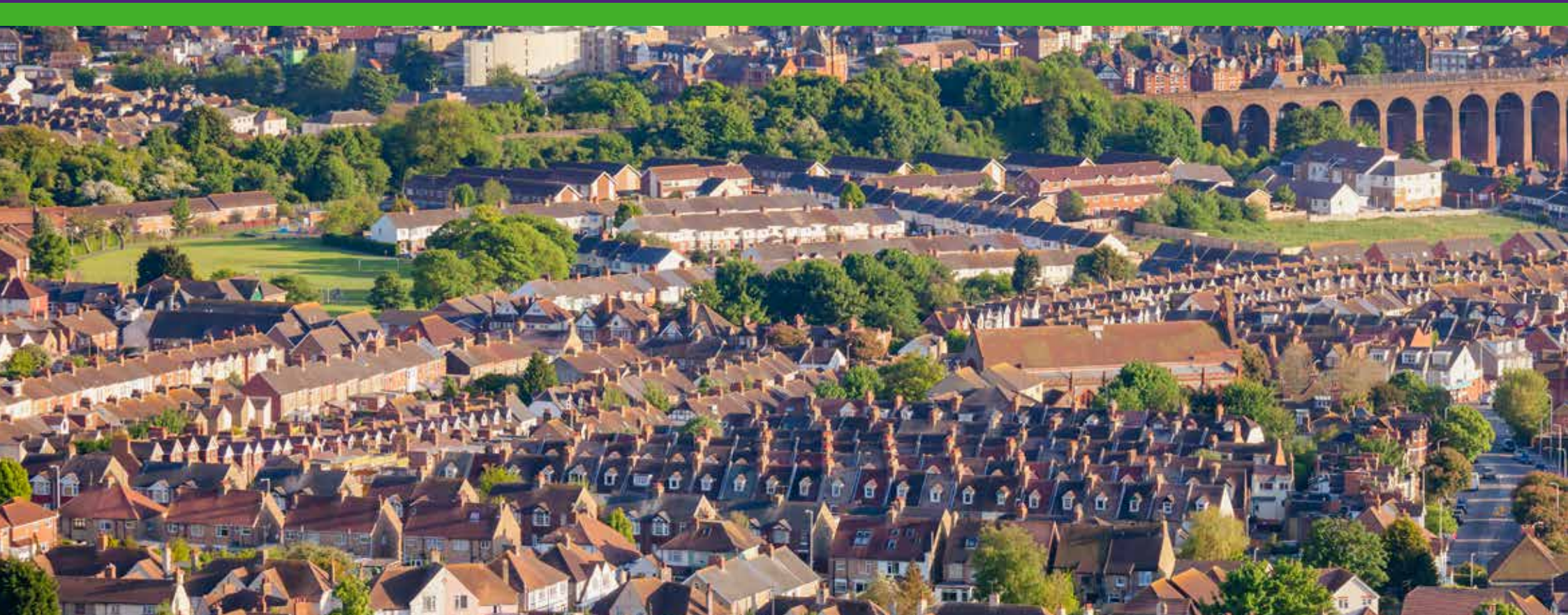


# LEASEHOLDER HANDBOOK



# ABOUT THIS HANDBOOK

This handbook has been written by Folkestone and Hythe District Council's staff, with the help of our residents. It is an invaluable guide on all you will need to know about being an F&HDC leaseholder, your obligations, as well as the council's obligations. We believe that it is essential that you have access to appropriate and easy-to-understand information.

As a leaseholder, you should be aware of your rights and responsibilities to us and your neighbours. You should also be aware of what rights you have and what services and service standards you should expect, as they are not free but are part of your annual service charges.

For more information about any of the details in this handbook (for example, current fees), please visit our website or contact us.

We hope you find this guide useful.

Kind regards

## **Leasehold Service**

Folkestone and Hythe District Council



# FOREWORD

Welcome to your leasehold handbook. Folkestone & Hythe District Council is determined to make our communities the best places to live in the country.

As valued customers and residents we understand that navigating your lease can be difficult at times so we've created this handbook to help guide you through the process.

To further help you understand your lease our leasehold service team is always here to support you and if you have any queries the team can be contacted on 01303 853300 or by email at

[leasehold.service@folkestone-hythe.gov.uk](mailto:leasehold.service@folkestone-hythe.gov.uk)

We want to provide the best possible service to all of our leaseholders. Our services are resident-led and we hope you will get involved.

We look forward to hearing from you and seeing you at some of our community events that run during the year. Details will be advertised on our website and through other publications, which are sent to you.

Kind regards

**Dr Susan Priest**  
**Chief Executive**

Folkestone and Hythe District Council



# CONTENTS

<b>About This Handbook.....</b>	<b>ii</b>
<b>Foreword .....</b>	<b>iii</b>
<b>Contents .....</b>	<b>iv</b>
<b>01 ABOUT US.....</b>	<b>1</b>
Engagement .....	1
Our service.....	1
<b>02 HOMEOWNERSHIP CHARTER .....</b>	<b>2</b>
As your landlord, we will: .....	2
In return, we ask you to:.....	2
<b>03 THE LEASE .....</b>	<b>3</b>
What is a lease? .....	3
Responsibilities .....	3
Leaseholder’s responsibilities .....	4
Landlord’s responsibilities .....	4

<b>04 SERVICE CHARGES .....</b>	<b>5</b>
What are service charges? .....	5
Invoices.....	5
Ways to pay .....	6
What’s included within my service charges? .....	7
Service charge element description .....	7
Are you finding it hard to pay your service charges?.....	8
I refuse to pay the service charges .....	8
Section 20b.....	8
Ground rent.....	8
<b>05 MAJOR WORKS .....</b>	<b>9</b>
Consultation .....	10
Emergency works .....	10
Contents insurance and major works.....	10
<b>06 REPAIRS .....</b>	<b>11</b>
Repairing responsibilities .....	11



How to report a repair.....	11	Making a claim.....	15
Emergencies .....	11	Home contents insurance.....	15
Access to your property for repairs or other works .....	11	Leaving your property empty.....	15
<b>07 SINKING FUND .....</b>	<b>12</b>	<b>11 OTHER LEASEHOLD MATTERS.....</b>	<b>16</b>
What's a sinking fund?.....	12	ASB Anti-Social Behaviour.....	16
<b>08 ALTERATIONS AND IMPROVEMENTS.....</b>	<b>13</b>	Council tax.....	16
Consent.....	13	Bought under the Right to Buy? .....	16
Retrospective consent.....	13	Fly tipping.....	17
<b>09 SELLING YOUR HOME.....</b>	<b>14</b>	Utilities .....	17
Pre-sales information/management pack.....	14	Pets .....	17
<b>10 BUILDINGS INSURANCE .....</b>	<b>15</b>	Parking.....	17
What's covered? .....	15	Sub-letting.....	18
		<b>12 USEFUL CONTACTS .....</b>	<b>19</b>



# 01 ABOUT US

We want all our residents to enjoy their homes and communities and our aim is to provide the best services possible.

*Folkestone & Hythe District Council (F&HDC) regained the management of the housing stock from East Kent Housing on 1 October 2020.*

## Engagement

Since our inception we have strived to make your homes, other buildings and estates where you live a more pleasant and enjoyable place to live.

The council's vision for the Housing Management Service is 'to create a world-class, digitally enabled service that is easy to do business with and where tenants are at the heart of everything we do'.

Leasehold services are an essential part of F&HDC's Housing Management Service. Therefore, we are committed to placing you, our leaseholders, at the very heart of all that we do.

Leasehold services will be using the comments and suggestions made by its leaseholders through forums and other groups to shape, mould and continually evolve the service. Involvement opportunities will be made available and advertised on the website.

Your voice is extremely important to us, so please get involved in all the opportunities we have.

## Our service

### What does the leasehold service do?

The leasehold service carries out many different tasks not only for our leaseholders, but also for other residents and property owners.

Some of these tasks include:

- We calculate service charges and send out invoices biannually (estimated and actual service charges), including major works.
- We answer questions related to selling your property or re-mortgaging.
- We assist with requests to carry out improvements and alterations.
- We provide official consultation for major works (section 20 notices).
- We assist in extending the lease of your property.
- We provide general advice on all leasehold matters.
- We are responsible for the collection of service charge arrears.

You may be able to contact the service provider directly for other services that form part of your services charges. For example, the repairs service for logging a communal repair.



## 02 HOMEOWNERSHIP CHARTER

The homeownership charter was developed with FHDC's leaseholders, shared owners, and other key stakeholders. The charter sets out the service standards you should expect from the homeownership service at FHDC. In return, the charter also sets out what we expect from you as service users. This charter is in addition to the tenant's charter and the councils service standards. Details can be found on the council website.

### As your landlord, we will:

- Treat you with respect as a valued homeowner and ensure that all interactions are based on openness, honesty and transparency.
- Provide engagement events so you can actively get involved with shaping the service and the neighborhoods you live in.
- Ensure service charges are accurate and reasonable.
- Listen to your views and act where appropriate.
- Ensure homeowners comply with the covenants within their lease.
- Ensure FHDC comply with their requirements as the landlord (Freeholder).
- Provide clear and concise information including statutory consultation and invoicing.
- Make service improvements allowing you easier access to your account and other service-related information.

### In return, we ask you to:

- Treat council staff and contractors with honesty and respect. Rude, aggressive behaviour, and bad language will not be tolerated.
- Pay any service charges demanded on time and in accordance with the service charge payment options available. If you are having difficulty in making payment, please contact us we will offer advice and signpost you to the relevant agencies.
- Report issues to the relevant service area.
- Not to use as your own or store anything in any part of the building that isn't within your demised premises without express permission to do so.
- Read and understand your responsibilities under your lease. We know leases aren't the easiest documents to understand and we are here to help you if needed.
- Adhere to the covenants within your lease.
- Make sure you, your family, and any other visitors don't cause a nuisance or harass your neighbours or other residents.
- Report subletting timely.
- Tell us about communal repairs or faults we are responsible for as soon as you are aware of them.
- Provide access when necessary.
- Dispose of your rubbish in the correct bins for recycling, food, residual (landfill) and garden waste, or take large items to a Household Waste Recycling Centre.



# 03 THE LEASE

## What is a lease?

**Your lease is a legal document that sets out the relationship between you (the leaseholder) and Folkestone & Hythe District Council (the freeholder).**

The lease allows you rights over the property for a fixed term. Once the lease expires, the property is returned back to the freeholder.

The lease indicates the rights and responsibilities for both the leaseholder and the freeholder. This includes provision of how and when a property should be managed and maintained. The conditions of the lease are enforceable by law and both sides must keep to them.

Folkestone & Hythe District Council has many different types of leases. These may be dependent on the property type or where the property is situated. Therefore, it's important that you read your lease to understand what your responsibilities are and also what Folkestone & Hythe District Council (the freeholder) is responsible for.

Variations (changes) to the lease are possible if both sides agree to them. If Folkestone & Hythe District Council need to vary the lease we will let you



know and seek your agreement for the change. However, it is advisable that you seek independent legal advice before you ask for your lease to be altered. This is because the process can be complicated and may involve fees to be paid for the variation. It's worth noting that most variations tend to happen when you sell or buy a leasehold property.

**The length of the lease (the term) usually starts at 125 years. This is the standard lease for properties bought under the Right to Buy.** However, that may not be the case due to different factors. It's important that you know when the lease expires and how long is left on the lease. If you leave extending the lease until only a few years remain, it can be costly to extend.

If you need any assistance in understanding the terms within your lease please contact the leasehold service so we may assist you.

## Responsibilities

The responsibilities contained within each lease differs from lease to lease. However, the below lists are examples of the common items both you (as a leaseholder) and Folkestone & Hythe District Council (as the landlord) are responsible for. This is not a definitive list and both parties may be subject to other responsibilities, either contained within the lease or legislation. Therefore, it's important that you check your lease and understand what's included.





## Leaseholder's responsibilities

- Fixtures and fittings within your home, excluding fixtures or fittings which belong to the landlord (eg an entry phone handset).
- Pipes and drains within your home or those that serve it (eg individual water tank, bath waste pipe)
- Internal decorations inside your property. Including superficial cracks to the ceiling and walls
- Ceilings and floors (excluding joists and beams)
- All plaster or other finishes to walls, ceilings or floors
- Electrical wiring within your home
- Gas servicing and servicing of items within your home
- Payment of service charges when requested.



**Please note:** Whilst we are responsible for carrying out works and maintenance to the property, it is a requirement of your lease that you contribute to the cost of those communal works. We will recharge you for your share of any costs through the service charge.

## Landlord's responsibilities

- Ensuring we maintain the structure and fabric of the building and communal areas including walls, foundations, windows (including the glass), balcony doors, gutters, downpipes, fascia and soffits, property front doors, communal doors and the roof
- Estate and other communal areas including communal paths and walkways, communal fencing, bin stores and onsite parking
- All electrical, plumbing and drainage services that are common to the whole building. For example communal lighting, water tanks and lifts
- Decorations to external areas of the building and/or communal areas
- Decorations to internal areas of the building and/or communal areas
- The health and safety aspects of property management. For example asbestos surveys and fire risk assessments
- Collecting your service charges
- Ensuring your service charges are accurate and reasonable
- Consultation on long term agreements and major works.



## 04 SERVICE CHARGES

### What are service charges?

**As a leaseholder, you have a responsibility to pay a proportion of the costs of the council maintaining your building (and estate) where your leasehold property is situated.** The proportion of the cost you pay is determined in your lease and the costs you pay are called a service charge. By law service charges must be reasonable. To make sure we adhere to this, we follow the regulations and best practices to ensure we deliver the best possible value for money for leaseholders in respect of any works we undertake or services we provide in the maintenance of the building (and estate).

The service charges you contribute towards are called variable service charges. This means that the amount you are charged is based on the actual costs that we incur (rather than a fixed, set cost) in managing and maintaining the property, with the amount you contribute adjusted at the end of the year to reflect the actual costs when known. A statement indicating the elements included in the service charges will be provided as part of the invoice pack.

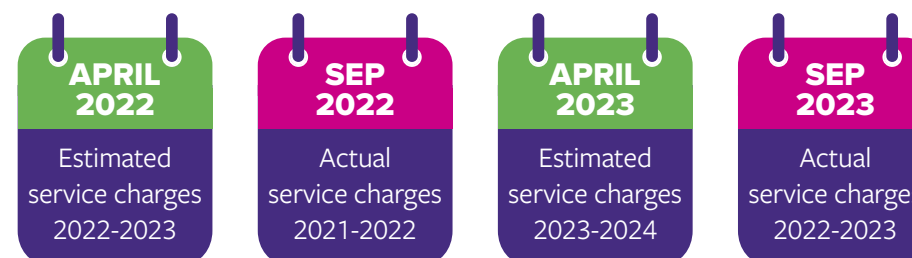
### Invoices

At the start of each financial year, you will receive an invoice for the **estimated service charge costs**. This is the estimated cost of providing the management and maintenance to the building for the financial year ahead.

You will then receive a **final account adjustment** (in September) for the previous financial year.

Once you have received any invoice, you must contact us to make payment in full or to set up a repayment agreement.

Please see the below diagram of how service charge invoicing works.



## Ways to pay

### DIRECT DEBIT

If you have a direct debit in place then you do not have to do anything. The direct debit will be adjusted in line with the invoice. If you would like to set up a direct debit please contact us online or by phone.

### DEBIT or CREDIT CARD

You can pay the invoice using most debit or credit cards.

### BANK TRANSFER

To make a payment by BACS, you will need the following details to make payment.

**Sort code:** 52-41-42

**Account number:** 47159227

**Account Name:** Folkestone & Hythe District Council

Details of all the payment options can be found on our website. If you are experiencing any difficulty in making payment then please contact us.



**Please note:** When making a payment via BACS you must quote your invoice reference number. You are also required to email or post the remittance advice to [revenues.benefits@folkestone-hythe.gov.uk](mailto:revenues.benefits@folkestone-hythe.gov.uk) or post.



## What's included within my service charges?

This will depend on the type of building and estate where your leasehold property is. All leaseholders will have to pay a ground rent or £10 per year, buildings insurance and a management fee. Other elements you may see within your service charges can include grounds maintenance, repairs, and communal lighting.

### Service charge element description

**Ground rent:** A payment to the freeholder for use of the land where your leasehold property is situated.

**Management fee:** This is the cost of the management by Folkestone & Hythe District Council of the building (and estate) where your leasehold property is situated. Some elements of this service include invoicing and calculation of service charges, management of the service charge accounts, managing contractors, leasehold correspondence, leasehold engagement etc. A proportion of the management fee is also used for other sundry items and equipment used in connection with the management of the buildings and leasehold properties, for example IT equipment and postal costs.

**Buildings insurance:** As the freeholder we are responsible for insuring the building. The cost you pay is a proportion of the insurance premium for the building.

**Repairs and maintenance:** You are responsible for paying a proportion of the cost of any repairs required to the building and or estate if required. Repairs can include anything from a roof repair, brick works repairs or footpath repairs. The cost of any repairs will be apportioned accordingly. Repairs which cost more than £250 for any one leaseholder will be subject

to further section 20 consultation (section 20 of the Landlord and Tenant Act 1985, as amended). Ongoing maintenance items which are included in this element are items like bulb replacement and window servicing.

**Health & Safety:** This element of your service charge includes all health and safety aspects related to the building (and estate). Items include fire risk assessments, asbestos reports, and electrical safety testing.

**Communal electricity:** This is the cost of the electricity for the communal parts of the building (and estate). For example, communal lighting and door entry systems.

**Grounds maintenance:** Includes elements such as grass cutting, tree and shrub/flower maintenance within your defined estate.

**Cleaning:** We employ a specialist contractor to carry out the cleaning in our blocks. They work to a standard specification, but the number of times they visit each block per week varies according to the need. It is generally once a week but some blocks are visited twice a week. In summary they sweep and wash all internal floors and stairs, dust and wipe clean all surfaces, handrails, windowsills and communal windows.

**Caretaker:** We have a small team of caretakers who along with the cleaning contractor help us take care of our blocks. Their duties include litter picking, sweeping external courtyards and footpaths, taking care of shared bin areas and removing or reporting dumped items. They also carry out some minor repairs in communal areas (so we do not have to raise a works order with the repairs contractor), and they carry out routine health and safety inspections of all blocks that have shared internal areas.

**Major works:** When we undertake major works they will be included under a separate invoice. The invoice will include details about what works have been undertaken.



## Are you finding it hard to pay your service charges?

Service charges should be a priority debt and ignoring them will only make the situation worse. Therefore, if you are having difficulty paying your service charges, please speak to us.

We are here to help and support you and we may be able to arrange a repayment agreement for you, or refer you to another organisation that may be able to help.

## I refuse to pay the service charges

You cannot unreasonably refuse to pay your service charges. Failure to pay your charges within the specified timeframe will mean that you are in breach of your lease.

You must therefore inform us if you are unhappy about the charges and state the reasons why you are unhappy. We will then investigate the issues highlighted to us and either make no amendments or agree that there is an issue and amend the account accordingly. However, whilst the investigation is underway, you must still pay the services charges. At no point will we put the service charges on hold.

If you do not let us know why you aren't paying, we will have to take action to recover the debt. This may include contacting your mortgage lender or taking legal action and you will be charged an arrears administration fee.

If you are not happy with our explanation after we have investigated the issue and wish to challenge further, you can make an application to the First-tier Tribunal (Property Chamber). The Tribunal will consider some service charge matters, including:

- reasonableness of costs and/or services
- whether the charges are payable and by whom.

## Section 20b

Section 20b or, more commonly known, 18-month rule is the timeframe for when we have to send you the actual service charge invoice for any particular year. If, for any reason, we are unable to send you the actual service charges within this period we will send you what is called Section 20b accounts.

Section 20b accounts show you the amounts we have expended and what we anticipate to expend for that particular year. There will not be anything to pay at that point.

Once the final accounts are known, we will send you an invoice for that year. We anticipate that this will happen rarely.

## Ground rent

Ground rent is a nominal amount you pay us for renting the space where your leasehold property is situated. You will receive a separate demand and invoice for the ground rent, so although it's part of the annual charges, it will show separately.



## 05 MAJOR WORKS

From time to time we will need to carry out works to improve or repair parts of the building and/or estate, such as the communal and structural parts of buildings, communal gardens and parking areas. Costs for these elements of works tend to be quite high and above the scope of normal day to day repairs and maintenance. **If the cost of works is estimated to be more than £250 for each property, then we call these major works.**

Under the terms of your lease, you are required to pay a proportion of the cost of these works as well as any professional fees, such as consultants, surveyors and architects, and planning fees (if required). You will also pay a management administration fee for the additional work required.

Major works can take some time to complete, and we will not know the exact cost of the works until they are completed and the accounts have been confirmed and agreed. However, we will provide you with as much information as possible at all times.

Included within the invoice for the major works service charge will be details on how to make payment and how long you will be able to spread the cost over. As with day to day charges, it's important that you make a repayment agreement.



## Consultation

When we carry out major works or enter into a long term agreement, we will undertake formal and sometimes informal consultation. The formal consultation process is called Section 20 consultation.

Depending on the agreement or works to be undertaken, there will be up to three stages under each schedule.

- **Intention stage** – this informs you of our intention to either enter an agreement or to undertake works which will impact you
- **Proposal stage** – this informs you of our proposal for entering into an agreement or to undertake works which will impact you
- **Award of contract** – occasionally depending on other factors we will send you a notice to inform you of a contractor we have appointed.

Depending on the type of contract, you may have a chance to nominate a contractor. If you do have the opportunity to nominate a contractor we will inform you of the criteria for contractor selection. This will allow you to nominate a contractor which meets our requirements.

### Informal consultation

We value our leaseholders' views and want to deliver the best possible service to you. We believe in the value of informally consulting with leaseholders and will carry out other forms of consultation where possible, such as service review groups, other focus groups and onsite meetings.

## Emergency works

From time to time, major works maybe required in an emergency and we may not be able to consult with you in the same way as we would for other works. In some cases, consultation could delay the works and compromise safety or seriously damage the building and people's homes.

On these rare occasions, we will always do our best to carry out informal consultation when emergency works are necessary. We will try and inform as soon as possible all leaseholders affected by the situation.

The law allows us to proceed with the works first and go to a First-tier Tribunal (Property Chamber) later to ask for the requirement to consult leaseholders for that particular work to be dispensed with given the circumstances. If the Tribunal disagrees with us, then we will limit the costs incurred by the works.

## Contents insurance and major works

When we carry out extensive major works to a building we will have to erect scaffolding. Some home contents insurance providers require you to keep them informed if scaffold is put up around the building. We encourage you to update your insurer if scaffold is erected, as failure to do so may invalidate a claim should you need to make one.



## 06 REPAIRS

### Repairing responsibilities

**As the freeholder, we are responsible for communal repairs and maintenance to the building or estate.** This includes items such as, windows and external doors to your leasehold property, communal hallways and parking areas. Not all leases are the same and include different responsibilities. Therefore, it's important that you read a copy of your lease to understand the repairing obligations.

### How to report a repair

Repairs can be reported directly with the contractor who will be carrying out the repair. Our website has the current contact details of which contractor you will need to contact.

If you are experiencing any difficulty in reporting a repair or are unsure if you can report it please contact leasehold services.

### Emergencies

In the event of an emergency outside of normal working hours, please report the repair using the contact details on our website.



### Access to your property for repairs or other works

Occasionally we will need to arrange access to your property to carry out a communal repair that may or may not be affecting you directly. For example, if a leak is affecting the property beneath you and the communal water pipes run through your home.

If this is necessary we will arrange an appointment with you, giving as much notice as possible. We will try and keep disruption to a minimum. However, there may be occasions when more invasive works are required. In any event we will keep you fully informed of what is required and make good your property before leaving.

It is a requirement of your lease that you provide reasonable access to Folkestone & Hythe District Council and our operatives so that we can carry out maintenance to the building. If you do not allow us reasonable access, where appropriate, we may take legal action for the breach of covenant and to gain access.





## 07 SINKING FUND

### What's a sinking fund?

**A service charge sinking fund is additional money collected along with your normal service charges to pay towards future planned works.**

For example if we were going to replace a roof in 10 years and the estimated apportioned cost of the works was £4000, then we would take £400 each year to put in a sinking fund to pay for those future works.

Sinking funds allow leaseholders to budget for long term anticipated expenditure, especially for the more major repairs and maintenance which the fund covers.

The money you pay into a sinking fund is accounted for separately and interest is added. The service charge actual accounts that we send to you each year (in September) will give you details of the sinking fund, including the amount in the fund, how much we have paid in, any interest that has been added and the amount we have spent during the year.

If you do not currently pay into a sinking fund then you may be asked to pay into one in the future. The leasehold service will let you know if you are required to pay into a sinking fund and how much you will need to pay in.



# 08 ALTERATIONS AND IMPROVEMENTS

## Consent

**It is important that you get our written permission before carrying out some alterations or improvements to your home.** Improvements such as new kitchen units or a new bathroom suite won't require permission, but other alterations like electrical rewiring or moving of internal walls will require permission.

If you have any questions, or would like more information about getting permission for alterations and improvements, please contact us detailing the works that you plan to carry out. We will then tell you if your proposed works require permission or not.

If permission is required, then there is an administration fee for reviewing alteration or improvement applications.

If you plan to carry out any structural alterations to the property, you must also provide two structural drawings which show the property in its current form and the property after the alteration, as well as obtaining the written permission of the Folkestone & Hythe District Council planning department.

Where we give you permission, it may also be necessary to incorporate the alteration into your lease. A Deed of Variation must be drafted by a solicitor and you would be responsible for the costs involved in obtaining this.

If you do not obtain written permission for works carried out, this may affect any future sale of your property. The works may also affect the structure of the building and you will be legally responsible for any implications arising from this.

## Retrospective consent

If you have already carried out alterations to the property, but have not sought our permission. Then you may be able to request retrospective consent.

We may be able to grant retrospective consent after changes have been made, but it may be necessary for us to inspect the works. If we have any concerns, or if we are not satisfied with the works, you may be asked to either repair or restore the property back to its original condition. If the works are to elements of the building which fall within the council's responsibility, then we will carry out the works and recharge the full cost of reinstatement back to you.



# 09 SELLING YOUR HOME

**If you are selling your home, we strongly advise you to appoint a solicitor or licensed conveyancer to make sure that the assignment is undertaken correctly.**

Due to data protection we will only respond to enquiries from the registered leaseholder, or someone you have authorised to act on your behalf, such as your solicitor. We will not respond directly to potential purchasers or their appointed agents.



It's worth noting that any balances outstanding on your service charge account must be paid by the date of completion. The new leaseholder is responsible for the accounts from the date of completion onwards, including any existing debt or credit on the account. Any actual account not yet produced, for example a final account adjustment (regardless of whether it is a debit or credit), will be the responsibility of the new leaseholder. We do not apportion service charges or suggest a retention amount to be held.

## Pre-sales information/management pack

As part of the sales process, your solicitor will request information from us to help with the sale. This pre-sales information will include details of:

- the current estimated service charge
- actual service charges for the last three years
- details of any outstanding Section 20 consultation
- information about any breaches of the lease
- actual service charges for the last three years
- a summary of the buildings insurance cover
- and other more specific questions relating to your property.

There is an administration fee for providing this information. Please visit our website or contact leasehold services for more information.

Once payment is received the pack will be forwarded to your solicitor within our published timescales.



# 10 BUILDINGS INSURANCE

## What's covered?

As the freeholder of the building, we are responsible for insuring the building. The insurance covers the building against loss or damage by things such as fire and flood. This is a requirement of the lease. We insure the building for the full reinstatement value. Your proportion of the insurance premium is collected through your annual service charges. The insurance policy covers the structure and common parts of the building for example your property front door or a communal fence.

A copy of the insurance summary is available on our website or by contacting leasehold services.

## Making a claim

If you need to make a claim on the building's insurance policy please contact the insurer directly, quoting the policy number. Both the telephone number and policy number can be found on the summary of cover.

It is important that you make a claim as soon as possible. If you do not have a copy of your summary of cover available to hand, please visit our website or contact leasehold service.

## Home contents insurance

Although you pay buildings insurance as part of your service charges this does not cover items within your home which a home contents insurance would.

Therefore, it is recommended that you purchase home contents insurance separately through a reputable provider. This will ensure that your personal belongings are covered should something happen.

## Leaving your property empty

If you leave your property empty for 30 days or more, any claims you make maybe invalidated under the buildings insurance policy.

If your property will be empty for 30 days or more, please inform Folkestone & Hythe District Council, the building insurer and your home contents insurer. The contact details for the buildings insurer can be found on the summary of cover.



# 11 OTHER LEASEHOLD MATTERS

## ASB Anti-Social Behaviour

Everyone has the right to enjoy living in their home and community, so we take reports of anti-social behaviour very seriously.

Anti-social behaviour comes in many forms and anyone can be a victim regardless of age, race or gender. Anti-social behaviour can include low level, persistent nuisance to serious criminal incidents. Examples include:

- Violence and threats of violence and intimidation or harassment
- Racial and homophobic harassment and abuse
- Criminal damage and graffiti
- Verbal abuse to neighbours, council staff and contractors
- Leaving rubbish in communal areas
- Fly tipping.

For more information, or to report an anti-social behaviour incident, please contact us via:

**Email:** [housing.service@folkestone-hythe.gov.uk](mailto:housing.service@folkestone-hythe.gov.uk)

**phone:** 01303 853000

**Or our website:** <https://www.folkestone-hythe.gov.uk/community/community-safety/anti-social-behaviour>

## Council tax

If you have just moved into the property and need to register or are moving home or have another question about your council tax you can contact the council tax team via:

**Phone :** 01303 853555

**Or our website:** <https://www.folkestone-hythe.gov.uk/council-tax>

## Bought under the Right to Buy?

If you purchased your lease under the Right to Buy scheme and intend to sell it within five years of purchase, you may have to repay some or all of the discount you received. If you are considering selling your home please contact us and we will calculate the amount that you will have to repay.

If you purchased a property under the Right to Buy on or after 18 January 2005, and sell the property within 10 years of purchase, you must first offer the property back to us before putting the property on the open market. This is known as the right of first refusal. If we agree to buy the property, we will pay the full market value at the time of sale.



## Fly tipping

A large number of complaints we receive are for fly-tipping and general dumping of waste. Some of these instances are caused by local residents, but there are also instances where people come into the area to specifically dump waste.

This not only impacts the environment of the area and causes health and safety concerns, but also is a chargeable element of your service charges. Therefore, it's extremely important that you contact us immediately if you witness anyone fly-tipping in the local area.

Fly-tipping is a criminal offence. It carries a maximum penalty of £50,000.

Information about how to report fly-tipping can be found here, [folkestone-hythe.gov.uk/environmental-protection/bins-and-your-environment/fly-tipping](https://www.folkestone-hythe.gov.uk/environmental-protection/bins-and-your-environment/fly-tipping)

## Utilities

If you are moving into your new home you will need to contact the utility companies to register and get set up as a new customer. Make sure you read your gas and electricity meters on the day you move in and give the information to your suppliers so they only charge from when you took ownership of the property. The previous owners should have shown you the location of the gas and electricity meters at the property along with the water stopcock, in case of an emergency.

If you plan to be away for some time you should turn off the stopcock to prevent any risk of flooding. Please make sure the stopcock serves only your property before doing this.

## Pets

In most cases your lease normally states that you are not allowed pets. We also don't recommend that you have pets when living in a flat. They are a few reasons why keeping a pet in a flat isn't suitable including the animal's own welfare. However, the biggest issue with keeping a pet in a flat is noise. Noise nuisance from having a pet at home can be disturbing for the other residents close by. Noise nuisance is a form of anti-social behaviour which we do not condone.

Please ensure that your lease allows you to keep a pet at your property. If you have any queries regarding this then please contact leasehold services.

## Parking

If you've just moved into the area then you may need a parking permit. Some parking areas are restricted and require a parking permit. Details on parking in the area can be found here [folkestone-hythe.gov.uk/parking](https://www.folkestone-hythe.gov.uk/parking)

We also rent garages to our residents and other non-residents. Garages must only be used for storing a vehicle and not used as extra storage for other items. When you rent a garage there will be a weekly fee. Information about renting a garage can be found here [folkestone-hythe.gov.uk/council-tenancy/garage-parking](https://www.folkestone-hythe.gov.uk/council-tenancy/garage-parking)



## Sub-letting

Under the terms of your lease you may be allowed to rent out the whole of your property. There may be some clauses that only allow you to rent out the property under certain circumstances. **It is important that you understand if your lease allows you to sub-let or if there are any restrictions in sub-letting your property.** Please note that an administration fee may be required for the additional management we have to undertake if you sub-let the property.

If you decide to sub-let the property, you must tell us in writing and provide a correspondence address in the UK, so that we can send you notices and/or service demands. We will also need a telephone number and/or email address so that we can reach you in case of emergencies, such as leaks or a fire.

When you draw up a rental agreement for the property it must include similar terms including restrictions that are contained within your lease. Contractually we have no responsibility, in most cases, over your tenants. Therefore, you will be responsible for the behaviour and actions of your tenants. Please contact us if you need clarification regarding this.

You may or may not be aware that renting a property carries with it some legislative requirements such as, an annual gas safety inspection must be carried out on the gas appliances, flues and pipe work in the property. We recommend that these inspections are carried out by engineers registered on the Gas Safe Register™. You are required by law to supply a copy of the gas safety certificate to your tenants within 28 days of the inspection if you are sub-letting your home. Accordingly with your lease you may also be required to send us the same information. In any event we request that you send a copy of your annual gas safety certificate to leasehold services.



# 12 USEFUL CONTACTS

## Money Helper

The Money Advice Service is an independent organisation set up by the government. The Service provides free, impartial advice on a range of financial matters. This includes tips and tools to help you budget, choose a mortgage and work out whether you can afford monthly repayments.

**0300 500 5000**

[moneyhelper.org.uk/en](https://moneyhelper.org.uk/en)

## Citizens Advice

**03444 111 444**

[citizensadvice.org.uk](https://citizensadvice.org.uk)

## Mortgage Advice Bureau

**0800 085 0118**

[mortgageadvicebureau.com/contact-us](https://mortgageadvicebureau.com/contact-us)

## Independent leasehold advice

The Leasehold Advisory Service (LEASE) provides free, unbiased advice on leasehold properties, including guidance on service charges and ground rent.

**020 7832 2500**

[lease-advice.org](https://lease-advice.org)

## Housing Ombudsman Service

**0300 111 3000**

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

## First-tier Tribunal (Property Chamber)

The First-tier Tribunal (Property Chamber) handle applications, appeals and references relating to disputes over property and land.

**0207 446 7700**

[gov.uk/courts-tribunals/first-tier-tribunal-property-chamber](https://gov.uk/courts-tribunals/first-tier-tribunal-property-chamber)

## Age UK [ageuk.org.uk](https://ageuk.org.uk)

A charity which aims to offer help and advice to older members of society.

**0800 055 6112**

## Stamp duty

For information on Stamp Duty and the latest rates look at:

[gov.uk/stamp-duty-land-tax-rates](https://gov.uk/stamp-duty-land-tax-rates)

## Arranging a survey

Visit the Royal Institution of Chartered Surveyors (RICS) website:

To find a surveyor in your area visit [ricsfirms.com](https://ricsfirms.com)

For guides visit [rics.org/usefulguides](https://rics.org/usefulguides)

## National Debt line [nationaldebtline.org/](https://nationaldebtline.org/)

National debt line are a charity who give free and independent debt advice.

**0808 808 4000**

## FHDC Leasehold Service [homeownership@folkestone-hythe.gov.uk](mailto:homeownership@folkestone-hythe.gov.uk)

**01303 853300**





