

Leaseholders

What does it mean to be a Leaseholder?

When you buy a flat or maisonette, you do not buy the flat itself, you buy a lease from the landlord (the freeholder), which gives you the right to live in the flat for the period of the lease. So, if you buy a council flat, the council (who is the freeholder) owns the building and you become a leaseholder.

What is a leasehold property?

A leasehold property is where the property is generally a flat or maisonette which is part of a larger building that is divided into individual units. There will usually be some communal elements within the structure, such as roof, stairways, halls and landings together with other residential and/or commercial units.

The lighting, fixtures and fittings in the communal parts of the building are maintained, cleaned, and renewed for the benefit of all the occupants of the building. The Council pays the cost of the works and you, the leaseholder, are required to contribute towards this cost, which is called a “service charge”. For more details please see the section below about Service Charges.

Although, as a leaseholder, you will not have to pay rent on your flat or maisonette, you will have to pay a small ‘ground rent’.

What is the Lease?

The lease is a legal agreement between you ‘the leaseholder’ and the council and it:

- Gives you and your successors the right of possession of your flat for a long period, provided you keep to the terms of the lease.
- Defines your building and estate and gives details about your flat and any garden or shed
- Explains your rights and responsibilities and our rights and responsibilities.

At the end of the lease period, the flat will go back to the council, unless you apply to extend the lease. It is important you understand your lease and its conditions so please read your lease carefully and seek independent legal advice if there is anything you are unclear about.

Your lease is a legal document and you should keep it in a safe place. If you lose it we may be able to provide you with a copy but there will be a charge for this.

How long is my lease?

The original length of the lease would have been up to a 125 year period from when the property is first purchase under the Right to Buy (RTB). When the lease is later sold again on the open market the length of the lease will be different depending upon how many years are left to run (term of the lease).

Buying, Letting and Selling Your Flat or Maisonette

Buying

There are two ways you can buy the lease of a Council property:

- Under the **Right to Buy** scheme
- By buying the lease from the present leaseholder

In both cases you should get a solicitor to act on your behalf, and you will be responsible for paying the solicitors' fees.

If you buy from an existing leaseholder it is important that you are aware if there are any outstanding charges owed on the property to ensure these are dealt with before the sale. You may have to pay some charges owed by the previous leaseholder if they are not cleared before the sale takes place.

Once the sale is complete the purchaser's solicitor will send a Notice of Transfer to the Council to advise there is a new leaseholder; this is a requirement and a legal document showing who the leaseholder is.

Once you have bought your flat you may wish to let it to tenants, extend the term of your lease, or even consider buying the Freehold of the block or manage it with other leaseholders.

Subletting a Leasehold Property

This is when you let out your property to someone else, this means that you become a landlord and are responsible for the acts of your tenants.

If I sublet who pays the service charge?

The payment of service charges and ground rent are still your responsibility.

Is there a fee to sublet my property?

You may be required to pay a reasonable fee to the council for registering each tenant.

Do I have to let anyone else know I am subletting?

If you still have a mortgage, or a loan, against your lease for your property you may need to obtain consent from your bank, building society or mortgage company.

Lodgers and sub-tenants do not have the same rights as you. So if your property is repossessed, they could be evicted.

Do I need a gas safety check if I am sub-letting?

Yes. You must service the gas supply and appliances in the property annually, and provide your tenant with a copy of the safety check certificate.

What information will the Council need?

You must supply copies of documents, including the tenancy agreement, the lease, gas and electric safety certificates as requested.

What happens if my tenant causes anti-social behaviour?

You must ensure that your tenant does not breach the conditions of the lease. We will take legal action against you as the Leaseholder if conditions are broken. If the issues are not resolved we may apply for Forfeiture of your lease and reclaim the lease. You would then lose your property.

If you no longer live in your Leasehold Property

You will need to give the Council up-to-date contact details for you, your tenant and any lettings management company you may have decided to use. This is in case of emergencies or problems caused by your tenants, or defects within your property, so that we can consult with you on any issues.

Selling a leasehold property

Who provides my purchaser with the information about my property?

When you sell the property you will be required to provide information to the purchaser and/or their solicitor. This will be part of the seller's information pack.

The information will usually include details on the expiry date of the lease, service charges, insurance, major works and any disputes.

This information is available from the Council if you are unable to provide the information yourself and is normally requested by your solicitor.

If you need a FENSA¹ window/door certificate this can be obtained from the [FENSA Certificate Register website](#). Certificate registration should have been carried out by the company who installed the windows/doors. On the website you can search by entering your postcode and house number and it will show certificates registered to your address. There is a cost to download the certificate.

What does the Building Insurance Cover?

The buildings insurance policy covers the structure and fabric of the building. You pay your share of this insurance, through your service charge (see below).

Content Insurance

The buildings insurance policy does not cover the contents of your home such as your furniture, electronics and clothing - all personal belongings. While many people often hope that nothing will happen to their belongings, sometimes things can go wrong unexpectedly. You must make your own arrangements to take out contents insurance.

Service charges for leasehold properties

The costs to maintain the building, communal areas and grounds around your property are called Service Charges and listed below are some of the services leaseholders would be likely to contribute towards.

- Grounds maintenance and cleaning
- Routine repairs, services and maintenance of communal areas
- Electricity charges for any communal areas, for example, lighting for stairways and landings, power to lifts and door-entry systems.
- Administration charges/Management fee
- Major works and improvements (e.g. replacing roofs, structural – these can result in very large service charge bills)
- Building insurance

¹ Fenestration Self-Assessment Scheme This is the “Competent Person Scheme” for the window and door installation industry in England and Wales.

Your lease is a legal contract. If you refuse to pay your charges you are breaking the terms of the contract and we can apply to court for an order seeking payment of the monies due to us. Ultimately we can apply to the court to have your lease forfeited which may result in you losing your home.

How do I pay my service charge?

For more details about making service charge payment see our [Paying Rent](#) webpage.

Repair Responsibilities for the Freeholder & Leaseholder

The Council is responsible for:	You are responsible for:
<p>Anything to do with the structure and communal areas of the building including:</p> <ul style="list-style-type: none"> • All communal areas both internal and external • All communal fixtures and fittings including communal TV aerials, communal fire safety systems, communal door entry systems, communal water tanks, communal soil pipes, communal boiler • All services and ancillary equipment within the building but not within individual homes • All shared pathways, driveways, fences and boundary walls, communal car parking areas, communal gardens and grassed areas • All external decorations and decoration of internal communal areas • All structure and fabric of the building including communal windows, communal electricity and lighting, 	<p>Anything that is inside the walls of your home including:</p> <ul style="list-style-type: none"> • Internal decoration • Internal floorboards and floor coverings including screening, floor tiles, carpets and vinyls • Internal non-load bearing walls • Internal wall coverings such as plaster, wall tiles, skirting boards • Internal fittings such as curtain rails, kitchen units, internal doors • Keys • Freezing or bursting of internal pipes • Radiators • Sanitary fittings including internal pipes and traps • Uses, light fittings, other electrical or gas fittings and appliances • Annual gas safety check of boiler • Internal doors

<p>guttering and down pipes, communal refuse facilities, roof, structure of party wall, walls to communal areas, floor joists</p> <ul style="list-style-type: none"> • Outside drainage • Replacement and repair of windows, unless you have signed a Deed of Variation specifying alternative arrangements. 	<ul style="list-style-type: none"> • Own boiler and room heaters • Sweeping chimneys • Electrical faults within the flat • Blocked drains within the flat • Personal sheds in individual gardens • Fencing and boundary walls that have been sold as part of the flat (marked with a t on the plan) • Insect/rodent infestation within the flat
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Gas Safety

As a leaseholder it is a condition of your lease that you are responsible for maintaining and regular servicing of gas appliances.

Failure to carry out these checks may result in a breach of your lease and affect the buildings insurance policy. Gas appliances left unchecked could become dangerous and leak carbon monoxide.

All of your gas appliances, including your gas boiler, gas cooker and gas fire should be safety checked once a year and serviced regularly according to manufacturer's instructions.

If you do not have your gas appliances regularly serviced and safety checked by a Gas Safe registered engineer you could be putting yourself, your family and your neighbours at risk of carbon monoxide poisoning or an explosion from an undetected gas leak.

Smell gas? Call the National Gas Emergency Service immediately on 0800 111 999. If you can, please shut off the gas supply at the meter. You should open windows, extinguish naked flames and do not use electrical sockets or switches.

What is a Responsive Repair?

Responsive repairs are unplanned repairs that generally have a minimal value, such as repairs to communal doors, fencing, replacing individual roof tiles or repairing a communal light fitting.

Reporting a Repair, a Communal Area Cleaning Issue or a Grounds Maintenance problem that is the Council's Responsibility

Communal Repairs - Telephone Mears on 0800 313 4740.

From 1 October 2020 when you book a repair with Mears you will receive a text message to confirm your appointment and this text message will include a link allowing you to access updates on your repair right through to completion.

Cleaning in the Communal Areas – Email Town & Country Cleaners at customerservice@townandcountrycleaners.co.uk or call 0800 389 4825.

Grounds Maintenance Team –Email the Folkestone & Hythe Grounds Maintenance team at GroundsMaintenanceAdmin@folkestone-hythe.gov.uk or call on 01303 858660.

If the issue is not resolved please email housing.service@folkestone-hythe.gov.uk or call 01303 853000.

Consulting the Leaseholder on Major Works

Why do you consult?

We consult because by law we must in certain circumstances. Section 20 of the Landlord and Tenant Act 1985 (as amended) gives you the right to be consulted about works and services.

When will I be consulted?

You have the right to be consulted on various works under varying circumstances. The consultation requirement on landlords is complex but there are basically three different types of consultations depending on the form of contract and these are outlined below:

- A contract that lasts up to 12 months and where any leaseholder will be or is likely to be charged more than £250, including fees and VAT in one financial year.
- A long-term contract (which means over 12 months) and where any leaseholder will be or is likely to be charged more than £100, including fees and VAT in any one financial year.
- A long-term agreement as above but where the Council is required to advertise for interest from contractors in the Official Journal of the European Union (OJEU) because of the high value of the contract.

When would you not consult me?

If the work is an emergency and the cost is over £250 we would not be able to delay the work in order for the Section 20 notice to be served. This could be for something like a collapsed sewer. In these circumstances where possible we will write to you with the details and explain why we are not consulting in the usual way.

What do I need to do if I receive a Section 20 notice?

If you do not have any queries you do not need to do anything.

If you have an observation, query or comment regarding the contract you need to email: housing.services@folkestone-hythe.gov.uk or send a letter to the Council at:

Housing Service

Folkestone & Hythe District Council
Civic Centre
Castle Hill Avenue
Folkestone
Kent CT20 2QY

Can I nominate a contractor?

Yes you can nominate a contractor if the contract is not advertised through OJEU and this will be made clear on the Section 20 notice.

Alterations to a Leasehold Property

When do I need to have permission to alter my property?

You need to have our permission for all alterations which include replacing a kitchen, bathroom, satellite dish, removing internal walls and replacing front doors.

How do I apply?

You need to housing.service@folkestone-hythe.gov.uk or call 01303 853000.

You must submit plans and supporting paperwork to the Council. We will look at your proposal and will, whenever possible give permission subject to certain conditions.

For all works please provide the following:

- A layout plan of the whole property as it is now prior to the works including all rooms (even those unaffected by the works)
- A layout plan of the whole property as it will be after the works including all rooms (even those unaffected by the works)

- On the plans clearly show both the existing and proposed routes of plumbing if they are being altered
- For showers and wet rooms please include full details of how walls and floors shall be made waterproof
- For bathrooms, shower rooms and kitchens include details for mechanical air extraction systems showing how and where they will exit the property
- For central heating systems include details of the existing and proposed location of the boiler, and how and where flue and pressure relief pipes will exit the building.
- If you are removing any whole or part of a load bearing wall please provide a supporting structural engineer's report (this is compulsory).

Does my property contain asbestos?

There is a possibility that your property contains asbestos-based building materials or components. You are advised to appraise yourself as to whether this should be the case.

Should you find, or suspect, that asbestos is present and that your proposals may affect it, then you should engage only a member of the Asbestos Removal Contractors Association to carry out removal or adaptation works.

On no account may asbestos fibres be released outside of your flat; nor may asbestos-containing materials or waste be carried through, worked upon or handled or retained in the common parts of the building or estate without adequate notice (of not less than one full week) being given of the proposed date of the commencement of the work.

Can I put my pipework or cables into the floor area or above the ceiling?

No. Unless the Council gives its specific permission no soil, waste, gas, water or heating pipework, electrical cables or any other services, components or equipment of any kind shall be chased into the floors above or below the flat, the external walls thereto or the load carrying walls therein.

This is because this part of the structure remains in the ownership of the Council and does not form part of your lease.

What happens if I damage the structure while I am carrying out my alterations?

Should any part of the structure adjacent to the proposed works be found to be inadequate or to be adversely affected by the building operations, or should any part of any adjacent flat be damaged by those operations, then it shall be replaced, repaired or adapted as may be required by the Council at your expense.

Who can carry out works to my electrics?

Works to the electrical installations shall comply with BS 7671 and Part P of the Building Regulations 2010 as amended and must be carried out by a competent electrician registered as a domestic installer with NICEIC², IEE³ or ECA⁴.

Upon completion of the works the appropriate certificates must be obtained and passed on to the Council.

Who can carry out works to my gas installations?

All gas installations shall be carried out by a competent Gas Safe Registered Engineer. On completion of the work a Gas Safety Record shall be obtained and passed to the Council.

Will I need any other approvals from the Council?

This conditional approval is provided by the Council in its capacity as Landlord & Freeholder, and not in its capacity as planning or building regulation authority.

Therefore, in addition to obtaining this conditional approval from the Council's Housing Service you may also need to contact the Council's Building Regulations or Planning Departments to obtain permission for your proposed alterations.

I want to replace my windows and front door?

The Regulatory Reform (Fire Safety) Order 2005 requires a Fire Risk Assessment of the common areas only of a building only. This Assessment does include the front doors of each individual flat in the building and the responsibility to arrange the Assessment lies with the Council.

You should never alter your front door without taking advice from the Council on the implications it would have on fire safety. Your front door should be a fire safety door fitted with a self-closing device to meet the current fire safety guidance.

Altering your front door, letterbox or adding a cat flap could affect the fire safety of your building and the common escape routes. If you have had a front door fitted, or made any alterations to it, that does not meet The Regulatory Reform Order 2005 you will be asked to meet the cost of any alteration/replacement to rectify the issue. If you are considering installing a new front door you must ask the Council's consent before you fit it.

² National Inspection Council for Electrical Installation Contracting

³ Institution of Electrical Engineers

⁴ Electrical Contractors' Association

If we give permission this does not relieve you, as a leaseholder, from your obligation to pay toward the costs incurred by the Council in discharging its rights and obligations with regard to the maintenance, repair and improvement of the remaining windows of the block.

Also please note the new windows become part of the structure of the building and therefore the responsibility of the landlord under the terms of the lease.

When would you refuse permission?

The Council is not able to withhold consent unreasonably except so far as is necessary to regulate the use of the Premises in manner provided by the Act.

Does the Council charge a fee for providing information to my purchaser?

Yes. There will be a charge for providing this information. In addition the Council will be required to provide the purchaser with information relating to likely service charge costs they can expect in the next few years.

How is the service charge divided when I sell?

We provide details of how much the service charge is and how much has been paid and what will be owed at the time of sale. Any outstanding amounts need to be paid as part of the sale.

We do not get involved in how you agree with your buyer to settle the outstanding charges. Please note there may be money owed for the previous year that you have not yet been invoiced for.

How are you notified when the sale has been completed?

The solicitor acting on behalf of the buyer should notify us and provide a copy of the assignment once the sale is completed.

Leasehold Advisory Service (LEASE)

The Leasehold Advisory Service provides free advice on the law affecting residential leasehold properties. They advise on issues including service charges, extending your lease, buying the freehold, right to manage and applying to the First Tier Tribunal.

If you are a leaseholder, you can appeal to the First Tier Tribunal if you disagree with changes to your lease, including service charges, extending a lease, buying the freehold and insuring the building.

The tribunal is independent, and can decide if a charge is too high or unreasonable and payable by whom, or if changes to the lease are fair. Follow the link to the website:

[Home - The Leasehold Advisory Service](#) or call them on 020 7832 2500.