cock or if it is not working correctly, please contact our Repairs service.

If you are going away over the winter period for any length of time you must turn off your water and you should leave on some background heating or operate a 'frost stat' so your heating comes on in the event of very low temperatures. If you are unable to protect your pipework in this way you must turn off and drain down the water system in your home to prevent the potential for burst pipes and flooding.

## Section 9

### Contents insurance

The buildings insurance cover in Section 8 does not cover your contents.

## Section 10

### Subletting

#### 1. Can I sublet my flat?

Yes, but you should give us a contact address, and an emergency daytime phone number, for yourself, your tenant and any agent who may manage the property for you. This is to help us in cases of emergency or if a repair needs to be carried out that is your responsibility, or if your subtenant is causing a nuisance. It would be a breach of the terms of your lease to sublet other than as a private dwelling house in the occupation of a single family. Please also see Section 11 on fire safety.

#### 2. Is there anyone else I should tell?

You may need to get your lender's permission if it is a condition of your mortgage. You should also check with your home contents insurers otherwise you may find that any claim you make is not covered.

#### 3. Will it affect my buildings insurance?

No, but you will have to make any claim yourself.

#### 4. Am I still responsible if the lease is broken in any way?

Yes. The obligations and conditions in your lease will still apply, even if you are not living in your flat. For example, you are still responsible for paying your service charges, (and heating charge where applicable) and you are also responsible for your tenant. As a result, you should make sure that any tenancy agreement has the same rules and regulations that are in your lease.

#### 5. Are there any other precautions I should take?

You will be responsible for the landlord's duties set out in the Gas Safety (Installations and Use) Regulations 1998. Please see question 4 under 'Leaseholders' repairing responsibilities and making alterations to the flat' earlier in this booklet. You may also want to speak to a solicitor when preparing a tenancy agreement.

## Section 11

### Fire safety

#### General advice

You need to ensure that you and your family have an escape plan and know what to do in the event of a fire in your home or elsewhere in the block if you live in a flat with communal areas.

For more information about high-rise buildings, visit  [www.hillingdon.gov.uk/high-rise-buildings](http://www.hillingdon.gov.uk/high-rise-buildings).

#### Smoke alarm

If you don't already have one, remember that a working smoke alarm can save your life. It provides vital early warning and extra time to escape if there is a fire. They cost around £8 and can be bought at most supermarkets, DIY stores and electrical equipment shops.

Alternatively, London Fire Brigade is offering all Londoners a home fire safety visit. Get in touch and they will visit your home, provide fire safety advice and fit smoke alarms if you need them  [www.london-fire.gov.uk](http://www.london-fire.gov.uk).

#### Shared areas

Your safety also depends on your ability to leave by your front door and to reach a place of safety outside. You must not place items in shared areas such as landings, corridors, balconies and staircases as they could prevent you escaping from the building in the event of a fire. Anything that restricts the width of the escape route or presents a trip or slip hazard is unacceptable and is a fire risk. You must also not use the shared areas as an extension of your home.

The service cupboards, in blocks of flats, are kept locked and are not for use by residents. Also, if you have access into a loft space, you must not place items in the loft.

#### Alterations

You should always seek permission if you want to carry out any alterations to your home, including fitting a new front door. For further details, please see Section 6.

#### Notification of new occupier

It is important that you notify us of any change of occupancy, together with an address for mail to be sent to, including if possible, your telephone contact number(s).

You can get further information on fire safety from the national fire safety website,

 [firekills.direct.gov.uk](https://firekills.direct.gov.uk)

### Access

You must provide the council and its agents access with reasonable notice to your home for the purposes of surveys and investigations. This includes access connected with the council's fire safety obligations.

## Section 12

### Buying the freehold/extending your lease

#### 1. Can I buy the freehold?

As a leaseholder, you may have the right to buy the freehold of the block of flats, together with other leaseholders, as long as you meet the qualifying conditions set out in law. This is known as 'leasehold enfranchisement'. You would most likely have to set up a company to hold the freehold of the block.

To qualify, at least two-thirds of the flats in your block must have been sold, and at least half of the leaseholders must agree to jointly buy the freehold.

#### 2. What happens if some of the flats have not been sold?

You will have to offer the council a long lease of any flats not sold. This means that the council will have to pay the company that holds the freehold all reasonable costs in managing the block.

#### 3. Where can I get more information?

Visit  [www.lease-advice.org/advice-guide/ce-getting-started](https://www.lease-advice.org/advice-guide/ce-getting-started).

#### 4. Information on extending your lease

We cannot deal with any informal requests in terms of the likely premium payable. You would need to seek your own legal advice from a solicitor and valuation advice from a qualified surveyor. The relevant legislation is the Leasehold Reform, Housing and Urban Development Act 1993 (The Act). This Act gives you the right to:

- i. extend your lease by 90 years in addition to the remaining unexpired term at the date of the Notice and

- ii. to have the ground rent reduced from £10 per annum to nil.

A formal notice needs to be served on the council. Once you have served the 'initial' notice, you would also have to pay the council's legal and valuation costs. These will vary depending on individual circumstances but are likely to be a minimum of £2520. More information can be found on  [www.lease-advice.org](https://www.lease-advice.org) or  [www.hillingdon.gov.uk/1897](https://www.hillingdon.gov.uk/1897).

## Section 13

### Have your say

We actively encourage leaseholders to tell us your views about how we can improve service delivery. Some of the ways you can get involved are by:

- joining the Leaseholders' Association, who works with us to ensure leaseholders' voices are heard
- joining or setting up a residents' association to improve your neighbourhood.
- by taking part in occasional surveys and service reviews
- attending meetings, where you can influence decisions about housing policy and delivery. You can give as much or as little time as you wish – it all makes a difference.

To get involved and have your say, please contact the Customer Engagement team on  [customerengagement@hillington.gov.uk](mailto:customerengagement@hillington.gov.uk) or  01895 277038.

## Section 14

### Who to contact

Please also see 'Service contacts' at the end of this booklet.

#### 1. Who do I contact if there are problems on my estate?

- This will depend on what the problem is. A few service teams contribute to the overall appearance and management of our estate environments. Where necessary and appropriate these teams will work together to resolve any issues raised.
- Green spaces including grass, shrubs, bed maintenance and trees – please report on your My Account at  [www.hillingdon.gov](https://www.hillingdon.gov).

uk/myaccount. You can report issues to us 24 hours a day, seven days a week, then check your reports for updates or receive them directly to your email. If you want to chase the progress of a report, you are able to contact the service directly in your My Account. If you've used our previous online self-service, you will still need to register for a new My Account to manage new reports and requests.

## **2. Who can I contact if I'm still unhappy with the response from the tenancy management officer?**

All tenants and leaseholders will have an allocated tenancy management officer who is responsible for the day-to-day management of the tenancy agreement or lease. This includes compliance with conditions, requests for landlord's consent and signposting to appropriate service teams and support providers. The Tenancy Management team can be contacted on ☎ 01895 556666.

If you are not satisfied with any service team you have contacted in relation to either an estate-based issue or a tenancy management issue, please tell the officer dealing with your case. You can also ask them to pass it to a more senior officer to see if the matter can be resolved informally. In line with the council's strategy and commitment to be a 'digital-enabled, modern, well-run council', we are providing new ways for residents to contact us at a time convenient to them.

By letting us know what you think, when we are doing a good job and when you think we could do better, you are helping to improve the services we provide for everyone. If you are dissatisfied with the standard of service, actions, or lack of action by the council, its staff or those acting on its behalf, you can make a complaint. You will not be treated less favourably if you decide to complain, and your complaint will be dealt with in confidence. You can submit a complaint or compliment by completing an online form at 🌐 [www.hillingdon.gov.uk/complaints](http://www.hillingdon.gov.uk/complaints). If you would like advice or guidance on submitting a complaint, please call ☎ 01895 277800 (Monday to Friday, 9am to 5pm).

## **3. Who should I contact if I have any other questions about the conditions of my lease, or about my rights or responsibilities?**

Please contact us on ☎ 01895 556049 or ☎ 01895 250891. It's best to put complicated enquiries in a letter, or in an email to 📧 [leasehold@hillingdon.gov.uk](mailto:leasehold@hillingdon.gov.uk), but you can phone first if you prefer.

## **4. Is there anyone else I can talk to about leaseholders' problems?**

An association has been set up for leaseholders throughout the borough (see Section 2 earlier in this booklet).

There is also an organisation called the Leasehold Advisory Service (known as LEASE). This is an independent advice agency, funded by the government, to give free advice to leaseholders. LEASE can be contacted via 🌐 [www.lease-advice.org](http://www.lease-advice.org).

## **5. What is the role of the Property Chamber (formerly the Leasehold Valuation Tribunal)?**

The Property Chamber (PC) has been given powers to decide how reasonable any service charge is. This means that if you believe that we are charging you for something that is not covered by your lease, or that the cost of the work is unreasonable, or that the work wasn't necessary, and we cannot reach agreement with you, you could apply to the PC. We would also have the right to ask the PC to hear any dispute if, for example, we could not reach an agreement with you about charges that you owe us. For more information, visit 🌐 [www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber](http://www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber).

## Service contacts

Our offices are open from Monday to Friday, 9am to 4.30pm. All teams are based either at the Civic Centre, High Street, Uxbridge, UB8 1UW or at the Harlington Road Depot (HRD).

### Tenancy Management team

☎ 01895 556666 (option 1, then option 4)

@ tenancymanagement@hillingdon.gov.uk

## Anti-Social Behaviour

### Anti-Social Behaviour Investigations team

You can report anti-social behaviour online 24 hours a day, seven days a week at

🌐 [www.hillingdon.gov.uk/myaccount](http://www.hillingdon.gov.uk/myaccount) or visit

🌐 [www.hillingdon.gov.uk](http://www.hillingdon.gov.uk) (select Online Service) or contact them on ☎ 01895 558127,

@ publicprotection@hillingdon.gov.uk.

### Caretaking service (HRD)

@ hhs-caretakers@hillingdon.gov.uk

### Leasehold team

Responsible for collection of service charges, raising/collection of major works invoices and Direct Debits.

- For street addresses A to K

☎ 01895 556049

- For street addresses L to Z

☎ 01895 250891

@ leasehold@hillingdon.gov.uk

### Housing Charges team

Responsible for Direct Debits on heating accounts and raising charges.

@ housingcharges@hillingdon.gov.uk

### Reporting issues with grounds maintenance, trees, waste and recycling

Please report issues on your My Account at 🌐 [www.hillingdon.gov.uk/myaccount](http://www.hillingdon.gov.uk/myaccount). You can report issues to us 24 hours a day, seven days a week, then check your reports for updates or receive them directly to your email. If you want to chase the progress of a report, you are able to contact the service directly in your My Account.

### Reporting repairs (HRD)

If, under the terms and conditions of your lease, the council is responsible for carrying out the repair and this is not an emergency, please log in online and arrange an

appointment via 🌐 [www.hillingdon.gov.uk/requestrepair](http://www.hillingdon.gov.uk/requestrepair). You can do this 24 hours a day, and it now means you no longer need to call us to book in repairs. Alternatively, you can call ☎ 01895 556600.

All you will need is your payment reference number, postcode and surname to log in, provide details of the repair required, and book an appointment. If the repair is an emergency, you will be directed to contact the Contact Centre.

### Hillingdon Council

🌐 [www.hillingdon.gov.uk](http://www.hillingdon.gov.uk)